

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*)

(New one) the same bright hundred and eight and eight yellow Henry J
 Churchill of the City of New York and Mary Jane he wife sister
 of the first part Francis DeMorgan of the same place party
 of the second part Metcally the said the said parties of the first part
 for and in consideration of the sum of Shortage Shirts and clothes
valuable 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 hereby acknowledged and the said party of the second
 part his heirs executors and administrators forever released discharged
 from the same by these presents Have granted bargained sold assigned
 conveyed released conveyed and confirmed and by these presents do grant
 convey again sell assign release release convey and confirm unto the said party
 of the second part and to his heirs and assigns for ever All that
piece or parcel of land situate lying and being in the Fifteenth St
the City of New York and bounded and described as follows Beginning
from on the Southwest side of Fifth street distant South
and fourteen feet thence from a point formed by the intersection
the Southwest side of Fifth street with the West line of First
and thence running North parallel with First Avenue and
at of the way through the center of a party wall one hundred
and five inches to the center line of the Block between Fifth and Sixth
and Fifth Street thence running North parallel along the center
Eighteen feet thence North parallel with First Avenue
at of the way through the center of another party wall one
hundred and five inches to the center line of the Block between Fifth and Sixth
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the Block between Fifth and Sixth Street
thence running South parallel with First Avenue
to the center line of the <

[illegible]

now are the said eight hundred and eighty five dollars and no part of
 same Nathan H. C. the said Anna H. C. the said Anna H. C. the said Anna H. C.
 have been and have been to be paid to the said Anna H. C. the said Anna H. C.
 and who are the said Anna H. C. the said Anna H. C. the said Anna H. C.
 that they executed the same. And the said Anna H. C. the said Anna H. C.
 administration made by the said Anna H. C. the said Anna H. C. the said Anna H. C.
 be that she executed the same withstanding her execution of
 her said husband's will. (The said Anna H. C. the said Anna H. C.)

Recorded according to request of Anna H. C.
 May 26th 1885 at 10 o'clock and 16th 11 min pm

Witness my hand

John H. C.

Attest

L 1884 p. 164

Date -

3/2/1885

Parties -

Francis

Dohmann

Berndina

Dohmann

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 Dohmann
 of the City County and State of New York and Wilhelmina Dohmann
 his wife parties of the first part and Wilhelmina Georg of 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 Seven 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 located 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

between Fifty sixth and Fifty seventh Sts. N. E. City of St. Paul, Minn. and being more or less
lying said lands being situated in the town of St. Paul, Minn. and being more or less
with First Avenue and part of the city street the said lands being
and being more or less situated in the town of St. Paul, Minn. and being more or less
Fifty sixth and Fifty seventh Sts. N. E. City of St. Paul, Minn. and being more or less
with all and singular the premises heretofore and hereafter to be
belonging or in anywise appertaining and the women and children and
maiden or remainder and issue and heirs of the said Francis Lohmann and
the estate right title interest power authority and claim of the said
Francis Lohmann and demand whatsoever use and claim of the said
of the said parties of the first part of the said premises and being more or less
part and parcel thereof with the appertaining premises and being more or less
to hold the above granted premises and demand of the said parties of the second part
with the appertaining and being more or less of the said parties of the second part
her heirs and assigns to her and their own proper use benefit
and behoof forever. Subject nevertheless to a certain
indenture of mortgage now a lien on said premises also
subject to the privilege and benefit of the use of the sewer
in connection with the house adjoining on the West. And
the said Francis Lohmann for himself his heirs executors
and administrators doth hereby covenant grant warrant
agree to and with the said parties of the second part his
heirs and assigns that the said Francis Lohmann 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 the
premises and in all and singular the above granted
and described premises with the appertaining premises
as aforesaid and hath good right full power and lawful
authority to grant bargain sell convey the same in
manner aforesaid And that the said parties of the
second part her heirs and assigns shall and may at
all times lawfully peaceably and quietly have hold use
occupy possess and enjoy the above granted premises
and every part and parcel thereof with the appertaining
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
be and ever be discharged and commuted and freed
from all former and other debts debts charges and

admonitions, taxes, assessments and contingencies of what nature
or kind soever. Except as aforesaid. **And also** that the
said parties of the first part and their heirs and assigns
shall possess or possess themselves lawfully or lawfully
possessing any estate and all the contents thereof to the same
being granted premises by them under or subject for them
or 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 face 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 all every such further and other law and reasonable
acts conveyances and assentions in the face for the better and
more effectually vesting and confirming the premises being
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 Rothmann 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** **And**
Witness whereof the said parties of the first part have hereunto
set their hands and seals the day and year first above written in
Francis Rothmann (L.S.) Berendina Rothmann (L.S.) Sealed & Subscribed
in the presence of **Thos J. L. McManus** **Notary** in and for the
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
Rothmann and Berendina 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. **Thos J. L. McManus**
Notary Public N.Y.C. (Jr.)

Recorded preceding 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 (LS) Lillian M. Castle (LS) 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