

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

REEL 787 PAGE 1702

THIS INDENTURE, made the 9<sup>th</sup> day of April, nineteen hundred and eighty-four  
**BETWEEN** THE ZEN STUDIES SOCIETY, INC., a New York Not-For-Profit Corporation, having its principal office at 223 East 67 Street, New York, New York,

party of the first part, and <sup>H.</sup>KONRAD MATTHAEI and <sup>H.</sup>GAY MATTHAEI, his wife,  
 residing at 125 East 78th Street, New York, N.Y.,

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 City, County and State of New York, bounded and described as follows:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:-

BEGINNING at the point on the southerly side of 69th Street distant 458 feet 4 inches easterly from the southeasterly corner of 2nd Avenue and 69th Street; running thence southerly parallel with 2nd Avenue and partly through the center of a party wall 77 feet 4 inches; thence easterly parallel with 69th Street 16 feet 8 inches; thence northerly parallel with 2nd Avenue and partly through the center of a party wall 77 feet 4 inches to the southerly line of 69th Street; and thence westerly along the last mentioned line 16 feet 8 inches to the point or place of BEGINNING.

The within conveyance is not all or substantially all of the assets of the grantor. There is nothing contained in the Certificate of Incorporation or By-laws that requires a court order in order to sell real property.

TAX MAP  
 DESIGNATION

Dist.

Sec. 5

Blk. 1443

Lots: 34

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:

THE ZEN STUDIES SOCIETY, INC.

By [Signature]  
 President.



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# MORTGAGE

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## WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Mortgage." This document, which is dated April 9, 19 84, will be called the "Mortgage." KONRAD H. MATTHAEI and GAY H. MATTHAEI,
- (B) "Borrower." residing at, 125 East 78th Street, New York, NY 10021 will sometimes be called "Borrower" and sometimes simply "I."
- (C) "Lender." FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCHESTER will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of THE UNITED STATES OF AMERICA. Lender's address is One First Federal Plaza, Rochester, New York 14614.
- (D) "Note." The note signed by Borrower and dated the same day as this mortgage will be called the "Note." The Note shows that I owe Lender FOUR HUNDRED FIFTY THOUSAND and 00/100 (\$450,000.00) Dollars plus interest, which I have promised to pay in monthly payments of principal and interest and to pay in full by May 1, 2014.
- (E) "Property." The property that is described below in the section titled "Description Of The Property," will be called the "Property."

## BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant and convey the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Mortgage, to protect the value of the Property and Lender's rights in the Property;
- (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 23 below; and
- (D) Keep all of my other promises and agreements under this Mortgage.

## DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (J) below:

- (A) The property which is located at 356 East 69th Street,  
New York New York 10021. This property is in  
[City] [State and Zip Code]  
New York County in the State of New York. It has the following legal description:

SEE SCHEDULE A ANNEXED HERETO AND MADE A PART HEREOF.

THIS MORTGAGE COVERS REAL PROPERTY IMPROVED BY A ONE OR TWO FAMILY RESIDENCE ONLY.

★ 50 IN ORIGINAL