

Make Remittances
Payable to
City of Glen Cove
City Hall
Glen Cove, N. Y.

CITY OF GLEN COVE
GLEN COVE, N. Y.
CITY TAX LEVY OF 1961

DO NOT DETACH

Forward Entire Bill.
Receipt Will Be
Returned.

If Stamped Arrears Below
Apply to Comm. Finance
Glen Cove, N. Y., for
Information and Bills

Covering the Period Year January 1, 1961, to December 31, 1961

As of Dec. 1, 1960

The total amount of local assistance
estimated to be received from the
State of New York by the City of
Glen Cove during the fiscal year
ending December 31, 1961, is
\$141,918.75

ACCOUNT NO.	TOTAL TAX
3412	316.31
DISCOUNT OR PENALTY	

1961
CITY TAX ONLY

NOTE:—The Section, Block and Lot Numbers on
the lower part of this bill are the description of
property as shown on the 1961 Assessment Rolls.
When writing for information or bills refer to
this Section, Block and Lot.

Be sure Section, Block and Lot numbers are cor-
rect for your property. Payment once recorded
cannot be changed. See Other Side For Rates

WILLIAM HARTNETT
RIDGEWOOD SAV. BANK
% CHAS.A.PETERSON & CO.

9mo 3306 ✓
11

SEC BLK LOT
23 66 10

Assessed Valuation Bonus
10,650.

RECEIVED PAYMENT — SECOND HALF OR TOTAL TAX

Valid Only When Received By Machine

Receipt No. Date Paid Amount Paid
AN225607 JUL 1 1961 158.15

RECEIVED PAYMENT — FIRST HALF

Valid Only When Received By Machine

Receipt No. Date Paid Amount Paid
AN225607 JAN 1 1961 158.16

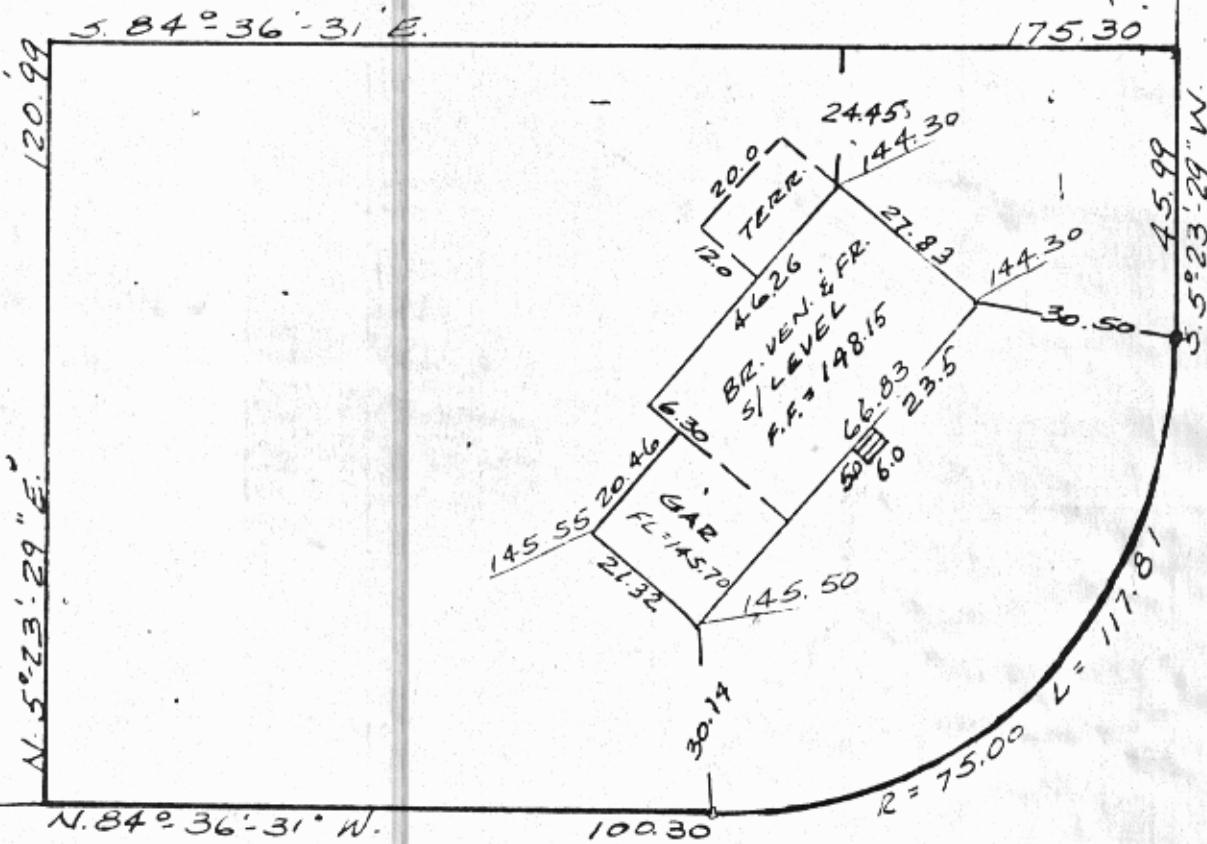
Cash	Cert. Check or M.O.	Check Subject to Coll.
To Be Filled In By Commissioner of Finance		
Am't Tax	Interest	Exp. Sale

