No. 1.

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ARTICLES OF AGREEMENT, made this 26th day of June 1901, by and between SMITH ROSWELL, of the Borough of Allendale, County of Bergen and State of New Jersey, party of the first part, and the ERIE RAILROAD COMPANY, party of the second part:

W I T N E S S E T H:

That in consideration of the sum of five dollars, paid by said party of the second part, the receipt whereof is hereby acknowledged, said party of the first part hereby agrees to sell unto the said party of the second part, its successors or assigns,

ALL that certain tract, piece or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Allendale, County of Bergen and State of New Jersey, being a strip fifteen (15) feet in width lying westerly of and adjacent to the right of way and land of the Paterson and Ramapo Railroad Company and extending across the land of said party of the first part, from land of Mrs. Margaret A. Yeomans on the north to the public road which crosses the Paterson and Ramapo Railroad about 380 feet northerly of Allendale Station on the south. Containing 106/1000 of an acre, be the same more or less.

TOGETHER with all the right, title and interest of said party of the first part in and to so much of said road as bounds said above described premises to the center thereof.

For the sum of one hundred ~~five~~ twenty five dollars.

It is hereby understood and agreed by and between the parties hereto as follows: That if said party of the second part elects to accept the terms of this agreement it shall give notice in writing to said party of the first part of its acceptance within Ninety days from the date hereof. If the terms of this agreement are accepted by said party of the second part, the sum of money hereby

paid shall apply upon the purchase price hereinbefore stated. If said party of the second part shall fail to give such notice, then this agreement shall be null and void and the sum of money paid shall be forfeited to said party of the first part.

Said notice shall be delivered by said party of the second part to said party of the first part or shall be mailed to said party of the first part at Allendale N.J. and said party of the first part hereby agrees as follows: That upon service of said notice as hereinbefore provided, said party of the second part may immediately enter upon and take possession of said above described premises and that within thirty days after the service of said notice, and upon receipt of the sum of one hundred twenty five dollars as hereinbefore stated, less said sum of money hereby paid as hereinbefore provided, said party of the first part will deliver to said company, or to its successors or assigns, a proper deed conveying said premises free and clear of all liens and encumbrances and will furnish said party of the second part a good merchantable title thereto.

The covenants of this agreement, if accepted, are to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF said party of the first part has hereto set his hand and seal the day and year first above written.

Witness:

Jas Keegan

Smith Rosell