

New York Title Research Corporation

550 Mamaroneck Ave.;
Suite 401
Harrison, NY 10528
(914) 835-7100 Fax (914) 835-7466

Confirmation Letter

Title Number **NYT11289**

Underwriter: **Stewart Title Insurance Company**

Date Ordered:
7/24/2007

Due:
8/1/2007

Account Executive:

Applicant:
Darryl Vernon, Esq.
Vernon & Ginsburg, LLP
Mel Ginsburg, Esq.
261 Madison Avenue
New York, New York 10016
(212) 949-7300
Fax # (212) 697-4432

Bank's Escrow Agent:
Butzel Long
Samuel M. Ofsevit
380 Madison Avenue
22nd Floor
New York, NY 10019
(212) 919-1110
Fax # (212) 818-0494

Seller's Attorney:

Copies To:

Purchaser/Borrower:
160 Madison Avenue Owners
Corporation

Lender:
Intervest National Bank

Seller:

Premises: **160 Madison Avenue**
District:
Section:
Block: **862**
Lot(s): **20**

State: **NY**
County: **New York**
Municipality: **New York**

Insured Mortgage: **\$1,700,000.00**
Insured Fee: **\$0.00**

ESTIMATED CHARGES

Mortgage Policy Premium	\$5,900.00
Bankruptcy Search	\$50.00
Municipal Searches	\$350.00
Survey Locate/Inspection	\$95.00
Endorsements (8.1, Waiver, Residential)	\$75.00

***ALL AMOUNTS ARE SUBJECT TO CHANGE AND OTHER
SERVICE CHARGES MAY APPLY***

***IF THIS IS A REFINANCE OR SUBORDINATE MORTGAGE
WITHIN TEN (10) YEARS, THE MORTGAGE POLICY PREMIUM
WILL BE REDUCED BASED ON REVIEW OF YOUR ABSTRACT OF
TITLE.***

Thank you for your application.

Disclosure of Additional Services Notice to Insured

Please be advised that the lender and other parties may have requested Title Agent to undertake and perform additional services which are not necessary services in connection with the issuance of the title policy. Such services include, but are not limited to: obtaining copies of Building Permits and of the Certificate of Occupancy, conducting municipal and other departmental searches, conducting highway and street searches to determine whether access to the subject premises is over a public or private street, conducting Patriot searches, conducting bankruptcy searches and making survey and /or property inspections. The charges for such services are reasonably related to the work performed and are not excessive. The issuance of the title policy is not dependent upon Title Agent performing such additional services.

By signing below, the insureds acknowledge receipt of this Disclosure Notice.

Insured

Insured

By signing below, the title agent certifies his/her witness to the insured's signature above and that the insured has also been given a copy of this notice.

Title Agent

New York Title

Research Corporation

Title No: **NYT11289**
Effective Date: **7/10/07**
Redated:

Proposed Insured:

Mortgagor: **160 Madison Avenue Owners Corporation**

Mortgagee: **Intervest National Bank, its successors and/or assigns**

Amount of Insurance:

Fee	\$0.00
Mortgage	\$1,700,000.00

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule A Description subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and/or mortgaged by:

TITLE VESTED IN:

160 Madison Avenue Owners Corporation

Title acquired by a Deed dated **12/1/1983**, and recorded **2/11/1985** in Liber/Reel **875** on page **1570**, made by:

Henry Traiman Associates, Inc.

Premises described herein are known as: **160 Madison Avenue**

County:	New York
Town/City:	New York
State	NY
District:	
Section:	
Block:	862
Lot:	20

For any title clearance questions on this report, please call:

Lisa Ann Zeppieri, Esq.
(914) 835-7100

New York Title

Research Corporation

Title No: **NYT11289**

Schedule A Description

Amended 8/20/2007

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Madison Avenue distant 73 feet 11 ½ inches northerly from the corner formed by the intersection of the westerly side of Madison Avenue and the northerly side of 32nd Street;

RUNNING THENCE Northerly along the westerly side of Madison Avenue 24 feet 7 inches;

THENCE Westerly part of the distance through a party wall 95 feet;

THENCE Southerly parallel with Madison Avenue 24 feet 7 inches;

THENCE Easterly parallel with 32nd Street and part of the distance through a party wall 95 feet to the westerly side of Madison Avenue to the point or place of BEGINNING.

New York Title

Research Corporation

Title No: NYT11289

Schedule B

Amended 3/14/08

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

DISPOSITION

1. Rights of tenants or parties in possession, if any.
2. *(Amended 8/20/2007 by LAZ.)* See attached Survey Reading.
3. Mortgages of record: None of record.
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) Covenants & Restrictions on Liber 536 page 351. *(see within.)*
 - b) Covenants & Restrictions in Liber 664 page 561. *(see within.)*
 - c) Covenants & Restrictions in Liber 762 page 507. *(see within.)*
6. The attached Disclosure Notice concerning additional searches must be executed at closing and returned to this Company. *(see within.)*
7. Proof by affidavit from the certified owners herein (160 Madison Avenue Owners Corporation), is required that there are 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. Satisfactory proof is required that 160 Madison Avenue Owners Corporation has/have been known by no other names for ten years last past.
9. Satisfactory proof is required that the person(s) executing the mortgage documents to be insured herein is/are the same person(s) as the grantee in deed dated 12/1/83, recorded 2/11/85, in Liber 875, at page 1570.
10. ~~*(Intentionally omitted 3/14/08 by LVS).* The last deed of record was dated 12/1/83 and recorded 2/11/85. Satisfactory proof is required that Henry Traidman was alive and well at the time of delivery of said deed, and consented to the transfer.~~
11. Searches for judgments and federal tax liens filed in New York County -vs.- 160 Madison Avenue Owners Corporation show Nothing Found.
12. ~~*(Intentionally Omitted 8/20/2007 by LAZ)* Until a guaranteed and acceptable survey is submitted, Company will not certify as to the location or dimensions of the~~

New York Title

Research Corporation

~~within described premises on all sides, and will except any state of facts an accurate survey would disclose.~~

13. Tax Search discloses unofficial payment. Proof of payment by paid receipt or cancelled check must be submitted to the Company at or prior to closing.

14. The tax search indicates that current, actual, water meter readings have not been entered and/or that there may have been minimum average or estimated water meter readings. Policy does not insure against entries in the records in the office of the Department of Finance or the Department of Environmental Protection for water charges and sewer rents entered and billed subsequent to closing for periods prior to closing or interest thereon.

A request for a final reading must be made in advance of closing to the Department of Environmental Protection – Bureau of Customer and Conservation services office in the Borough in which the property is located.