Cash	Cert. Check or M.O.	Check Subject to Coll.
To Be Filled In By Commissioner of Finance		
Am't Tax	Interest	Exp. Sale

HELEN PLACE

It is hereby certified that the finished elevations of the first floor street, curbs, walks, etc., are correct. In my opinion these elevations are in substantial agreement with the approved plans and that they adequately accomplish the objectives of the VA minimum property requirements as stated in Section 880 Subdivision D of the F.H.A. minimum property requirements.

#9



N. 55° 23' 29" E.

100.30

145.28 EXIST. EST.

145.37 EDWARDS

EXIST. EST.

LANE

ELEVATION OF THIS PROPERTY NOT SHOWN, EXCEPT AS INDICATED.

FOR _____

SIDNEY B. BOWNE

LOTS 10

LIC. PRO. ENG'R & LAND SURVEYOR NO. 1772

BLOCK 66

MINEOLA, N.Y. 12-31-57

MAP OF MILLFORD AT GLEN COVE

SCALE 1" = 30' DATE OCT. 3/19/57

MEASUREMENTS U. S. STANDARD

LOCATION GLEN COVE, NASSAU CO., N.Y.

RIDGEWOOD SAVINGS BANK F.H.A.

GUARANTEED TO TITLE GUARANTEE & TRUST CO.

DRAWN BY E.C.

CHECKED BY J.P.

BOOK 184

PAGE 33

H. J. Blake

THIS AGREEMENT, made the **28th** day of **July**, nineteen hundred and **Sixty-one**
BETWEEN **WILLIAM F. HARTNETT, JR. and LORRAINE B. HARTNETT, his wife,** **both residing at 6 Edwards Lane, Glen Cove, N.Y.**

hereinafter described as the seller, and **JOHN M. SIMON residing at 1513 Belmont Avenue, New Hyde Park, N.Y.**

hereinafter described as the purchaser.

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

City of Glen Cove, County of Nassau and State of New York, known as and by Lot 10 in Block 66 as shown and designated on a certain map entitled, "Millford at Glen Cove, Glen Cove, Nassau County, N.Y., Sidney B. Bowe & Son, P.E. & P.S., Mineola, N.Y., August 1957," and filed in the Office of the Clerk of the County of Nassau on September 9, 1957 under the File No. 6923 and which said lot according to said map is bounded and described as follows:

