

THIS MORTGAGE, made the 9th day of October, nineteen hundred and forty-four, between

KANEJI DOMOTO, residing at No. 330 East 57th Street, New York City, New York

, the mortgagor,
and F. G. HODGES, INC., having its principal office and place of business at No. 31 Railroad Avenue, New Rochelle, New York

, the mortgagee.

WITNESSETH, that to secure the payment of an indebtedness in the sum of One thousand three hundred forty-five (\$1,345.00) - - - - - dollars, lawful money of the United States, to be paid in quarterly installments, beginning January 8, 1945, and the balance, if any remaining, to be paid after three years in full, with interest thereon at the rate of four (4%) per cent per annum and two (2%) per cent amortization

according to a certain bond or obligation bearing even date herewith, the mortgagor hereby mortgages to the mortgagee

ALL that lot or parcel of land, with the buildings and improvements thereon, in the City of New Rochelle, in the County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Union Street formerly Centre Street distant 163.5 feet southwesterly as measured along said southeasterly side of Union Street formerly Centre Street from the corner formed by the intersection of the southwesterly side of Franklin Avenue with said southeasterly side of Union Street, said point of beginning adjoining the northwest corner of land formerly belonging to John C. Hopkins; thence running southeasterly along the southwesterly line of said land now or formerly of Hopkins on a line at right angles to the southeasterly side of Union Street formerly Centre Street 100 feet to the northerly line of land now or formerly of Pettibone; thence running southwesterly at right angles to the last described line and along the northwesterly line of said land now or formerly of Pettibone and along the northwesterly line of land now or formerly of Donnelly 46.62 feet to the northeasterly line of land now or formerly of Larzen; thence running northwesterly on a line forming an interior angle with the last described line of $91^{\circ} 56' 9''$ and running along the northeasterly line of said land now or formerly of Larzen 100.01 feet to the southeasterly side of Union Street formerly Centre Street; thence running northeasterly along the said southeasterly side of Union Street, formerly Centre Street, 50 feet to the point or place of beginning. Said premises being known as and by street number 16 Union Street, New Rochelle, N. Y.

TOGETHER with all the right, title and interest of the mortgagor of, in and to Union Street in front of and adjoining the premises above described to the center line thereof.

SUBJECT to any state of facts an accurate survey would show; covenants, easements and restrictions of record, if any; existing violations.

TOGETHER with all fixtures and articles of personal property now or hereafter attached or appurtenant to or used in the operation of said premises, including (but not limited to) plumbing, heating, lighting and cooking fixtures, air-conditioning fixtures and units, ranges, refrigerators, radio aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, window screens, awnings, storm windows, window boxes, storm doors, screen doors, mail boxes, weather vanes, flag poles, pumps, shrubbery and outdoor statuary, all of which shall be deemed to be and remain a part of the realty and are covered by the lien of this mortgage. If the lien of this mortgage be subject to a conditional bill of sale or chattel mortgage covering any such property, then in the event of any default in this mortgage all the right, title and interest of the mortgagor, in and to any and all such property is hereby assigned to the mortgagee, together with the benefits of any deposits or payments now or hereafter made thereon by the mortgagor or the predecessors or successors in title to the mortgagor in the mortgaged premises.

TOGETHER also with any and all award and awards heretofore made and hereafter to be made by the City of New York or any Municipal or State authorities to the present and all subsequent owners of the premises herein described including any award or awards for any change or changes of grade of streets affecting said premises, which said award and awards are hereby assigned to the said mortgagee, and the legal representatives, successors and assigns of the mortgagee; and the said mortgagee, for the said mortgagee, and the legal representatives, successors and assigns of the mortgagee (at its or their option) are hereby authorized, directed and empowered to collect and receive the proceeds of any such award or awards from the authorities making the same and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this mortgage and its accompanying bond, notwithstanding the fact that the amount owing on account of this mortgage and said bond may not be then due and payable; and the said mortgagor for the said mortgagor, and the legal representatives, successors and assigns of the mortgagor, hereby covenants and agrees to and with the said mortgagee, and the legal representatives, successors and assigns of the mortgagee upon request by the holder of this mortgage to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid award and awards to the holder of this mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum shall become due after default in the payment of any installment of principal when due or of interest for thirty days, or after default in the payment of any tax, water rate or assessment for thirty days after notice and demand.
5. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within thirty days upon request by mail will furnish a statement of the amount due on this mortgage.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That in case of a sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.

