

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto it, the said Grantee, its successors and assigns forever, to its and their own proper use and behoof. And also, he, the said Grantor, does for himself, his heirs, executors, administrators and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, he is well seized of the premises, as a good indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as is above written; and that the same are free from all encumbrances whatsoever, except as aforesaid.

AND FURTHERMORE, he, the said Grantor, does by these presents bind himself and his heirs forever, to warrant and defend the above granted and bargained premises to it, the said Grantee, its successors and assigns, against all claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, he, the said Grantor, has hereunto set his hand and seal this 1st day of November, 1956.

Signed, sealed and delivered in presence of:

<u>Frederick A. Hill</u>	(I.R. Stamp)	<u>Clarence A. Seymour</u> (L.S.)
	(\$1.10)	Clarence A. Seymour
<u>George W. Litchfield</u>	(Cancelled)	

STATE OF CONNECTICUT
 COUNTY OF LITCHFIELD ss. Salisbury, November 1, 1956.

Personally appeared, Clarence A. Seymour, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed, before me,

APPROVED: George W. Litchfield
 Notary Public (Seal)

R.W.B. 10/22/56
 A.D. 10/22/56
 G.W.L. 10/24/56

Received for record Nov. 19, 1956 at 2:00 P.M.

Helen Nash
 Town Clerk

WARRANTEE DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, That I, HELEN W. MILES, of the Town of Salisbury, County of Litchfield and State of Connecticut, for the consideration of a valuable sum in dollars, received to my full satisfaction of FREDERICK L. PRESTON, of the Town of Sheffield, County of Berkshire and Commonwealth of Massachusetts, do give, grant, bargain, sell and confirm unto the said Frederick L. Preston, his heirs and assigns forever, all that certain piece or parcel of land, with all of the appurtenances thereto belonging, located on the easterly shore of Lake Washinee, in said Town of Salisbury, bounded generally:

North and northwesterly by other property of said Preston, in part, and in part by property of W. E. Bunter; Easterly by property of Ernest J. Willson, et ux, in part, and in part by lands of E. Guernsey, and further in part by retained lands of said Helen W. Miles; South by said retained lands of said Helen W. Miles, and Westerly by the easterly shore of Lake Washinee, in part, and in part by said other lands of Frederick L. Preston, and is more fully described as follows:

Beginning at a point in the easterly shore of Lake Washinee which point is the southwesterly corner of said other property of Preston; running thence along

the said shore line as it winds and bends in a southwesterly direction to a point located S 20° 28' W of and 1151.4 feet distant from the said point of beginning; thence along the retained property of Helen W. Miles, the three following courses and distances: N 80° 00' E 1098.9 feet to a steel fence post; N 8° 57' W 678.2 feet to a steel fence post and N 80° 00' E 549.6 feet to an iron pin in line of lands of E. Guernsey; thence along said lands of E. Guernsey in part and along lands of Ernest J. Willson, et ux, in part N 8° 57' W 546.2 feet to an iron pin in line of lands of W. E. Bunter; thence along said Bunter lands N 84° 15' W 570.6 feet to a steel fence post in line of said other lands of Preston, and thence along said other lands of Preston the following two courses and distances: S 28° 18' W 566.1 feet to a brass plug set in rock outcrop, and N 82° 49' W 195.8 feet to the point of beginning, and containing 27.6 acres of land, more or less, and designated as Parcel "A" on map entitled "Property of Helen W. Miles, Town of Salisbury, Litchfield Co. Conn., Showing Parcel A to be conveyed to Frederick L. Preston", by S. V. N. Rockefeller, C. E., dated Oct. 3, 1956, a copy of which map is to be filed with the Salisbury Town Clerk simultaneously with this deed.

The above described parcel is conveyed subject to the following restrictions which shall run with the land and be and remain forever in full force and effect:

1- Said premises, nor any part thereof shall not be used as a place of public resort or camp, nor for any hotel or boarding house nor for anything except residential purposes.

