

This Indenture, Made this 9th day of December

in the year of our Lord one thousand nine hundred and sixty four.

Between HERBERT O. NIEDERER and MARION G. NIEDERER, his wife, of the Township of Hopewell, County of Mercer and State of New Jersey,

the party of the first part, and STATE OF NEW JERSEY (Greenacre Program), Department of Conservation and Economic Development, John Fitch Way Plaza, Trenton, New Jersey,

party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of SEVENTY FOUR THOUSAND FIVE HUNDRED (\$74,500.00) DOLLARS One Dollar (\$1.00) and other good and valuable consideration

lawful money of the United States of America

to them the said party of the first part, in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof the said party of the first part do hereby acknowledge, have given, granted, bargained and sold, aliened, released, conveyed and confirmed and by these presents do give, grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, its successors and assigns

All that certain lot, tract or parcel of land and premises, situate, lying and being in the Township of Hopewell, County of Mercer and State of New Jersey bounded and described as follows, to wit:

BEGINNING at a stone corner to land of David Houghton; thence running South 42° East 7 chains 30 links to a stone corner to Henry S. Burroughs lands; thence North 73½° East 8 chains 82 links to a stone; thence North 6° East 14 chains 33 links to a stone standing on the public road; thence along the road North 83½° West 27 chains 36 links to a stone corner to the Meeting House lot; thence North 63½° West 92 links to a stone; thence South 41½° East 9 chains 97 links to a stone corner to land of Frederick Page; thence South 42° West 54 chains 55 links to a stone corner to land of said Page; thence with lands of H. S. Brower, South 45° East 10 chains 20 links to a stone corner to said Brower's land in a line of land of David Houghton; thence with the last mentioned lands, North 45° East 54 chains 7 links to the place of BEGINNING. Containing within the bounds of said 85.55 acres of land.

EXCEPTING THEREOUT AND THEREFROM THE FOLLOWING DESCRIBED PREMISES:

Parcel 1: Being the premises conveyed by Herbert O. Niederer and Marion G. Niederer, his wife, to Arthur F. Niederer and Hazel P. Niederer, his wife, by Deed dated July 8, 1950, recorded July 11, 1950 in Deed Book 1109, page 337 and being described as follows:

BEGINNING at a stake on the Southerly side of a Public Road also known as Church Road 33.0 feet wide being also a corner of land now or formerly of Harry G. Eckenhoff; thence (1) along the said land of Eckenhoff, South 06° 00' West, 250 feet to another stake, also a corner of remaining lands of Herbert O. Niederer and Marion G. Niederer, his wife, of which this was formerly a part; thence (2) along the said remaining land, South 85° 28' 57" West 183.07 feet to a stake, a corner of the said remaining land; thence (3) still along the same, North 00° 00' East 285 feet to a stake on the southerly side of the aforesaid road; and thence (4) along the southerly side of the same road, South 83° 30' East 180 feet to a stake being the place of BEGINNING. Containing 1.105 acres, be the same more or less.

Handwritten initials and date: O.M. 12/9/64

AND IT IS FURTHER EXCEPTED THEREOUT AND THEREFROM THE FOLLOWING:

Parcel 2: Being the same premises conveyed by Harry A. Drake and Bessie Drake, his wife, and Edna M. Cromwell and Elmer Cromwell, her husband, to Kenneth S. Yates by Deed dated October 18, 1935 and recorded October 29, 1935 in Deed Book 739, page 384 and described as follows:

BEGINNING at a point for a corner located bearing South 41° 30' East 672.2 feet from a stone marker for a corner of meeting house lot on Church road; thence along a public road and line of lands of Harry A. Drake, and Edna M. Cromwell, South 41° 30' East 471.24 feet to a corner in said public road; thence still by lands of said Drake and Cromwell, South 42° 39' West 1000.5 feet to a concrete monument for a corner and still by same, North 24° 39' West 505.2 feet to a concrete monument for a corner and still by same, North 42° 39' East 856.35 feet to point BEGINNING and passing over a concrete monument on line and 16.5 feet from point of BEGINNING. Containing 10 acres of land more or less.

AND IT IS FURTHER EXCEPTED THEREOUT AND THEREFROM THE FOLLOWING:

BEGINNING at a stone corner of lands of Henry S. Burroughs, being South 42° 7 chains and 30 links from a stone corner of lands of David Houghton, thence (1) North 73½° East, 8 chains 82 links 582.12 feet to a stone; thence (2) North 6° East 200 feet more or less to a point on the southeasterly line of lands Herbert and Marion Niederer; thence (3) southwesterly along the said southeasterly line of lands of Herbert and Marion Niederer 660 feet more or less to a point on Brickyard Road; thence (4) running South 42° East along Brickyard Road 100 feet more or less (be the distance what it may) to the point and place of BEGINNING.

