

IN WITNESS WHEREOF the party of the first part have set their hands and seals or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered

George J. Lohman Seal

in the presence of Benjamin Eber

Ruth M. Lohman Seal

STATE OF NEW JERSEY, SS

BE IT REMEMBERED That on this 28th

COUNTY OF ESSEX

day of January in the year One thou-

sand Nine Hundred and forty three before me, the subscriber, A Master in Chancery of New Jersey personally appeared George J. Lohman and Ruth M. Lohman, his wife, who, I am satisfied are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Benjamin Eber, A Master in Chancery of New Jersey

Received in the office January 29th A.D. 1943 at 11:21 A.M.

No. 17

Recorded at the request of Nathan Turesky

2101-170 A 1/29/43

GEORGE W. MERCK, ET UX

TO

BURTON CANFIELD, ET UX

THIS INDENTURE made the 21st day of

January 1943 between George W. Merck

and Serene Stevens Merck, his wife,

both of the Town of West Orange of

the County of Essex and State of New Jersey parties of the first part and Burton Canfield and Jeanette Canfield, his wife, both residing at the northeasterly corner of Prospect Avenue and Upper Entrance in the Town of West Orange in the County of Essex and State of New Jersey parties of the second part; WITNESSETH That the said parties of the first part for and in consideration of the sum of One hundred and more Dollars, lawful money of the United States of America, to them in hand paid by the parties of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said parties of the second part, and to the survivor of them, and to his or her heirs and assigns forever, All that tract or parcel of land together with the buildings and improvements thereon situate, lying and being in the Town of West Orange in the County of Essex and State of New Jersey bounded and described as follows:

BEGINNING at a point on the easterly side of Prospect Avenue formerly known as Fairmount Avenue and also as Perry Lane, which point of beginning is distant 118.73 feet northerly from the northerly side of lands now or formerly owned by Louis A. Donner which point of beginning is also in the center line of a road known as Upper Entrance, thence (1) along said side of Prospect Avenue north 23° 11' east 154.94^{feet} thence (2) south 67° 23' east 10 feet thence (3) north 23° 11' east 10 feet to lands now or formerly of Mary McCarthy thence (4) along said lands now or formerly of Mary McCarthy south 67° 23' east 183.05 feet to an iron pipe thence (5) south 23° 11' west 166.85 feet to the center line of said Upper Entrance and thence (6) westerly along said center line of said Upper Entrance 193.04 feet to the point of beginning.

Said premises being shown as Lot 2 on survey of Llewellyn Park Extension made by J. Wallace Higgins, professional engineer and land surveyor, dated November 19, 1940

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as continued to May 13, 1941.

TOGETHER with an easement to use the land lying within the bounds of said Upper Entrance as shown on said survey (intended to constitute the paved roadway 20 feet in width, the northerly 10 feet of which is included in the premises above described) for purposes of ingress and egress.

Subject, however, to an easement reserved to the parties of the first part their heirs and assigns, for the use, maintenance, repair and replacement of a sanitary sewer which sewer connects with a sump tank and pump on the premises above described and runs from there into Prospect Avenue which said easement shall include the joint use of said sump tank and pump with the parties of the second part, their heirs and assigns.

Subject also, to an easement hereby reserved to the parties of the first part, their heirs and assigns, for the use, maintenance, repair and replacement of a storm drain as now located upon said premises above described serving two catch basins located in said Upper Entrance and running northeasterly therefrom around the building on said premises above described and thence easterly to a point near the northeasterly corner of the premises above described.

Subject, also, to the right of the parties of the first part their heirs and assigns, and any subsequent owners of parts of properties now of said George W. Merck one of the parties of the first part to use all and any part of said Upper Entrance as shown on said survey for purposes of ingress and egress or otherwise.