Information regarding payment and scheduling of readings can be obtained by calling the numbers below:

Kings: (718) 923-2652
Queens: (718) 595-4818
Bronx: (718) 579-6979
Richmond: (718) 876-6837
NYC: (212) 643-2168

15. ~~(Intentionally omitted 3/14/08 by LVS). Sidewalk Violation: Filing #716185 filed 5/10/00. In order to omit the sidewalk notice(s) of violation(s), this Company will require per violation of notice, the sum of \$200.00 per foot of street frontage plus \$400.00 per curb cut, to hold pending the removal of such notice(s) of violation(s). (See within.)~~

16. ~~(Intentionally omitted 8/7/06 by MG). Proof of due incorporation of 160 Madison Avenue Owners Corporation is required.~~

17. Resolution of the Board of Directors of 160 Madison Avenue Owners Corporation is required authorizing the proposed mortgage. The certificate certifying to the passage of the resolution must also certify that the Certificate of Incorporation does not require the consent of stockholders.

18. ~~(Intentionally omitted 8/6/07 by LAZ). Proof of payment of New York State Franchise Taxes due and owing, if any, from 160 Madison Avenue Owners Corporation is required (being investigated – report ordered).~~

19. A status report is required from the City of New York evidencing the payment to date of New York City Business Corporation Taxes due and owing, if any, from 160 Madison Avenue Owners Corporation. If such report is not furnished by the Corporation to this Company, Policy will except the lien of said taxes. *(This report is not available to the Company.)*

20. Bankruptcy Searches in New York County -vs.- 160 Madison Avenue Owners Corporation show Nothing Found.

New York Title

Research Corporation

21. To verify at closing the identity of the persons who are executing closing documents, two forms of identification, at least one of which is to contain a photograph, is to be presented.

22. Due to the high number of dishonored checks, this Company will no longer accept uncertified funds over \$500.00, including Lender's checks.

23. Satisfactory proof by Affidavit must be furnished showing whether any work has been done upon the premises described in Schedule A by the City of New York, or any demand made by the City for any such work, that may result in charges by the New York City Department of Rent and Housing Maintenance-Emergency Services, whether or not such charges are liens against which this Policy insures.

Satisfactory proof by Affidavit must be furnished showing whether any work has been done upon the premises described in Schedule A by the City of New York, or any demand made by the City for any such work, that may result in charges by the New York City Department of Environmental Protection for water tap closing or any related work whether or not such charges are liens against which this Policy insures.

The City of New York may have performed Emergency Repairs or other work upon the premises herein for which no notice has yet been filed. Should any notice for work performed prior to closing appear at any time up to date of closing, they will appear as exceptions to the Policy. Should such liens for work performed prior to closing appear after closing, Company will except such liens.

NOTE: CITY OF NEW YORK: (718) 935-6000

a) Highway Department (Sidewalk Violations):

Kings: (718) 780-8129 Queens: (718) 286-2770
Bronx: (718) 931-2066 Richmond: (718) 816-2348
NYC: (212) 442-7863

b) Environmental Control Board Liens: (212) 971-3600

c) Delinquent or In Rem Taxes in The City Of New York: (718) 935-6533

24. Effective June 1st 2005, the rate of mortgage recording tax in counties within the Metropolitan Commuter Transportation District has increased. Said District includes The City of New York and the Counties of Dutchess, Nassau, Orange, Putnam, Rockland, Suffolk and Westchester. The portion of the mortgage tax impacted is the so-called "Additional Tax," which has increased from twenty-five cents for each one hundred dollars and each major remaining fraction thereof secured to thirty cents. The lender's portion of the mortgage tax on residential files was not affected and will continue to be calculated at .25%.

The new mortgage tax rates are as follows (per \$100.00 secured):

New York City

All mortgages securing less than \$500,000.00	\$2.05
One-to-three family dwellings \$500,000.00 or more	\$2.175
All other mortgages \$500,000.00 or more	\$2.80

New York Title

Research Corporation

Westchester (excepting City of Yonkers) and Rockland	\$1.30
City of Yonkers	\$1.80
Dutchess, Nassau, Orange, Putnam, Suffolk	\$1.05

New York Title

Research Corporation

Title No: **NYT11289**

SURVEY EXCEPTIONS

Survey Made by: **Earl B. Lovell, Inc.**

Dated: **1/30/1941, updated 7/31/2007**

Shows the following as to record lines:

1. **Northerly Line:** Legal description to be insured indicates that the northerly line runs part of its distance through a party wall, although no party wall agreement is found of record. Policy excepts the rights, easements and interests of the northerly adjoining owner in and to said party wall. Policy insures that said party wall may remain undisturbed so long as same shall stand. Common fire escape with property adjoining to the north. Policy excepts the rights and easements of others to use and maintain the same.
2. **Easterly Line:** No variations or encroachments.
3. **Southerly Line:** Legal description to be insured indicates that the Southerly line runs part of its distance through a party wall, although no party wall agreement is found of record. Policy excepts the rights, easements and interests of the Southerly adjoining owner in and to said party wall. Policy insures that said party wall may remain undisturbed so long as same shall stand. Independent wall above party wall. Windows and air conditioners project 1.0 feet over lot line. Rough foundation projects 0.2 feet over lot line.
4. **Westerly Line:** No variations or encroachments.

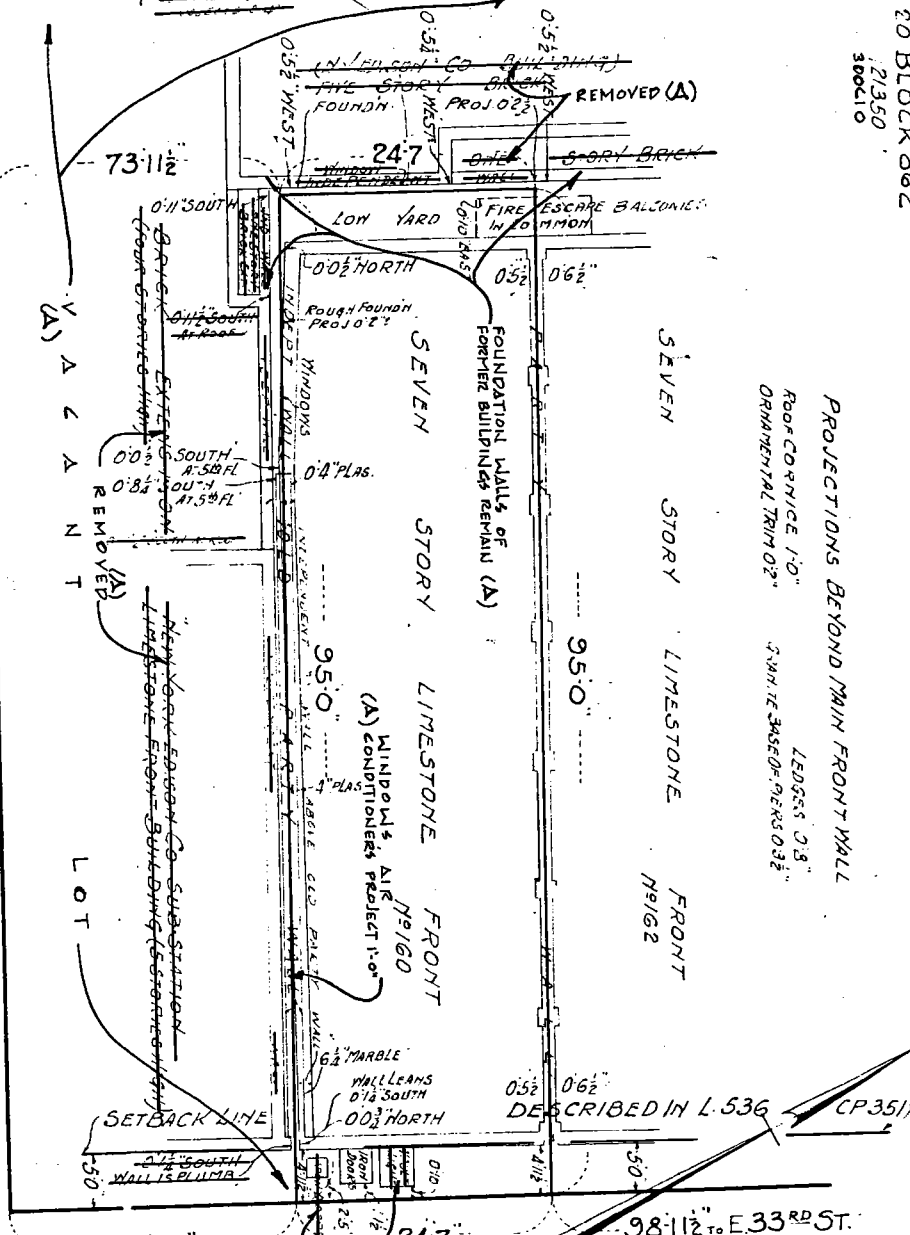
FOR INFORMATION ONLY: The above-mentioned survey shows the premises as being improved by:

