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This Indenture,

Made the twenty-ninth day of July, Nineteen Hundred and Forty-six,

Between MASSENA LIBRARY, an educational corporation duly incorporated by the Board of Regents of the State of New York under the provisions of the Educational Law and having its principal office and place of business at No. 60 Main street, in the village of Massena, county of Saint Lawrence and state of New York, acting by and through its board of trustees,

party of the first part, and
MASSENA PUBLIC LIBRARY, an educational corporation duly incorporated by the Board of Regents of the State of New York under the provisions of the Educational Law and having its principal office and place of business at No. 60 Main street, in the village of Massena, county of Saint Lawrence and state of New York,

part Y of the second part,
Witnesseth, that the party of the first part, in consideration of

ONE Dollar
(\$ 1.00) lawful money of the United States,

paid by the part Y of the second part,
does hereby grant and release unto the part Y of the second part,

its successors and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the town of Massena, county of Saint Lawrence and state of New York, being a portion from the southerly side of the Anderson House lot, so-called, and bounded and described as follows: Beginning at a point in the east bounds of Glenn street where the same is intersected by the southerly bounds of the Anderson House lot and running thence northerly along said easterly bounds of said street 50 feet; thence angle right and parallel to aforesaid Anderson south line 150 feet; thence angle right and parallel to Glenn street aforesaid 50 feet; thence angle right and westerly along said Anderson south line 150 feet to the place of beginning, subject, however, to the following restrictions and conditions which are agreed to by the party of the second part.

- First: That no building shall be erected on said premises nearer than twenty-five (25) feet from the east boundary of Glenn street.
- Second: That said premises shall not be used by the party of the second part, its successors or assigns, for any other purpose than a public library, and no buildings shall be erected on said premises for any other purpose than a public library building.

Third: In the event that said premises shall at any time cease to be used for public library purposes, then the fee to said premises shall revert back to Hattie A. Anderson, her heirs, successors and assigns.

Being the same premises described in a deed from Hattie A. Anderson to Massena Library dated October 10, 1916, and recorded in Saint Lawrence county clerk's office on October 25, 1916, in Liber No. 189 A of Deeds, at page 471.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Massena, county of Saint Lawrence and state of New York, being a part of the Julia O. Hyde house lot and bounded as follows: Beginning at the northwest corner of said lot, a point in the east bounds of Glenn street where the same is intersected by the southerly line of the Dr. Anderson house lot and running thence easterly along said Dr. Anderson house lot line one hundred fifty feet; thence southerly and parallel to Glenn street aforesaid one hundred feet; thence westerly and parallel to first described line one hundred and fifty feet to the easterly bounds of Glenn street; thence northerly along the easterly bounds of Glenn street one hundred feet to the place of beginning, subject, however, to the following restrictions and conditions, which are agreed to by the party of the second part:

First: That no building shall be erected on said premises nearer than twenty-five feet from the east boundary of Glenn street.

Second: That said premises shall not be used by the party of the second part, its successors or assigns, for any other purpose than a public library and no buildings shall be erected on said premises for any other purpose than a public library building.

Third: In the event that said premises shall at any time cease to be used for public library purposes then the fee to said premises shall revert back to Julia O. Hyde, her heirs, successors and assigns.

ALL OF WHICH conditions, restrictions and reservations the said party of the second part agrees to, accepts and receives this deed subject thereto.

Being the same premises described in a deed from Julia O. Hyde to Massena Library dated September 23, 1916, and recorded in Saint Lawrence county clerk's office at Canton, New York, on October 25, 1916, in Liber No. 189 A of Deeds, at page 474.

This transfer was duly approved by the Board of Regents of the State of New York on April 20, 1935, under the provisions of Section 1129 of the Educational Law.

This conveyance is made and this deed executed pursuant to a resolution of the trustees of Massena Library duly adopted at a meeting held on July 29, 1946.

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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, its successors and assigns forever.

And the party of the first part covenants as follows:

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

Second. That the party of the first part will forever Warrant the title to said premises.

Third. That the grantor 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 Presence of

In Witness Whereof, The party of the first part has caused its corporate seal to be herunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

ATTEST:

Carroll

MASSENA LIBRARY

By Una B. Burton

Wm. S. ...
Robert T. ...
Henry V. ...

State of New York
County of Saint Lawrence, ss.
of

On this twenty-ninth day of July, Nineteen Hundred and Forty-six, before me personally came ~~XXXXXXXXXX~~, MARY E. DISHAW, ROBERT T. DANFORTH, UNA B. HORTON and HENRY P. CLARK each for himself to me personally known, who, being by me duly sworn, did depose and say that he resides in the village of Massena, New York; that he is one of the Trustees of Massena Library, the corporation described in, and which executed, the above Instrument; that he has no seal ~~attached to said corporation; that the seal of said Instrument is such corporate seal, that it was so affixed by an officer of the Board of Directors of said corporation; and that he signed his name thereto by his order of the Board of Trustees of said corporation.~~

O. T. Higgins

Notary Public

PRESENTED TO AND RECORDED BY
F. L. HOSMER
TOWN CLERK
MASSENA, NEW YORK

AUG - 5 1946

3326
CORPORATION WARRANTY WITH LIEN COVENANT
MASSENA LIBRARY
Mass.
-TO-
MASSENA PUBLIC LIBRARY
Dated July 29, 1946
STATE OF New York
County of St Lawrence ss.
RECORDED ON THE
6 day of August A.D. 1946
at 1 o'clock P.M.
in LIBER 301 of DEEDS
at PAGE 47 and examined
William S. Mead CLERK
AUG - 6 1946
ANDREW J. HANMER
ATTORNEY AND COUNSELLOR
MASSENA, NEW YORK