



CERTIFICATE OF TITLE

First American Title Insurance Company

Title No. NCS-401470-437-KCTY

First American Title Insurance Company ("the Company") certifies to the "proposed insured(s)" listed herein that an examination of title to the premises described in Schedule A has been made in accordance with its usual procedure and agrees to issue its standard form of title insurance policy authorized by the Insurance Department of the State of New York, in the amount set forth herein, insuring the interest set forth herein, and the marketability thereof, in the premises described in Schedule A, after the closing of the transaction in conformance with the requirements and procedures approved by the Company and after the payment of the premium and fees associated herewith excepting (a) all loss or damage by reason of the estates, interests, defects, objections, liens, encumbrances and other matters set forth herein that are not disposed of to the satisfaction of the Company prior to such closing or issuance of the policy (b) any question or objection coming to the attention of the Company before the date of closing, or if there be no closing, before the issuance of the policy.

This Agreement to insure shall terminate (1) if the prospective insured, his or her attorney or agent makes any untrue statement with respect to any material fact or suppresses or fails to disclose any material fact or if any untrue answers are given to material inquiries by or on behalf of the Company; or (2) upon the issuance of title insurance in accordance herewith. In the event that this Certificate is endorsed and redated by an authorized representative of the Company after the closing of the transaction and payment of the premium and fees associated herewith, such "redated" Certificate shall serve as evidence of the title insurance issued until such time as a policy of title insurance is delivered to the insured. Any claim made under the redated Certificate shall be restricted to the conditions, stipulations and exclusions from coverage of the standard form of title insurance policy issued by the Company.

**THIS REPORT IS NOT A TITLE INSURANCE POLICY! PLEASE READ IT CAREFULLY.
THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY.
YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.**

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary



CLOSING REQUIREMENTS

1. **CLOSING DATE:** In order to facilitate the closing of title, please notify the closing department at least 48 hours prior to the closing, of the date and place of closing, so that searches may be continued.
2. **PROOF OF IDENTITY:** Identity of all persons executing the papers delivered on the closing must be established to the satisfaction of the Company.
3. **POWER OF ATTORNEY:** If any of the closing instruments are to be executed pursuant to a Power of Attorney, a copy of such Power should be submitted to the Company prior to closing. THE IDENTITY OF THE PRINCIPAL EXECUTING THE POWER AND THE CONTINUED EFFECTIVENESS OF THE POWER MUST BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY. The Power must be in recordable form.
4. **CLOSING INSTRUMENTS:** If any of the closing instruments will be other than commonly used forms or contain unusual provisions, the closing can be simplified and expedited by furnishing the Company with copies of the proposed documents in advance of closing.
5. **LIEN LAW CLAUSE:** Deeds and mortgages must contain the covenant required by Section 13 of the Lien Law. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
6. **REFERENCE TO SURVEYS AND MAPS:** Closing instruments should make no reference to surveys or maps unless such surveys or maps are on file.
7. **INTERMEDIARY DEEDS:** In the event an intermediary will come into title at closing, other than the ultimate insured, the name of such party must be furnished to the Company in advance of closing so that appropriate searches can be made and relevant exceptions considered.

MISCELLANEOUS PROVISIONS

1. THIS CERTIFICATE IS INTENDED FOR LAWYERS ONLY. YOUR LAWYER SHOULD BE CONSULTED BEFORE TAKING ANY ACTION BASED UPON THE CONTENTS HEREOF.
2. THE COMPANY'S CLOSER MAY NOT ACT AS LEGAL ADVISOR FOR ANY OF THE PARTIES OR DRAW LEGAL INSTRUMENTS FOR THEM. THE CLOSER IS PERMITTED TO BE OF ASSISTANCE ONLY TO AN ATTORNEY.
3. Our policy will except from coverage any state of facts which an accurate survey might show, unless survey coverage is ordered. When such coverage is ordered, this certificate will set forth the specific survey exceptions which we will include in our policy. Whenever the word "trim" is used in any survey exceptions from coverage, it shall be deemed to include, roof cornices, mouldings, belt courses, water tables, keystones, pilasters, portico, balcony all of which project beyond the street line.
4. Our examination of the title includes a search for any unexpired financing statements which affect fixtures and which have been properly filed and indexed pursuant to the Uniform Commercial Code in the office of the recording officer of the county in which the real property lies. No search has been made for other financing statements because we do not insure title to personal property. We will on request, in connection with the issuance of a title insurance policy, prepare such search for an additional charge. Our liability in connection with such search is limited to \$1,000.00.
5. This company must be notified immediately of the recording or the filing, after the date of this certificate, of any instrument and of the discharge or other disposition of any mortgage, judgment, lien or any other matter set forth in this certificate and of any change in the transaction to be insured or the parties thereto. The continuation will not otherwise disclose the disposition of any lien.
6. If affirmative insurance is desired regarding any of the restrictive covenants with respect to new construction or alterations, please request such insurance in advance of closing as this request should not be considered at closing.
7. If it is discovered that there is additional property or an appurtenant easement for which insurance is desired, please contact the Company in advance of closing so that an appropriate title search may be made. In some cases, our rate manual provides for an additional charge for such insurance.