BEGINNING at a point on the westerly side of Edwards Lane distant 208.67 feet southerly from the extreme southerly end of the arc connecting the southerly side of Helen Place with the westerly side of Edwards Lane; running thence along the westerly, northwesterly and northerly side of Edwards Lane the following 3 courses and distances: (1) South 5 degrees 23 minutes 29 seconds West 45.99 feet; (2) Southwesterly along the arc of a circle bearing to the right having a radius of 75 feet a distance of 117.81 feet; (3) North 84 degrees 36 minutes 31 seconds West 100.30 feet; thence North 5 degrees 23 minutes 29 seconds East 120.99 feet; thence South 84 degrees 36 minutes 31 seconds East 175.30 feet to the westerly side of Edwards Lane, the point or place of beginning.

SUBJECT to any state of facts an accurate survey may show, provided the same does not render title unmarketable. **SUBJECT to covenants, easements and restrictions of record, if any, now in force, provided the same will not prohibit the present owner of the premises and the continued use of the premises for the purpose of residence and if same will be employed.** The premises are more commonly known as 6 Edwards Lane, Glen Cove, N.Y.

The seller agrees to deliver the premises herein to the purchaser within four (4) days after closing, in broom clean condition. At the time of the closing the Attorney for the purchaser shall hold Five-hundred dollars (\$500.00) in escrow of the monies due the seller to insure that the seller will vacate within this four (4) day period. As soon as the seller vacates the premises, this sum shall be delivered to him by the purchaser's Attorney. Time shall be deemed "at the escrow".

The purchaser represents to the seller that the purchaser has examined the premises and the fixtures attached or appurtenant thereto and accepts the same as is and that neither the seller nor any agent or any representative of the seller has made any representations or warranties regarding the condition thereof. It is, however, agreed that all appliances and mechanical equipment will be delivered in good working order at the time of closing. At the time of closing the purchaser shall execute the necessary documents indicating that he is purchasing the above premises subject to a mortgage held by the Ridgewood Savings Bank, Mortgage No. 11-3306 in the original sum of Twenty thousand dollars (\$20,000.00) now reduced to approximately Nineteen thousand one-hundred dollars (\$19,100.00).

This sale includes all right, title and interest, if any, of the seller in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

and copy ready.

The price is **Thirty-three Thousand (\$33,000.00)** Dollars, payable as follows: **Three Thousand, Three Hundred (\$3,300.00)** Dollars, on the signing of this contract, by check subject to collection, the receipt of which is hereby acknowledged;

Approximately Ten Thousand, Six-Hundred (\$10,600.00) more or less Dollars, in cash or good certified check on the delivery of the deed as hereinafter provided;

Approximately Nineteen Thousand, One-Hundred (\$19,100.00) Dollars, by taking title subject to a **First** mortgage now a lien on said premises in that amount, bearing interest at the rate of **5-3/4** per cent per annum, the principal being due and payable **June 10th, 1988** and seller

will deliver a letter from Ridgewood Savings bank certifying as to the amount of unpaid principal and interest and escrow fund at closing. Dollars, by the purchaser or assigns executing, acknowledging and delivering to the seller a bond or note satisfactory to the seller secured by a purchase money mortgage on the above premises, in that amount, payable

together with interest at the rate of per cent per annum payable

~~Any bond or note and mortgage to be given hereunder shall be drawn on the standard forms of New York Board of Title Underwriters for mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees and pay for and affix to such instruments any and all revenue stamps that may be necessary.~~

~~If such purchase money mortgage is to be a subordinate mortgage on the premises it shall provide that it shall be subject and subordinate to the lien of the existing ~~mortgage of \$~~, any extensions thereof and to any mortgage or consolidated mortgage which may be placed on the premises in lieu thereof, and to any extensions thereof provided (a) that the interest rate thereof shall not be greater than per cent per annum and (b) that, if the principal amount thereof shall exceed the amount of principal owing and unpaid on said existing mortgage at the time of placing such new mortgage or consolidated mortgage, the excess be paid to the holder of such purchase money mortgage in reduction of the principal thereof. Such purchase money mortgage shall also provide that such payment to the holder thereof shall not alter or affect the regular installments, if any, of principal payable thereunder and shall further provide that the holder thereof will, on demand and without charge therefor, execute, acknowledge and deliver any agreement or agreements further to effectuate such subordination.~~

Said premises are sold and are to be conveyed subject to:

1. Zoning regulations and ordinances of the city, town or village in which the premises lie which are not violated by existing structures.
2. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.
3. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.