11. That the whole of the principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand in the payment of any installment of any assessment for local improvement heretofore or hereafter laid which is or may become payable in annual installments, and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installments be not due and payable at the time of such notice and demand; that the whole of said principal sum shall become due at the option of the mortgagee upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises, and that in the event of such demolition or removal of any building the interest on the indebtedness secured by this mortgage shall be at the rate of six per centum per annum from the date of the commencement of such demolition or removal, if such interest rate at that time be less than six per centum per annum; and also that the whole of said principal sum shall become due at the option of the mortgagee upon any default in keeping the buildings on the premises insured as required by paragraph numbered "2" above and by paragraph numbered "17" below.

12. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt, and that if such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

13. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees) shall be paid by the mortgagor, together with the interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage and by the bond which it secures. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

14. That the whole of said principal sum shall become due at the option of the mortgagee if the buildings on said premises are not maintained in reasonably good repair, after notice of the condition of the building is given to the mortgagor, or upon the failure of any owner of said premises to comply with the requirements of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by said Department, or upon the failure of any owner of said premises or any person holding under said owner as tenant, lessee, or otherwise to comply with all statutes, orders, requirements or decrees relating to said premises by any Federal, State or Municipal authority.

15. That in the event of any default hereunder, if the mortgagor or any subsequent owner is occupying any part of the premises, it is hereby agreed that a reasonable rental for the part so occupied shall be paid by the occupant monthly in advance to the mortgagee or to a receiver appointed as herein provided, and upon the appointment of such a receiver, such receiver may take possession of said premises from the mortgagor or any owner thereof and collect any and all rents.

16. That, in compliance with Section 13 of the Lien Law, the mortgagor will receive the advances secured by this mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement, and that the mortgagor will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

17. That the mortgagor, his heirs, successors and assigns will keep the buildings erected on the premises insured during such period or periods as the United States may at any time be at war against loss or damage by reason of enemy attack including any action taken by the military, naval or air forces of the United States in resisting enemy attack (commonly referred to as War Damage) and during all the time until the money secured by the mortgage shall be fully paid and satisfied against loss or damage by reason of the following hazards, casualties and contingencies:—

to an amount to be approved by the mortgagee not exceeding in the aggregate one hundred per centum of their full insurable value and in a company or companies and in a form or forms to be approved by the mortgagee, and will assign and deliver the policy or policies of such insurance to the mortgagee, his executors, administrators, successors or assigns, loss under which policy or policies shall have been made payable to the mortgagee, his executors, administrators, successors or assigns, as interest may appear, so and in such manner and form that he and they shall at all time and times, until the full payment of said moneys, have and hold the said policy or policies as a collateral and further security for the payment of said moneys, and in default of so doing, that the mortgagee or his executors, administrators, successors or assigns, may make such insurance from year to year, in an amount in the aggregate not exceeding one hundred per centum of the full insurable value of said buildings erected on the mortgaged premises for the purposes aforesaid, and pay the premium or premiums therefor, and that the mortgagor will pay to the mortgagee, his executors, administrators, successors or assigns, such premium or premiums so paid, with interest from the time of payment, on demand, and that the same shall be deemed to be secured by the mortgage, and shall be collectible thereupon and thereby in like manner as the principal moneys, and in default of such payment by the mortgagor, his heirs, executors, administrators, successors or assigns, or of assignment and delivery of policies made payable as aforesaid, the whole of the principal sum and interest secured by the mortgage shall, at the option of the mortgagee, his executors, administrators, successors or assigns, immediately become due and payable, and that should the holder of the mortgage by reason of such insurance receive any sum or sums of money for such damage, such amount may be retained and applied by the holder of the mortgage toward payment of the sum secured by the mortgage, or the same may be paid over either wholly or in part to the mortgagor or to the heirs (or successors) or assigns of the mortgagor for the repair of said buildings or for the erection of new buildings in their place, or for any other purpose or object satisfactory to the holder of the mortgage, and if the mortgagee receive and retain insurance money for such damage to said premises, the lien of the mortgage shall be affected only by a reduction of the amount of said lien by the amount of such insurance money received and retained by said mortgagee.

IN WITNESS WHEREOF this mortgage has been duly executed by the mortgagor.

