

187 \$ 2:00 (U.S.I.R. CANCELLED)

This Indenture.

Made the 4th day of April, Nineteen Hundred and Thirty-Five,

Between PETER E. COLLINS and IONA M. COLLINS, his wife, of the City of Syracuse, County of Onondaga and State of New York,

parties of the first part, and

JAMES P. O'CONNELL and ALICE K. O'CONNELL, his wife, of the City of Syracuse, County of Onondaga and State of New York, as tenants by the entirety,

parties of the second part,

Witnesseth, that the parties of the first part, in consideration of ONE ----- Dollar (\$ 1.00) lawful money of the United States, and other consideration paid by the parties of the second part,

do hereby grant and release unto the parties of the second part, their

heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, County of Onondaga and State of New York, known and described as Lot Number Eighteen (18) in Block Number Eighteen (18) of Scottholm Estates (so-called), according to a map thereof made by Frank J. Schnauber, C.E., and filed in Onondaga County Clerk's Office on August 14, 1916, being the same premises described in a deed from East Genesee Extension Corporation to said first parties, dated June 8, 1923 and recorded in Onondaga County Clerk's Office on June 18, 1923 in Book 528 at page 300, etc.

The foregoing deed is hereby given by first parties and accepted by second parties subject to the following restrictions and provisions which shall be deemed covenants running with the land and which shall be binding upon the second parties and the heirs and assigns of said second parties. Said parcel of land shall be improved used or occupied at any time during the period of 25 years beginning with the year 1915, only for residence purposes, and but one dwelling may be erected upon said lot. Designs for residences shall be submitted for approval to the General Manager of the Company. Said lot shall not during the aforesaid period be occupied by or conveyed to negroes as owners or tenants. Vinous, spirituous or malt liquors shall at no time during the aforesaid period be manufactured, sold or offered for sale thereon. No residence erected thereon shall cost less than three thousand dollars. The front building line of any residence erected upon the same during said period shall be not less than twenty-five (25) feet from and parallel with the front line of said premises, and no porch or piazza shall extend more than ten (10) feet over said building line. All other buildings erected on said lot shall present an attractive appearance, be of good style and conform to the general architectural design of the residence to which they are appurtenant, and shall be back of the rear building line of the said residence. If a corner lot the building line of any building other than the dwelling shall be not less than 25 feet from the side street. A perpetual easement or right of way shall exist over a strip of land off the rear of said lot and three (3) feet in

width for the placing of poles, wires, conduits, sewers, gas and water mains or for the purpose of installing other public utilities of the same or similar nature, the said strip to be perpetually reserved for the use and benefit of other property owners, for this purpose only, in the block or in the said tract known as "Scottholm Estates" together with the right to set a pole on any side lot line where necessary to provide access to or exit from any block or furnish connection to any street light, upon the condition, however, that after the placing of any such utilities or improvements across said strip of land the person, firm, association or corporation so placing the same shall replace the said lot in substantially the same condition as it was prior to the undertaking of such improvement. And it is further understood and agreed that no permanent building or other structure which might interfere with such use of this strip of land shall be placed thereon. A division fence shall not be considered as an interference. Said period of 25 years during which the aforesaid restrictions shall be enforced may be extended as to any or all of said restrictions for an additional period not exceeding 25 years, provided the owners of a majority of the lots in "Scottholm Estates", so-called, who are actually bona fide residents thereof, shall prior to Jan. 1st, 1940, execute and acknowledge an agreement making the extension of said period of 25 years, and record the same in the Clerk's Office of Onondaga County, New York, or where conveyances of real estate are then required by law to be recorded, and said latter agreement may provide for a time not exceeding 25 years thereafter in and by which agreement signed by said owners may be recorded extending the same for another period not exceeding 25 years after the recording thereof and so may each agreement recorded thus provide and be binding on the owners of lots in "Scottholm Estates" (so-called) in accordance with the terms thereof. It being also further understood and agreed that like restrictions, provisions or reservations shall be made in all deeds by East Genesee Extension Corporation conveying any lots facing upon the same street as the foregoing, excepting however, that East Genesee Extension Corporation reserves the right, prior to sale of same by said East Genesee Extension Corporation, to waive any of the foregoing restrictions, provisions or easements upon any particular lot in "Scottholm Estates", provided the owners of the adjoining lot on either side of the same consent thereto and provided in the judgment of the officers and directors of the East Genesee Extension Corporation, it is for the best interest of the owners of lots in "Scottholm Estates".

Subject to a mortgage on said premises held by Syracuse Savings Bank, on which there is unpaid the sum of \$4750.00 with interest from the 1st day of January, 1935, which said mortgage and interest thereon and the bond secured thereby, second parties assume and agree to pay as part of the purchase price of said premises.

Also subject to the 1935 city taxes which said second parties assume and agree to pay.

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

And said Peter E. Collins and Iona M. Collins, parties of the first part, covenant as follows:

First. That the parties of the second part shall quietly enjoy the said premises;

Second. That said Peter E. Collins and Iona M. Collins, parties of the first part,

will forever warrant the title to said premises.

Third. That, if any improvements, repairs or alterations have been commenced upon the foregoing premises and have not been completed at least four months before the making and recording of this deed, the grantors will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvements, and that the grantors will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of



Peter E. Collins 

Iona M. Collins 





State of New York
County of ONONDAGA, }
CITY of SYRACUSE, }
 { \$5..

On this 4th day of April, Nineteen Hundred and
Thirty-Five, before me, the subscriber, personally appeared

PETER E. COLLINS and IONA M. COLLINS, his wife,

to me personally known and known to me to be the same persons described in and who executed the within Instrument, and they severally duly acknowledged to me that they executed the same.

William H. Lynch

Recorded this 4th day of April 1935 at 2:15 P.M. Comm of Deed
Grant H. Goodelle Clerk