Seven (7) story limestone front building.

Stewart Title Insurance Company

20 BLOCK 862
21350
300C10

EAST 32ND STREET



(A)
VISUAL EXAMINATION OF PREMISES
MADE JULY 31, 2007 IS CERTIFIED TO:
NEW YORK TITLE RESEARCH CORPORATION
100 MADISON AVE OWNERS CORP
STEWART TITLE INSURANCE COMPANY
INTERVEST NATIONAL BANK

AMENDMENTS

MADISON AVENUE

NYT1289 VISUAL EXAMINATION OF PREMISES MADE JULY 31, 2007 SEE B ITEMS MARKED (A) EARL B. LOVELL & S. P. BELCHER, INC. & CO.

ENCROACHMENTS, IF ANY, BELOW SURFACE NOT SHOWN HEREON

SURVEYED JAN 31ST 1980

EARL B. LOVELL INC.

John B. Lovell

SURVEYOR
100 MADISON AVENUE
NEW YORK

602387

New York Title
Research Corporation

Title No: **NYT11289**

MORTGAGES

None of record.

This title report does not show all the terms and provisions of the mortgage(s) set forth herein. Interested parties should contact the holder(s) thereof to ascertain the terms, covenants and conditions contained therein, and to determine if there are any unrecorded amendments or modifications thereto.



S.J. CARROLL JR., INC.

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TAX SEARCH

COMPANY: NEW YORK TITLE RESEARCH

DATE : 07/25/2007

TITLE #: NYT11289

TAX MAP ATTACHED

COUNTY: MANHATTAN BLOCK: 862

LOT: 20

SJC REF: 354378

PREMISES : 160 MADISON AVENUE

2006/2007 A.V.	TAX CLASS: 4	TAX RATE: 10.997	BUILDING CLASS: L8
(TRANS.) LAND: 447,660	TOTAL: 699,900	EX. 0	EX. 0
(ACTUAL) LAND: 495,000	TOTAL: 814,500	EX. 0	EX. 0
REASON FOR EXEMPTION: NO EXEMPTIONS		A.O.: 160 MADISON AVE OWNRS	
COUNTY: NEW YORK	SEC/VOL: 306	BLOCK: 862	LOT: 20

WATER & SEWER RENT CHARGES ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION MAY BE PENDING. (SEE SEPARATE WATER DEPARTMENT SEARCH.)

2007/2008 TAX	1 ½	DUE 07/01/07	38,309.70 PAID 07/07/07
			UNOFFICIAL
	2 ½	DUE 01/01/08	38,309.70 OPEN

VAULT TAX CHARGES: NONE

SUBJECT TO CONTINUATION PRIOR TO CLOSING.
NOTHING ELSE FOUND.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION

Some of the items returned hereon may have been paid but payment not officially posted. Receipts of such items should be produced on closing. This commitment includes such unpaid taxes, water and sewer charges and other matters relating to taxes which are indexed, as of the date of this commitment, against the above block & lot on the official records of the Department of Finance, Office of the City Collector. No responsibility is assumed for any error or omissions on the record nor any taxes levied after the date of this commitment. If a tax exemption is noted above, same may terminate on the date when premises are conveyed by the certified owner, and the full tax rate thereupon be reinstated. Our tax search does not cover any part of the street on which the premises to be insured abut.

Page 1 of 1

1-800-345-7334

SCALE 1/16" = 1' 0"

OCT 29, 1997

Block 186A REC. NEW LOT 4 Addition LOT 5000
862 100.000/100.000 100.000/100.000

SEE PAGE 25

E. 34TH

ST.

AVE.

863

AVE.

E. 33RD

ST.