Proposed Insured
Purchaser:
Mortgagee:

Title No.: **NCS-401470-437-KCTY**
Effective Date: 10/09/2015
Redated:

Amount of Insurance:
Fee: \$0.00
Mortgage: \$0.00

THIS COMPANY CERTIFIES that a good and marketable title to the premises described in Schedule "A", subject to the liens, encumbrances and other matters, if any, set forth in this certificate may be conveyed and or mortgaged by:

BANK OF AMERICA, N.A., as successor by merger to STATE BANK OF NEWFANE

State Bank of Newfane acquired title by three deeds, (1) from Newfane Lodge No. 947, Free and Accepted Masons dated 4/28/1950 recorded 5/8/1950 in Liber 985 Cp 45 (see post), (2) from Methodist Church of Newfane dated 3/10/1955 recorded 3/11/1955 in Liber 1170 Cp 322 (see post) and (3) from Methodist Church of Newfane dated 11/16/1961 recorded 11/20/1961 in Liber 1382 Cp 319 (see post).

Premises described in Schedule "A" are known as:

Address: 2700 Main Street,
Newfane, New York 14108

County: Niagara

Town: Newfane

Section: 38.12

Block: 1

Lot: 47

**For any Title Clearance Questions
on this Report please call
Todd G. Jones
(816)410-7911**

RJW/jm



Title No. NCS-401470-437-KCTY

SCHEDULE "A"

PARCEL A

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE VILLAGE OF NEWFANE (FORMERLY CHARLOTTE), IN THE TOWN OF NEWFANE, NIAGARA COUNTY, AND STATE OF NEW YORK, BEING THE EAST PART OF VILLAGE LOT NUMBER TWENTY-SEVEN (27) ON THE WESTERLY SIDE OF MAIN STREET IN SAID VILLAGE, AS SHOWN UPON A MAP OR SURVEY OF SAID VILLAGE OF CHARLOTTE MADE BY JESSE P. HAINES, SURVEYOR, IN 1834 AND FILED IN NIAGARA COUNTY CLERK'S OFFICE, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE EAST BY MAIN STREET SEVENTY-THREE (73) FEET AND FOUR (4) INCHES; ON THE SOUTH BY THE NORTH BOUNDS OF FACTORY STREET SEVENTY-FOUR (74) FEET AND THREE (3) INCHES; ON THE WEST BY A LINE PARALLEL WITH THE FIRST MENTIONED BOUNDARY SEVENTY-THREE (73) FEET AND FOUR (4) INCHES, AND ON THE NORTH BY A LINE PARALLEL WITH SAID FACTORY STREET SEVENTY-FOUR (74) FEET AND THREE (3) INCHES, CONTAINING MORE OR LESS.

PARCEL B

ALL THAT TRACT OF PARCEL OF LAND, SITUATE IN THE TOWN OF NEWFANE, COUNTY OF NIAGARA AND STATE OF NEW YORK, AND BEING A PART OF LOT 27 AS SHOWN ON A MAP AND SURVEY OF THE VILLAGE OF NEWFANE BY JESSE P. HAINES, SURVEYOR, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 27 WHICH IS 73 FEET 4 INCHES NORTH OF THE SOUTHEAST CORNER OF SAID LOT (THE EAST LINE OF SAID LOT 27 BEING THE WEST LINE OF MAIN STREET) AND RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 27, 74 FEET 3 INCHES;

THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT, 9 FEET 2 INCHES TO THE NORTH LINE OF LOT 27;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 27, 74 FEET 3 INCHES TO THE EAST LINE OF SAID LOT AND THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 9 FEET 2 INCHES TO THE PLACE OF BEGINNING.

