

New York Title Research Corporation

550 Mamaroneck Avenue Suite 401

Harrison, NY 10528

Telephone: (914) 835-7100 Fax: (914) 835-7466

Confirmation

Application Date: **October 03, 2013**

Title Number **NYT16687**

Due Date: **October 17, 2013**

Account Executive: **Ken Ford**

Representing: **Stewart Title Insurance Company**

Applicant:

Vernon & Ginsburg LLP

Lucy Levy

261 Madison Avenue

New York, NY 10016

(212) 949-7300

Fax: (212) 697-4432

llevy@vgllp.com

Seller's Atty.:

Alan Rosenthal, Esq.

Lefkowitz & Edelstein

444 Madison Avenue, Suite 1805

New York, NY 10022

(212) 759-1200

Fax: (212) 317-8717

alan@leattorneys.com

walter@leattorneys.com

Premises: **336 East 56th Street**
Borough of Manhattan, State of New York

County: **New York**

Block: **1348**

Lot: **35**

Purchaser(s): **Charles Henry Properties, LLC**

Seller(s): **336 East 56th Street Realty, LLC**

Premium Information

Fee Policy: **\$3,680,000.00**

Fee Premium: **\$17,180.00**

Departmentals: **Housing & Building, Fire Violations, Certificate of Occupancy, Emergency Repairs, Street Report & Highway Search**

Other Searches: **Bankruptcy Search and Patriot Search**

NEW YORK TITLE RESEARCH CORPORATION

as Agent for
Stewart Title Insurance Company

SCHEDULE B

Title Number: **NYT16687**

Hereinafter set forth are the additional matters which will appear in our policy as exceptions from coverage unless disposed of to the Company's satisfaction prior to the closing or delivery of the policy.

DISPOSITION

1. Rights of tenants or parties in possession, if any.
2. Any state of facts an accurate survey and/or survey inspection of the premises would show.
3. Mortgages of record: one (1). See Schedule herein.
4. Taxes, tax liens, tax sales, water rents, sewer rents and assessments set forth in schedule herein.
5. Covenants, conditions, easements, leases, agreements of record as follows:
 - a) Sewer Agreements recorded in Liber 1070 page 233 and repeated in Liber 1884 page 164, Liber 1936 page 446 and in Liber 192 Sec. 5 page 166 – *Best copies herein.*
 - b) Covenants and Restrictions as to "Height Restrictions" recorded in CRFN 2006000114443.
6. The attached Disclosure Notice concerning additional services must be executed at closing and returned to this Company. (*See within.*)
7. Proof by affidavit from the certified owner herein (336 East 56th Street Realty, LLC), is required that there is no outstanding mortgages affecting the premises herein other than as disclosed in the mortgage schedule attached. (*This exception must be complied with due to the current disarray and/or backlogs in numerous County Clerk Offices in New York State.*)
8. The Mortgage recorded in CRFN 2006000114446 held by Astoria Federal Savings and Loan Association must be properly disposed of prior to or at the closing.
9. The Assignment of Leases and Rents from 336 East 56th Street Realty, LLC, as Assignor, to Astoria Federal Savings and Loan Association, as Assignee, dated 11/1/2005 recorded 2/28/2006 in CRFN 2006000114445 must be disposed of to the satisfaction of this Company.
10. Satisfactory proof is required that the person(s) executing the conveyance documents to be insured herein is/are the same person(s) as the grantee in deed dated 11/1/2005, recorded 2/28/2006, in CRFN 2006000114443.
11. Searches for judgments and federal tax liens filed in New York County -vs.- 336 East 56th Street Realty, LLC shows environmental control board liens. Same must be satisfactorily disposed of at or prior to the closing. (*See copies herein*)