2- No spirituous or intoxicating liquors or malt or other beverages containing alcohol shall be made or sold on said premises:

3- Any and all fences shall be erected and maintained solely by the persons desiring said fences to be built:

4- No gasoline filling station or roadside stand shall be maintained on said premises:

5- No building shall be built nearer than 75 feet from the shore of Lake Washinee nor nearer than 50 feet from any of the adjoining properties except only that belonging to said Frederick L. Preston, and no lot on the lake shore shall be sold with lake frontage of less than 100 feet.

Said premises are also conveyed subject to the Salisbury town taxes on the list of October 1, 1956 which the grantee assumes and agrees to pay.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto him, the said grantee, his heirs and assigns forever, to his and their own proper use and behoof.

AND ALSO, I, the said grantor, do for myself, my heirs, and assigns, covenant with the said grantee, his heirs and assigns, that at and until the ensembling of these presents, I am well seized of the premises as a good indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as above mentioned.

AND FURTHERMORE, I, the said grantor, do by these presents bind myself and my heirs forever to WARRANT AND DEFEND the above granted and bargained premises to them, the said grantees, and to their heirs and assigns, against all claims and

demands whatsoever, except as above mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of November, in the year of our Lord Nineteen Hundred Fifty-Six.

Signed, sealed and delivered in the presence of:

<u>Kathleen M. Whiteford</u>	(I.R. Stamps)	<u>Helen W. Miles</u>	(LS)
<u>Thomas R. Wagner</u>	(in amt. of)		
	(\$6.60)		
	(Cancelled)		

STATE OF CONNECTICUT)
: ss. Salisbury, November 19th, 1956
COUNTY OF LITCHFIELD)

Personally appeared Helen W. Miles, Signer and Sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

Received for record
Nov. 19, 1956 at 3:30 P.M.

Thomas R. Wagner
Notary Public (Seal)

Helen Nash
Town Clerk

CERTIFICATE OF DECEASED'S OWNERSHIP
OF REAL ESTATE

THIS IS TO CERTIFY, That the last place of residence of Frederick Smith, was in Manhasset, Long Island, State of New York, that the said Frederick Smith died on the 28 day of January, 1951 and left a will, and the subscriber has been duly approved as ancillary executor of said will, of said deceased by the Court of Probate, within and for the district of Salisbury, within which the deceased owned an interest in real estate at the time of his death.

This certificate is made and caused to be recorded in the Land Records of the Town of Salisbury, within which the said deceased was the owner of real estate or an interest therein at the time of his death.

Dated at Manhasset, Long Island, New York, this ninth day of November, A.D. 1956

Received for record
Nov. 21, 1956 at 9:40 A.M.

Mrs. May Z. Smith
Ancillary Executor of the Will of
Frederick Smith, Deceased

Helen Nash
Town Clerk

SUBORDINATION AGREEMENT

THIS AGREEMENT, made the 16th day of November, 1956, between ADOLPH E. BAUMAN, CLEMENT A. BAUMAN and SALISBURY BANK AND TRUST COMPANY,

WITNESSETH:

WHEREAS, Clement A. Bauman is the owner of certain real property situated on Bostwick Street, so-called, in the Village of Lakeville, in the Town of Salisbury, County of Litchfield and State of Connecticut, and

WHEREAS, Adolph E. Bauman and Salisbury Bank and Trust Company are the respective holders of a second and a first mortgage covering said real property; that held by Adolph E. Bauman being dated February 23, 1945 and recorded in Salisbury Land Records, Volume 64, Pages 307-308, and that held by Salisbury Bank and Trust Company being dated June 30, 1950 and recorded in said Land Records, Volume 69, Pages 12-13 and

WHEREAS, said Salisbury Bank and Trust Company is this day releasing said first mortgage and taking a new mortgage from said Clement A. Bauman to secure