NO BEARING
2 AC

AND IT IS FURTHER EXCEPTED THEREOUT AND THEREFROM THE FOLLOWING:

BEGINNING at a point on the southerly line of Pennington-Titusville Roads (Church Road) North 85° 15' West, 180 feet from the stone corner of meeting house lot being located 1625 feet southeasterly from the point of intersection of the northeasterly line of Brickyard Road and southeasterly of Pennington-Titusville Roads (Church Road) running thence (1) North 80° 15' West, 425 feet to a point running thence (2) South 9° 45' West, 380 feet to a point running thence (3) North 88° 1' East, 618.85 feet to a point on the easterly line of premises of Herbert and Marion Niederer running thence (4) North 8° 11' East, 50 feet to a point running thence (5) along the southerly line of lands of Arthur and Hazel Niederer, husband and wife, South 85° 28' 57" West 183.07 feet running thence (6) along the westerly line of said Arthur and Hazel Niederer North 8° 11' East 285 feet more or less to the point and place of BEGINNING.

X



I, William H. Falcey, Mercer County Clerk, do hereby certify that \$ 21.25 in documentary stamps are attached hereto.

Together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also, all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, both in law and equity, of ~~them~~ the said party of the first part, in and to the said premises, with the appurtenances; TO HAVE AND TO HOLD said lot, tract, or parcel of land, hereditaments, and premises hereby granted, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, its ^{successors} ~~heirs~~, and assigns, to the only proper use, benefit and behoof of State of New Jersey ~~the said party of the second part, its~~ ^{successors} ~~heirs~~ and assigns forever
And the said Herbert O. Niederer and Marion G. Niederer,

party aforesaid of the first part, for their heirs, executors and administrators, do hereby covenant, promise and grant to and with the said State of New Jersey (Greenacre Program)

party of the second part, its ^{successors} ~~heirs~~ and assigns—that, at the time of the sealing and delivery hereof, they the said party of the first part have seized in their own right of an absolute and indefeasible estate of inheritance in fee-simple, of and in all and singular the premises hereby granted, with the appurtenances, and have good right, full power and sufficient authority in the law to grant, bargain, sell and convey the same unto the said party of the second part, its ^{successors} ~~heirs~~ and assigns forever, according to the true intent and meaning of these presents; And also, that it shall and may be lawful for the said party of the second part, its ^{successors} ~~heirs~~ and assigns, at all times forever hereafter, peaceably and quietly to have hold, use, occupy, possess and enjoy the said premises, with the appurtenances, and every part and parcel thereof, without the lawful let, suit, eviction, interruption, or disturbance of the said party of the first part, their heirs or assigns, or any other person or persons whomsoever lawfully claiming or to claim the same; and that the said premises are free and clear and freely and clearly acquitted and discharged of and from all former mortgages, judgments, executions, and of and from all other encumbrances whatever:

And lastly, That they the said party of the first part, their heirs, all and singular, the said lot, tract or parcel of land, hereditaments and premises hereby granted, with the appurtenances unto the said party of the second part, its ^{successors} ~~heirs~~ and assigns, against them the said party of the first part, and their heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same, shall and will warrant and forever defend.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF }

Frank S. Stabile
Frank S. Stabile

Herbert O. Niederer L.S.
Herbert O. Niederer

Marion G. Niederer L.S.
Marion G. Niederer

STATE OF NEW JERSEY

County of Mercer

ss.

BE IT KNOWN That on the

9th

day of ~~October~~

December

in the year

of our Lord one thousand nine hundred and sixty four before the subscriber, an Attorney at Law of the State of New Jersey, personally appeared Herbert O. Niederer and Marion G. Niederer, his wife, who are, I am satisfied, the grantors mentioned in the foregoing DEED OF CONVEYANCE, and the contents thereof being by me first made known unto them, they did thereupon acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Frank S. Stabile

Frank S. Stabile
Attorney at Law of N. J.

16016

320,455

General Warranty Deed

HERBERT O. NIEDERER and
MARION G. NIEDERER

— To —

STATE OF NEW JERSEY
(Greenacre Program)

Dated October 9, 1964

Received in the Clerk's Office of the County of Mercer on the day of A.D. 1964 at 12:00 noon, and recorded in Book of Deeds for said County, on pages

RECORDED AND RETURNED TO CLERK
M. J. KELLY TITLE INS. CO.
15 W. FRONT STREET
TRENTON 10, N. J.

RECEIVED & RECORDED
MERCER COUNTY
CLERK'S OFFICE
DEC 14 2 13 PM '64
VOL 1722 PAGE 582 &c.
TRENTON, N. J.
WILLIAM H. FALCOWY, CLK.

In compliance with the statute I have presented an abstract of the within to the assessor of the taxing district therein mentioned.
WILLIAM H. FALCOWY, Clerk

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