8/3/1868

Burchell of the City of New York and Mary Jane his wife heirs
of the first part Francis Potomac of the same place party
of the second part Metcalf &c. That the said parties of the first part
for and in consideration of the sum of Twelve thousand dollars
lawful money of the United States of America to them in hand paid by the said
party of the second part at or before the executing and delivery of these presents
the receipt whereof is truly acknowledged and the said party of the second
part his heirs executors and administrators forever released &c. discharged
from the same by these presents Have granted conveyed sold released
conveyed released conveyed and confirmed and by these presents Do grant
sell alien receive release convey and confirm unto the said party
of the second part and to his heirs and assigns for ever All that cert-
tain piece or parcel of land situate lying and being in the Precincts of the
City of New York and bounded abt. &c. as follows Beginning
at a point on the Southern side of 5th St. Street distant 50 feet
north and 50 feet from the City of New York from a point formed by the intersection
of the Southern side of 5th St. Street with the Western line of 5th
Avenue thence running Northwesterly parallel with 5th Avenue and
out of the way through the middle of a party wall One hundred
and five inches to the center line of the West between 5th & 6th
St. Streets thence running Westerly along and center
Eighteen feet thence Northwesterly again parallel with 5th Avenue
out of the way through the center of another party wall one
hundred feet and five inches to the Center side of 5th St. Street
thence Easterly along said Southern side of 5th St. Street parallel
to the front or face of Aqueduct together with all of singular
tenements improvements and appurtenances thereto belonging or in any
appertaining and the reverses and reverses remainder of small
plots waste and profits there And also all the water
in the water course and right of down property hereinafter
mentioned whosoever as well as there as in right of the said
part of the said parties of the first part

[illegible]

now are the said eight hundred and eighty five dollars and no part of
 same William H. C. has received since the 1st day of June 1884
 he has received and knows how to take the same and release it
 and who is not the said party. William H. C. has received
 that they received the same. Will the said party be the party of the
 commission made by the said party and of the said party and
 be said that she received the same withstanding her own promise
 her said husband and W. Slater (the said party) Public N.Y.C.

Proved, executed at court of Wm. C. C. C.
 May 26th 1884 at 10 o'clock and 16th 11th min pm

Witness me hand

John C. C.

Ch. C.

L 1884 p. 164

Date-

3/2/1885

Parties-

Francis
 Bohmann
 Berndina
 Bohmann
 and
 Wilhelmina
 Georg

Recorded-

5/20/1885

This Indenture made the second day of March in the year
 one thousand eight hundred and eighty five between Francis & Bohmann
 of the City County and State of New York and Wilhelmina & Berndina
 his wife parties of the first part and Wilhelmina Georg & the same
 place party of the second part Witnesseth That the said parties
 of the first part for and in consideration of the sum of Eight hundred
 and seventy dollars lawful money of the United States to them in
 hand paid by the said party of the second part at or before the exe-
 cution and delivery of these presents the receipt whereof is hereby
 acknowledged and the said party of the second part her heirs
 executors and administrators forever released and discharged hence-
 forward by these presents have granted bargained -
 sold aliened conveyed released conveyed and confirmed -
 and by these presents do grant bargain sell alien convey
 release convey and confirm unto the said party of the second
 part and to his heirs and assigns forever All that certain
 lot piece or parcel of land situate lying and being in the
 Northern part of the City of New York and bounded and
 described as follows To wit: A lot at a point on the
 Southern side of Fifth street about distant two hundred
 and thirty feet from a point formed in the
 intersection of the Southern side of Fifth street with the
 Western line of First Avenue thence running Southerly parallel
 with First Avenue and back of the way through the center of the lot
 said one hundred and thirty feet to the center line of the block

