

No.

Bertha M Edwards

AND

Dora Shields

CONTRACT

We have examined more than a quarter of a million titles. If we examine your title, you get the benefit of all we have learned. Our charges are moderate and fixed. Reduced rates where we have previously examined the title. Apply at any office.

Title Guarantee and Trust Co.

CAPITAL AND SURPLUS, \$18,500,000.

176 BROADWAY, NEW YORK.

175 REMSEN STREET,

CONNECTING WITH

196 MONTAGUE STREET,

350 FULTON STREET, JAMAICA.

BRIDGE PLAZA NORTH, L. I. CITY.

137 WEST 125TH STREET, HARLEM.

370 EAST 149TH ST., NEAR THIRD AVE. BRONX.

90 BAY STREET, ST. GEORGE, S. I.

DENTON BUILDING, MINEOLA L. I.

} BROOKLYN.

CONTRACT OF SALE.

The observance of the following suggestions will save time and trouble at the closing of this Title.

THE SELLER.

FIRST: Should bring with him all insurance policies and duplicates.

SECOND: He should also bring the tax and water receipts of the current year, and any leases, deeds and agreements relating to the premises.

THIRD: When there is a water meter on the premises it should be read.

FOURTH: If there are mortgages on the premises to be conveyed, the seller should produce receipts showing to what date the interest has been paid, and if the principal has been reduced evidence of such reduction, in form to be recorded, must be produced and recorded.

FIFTH: If the grantor is a married man, his wife must join in the execution of the deed.

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

THE PURCHASER.

Should be prepared with money or a certified check drawn to his own order or that of this Company. The certified check may be for an approximate amount and money may be provided for the balance of the settlement.

If a building on the premises be occupied by three or more families, the purchaser should obtain, at the time of signing the contract, a written request (signed by the owner with his full name) to the Tenement House Department, to make searches for violations of the Tenement House Law.

TITLE GUARANTEE & TRUST CO.

176 BROADWAY, NEW YORK.

137 WEST 125TH STREET, HARLEM.

370 EAST 149TH STREET,
(Near Third Avenue, Bronx.)

DENTON BLDG., MINEOLA, L. I.

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BRIDGE PLAZA, NORTH, L. I. CITY.

} BROOKLYN.

INSURES TITLES

RECEIVES DEPOSITS

ACCEPTS TRUSTS

Capital and Surplus, \$18,500,000.

CLARENCE H. KELSEY, President.

FRANK BAILEY, Vice-President.

CLINTON D. BURDICK, 2nd Vice-President.

J. WRAY CLEVELAND, 3rd Vice-President.

FREDERICK P. CONDIT, 4th Vice-President.

CLARENCE C. HARMSTAD, Treasurer and Mgr.
Banking Dept.

HORACE ANDERSON, Secretary.

FRANK L. SNIFFEN, Vice-President in charge of
the Brooklyn Banking Dept.

RAYE P. WOODIN, Vice-President in charge of the
Jamaica Branch.

RANDALL SALISBURY, Mgr. Manhattan Mtg. Dept.

JOHN W. SHEPARD, Ass't Treasurer.

LOREN H. ROCKWELL, Ass't Treasurer.

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NELSON B. SIMON, Ass't Secretary.

DAVID BLANK, Ass't Secretary.

HAROLD W. HOYT, Ass't Secretary.

FRED H. FREEMAN, Ass't Secretary.

AGREEMENT, made and dated **December Seventh 1922.**

between **Bertha M Edwards**, residing at **244 87th Street, Borough of Brooklyn, County of Kings, City and State of New York.**

hereinafter described as the seller and **Dora Shields**, residing at No. **88th Street, Borough of Brooklyn, County of Kings, City and State of New York.**

hereinafter described as the purchaser.

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase all that lot or parcel of land, with the buildings and improvements thereon. known as **244 242 87th Street, Borough of Brooklyn, County of Kings, City and State of New York.** The dimensions of the ground being **50 feet x 100 feet** and situated on the South side of **87th Street** Three hundred and twenty five (325 feet) Feet from **Third Avenue**, and Three hundred and twenty five (325 Feet) feet from **Ridge Boulevard.**

The price is

Fifteen thousand (\$15,000) Dollars

Dollars, payable as follows:

One thousand (\$1,000) Dollars

Dollars on the signing of this contract, the receipt of which is hereby acknowledged

Five thousand (\$5,000) Dollars.

Dollars in cash on the delivery of the deed as hereinafter provided.

Subject to a first mortgage of Six thousand five hundred (\$6,500) Dollars held by the Title Guaranty and Trust Co, and now a lien on this property.

The seller agrees to take back a purchase money mortgage for Two thousand five hundred (\$2,500) Dollars payable in quarterly installments of One hundred (\$100) Dollars or more with interest at the rate of Six percent per annum until fully paid off both as to interest and principal

The seller agrees to vacate the said premises Sixty days after the date of this contract.

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 due 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.

The deed shall be delivered upon the receipt of said payment at the office of

M.L. Maxwell Inc. at 8801 Third Avenue, Brooklyn.
at 10 A.M. December 20th 1922.

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Rents and interest on mortgages, and insurances, if any, are to be apportioned

The seller agrees that **Charles J Goldsmid**

brought about this sale and agrees to pay the commission at the rates established or adopted by the Brooklyn Board of Real Estate Brokers therefor. **at the rate of 2½%.**

\$15000:

Cash on 12/22/22	\$1000
Cash on deed deliv 12/20/22	5000
First mtge	6500
Purch. money mtge	2500
Total	\$15000

(by FJS 3/14/76)

This sale covers all right, title and interest of the seller, of, 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 centre line thereof, or all right, title and interest of the seller in and to any award made or to be made in lieu thereof, and in any 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.

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

The deed shall be in proper statutory short form for record, shall contain the usual full covenants and warranty, and shall be duly executed and acknowledged 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.

The seller shall give and the purchaser shall accept a title such as the Title Guarantee and Trust Company will approve and insure.

All personal property appurtenant to or used in the operation of said premises is represented to be owned by the seller and is included in this sale.

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

If there be a mortgage on the premises and such mortgage has been reduced by payments on account of the principal thereof, then 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 sum of such mortgage and rate of interest thereon, and the seller shall pay the fees for recording such certificate.

All notes or notices of violation of law or municipal ordinances, orders or requirements noted in or issued by the Tenement House Department, Fire Department, Building Department, Department of Water Supply, Gas and Electricity, or any 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. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

Subject to Building Restrictions and regulations contained in a resolution or ordinance adopted July 25, 1916, by the Board of Estimate and Apportionment of the City of New York and amendments thereto.

The risk of loss or damage to said premises by fire until the delivery of the deed is assumed by the seller.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

WITNESS the signatures and seals of the above parties.

IN PRESENCE OF

Bertha M. Edwards
Don M. Edwards

[L. S.]

[L. S.]

[L. S.]