PARCEL C

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF NEWFANE, COUNTY OF NIAGARA AND STATE OF NEW YORK, BEING PART OF LOT 6, TOWNSHIP 15, RANGE 7, AND ALSO BEING PART OF LOTS 25 AND 27 AS SHOWN ON A MAP OF THE VILLAGE OF CHARLOTTE MADE FOR GEO R. DAVIS AND OTHERS BY J.P. HAINES, SURVEYOR, IN 1834, AND FILED IN THE NIAGARA COUNTY CLERK'S OFFICE, SEPTEMBER 15, 1875, IN BOOK 10 OF MAPS AT PAGE 116, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A PONT ON THE WESTERLY LINE OF MAIN STREET, WHICH POINT IS 82 FEET 6 INCHES NORTH OF THE INTERSECTION OF THE NORTHERLY LINE OF WEST AVENUE (FORMERLY FACTORY STREET) AND THE WESTERLY LINE OF SAID MAIN STREET, MEASURED ALONG THE WESTERLY LINE OF SAID MAIN STREET;

RUNNING THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 25, 74 FEET 3 INCHES TO A POINT;

THENCE SOUTHEASTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF SAID MAIN STREET 9 FEET, 2 INCHES TO A POINT;

'CONTINUED'



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SCHEDULE 'A' CONTINUED

THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID WEST AVENUE, 74 FEET 3 INCHES TO A POINT;

THENCE NORTHWESTERLY ON A LINE PARALLEL WITH THE WESTERLY LINE OF SAID MAIN STREET, 4 FEET 8 INCHES TO A POINT;

THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID WEST AVENUE, 62 FEET 6 INCHES TO A POINT IN THE BROW OF A HILL, EAST OF THE EIGHTEEN MILE CREEK;

THENCE NORTHERLY ALONG THE BROW OF SAID HILL TO A POINT ON THE NORTHERLY LINE OF SAID LOT 25, WHICH POINT IS 179.3 FEET SOUTHWESTERLY FROM THE WESTERLY LINE OF SAID MAIN STREET, MEASURED ALONG THE NORTHERLY LINE OF SAID LOT 25;

THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 25, 179.3 FEET TO A POINT IN THE WESTERLY LINE OF SAID MAIN STREET;

THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID MAIN STREET, 82 FEET 6 INCHES TO THE POINT OR PLACE OF BEGINNING.

EXCEPTING FROM SAID PARCELS, SO MUCH OF THE PREMISES AS WAS CONVEYED TO LINDA S. SMITH BY DEED DATED 8/19/1983 AND RECORDED 10/4/1983 IN LIBER 1864 CP 177.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.



Title No. NCS-401470-437-KCTY

SCHEDULE "B-I"
(REQUIREMENTS)

THE FOLLOWING ARE REQUIREMENTS TO BE COMPLIED WITH FOR A TITLE POLICY TO ISSUE:

1. Searches, including judgments, federal tax liens and bankruptcies have been run against BANK OF AMERICA, N.A., and STATE BANK OF NEWFANE, the certified owner(s) herein and the following must be disposed of: NO RETURNS.

2. If the present transaction consists in whole or in part of a conveyance or lease by a corporate grantor or lessor, there must be compliance with Sections 615 and 909 of the Business Corporation Law.

The vote of shareholders holding two - thirds of the outstanding shares of the stock of the corporation entitled to be voted is required at a meeting duly called to approve the sale or lease of all or substantially all of the assets of a corporation not made in the usual course of business; provided, however, that a majority vote of the shares outstanding and entitled to be voted is required for a corporation formed after February 22, 1998 and for a corporation formed prior thereto, the certificates of incorporation of which provides for a majority vote.

Approval of such a sale or lease may be obtained without a meeting on the written consent of the holders of all outstanding shares entitled to be voted or, if the certificate of incorporation so permits, on the written consent of the holders of outstanding shares of no less than the minimum number of votes required by the certificate of incorporation to authorize an action at a meeting at which all shares entitled to vote were present and voted.

Proofs showing the authority upon which the conveyance or lease is to be made should be submitted to counsel for the Company in advance of closing. The instrument on closing should recite the authority for the conveyance or lease.

3. If the proposed insured is a corporation, a limited liability company, a limited liability partnership or a limited partnership, proof of due formation must be furnished at or prior to closing.

4. A copy of the Contract of Sale must be submitted for consideration prior to closing.

NOTE: When applicable, a copy of the Contract of Sale must be submitted with the New York City Real Property Transfer Tax Return (RPT) when the consideration is \$400,000.00 or more.

5. To verify at closing the identity of the persons who are executing closing documents, two forms of identification, at least one of which is to contain a photograph, is required to be presented.

6. Note: Payment at closing of any amount exceeding \$5,000.00 must be made by a bank or certified check, by a check issued from an attorney's escrow account, or by wired funds.