SEE VOL. 6

SEE PAGE 10

5TH

MADISON

PARK

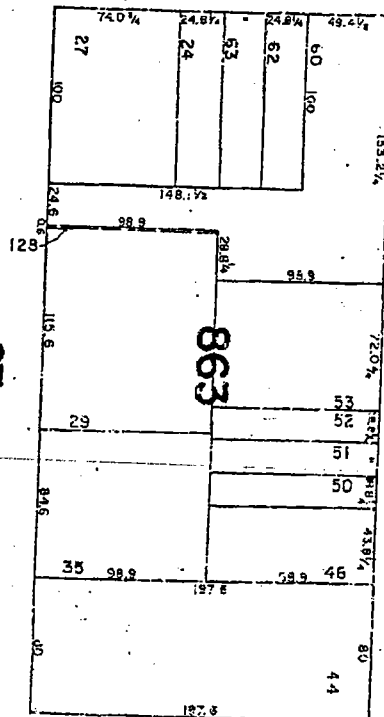
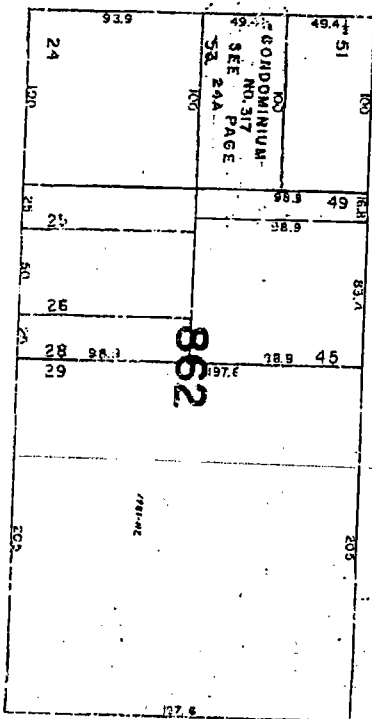
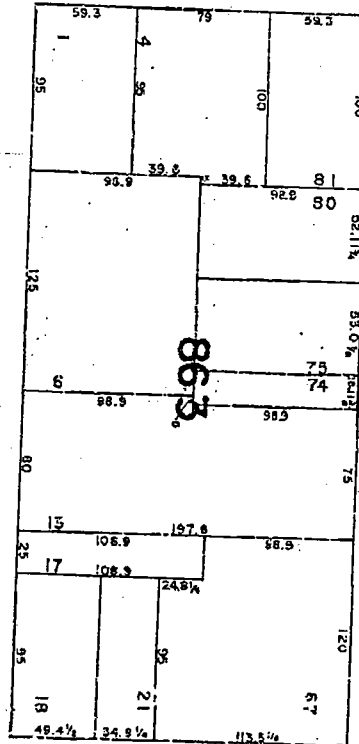
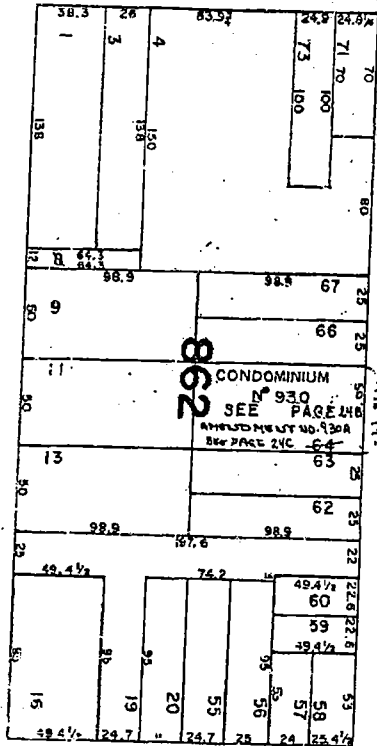
24

E. 32ND

ST.

11/3/5

24



SEE PAGE 22



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WATER DEPARTMENT SEARCH

COMPANY: NEW YORK TITLE RESEARCH

DATE : 07/25/2007

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

BLOCK: 862

LOT: 20

SJC REF: 354378

ACCOUNT #7000117672001

DUE 07/24/07

\$0.00

THE ABOVE ACCOUNT BALANCE(S) REFLECT THE TOTAL OWED TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

THE BELOW CHARGES ARE FOR ADJUSTMENT PURPOSES ONLY AND ARE ALREADY INCLUDED IN THE ABOVE ACCOUNT BALANCE. THEY ARE NOT OWED IN ADDITION TO THE ACCOUNT BALANCE.

<u>METER</u>	<u>FROM</u>	<u>TO</u>	<u>WATER/SEWER</u>	<u>ENTERED</u>
9967	02/23/07	05/22/07	\$979.77	06/04/07 ACTUAL

METER #7526 - NO CONSUMPTION-FIRE METER

(A SPECIAL READING SHOULD BE OBTAINED ON ALL ACCOUNTS.)

IMPORTANT NOTICE ABOUT SEARCH INFORMATION

S.J. CARROLL JR. INC. DOES HEREBY STATE THAT THE RECORDS OF THE ABOVE CITY AGENCY WAS EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE ABSTRACT OF THE INFORMATION CONTAINED THEREIN ON THE ABOVE NOTED DATE. THIS REPORT IS FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED HEREUNDER.

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New York Title

Research Corporation

Title No: **NYT11289**

MUNICIPAL DEPARTMENT SEARCHES AND STREET REPORT

Any searches or returns herein are furnished FOR INFORMATION ONLY. They will not be insured and the company assumes no liability for the accuracy thereof. They will NOT BE CONTINUED to the date of closing.

The following searches are attached:

Housing and Building Violation Search, Fire Search, Certificate of Occupancy Search, Street Search and Emergency Repair Search

In New York City, if there is a STREET VAULT, it is suggested that applicant investigate possible unpaid license fees by the City of New York for the use of such vault, because the right to maintain IT IS NOT INSURED, nor does the Company insure that the vault charges have been paid.



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HOUSING & BUILDING SEARCH

COMPANY: NEW YORK TITLE RESEARCH

DATE : 07/25/2007

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

SJC REF: 354378

A SEARCH OF THE RECORDS OF THE DEPARTMENT OF BUILDINGS, AND THE RENT AND HOUSING MAINTENANCE DEPARTMENT OF THE CITY OF NEW YORK WAS MADE ON THE ABOVE DATE. THE FOLLOWING VIOLATIONS WERE REPORTED PENDING. THIS DATA IS AS OF 03/28/07.

BUILDING DEPARTMENT: VIOLATIONS ATTACHED- PAGES (1)

V 08/16/1985 ELL1081SS01798 *
V 04/03/1986 E1370132 (ELEVATOR) **
V 02/02/1988 E119684 (ELEVATOR) **
V 11/04/2002 E9011/163369 (ELEVATOR) **
V 12/31/1996 CMTF2R1 (CONSTRUCTION) **
V 12/31/1996 ZMTF1R1 (CONSTRUCTION) **
V 09/19/2005 E94441141137 (ELEVATOR) **

* (THE VIOLATION IS EXPLAINED ON THE ATTACHED SAMPLE COPY).
** (A COPY OF THIS VIOLATION IS NOT AVAILABLE)

RENT & HOUSING MAINTENANCE: NO VIOLATIONS

CLASSIFICATION

MULTIPLE DWELLING:

NOT A MULTIPLE DWELLING: XXX

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Page 1 of 1

N.Y.C. DEPARTMENT OF BUILDINGS
ELEVATOR DIVISION

FIRST-CLASS MAIL
U.S. POSTAL PAID
NEW YORK, N.Y.
PERMIT NO. 2397

SAMPLE COPY VSS

SECTION C-26-1802.2 AND C-26-1802.4 OF THE NYC ADMINISTRATIVE CODE
HAVE BEEN VIOLATED.
CONDITION REPORTED: A REVIEW OF THE ELEVATOR DIVISION
OF THE DEPARTMENT OF BUILDINGS INDICATES THAT THE FOLLOWING HAS NOT BEEN
PERFORMED FOR THE PREMISES AT
THE ONE (1) REQUIRED PERIODIC INSPECTION PER ELEVATOR BY THE OWNER TO
BE PERFORMED BETWEEN JAN 1 AND SEPT 15.
REMEDY: THE OWNER SHALL ARRANGE TO HAVE REQUIRED INSPECTIONS/TESTS MADE
BY AN INSPECTION AGENCY QUALIFIED BY THIS DEPT. AN INSPECTION/TEST RESULT
REPORT MUST BE FILED WITH THIS DEPT. IN CONFORMANCE WITH NYC DEPARTMENT OF
BUILDINGS REGULATIONS.