IN THE PRESENCE OF:

Blair Evans

RECEIVED \$

6.50

RECORDING TAX

OCT 17 1944

SERIAL NO. 4366
Robert J. Stiles
CLERK OF WESTCHESTER COUNTY

STATE OF NEW YORK, }
COUNTY OF Westchester^{ss.:}

On the 45 day of October 19 44,
before me came KANEJI DOMOTO

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public,
Westchester County, New York

STATE OF NEW YORK, }
COUNTY OF } ss.:

On the day of 19 ,
before me came
to me known, who, being by me duly sworn, did depose and
say that he resides at

of the corporation described in and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of _____ of said corporation; and that he signed his name thereto by like order.

STATE OF NEW YORK, }
COUNTY OF } ss.:

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, }
COUNTY OF } ss.:

On the _____ day of _____, 19____,
before me came _____
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at _____

in _____, that he knows
to be the individual described in, and who executed, the
foregoing instrument; that he, said subscribing witness,
was present and saw _____ execute the same; and that
_____ he, said witness, at the same time subscribed _____ name
as witness thereto.

No. AN 4366

KANEJI DOMOTO

TO 29396

F. G. HODGES, INC.

20!

Dated, October 9th 1944

\$1,345.00.

MORTGAGE

THE LAND AFFECTED BY THE WITHIN
INSTRUMENT LIES IN BLOCK
IN SECTION ON THE LAND MAP
OF THE COUNTY OF *West*.

~~TITLE GUARANTEE AND TRUST COMPANY~~

OFFICES:

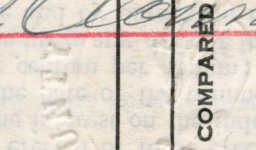
176 BROADWAY, NEW YORK
177 REMSEN STREET, BROOKLYN
160-08 JAMAICA AVE., JAMAICA
6 EAST 54TH STREET, NEW YORK
370 E. 149TH STREET, BRONX
BRIDGE PLAZA NORTH, L. I. CITY
56 BAY STREET, ST. GEORGE, S. I.
MINNEOLA, LONG ISLAND
RIVERHEAD, LONG ISLAND
WHITE PLAINS, NEW YORK

R + R, To:

Alan Levine
200 North Ave
New Rochelle, N. Y.

5.10 A — MPa

00026 10-17-44

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE			Recorded in the Office of the Clerk of the County of Westchester (Division of Land Records) on <u>Oct 17 1944</u> at <u>10 18 a</u> M. in Liber <u>4248</u> Page <u>7</u> of Mortgages.	
WESTCHESTER COUNTY CLERK'S OFFICE DIVISION OF LAND RECORDS			Witness my hand and Official Seal. }	ROBERT J. FIELD, Clerk Deputy Clerk
Recording: <u>1</u>	Stat'y Chg. <u>Ha</u>	Filing Chg. <u>Ha</u>		COMPARED
Cross Refe.	Certifi.	Postage <u>5.10</u>		
Total <u>5.10</u>				
Examined <u>✓</u>	Towns <u>✓</u>	<u>Noted 20 1944</u>		

This Indenture,

Made the eighth (8th)

day of November, in the year nineteen hundred and forty-three

Between

EMANUEL S. SILVERMAN, residing at No. 21 Fountain Place, in the City of New Rochelle, County of Westchester and State of New York,

part y of the first part,

hereinafter known as the "mortgagor," and

People's Bank for Savings of New Rochelle, N. Y.

a Savings bank organized under the Laws of the State of New York and having its principal office in the City of New Rochelle, Westchester County, N. Y., party of the second part, hereinafter known as the "mortgagee":

Whereas, the said Emanuel S. Silverman is

justly indebted

to the mortgagee in the sum of Fifteen hundred (\$1,500.)

Dollars,

lawful money of the United States, secured to be paid by his certain bond or obligation, bearing even date herewith, conditioned for the payment of said sum on the 8th day of November, in the year nineteen hundred and forty-eight (1948) and the interest thereon, to be computed from the date thereof, at the rate of five per centum per annum, and to be paid on the first day of December next, and quarter annually thereafter, on the first days of March, June, September and December in each year, until said principal sum shall be wholly paid.

The mortgagor further expressly covenants and agrees for his heirs, executors, administrators and assigns that he will pay to the mortgagee, its successors and assigns in reduction of the principal sum above stated an amount equal to one per cent of said original principal sum on each quarterly interest date until such time as said entire principal sum shall be fully paid and satisfied.