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SCHEDULE B-I Continued
(REQUIREMENTS)

7. FOR INFORMATION ONLY:

RE: Real Property Tax Payments

NOTE: The recording of documents has been significantly delayed by many county recording offices in New York State. When real estate tax payments become due prior to the recording of a deed, the local tax assessor may not have sufficient information as to where tax bills are to be sent. Where this is an issue, it may be advisable to contact the office of your local tax assessor with a copy of the closing deed. First American is not responsible for the failure to receive real estate tax bills or for any additional charges that may result from the failure to timely pay such amounts. The prompt payment of real estate taxes is the responsibility of the property owner and its mortgage lender.

8. Note: Contact Counsel for the Company in advance of closing if a document is to be executed pursuant to a power of attorney.

9. Note: County Clerks requires that each Form RP-5217, the Real Property Transfer Report, be printed as a 8 ½" X 14" legal size document. In addition, no handwritten information is accepted and bar coded Form RP-5217-PDF will only be accepted by the County Clerk, in counties in which the RP-5217-PDF is accepted, when the form has been completed online at http://www.tax.ny.gov/pdf/current_forms/orpts/rp5217.pdf . Compliance with these requirements is necessary to record the deed being insured. For a list of counties accepting Form RP-5217-PDF go to <http://www.tax.ny.gov/research/property/assess/rp5217/index.htm>.



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SCHEDULE "B-II"
(EXCEPTIONS)

THE POLICY WILL INCLUDE AS EXCEPTIONS TO TITLE THE FOLLOWING MATTERS UNLESS THEY ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

1. Rights of tenants or persons in possession, if any.
2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.
3. Any state of facts which a guaranteed survey of current date would disclose.

The exact location, courses, distances and dimensions of the premises described in Schedule A are not insured without a survey thereof acceptable to this Company.

4. There (is) are no open mortgage(s) of record.
5. Encroachment Agreement made by and between Liberty National Bank and Trust Company and Isabelle M. Marsland dated 8/12/1977 and recorded 8/26/1977 in Liber 1604 Cp 392 (see post).
6. FOR INFORMATION ONLY: The tax search reveals that the water is supplied by the municipality. In the event that water charges are not paid, they will be relieved as part of a general tax. Policy does not insure against water charges relieved to general taxes subsequent to closing for periods prior to closing.



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SURVEY READING



Title No. NCS-401470-437-KCTY

MORTGAGE SCHEDULE

NONE OF RECORD

This title report does not show all the terms and provisions of the mortgage(s) set forth herein. Interested parties should contact the holder(s) thereof to ascertain the terms, covenants and conditions contained therein, and to determine if there are any unrecorded amendments or modifications thereto.



**CONSUMER NOTICES AND DISCLOSURES AS REQUIRED
PURSUANT TO NEW YORK INSURANCE LAW:**

Date: October 20, 2015
Order/File No. NCS-401470-437-KCTY
The Property: 2700 Main Street, Newfane, NY 14108
To: (Borrower(s))

These disclosures and Notices are for the purposes of compliance with New York Insurance law and do not alter or change the coverages, exceptions, exclusions, or conditions of the final policies issued in connection with the subject transaction. Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000.00) and the stated value of the claim for each such violation.

THIS REPORT IS NOT A TITLE INSURANCE POLICY. PLEASE REVIEW THIS REPORT WITH A REAL ESTATE PROFESSIONAL REPRESENTING YOUR INTEREST IN THIS TRANSACTION. PLEASE READ IT CAREFULLY. THE REPORT MAY SET FORTH EXCLUSIONS UNDER THE TITLE INSURANCE POLICY AND MAY NOT LIST ALL LIENS, DEFECTS, AND ENCUMBRANCES AFFECTING TITLE TO THE PROPERTY. YOU SHOULD CONSIDER THIS INFORMATION CAREFULLY.



**NOTICE CONCERNING AVAILABILITY OF AN
"OWNER'S" POLICY OF TITLE INSURANCE**

Please indicate that this transaction is either: a refinance_____ or, a purchase_____.

Our records indicate that you currently are seeking only a "Lender's" title insurance policy, not an "Owner's" title insurance policy.

You have the option of purchasing an Owner's insurance policy. Please read the following disclosures concerning "Lender's" and "Owner's" title insurance policies, and initial in the space provided to confirm that you have read and understand the disclosures.

_____ I/We acknowledge that the Lender's title insurance policy issued in connection with this financing provides insurance to the lender only and does not insure my/our interest in the property as the owner(s) of the property.

