

This conveyance is made subject to the restrictions that the said premises shall at notime be used for the purpose of operating a junk yard, or any business resembling a junk yard, and no public or private nuisance shall be maintained upon the said premises, no slaughter house or rendering plant shall be erected or maintained upon said premises, and no display sign larger than 25 square feet in area shall be erected or maintained upon the premises unless same shall be erected at least 50 feet back from the highway line.

This conveyance is made and accepted subject to oil and gas lease from Mrs. A. F. Warner to Westcott and Westcott dated October 8, 1895 and recorded in the Madison County Clerk's Office on October 27, 1900 in Liber 202 of Deeds at page 341, and subject to a right of way from A. Burlingame, Gussie Burlingame, Leslie G. Warner and others to New York Power and Light Corporation, dated June 14, 1926 and recorded in the Madison County Clerk's Office on August 16, 1928 in Liber 286 of Deeds at page 386, as same may apply to the premises herein.

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LIBER 638 PAGE 214

There is also granted with this conveyance the right to use the beach fronting said Warner Heights in common with the owners of other lots in said tract, together with the right to use the rights of way as illustrated on said map, which rights of way shall be used in common with others, to the extent that the same have heretofore been reserved unto the parties of the first part herein in previous conveyances.

The premises hereby conveyed are the same premises as were described in and conveyed by a certain deed from Herbert G. Huggins and Agnes S. Huggins to Edward J. Warner and Helen H. Warner dated November 1, 1965 and recorded in the Madison County Clerk's office on November 5, 1965 in book of deeds 621 at page 847.

This Indenture

Made the 11th day of June
Nineteen Hundred and Sixty Eight

Between EDWARD J. WARNER and HELEN H. WARNER, husband and wife,
both residing at R.D. #2, Canastota, New York,

parties of the first part, and
ROBERT FISHER, residing at R.D. #4, Canastota, New York,

Witnesseth that the parties of the first part, in consideration of - - - - - party of the second part,

-----ONE----- Dollar (\$ 1.00)
lawful money of the United States, and other good and valuable consideration
paid by the party of the second part, do hereby grant and release unto the
party of the second part, his heirs

and assigns forever, all THAT TRACT OR PARCEL OF LAND, situated in the Town
of Sullivan, County of Madison and State of New York, and being part
of Lot No. 15 of the School and Gospel Tract, and beginning at a point
on the north edge of the highway, known and recognized as New York
State Route #31, which point of beginning is distant 272 feet from the
point of intersection of the said northerly edge of the highway with
the east boundary line of the premises described in a Warranty Deed
from Caroline M. Burlingame et al to Herbert G. Huggins and Agnes S.
Huggins, dated August 13, 1953 and recorded in the Madison County
Clerk's Office on August 17, 1953 in Liber 487 of Deeds at page 139;
thence running in a general easterly direction and along the north edge
of said highway to the point of said intersection of the northerly edge
of said highway with the said east boundary line, a distance of 272
feet; running thence in a general northerly direction and along the
said east boundary line as described in the said deed recorded in Liber
487 of Deeds at page 139, which said east boundary line is likewise
illustrated in a map entitled, "Warner Heights", filed in the Madison
County Clerk's Office on September 25, 1929, a distance of 190 feet,
to an iron post set in the ground; running thence in a general westerly
direction and on a line parallel to the first above mentioned course,
a distance of 157 feet to an iron post set in the ground; running
thence in a general southerly direction a distance of 131 feet to the
place of beginning, being a part of the premises described in and con-
veyed by said deed from Burlingame to Huggins recorded in Liber 487 of
deeds at page 139.

*just
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1erk

Office
x 668

Receipt # **41805**
Instrument # **04151**
No. Pages: **4**
Type of Document: Warranty Deed
L. S.



O PERRY TOWNER III
Madison County Clerks Office
Court Street P O Box 668
Wampsville NY 13163

Return To:
Nodell, Jones & Kendall, LLP
PO Box 248
Hamilton, NY 13346

Location of Property
City:
Village:
Town: Sullivan
Apportionment:

Parties To Transaction:
Carlo J. Raineri and Marjorie A. Raineri
to Charles Raineri

37.00

Consideration \$ -0-
Rett Amount \$-0-
Rett # **0002**

Mortgage Amt \$
Mtg Serial #
Basic Mtg Tax \$
Net Addl Tax \$
Total Mtg Tax \$

State of New York)
) SS:
County of Madison)

I hereby certify that I have received the above imposed tax paid at the time of recording.

