

Bargain and Sale Deed with Covenant against Grantor's Acts

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made this 25th day of September, Two Thousand Twenty

BETWEEN

Douglas Smith, residing at 19 Rue De Vin, Marlboro, New York 12542,

party of the first part, and

Black Dog Design and Construction LLC, a Limited Liability Company duly formed in the State of New York, with a business address of 20 Alta Drive, Newburgh, New York 12550,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten 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 right, title and interest in and to:

SEE ATTACHED SCHEDULE A

TOGETHER with all right, title and interest, if any, of the party of the first part 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.

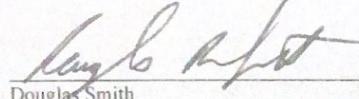
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

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:



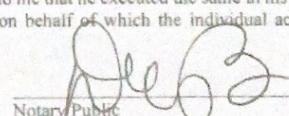
Douglas Smith

STATE OF NEW YORK)

ss.:

COUNTY OF ULSTER)

On the 23rd day of September, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Darlene M. Bell
Notary Public, State of New York
No.: 01BE5020345
Qualified in Orange County
My Commission Expires 11/15/2021

R & R to:

Daniel J. Rusk, Esq.
Rusk Wadlin Heppner & Martuscello, LLP
PO Box 727
Marlboro, NY 12542

SCHEDULE A

Title Company: GreenAcre Abstract, LLC
Title Number: GA-208912-U

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Marlborough, County of Ulster and State of New York, being shown and designated as Lot No. 1, 2, 3 and 4 on a certain map entitled, "Smith Subdivision, First Street, Town of Marlborough, Ulster County, New York," filed in the Ulster County Clerk's Office on July 31, 2020 as Filed Map No. 20-142.

Being and intended to be a portion of the same premises conveyed to Douglas Smith by deed from Dean - Paul Properties, Inc., dated December 29, 2017, recorded January 9, 2018 in the Ulster County Clerk's Office in Instrument No. 2018-515.

Being known and designated as:

Milton Turnpike, Milton, New York a/k/a First Street, Milton, New York
Section 103.1, Block 4, Lots 47.131, 47.132, 47.133 and 47.134
(p/o former Section 103.1, Block 4, Lot 14.13)