Standard N.Y.B. 1.13, Porm \$002+ 7-77 - 20M - Burgale and Sale Doud, with Corenaus squiest Grance's Acts - Individual or Corporation, (single than)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT .- THIS INSTRUMENT SHOULD BE USED BY LAWYERS CHEY.

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THIS INDENTURE, made the /5T day of January , mineteen hundred and eighty-seven BETWEEN BIOMASS INDUSTRIES, INC., a New York corporation having an office c/o Richard M. Rosenberg, 21 East 40th Street, New York, New York

F I MIL.

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party of the first part, and

INGRID OLSEN, residing at 300 East 56th Street, New York, New York

party of the second part,

WITNESSEIH, 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 crected, situate, lying and being in the Town of Windham Windham, County of Greene and the State of New York and more particularly known as Lot #2 , as shown on a map filed in the Greene County Clerk's office on February 2, 1983 known as "Map of Windham Lakes owned by Biomass Industries, Inc. - Stage I." The dimensions of said : lot are shown on said map.

Subject to covenants, restrictions, reservations and easements of record.

AND TOGETHER WITH THE HENEFITS AND SUBJECT TO THE EMPLIES AND COVENANTS, RESTRICTIONS, BY-LAWS, RULES, REQUIATIONS AND EASEMENTS ALL AS SETTING FORTH IN THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS DATED. The CHART OF COUNTY AND MARCH 31, 1985, AND RECORDED IN THE OFFICE OF THE CLERK OF CREEKE COUNTY AND THE 6TH DAY OF AUGUST, 1985 IN LIBER 582 OF DEEDS AT PAGE 51, WHICH ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

The party of the second part covenants and agrees to be bound by and to comply with the aforesaid Declaration of Covenants, Easements and Restrictions, including his personal obligation to pay assessments pursuant to said Declaration and the party of the second part hereby executes and acknowledges this Deed for such purpose.

This conveyance has been made in the regular course of business actually conducted by the party of the first part and does not constitute all or substantially all of the assets of the party of the first part.

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:

ATTEST:

Richard M. Rosenberg Secretary BIOMASS INDUSTRIES, INC.

Reynold A. Olsen - Preside

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