~~If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate.~~

All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed. Westchester County Sewer System Taxes shall be excluded from the provisions of this paragraph and the installments thereof not due and payable at the time of the delivery of the deed hereunder shall be assumed by the purchaser without abatement of the purchase price.

The following are to be apportioned:

(1) ~~Rents and charges collected~~ (2) Interest on mortgages. (3) Premiums on existing transferable insurance policies or renewals of those expiring prior to the closing. (4) Taxes and sewer rents, if any, on the basis of the fiscal year for which assessed. (5) Water charges on the basis of the calendar year. (6) Fuel, if any. (7) ~~Escrow fund~~

If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

If there be a water meter on the premises, the seller shall furnish a reading to date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge and the unfixed sewer rent, if any, based thereon for the intervening time shall be apportioned on the basis of such last reading.

The deed shall be the usual **Bargain and Sale with Covenants**

deed in proper statutory short form for record and shall be duly executed, acknowledged, and have revenue stamps in the proper amount affixed thereto by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

The seller shall give and the purchaser shall accept a title such as ~~any~~ ^{the} ~~good~~ ^{good} title company ~~all~~ ^{all}

All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

All fixtures and articles of personal property attached or appurtenant to or used in connection with said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale; without limiting the generality of the foregoing, such fixtures and articles of personal property include plumbing, heating, lighting and cooking fixtures, ~~air conditioning fixtures and units~~, ranges, refrigerators, radio, television aerial, bathroom and kitchen cabinets, ~~shampoo~~ ~~shampoo~~ mirrors, window blinds, shades, screens, awnings, storm windows, ~~window boxes~~, storm doors, mail boxes, weather vanes, flagpoles, pumps, shrubbery, ~~and outdoor statuary~~, dish washer, wall-to-wall carpeting, fireplace tools, basketball court & backboard, built-in wall oven, bar (doesn't include wine rack). DR-100-141.

The amount of any unpaid taxes, assessments, water charges and sewer rents which the seller is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the seller be allowed to the purchaser out of the balance of the purchase price, provided official bills therefor with interest and penalties thereon figured to said date are furnished by the seller at the closing. If at the date of closing title there may be any other liens or encumbrances which the seller is obligated to pay and discharge, the seller may use any portion of the balance of the purchase price to satisfy the same, provided the seller shall have delivered to the purchaser at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record, together with the cost of recording or filing said instruments. The purchaser, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate certified checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the seller shall comply with the foregoing requirements.

If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the seller, the seller will on request deliver to the purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against the seller.

In the event that the seller is unable to convey title in accordance with the terms of this contract, the sole liability of the seller will be to refund to the purchaser the amount paid on account of the purchase price and to pay the net cost of examining the title, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the net cost of any survey made in connection therewith incurred by the purchaser, and upon such refund and payment being made this contract shall be considered canceled.

The deed shall be delivered upon the receipt of said payments at the office of William F. Hartnett, Jr.,
220 East 42nd Street, New York 17, N.Y.

The parties agree that no Broker was involved in this sale

brought about this sale and the seller agrees to pay the commission at the rates established or adopted by the Board of Real Estate Brokers in the locality where the property is situated.

It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other. The purchaser has inspected the buildings standing on said premises and is thoroughly acquainted with their condition.

This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

If two or more persons constitute either the seller or the purchaser, the word "seller" or the word "purchaser" shall be construed as if it read "sellers" or "purchasers" whenever the sense of this agreement so requires.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presence of:

Logger & Hunter

W. E. T. Hartt.

William F. Hartnett, Jr.
John M. Dunn

100

L.S.

