

In the Matter of the estate of) AGREEMENT

William Sherlock deceased.)

AGREEMENT Made the thirty-first day of January A. D. Nineteen hundred and eight. BETWEEN William Sherlock and Rosa Sherlock, his wife, of the City of Philadelphia County of Philadelphia and State of Pennsylvania, of the first part, and Giuseppe Orlio of the Town of Hammonton, County of Atlantic and State of New Jersey, of the second part; WITNESSETH, That the party of the first part, at the request of, and in consideration of the money to be paid and the covenants herein expressed to be performed by, the party of the second part (the prompt performance of which payments and covenants being a condition precedent, and time being of the essence of said condition), doth hereby agree to sell to the said party of the second part, all that certain lot or parcel of land situated in the town of Hammonton, County of Atlantic and State of New Jersey.

BEGINNING at a point in the centre of Fifteenth Street at a distance of fourteen chains Southwest of the intersection of said Fifteenth Street and First Road, thence Extending (1) Southeasterly on a line parallel with First Road, twenty chains to a point; thence (2) at right angles with said First Road, Southwesterly, four chains to a point; thence (3) Parallel with first course, Northwesterly, twenty chains to a point in the Centre of Fifteenth Street aforesaid; thence (4) along the centre of the same, Northeasterly, four chains to the place of beginning. Containing eight acres, be the same more or less.

Also, all that certain tract or parcel of land situate partly in the town of Hammonton, County and State aforesaid, and partly in the Township of Winslow, County of Camden and State aforesaid, bounded and described as follows; Beginning in the middle of Bardmore Avenue at the Northerly corner of one Vanderslice's land being five chains and seventy-five links Northwesterly from a stone at the intersection of the middle lines of Bardmore Avenue and Fifteenth Street, thence extending (1) South forty-nine degrees west, parallel with Fifteenth Street, seven chains and forty links to line of adjoining property; thence (2) along said line North forty-one degrees ten minutes west, seventeen chains and thirty-eight links to the west corner of land of the estate of Edward Welser; thence (3) Northeasterly along the line of land of said estate, marked by two stones, seven chains and thirty-two links to the middle of Bardmore Avenue; thence (4) South forty-one degrees twenty minutes East, seventeen chains and seventy-five links to the place of beginning. Containing twelve and three-fourths acres be the same more or less, with the privileges and appurtenances thereto belonging.

And the said party of the second part, in consideration of the premises, hereby agrees to pay to the party of the first part their Executors, administrators or assigns, the sum of Fourteen Hundred dollars, at the times and in manner following to wit:

Two Hundred dollars on the execution and delivery of this agreement the receipt of which is hereby acknowledged, and two hundred dollars annually on the thirty-first day of January in each year; together with interest at the rate of six per cent per annum payable annually.

Together with all taxes and legal assessments that may hereafter be levied against said premises, including insurance. And the said party of the first part hereby covenants and agrees that, upon the faithful performance of the covenants, payments and undertakings herein above mentioned to be performed by the party of the second part, said party of the first part shall and will, without delay, execute and deliver to the said party of the second part heirs or assigns, a good and sufficient deed for said premises.

It is further mutually covenanted and agreed by and between the parties hereto, that in case default shall be made in the payments of principal or interest at the time, or any of the times above specified for the payment thereof and for sixty days thereafter, this agreement and all the preceding provisions thereof, shall be null and void and, no longer binding, at the option of said party of the first part their executors, administrators or assigns, without further notice whatsoever, and all payments which shall then have been made thereon, or in pursuance hereof, absolutely and forever forfeited to the said party of the first part, and shall be considered as rent paid for use and occupation of said premises and the party of the second part shall be liable to be dispossessed of said premises as for non-payment of rent and termination of said tenancy or at the option of the party of the first part or his heirs or assigns said contract, shall continue and remain obligatory

upon said party of the second part, his heirs, executors, administrators or assigns, and may be enforced and the consideration money herein above specified, collected by proceedings in law or equity against said party of the second part, his heirs, executors, administrators or assigns.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Sealed and delivered) her (SEAL)
Rose X. Sherlock
mark

in the presence of)
Harrison H. Bean) William Sherlock (SEAL)

W.R. Tilton as to William Sherlock) Giuseppe X. Orlio (SEAL)
and Giuseppe Orlio) mark

1/3/11 Received of Giuseppe Orlio two hundred dollars on principal and \$47.07 on interest to Jun. 31/11 less return interest on \$200. pd to-day.

W.R. Tilton, Cph.

Filed and Recorded August 23, 1913.

Emanuel C. Shaner,

Surrogate.

2333

ATLANTIC COUNTY ORPHANS' COURT.

In the matter of the estate of) On Petition for direction as to investment of money.
of Jacob Mueller, deceased.)

PETITION.

To the Orphans' Court of the County of Atlantic:

The petition of Albert C. Stephany respectfully shows that he is the Substituted Administrator with the will annexed of the estate of Jacob Mueller, deceased, and that your petitioner has in his hands the sum of over Three Thousand Dollars which he is required by the terms of said will to retain until certain minor children of Christian Mueller, nephew of Jacob Mueller, deceased, shall attain their majority, and that the estate in his hands would be materially benefitted by the proper investment of said sum at interest; and your petitioner further shows that one Edwards Land Company, a corporation of New Jersey, is willing to borrow of your petitioner the sum of Twenty-three Hundred Dollars for the period of three years, at six percent interest and offers as security therefor its bond and a first mortgage upon lands situate in the City of Atlantic City, County of Atlantic and State of New Jersey, bounded and described as follows:

BEGINNING in the north line of Mediterranean Avenue one hundred and thirty-five feet east of Tennessee Avenue; thence (1) Northwardly parallel with Tennessee Avenue two hundred and twelve feet and six inches to the south line of Drexel Avenue; thence (2) eastwardly along the south line of Drexel Avenue thirty feet; thence (3) southwardly parallel with Tennessee Avenue two hundred and Twelve feet and six inches to the northerly line of Mediterranean Avenue; thence (4) Westwardly along the north line of Mediterranean Avenue thirty feet to the point of beginning.

And your petitioner further shows that he has made diligent inquiry among the persons acquainted with the values of real estate in that vicinity and has been advised that said property is worth the sum of over Four Thousand Dollars.

Your petitioner therefore prays direction of the Court in the premises.

Dated Atlantic City, N.J. July 15, 1913.

Albert C. Stephany

Substituted Administrator, C.T.A. Estate of Jacob Mueller, dec'd.

State of New Jersey) SS.
County of Atlantic)

Albert C. Stephany, being duly sworn upon his oath, according to law, deposes and says that he is the petitioner in the foregoing petition named, and that the matters and things therein contained are true to the best of his knowledge and belief.