

Deed.

This Indenture, made the Twenty-eight day of September, in the year one thousand, nine hundred and three, Between, William Claflin (widower), of Newtonville, in the State of Massachusetts, of the first part, and George W. Wheeler of Becket in said State, of the second part, Witnesseth:- That the said party of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, paid by the party of the second part, does hereby remise, release and forever quit-claim unto the said party of the second part, his heirs and assigns, forever, All those Tracts or Parcels of Land, situate in the Town of Caroga, County of Fulton and State of New York, known and described as being all of Great Lot Forty-six (46) in Glen, Bleecker and Lansing Patent, excepting and reserving therefrom, one hundred acres conveyed by Thomas J. Potter to Christian Richards and fifty acres conveyed one Jacob Bandlow and one hundred acres contracted to be conveyed to one Jacob Frank and Henry Frank and one hundred acres conveyed by Jonathan W. Wheeler and William Claflin to John Seidel by deed dated September 1, 1871, and recorded February 6th 1873 in Fulton County Clerk's Office in Book 44 of Deeds at Page 200; The land in said Great Lot 46 hereby conveyed being six hundred and fifty acres more or less. Also, all of Great Lot Forty-Seven (47) in said Glen, Bleecker & Lansings Patent, containing one thousand acres more or less. Also, all of Great Lot Forty-eight (48) in said Glen, Bleecker and Lansings Patent, containing one thousand acres more or less. Also, all of Great Lot Fifty (50) in Glen, Bleecker & Lansings Patent, containing one thousand acres more or less. Also, Sub-divisions Four (4) and Six (6) of Great Lot Fifty-one Glen, Bleecker & Lansings Patent, containing Two hundred and fifty acres more or less. Also, Sub-divisions One (1) Four (4), Eight (8) nine (9) and Ten (10) in Great Lot fifty-Two (52), Glen, Bleecker & Lansings Patent containing five hundred acres more or less. Also, Twenty-Seven acres more or less being the north part of the East one-half of Sub-division One in Great Lot Fifty-three (53) in Glen, Bleecker & Lansings Patent, and being the same premises conveyed to Wheeler and Claflin by Francis Fry, after excepting therefrom the lands conveyed to Eliza Ballou and the School District lot conveyed by the party of the first part, hereto. Also, Sub-divisions Two (2), Three (3) Four (4), Five (5) Six (6) eight (8) and Nine (9) excepting Forty acres across the west end of Sub-division eight included in the hotel property and a small part of Sub-division Five in said Hotel property, as described in a deed from the party of the first part hereto to Richard B. Parsons dated December 18th 1891, and recorded February 4, 1892, in Fulton County Clerk's Office in Book of Deeds No. 80 at Page 564. and subject to the rights conveyed to the Methodist Episcopal Church of America, in and to the lands described in a deed from the party of the first part hereto, in Sub-division Two of said Great Lot dated February 3rd 1875 and recorded July 17th, 1894, in Fulton County Clerk's Office in Book of Deeds No. 87 at Page 533. Also, Sub-division Three (3) Five (5) Six (6) Seven (7) eight (8) nine (9) and Ten (10) in Great Lot sixty-one (61) Glen, Bleecker and Lansings Patent containing Seven hundred acres more or less. Also, the north part of Great Lot Sixty-three (63), Glen, Bleecker and Lansings Patent, containing Seven Hundred acres more or less. Also, all of Great Lot Sixty-Four (64) Glen, Bleecker and Lansings Patent containing one thousand acres more or less. Together with the appurtenances and all the estate and rights of the said party of the first part in and to said premises. To Have and To Hold, the above granted premises unto the said party of the second part his heirs and assigns forever. This conveyance is made subject to a certain lease to one John M. Peters Jr., and all the agreements therein contained and any unpaid taxes or assessments. And the said William Claflin does hereby covenant with the said party of the second part that the said

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party of the first part has not done or suffered anything whereby the above described premises have been encumbered in any way whatever, excepting as hereinabove mentioned and referred to. In Witness Whereof, the said party of the first part, has hereunto set his hand and seal the day and year first above written.