L.S.

NOTE: FIRE LOSSES. This form of contract contains no express provision as to risk of loss by fire or other casualty before delivery of the deed. Unless express provision is made, the provisions of Section 240-a of the Real Property Law will apply. This section also places risk of loss upon purchaser if title or possession is transferred prior to closing.

Paid on signing Contract.....	1000 OF COMING DOLLARS	Purchase Price.....	1000 OF COMING DOLLARS
1st Mortgage		Insurance.....	
Int. from @ %			
2nd Mortgage			
Int. from @ %			
Purchase Money Mortgage			
Security on Lease			
Rent from.....		Taxes.....	
Taxes.....		Water Rates.....	
		Sewer Rents.....	
		Fuel.....	
Water Rates.....			
Sewer Rents.....			
Assessments.....		Total Debit.....	
Total Credit.....		Total Credit.....	
		Balance Paid.....	

Closing of title under the within contract is hereby adjourned to

19 , at

o'clock, at **19** ; title to be closed and all adjustments to be made
as of **19** ; title to be closed and all adjustments to be made
Dated, **19**

Each student will receive a copy of the book.

For value received, the within contract and all the right, title and interest of the purchaser thereunder are hereby assigned, transferred and set over unto
and said assignee hereby assumes all obligations of the purchaser thereunder.

Dated, 19
PRINTED IN U.S.A. 040261600 040261600

Punjab

Assignee of Purchaser

卷之三

Giant magnet

APPENDICES

卷之三

**STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS**
Distributed by
**THE TITLE GUARANTEE
COMPANY**

**THE OBSERVANCE OF THE FOLLOWING SUGGESTIONS WILL SAVE TIME
AND TROUBLE AT THE CLOSING OF THIS TITLE**

The **SELLER** should bring with him all insurance policies and duplicates, receipted bills for taxes, assessments and water rates, and any leases, deeds or agreements affecting the property.

When there is a water meter on the premises, he should order it read, and bring bills therefor to the closing.

If there are mortgages on the property he should produce receipts showing to what date the interest has been paid, and if the principal or rate of interest has been reduced, he should produce certificates of such reduction signed and acknowledged by the holders of the mortgages.

He should furnish to the purchaser a full list of tenants, giving the names, rent paid by each, and date to which the rent has been paid.

The PURCHASER should be prepared with cash or a certified check drawn to his own order. The check may be certified for an approximate amount and cash may be provided for the balance of the settlement.

INDEX

1. Survey of Sidney B. Bowne, dated 12/31/57.
2. Extension of Mortgage, Loan No. 37-070652, dated 6/10/58, between Ridgewood Savings Bank and William F. Hartnett, Jr. and Lorrayne B. Hartnett, his wife.
3. Letter dated 8/18/61 of Ridgewood Savings Bank to William F. Hartnett, Jr.
4. Letter dated 8/30/61 from Hartnett to Ridgewood Savings Bank notifying Bank as to sale.
5. Memorandum of fire insurance, Policy #F17919A issued by Central Mutual Insurance Co. in the amount of \$30,000.
6. Letter to James C. Feely, Insurance Agent, dated 8/30/61 by Mr. Hartnett directing the beneficiary provision be changed.
7. Receipt of New York Water Service Division in the amount of \$15 representing security for the payment of bills for water service.
8. Receipt for renewal of oil burner services from Lewis Associates, Inc.
9. Title insurance policy issued by Title Guaranty & Trust Co.
10. Paid bill of Title Guaranty Co. on Title #2634693
11. Deed dated 8/30/61 and recorded in Deeds 6909, Page 475 on September 5, 1961 in the County Clerk's Office, Nassau County.
12. Closing Memorandum.

CLOSING MEMORANDUM

PREMISES: 6 Edwards Lane, Glen Cove, New York

SELLERS: William F. Hartnett, Jr. and Lorraine B. Hartnett

PURCHASERS: John M. Simon and Vicki C. Simon

PLACE: Offices of Hartnett & Associates,
220 East 42nd Street, New York.

