

Bargain and Sale Deed, with Covenants against Grantor's Acts - Individual or Corporation
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT
THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 9 day of September, Two Thousand and TWENTY,

BETWEEN

GAVIN VALLANCE AND SCOTT HINMAN

Residing at

14 CONSTITUTION DRIVE

COLD SPRING, NY 10516

Party of the first part,

AND

E. Jr. M.
JOHN SCARPA AND CAROL SCARPA husband and wife

Residing at

1 PIER POINTE STREET, UNIT 601F

YONKERS, NY 10701

Party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and no/100ths (\$10.00) Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE A ATTACHED HERETO FOR LEGAL DESCRIPTION
OF PREMISES CONVEYED HEREUNDER.

THE premises are designated as a SINGLE FAMILY residence.

BEING THE SAME PREMISES ACQUIRED BY DEED ROBERT W. FERRIS AND DOREEN FERRIS, DATED OCTOBER 16, 2015 RECORDED OCTOBER 26, 2015 IN THE PUTNAM COUNTY CLERK'S OFFICE IN LIBER 1994 PAGE 150.

TOGETHER with all right, title and interest, if any, of the party of the first part of in and to any streets and roads abutting the above-described premises to the center lines thereof;

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, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever except as aforesaid.


AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part 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.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:


GAVIN VALLANCE


SCOTT HINMAN

SCHEDULE A-1
(Description of the Land)

All that certain plot, piece, or parcel of land, situate, lying, and being in the Village of Cold Spring, Town of Philipstown, County of Putnam, State of New York, known and designated on a certain map entitled, "Map of Section 'A' of Crestview, Village of Cold Spring, Putnam County, N.Y. Town of Philipstown" made by Roy Burgess, P.E. and L.S., dated October 20, 1952, and filed in the Office of the Clerk of Putnam County on December 8, 1953, as Map No. 715, as Lot No. 12.

TOGETHER with a right of way together with others for the purpose of egress and ingress along the road now known as Constitution Drive as appears on said map, from the premises herewith granted and released in a northwesterly direction to the Boulevard.

This right of way shall become absorbed into and merged with the rights of a public highway as, if and when the said road is dedicated to and accepted by the Village of Cold Spring as a public road.

FOR INFORMATION ONLY: Premises also known as 14 Constitution Drive, Cold Spring, NY
Section 48.12 Block 2 Lot 70

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

END OF SCHEDULE A

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

On the 1st day of September, 2020, before me, the undersigned, personally appeared


Gavin Vallance
, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

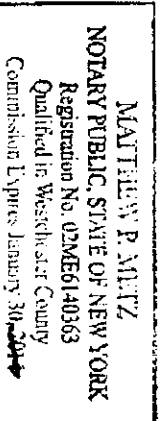

(Signature and office of individual taking acknowledgment)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

On the 1st day of September, 2020, before me, the undersigned, personally appeared,

Scott Hinman
, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

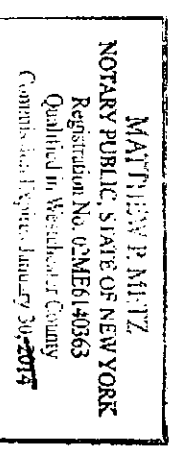

(Signature and office of individual taking acknowledgment)



GAVIN VALLANCE AND SCOTT HINMAN

TO

JOHN SCARPA AND CAROL SCARPA



Section: 48.12

Block: 2

Lot: 70

Town/City of: PHILIPSTOWN

County of: WESTCHESTER

Street Address: 14 CONSTITUTION DRIVE
COLD SPRING, NY 1056

Title Company: FIDELITY NATIONAL TITLE
Telephone: (516)741-5050

Title #: D7405-07067P

RECORD AND RETURN TO:

EDWARD D. SCHMITT, P.C.
2121 ALBANY POST ROAD
MONTROSE, N.Y. 10548