William Claflin ( L. S. )

In Presence of  
Emma C. Ellis.

State of Massachusetts.  
County of Middlesex. SS;

On this 28th day of September, in the year One thousand nine hundred and three, before me, the subscriber, personally appeared William Claflin to me personally known to be the same person described in and who executed the foregoing instrument that he duly acknowledged to me that he executed the same.

Winfield S. Slocum, Notary Public.

"SEAL".

Commonwealth of Massachusetts.  
Middlesex :: Clerk's Office of  
Police Court of New Ton.

I, Henry L. Whinteseey of Newton, in said County, duly elected, qualified and sworn, as Clerk of the Police Court of Newton, for and within said County and Commonwealth, dwelling in

Newton in said County said Court being a Court of record with a seal which is hereto annexed, the records and seal of which Court I have the custody, do herein and hereby in the performance of my duty as said Clerk certify and attest hat Winfield S. Slocum before whom the annexed affidavit proof or acknowledgment was taken and subscribed is a Notary Public for, within, and including the whole of said Commonwealth, duly appointed commissioned, qualified, sworn, and authorized by the laws of said Commonwealth to act as such; and also, duly authorized by the laws of said Commonwealth to take affidavits and certify proofs of acknowledgments of deeds of conveyances for lands tenements, hereditaments lying and being in said Commonwealth in any part thereof and to be recorded therein, wherever situated and however bounded that he was at the time if taking the affidavit, proof or acknowledgment hereto annexed, such that due faith and credit are and ought to be given to his official acts that I am well acquainted with his signature and handwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine and further that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and seal of said Court at Newton, in said County and Commonwealth, this 12th day of October A. D., 1903.

"SEAL"

Henry L. Whinteseey, Clerk.

Recorded January 12th, 1904, at 2 3/4 o'clock, P. M. *Clarence Keagle* Clerk.

This Instrument, Made December 29, 1903, Between, Jeremiah Wood and Ellen D. Wood, his wife, of Gloversville, N. Y., and Theodore Schiess of New York City, parties of the First part, and J. Ledlie Hees of Fonda, N. Y., party of the second part, Witnesseth:- That the parties of the first part, for a 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. An undivided two-thirds interest in First: All that Tract or parcel of Land, situate in the Town of Johnstown, Fulton County, New York, Being a part of lot No. 77 in Mayfield Patent, beginning at the

as tenants in common by warranty deed dated October 16, 1914, and recorded in the Fulton County Clerk's Office October 17, 1914, in Book 142 of Deeds, page 205, and reference to the record of which said deed is hereby made for a more complete description of the additional rights hereby transferred; and being the identical premises and rights set forth in and passing under the last mentioned deed, excepting two certain lots No. 13 and 15 included in the "First Parcel" thereof, which lots were conveyed during the lifetime of Edward P. Johnson to one Gross Fox.

Together with the appurtenances, and all the estate and rights or the said party of the first part in and to said premises.

To Have and to Hold the above granted, bargained and described premises unto the said party of the second part, his heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Louise Johnson ( Seal )

In Presence of  
Theodore R. Haviland  
State of New York,  
County of Fulton.  
of SS.

On this 5th day of August, in the year One thousand nine hundred and sixteen, before me, the subscriber, personally appeared Louise Johnson, to me personally known to be the same person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

Theodore R. Haviland,

Notary Public, Fulton Co., N. Y.

Recorded Aug. 14, 1916 at 4:30 H. P. M.

(ECP)

*Edgar D. Gordon* Clerk.

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DEED

JR  
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This Indenture, Made the First day of August, in the year Nineteen Hundred and Sixteen, Between George W. Wheeler (unmarried), of Becket, Massachusetts, of the first part, and Cyrus Durey, of the City of Johnstown, County of Fulton and State of New York, of the second part.