TIME: August 30th, 1961 - 3 P.M.

TITLE CO.: TITLE GUARANTEE & TRUST CO., Title #2634693

PRESENT: There were present William F. Hartnett, Jr.,
John M. Simon, Joseph M. Midler, Esq., representing
the Purchasers, and Charles DiGangi representing
the Title Company.

CREDIT PURCHASER

Paid on Contract	\$ 3,300.00
First Mortgage	19,047.25
Interest on Mortgage (Paid to 8/1/61)	83.31
School Tax	67.98
Documentary Stamps	15.40
Total	\$ 22,513.94

CHARGE PURCHASER

Purchase Price	\$ 33,000.00
Fire Insurance	114.00
Water Deposit	15.00
Oil Burner Service	16.00
County Tax	67.90
City Tax	105.44
Total	\$ 33,686.21
Deduct Charges	<u>22,513.94</u>
BALANCE DUE.....	\$ 11,172.27

Balance was paid by certified check of John M. Simon,
drawn on the Bankers Trust Co. #700242, dated 8/30/61, in the
amount of \$10,500 and a personal check of John M. Simon drawn
on Bankers Trust Co. in the amount of \$672.27, making a total
of \$11,172.27. The said check in the amount of \$672.27 was
held in escrow by John M. Simon until Sellers physically vacated
the premises.

An additional check was issued by Mr. Simon to Title Guarantee
& Trust in the amount of \$206.90, representing payment of the title
insurance in the amount of \$186, a recording fee of \$5.50 for the
deed and U.S. Documentary Stamps in the amount of \$15.40.

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

DEED 6909 PAGE 475

15-40
THIS INDENTURE, made the 30th day of August, nineteen hundred and sixty-one
BETWEEN WILLIAM F. HARTNETT, JR. AND LORRAINE B. HARTNETT, his wife, both
residing at No. 6 Edwards Lane, Glen Cove, New York

party of the first part, and JOHN M. SIMON AND VICKI C. SIMON, his wife, both residing
at No. 1513 Belmont Avenue, New Hyde Park, New York

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration
paid by the party of the second part, does hereby grant and release 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 City of Glen Cove, County of Nassau and State of New York,
known as and by Lot 10 in Block 66 as shown and designated on a certain map
entitled "Millford at Glen Cove, Glen Cove, Nassau County, N.Y., Sidney B.
Bowne & Son, P.E. & P.S., Mineola, N.Y., August 1957", and filed in the Office
of the Clerk of the County of Nassau on September 9, 1957, under the File No.
6923 and which said lot according to said map is bounded and described as
follows:

BEGINNING at a point on the westerly side of Edwards Lane distant
208.67 feet southerly from the extreme southerly end of the arc connecting
the southerly side of Helen Place with the westerly side of Edwards Lane;
running thence along the westerly, northwesterly and northerly side of Edwards
Lane the following 3 courses and distances: (1) South 5 degrees 23 minutes
29 seconds West 45.99 feet; (2) Southwesterly along the arc of a circle bearing
to the right having a radius of 75 feet a distance of 117.81 feet; (3)
North 84 degrees 36 minutes 31 seconds West 100.30 feet; thence North 5 degrees
23 minutes 29 seconds East 120.99 feet; thence South 84 degrees 36 minutes
31 seconds East 175.30 feet to the westerly side of Edwards Lane, the point
or place of beginning.

SUBJECT to any state of facts an accurate survey may show.

SUBJECT to covenants, easements and restrictions of record, if any,
now in force.

SUBJECT to a mortgage held by the Ridgewood Savings Bank dated June
10th, 1958, Mortgage No. 3306-11, in the original amount of \$20,000.00, now
reduced to \$19,047.25, which the parties of the second part hereby agree to
assume and pay.

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.