It being hereby expressly agreed that the whole of said principal sum shall become due after default in the payment of interest, any installment of principal, insurance premiums, taxes or assessments, or actual or threatened demolition of buildings, or default in keeping the premises insured, or upon abandonment of said premises, as herein-after provided.

Now this Indenture Witnesseth, that the mortgagor, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of one dollar paid by the mortgagee, the receipt whereof is hereby acknowledged, does hereby grant and release unto the mortgagee, and to its successors and assigns forever.

ALL that lot of land with the buildings and improvements thereon erected situate, lying and being in the City of New Rochelle in the County of Westchester and State of New York, bounded and described as follows:

BEGINNING at a point on the southeasterly side of Union Street (formerly Centre Street) distant One hundred and sixty-three and five tenths (163.5) feet southwesterly as measured along said southeasterly side of Union Street (formerly Centre Street) from the corner formed by the intersection of the southwesterly side of Franklin Avenue with said southeasterly side of Union Street, said point of beginning adjoining the northwest corner of land formerly belonging to John C. Hopkins; thence running southeasterly along the southwesterly line of said land now or formerly of Hopkins in a line at right angles to the southeasterly side of Union Street (formerly Centre Street) One hundred (100) feet to the northerly line of land now or formerly of Pettibone; thence running southwesterly at right angles to the last described line and along the northwesterly lines of said land now or formerly of Pettibone and along the northwesterly line of land now or formerly of Donnelly Forty-six and sixty-two hundredths (46.62) feet to the northeasterly line of land now or formerly of Larzen; thence running northwesterly on a line forming an interior angle with the last described line of $91^{\circ} 56' 9''$ and running along the northeasterly line of said land now or formerly of Larzen, One hundred and one one-hundredth (100.01) feet to the southeasterly side of Union Street (formerly Centre Street); thence running northeasterly along the said southeasterly side of Union Street (formerly Centre Street), Fifty (50) feet to the point or place of beginning.

Said premises being known as and by the street number 16 Union Street, New Rochelle, New York.

Being the same premises conveyed to the party of the first part by Andrew N. Miller by deed bearing even date herewith, this mortgage being given to secure the payment of a portion of the purchase money paid for said premises.

Together with the appurtenances, and all the estate and rights of the mortgagor in and to said premises.

To have and to hold the above granted premises unto the said mortgagee, its successors and assigns forever.

Provided always, that if the said mortgagor shall pay unto the said mortgagee the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, that then these presents, and the estate hereby granted, shall cease, determine and be void.

And the said mortgagor covenants with the mortgagee as follows:

FIRST—That the mortgagor will pay the indebtedness as hereinafter provided, and if default be made in the payment of any part thereof, the mortgagee shall have power to sell the premises herein described, according to law.

SECOND—That the mortgagor will keep the buildings on said premises insured for their full value, in companies to be selected or approved by the mortgagee, against loss by fire, ^{and war damage} for the benefit of the mortgagee, and deliver to the mortgagee all such policies of insurance and renewals thereof, with New York standard mortgagee clause attached, payable to the mortgagee, who shall be entitled to the possession thereof, until the whole amount secured hereby shall be fully paid; and in the event of failure of the mortgagor at any time to have such insurance policies written and delivered to the mortgagee, or default in payment of any premiums on any such policies of insurance in force, the mortgagee may declare the whole of said principal sum payable at once, without notice or demand. All insurance now or hereafter covering said buildings shall be the property of the mortgagee and in the event of fire loss the amount thereof shall be paid to the mortgagee to the extent of the amount then unpaid on this mortgage, and such policies are hereby assigned to the mortgagee.

THIRD—And it is hereby expressly agreed that the whole of said principal sum shall also become due, without notice or demand, at the option of the mortgagee, after default in the payment of interest for thirty days, or after default in the payment of any installment of principal for thirty days, or after default in the payment of any tax or assessment for sixty days after the same may be imposed by law upon the said mortgaged premises or any part thereof, and become a lien thereon, or immediately upon the actual or threatened demolition of any building erected upon said premises, or upon the abandonment of said premises. And the mortgagor does further covenant and agree that in default of the payment of any tax or assessment as herein provided, or default in keeping the buildings on said premises insured, or in payment of premiums on policies of insurance in force, as herein provided, it shall and may be lawful for the mortgagee, without notice to or demand upon or from the mortgagor, to pay the amount of any such tax or assessment, and to pay the amount of insurance premiums required to insure or keep buildings insured, or keep the existing policies in force, as herein provided, and any amount so paid the mortgagor covenants and agrees to repay to the mortgagee, with interest thereon, without notice or demand, and the same shall be a lien on the said premises and be secured by the said bond and by these presents, and added to the indebtedness secured, and the whole amount hereby secured, if not then due, shall thereupon, if the said mortgagee so elects, become due and payable forthwith.

