

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

THIS INDENTURE, made ^{AS OF} the 6th day of September, nineteen hundred and Eighty-Nine
 BETWEEN BIRCH WATHEN SCHOOL, INC., having an address at
 9 East 71st Street, New York, New York

party of the first part, and NINE EAST 71ST STREET CORPORATION, having
 an address at 41 South High Street, Suite 3710
 Columbus, Ohio 43215

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 that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 71st Street distant 225 feet easterly from the corner formed by the intersection of the easterly side of 5th Avenue with the northerly side of 71st Street; running

thence Easterly along the northerly side of 71st Street 50 feet;

thence Northerly and parallel with 5th Avenue 102 feet 2 inches to the centre line of the block between 71st and 72nd Streets;

thence Westerly along the said center line and parallel with 71st Street 50 feet;

thence Southerly and parallel with 5th Avenue 102 feet 2 inches to the northerly side of 71st Street at the point or place of BEGINNING.

This deed is executed in accordance with Supreme Court Order of the State of New York held in and for the County of New York on the 6th day of February, 1989, filed as Index No. 2225/89.

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:

BIRCH WATHEN SCHOOL, INC.

By: 
 Philip S. Sussower
 Chairman and President

STATE OF NEW YORK, COUNTY OF **REEL 1617 PAGE 2413**
On the 16 day of September 19 89, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF **New York**

On the 16 day of September 19 89, before me personally came Philip S. Saspower to me known, who, being by me duly sworn, did depose and say that he resides at No. 7899 Avenue N.Y. N.Y. that he is the Chairman and President of Birch Wathen School, Inc., the corporation described in and which executed the foregoing instrument; that ~~he shows the real of said corporation that the real offered to said instrument to such corporation and that it was all affixed by order of the board of directors of said corporation, and he signed his name thereto by the order.~~

Phyllis Cassorla
Notary Public

PHYLLIS CASSORLA
NOTARY PUBLIC, State of New York
No. 877064
Qualified in Nassau County
Commission Expires January 21, 1991

HPDA
STATE OF NEW YORK, COUNTY OF
On the 16 day of September 19 89, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the 16 day of September 19 89, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. 1 that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

30490

Margain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S AGEN
TITLE No. 11-00-00001 1111019

BIRCH WATHEN SCHOOL, INC.

TO

NINE EAST 71ST STREET CORPORATION

\$ 50,000
REAL ESTATE
SEP 11 1989
TRANSFER TAX
NEW YORK
COUNTY

SECTION 5
BLOCK 1386
LOT 10
COUNTY OR TOWN Manhattan
Promises: 9 East 71st Street

RETURN BY MAIL TO:

Jack S. Levey, Esq.
Schwartz, Kelm, Warren & Rubinstein
41 South High Street
Columbus, Ohio
Zip No. 43215

Leo Ferrac, Ltd.
331 Madison Avenue
New York, N.Y. 10017
(212) 699-1300

RECORDED IN NEW YORK COUNTY
OFFICE OF THE CITY REGISTER
1989 SEP 11 P 3 03
CITY REGISTER
A-19
52800
R 7625
DEED
GROSS
236899
\$19.00
236900
\$3.00