AND the party of the first part covenants that the party of the first part has not done or suffered anything
whereby the said premises have been encumbered in any way whatever, except as aforesaid.
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of
the first part will receive the consideration for this conveyance and will hold the right to receive such consid-
eration 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:

Vicki C. Simon
Vicki C. Simon

John M. Simon
John M. Simon

Lorraine B. Hartnett
Lorraine B. Hartnett

William F. Hartnett Jr.
William F. Hartnett Jr.

Title No. T.G. Co. 2634693

PAGE 4/6 DEE6909

WILLIAM F. HARTNETT, JR. AND
LORRAINE B. HARTNETT, his wifeJOHN M. SIMON AND VICKI C. SIMON,
his wife

SEP 5 1961 3.29 PM

COUNTY CLERKS OFFICE
MASSAUGUANTY,
NEW YORK

RECORDED

TO **X 555****Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS**The land affected by the within instrument
lies in Section 23 in Block 66 on the
Land Map of the County ofRECORDED AT REQUEST OF
Joseph M. Miller, Esq.521 FIFTH AVENUE
New York 17, New YorkRECORDED AT REQUEST OF
THE TITLE GUARANTEE COMPANY

RETURN BY MAIL TO

3077 * 5-80-10M

STANDARD FORM OF
NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

THE TITLE GUARANTEE
COMPANY

CHARTERED 1863



On the 30th day of August 1961, before me personally came Robert N. Jager, Notary Public, State of New York, duly sworn, who, being by me duly sworn, did depose and say that he resides at No. 41-0956975, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

On the 30th day of August 1961, before me personally came William F. Hartnett, 3. Hartnett, Esq., Notary Public, State of New York, duly sworn, who, being by me duly sworn, did depose and say that he resides at No. 3077, 5-80-10M, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

On the 30th day of August 1961, before me personally came John M. Simon, 1961, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

On the 30th day of August 1961, before me personally came Vicki C. Simon, 1961, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

On the 30th day of August 1961, before me personally came Robert N. Jager, Notary Public, State of New York, duly sworn, who, being by me duly sworn, did depose and say that he resides at No. 41-0956975, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

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TITLE INSURANCE POLICY

THE TITLE GUARANTEE COMPANY

In Consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall s

described in Section 207-a of the
THE TITLE GUARANTEE COMPANY
CHARTERED 1883 IN NEW YORK
176 BROADWAY, NEW YORK 38, N. Y.

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176 BROADWAY, NEW YORK 38, N. Y.

263469

SAFIR AND KAHN
521 FIFTH AVE
NEW YORK 17 NY

8 / 30 / 1961

In Winter

has caused this

CONDITIONS OF THIS POLICY

Section 1

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means The Title Guarantee Company.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section 2 DEFENSE AND PROSECUTION OF SUITS

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

Section 3 CASES WHERE LIABILITY ARISES

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender

DEFINITIONS

and it shall have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy (1) if this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

Section 4

NOTICE OF CLAIM

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured, or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

Section 5

PAYMENT OF LOSS

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2), if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

CONDITIONS CONTINUED ON INSIDE BACK COVER

Name of Insured

JOHN M. SIMON AND VICKI C.
SIMON, his wife

Policy No. 2634693

Amount of Insurance \$ 33,000.00

Name of Insured

JOHN M. SIMON AND VICKI C.
SIMON, his wife

Policy No. 2634693

Amount of Insurance \$ 33,000.00

SCHEDULE A

Date of Issue 8/30/61

The estate or interest insured by this policy is fee simple vested in the insured by means of a deed made by William F. Hartnett, Jr. and Lorrayne B. Hartnett, his wife dated 8/30/61.