NOTE: ALL INQUIRES AND REFERENCE TO THIS VIOLATION SHOULD BE
DIRECTED TO THE ELEVATOR VIOLATION DIVISION.
BRIBERY IS A CRIME PUNISHABLE BY IMPRISONMENT AND/OR FINE

BOROUGH SUPERINTENDENT
COMMISSIONER DEPT. OF BUILDINGS
ISSUED TO OWNER/AUTHORIZED AGENT.
NOTICE OF VIOLATION
T
O

1683635

FIRE DEPARTMENT * CITY OF NEW YORK
BUREAU OF REVENUE MANAGEMENT
9 METROTECH CENTER
BROOKLYN, N.Y. 11201-3857

REPORT AND RECORD SEARCH REQUEST

VIA: S.J. CARROLL JR., INC.
388 ATLANTIC AVENUE, SUITE #2
BROOKLYN, N.Y. 11217

SEARCH #

CHECKED BY

COMPANY: NEW YORK TITLE RESEARCH

DATE : 07/25/2007

TITLE #: NYT11289

COUNTY: MANHATTAN

SJC REF: 354378

BUILDING CLASS: L8

The undersigned requests the following information:

PREMISES : 160 MADISON AVENUE

☒ 1. Record of existing Fire Department Violations FEE: \$10.00

☐ 2. Record of Permit for FEE: \$10.00

☐ 3. Other FEE: \$10.00

TOTAL FEE: \$10.00

State applicant's interest in or relation to premise: TITLE INSURANCE

(THE CITY OF NEW YORK IS NOT BEING SUED, NOR IS THERE ANY INTENTION TO SUE THE CITY OF NEW YORK)

DO NOT WRITE BELOW THIS LINE

Gentlemen:

In reply to your request concerning the premises mentioned above, please be advised that as of 9 A.M. on
our records show the following:

SEARCHED BY: S.A.
Chief of Fire Prevention

JUN 19 2007
NO VIOLATIONS
Bureau of Fire Prevention
Fire Dept. City of N.Y.

VIOLATIONS RECORDED ABOVE ARE ONLY THOSE WHICH ARE A MATTER OF RECORD IN THE HEADQUARTERS OF THE BUREAU OF FIRE PREVENTION, AND MAY NOT
INCLUDE VIOLATIONS ISSUED BY LOCAL OFFICES.



S.J. CARROLL JR., INC.

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for over **30** *years*

CERTIFICATE OF OCCUPANCY

COMPANY: NEW YORK TITLE RESEARCH

DATE : 07/25/2007

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

BLOCK: 862 LOT: 20

SJC REF: 354378

Attached find Certificate of Occupancy # 27411 issued on 03/04/1941 for a
SEVEN STORY FIREPROOF BUILDING; STORE, OFFICE, SHOWROOMS AND FACTORY.

According to the Building Department Index Records there are no alteration plans
approved subsequent to this certificate of occupancy that either change or propose
to change the legal occupancy of these premises.

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Page 1 of 1

DEPARTMENT OF HOUSING AND BUILDINGS
BOROUGH OF MANHATTAN, CITY OF NEW YORK HVC

No. **27411**Date **March 4, 1941****CERTIFICATE OF OCCUPANCY**

(Standard form adopted by the Board of Standards and Appeals and issued pursuant to Section 646 of the New York Charter, and Sections C26-181.0 to C26-187.0 inclusive Administrative Code 213.1 to 213.7, Building Code.)

This certificate supersedes C. O. No. **4571**To the owner or owners of the building ~~occupancy~~

THIS CERTIFIES that the ~~new~~ altered ~~existing~~ building ~~occupancy~~ located at
160 Madison Avenue
24'7" front

Block **862** Lot **20**

conforms substantially to the approved plans and specifications, and to the requirements of the building code and all other laws and ordinances, and of the rules and regulations of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and CERTIFIES FURTHER that, any provisions of Section 646 of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

NYZ Alt. No.— **532-1940**Construction classification—**fireproof**Occupancy classification— **Factory**Height **7** stories, **75** feetDate of completion— **August 15, 1940**Located in **restricted retail Use District**
2965-1940B Area **2**

Height Zone at time of issuance of permit

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals:
 (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED			USE
		MALE	FEMALE	TOTAL	
Cellar					
1st Story	120			25	Printing shop and boiler
Mezzanine	120			15	Store
2nd Story	120			25	Store
3rd "	120			25	Offices, showrooms and Factory
4th "	120			25	
5th "	120			25	
6th "	120			25	
7th "	120			25	

Note: Not more than 25% of floor area to be used for wholesale manufacturing for the 2nd to 7th stories.

Note: Not more than 25% of the floor area to be used for incidental manufacturing on cellar and 1st floor.

Fire alarm system approved by
 Fire Department November 15, 1940.



S.J. CARROLL JR., INC.

Researching the Records of NYC Agencies

Quality & Service **25** *years*

STREET REPORT SEARCH

COMPANY: NEW YORK TITLE RESEARCH

DATE : 07/25/2007

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

BLOCK: 862

LOT: 20

SJC REF: 354378

FRONT STREET: MADISON AVENUE
WIDTH: MAPPED AT 75' BY THE CITY OF NEW YORK
DEDICATED: LEGALLY OPENED 12/1844
OTHER INFO:

CROSS STREET: EAST 32 STREET
WIDTH: MAPPED AT 60' BY THE CITY OF NEW YORK
DEDICATED: LEGALLY OPENED 06/1838
OTHER INFO:

CROSS STREET:
WIDTH:
DEDICATED:
OTHER INFO:

IMPORTANT NOTICE ABOUT SEARCH INFORMATION
S.J. CARROLL JR. INC. DOES HEREBY STATE THAT THE RECORDS OF THE ABOVE CITY AGENCY WAS EXAMINED AND THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE
ABSTRACT OF THE INFORMATION CONTAINED THEREIN ON THE ABOVE NOTED DATE. THIS REPORT IS FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED HEREUNDER.
Page 1 of 1

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S.J. CARROLL JR., INC.

Researching the Records of NYC Agencies

Quality & Service
by over **25** years

EMERGENCY REPAIR SEARCH

COMPANY: NEW YORK TITLE RESEARCH

DATE : 07/25/2007

TITLE #: NYT11289

COUNTY: MANHATTAN

PREMISES : 160 MADISON AVENUE

SJC REF: 354378

DATE OF LAST PRINTED LIEN BOOK: 12/29/2006

RECOUPMENT UNIT:

*TOTAL MONEY DUE: 0.00

WORK IN PROGRESS:

XXX

NO EMERGENCY REPAIRS HAVE BEEN GIVEN OUT SUBSEQUENT
TO THE LAST LIEN BOOK.

THE ATTACHED EMERGENCY REPAIRS HAVE BEEN GIVEN OUT
AT THE ABOVE ADDRESS.

