

map or plan of JAMES STREET TERRACE, dated October 8, 1906 made by A. L. Eliot, Civil Engineer, and filed in the office of the Clerk of Onondaga County October 16, 1906 and more particularly described as follows to wit: (1) Lot 162: bounded westerly by Arcadia Road, 60 feet; northerly by Lot Numbered 163 on said plan 22.5 feet; easterly by land, owners to me unknown, 60 feet; southerly by lot numbers 161 on said plan 22 feet, containing according to said plan 1335 square feet more or less. (2) Lots 166 and 167: bounded easterly by Arcadia Road 60 feet; southerly by lot numbered 168 on said plan 70 feet; westerly by lots numbered 200 and 201 on said plan 60 feet; northerly by lot numbered 165 on said plan 70 feet. Containing taken together, according to said plan, 4200 square feet, more or less. This conveyance is made subject to a first mortgage held by the Onondaga County Savings Bank in the amount of \$2500.00 which the party of the second part assumes and agrees to pay. Subject also to a second mortgage in the amount of \$2200.00 given as collateral security. Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises. To have and to hold the premises herein granted unto the party of the second part, her heirs and assigns forever. And said party of the first part covenants as follows: First, that the party of the second part shall quietly enjoy the said premises. Second, that said party of the first part will forever WARRANT the title to said premises. In Witness whereof, the party of the first part has hereunto set his hand and seal, the day and year first above written. Joseph F. William (LS) In presence of State of New York, County of Onondaga, City of Syracuse, 98., on this 7th day of January, nineteen hundred and twenty nine, before me, the subscriber, personally appeared Joseph F. William to me personally known and known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same. Leon T. Sheinhause, Com. of Deeds, Syr., N.Y. *L. T. Sheinhause*

--RECORDED JANUARY 7, 1929 at 4:02 P. M.

*L. T. Sheinhause* CLERK

J. W. CLARK REAL ESTATE CO. INC. THIS INDENTURE, made the 31st day of December, in the year nineteen hundred and twenty eight, Between J. W. Clark Real Estate Co. VICTOR W. PROSSER & ANO. Inc., a domestic corporation organized under the laws of the State of New York, having its office and principal place of business in the City of Syracuse, N.Y., party of the first part, and Victor W. Prosser and Fred H. Otis, of Syracuse, N.Y., parties of the second part, Witnesseth, that the said party of the first part, in consideration of one dollar (\$1.00) lawful money of the United States, and other valuable consideration paid by the parties of the second part does hereby grant and release unto the said parties of the second part, their heirs and assigns forever, ALL that tract or parcel of land situate in the Town of DEWITT, County of Onondaga and State of New York, and known as LOT NUMBER SEVENTY ONE (71) of a plot of land known as DEWITTSHIRE "B", as shown on a map of said Dewittshire "B", made by M. B. Palmer, C.E., which said map was filed in Onondaga County Clerk's Office February 6, 1928. And the said parties of the second part, in consideration of this conveyance and the other agreements herein contained, for themselves and their heirs and assigns do covenant and agree to and with the said party of the first part and its successors and severally with each of its assigns of any part of said tract of land known as Dewittshire "B" for the protection and benefit of said land, and for the mutual advantage of each and all of the present and future owners of any estate whatever in any portion of said tract of land known as Dewittshire "B" for a period of fifty years from July 8, 1927 as follows: First the premises hereby conveyed shall be used for residential purposes only; and the usual and natural uses connected therewith, and no manufacturing, livery stable, public garage, store, business place, apartment house or residence for more than one family, shall be permitted or erected thereon and not more than one residence or more than one garage shall be erected on any one building lot hereby conveyed. Second, No person of other than the Caucasian Race may become the grantee or lessee of the property hereby conveyed.

Third; No residence or garage shall be nearer than five feet from any lot line or less than fifteen feet from the side line thereof in the event such side line shall front upon a street, and plans for residence shall be submitted for approval to J. W. Clark Real Estate Co. Inc. The foregoing restrictions and agreements shall bind the land hereby conveyed so far as said provisions are applicable according to their true intent and meaning, to the lot or lots, hereby conveyed and the parties of the second part agree to comply with and obey the said provisions, and hold, use and enjoy and transmit the land hereby conveyed subject thereto and the parties of the second part further agree that in every contract or conveyance of the premises herein described, he will in the same manner embody said provisions, and in any event all such restrictions shall run with the land and bind the successive owners thereof. And the said parties of the second part for themselves and their heirs and assigns, covenant and agree that any dwelling to be erected upon the land herein conveyed, shall cost not less than forty five hundred dollars (\$4500.) and that the same shall not be located within thirty (30) feet of the front street line of said lot, it being understood that the distance of said dwelling shall be exclusive of porches, windows, verandas, bays, posts and steps. Together with the appurtenances and all the estate and rights of the party of the first part in and to the said premises. To have and to hold the above granted premises unto the said parties of the second part, their heirs and assigns forever. And the said J. W. Clark Real Estate Co. Inc., party of the first part does covenant with the said parties of the second part as follows: First, that the parties of the second part shall quietly enjoy the said premises. Second, that the said J. W. Clark Real Estate Co. Inc., party of the first part will forever WARRANT the title to said premises. (LS) In witness whereof, the said J. W. Clark Real Estate Co. Inc., hath caused its corporate seal to be hereunto affixed and this instrument to be subscribed by its President the day and year first above written. J. W. Clark Real Est. Co. Inc., by Judson W. Clark, Pres. State of New York, County of Onondaga, City of Syracuse, SS., on this 7 day of January, in the year nineteen hundred and twenty nine, before me personally came Judson W. Clark, to me personally known who, being by me duly sworn, did depose and say that he resides in Syracuse, N.Y., that he is the President of J. W. Clark Real Estate Co. Inc. the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed thereto by order of the board of directors of said corporation, and that he signed his name thereto by like order. O. E. Rice, Comr. of Deeds, Syracuse, N.Y. -----

--RECORDED JANUARY 8, 1929 at 1:09 P. M.

*W. J. T. Fawcett* CLERK

TREAS. OF CITY SYRACUSE

TO

CHAS. H. BROWN

(SAT)

City of Syracuse, N.Y., Whereas, the village of Eastwood, N.Y., pursuant to Sections 117 to 125, both inclusive, of the Village Law of the State of New York, duly sold an interest in the real property situated in said village known and described as LOT NO. 34, BLOCK 2051, for unpaid taxes for the year 1925 for the term of fifty years, the date of such sale being Mar. 6, 1926 and the Village of Eastwood was the purchaser at such sale for the amount of \$14.24 and Whereas pursuant to Chapter 518 of the Laws of 1926 said Village of Eastwood was annexed to the City of Syracuse, N.Y., and said City is now the owner of said claim, and Whereas, the owner of said premises has this day redeemed said premises and paid to the Treasurer of the City of Syracuse, N.Y., the sum of \$14.24 and interest at the rate of ten per cent pursuant to Sec. 125 of the Village Law; Now, therefore, I, G. H. Bedford, Deputy Treasurer of the City of Syracuse, N.Y. do hereby certify that I have received said sum of \$14.24 and interest at the rate of ten per cent, from the owner of said premises and that the said claim is cancelled and discharged. Dated Jan. 8, 1929. G. H. Bedford, Deputy Treasurer (LS) (Duplicate, Discharge, Paid 2/10/27. Per L. E. Eaton). State of New York, County of Onondaga, City of Syracuse, on this 8th day of January, 1929, before me, the subscriber, personally

*Certified  
H. Bedford*