_____ I/We acknowledge that I/we understand that the Lender's policy insures that the lender has a valid and enforceable encumbrance on the property that I/we own or that I/we am/are purchasing. An Owner's Policy, if purchased by me/us, would insure me/us and provide me/us with an opportunity for a legal defense against claims made against the title to the property. The Owners' policy would also protect my/our equity in the property and assure the marketability of the property when I/we sell it. Without an Owners' policy I/we do not get those protections.

_____ I/We acknowledge that I/We have been given the opportunity to purchase an Owner's policy and that the website for First American Title Insurance Company title policy premium and endorsement rates is <http://facc.firstam.com/> and the Phone Number is (800) 724-0040.

I/We may obtain an Owner's Policy of Title Insurance which provides title insurance to me/us and the total premium for both policies will be \$_____.

This is an additional \$_____ above the cost of the Lender's Policy.

_____ I/We do request Owner's Policy of title insurance.

_____ I/We do not request Owner's Policy of title insurance.

TO BE SIGNED BY BUYER(S)/BORROWER(S)

Buyer/Borrower

Buyer/Borrower



FIRST AMERICAN TITLE INSURANCE

Municipality Contact Information

PARKING VIOLATIONS: A Satisfaction of Judgment must be obtained from the Parking Violations Bureau located at any of the below addresses. Said Satisfaction should then be filed with the New York County Clerk's Office located at 60 Centre Street, New York, NY and upon paying an **\$8.00** fee they will issue a Certificate of Disposition.

P.V.A. HELP CENTER DAY & HOURS: (212) 477-4430

MANHATTAN HELP CENTER: 66 John Street, 2nd Floor, New York, NY 10038

BRONX HELP CENTER: 1400 Williamsbridge Road

BROOKLYN HELP CENTER: 216 Joralemon Street

QUEENS HELP CENTER: 89-61 162nd Street

STATEN ISLAND HELP CENTER: 300 St. Marks Place

THE HELP CENTERS ARE OPEN MONDAY THROUGH FRIDAY – 8:30am to 7:00pm

NEW YORK STATE TAX COMMISSION LIENS – For information regarding disposition and payments, please write: Tax Compliance Division, P.O. Box 5149, Albany, New York 12205 or call (800) 835-3554 or (800) 452-0455.

FEDERAL TAX LIENS – For information regarding disposition and payments, please write: The Internal Revenue Services, 120 Church Street, New York, New York 10013 or at 210 East Post Road, White Plains, New York or call (800) 829-1040.

CITY OF NEW YORK LIENS – For information regarding disposition and payments, please write: The Department of Finance, Bureau of Tax Collection, 59 Maiden Lane, 24th Floor, New York, NY 10038 or call (212) 440-5400 or (212) 440-5479.

HIGHWAY DEPARTMENT (sidewalk violations) – For information regarding disposition and payments, Please write: NYC Dept. Of Transportation, 55 Water Street, New York, NY 10041 or call (212) 839-4302.

ENVIRONMENTAL CONTROL LIENS – For information regarding disposition and payments, please write: The Environmental Control Board, 66 John Street, 10th Floor, New York, NY 10038 or call (212) 560-6270.

TRANSIT ADJUDICATION LIENS – For information regarding disposition and payments, please write: 29 Gallatin Place, 3rd Floor (Bet. Fulton & Livingston St's.) Brooklyn, NY 11201 or call (347) 643-5805.

NEW YORK STATE INDUSTRIAL COMMISSIONER – For information regarding disposition and payments, please write: N.Y.S. Department of Labor, Building 12, State Campus, Room 509, Albany, NY 12340 or call (518) 457-5789 or (518) 457-0390.

INTEREST CLERK – For interest on all outstanding taxes in the City of New York or questions regarding In-Rem, please write: The City of New York, Department of Finance Adams Street, 345 Adams Street, 5th Floor, Brooklyn, NY 11201 or call (718) 935-6153.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

This Indenture

APR 28 1955

Made the 28th day of April, Nineteen Hundred and Fifty

Between NEWFANE LODGE No. 947, FREE AND ACCEPTED MASONS, of Newfane, in the Town of Newfane, County of Niagara, and State of New York, a corporation organized under the ~~xxxxxxx~~ Benevolent Orders Law of the State of New York,

----- party of the first part, and
STATE BANK OF NEWFANE, a banking corporation duly organized under the Laws of the State of New York, and having its principal place of business at Newfane, in said Town,

----- party of the second part,
Witnesseth, that the party of the first part, in consideration of One and More ----- Dollars