Witnesseth, that the said party of the first part, in consideration of One Dollar, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever,

ALL those pieces and lots of land situate in Glen, Bleecker and Lansing's Patent, in the towns of Bleecker and Caroga, in the County of Fulton and State of New York, known and described as follows:

Great Lot 39 containing 1,000 acres, more or less.

All of Great Lot 46, except 350 acres, being 650 acres, more or less.

- ✓ Also All of Great Lot 47, containing 1000 acres, more or less.
- ✓ Also subdivision two of Great Lot 53, containing 155 acres, more or less.
- ✓ Also subdivision three of Great Lot 53, containing 100 acres, more or less.
- Also subdivisions 2, 3 and 8 of Great Lot 61, containing 300 acres, more or less.

Also the north part of Great Lot 63, containing 700 acres, more or less.  
 Also all Great Lot 64, containing 1,000 acres, more or less.

Being portions of lands described in two deeds from William Claflin to the party of the first part hereto; one dated the 28th day of September, 1903, and recorded in Fulton County Clerk's office January 12, 1904, in Book 113 of Deeds at page 351; and the other dated the 22d day of October, 1903 and recorded in Fulton County Clerk's office on the 12th day of January, 1904, in Book 113 of Deeds at page 349.

Excepting from lands in Great Lot 53 the lots conveyed to the Methodist Episcopal Church of America and the Durey Land and Lumber Company.

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 above described premises, unto the said party of the second part, his heirs and assigns forever.

And the party of the first part covenants that he has not done or suffered anything whereby the said lands and premises have become encumbered.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

in Presence of George W. Wheeler (L.S.)

State of New York,

County of Fulton. ss.

On this 12th day of August, in the year Nineteen Hundred and Sixteen, before me, the subscriber, personally appeared George W. Wheeler, to me personally known and known to me to be the same person described in, and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Alfred Dudley Dennison,

Notary Public, Fulton Co., N.Y.

Recorded Aug. 14, 1916 at 4:40 H. P. M.

(EGP)

*Edgar D. Gordon* Clerk.

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QUIT-CLAIM DEED

This Indenture, Made the First day of August, in the year Nineteen Hundred And Sixteen. Between George W. Wheeler (unmarried), of Becket, Massachusetts, of the first part, and Cyrus Durey, of the City of Johnstown, County of Fulton and State of New York, of the second part.

Witnesseth, That the said party of the first part, for and in consideration of One# Dollar (\$1.00) lawful money of the United States, paid by the said party of the second part, does hereby remise, release and forever quit-claim

UNTO THE SAID party of the Second part, his heirs and assigns forever,  
All his right, title and interest in and to: All those lots or parcels of  
land situate in the town of Caroga, County of Fulton and State of New York, being  
part of Glen, Bleecker and Lansing's Patent, and known and described as:

All of subdivision 1 and 2 in Great Lot 61; and

Also all right, title and interest which the party of the first part has in  
and to any other lands, tenements, hereditaments, easements and reversions,  
situate in the said towns of Bleecker and Caroga, in the County of Fulton and  
State of New York.

Together with the appurtenances and all the estate and rights of the party  
of the first part in and to the said premises.

To Have and to Hold the above described premises, unto the said party of  
the second part, his heirs and assigns forever.

In Witness Whereof, The said party of the first part has hereunto set his  
hand and seal the day and year first above written.

In Presence of George W. Wheeler (L.S.)  
State of New York,  
County of Fulton.

of SS.; On this 12th day of August, in the year Nineteen  
Hundred and Sixteen, before me, the subscriber, personally appeared George W.  
Wheeler, to me personally known and known to me to be the same person described  
in, and who executed the within Instrument, and he duly acknowledged to me  
that he executed the same.

Alfred Dudley Dennison

Notary Public, Fulton Co., N.Y.