Subject, also to the maintenance, repair and replacement of the present stone wall located on said premises and running along Prospect Avenue together with the privilege to the parties of the first part their heirs and assigns, to enter upon said premises to maintain, repair and replace said wall without, however, assuming any obligation so to do, the parties of the second part hereby covenanting for themselves, their heirs, executors, administrators and assigns, not to damage or remove, or allow to be damaged or removed, any part of said wall.

Subject also, to covenants, conditions, restrictions and regulations similar to those contained in deed affecting other property made by Llewellyn S. Haskell and wife and others, dated February 28, 1857 and recorded in the Office of the Register of Deeds of the County of Essex in Book C 10 page 293 and terms and conditions similar to those contained in deed made between Llewellyn S. Haskell and others dated February 1, 1871 and recorded in the Office of said Register in Book L 15 page 571.

Subject also to the following covenants and restrictions which shall be considered as running with the land and which the said parties of the second part for themselves, their heirs, executors, administrators and assigns, hereby agree to observe perform and keep viz:

(1) That there shall not be erected on any part of said premises any building or structure except one dwelling house of at least two stories in height and without a flat roof, which shall be constructed and adapted for and be occupied by only one family, and a private garage for use by the occupants of said dwelling house, and the main foundation and front walls of said dwelling house shall not be nearer than 50 feet to the line of any street, road or avenue and no portion of which or of any porch or projection appurtenant thereto shall be nearer than 25 feet to the side or rear lines of said premises and no portion of the private garage shall be nearer than 70 feet to the line of said street, road or avenue or nearer than 20 feet to the rear or side lines of said premises, except that a private garage may be attached to or form

an integral part of said dwelling house;

(2) That no fence shall be built, erected or maintained upon the front, rear or side lines of said premises other than an open fence not exceeding four feet six inches in height or a hedge;

(3) That these covenants shall be construed as covenants running with the land, except, however, that it is understood and agreed that said George W. Merck, one of the parties of the first part, his heirs, executors, administrators or assigns, may at his or their option from time to time release said premises or any part thereof and any and every premises which may be conveyed by the parties of the first part, their heirs, executors, administrators or assigns, under similar covenants from any or all of said covenants or alter the same and that the parties of the second part shall acquire no right in any other premises now owned by said George W. Merck and no right to prevent him, his heirs, executors, administrators or assigns, from releasing or altering said covenants;

(4) That the foregoing restrictions shall cease and terminate on the 1st day of January 1967.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages with the appurtenances to the same belonging or in anywise appertaining. ALSO all the estate, right, title, interest, property, claim and demand whatsoever of the said parties of the first part, of, in and to the same, and of, in and to every part and parcel thereof. TO HAVE AND TO HOLD all and singular the above described land and premises, with the appurtenances, unto the said parties of the second part, and to the survivor of them, and to his or her heirs and assigns, to the only proper use, benefit and behoof of the said parties of the second part and the survivor of them and his or her heirs and assigns forever.

IN WITNESS WHEREOF the parties of the first part have set their hands and seals the day and year first above written.

George W. Merck Seal

Serena Stevens Merck Seal

STATE OF NEW YORK, ss

COUNTY OF NEW YORK

BE IT REMEMBERED that on this 21st day of January 1943 before me the

subscriber, personally appeared George W. Merck and Serena Stevens Merck, his wife, who I am satisfied are the grantors named in and who executed the within Indenture and I having first made known to them the contents thereof they did thereupon severally acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Helen G. Murphy, Notary Public, Queens County

Queens Co. Clk's No. 4 29, Reg. No. 9324

N.Y. Co. Clk's No. 1305 Reg. No. 3-M-537

Commission Expires March 30, 1943

HELEN G.
MURPHY
QUEENS COUNTY
NOTARY PUBLIC

STATE OF NEW YORK, ss

COUNTY OF NEW YORK

No. 92266

I, Archibald R. Watson, County Clerk

and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal DO HEREBY CERTIFY that Helen G. Murphy whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a Notary Public acting in and for said County duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of