(\$1.00 & More --) lawful money of the United States, to it in hand ----- paid by the party of the second part,

does hereby grant and release unto the party of the second part, its successors and assigns forever, all THAT TRACT OR PARCEL OF LAND,

situate in the Village of Newfane (formerly Charlotte), in the Town of Newfane, Niagara County, and State of New York, being the east part of Village Lot Number Twenty-seven (27) on the westerly side of Main Street in said Village, as shown upon a map or survey of said Village of Charlotte made by Jesse P. Haines, Surveyor, in 1834 and filed in Niagara County Clerk's Office, which is bounded and described as follows: On the East by Main Street seventy-three (73) feet and four (4) inches; on the South by the north bounds of Factory Street seventy-four (74) feet and three (3) inches; on the West by a line parallel with the first mentioned boundary seventy-three (73) feet and four (4) inches, and on the North by a line parallel with said Factory Street seventy-four (74) feet and three (3) inches, containing more or less. (X)

Parcel "A"

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This Indenture

PAYMENT RECEIVED
MAR 11 1955
COUNTY CLERK

Made the 10th day of March, Nineteen Hundred and ^{MAR 11 - 079 \$0001.40}
Fifty-five,

~~Between~~

METHODIST CHURCH OF NEWFANE,

a corporation organized under the laws of the State of New York, and
located in Newfane, New York,

party of the first part, and

STATE BANK OF NEWFANE, a domestic banking

corporation located at Newfane, New York,

part y of the second part,

~~Witnesseth~~

that the party of the first part, in consideration of
Three Hundred - - - - - Dollar s
(\$ 300.00) lawful money of the United States,

paid by the part y of the second part,

does hereby grant and release unto the ^(X) part y of the second part,

its successors and assigns forever, ^(X) all THAT TRACT OR PARCEL OF LAND,
situate in the Town of Newfane, County of Niagara and State of New York,
and being a part of Lot 27 as shown on a Map and Survey of the Village
of Newfane by Jesse P. Haines, Surveyor, described as follows:

Parcel "B"

BEGINNING at a point in the east line of said Lot 27 which is 73
feet 4 inches north of the southeast corner of said Lot (the east line
of said Lot 27 being the west line of Main Street) and running thence
west parallel to the south line of said Lot 27, 74 feet 3 inches;
thence north parallel to the east line of said Lot, 9 feet 2 inches
to the north line of Lot 27; thence east along the north line of said
Lot 27, 74 feet 3 inches to the east line of said Lot and thence south
along the east line of said Lot 9 feet 2 inches to the place of
beginning ^(X)

This Deed is given pursuant to authority granted to the grantor
by Order of the County Court of Niagara County, dated March 1, 1955,
and filed in the Niagara County Clerk's Office.

LIBER 1382 PAGE 319

NOV 20 1961 117 50006.0000

This Indenture

Made the 16th day of November Nineteen Hundred and sixty-one

Between METHODIST CHURCH OF NEWFANE

a corporation organized under the laws of the State of New York, and located in Newfane, New York

party of the first part, and

STATE BANK OF NEWFANE, a domestic banking corporation located at Newfane, New York

party of the second part,

Witnesseth, that the party of the first part, in consideration of

TWELVE THOUSAND and no/100 ----- Dollars

(\$ 12,000.00) 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,

its successors and assigns forever, all THAT TRACT OR PARCEL OF

LAND, situate in the Town of Newfane, County of Niagara and State of New York, being part of Lot 6, Township 15, Range 7, and also being part of Lots 25 and 27 as shown on a map of the Village of Charlotte made for Geo. R. Davis and others by J.P. Haines, surveyor, in 1834, and filed in the Niagara County Clerk's Office, September 15, 1875,

in Book 10 of Maps at Page 116, bounded and described as follows:

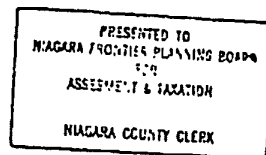
BEGINNING at a point on the westerly line of Main Street, which point is 82 feet 6 inches north of the intersection of the northerly line of West Avenue (formerly Factory Street) and the westerly line of said Main Street, measured along the westerly line of said Main Street; running thence southwesterly along the southerly line of said Lot 25, 74 feet 3 inches to a point; running thence

Parcel "C"
(and exception)

