

# This Indenture

Made the 17<sup>th</sup> day of January Nineteen Hundred and forty-nine

Between SOLON L. BLACK and ALBERTA BLACK, his wife, residing at South Buffalo Street, in the Town of Hamburg, Erie County and State of New York,

parties of the first part, and

VILLAGE OF HAMBURG, a municipal corporation

County of Erie and State of New York, having its office at 46 Main Street, Hamburg, N.Y.

part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of

ONE AND MORE - - - - - Dollars,

(\$ 1. and more ) lawful money of the United States,

themselves paid by the part Y of the second part, do hereby grant and release unto the part Y of the second part, its successors and assigns forever,

All that Tract or Parcel of Land, situate in the Village of Hamburg, County of Erie and State of New York, being part of Lot Number 2, Township Nine (9), Range eight (8) of the Holland Land Company's Survey, bounded and described as follows: BEGINNING at a point in the center of South Buffalo Street, as located prior to the construction of the road leading to East Eden, 160.3 feet southerly from the center line of Long Avenue; thence south 56° 34' west, 213.5 feet; thence south 16° 30' east 136 feet; thence north 89° 45' west, 84 feet; thence south 5° east, 204 feet to the northerly line of Crescent Avenue; thence easterly along the northerly line of Crescent Avenue, about 147 feet to the center of improved East Eden Road; thence northerly along said road to the point of beginning. EXCEPTING so much of said land as was conveyed by Elizabeth Haas to the County of Erie by Deed recorded in Liber 2171 of Deeds at page 72.

Together with the appurtenances and all the estate and rights of the parts of the first part in and to the said premises.

To have and to hold, the above granted premises unto the said party of the second part, its successors and assigns forever.

And the said SOLON L. BLACK and ALBERTA BLACK, his wife

covenant as follows:

First.— That the party of the second part shall quietly enjoy the said premises.

Second.— That the said SOLON L. BLACK and ALBERTA BLACK his wife

will forever warrant the title to said premises.

Third. — That the grantor <sup>s</sup> in compliance with Section 13 of the Lien Law, will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that the grantor will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

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

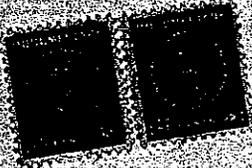
In Presence of

Solon L. Black LS

Alberta Black LS

\_\_\_\_\_ LS

\_\_\_\_\_ LS



State of New York,  
County of ERIE } ss.  
TOWN of HAMBURG

On the 17<sup>th</sup> day of January in the year One thousand nine hundred and forty-nine before me, the subscriber, personally appeared

SOLOON L. BLACK and ALBERTA BLACK, his wife to me personally known and known to me to be the same persons described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

Willard J. Magavern

WILLARD J. MAGAVERN, Reg. No. 50  
Notary Public State of New York  
Qualified in Erie County  
My Commission expires March 30, 1950

Equalization Board

JAN 18 1949

*Box 9*  
*Rec 397*



Warranty with Lien Covenant

SOLOM L. BLACK and  
ALBERTA BLACK, his wife  
Co 131

VILLAGE OF HAMBURG  
Erie County, New York

Dated January 13<sup>th</sup> 1949

State of New York,

County of Erie

Recorded on the

day of Jan 18<sup>th</sup> A. D. 1949, at  
3:27 o'clock P. M., in Liber

4466 of Deeds, at page 5  
and examined.

*Stewart Banker*  
Clerk.

MAGAVERN, MAGAVERN, LOWE & GORMAN  
ATTORNEYS AND COUNSELLORS AT LAW  
621-622 ERIE COUNTY BANK BUILDING  
BUFFALO, N. Y.

160

FILED  
JAN 18 PM 5 25  
ERIE COUNTY  
CLERKS OFFICE

FILED  
1949 JAN 18 PM 3 27  
ERIE COUNTY  
CLERKS OFFICE

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**POLICY**  
*of*  
**TITLE INSURANCE**

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**MONROE ABSTRACT**  
**&**  
**TITLE CORPORATION**

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**OFFICES**

180 PEARL STREET  
BUFFALO, NEW YORK 14202

TWENTY MAIN STREET WEST  
ROCHESTER, NEW YORK 14614

THREE THIRTY-THREE E. ONONDAGA STREET  
SYRACUSE, NEW YORK 13202

COR. JAMES STREET & MAIDEN LANE  
ALBANY, NEW YORK 12207

SEVENTY TO SEVENTY-SIX COURT STREET  
ROOM 211, O'NEILL BUILDING  
BINGHAMTON, NEW YORK 13901

THIRTY-FOUR WILLIAM STREET  
P. O. BOX 290, LYONS, NEW YORK 14489

608 STATE STREET  
SCHENECTADY, NEW YORK 12307

2 NORTH STREET  
GENESEO, NEW YORK 14454

P. O. BOX 95  
BELMONT, NEW YORK 14813

CORTLAND COUNTY CLERK'S OFFICE  
CORTLAND, NEW YORK 13045

# MONROE ABSTRACT & TITLE CORPORATION

## POLICY OF TITLE INSURANCE

The MONROE ABSTRACT & TITLE CORPORATION, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

IN WITNESS WHEREOF, the MONROE ABSTRACT & TITLE CORPORATION has caused this policy to be signed and sealed on its date of issue set forth herein.



*James P. Schick*  
Vice President

*Thomas F. Clark*  
Assistant Secretary



SCHEDULE "A"-3 (Cont'd.)

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Village of Hamburg, County of Erie and State of New York, being part of Lot No. 2, Township 9, Range 8 of the Holland Land Company's Survey and more particularly bounded and described as follows:

BEGINNING at a point in the center line of Buffalo Street distant 34-1/2 feet southerly from the point of intersection of the center line of Buffalo Street with the southerly line of Main Street as originally laid out and as extended westerly; running thence easterly along the southerly line of land formerly owned by Milford Fish, being premises above described, to an elm tree in the bank of Eighteen Mile Creek; thence southwesterly along the bank of said Creek to the northerly line of land formerly owned by Mrs. J. Fritchie; thence westerly along the northerly line of said land of Mrs. J. Fritchie and in the center of an alley to the center line of Buffalo Street; thence northerly along the center line of Buffalo Street to the point of beginning.

EXCEPTING therefrom so much of the above described premises as was appropriated by the State of New York by Appropriation of Lands dated October 5, 1966 and filed October 20, 1969 in Liber 7600 of Deeds, page 308.

## SCHEDULE B

The following estates, interests, defects, objections to title, liens, and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Zoning restrictions or ordinances imposed by any governmental body.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privity of the insured.

5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.

6. Compliance by the building or other erections upon the premises or their use with Federal, State and Municipal laws, regulations and ordinances.

7. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

**8. Rights of tenants or parties in possession of the premises other than the insured.**

**9. Any state of facts which a personal inspection of the premises would disclose.**

**10. Rights of riparian owners in and to the Eighteen Mile Creek.**

~~**11. Rights, if any, in parties other than the insured in and to an alley running along the southerly line of premises as described in Schedule "A" as referred to in the record description thereof.**~~

**12. State of facts shown on survey made by Byron F. Whitford, dated April 6, 1963 and redated and revised December 18, 1970. Said survey shows variation in record and measured distance along the west line of premises.**

**13. Any state of facts that a survey dated subsequent to December 18, 1970 would disclose.**