Recorded Aug. 14, 1916 at 4:40 H. P. M.

(EGP)

*Edgar D. Gordon* Clerk.

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Dated August 14 1916

Edgar D. Gordon

Recording Officer of Fulton County, N.Y.

Recorded Aug. 14, 1916 at 9 H. A. M.  
(EGP)

*Edgar D. Gordon* Clerk

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MORTGAGE

L. 81

This Indenture, Made the First day of August, in the year Nineteen Hundred and Sixteen, Between Cyrus Durey (unmarried) of the City of Johnstown, County of Fulton and State of New York, party of the first part, and George W. Wheeler, of Becket, in the State of Massachusetts, party of the second part.

Whereas the said Cyrus Durey is justly indebted to the said party of the second part in the sum of Eleven Thousand Three Hundred Fifteen # Dollars, lawful money of the United States, secured to be paid by his certain bond or obligation, bearing even date herewith, conditioned for the payment of the said sum of Eleven Thousand Three Hundred Fifteen Dollars (\$11,315.00) On the first day of August, 1918, with interest thereon at the rate of six per cent. (6%) per annum, payable in semi annually installments on the 1st days of February and August in each year; with the privilege of paying the whole or any part of said principal at any time.

It being thereby expressly agreed that the whole of the said principal sum shall become due after default in the payment of any installment of principal or interest, taxes or assessments, as hereinafter provided.

Now this Indenture Witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of One Dollar paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby grant and release unto the said party of the second part, and to his heirs and assigns forever,

ALL those several pieces and parcels of land situate in Glen, Bleecker and Lansing's Patent, in the towns of Bleecker and Caroga, County of Fulton and State of New York, and known and described as follows: Great lot 38, except 400 acres north part, containing 600 acres more or less.

Great Lot 48 , containing 1,000 acres, more or less.

Subdivision 4 of Great Lot 51 , containing 127-1/2 acres, more or less.

Twenty-seven and one-half acres, more or less, being the north part of the east one-half of subdivision one in Great Lot 53, being the same premises conveyed to Wheeler and Claflin by Francis Fry, after excepting therefrom the lands conveyed to Aliza Ballou and the School District lot.

Also subdivision lots 4, 6 and 9 containing 300 acres, more or less, in Great Lot 53.

Also subdivision 5 in Great lot 53, excepting a small piece conveyed with the Hotel property, containing 100 acres more or less.

*Received in Cash 105 Mfg. paper 531  
Assigned to Alfred D. Dominion 261.2003 Mfg. P. 1484  
Cancelled Feb 1916 Mfg. P. 339  
Rep'd 6, 1914*

Also subdivision 8 in Great Lot 53, except 40 acres off the West side, containing 60 acres, more or less.

Also subdivisions 5, 6, 7, 9 and 10 in Great Lot 61, containing 500 acres, more or less.

Excepting therefrom the lot conveyed to the Methodist Episcopal Church of America, and the lot heretofore conveyed by the party of the second part hereto to the Durey Land and Lumber Company, out of Great Lot 53.

Great Lot 39, containing 1,000 acres, more or less.  
All of Great Lot 46, except 350 acres, being 650 acres, more or less.

Also all of Great Lot 47, containing, 1,000 acres more or less.

Also subdivision two of Great Lot 53, containing 155 acres, more or less.

Also subdivision three of Great Lot 53, containing 100 acres, more or less.

Also subdivisions 2, 3 And 8 of Great Lot 61, containing 300 Acres, more or less.

also the north part of Great Lot 63, containing 700 acres, more or less.

Also all Great Lot 64, containing 1,000 acres more or less.

Excepting from lands in Great Lot 53 the lots conveyed to the Methodist Episcopal Church of America and the Durey Land and Lumber Co.