LIBER 1382 PAGE 320

southeasterly on a line parallel with the westerly line of said Main Street 9 feet, 2 inches to a point; running thence southwesterly on a line parallel with the northerly line of said West Avenue, 74 feet 3 inches to a point; running thence northwesterly on a line parallel with the westerly line of said Main Street, 4 feet 8 inches to a point; running thence southwesterly on a line parallel with the northerly line of said West Avenue, 62 feet 6 inches to a point in the brow of a hill, east of the Eighteen Mile Creek; running thence northerly along the brow of said hill to a point on the northerly line of said Lot 25, which point is 179.3 feet southwesterly from the westerly line of said Main Street, measured along the northerly line of said Lot 25; running thence northeasterly along the northerly line of said Lot 25, 179.3 feet to a point in the westerly line of said Main Street; running thence southeasterly along the westerly line of said Main Street, 82 feet 6 inches to the point or place of beginning. (X)

This deed is given pursuant to authority granted to the grantor by Order of the County Court of Niagara County, dated November 15, 1961, and filed in the Niagara County Clerk's Office.



12-1

This Indenture,

MADE
BETWEEN

Made the 19th day of
Nineteen Hundred and Eighty-three
LIBERTY NATIONAL BANK & TRUST COMPANY,

12.00 CHECK
000000 10-04-83 109132

a corporation organized under the laws of New York with its principal office and place of business located at 10 Fountain Plaza, Buffalo, New York

party of the first part, and

11799

LINDA S. SMITH, residing at 2621 William Street, Newfane, New York

party of the second part,
It is hereby stated that the party of the first part, in consideration of

One Dollar (\$ 1.00)
lawful money of the United States,

paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, her distributees and assigns forever, all

THAT TRACT OR PARCEL OF LAND, situate in the Hamlet of Newfane (formerly called Village of Charlotte) in the Town of Newfane, Niagara County, New York, known as part of Lot 27 on the westerly side of Main Street, in said Village according to a map or survey of said Village of Charlotte made by Jesse P. Haines, Surveyor, in 1834, and filed in Niagara County Clerk's Office, which is bounded and described as follows: COMMENCING at the southwest corner of lands conveyed to Lillian Reackhoff, by deed recorded in Niagara County Clerk's Office in Liber 1742 at page 46, said southwest corner being 148.5 feet by deed and 151.43 by measure west of the west line of Main Street; thence northerly along the west line of said Reackhoff lands 73.33 feet to the northwest corner of said Reackhoff lands and the point of beginning; thence northerly along a projection of the west line of said Reackhoff lands 5.80 feet; thence southeasterly 77.25 feet to the northeast corner of said Reackhoff lands; thence westerly along the north line of said Reackhoff lands 74.25 feet by deed and 77.00 feet by measure to the point of beginning.

001074
RECEIVED
\$ Ex
REAL ESTATE
OCT 4 1983
TRANSFER TAX
NIAGARA
COUNTY

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

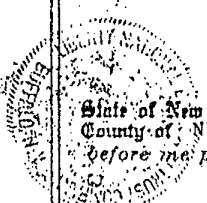
To have and to hold the premises herein granted unto the party of the second part, her distributees and assigns forever.

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 19th day of August Nineteen Hundred and Eighty-three

LIBERTY NATIONAL BANK & TRUST COMPANY

By Eugene K. Pembroke, Vice-President

On this 19th day of August Nineteen Hundred and Eighty-three EUGENE K. PEMBROKE



State of New York County of NIAGARA before me personally came

to me personally known, who, being by me duly sworn, did depose and say that he resides in Newfane, New York the Vice-President of Liberty National Bank & Trust Co. that he is the corporation described in, and which executed, the within 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 Directors of said corporation; and that he signed its name thereto by like order.

ROBERT S. ROBERSON Notary Public, State of New York Office in Niagara County My Commission Expires March 30, 1984

Robert S. Robertson Commissioner Expires 3/30/84

RECORDED OCT -4 AM 9:20 NIAGARA COUNTY CLERK'S OFFICE LOCKPORT, N.Y.



LIBERTY NATIONAL BANK & TRUST CO.

TO LINDA S. SMITH

Dated, September 19th 1983

STATE OF NEW YORK COUNTY OF NIAGARA

Recorded on the 27th day of October A.D. 19 83, 2:20 o'clock A. M. in Liber 1864 of Desds

By Raymond A. Banta Clerk

LAW OFFICES OF ANDREWS, PUSATERI, BRANDT, SHOEMAKER, HIGGINS & ROBERSON 500 BEVELY BUILDING LOCKPORT, NEW YORK 14084

ENCROACHMENT AGREEMENT

W: 2504

This indenture made this 12TH day of August, 1977 by and between Liberty National Bank and Trust Company, a New York Banking Corporation with its principal office located at 424 Main St., Buffalo, New York hereinafter referred to as the First Party, and

Isabelle M. Marsland, residing at 6027 West Ave., Newfane, New York, hereinafter referred to as the Second Party.