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between Fifty fifth and Fifty sixth streets to be sold and conveyed to the
said parties being eight acres more or less of land
with First Avenue and part of the city of New York
and being a human habitation premises to be sold of
Fifty sixth street and being eighty one feet wide by
Fifty sixth street eight feet wide or more beginning with
with all and singular the firmments, furniture and appurtenances
belonging or in anywise appertaining and the houses and premises
maunder or remainders and usufructs of the same. And the said
the estate right title interest power and privilege of the said parties
possession claim and demand whatsoever in and to the same and every
of the said parties of the first part in and to the same and every
part and parcel thereof with the appurtenances. And the said
to hold the above granted bargained and demanded premises
with the appurtenances unto the said party of the second part
her heirs and assigns to her and there own proper use benefit
and behoof forever. Subject nevertheless to a certain
indenture of mortgage now a lion on said premises. Also
subject to the privilege and benefit of the use of the same
in connection with the house adjoining on the West. And
the said Francis Schumann for himself his heirs and assigns
and administrators doth hereby covenant grant and
agree to and with the said party of the second part her
heirs and assigns that the said Francis Schumann at
the time of the sealing and delivery of these presents
is lawfully seized in his own right of a good
absolute and indefeasible estate of inheritance in
parcels of and in all and singular the above granted
and demanded premises with the appurtenances. Subject
as aforesaid and hath good right full power and lawful
authority to grant bargain sell and convey the same in
manner aforesaid. And that the said party of the
second part her heirs and assigns shall and may at
all times hereafter peaceably and quietly have hold use
occupy possess and enjoy the above granted premises
and every part and parcel thereof with the appurtenances
without any let or hindrance molestation violence or
disturbance of the said parties of the first part their heirs
or assigns or any other person or persons lawfully claiming
or to claim the same. And that the same premises
free and clear discharged and recommended and
from all former and other claims debts charges etc.

advertisements, large assessments and contingencies, what may be
 of said service. Every day present. **And also** that the
 said parties of the first part and their heirs and assigns
 shall permit or permit themselves to receive or voluntarily
 receive any estate and title or interest in the same or
 any part thereof granted pursuant to any order or decree for the same
 in either of them shall and will at any time or times hereafter
 upon the reasonable request and at the proper costs and charges
 in the case of the said party of the second part his heirs and
 assigns make do and execute or cause to be made done and ex-
 ecuted and not every such further and other title in and to said
 acts conveyances and assignments in the case for the better and
 more effectually vesting and confirming the premises to be
 granted or so intended to be in and to the said party of the
 second part her heirs and assigns forever as by the said
 party of the second part her heirs or assigns or her or their
 counsel learned in the law shall be reasonably advised or
 required. **And** the said Francis Dohmann and his heirs
 the above described and hereby granted and released premises and every
 part and parcel thereof with the appurtenances unto the said party of the
 second part her heirs and assigns against the said parties of the
 first part and their heirs and against all and every persons and
 persons whomsoever lawfully claiming or to claim the same shall
 and will warrant and by these presents forever **And** the
 witnesses whereof the said parties of the first part have hereunto
 set their hands and seals the day and year first above written in
 Francis Dohmann (L.S.) Bernardina Dohmann (L.S.) Sealed & Subscribed
 in the presence of **Thos J. L. McManus** Clerk of the Court of New York
 County of New York. On the twenty sixth day of May in the year one
 thousand eight hundred and eighty five before me personally came Francis
 Dohmann and Bernardina his wife to me known and known to me to be
 the individuals described in and who executed the foregoing instrument and
 who severally acknowledged that they executed the same. **W. A. L. C.**
McManus Notary Public N.Y.C. (Jr.)

Recorded proceedings at request of **Thos J. L. McManus**
 May 26th 1885 at 1 o'clock and 2nd min. brod

Witness my hand

John R. Porter
 Register

Office Serial No C 1836 Fees Paid \$1.85.