Also all his right, title and interest in and to all those lots or parcels of land situate in the town of Caroga, County of Fulton and State of New York, being part of Glen, Bleecker and Lansing's Patent, and known and described as: All of subdivision 1 and 2 in Great Lot 61,

Also all the right, title and interest in and to other lands, tenements, hereditaments, easements and reversions conveyed by the said George W. Wheeler to the said Cyrus Durey, by deed bearing even date herewith.

It is agreed that upon payment of the sum of Three Hundred Fifteen Dollars and interest, so as to reduce said mortgage to \$8,000., that the party of the second part will release from the lien of this mortgage the rights, privileges and easements described in an undelivered conveyance dated February 19, 1913, executed by the Durey Land and Lumber Co. to East Creek Electric Light and Power Co., held in escrow by The Peoples Bank of Johnstown, N.Y.

This instrument is made to secure part of the purchase price of the premises hereinabove described, conveyed by the party of the second part to the party of the first part hereto by three several deeds bearing even date herewith.

Excepting from this mortgage, however, the following described parcel, viz: All that tract or parcel of land situate in the town of Caroga, County of Fulton and State of New York, bounded and described as follows: Commencing at a point on the west bank of the stink Lake-Pine Lake stream where the line between Great Lot No. 60 and Great Lot No. 61 of Glen, Bleecker & Lansing's Patent crosses said stream, and running thence northerly at right angles to the lot line 20 chains to the subdivision line in Great Lot 61; thence easterly along the subdivision line 37-1/2 chains; thence southerly parallel to the first line 20 chains to said great lot line between lots 60 and 61; thence westerly along said great lot line to the place of beginning; containing seventy-five acres, more or less.

Together with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.

To Have and to Hold, the above granted premises, unto the said party of the second part, his heirs and assigns forever.

Provided always, that if the said party of the first part, his heirs, executors, or administrators, shall pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, that then these presents, and the estate hereby granted, shall cease, determine and be void.

And the said Cyrus Durey party of the first part, covenants with said party of the second part as follows:

First.-That the party of the first part will pay the indebtedness as herebefore provided, and if default be made in the payment of any part thereof, the party of the second part shall have power to sell the premises herein described, according to law.

Second.- That the party of the first part will keep the buildings on the said premises insured against loss by fire for the benefit of the mortgagee.

Third.-And it is hereby expressly agreed that the whole of said principal sum shall become due at the option of the said party of the second part after default in the payment of any installment of principal or interest, or any part thereof, for ten days, or after default, in the payment of any tax or assessment for ten days, after notice and demand.

Fourth.-That the said party of the first part will execute any further necessary assurance of the title to said premises and will forever Warrant said title.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of Cyrus Durey (L.S.)

State of New York

County of Fulton, SS.:

On this 12th day of August, in the year Nineteen Hundred and Sixteen, before me, the subscriber, personally appeared Cyrus Durey to me known and known to me to be the same person described in and who executed the within Instrument, and he duly acknowledged to me that he executed the same.

Alfred Dudley Dennison, Notary Public, Fulton Co., N.Y.

Recording Tax Receipt.

State of New York,

County of Fulton. SS.

I do hereby certify that I have received on the within Mortgage \$56.50 being the amount of the Recording Tax imposed thereon and paid at the date of the recording thereof.

Dated August 15, 1916.

Edgar D. Gordon

Recording Officer of Fulton County, N.Y.

Recorded Aug. 14, 1916 at 4:40 H. P. M. (EGP)

Edgar D. Gordon

Clerk

described, and hereby conveyed, or intended so to be, unto the said party of the second part, his heirs and assigns, to their only proper use, benefit and behoof forever

In Witness Whereof, The said party of the first part, Referee as aforesaid hath hereunto set his hand and seal, the day and year first above written.  
T. Cuthell Calderwood L.S.  
ad referee.

Sealed and Delivered in  
the Presence of  
State of New York,  
County of Fulton SS:

On this 14<sup>th</sup> day of August in the year one thousand nine hundred and Sixteen before me, the subscriber, personally came T. Cuthell Calderwood to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same.