***NOTE: THE DEPARTMENT OF HPD HAS ADVISED US THAT CERTAIN RECORDS OF THEIR OFFICE
MAY BE INACCURATE. A PAYOFF LETTER MUST BE OBTAINED ON ALL PROPERTIES WHERE THERE
IS MONEY OWED TO THE RECOUPMENT UNIT. HPD HAS CONFIRMED THAT PROPERTIES THAT
REFLECT A ZERO BALANCE ARE ACCURATE AND THAT A PAYOFF LETTER IS NOT REQUIRED.**

IMPORTANT NOTICE ABOUT SEARCH INFORMATION

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ABSTRACT OF THE INFORMATION CONTAINED THEREIN ON THE ABOVE NOTED DATE. THIS REPORT IS FOR INFORMATION PURPOSES ONLY. NO LIABILITY IS ASSUMED HEREUNDER.

Page 1 of 1

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CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT--THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

SO IN ORIGINAL

REEL 875-1570

THIS INDENTURE, made the 1st day of December, nineteen hundred and eighty-three
BETWEEN Henry Trainman Associates, Inc.
160 Madison Avenue
New York, New York,

party of the first part, and 160 Madison Avenue Owners Corporation
160 Madison Avenue
New York, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of Madison Avenue distant 73 feet 11 1/2 inches Northerly from the corner formed by the intersection of the Westerly side of Madison Avenue and the Northerly side of 32nd Street;

RUNNING THENCE Northerly along the Westerly side of Madison Avenue 24 feet 7 inches;

THENCE Westerly and part of the distance through a party wall 95 feet;

THENCE Southerly and parallel with ~~the corner of~~ Madison Avenue 24 feet 7 inches;

THENCE Easterly and parallel with ~~the corner of~~ 32nd Street and part of the distance through a party wall 95 feet to the Westerly side of Madison Avenue at the point or place of BEGINNING.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; 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, the heirs or successors and assigns of the party of the second part forever.

The property described herein does not constitute all or substantially all of the assets of the corporation.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part 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 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.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Henry Trainman Associates, Inc.

By Henry Trainman
Henry Trainman, President

☆ SO IN ORIGINAL ☆

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

REEL 575 PG 1571

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

SO IN ORIGINAL

STATE OF NEW YORK, COUNTY OF NEW YORK

On the 1st day of November 1983, before me personally came Henry Traiman

to me known, who, being by me duly sworn, did depose and say that he resides at No. 160 Middle Neck Road, Great Neck, New York, that he is the President

of Henry Traiman Associates, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[Signature]
MICHAEL IRWIN MELTZER
Notary Public, State of New York
No. 414635549
Qualified in Queens County
Commission Expires March 30, 1984

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

described in and who executed the foregoing instrument, that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Quitclaim Deed

TITLE NO.

Henry Traiman Associates, Inc.

TO

160 Madison Avenue Owners Corporation

SECTION 3

BLOCK 862

LOT 20

COUNTY QUEENSCONK New York

LOC. VER

Recorded At Request of *[Signature]*
RETURN BY MAIL TO:



SEAGAL, MELTZER & ~~COMPANIES~~
225 Broadway
New York, New York 10007
ATTN: Michael Irwin Meltzer

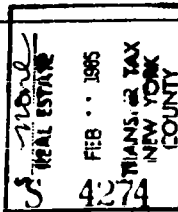
Zip No.

5047

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Comp. Filed

651221 12:59



OFFICE OF CITY REGISTER
New York County
RECEIVED
Witness my hand
and official seal

[Signature]
CITY REGISTER

APR. 12 1985

R 1134

Y-2

[illegible]

...having or doing as a nuisance or for the carrying on therein of any
 of manufacturing trade or business whatever which may be in any way
 injurious or offensive to the neighboring inhabitants and it is mutually
 hereby agreed that the covenants herein contained shall be observed kept
 and construed as covenants running with the land and shall be
 binding on the parties hereto respectively and on their respective heirs
 assigns In witness whereof the said parties have hereunto set their
 and seals the day and year first above written De Forest Maine 12th
 & S. Haines (S) Thomas C Davis (S) Francis Gifford (S) and
 and deputed in the presence of the word agreed on the second page
 the word and for the like consideration on the third page
 informed Michael J McCarty Esq. and Henry G. (S)
 15 (first & second day of March one thousand eight hundred & 15
 Michael J McCarty of said city the undersigned witness to the
 given agreement in which the said parties personally acquainted
 middle term did deliver say that he resides in said city to wit
 in the Forest Maine Charles S Haines Francis Gifford
 Thomas C Davis the several persons described in which is set out
 said agreement has the several specified the sum of ten thousand
 and that he said Michael J McCarty became the said
 witness to the Theodore Martin Commissioner of Deeds

Recorded the preceding in the register
 of S. Haines March 6th 1884 at 55 in past 3 PM

and
 Deeds

This Indenture made the Victa day of March in the
 year one thousand eight hundred and forty Between Joseph
Sandford of the County of York State of Maine to Sarah C
and Charles Sandford of the same
 place party of the second part witnesseth that the said party
 of the first part for and in consideration of the sum of ten thousand
 eight hundred and forty dollars lawful money of the United States
 of America hereinafter in hand paid by the said party of the second
 part at or before the entering and delivery of these presents to the use
 whereof the said party of the first part is indebted and the said party of the second part
 said executor and administrators forever released and discharged
 from the same by these presents have granted bargained sold alien
 said released conveyed and confirmed and by these presents do
 grant bargain sell alien demise release convey and confirm with
 the said party of the second part and to his heirs and assigns with
All that certain lot of land in the seventeenth Township of
 York County and is now and distinguished in map of said town
 of Thomas H. Gifford and Henry G. 13 and 14th Sheet of file in
 the office of the Commissioner of Deeds in York County

described in said preceding the foregoing Instrument and severally advised that they executed the same as such First & Cash of said East River Bank by Authority of the Board of Directors thereof and that the seal hereon fixed is the Corporate Seal of said East River Bank and was so affixed from a true Board of Directors. John Newhouse, Clerk of Board.

Witness the preceding at the request of Cleveland, Julius & Sonny 13. 1855 at 2 P. M.

John A. Davis
Clerk.

