

# This Indenture, MADE THIS

of our Lord one thousand nine hundred and <sup>57<sup>th</sup></sup> day of September in the year  
fifty seven

Between **HAZEL D. THORNE, unmarried,**  
of the City of Lambertville, in the County of Hunterdon and  
State of New Jersey, party

of the first part, and **CATHERINE V. SMITH, widow,**  
of the City of Lambertville, in the County of Hunterdon and  
State of New Jersey, party

of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of

ONE DOLLAR (and other good and valuable consideration)

lawful money of the United States of America, well and truly paid by the said party of the second part to  
the said party of the first part, at and before the sealing and delivery of these presents, the receipt whereof  
is hereby acknowledged, has

granted, bargained, sold, aliened,  
enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien,  
enfeoff, release, convey and confirm, unto the said party of the second part,

heirs and assigns: ALL that certain lot, tract or parcel  
of land and premises, hereinafter particularly described, situate,  
lying and being in the City of Lambertville in the County of  
Hunterdon and State of New Jersey, bounded and described as follows:

BEGINNING at a cross cut in the sidewalk in the northerly  
line of Delevan Street, and running thence (1) along the middle of  
the aforementioned sidewalk, North 10 degrees 48 minutes West, a  
distance of fifty-three and sixty-eight one-hundredths feet (53.68')  
to a cross cut in the same; thence (2) along the same, North 79 degrees  
12 minutes East, a distance of three and twenty-six one-hundredths  
feet (3.26') to a cross cut in the same; thence (3) still along the  
same, North 10 degrees 48 minutes West, a distance of five and fifty-  
five one-hundredths feet (5.55') to another cross cut in said walk;  
thence (4) crossing the walk, North 79 degrees 12 minutes East, a  
distance of five and seventy-four one-hundredths feet (5.74') to an  
iron corner on the easterly side of the walk; thence (5) along the  
same, North 8 degrees 53 minutes West, a distance of fifteen and two  
one-hundredths feet (15.02') to an iron corner on the easterly side  
of the walk at an angle point in the same; thence (6) still along  
the easterly side of the walk, North 24 degrees 22 minutes East, a  
distance of twenty-three and fifty-five one-hundredths feet (23.55')

to a stake corner in line of now or formerly Whiteley; thence (7) along the same, North 10 degrees 47 minutes West, a distance of fourteen and twenty-four one-hundredths feet (14.24') to an iron corner to the same in line of now or formerly Ellman Smith; thence (8) along the same, South 68 degrees 30 minutes West, a distance of fifty-five and thirty-four one-hundredths feet (55.34') to a corner in or near the easterly edge of North Union Street; thence (9) along the same, South 10 degrees 35 minutes East, a distance of ninety-seven and six-tenths feet (97.60') to a point in the northerly line of Delevan Street; thence (10) along the same, North 79 degrees 05 minutes East, a distance of thirty-one and sixty-eight one-hundredths feet (31.68') to the place of beginning and containing nine one-hundredths of an acre (0.09 A.) be the same more or less as surveyed by Frank W. Bohren, June, 1957.

All bearings herein refer to those of the adjoining deed of Whitely, more particularly Courses No. 1 and No. 2 of said deed.

Being part of the same land and premises conveyed by Thomas Thorne and Alfreda S. Thorne, his wife, to Hazel D. Thorne by deed dated April 27, 1936 and recorded in the Hunterdon County Clerk's Office in Book 406 of Deeds, page 298; and being also part of the same land and premises conveyed by Thomas B. Thorne and Adele B. Thorne, his wife, to Hazel D. Thorne by deed dated September 27, 1949 and recorded in said Clerk's Office in Book 482 of Deeds, page 21.

The sidewalk running along Courses No. 1 to No. 4 inclusive in the above description shall be forever kept open for the joint use of the owners and occupants and their invitees of the property herein conveyed and the owners and occupants and their invitees of the property adjoining the above described property on the East. The cost of maintaining the said sidewalk shall be borne jointly by the owners of the respective properties.

Survey of the above described property made in June of 1957 as above recited, discloses that the northwest corner of the garage building on the property hereby conveyed extends a few inches over the northerly line of said property. The warranties of title in this deed do not extend to and cover this encroachment; however, this garage building has been located for more than fifty years last past and its status has never been questioned. This survey also shows a possible encroachment along Course No. 7 of the easterly side of said garage building and the warranties of title do not extend to, or cover, or apply to this possible encroachment.