Herbert M. Vostburgh  
Clerk of the Surrogate's Court.

Recorded August 14, 1916, at 11:44 H. A. M.

*Edgar D. Gordon* Clerk

(EGP)  
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DEED

This Indenture, Made the First day of August, 1916, Between Cyrus Durey (unmarried), of the City of Johnstown, County of Fulton and State of New York, of the first part, and Durey Land and Lumber Company, a corporation organized and existing under the laws of the State of New York, having its principal place of business in the town of Caroga, County of Fulton and State of New York, of the second part.

Witnesseth, that the said party of the first part, in consideration of Two Dollars, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever.

All those several pieces and parcels of land situate in the towns of Bleecker and Caroga, in the County of Fulton and State of New York, in Glen, Bleecker and Lansing's Patent, and known and described as follows:

Great Lot thirty-eight, except four hundred (400) acres north part, containing six hundred (600) acres, more or less.

Great Lot thirty-nine, containing one thousand (1000) acres, more or less.

Great lot forty-six, excepting three hundred fifty acres, being six hundred fifty acres more or less.

Great lot forty-seven containing one thousand (1000) acres, more or less.

Great lot forty-eight, containing one thousand (1000) acres, more or less.

Sub division four of Great lot fifty-one, containing one hundred twenty-seven and one half (127-1/2) acres, more or less.

North part of the east one-half of sub division one of Great lot fifty-three, containing twenty-seven and one-half (27-1/2) acres, more or less, being the same premises conveyed to Wheeler and Claflin by Francis Frye, after excepting therefrom the lands conveyed to Aliza Ballou and the School District lot.

Sub division two of Great lot fifty-three, containing one hundred fifty-five (155) acres, more or less.

Sub division three of Great lot fifty-three containing one hundred (100) acres, more or less.

Sub division lots four, six and nine of Great lot fifty-three, containing three hundred (300) acres, more or less.

Sub division lot five in Great Lot fifty-three, excepting a small piece conveyed with the Hotel Property, containing one hundred (100) acres, more or less.

Sub division lot eight in Great Lot fifty-three, except forty (40) acres off the west side, containing sixty (60) acres, more or less.

Sub divisions one, two, three, five, six, seven, eight nine and ten of Great Lot sixty-one, containing nine hundred (900) acres, more or less.

North part of Great Lot sixty-three, containing seven hundred (700) acres, more or less.

Great lot sixty-four, containing one thousand (1000) acres, more or less.

Excepting from Great Lot 53 the lots conveyed to the Methodist Episcopal Church of America and the Durey Land and Lumber Company.

Also all the right, title and interest which the party of the first part acquired from George W. Wheeler by deed bearing even date herewith in and to other lands, tenements, hereditaments, easements and reversions situate in said towns of Bleecker and Caroga in the County of Fulton and State of New York.

Being the same premises conveyed to the party of the first part by George W. Wheeler by three several deeds bearing even date herewith.

Subject, however, to a certain mortgage bearing even date herewith, given by the party of the first part to said George W. Wheeler to secure a part of the purchase price of said premises.

Together with the appurtenances and all the estate and rights of the party of the first part in and to the said premises.

To Have and to Hold the above granted premises, unto the said party of the second part, its successors and assigns forever.

And the said party of the first part covenants with the said party of the second part that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

Cyrus Durey (L.S.)

State of New York, :

County of Fulton. : ss.: .

On this 14<sup>th</sup> day of August, in the year Nineteen Hundred and Sixteen, before me the, subscriber, personally appeared Cyrus Durey, to me known and known to me to

be the same person described in, and who executed the within instrument, and  
he duly acknowledged to me that the executed the same.

Alfred Dudley Dennison

Notary Public, Fulton County, N. Y.

Recorded Aug. 14, 1916 at 4:45 H. AM.

(EGP)

*Edgar D. Gordon* Clerk

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26th, 1915.