Recorded on 1 day of August
2002 at 10⁰⁵ o'clock A
in Liber 1231 of Deeds
at page 325

By: _____
Recording Officer Madison County

O Perry Towner Clerk

2703

LIBER 1231 PAGE 325

This sheet constitutes the Clerk enforcement required by section 316-A (5) for the Real Property law of the State of New York. DO NOT DETACH

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Sullivan, County of Madison and State of New York, and being part of Lot No. 15 of the School and Gospel Tract, and beginning at a point on the north edge of the highway, known and recognized as New York State Route #31, which point of beginning is distant 272 feet from the point of intersection of the said northerly edge of the highway with the east boundary line of the premises described in a Warranty Deed from Caroline M. Burlingame et al to Herbert O. Huggins and Agnes S. Huggins, dated August 13, 1953 and recorded in the Madison County Clerk's Office on August 17, 1953 in Liber 487 of Deeds at Page 139; thence running in a general easterly direction and along the north edge of said highway to the point of said intersection of the northerly edge of said highway with the said east boundary line, a distance of 272 feet; running thence in a general northerly direction and along the said east boundary line as described in the said deed recorded in Liber 487 of Deeds at page 139, which said east boundary line is likewise illustrated in a map entitled, "Warner Heights", filed in the Madison County Clerk's Office on September 25, 1929, a distance of 190 feet, to an iron post set in the ground; running thence in a general westerly direction and on a lie parallel to the first above mentioned course; a distance of 157 feet to an iron post set in the ground; running thence in a general southerly direction a distance of 131 feet to the place of beginning, being a part of the premises described in and conveyed by said deed from Burlingame to Huggins recorded in Liber 487 of Deeds at Page 139.

FN
TJ

Together with and subject to all easements and restrictions of record.

Being the same premises conveyed to Robert Fisher by deed dated June 11, 1968 and recorded in the Madison County Clerk's Office on June 11, 1968 in Liber 638 of Deeds at page 213.

The said Robert Fisher died on January 31, 2000 in the Village of Morrisville, Letters of Administration were issued to Ann F. Bigelow by the Madison County Surrogate's Court on September 8, 2000.


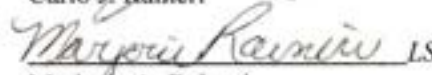
Being the same premises conveyed to Carlo J. Raineri and Marjorie A. Raineri by deed dated June 22, 2001 and recorded in the Madison County Clerk's Office on July 11, 2001 in Liber 1196 of Deeds at Page 88.

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Third, That, in Compliance with Sec. 13 of the Lien Law, the grantors 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.

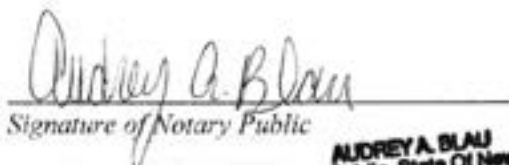
In Witnesseth Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

In Presence of


Carlo J. Raineri LS

Marjorie A. Raineri LS

State of New York)
County of Madison) ss.

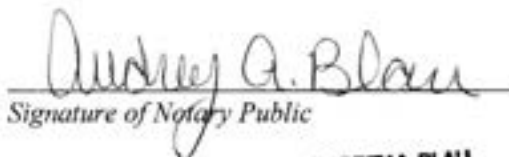
On the 20th day of July in the year 2002 before me, the undersigned, a Notary Public in and for said state, personally appeared CARLO J. RAINERI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Signature of Notary Public

AUDREY A. BLAU
Notary Public, State Of New York
No. 01BL6067629
Qualified in Oneida County
Commission Expires December 10, 2005

State of New York)
County of Madison) ss.

On the 20th day of July in the year 2002 before me, the undersigned, a Notary Public in and for said state, personally appeared MARJORIE A. RAINERI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Signature of Notary Public

AUDREY A. BLAU
Notary Public, State Of New York
No. 01BL6067629
Qualified in Oneida County
Commission Expires December 10, 2005

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WARRANTY DEED

This Indenture

Made the day of July in the year Two Thousand Two

Between

Carlo J. Raineri and Marjorie A. Raineri
2170 State Route 31, Canastota, NY 13032

parties of the first part, and

Charles Raineri
2694 State Route 31, Canastota, NY 13032

party of the second part,

Witnesseth that the parties of the first part, in consideration of -----
----- One and 00/100-----Dollar (\$ 1.00-----)
lawful money of the United States, and other good and valuable consideration paid by the party
of the second part, do hereby grant and release unto the party of the second part, his heirs and
assigns forever,

See attached Schedule A.

Together with the appurtenances and all the estate and rights of the parties 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,
his heirs and assigns forever.

And said parties of the first part

covenant as follows:

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

Second, that said parties of the first part will forever **Warrant** the title to said
premises.