

SBL
90-3-6

A 291 - Standard N.Y.B.,T.U.F. 8007

Bargain & sale deed, with covenant against grantor's acts - Ind. or Corp.,11-98.

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

THIS INDENTURE, made on May 1, 2018

BETWEEN

JAMES E. HENEERY & STACY A. HENEERY, RESIDING AT 7065 RED BAY COURT, MELBOURNE, FLORIDA, 32940, party of the first part, and

^{TEH}
~~SAH~~
GEORGE A. LIPPI, ~~M~~, residing at 230 PARKWAY DRIVE, NEW WINDSOR, NEW YORK, 12553, party of the second part,

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

TEN AND XX/XX----- dollars, good and lawful

consideration of the United States, 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 Town of Newburgh, County of Orange, State of New York, and more particularly described in the Schedule A attached hereto and made a part thereof:

Being and intended to be the same premises conveyed by deed from Steven Goldner and Christine Robinson N/K/A Christine Goldner, dated 1/19/05, recorded 4/5/05 in Liber 11800 page 1481 in the Orange County Clerk's Office.

Being same premises commonly known as 4 Linden Drive, Newburgh, New York.

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.

Schedule A Description

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

BEGINNING at a point on the northerly side of Linden Drive (formerly West Drive) and which is southwest corner of lands conveyed by Schoonmaker to Westerfield by deed dated December 21, 1956 and recorded December 31, 1956 in Liber 1412 page 155;

RUNNING THENCE northerly along a small stream and the easterly boundary of said Westerfield north 11 degrees 30 minutes east 222 feet more or less to southeast corner of lands conveyed by Schoonmaker to Lozier by deed dated August 29, 1957, recorded September 4, 1957 in Liber 1438 page 124;

THENCE along the said Lozier's south boundary north 61 degrees 10 minutes west 125 feet;

THENCE south 28 degrees 50 minutes west 60 feet;

THENCE south 13 degrees west 110 feet;

THENCE south 40 degrees 30 minutes east along the northeast boundary lands conveyed by Schoonmaker to Peterson by deed dated September 10, 1957 for 204 feet more or less, to the northerly side of Linden Drive;

THENCE along said side of Linden Drive on curve to the right with radius of 200 feet for 84.23 feet to the place of BEGINNING.

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:


James E. Henebry, by Henry A. Ponti, Agent


Stacy A. Henebry, by Henry A. Ponti, Agent

State of New York, County of Dutchess ss.:

On the 1 day of Nov 2018, before me personally came Henry A. Ponti, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument.


Notary Public
MARC KERCHMAN
Notary Public, State of New York
No. 02-4763908
Qualified in Dutchess County
Commission Expires October 31, 2018

~~Bargain and Sale Deed~~
WITH COVENANT AGAINST GRANTOR'S ACTS
Title Number RPATS-4254 By Real Property Abstract

Section 90
Block 3
Lot 6
COUNTY OF ORANGE
Town of Newburgh

JAMES E. HENEBRY & STACY A. HENEBRY

TO

GEORGE A. LIPPI, III

RETURN BY MAIL TO:
Evan Handel, Esq.
Handel & Carlini
95 East Main Street
Wappingers Falls, New York, 12590