



000628

This Indenture

Made the 27th day of December
Nineteen Hundred and Eighty-eight

Between

JOHN A. MUHLER, residing at 2328 Wilson Boulevard, #4,
Winchester, Virginia 22601

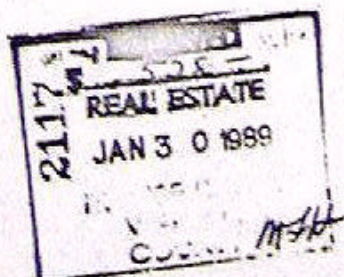
party of the first part, and

MICHAEL W. HMELOVSKY and NANCY W. HMELOVSKY, husband and wife,
both residing at 86 Carriage Way, Windsor, Connecticut 06095

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

ONE and 00 100..... Dollar (\$ 1.00)
lawful money of the United States, and other good and valuable consideration
paid by the parties of the second part, do es hereby grant and release unto the
parties of the second part, their heirs
and assigns forever, all

(See Schedule "A", annexed hereto and made a part hereof)



1912 742R 147

SCHEDULE "A"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Town of Hague, Warren County, New York, and being the same premises conveyed by Cape Cod Village Club Realty, Inc., to Glenn C. Barnes by deed dated September 28, 1964, and recorded in Warren County Clerk's Office in Book 448 of Deeds at Page 41 on November 6, 1964, and therein described as follows:

"BEGINNING at a point on the westerly boundary line of a gravel road, commonly known as Anchorage Road, which road runs easterly and westerly through the center of the property of the Grantor, said point also being the northwest corner of Lot No. 16; thence running south 15°30' west along the division line of Lot No. 15 and 16, a distance of 76.5 feet to a point marked by an iron pipe, said point being the southeast corner of the lot herein conveyed and the southwest corner of Lot No. 16; thence running south 74°00' west a distance of 58 feet to a point marked by an iron pipe, said point being the southwest corner of Lot No. 15 and the southeast corner of Lot No. 14; thence running north 18°00' west along the division line of Lot No. 15 and Lot No. 14, a distance of 61.5 feet to a point marked by an iron pipe situate in the southerly boundary of said gravel road; thence running easterly along the southerly boundary line of said gravel road aforesaid a distance of 62.5 feet more or less to the point and place of beginning."

TOGETHER with the following easements, rights of way and facilities:

1. An easement or right-of-way for ordinary purposes of ingress and egress to the premises herein conveyed from New York State Highway, Route No. 9N, over the lands of Cape Cod Village Club Realty, Inc., by way of private roads now or hereafter maintained by it, as such roads may be changed from time to time.

2. An easement or right-of-way to the shore of Lake George south of the marine rail dock now maintained by Cape Cod Village Club Realty, Inc., over lands of Cape Cod Village Club Realty, Inc., by way of private roads now or hereafter maintained by it, as such roadway may be changed from time to time together with the use and enjoyment of the bathing beach and adjacent land area along said shore said land area being bounded and described as follows:

BEGINNING at a point located on the westerly shore of Lake George at a concrete monument marked T, said point being the southeast corner of lands now or formerly owned by Nellie Triplett; thence running south 1 degree 01 minutes east, a distance of 313 feet, more or less, to the north shore of Jenkin's Brook; thence running northeasterly along the north shore of Jenkin's Brook to the westerly shore of Lake George; thence running northerly along the westerly shore of Lake George to the place of Beginning.

Said easement with respect to the bathing beach, dock and adjacent land area, being subject to such reasonable regulations as to its use as may be imposed by the Cape Cod Village Club Realty, Inc. or any corporation formed by the members of the Board of Directors of Cape Cod Village Club Realty, Inc., for the purpose of imposing such regulations.

The enjoyment of each and all of the above described easements, rights of way and other facilities shall be subject to the payment by the Grantee as hereinafter provided, of the equitable proportion of the Cape Codd Village Club Realty, Inc., of the maintenance thereof.

3. An easement or right-of-way for the purpose of laying, maintaining and operating water pipe lines and wells and for ingress and egress to the same conveyed from Edward Nils Blatz and Leslie Blatz by easement dated June 16, 1982, and recorded in the Warren County Clerk's Office on August 3, 1982 in Liber 647 of Deeds at Page 960.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the said premises.

TO HAVE AND TO HOLD the premises herein granted unto the Grantees, and unto the survivor or his or her respective heirs and assigns forever, subject to the following:

1. Zoning restrictions and ordinances adopted by any municipal, town, village or other governmental authority.
2. Any state of facts an accurate survey may show.
3. Covenants and restrictions of record, and easements, if any.
4. Covenants of the Grantee hereinafter stated.

This conveyance is subject to all restrictions and covenants relative to the use of said property contained in said deed from Cape Cod Village Club Realty, Inc., to Glenn C. Barnes by deed dated September 28, 1964, and recorded in the Warren County Clerk's Office in Book 448 of Deeds at Page 41, on November 6, 1964, to which reference is hereby made for a complete statement of said restrictions and covenants. The grantees by the signing of this deed state they have read said covenants and restrictions, understand the same and agree to be bound by them.

BEING the same premises described in a deed from John A. Muhler and Hope A. Muhler, formerly John A. Muehleisen and Hope A. Muehleisen to John A. Muhler, dated February 5, 1987 and recorded in the office of the Essex County Clerk on March 10, 1987 at Book 691 of deeds, Page 264.

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 parties of the second part, their heirs and assigns forever.

And said John A. Muhler

covenants as follows:

First, That the parties of the second part shall quietly enjoy the said premises;

Second, That said John A. Muhler

will forever warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, 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 Witness Whereof, the party of the first part has hereunto set his hand and seal the day and year first above written.

In Presence of

John A. Muhler
 John A. Muhler

State of New York } ss.
 County of WARREN
 before me, the subscriber, personally appeared

On this 27th day of DECEMBER
 Nineteen Hundred and 88

John A. Muhler

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Brendan J. Hanley
 Notary Public

BRENDAN HANLEY
 NOTARY PUBLIC
 RESIDING IN
 TERM
 AUG 31, 1989

RETURN TO:
 MR. & MRS. MICHAEL HMELOVSKY
 86 CARRIAGE WAY
 WINDSOR, CT 06095

JAN 30 4 03 PM '89
 PAGE 142
 WARREN COUNTY N.Y.
 CARYL H. CLARK
 CLERK