



**Heritage Abstract Company**

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March 3, 2020

Remo A. Caputo, Esquire  
1 Broadway Suite 201  
Denville, NJ 07834

**Re: Title No.:** C-23540  
**Owner:** Howard Kraus, unmarried  
**Property Address:** 7 Carlyle Ave, Morris Plains NJ  
**Tax Lot & Block:** Tax lot 7 (includes Lot 8) Block 37

Dear Mr. Caputo:

Pursuant to your request, this Company conducted a search of the records in the Morris County Clerk's Office for any easements and restrictions affecting the above referenced property from April 19, 1927 to the Board Date: February 28, 2020, with the following results:

- 1) Restrictions in Deed Book M31 page 547 (tax lot 8) and Deed Book W34 page 172 (tax lot 7);
- 2) Reservation of rights incorporated by reference in Deed Book 21790 page 1265 (tax lots 7 & 8). Said rights are no longer in force and effect. Marguerite Kenny Adams died on November 28, 2014 and Allan W. Adams died on October 19, 2015.

If there are any further questions or search work required, please do not hesitate to contact me.

Very truly yours,  
Heritage Abstract Company

Nancy G. Pawlak

erected on the premises, unless incorporated in the basement or rear part of the dwelling house, shall be located at least eighty feet from the front line of the lot and four feet from the rear and side lines. 4. No fence shall be erected or maintained on said premises which shall be higher than four feet from the ground. 5. No more than one dwelling house shall be erected or maintained on any lot having a frontage of less than fifty feet. 6. The foregoing covenants are to be taken as real covenants and to run with the land.

TOGETHER with all and singular, the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining; Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns forever; And the said Arthur J. Van Winkle, does for himself, his heirs, executors and administrators covenant and agree to and with the said party of the second part, his heirs and assigns, that he, the said Arthur J. Van Winkle, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever; except as aforesaid. And also that the said party of the first part now have good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid; And also, that he, the said Arthur J. Van Winkle, will warrant, secure, and forever defend the said land and premises unto the said Mabel B. Armstrong, his heirs and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written  
Signed, Sealed and Delivered  
in the presence of  
Charles A. Rathbun  
Arthur J. Van Winkle (Seal)  
Mabel B. Van Winkle (Seal)

STATE OF NEW JERSEY, ss. BE IT REMEMBERED, That on this twentieth day of April, in the COUNTY OF MORRIS, year of our Lord One Thousand Nine hundred and Twenty-seven, before me, the subscriber, a Master in Chancery of New Jersey personally appeared Arthur J. Van Winkle and Mabel B. Van Winkle, his wife, who, I am satisfied, are the grantors mentioned in the within instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Charles A. Rathbun  
Master in Chancery of New Jersey

Received and Recorded January 7, 1929, at 11:19 o'clock A. M.

Z. Bertram Mott, Clerk. No. 689

Sahagi Corpn To This indenture, Made the thirty-first day of December, in the year of our Lord One thousand Nine hundred and twenty-eight. WITNESSETH, That the said party of the first Part, for and in consideration of One Dollar and other valuable considerations lawful money of the United States of America, to the Corporation aforesaid well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first Part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents does give, grant, bargain, sell,

M3) - 517

STATE OF NEW JERSEY, ss. BE IT REMEMBERED, that on this first day of December, 1928 before me, the subscriber, a Notary Public for the State of New Jersey, personally appears AIDA M. SCHWARTZ who being by me duly sworn, doth depose and make proof to my satisfaction that she well knows the corporate seal of THE PROSPECT POINT LIME IMPROVEMENT COMPANY OF LAKE HURDWOOD, NEW JERSEY, the grantor named in the foregoing deed; that the seal thereto affixed is the proper corporate seal of said Company; that the same was so affixed thereto and the said deed signed and delivered by M. H. SCHWARTZ who was at the date and execution thereof the President of said Company, in the presence of said deponent, as the voluntary act and deed, of the said Company, and that the said deponent thereupon signed the same as subscribing witness.

Sworn and subscribed before me at Newark, N. J. the date aforesaid.  
F. P. Berth  
Notary Public of N. J.  
My Commission Expires Oct. 19, 1930.