664, 361

This Indenture made the twenty second day of December in the Year One thousand eight hundred and fifty four. Between *Charles E. Havens* of the City of New York Counsellor at Law of the first part and *De Forest Manice* of Hempstead in the County of Queens Gentlemen of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of Ten dollars to him money of the United States of America to him paid by the said party of the second part at or before the making and delivery of these presents the receipt whereof is hereby acknowledged hath granted bargained sold aliened released conveyed and confirmed and by these presents doth grant bargain sell alien release convey and confirm unto the said party of the second part and to his heirs and assigns forever *One equal undivided one fourth part of All those Ten certain lot pieces or parcels of ground situate lying and being in the County first Ward of the City of New York and taken together are bounded and described as follows viz. Beginning at corner formed by the intersection of the Southernly line of Thirty fourth street with the Westernly line of Madison Avenue and running thence Westly along said Southernly line of Thirty fourth street One hundred and twenty feet thence Southernly and parallel with Madison Avenue One hundred and ninety seven feet six inches to the Northernly line of Thirty third street thence Eastly along said Northernly line of Thirty third street One hundred and twenty feet to the Westernly line of Madison Avenue and thence along said Westernly line of Madison Avenue One hundred and ninety seven feet six inches to the place of beginning. And also one equal undivided one fourth part of All those Eleven certain lot pieces or parcels of ground situate lying and being in the said County first Ward of said City of New York and which taken together are bounded and described as follows viz. Beginning at the corner formed by the intersection of Southernly line of Thirty third street with the Easternly line of Madison Avenue and running thence Eastly along said Southernly line of Thirty third street One hundred and fifty feet thence Southernly and parallel with Madison Avenue ninety eight feet nine inches to the center of the block between Thirty second and Thirty third streets thence Westly along said center line and parallel with Thirty third street twenty five feet thence Southernly and parallel with Madison Avenue ninety eight feet nine inches to the Northernly line of Thirty second street thence Westly along said Northernly line of Thirty second street One hundred and*

and severally adjoin-
ing East River Bar
at the seal here to
and was so affixed
in the name of
and John de

J. C. Jones
Esq.

Twenty second day
of fifty-four. Before
the at Law of the
lead in the town
that the said
of Ten dollars to
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ed altered now
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Thirty fourth
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line of Madison
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thence and parallel
to the center
streets thence
thirty third
Madison Avenue
of Thirty second

Madison Avenue and thence North-ly along said Easterly line of Madison
Avenue One hundred and twenty seven feet six inches to the place of begin-
ning. And also one equal undivided one fourth part of all those
Eighteen lots pieces or parcels of ground situate lying and being in the said
Twenty first Ward of the said City of New York and which taken together
are bounded and described as follows viz. Beginning at the corner formed
by the intersection of the South-ly line of Thirty second Street with the Easterly
line of Madison Avenue and running thence Easterly along said Easterly
line of Thirty second Street One hundred and twenty five feet thence
South-ly and parallel with Madison Avenue ninety eight feet nine in-
ches to the center line of the block between Thirty first and Thirty second Streets
thence Easterly along said center line and parallel with Thirty second Street
about eighty six feet ten inches to the middle or center line of the old
middle Road thence South-ly along said line formerly the middle
or center line of the old middle road nine feet and one half of one inch
thence South-ly on a straight line eighty feet and two inches to a
point distant Two hundred and eighty feet Easterly from Madison
Avenue on a line drawn at right angles thence thence South-ly and
parallel with Madison Avenue about eighty nine feet eight and one
half inches to the North-ly line of Thirty first Street thence West-ly along
said North-ly line of Thirty first Street Two hundred and eighty feet
to the Easterly line of Madison Avenue and thence North-ly along said
Easterly line of Madison Avenue One hundred and twenty seven feet
six inches to the place of beginning. And also one equal undivided one
fourth part of all those eleven lots pieces or parcels of ground situate
lying and being in the said Twenty first Ward of the said City of
New York and which taken together are bounded and described as follows
viz. Beginning at the corner formed by the intersection of the North-ly line
of Thirty second Street with the West-ly line of Madison Avenue and running
thence West-ly along said North-ly line of Thirty second Street Two hundred and
twenty feet thence North-ly and parallel with Madison Avenue ninety eight
feet nine inches to the center line of the block between Thirty second and Thirty
third Streets thence Easterly along said center line and parallel with Thirty
second Street One hundred and twenty five feet thence North-ly and parallel
with Madison Avenue ninety nine feet four and one half inches thence Easterly
and parallel with Thirty third Street ninety feet to the West-ly line
of Madison Avenue and thence South-ly along said West-ly line of
Madison Avenue One hundred and forty eight feet one inch and one
half of an inch to the place of beginning. And also one equal undivided
one fourth part of All those Three certain lots pieces or parcels of ground
situate lying and being in the said Twenty first Ward of the said City
of New York and which taken together are bounded and described as
follows viz. Beginning at a point in the Easterly line of Madison
Avenue distant twenty four feet eight inches and one half of an inch
South-ly from the corner formed by the intersection of the Easterly
line of the Fifth Avenue with the South-ly line of Madison Avenue
and running thence Easterly and parallel with Madison Avenue

Seventy four feet and three fourths of One inch to the center line of the said
 block between Thirty second and Thirty third Streets thence Westerly along said
 center line and parallel with Thirty third Street One hundred feet to the
 Easterly line of the Fifth Avenue thence Northerly along said Easterly line of the
 Fifth Avenue Seventy four feet and three fourths of One inch to the place of
 beginning. And also one equal undivided one fourth part of All that certain
 lot piece or parcel of ground situate lying and being in the said Twenty first
 Ward of the said City of New York and which is bounded and described as
 follows viz., Beginning at a point in the Northerly line of Thirty third Street
 distant One hundred feet Easterly from the corner formed by the intersection
 of the Northerly line of Thirty third Street with the Easterly line of Madison Avenue
 and running thence Northerly and parallel with Madison Avenue ninety eight
 feet nine inches to the center line of the block between Thirty third and Thirty
 fourth Streets thence Easterly along said center line and parallel with Thirty
 third Street twenty five feet thence Northerly and parallel with Madison
 Avenue ninety eight feet nine inches to the Northerly line of Thirty third
 Street and thence Westerly along the Northerly line of Thirty third Street
 twenty five feet to the place of beginning. The said last mentioned lot being
subject to the party wall agreement between the parties hereto. And also
 the right title and interest of any of the party of the first part, or any and to the
 other three fourth parts of the several lots of land above described. Together
 with all and singular the tenements, hereditaments and appurtenances there-
 unto belonging or in any wise appertaining and the revenues and pensions,
 remainders and remainders rents issues and profits thereof and also all the
 estate right title interest property possession claim and demand whatsoever
 as well in law as in equity of the said party of the first part, or to the
 above described premises and every part and parcel thereof with the appurte-
 nances. To have and To hold all and singular the above mentioned and
 described premises together with the appurtenances unto the said party of
 the second part his heirs and assigns forever. I Subject however to the covenants
 and conditions contained in a certain agreement dated the first day of
 February One thousand eight hundred and fifty made between the
 said De Forest Maurice and Charles S. Havens parties thereto of the first
 part and Francis Griffer and Thomas E. Davis parties thereto of the
 second part which said agreement was recorded in the office of Register of
 the City and County of New York in Liber 536 of Conveyances page 351 on the
 eighth day of March One thousand eight hundred and fifty. And the said Charles S.
 Havens for himself his heirs executors and administrators doth hereby
 covenant promise and agree to and with the said party of the second part
 his heirs and assigns that he has not made done committed executed or
 suffered any act or act thing or things whatsoever whereby or by means
 whereof the above mentioned and described premises or any part thereof
 now or at any time hereafter shall or may be impeached charge or
 encumbered in any manner or way whatsoever. And the said party of
 the second part for himself his heirs and assigns doth hereby covenant
 promise and agree to and with the said party of the first part his

