

U.S. Internal Revenue Stamp Affixed

P 678-Warranty deed: live clause, ind. or corp.

JULIUS BLUMBERG, INC. LAW BLANK PUBLISHERS

017820

This Indenture made December 8, 1993

Between HOGEBOOM & CAMPFIELD, INC.
50 Sauquoit Street
New York Mills, New York 13417

party of the first part, and

BOARD OF TRUSTEES OF THE NEW HARTFORD PUBLIC LIBRARY OF THE TOWN OF
NEW HARTFORD, NEW YORK
2 Paris Road, New Hartford, New York 13413

party of the second part,

Witnesseth that the party of the first part, in consideration of

-----ONE and no/100-----Dollars (\$1.00-----)

lawful money of the United States, and other good and 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 tract, piece or parcel of land situate in the Town of New Hartford, County of Oneida and State of New York as shown on a map entitled "Parcel of Land to be Conveyed to Town of New Hartford, Oxford Road, Town of New Hartford, Oneida County, New York," dated October 31, 1991, revised December 12, 1991 and made by David M. Edwards, P.L.S. No. 49804; said parcel being more particularly described as follows:

Beginning at a point in the centerline of Oxford Road at its intersection with the division line between the lands of Hogeboom & Campfield, Inc. (L. 1915, P. 112) on the south and the lands of Henry Heinlein, Jr. and Joan Heinlein (L. 2035, P. 559) on the north;

thence south 79 deg. 38' 00" east, along said division line, a distance of 404.78 feet to an iron rod found; said iron rod located on the division line between the herein described parcel on the east and the lands of Henry Heinlein, Jr. and Joan Heinlein (L. 2035, P. 559) on the west;

thence north 04 deg. 55' 00" east, along said division line, and the division line between the herein described property on the east and the lands of David Chetnick and Sarah Chetnick (L. 2038, P. 863) on the west, a distance of 212.32 feet to an iron rod found; said iron rod located on the division line between the herein described parcel on the south and the lands of Village East, Inc. (L. 2498, P. 167) on the north;

thence south 78 deg. 42' 30" east, along said division line, a distance of 193.36 feet to an iron rod set; said iron rod located in the approximate centerline of a 60' Sanitary Sewer Easement (L. 1966, P. 427);

thence south 23 deg. 18' 00" west, through the lands of Hogeboom & Campfield (L. 1915, P. 112) and along the approximate centerline of said sewer easement, a distance of 411.32 feet to an iron rod set;

thence north 79 deg. 38' 00" west, continuing through the lands of Hogeboom & Campfield (L. 1915, P. 112), and passing through an iron rod set on the easterly street boundary of Oxford Road, a distance of 469.22 feet to a point in the centerline of said Oxford Road;

thence north 05 deg. 25' 20" east, along said centerline, a distance of 193.37 feet to the point of beginning, containing 129,712 i square feet or 2.977 acres, more or less.

Together with a non-exclusive right of way and easement for access by vehicle and foot over Beechwood Road as extended over Seller's adjoining and contiguous remaining property on the south, said Beechwood Road extension to run parallel with and along the full southerly boundary of the premises to be conveyed.

Subject to all restrictions, easements, covenants and rights of way of record.

2670 451

49257
Map Roll 1595

BEING part of the premises conveyed by Ralph Pryputniewicz by warranty deed dated July 9, 1970, and recorded in Oneida County Clerk's Office in Book of Deeds No. 1915, at page 112.

Pursuant to Sect. 909 of Business Corporation Law, this conveyance does not represent allor substantially all the assets of the corporation, and is made in the regular course of business.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

Do 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 as follows:

First, That the party of the second part shall quietly enjoy the said premises;

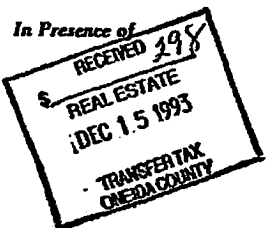
Second, That the party of the first part will forever Warrant the title to said premises.

Third, 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 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



By: Philip B. Husted
Philip B. Husted, Jr.

RECORDED
LIBER OF PAGE
1993 DEC 15 PM 4:10

ONEIDA COUNTY CLERK

STATE OF NEW YORK, COUNTY OF ONEIDA ss:

On December 8 1993, before me personally came Philip B. Husted, Jr., who being by me duly sworn, did depose and say that deponent resides at No. Whitesboro, NY deponent is President Hogeboom & Campfield

the corporation described in and which executed, the foregoing instrument; deponent 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; deponent signed deponent's name thereto by his signature.

Vincent R. Corrou, Jr.
Notary Public, NYS Oneida County
My Commission Expires 10/31/95

STATE OF NEW YORK, COUNTY OF _____ ss:

On _____ 19____, before me personally came _____

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

017520

WARRANTY WITH LIEN COVENANT
Hogeboom & Campfield, Inc.
50 Saugoult Street
New York Mills, NY 13417

TO

Dated, _____ 1993
STATE OF NEW YORK

County of _____ ss.

RECORDED ON THE _____
day of _____ 19____
at _____ o'clock _____ M.
In Liber _____ of Deeds
at Page _____ of Book _____

PLEASE RECORD AND RETURN TO:
Mark D. Levitt, Esq.
91 Genesee Street
P.O. Box 97
New Hartford, NY 13414-0097

X