



# FRANKLIN COUNTY CLERK

KIP CASSAVAW, COUNTY CLERK

## Receipt

Receipt Date: 08/16/2021 09:23:37 AM  
RECEIPT # 2021278231

Recording Clerk: LM  
Cash Drawer: CASH9  
Rec'd Frm: CENTENNIAL ABSTRACT  
Rec'd In Person

Instr#: 2021-4329  
DOC: DEED  
DEED STAMP: 102  
OR Party: FARIS PETER V  
EE Party: LYONS FOCUS LLC

### Recording Fees

Cover Page	\$5.00
Recording Fee	\$40.00
Cultural Ed	\$14.25
Records Management - County	\$1.00
Records Management - State	\$4.75
TP584	\$5.00
Notice of Transfer of Sale	\$10.00
RP5217 - County	\$9.00
RP5217 All others - State	\$241.00

Transfer Tax	
Transfer Tax	\$540.00

DOCUMENT TOTAL: ----> \$870.00

### Receipt Summary

Document Count: 1	
TOTAL RECEIPT: ---->	\$870.00
TOTAL RECEIVED: ---->	\$870.00

CASH BACK: ---->	\$0.00
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### PAYMENTS

Check # 9010 ->	\$545.00
Check # 9018 ->	\$325.00

WARRANTY DEED WITH FULL COVENANTS

*THIS INDENTURE*, made the 19<sup>th</sup> day of July, Two Thousand Twenty-One

between PETER V. FARIS, of 326 Pinebrook Drive,  
Rochester, New York, 14616,

party of the first part, and

LYONS FOCUS LLC, a Limited Liability Company having its address at  
1064 Adams Avenue, Louisville, Colorado, 80027,

party of the second part,

*WITNESSETH*, that the party of the first part, in consideration of \$1.00 dollar, 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 situate, lying and being in the Village and Town of Malone, County of Franklin and State of New York, being more particularly described on the attached Schedule A, which is 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, 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 costs 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.

*AND* the party of the first part covenants as follows:

*FIRST*. That said party of the first part is seized of the said premises in fee simple, and has good right to convey the same;

Section: 112.26  
Block: 1  
Lot: 57

**SECOND.** That the party of the second part shall quietly enjoy the said premises;

**THIRD.** That the said premises are free from encumbrances, except as aforesaid;

**FOURTH.** That the party of the first part will execute or procure any further necessary assurance of the title to said premises;

**FIFTH.** That said party of the first part will forever warrant the title to said premises.

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.



\_\_\_\_\_  
Peter V. Faris

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

On the 19<sup>th</sup> day of July, 2021, before me, the undersigned, personally appeared **PETER V. FARIS** 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.



\_\_\_\_\_  
Notary Public

ROBIN S NIELSON  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 01NI6121819  
QUALIFIED IN MONROE  
MY COMMISSION EXP. 02/07/2025

## SCHEDULE A – LEGAL DESCRIPTION

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Malone, Franklin County, State of New York, described as follows:

Swis Code:	164801
Tax Map Number:	112.26-1-57
Location:	16 Wheeler Ave.
Approximate Size:	0.91 +/-

Said property, having been assessed to Adirondack Manor HFA for the year 2012, assessment roll for Town of Malone together with any existing right of way and easements, and subject to any and all restrictions, conditions and covenants of record.

Said property having been conveyed pursuant to Article 11 IN REM Tax Foreclosure to the Franklin County, State of New York. The Tax Deed to said Franklin County, was made on 2/20/2019 and recorded in the Franklin County Clerk's Office on 2/20/2019 in Document Number 2019-749.

The Conveyance is made pursuant to resolution of the Franklin County Legislatures, dated on 6/6/2019 per Resolution #149 and as this conveyance is made subject to the condition and covenant that Franklin County shall in no event be or become liable for any defects in title conveyed hereby, for any cause whatsoever, and that no claim, demand or suit of any nature shall ever be made by the party of the second part herein, or by said party's heirs, successors or assigns, against said Franklin County arising from such sale of this conveyance.

BEING the same premises described in a deed from Franklin County to Peter V. Faris, by deed recorded in the Franklin County Clerk's Office on June 11, 2019 as Instrument No. 2019-2659.

**The above property may also be described as follows:**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town and Village of Malone, County of Franklin and State of New York, briefly described as follows:

Being all that tract or parcel of land which formerly belonged to Hugh Magill, lying and being in the Village of Malone and bounded and described as follows:

BEGINNING in the east line of the Arsenal Green 2 rods and 50 links south from the southwest corner of the Village lot formerly occupied by Hon. William A. Wheeler and running thence southerly and in the east line of the said Arsenal Green to the north line of the O. & L.C. Railroad, and thence easterly and in the north line of said railroad to land formerly owned and occupied by Joseph R. Flanders, thence northerly and in the west line of said Flanders lot to a point 5 rods and 4 feet south of the southeast corner of the lot as formerly owned and occupied by Hon. William A.

Wheeler in August 1853, thence westerly to the place of beginning, containing all the land within said bounds, more or less, together with certain sewer rights and privileges connected with and attached to the premises aforesaid which were acquired by St. Mary's Church, by deed bearing date the 23<sup>rd</sup> day of June, 1891 from the Morton and Park Street Sewer Association of said Malone Village.