

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS
(INDIVIDUAL OR CORPORATION)**

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER
AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the ___ day of _____, 20____,

between _____ having an address
at _____, **party of the
first part, and**

_____, having an address
at _____, **party of the
second part**

WITNESSETH, that the party of the first part, in consideration of ten dollars, lawful money of the United States, 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 _____, City and State of New York, commonly known as Block _____, Lot _____ on the tax map of the City of New York and more particularly described on **SCHEDULE "A"** annexed hereto and made a part hereof.

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:

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the ___ day of _____ in the year 20__ before me, the undersigned, personally appeared _____ 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.

(signature and office of individual taking acknowledgment)

Bargain & Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS
TITLE NO. _____

SECTION: _____
BLOCK: _____
LOT: _____
COUNTY OF _____
STREET ADDRESS: _____

TO

RETURN BY MAIL TO:



***First American
Title Insurance Company***