F. P. Berth  
Notary Public  
New Jersey  
Aida M. Schwarz

Received and Recorded January 7, 1929, at 10:12 o'clock A. M.  
Z. Bertram Mott, Clerk. No. 688

Arthur J. Van Winkle & Wf. This Indenture, made the twentieth day of April, in the year of our Lord the Thousand Nine Hundred and Twenty-seven, To Betsy B. Armstrong wife, of the Borough of Morris Plains, in the County of Morris and State of New Jersey, party of the first part; And Galsey B. Armstrong, of the Township of Morris, in the County of Morris and State of New Jersey, party of the second part; WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Dollar (and other good and valuable consideration), lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant bargain, sell, alien, release enfeoff, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Morris Plains, in the County of Morris and State of New Jersey, BEGINNING on the Easterly side of Carlyle Avenue, a new street fifty feet in width extending in a southerly direction from Central Avenue to Hawthorne Avenue, at a point therein distant three hundred and ninety-three feet and forty-three hundredths of a foot on a course of South eighteen degrees and seventeen minutes West from a stone monument set at the intersection of the Easterly side of Carlyle Avenue with the Southerly side of Central Avenue and running thence (1) along said side of Carlyle Avenue South eighteen degrees and seventeen minutes west fifty feet; thence (2) South seventy-one degrees and forty-three minutes East one hundred and fifty feet; thence (3) North eighteen degrees and seventeen minutes East fifty feet; thence (4) North seventy-one degrees and forty-three minutes West one hundred and fifty feet to the place of beginning, being a part of the premises conveyed to the said Arthur J. Van Winkle by two certain deeds, one from Lucy A. James bearing date February 23, 1926, recorded in the Morris County Clerk's Office in book X-29 of deeds pages 194 &c., and the other from Robert Madden Johnson bearing date January 4, 1926, and recorded in book X-29 of deeds, pages 192 &c. And the said party of the second part, in the acceptance of this deed, does for himself, his heirs and assigns, covenant and agree to and with the said party of the first part, their heirs and assigns follows: 1. No building shall be erected or maintained on said premises, or on any part thereof, other than a one family dwelling house to cost in its construction not less than Seven Thousand Dollars and its appropriate outbuildings, excluding however, a barn or stable, and the main foundation wall of such dwelling house shall be at least twenty-five feet from the Easterly side of Carlyle Avenue. 2. No such dwelling house shall be erected or maintained thereon having a flat roof as its main roof. 3. No garage shall be erected or maintained on said premises or on any part thereof, for more than three automobiles and any garage

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STATE OF NEW JERSEY,  
COUNTY OF MORRIS

BE IT REMEMBERED, That on this 22nd day of October, Nineteen hundred and thirty Four before me the subscriber, a Notary Public of New Jersey personally appeared G. N. Bohenna and made proof to my satisfaction that she is the <sup>Acting</sup> Secretary of McAllister Development Corporation, a corporation, the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by Arthur D. McAllister who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and subscribed before me  
at Newark, N.J. the date aforesaid.  
Ruth M. Bryers  
A Notary Public of New Jersey

Ruth M.  
Bryers  
Notary Public,  
New Jersey

G. N. Bohenna

Received and Recorded April 19, 1937, at 11:23 o'clock A. M.

E. Bertram Mott, Clerk.

No. 12979.

Arthur J. Van Winkle & Wf.  
To  
Edward Agar Jr & Wf.