Together with the appurtenances; and all the estate and rights of the said parties of the first part in and to said premises.

To have and to Hold the above granted bargained and described premises unto the said parties of the second part, or the survivor of them or to his or her heirs and assigns forever.

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

In the Presence of Crawford O. Getman (L.S.)  
Mabel E. Getman (L.S.)

State of New York,  
County of Fulton, SS.  
City of Johnstown

On this 8th day of January, in the year One thousand nine hundred and twenty one before me, the subscriber, personally appeared Crawford O. Getman and Mabel E. Getman, his wife, to me personally known to be the same person described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

Alva W. Frye, Notary Public

Recorded Jan. 8, 1921 at 11:35 h A.M.

(EGP)

*Egbert J. Cross* Clerk

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WARRANTY DEED

This Indenture, Made the Twentieth day of December, Nineteen Hundred and Twenty, Between durey Land and Lumber Company, a corporation organized under the laws of New York, having its principal office and place of business in the town of Caroga, County of Fulton and State of New York, party of the first part, and Cyrus Durey, of the Town of Caroga, County of Fulton and State of New York party 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 party of the second part, does hereby grant and release unto the party of the second part his heirs and assigns forever;

First; All that tract or parcel of land situate in the town of Caroga, County of Fulton and State of New York, being subdivision 3 of Great Lot 52 in Glen, Bleecker & Lansing Patent.

Second. All that tract or parcel of land situate in the town of Caroga, County of Fulton and State of New York, known and described as being parts of Great Lot No. Fifty three (53) Glen, Bleecker & Lansing Patent, known and described as follows;

The north part of the east half of subdivision one, containing 27 1/2 acres, being the same premises conveyed to Wheeler & Claflin by Francis Bry, after excepting therefrom the lands conveyed to Aliza Ballou and the School District

lot.

Subdivision 2 containing 155 acres, more or less.

Subdivision 3, containing 100 acres, more or less.

Subdivision 4, containing 100 acres, more or less.

Subdivision 5, containing 100 acres, more or less, except small piece conveyed with the Hotel Property and except the lot conveyed to Albert Rosenthal.

Subdivision 6, containing 100 acres, more or less.

Subdivision 8, except 60 acres conveyed to the State of New York and except the hotel lot.

Excepting from the lands above conveyed in Great Lot 53 the Methodist Church lot and the lot of Archibald Rathbun; and also excepting the dam site at the outlet of Irving Pond agreed to be conveyed to East Creek Electric Light & Power Co.

The lands above conveyed are subject to the rights of flowage of the East Creek Electric Light & Power Co. as and when conveyed; and subject also to the lease of the millyard and dam at Wheelerville to the Holden Lumber Co., expiring April 1, 1926.

Third All those tracts or parcels of land situate in the town of Caroga, County of Fulton and State of New York, being parts of Great Lots 59, 65, and 66 being the cottage lots on East Canada Lake and West Canada Lake in said Great Lots reserved from the conveyance of the Durey Land and Lumber Co. to the State of New York, except the lots heretofore conveyed to individual lot owners; subject to the rights of the East Creek Electric Light & Power Co. to raise and lower the waters of Canada Lake and the lakes and streams connected therewith as and when conveyed.

Fourth. All that tract or parcel of land situate in the town of Caroga, County of Fulton and State of New York, being Great Lot 60 of Glen, Bleecker & Lansing Patent, except the portions thereof conveyed to the People of the State of New York and other parties.

Fifth. All that tract or parcel of land situate in the town of Caroga, County of Fulton and State of New York, being Great Lot 61 in Glen, Bleecker & Lansing Patent except the portions thereof heretofore conveyed to the People of the State of New York, and other parties, and excepting the dam site agreed to be conveyed to the East Creek Electric Light & Power Co. at the outlet of Pine Lake and a parcel of five acres also agreed to be conveyed to said East Creek Electric Light & Power Co.; and subject to the rights of the East Creek Electric Light & Power Co. to raise and lower the waters of Pine Lake, as and when conveyed.