because part on his Paris or foreign shall or will at any time hereafter, permit the said premises or any part thereof or any building which shall be erected thereon to be used for a livery stable or stage or omnibus, stable or slaughter house, butcher shop, meat shop, tallow chandlery, Smith shop, forge, furnace, steam engine, coal foundry, mill or other manufactory or any manufactory of gunpowder, gas, lime, glass, starch, glue, varnish, paint, with a lamp or for the tanning, dressing, bleaching or preparing skins, furs or leather or any tanning or distilling, or for the making or baking of any kind of earthenware or for the carrying thereon or therein any kind of trade manufacture or business whatever which may or shall be in any wise noxious or offensive to the neighborhood inhabitants. I do hereby Witness the said parties to these presents have hereunto set their hands and seals this day and year first above written. C. H. Havens Esq. De Forest Maurice Esq. and others in the presence of on 7th line from bottom of 2^d page the under "The true last mentioned lot being subject to the party with agreement between the parties hereto" being intended prior to the execution hereof Elias L. Smith. Thos Beebe as to Mr. Maurice, City and County of New York. On the thirteenth day of January One thousand eight hundred and fifty five Charles H. Havens to me known to be the same person described in and who executed the above indenture, acknowledged before me that he executed the same. Elias L. Smith, Com. of Deeds, Sany 13. 1855 at 8 minis past 2 P M

This Indenture

Wm J. Crane

Registered

made the twenty second day of December in the Year One thousand eight hundred and fifty four between De Forest Maurice of Hempstead in the County of Queens Gentleman and Catherine Maria his wife of the first part & Charles H. Havens of the City of New York Esq. at Law of the second part. Witnesseth that the said parties of the first part for and in consideration of the sum of Ten 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 making and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened remised released conveyed confirmed and by these presents do grant bargain sell alien remise release convey and confirm unto the said party of the second part and to his heirs assigns forever Three equal undivided one fourth parts of the lot or lots of the City of New York numbered and described as follows Beginning at the intersection of the Southern line of the City of New York with the Eastern line of Madison Avenue and running Northwesterly parallel with Madison Avenue

Recorded this proceeding at the request of
Mark Rey December 20th 1858. D. G. Clerk 40 mins. 1858.

L 762, 507

W. M. Munn

This Indenture made the first day of November in the year
one thousand eight hundred & fifty eight between De Forest Maurice &
Catherine Maria his wife of the County of Hempstead, County of Queens
and State of New York, parties of the first part & David Robins of the
City County & State of New York party of the second part Witnesseth
that the said parties of the first part for and in consideration of the
sum of Thirty Three 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 making & delivery of these presents the receipt
whereof is hereby acknowledged and the said party of the second part
his heirs executors & administrators for ever release & discharged from
the same by these presents have granted bargained sold aliened
remised released conveyed & confirmed and by these presents do grant
bargain sell alien remise release convey & confirm unto the said
party of the second part and to his heirs & assigns for ever All that
certain lots pieces or parcels of ground situate lying & being in
the Twenty first Ward of the City of New York and more lately known
as bounded & described as follows viz Beginning at a point in the
Westerly line of Madison Avenue distant forty nine feet four inches &
one half of one inch Northerly from the corner formed by the intersection
of the Westerly line of Madison Avenue with the Northerly line of Thirty
second street & running thence westerly & parallel with thirty second
street twenty five feet thence Northerly & parallel with Madison Avenue
thence westerly & parallel with thirty second street thirty eight feet & more inches
thence easterly & parallel with thirty second street thirty feet to the Westerly line of Madison Avenue
thence Southerly along the Westerly line of Madison Avenue nine
eights feet & more inches to the place of beginning Together with all and
singular the tenements hereditaments & appurtenances thereto belonging
in any wise appertaining & the revenues & revenues remaining and remain
ing rents issues & profits thereof Alsd also all the estate right
title interest power & right of power property possession claims & demands
whatsoever as well in law as in equity of the said parties of the first part
of and to the above and every part & parcel thereof with the appurtenances
to have and to hold the above granted bargained & conveyed premises
with the appurtenances unto the said party of the second part his heirs
& assigns to his & their own proper use benefit & behoof forever
In witness whereof the commands & conditions contained in the above
written the first day of November one thousand eight hundred & fifty eight
between the said De Forest Maurice & Catherine Maria of the first part & David Robins of the

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Queens
State of New
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second part: which said agreement was recorded in the Office of the Clerk of the City & County of New York on 2d Oct 536. of City and County 531, on the sixteenth day of March, one thousand eight hundred & fifty at by reference to the said agreement will more fully appear. And the said party of the second part for himself his heirs & assigns doth hereby covenant and with the said parties of the first part their heirs executors & administrators that neither the said party of the second part nor his heirs or assigns shall or will at any time hereafter permit the said premises of any part thereof or any building or truck thereon to be erected thereon or be used for a livery stable or stage, or omnibus stable, or slaughter house, butcher shop, meat shop, larder, chandlery, smith shop, forge, furnace, steam engine, manufacturing, mill or other iron factory, or any manufactory of gunpowder, gas, lime, glass, turck, glue, varnish, nitrol, pitch or turpentine, or for the tanning, dressing, keeping or preparing skins, hides or leather, or any brewing or distilling, or for the making or baking of any kind of earthenware, or for the carrying thereon or therein any kind of trade, manufactory or business whatever, which any or shall be in any wise noxious or offensive to the neighboring inhabitants: And also that he, the said party of the second part his heirs, executors, administrators or assigns shall and will erect and fully complete ready for occupation within two years from the date hereof upon the said four lots four strictly first class, four story high stoop dwelling houses with brown stone fronts, each house to be about twenty four feet eight inches & one fourth of an inch in width & to be fully equal in cost value & style of finish to the houses now being built by the said party of the second part on the South side of Thirty third street between Madison & Fifth Avenues: And the said De Forest Manie for himself his heirs, executors & administrators doth covenant grant & agree to and with the said party of the second part his heirs & assigns that the said De Forest Manie at the time of the making and delivery of these presents is lawfully seized in his own right of a good estate & indefeasible estate of inheritance in fee simple & undivided & undivided the above granted, covenanted & described premises with the appurtenances except as aforesaid, and hath good right full power & lawful authority to grant bargain, sell & convey the same in manner & form aforesaid: And the said party of the second part his heirs & assigns shall and will at all times hereafter pleasantly & quietly have hold use occupy possess and enjoy the above granted premises & every part & parcel thereof with the appurtenances without any let suit trouble molestation hindrance or disturbance of the said parties of the first part their heirs or of any other person or persons lawfully claiming or to claim the same: And that the said party of the second part is and shall be forever discharged & released from all burden & other grants, titles charges & other encumbrances of what nature or kind soever which may have been or shall be made or claimed against the said premises: And also that the said parties of the first part their heirs and assigns shall and will forever