THIS INSTRUMENT made the Nineteenth day of January in the year One thousand nine hundred and fifteen Between David B. Castle and Lillian M. Castle his wife, now residing at No 496 Oak Street in the City of San Francisco State of California parties of the first part and Harriet C. Hulit and Adelaide Castle as tenants in common, both residing at No 117 Judge Street, Elmhurst, in the Borough of Queens New York City and State of New York, parties of the second part WITNESSETH That the said parties of the first part in consideration of the sum of Eleven Hundred 00/100 Dollars lawful money of the United States to them in hand paid by the parties of the second part doth hereby grant bargain sell and release unto the said parties of the second part their heirs and assigns forever ALL of the undivided one-third interest or share of the said David B. Castle as one of the heirs-at-law of Mary Castle late of the County of New York deceased of in and to All that lot piece or parcel of land with the buildings and improvements thereon erected situate lying and being in the Borough of Manhattan in the City County and State of New York, bounded and described as follows. BEGINNING at a point on the Southerly side of East Fifty-Sixth Street distant two hundred and fourteen feet Westerly from a point formed by the intersection of the Southerly side of East Fifty-Sixth Street with the Westerly line of First Avenue thence running Southerly parallel with First Avenue and part of the distance through a party wall One Hundred feet and five inches to the centre line of the block between East Fifty-fifth Street and East Fifty-Sixth Street thence running Westerly along said centre line of the block eighteen feet, thence Northerly and again parallel with First Avenue and part of the distance through another party wall one hundred feet and five inches to the Southerly side of said East Fifty-Sixth Street and thence Easterly along said Southerly side of East Fifty Sixth Street eighteen feet to the point or place of beginning. Said premises being now known as No 336 East 56th Street Borough of Manhattan New York City. Subject however to a certain Mortgage for Five Thousand five hundred Dollars now held by the Emigrant Industrial Savings Bank of the City of New York dated July 31st 1908 now a lien on said premises and also subject to sewer privileges in connection with the premises adjoining on the West as mentioned in former deeds of the said premises. TOGETHER with the appurtenances and all the estate rights of the said parties 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. IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written. David B. Castle (18) Lillian M. Castle (18) In the Presence of.. State of California City & County of San Francisco SS On this 1st day of February in the year One thousand nine hundred and fifteen, before me personally came David B. Castle and Lillian M. Castle his wife both to me known and known to me to be the individuals described in and who executed the foregoing instrument and they thereupon severally duly acknowledged to me

That they executed the same. Julia W. Crum, Notary Public County of San Francisco California. (LS) State of California City and County of San Francisco. SS. I. H. I. Mulcrevy County Clerk of the City and County of San Francisco and ex-officio Clerk of the Superior Court thereof the same being a Court of Record having by law a Seal Do Hereby Certify That Julia W. Crum whose name is subscribed to the certificate of the proof or acknowledgment of the annexed instrument and thereon written was at the time of taking such proof and acknowledgment a Notary Public in and for said City and County residing therein duly commissioned and sworn and duly authorized by the Laws of said State to take the acknowledgments and proofs of Deeds or conveyances for land tenements or hereditaments in said State to be recorded therein And further that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature to said Certificate of proof or acknowledgment is genuine and that said Instrument is executed and acknowledged according to the Laws of said State. IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of said Court the 1st day of February 1915. H. I. Mulcrevy Clerk (LS) U.S. Int Rev Stamps \$1.60. Can. Not Subject to recording Tax Feb 27. 1915 J.B.D. INDORSED to be indexed against Block Number 1348 on the Land Map of the City of New York.

RECORDED proceeding at request of John Goode. Feb 27. 1915 at 11 O'Clock & 32 Mins A.M.

EXAMINED

REGISTER

Office serial NO. 1875 Fees paid \$1.85
 THIS INSTRUMENT, made the 1st day of February 1915 between HARVEY BROCKNER
 MANFIELD, of the Borough of Brooklyn, County of Kings, City and State of New
 York, party of the first part, and HENRY WEISS residing at #627 Third Avenue
 Borough of Manhattan, City, County and State of New York party of the second part
 Witnesses th: That the party of the first part hereby lets and devises to the
 party of the second part and the party of the second part hereby hires and takes
 of and from the said party of the first part the store floor and basement
 of the house building and premises known as Number 627 Third Avenue Borough
 of Manhattan, in the City of New York to be used and occupied by the said
 Party of the second part for a liquor store with the express privilege that
 liquors may be sold in said premises over the bar and a drunk in said premises
 with the appurtenances for the term of five (5) years from the first day of
 February 1915 at the yearly rent of the sum of one thousand and twenty dollars
 (\$1,020.00) to be paid in equal monthly payments of eighty five dollars (\$85.00)
 in advance on the first day of each and every month. and it is hereby agreed