Sixth. All that tract or parcel of land, situate in the town of Caroga, County of Fulton and State of New York, being a part of Great Lot 63 in Glen, Bleecker & Lansing Patent, being a strip of land supposed to contain about 140 acres of land, more or less, lying between the parcel conveyed by the Durey Land and Lumber Co. to the People of the State of New York, on the north, and the 300 acre parcel of the State of New York known as the Seymour lot.

Seventh. Also, all the right, title and interest of the said Durey Land and Lumber Co. in and to any and all other lands, tenements, hereditaments, easements, reversions, possibility of reverter, and interests of every name, nature, and description in real property in Glen, Bleecker & Lansing Patent, except the damsites on lots 64 and 66 at the outlets of Nine Cornered Lake and Lily Lake agreed to be conveyed to the East Creek Electric Light and Power Co. And the party of the first part assigns and transfers to the party of second part all its right, title and interest in the covenants and conditions agreed to be reserved in conveyance to the East Creek Electric Light & Power Co. as and when conveyed.

General Reservations. ✓

Subject to the right of the East Creek Electric Light & Power Co. to use all earth, rocks, lands and materials, except timber, upon the above described lands for the purpose of constructing, repairing or replacing the dams of said Power Company on lands now or formerly of the Durey Land and Lumber Company, provided that the same shall not be taken from any place where it will cause unnecessary or unusual damage, nor immediately adjacent to the shore of any lake or pond, or within 100 feet of any building.

Also, subject to the right of the East Creek Electric Light & Power Co., its successors and assigns, to use the roads and driveways now existing on and over the above described lands to each of the dam-sites of said Company on lands now or formerly of the Durey Land and Lumber Company, together with the right to maintain said driveways and the right to use said roadways or driveways for both persons and vehicles in passing to and from said dams, together with the right to go over, upon and across, and to use the lands adjoining each and every one of said dams for the purpose of constructing, maintaining, inspecting and repairing the same from time to time as may be necessary.

Also, subject to the right of the East Creek Electric Light & Power Co. to maintain construct and operate a hydro-electric plant for the generation of electricity at the dam sites above excepted, and build, maintain, repair, enlarge or modify any or all structures, fixtures or appliances in connection therewith, and to also erect poles, wires and transmission lines for the transmission of electricity from or to any of its dams or works across and over the lands above conveyed wherever such works may be located, subject to the payment by the Power Company of all actual damages caused by the construction of a transmission line or lines.

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, his heirs 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.

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

"Seal"

Durey Land and Lumber Company

By Cyrus Durey, President.

Attest: James S. Ireland, Secy.

State of New York,  
County of Fulton, SS.

of

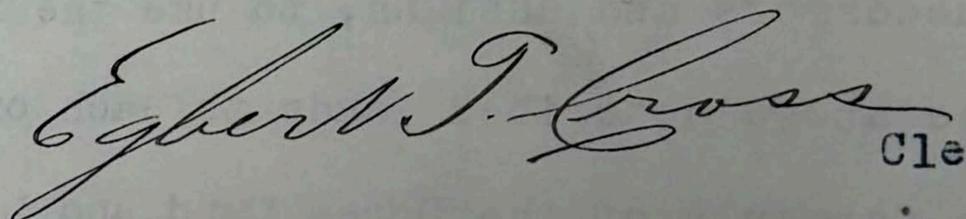
On this 20th day of December Nineteen Hundred and twenty, before me, personally came Cyrus Durey to me personally known, who, being by me duly sworn did depose and say that he resides in town of Caroga, County of Fulton and State of New York: that he is the President of Durey Land and Lumber Company, the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Alfred D. Dennison, Notary Public

Fulton co., N.Y.

Recorded Jan. 10, 1921 at 3:40 h P.M.

(EGP)



Clerk

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