This Indenture, Made the Fourteenth day of April in the year of our Lord One Thousand Nine Hundred and Thirty-seven BETWEEN ARTHUR J. VAN WINKLE AND MABEL V. VAN WINKLE, his wife of the Borough of Morris Plains in the County of Morris and State of New Jersey party of the first part; And EDWARD AGAR JR. AND DORIS C. AGAR, his wife, of the Borough of Morris Plains in the County of Morris and State of New Jersey, party of the second part; WITNESSETH: That the said party of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and to their heirs and assigns, forever, All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Morris Plains in the County of Morris and State of New Jersey. BEING known and designated as lot number 49 on map of "VAN DALE" Morris Plains, N. J., property of A. J. Van Winkle, surveyed March 30th., 1927 and filed in the Morris County Clerk's Office, June 16th., 1927, and more particularly described as follows: BEGINNING at a point in the Easterly side line of Carlyle Avenue which point is distant 150 feet on a course of North 18 degrees 17 minutes East from the intersection of the Northerly side line of Hawthorne Avenue and the Easterly side line of Carlyle Avenue and from thence running (1) along the rear lines of lots numbers 50, 51 and 52, on the map above mentioned, South 71 degrees 43 minutes East 150 feet; thence (2) along the rear line of lot number 56, North 18 degrees 17 minutes East, 50 feet; thence (3) along the line dividing lots number 48 and 49, North 71 degrees 43 minutes West 150 feet to the Easterly side line of said Carlyle Avenue; thence (4) along the same South 18 degrees 17 minutes West 50 feet to the point or place of BEGINNING. BEING a part of the premises conveyed to the said Arthur J. Van Winkle by two certain deeds, one from Lucy A. James, bearing date February 23, 1926, recorded in the Morris County Clerk's Office in Book X-29 of Deeds, pages 194 &c., and the other from Robert Hedden Johnson, bearing date January 4th., 1926, and recorded in Book X-29 of Deeds, pages 192 &c. And the said party of the second part, in the acceptance of this deed do for themselves, their heirs and assigns covenant and agree to and with the said party of the first part, their heirs and assigns, as follows: 1. No building shall be erected or maintained on said premises, or on any part thereof, other than a one family dwelling house, to cost in its construction not less than six thousand dollars and its appropriate outbuildings, excluding however, a barn or stable, and the main foundation wall of such dwelling house shall be at least twenty-five feet from the Westerly side line of Carlyle Avenue. 2. No such dwelling shall be erected or maintained thereon having a flat roof as its main roof. 3. No garage shall be erected or maintained on said premises, or on any part thereof, for more than three automobiles, and any garage erected

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on said premises, unless incorporated in the basement or rear part of the dwelling house, shall be located at least 80 feet from the front line of the lot, and four feet from the rear and side lines. 4. No fence shall be erected or maintained on said premises which shall be higher than four feet from the ground. 5. No more than one dwelling house shall be erected or maintained on any lot. 6. The foregoing are to be taken as real covenants and to run with the land." Subject to a mortgage in the sum of Four Thousand Dollars (\$4,000.00) dated April 2, 1937 from Arthur J. Van Winkle and wife to The First National Bank of Morristown, New Jersey, a corporation organized and existing under the laws of the United States of America, which said mortgage was on April 2, 1937 recorded in the Morris County Clerk's Office and which said mortgage the party of the second part hereby assumes and agrees to pay off as part of the consideration above expressed. TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining. Also, all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof, TO HAVE AND TO HOLD, all and singular, the above described land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns forever, except said mortgage hereinabove referred to. And the said Arthur J. Van Winkle does for himself, his heirs, executors and administrators covenant and agree to and with the said party of the second part, their heirs and assigns, that he the said Arthur J. Van Winkle, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or created in any way whatsoever, except said mortgage hereinabove referred to. And also that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid: And also, that Arthur J. Van Winkle will warrant, secure and forever defend the said land and premises unto the said Edward Agar Jr. and Doris C. Agar, his wife - and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except said mortgage hereinabove referred to. IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of  
Elden Mills  
Elden Mills

Arthur J. Van Winkle (Seal)  
Arthur J. Van Winkle  
Mabel E. Van Winkle (Seal)  
Mabel E. Van Winkle

1500  
U.S. Int.  
Rev. Stamp  
Cancelled

STATE OF NEW JERSEY, SS:  
COUNTY OF MORRIS

BE IT REMEMBERED, That on this 14th day of April in the year of our Lord One Thousand Nine Hundred and Thirty-seven, before me the subscriber, An Attorney at Law of New Jersey personally appeared Arthur J. Van Winkle and Mabel E. Van Winkle, his wife who, I am satisfied, are the grantors mentioned in the within instrument, to whom, I first made known the contents thereof, and thereupon they acknowledged that, they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Elden Mills  
Elden Mills  
An Attorney at Law of New Jersey.

Received and Recorded April 19, 1937, at 2:01 o'clock P. M.  
E. Bertram Kott, Clerk.

No. 12980.

Russell H. Neilson & Wf.  
To  
Madison Trust Company  
New Jersey, party of the first part, And MADISON TRUST COMPANY a body corporate of the State of New Jersey party of the second part, WITNESSETH: That the said party of the

This Indenture, Made the seventeenth day of April, in the year of our Lord One Thousand Nine Hundred and Thirty-seven BETWEEN RUSSELL H. NEILSON AND JANE R. NEILSON, his wife, of the Borough of Madison in the County of Morris and State of New Jersey, party of the first part, And MADISON TRUST COMPANY a body corporate of the State of New Jersey party of the second part, WITNESSETH: That the said party of the

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U.S. Int.  
Rev. Stamp  
Cancelled