

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

LIBER 6770 PAGE 399

THIS INDENTURE, made the 26th day of March, nineteen hundred and sixty-eight, BETWEEN MOGUL PARK ESTATES, INC., a domestic corporation having its principal place of business at Mogul Park (no street address) in the unincorporated hamlet of Lake Mohegan, in the Town of Yorktown, County of Westchester and State of New York

party of the first part, and MOGUL PARK, INC., a domestic corporation having its principal place of business at 1019 Park Street, in the City of Peekskill, County of Westchester and State of New York

party of the second part,

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

-----TEN (\$10.00)----- dollars,

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,

those ALL that certain plot or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of Yorktown, County of Westchester and State of New York, more particularly bounded and described as follows:

PARCEL I

3.871 acres

BEGINNING at a point on the westerly side of Mogul Road at the southerly end of a curve having a radius of 20.00 feet and a length of 38.05 feet rounding from the southerly side of Huron Trail into the westerly side of Mogul Road; running thence from said point of beginning along the westerly and southerly side of Mogul Road the following courses and distances: South 12° 26' 50" W., 164.13 feet; along a curve to the left having a radius of 130.00 feet, a distance of 252.17 feet; North 81° 18' 20" E., 175.75 feet and along a curve to the right having a radius of 15.00 feet, a distance of 27.08 feet to the westerly side of Grant Avenue; thence along the westerly and northwesterly side of Grant Avenue the following courses and distances: S. 4° 44' 00" W., 52.46 feet; along a curve to the right having a radius of 50.00 feet, a distance of 43.60 feet and South 54° 42' W., 651.60 feet to other lands now or formerly of Mogul Park Estates, Inc.; thence North 43° 18' 40" W. along other lands now or formerly of Mogul Park Estates, Inc. 174.83 feet to lands now or formerly of Mohegan Colony; thence along lands now or formerly of Mohegan Colony the following courses and distances: North 82° 50' 20" East 170.79 feet; North 10° 34' 40" W., 145.67 feet; North 7° 11' 30" W., 342.02 feet and North 9° 26' West, 86.94 feet to the southerly side of Huron Trail; thence along the southerly side of Huron Trail the following courses and distances: North 83° 25' 40" E., 186.96 feet and along a curve to the right having a radius of 20.00 feet, a distance of 38.05 feet to the westerly side of Mogul Road, the point and place of beginning. Containing 3.871 acres of land

PARCEL II

± 3.826 acres

BEGINNING at a point on the southerly side of Huron Trail at the easterly end of a curve having a radius of 20.00 feet and a length of 24.78 feet rounding from the easterly side of Mogul Road into the southerly side of Huron Trail; running thence from said point of beginning along the southerly side of Huron Trail the following courses and distances: North 83° 25' 40" E., 525.35 feet and along a curve to the right having a radius of 20.00 feet, a distance of 31.42 feet to the westerly side of Uncas Trail; thence along the westerly side of Uncas Trail the following courses and distances: South 6° 34' 20" E., 174.90 feet and along a curve to the right having a radius of 25.00 feet, a distance of 32.86 feet to the northerly side of Mogul Road;

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MAR 29 1968

thence along the northerly and easterly side of Mogul Road the following courses and distances: S. 68° 45' W., 299.95 feet; South 81° 18' 20" W., 240.59 feet; along a curve to the right having a radius of 80.00 feet, a distance of 155.18 feet; North 12° 26' 50" E., 195.15 feet and along a curve to the right having a radius of 20.00 feet, a distance of 24.78 feet to the southerly side of Huron Trail and the point and place of beginning. Containing 3.826 acres of land.