FOURTH—That the mortgagor is the true and lawful owner of said premises and will execute or procure any further necessary assurance of the title to said premises, and will forever warrant said title.

FIFTH—That the mortgagor shall, upon request made either personally or by mail, certify to the mortgagee by a writing duly acknowledged the amount of principal and interest then owing on this mortgage and whether any offsets or defenses exist against the mortgage debt; upon failure to furnish such certificate after expiration of five days, if request is made personally, or after expiration of ten days after mailing such request, in case request is made by mail, this mortgage shall become due at the option of the holder hereof.

SIXTH—That the mortgagee in any action to foreclose this mortgage shall be entitled without notice or demand and without regard to the adequacy of any security for the mortgage debt, to the appointment of a receiver of the rents and profits of said premises, and in the event of any default in the payment of any installment in principal or interest or upon the commencement of any such foreclosure action such rents and profits are hereby assigned to the mortgagee as further security for the payment of said indebtedness secured by this mortgage. If the owner of said mortgaged premises be in possession of same at the time of the commencement of such foreclosure action, the mortgagee shall be entitled without notice and without regard to the adequacy of the security for the mortgage debt, to have a receiver appointed, and in such case the receiver may apply to the court for an order, fixing the fair rental value of said mortgaged premises and upon securing such order may serve a copy of the same upon the owner in possession and make demand upon such owner for the payment of such rent and may collect the same from the owner, and if the owner defaults in the payment of the same may bring proceedings to dispossess said owner from the possession of said premises.

SEVENTH—That if any improvements, repairs or alterations have been commenced and have not been completed at least four months before the making of this loan, the mortgagor will receive the advances secured by this mortgage as a trust fund to be applied first for the purpose of paying the cost of such improvements, repairs or alterations, and that he will apply the same first to the payment of the cost of such improvements, repairs or alterations before using any part of the total of the same for any other purpose.

EIGHTH—All the covenants, agreements and conditions herein contained shall run with the land described in this mortgage, and all the provisions herein contained and expressed, as relating to either the mortgagor or mortgagee, shall bind the heirs, executors, administrators, assigns, or other successors in interest of the respective parties hereto.

In Witness Whereof, the said "mortgagor" has hereunto set his hand and seal, the day and year first above written.

IN THE PRESENCE OF

Shanfield Roman

Emanuel S. Silverman [SEAL]

[SEAL]

7:52 AM 3457 420 4184

MORTGAGE

EMANUEL S. SILVERMAN

TO

PEOPLE'S BANK FOR
SAVINGS
OF NEW ROCHELLE, N. Y.

Amount, \$1,500. five %
Date, November 8th, 1943
Due, November 8th, 1948

The property affected by this instrument, is situated
in the

City of New Rochelle,

in the County of Westchester, N. Y.

TITLE NO.

SEC.	BLOCK	LOT
221	24	

LAW OFFICES OF
JOHN F. LAMBDEN
277 NORTH AVENUE
NEW ROCHELLE, N. Y.

State of New York,
County of Westchester,
SS:

On this 8th day of November, 1943, before me personally came Emanuel S. Silverman, the individual described in, and who executed the within instrument, and he to me that he executed the same.

Notary Public,
Westchester County, New York.

State of New York,
County of Westchester,
SS:

On this day of November, 1943, before me personally came Emanuel S. Silverman, the individual described in, and who executed the within instrument, and he to me that he executed the same.

the corporation described in and which executed the foregoing instrument; that he knew the corporate seal of the said corporation; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation, and that he signed his name thereto by the like order, as of said corporation.

Notary Public,
Westchester County, New York.

WESTCHESTER COUNTY CLERK'S OFFICE
DIVISION OF LAND RECORDS

5.20 A - MPa
Recorded in the Office of the Clerk of the County of Westchester (Division of Land Records) on 1030 at 1030 A.M. in Liber 4184 Page 314 of West 9.1943

State of Westchester, County of Westchester, on this day of November, 1943, before me personally came Emanuel S. Silverman, the individual described in, and who executed the within instrument, and he to me that he executed the same.

Referred to 51943