County of Dutchess and State of New York,

be it known the depositions on a certain day in the year, 1961, in the County of Dutchess, State of New York, before me, a Notary Public, in and for the State of New York, on file in the Clerk's Office of the County of Dutchess, N.Y., August 1961, and filed in the office of the Clerk of the County of Dutchess, N.Y., on the 30th day of August, 1961, under the file No. 102, and which said

SCHEDULE B

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

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Zoning restrictions or ordinances imposed by any governmental body.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises or to the land in any streets, roads, avenues, lanes or ways on which the premises abut, or the right to maintain therein vaults, tunnels, ramps or any other structure, or improvement or any rights or easements therein unless this policy specifically provides that such lands, rights or easements are insured; except that if the premises abut upon a physically open street or highway, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Compliance by the buildings or other erections upon the premises or their use with Federal, State and Municipal laws, regulations and ordinances.
7. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.

A. Water Agreement
Telephone Agreement

in Liber 6285 cp 380 (Streets)
in Liber 6299 cp 322

B. Survey made by Sidney B. Bowne dated 10/31/57 redated 12/31/57 shows a brick veneer and frame building and attached garage. No variations. Except changes since said date.

C. 1961/62 School Tax.

D. Mortgage made by Pond Ridge Acres, Inc. to Ridgewood Savings Bank for \$20,000.00 and interest, dated 11/21/57 recorded 11/25/57 in Liber 6192 mp 389, which mortgage has been reduced to \$19,047.25 and interest, but the evidence of such reduction has not been recorded.

Distance North 3 degrees 23 minutes 29 seconds east 100.00 feet,

thence south 34 degrees 36 minutes 31 seconds east 170.00 feet to

the westerly side of Edwards Lane, the point or place of beginning.

kw

SCHEDULE "B" OF THIS POLICY CONSISTS OF

1 SHEET(S).

SCHEDULE A

The premises in which the insured has the estate or interest covered by this policy

Section 6 ALL that certain lot, piece or parcel of land, with the buildings thereon erected, situate, lying and being in the City of Glen Cove, County of Nassau and State of New York, known as and by Lot 10 in Block 66 as shown and designated on a certain map entitled, "Millford at Glen Cove, Glen Cove, Nassau County, N.Y., Sidney B. Bowne and Son, P.E. and P.S., Mineola, N.Y., August 1957," and filed in the office of the Clerk of the County of Nassau on September 9, 1957 under the File No. 6923 and which said lot, according to said map, is bounded and described as follows:

BEGINNING at a point on the westerly side of Edwards Lane, distant 208.67 feet southerly from the extreme southerly end of the arc connecting the southerly side of Helen Place with the westerly

side of Edwards Lane;

running thence along the westerly, northwesterly and northerly

side of Edwards Lane, the following 3 courses and distances:

(1) south 5 degrees 23 minutes 29 seconds west 45.99 feet;

(2) southwesterly along the arc of a circle bearing to the right having a radius of 75 feet a distance of 117.81 feet;

(3) north 84 degrees 36 minutes 31 seconds west 100.30 feet;

thence north 5 degrees 23 minutes 29 seconds east 120.99 feet;

thence south 84 degrees 36 minutes 31 seconds east 175.30 feet to

the westerly side of Edwards Lane, the point or place of beginning.

Section 6 CO-INSURANCE AND APPORTIONMENT

(a) In the event that a partial loss occurs after an alteration or improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the alteration or improvement exceeds 20 per centum of the amount insured hereunder, such proportion only of any partial loss established shall be borne by this company as 120 per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the alteration or improvement.

This clause shall not apply to counsel fees and disbursements incurred by this company in defending or prosecuting actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings. This clause shall not apply to losses which do not exceed in the aggregate an amount equal to one per centum of the face amount of this policy. This company will pay such fees, disbursements, costs and losses without contribution by the insured.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

Section 7**ASSIGNMENT OF POLICY**

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance

provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

Section 8**SUBROGATION**

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

Section 9**MISREPRESENTATION**

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

Section 10**NO WAIVER OF CONDITIONS**

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

Section 11**POLICY ENTIRE CONTRACT**

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

Section 12**VALIDATION AND MODIFICATION**

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents.

ENDORSEMENTS