PARCEL III

9.315 acres

BEGINNING at a point on the westerly side of Uncas Trail at the southerly end of a curve having a radius of 20.00 feet and a length of 36.54 feet rounding from the southerly side of Mogul Road into the westerly side of Uncas Trail; running thence from said point of beginning South 6° 34' 20" E. along the westerly side of Uncas Trail 251.09 feet to lands now or formerly of Alpine Woods; thence along the northerly and westerly boundary of lands now or formerly of Alpine Woods the following course and distances: South 82° 12' 40" W., 159.54 feet; South 80° 30' 20" W., 123.86 feet and South 6° 13' 40" E., 780.70 feet to a point; thence North 64° 44' 30" W. through other lands now or formerly of Mogul Park Estates, Inc. 846.25 feet to the southeasterly side of Grant Avenue; thence along the southeasterly side of Grant Avenue the following courses and distances: North 35° 25' 30" E., 111.85 feet; North 54° 42' E., 643.09 feet; along a curve to the left having a radius of 100.00 feet, a distance of 87.21 feet; North 4° 44' E., 67.77 feet and along a curve to the right having a radius of 25.00 feet, a distance of 27.93 feet to the southerly side of Mogul Road; thence along the southerly side of Mogul Road the following courses and distances: N. 68° 45' E., 270.06 feet and along a curve to the right having a radius of 20.00 feet, a distance of 36.54 feet to the westerly side of Uncas Trail and the point and place of beginning. Containing 9.315 acres of land.

DESCRIBING the property which were conveyed by deed from Bruno M. Greci and Frances M. Greci to Mogul Park Estates, Inc. by deed dated November 13, 1945, and recorded on December 7, 1945, in Liber 4320 of deeds at page 177, and by deed from Bernard Mogul, dated Dec. 13, 1945, recorded December 22, 1945 in Liber 4325 cp 140.

TOGETHER with an easement of right of way, if any, in common with others to whom such previous rights have been granted, and to whom similar rights may be granted, to use that portion of Mohegan Lake for boating, bathing and fishing convenience being Lot 12 in Block B as shown on Map entitled, "Amazon Park", Town of Yorktown, Westchester County, New York, filed in the office of the Register of Westchester County, now Clerk, Division of Land Records, December 29, 1919. Subject however to easements and the right of the grantor herein to grant easements for the erection and maintenance of telephone and electric light poles and installation of subsidiary pipes, wires and cables extending in, over, through, under, upon and along the rear lines of all property in Mogul Park Estates and to construct and install underground conduits or cables along property lines of such points as are necessary; and subject also to the right hereby reserved by the grantor herein to itself and its successors to permit water mains, gas mains, sewer, and electric light and telephone poles with appurtenances to be installed in any one or all of the streets or roads in Mogul Park Estates and to grant easements for any or all of said purposes.

The within conveyance is made with the unanimous consent of the stockholders of the corporation in the usual course of business and does not rendered the corporation insolvent.

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 incumbered 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 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:

Frank M. Blawie

MOGUL PARK ESTATES, INC.

BY:

Harold Mogul
Harold Mogul, Vice President



On the day of 19 , before me personally came

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.

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

On the 26th day of March, 19 68, before me personally came Harold Mogul to me known, who, being by me duly sworn, did depose and say that he resides at No. (no street address)

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

Mogul Park, Lake Mohegan, New York that he is the Vice President of Mogul Park Estates, 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.

that he is the of 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.

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John Edward Burns

JOHN EDWARD BURNS Notary Public, State of New York Appointed For Westchester County My Commission Expires March 30, 19 69

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. PGW 292 826

MOGUL PARK ESTATES, INC.

TO

MOGUL PARK, INC.

6770 / 399

Town of Yorktown

BOOK

BOOK

COUNTY of Westchester, N. Y.

RETURN BY MAIL TO:

SEYMOUR R. LEVINE, ESQ. 1019 Park Street Peekskill, New York 10566

Zip No.



RECORDED BY REQUEST OF RONALD GOLDSAND, AGENT Security Title and Guaranty Company RETURN BY MAIL TO

737 / 3515

7.00 B - CPa 00004 3-29-68

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED WESTCHESTER COUNTY CLERK

1968 MAR 29 AM 9:32

Table with columns: Staty's Chg, Recd'g Chg, Filing Chg, Gross Refine, Cert./Receipt, Total, Towns, Exam'd, # 10009, Returned APR 22 1968

Recorded in the Office of the Clerk of the County of Westchester (Division of Land Records) on Mar 29 1968 at 9:32 AM, in Liber 6770 Page 399 of Deeds. Witness my hand and Official Seal.

Edith M. ... Clerk