Witnesseth:

ONE: The First Party is the owner of premises in the Hamlet of Newfane, Niagara County, New York as described in attachment "A" annexed hereto.

TWO: The Second Party is the owner of the the premises in the Hamlet of Newfane, Niagara County, New York as described in attachment "B" annexed hereto.

THREE: The premises owned by the respective parties are adjoining as shown on the annexed survey made by John P. Hinton, Land Surveyor, dated July 29, 1977 and marked as attachment "C".

FOUR: A garage erected upon the premises of the Second Party encroaches upon the premises of the First Party for a distance of from one (1') foot diminishing to twelve hundredths (.12') of a foot along the north wall of the said garage and has been so situated for a period in excess of twenty (20) years.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Second Party to the First Party, the receipt of which is hereby acknowledged, the First Party grants and conveys to the Second Party, her heirs and assign forever the right and easement to maintain that part of the present garage structure upon the

premises of the First Party as is shown by the survey referred to above for so long as the structure shall exist, but however the grant shall expire and terminate if the said structure shall be demolished, or require reconstruction and at that time the Second Party or her heirs or assigns shall remove the said encroachment and not cause it to be rebuilt upon the premises of the First Party.

IN WITNESS WHEREOF the First Party has caused this instrument to be signed and sealed the date first above written.

LIBERTY NATIONAL BANK AND TRUST COMPANY.

Seal



by Benjamin A. Kinney
Benjamin A. Kinney, Assistant/Vice President
Isabelle M. Marsland
Isabelle M. Marsland

STATE OF NEW YORK
:SS:
COUNTY OF NIAGARA

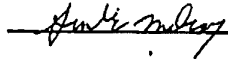
On the 12 day of August, 1977, before me personally came
Benjamin A. Kinney, to me personally known, who,
being by me duly sworn, did depose and say that he resides at STRYKESVILLE RD
STRYKESVILLE, N.Y.; that he is a Assistant Vice President
of LIBERTY NATIONAL BANK AND TRUST COMPANY, the association described in,
and which executed the above Instrument; that he knows the seal of said
association; that the seal affixed to said Instrument is such association
seal; that it was so affixed by order of the Board of Directors of said asso-
ciation; and that he signed his name thereto by like order.

Richard Minkewicz

RICHARD MINKEWICZ
Notary Public, State of New York
Qualified in Erie County
My Commission expires 12/31/79

STATE OF NEW YORK
:SS:
COUNTY OF NIAGARA

On the 19 day of August, 1977, before me, the subscriber, personally appeared ISABELLE M. MARSLAND, to me known and known to me to be the same person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.



GRANT E. METCALF
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires March 30, 1979

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Newfane, County of Niagara and State of New York, being part of Lot 6, Township 15, Range 7, and also being part of Lots 25 and 27 as shown on a map of the Village of Charlotte made for Geo. R. Davis and others by J. P. Haines, surveyor, in 1834, and filed in the Niagara County Clerk's Office, September 15, 1875, in Book 10 of Maps at Page 116, bounded and described as follows:

BEGINNING at a point on the westerly line of Main Street, which point is 82 feet 6 inches north of the intersection of the northerly line of West Avenue (formerly Factory Street) and the westerly line of said Main Street, measured along the westerly line of said Main Street; running thence southwesterly along the southerly line of said Lot 25, 74 feet 3 inches to a point; running thence southeasterly on a line parallel with the westerly line of said Main Street 9 feet 2 inches to a point; running thence southwesterly on a line parallel with the northerly line of said West Avenue, 74 feet 3 inches to a point; running thence northwesterly on a line parallel with the westerly line of said Main Street, 4 feet 8 inches to a point; running thence southwesterly on a line parallel with the northerly line of said West Avenue, 62 feet 6 inches to a point in the brow of a hill, east of the Eighteen Mile Creek; running thence northerly along the brow of said hill to a point on the northerly line of said Lot 25, which point is 179.3 feet southwesterly from the westerly line of said Main Street, measured along the northerly line of said Lot 25; running thence northeasterly along the northerly line of said Lot 25, 179.3 feet to a point in the westerly line of said Main Street; running thence southeasterly along the westerly line of said Main Street, 82 feet 6 inches to the point or place of beginning.

"ATTACHMENT "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Newfane,
County of Niagara and State of New York, being the southwest corner of Lot Number 27
on Main Street in the Village of Newfane, according to a map or survey of said Village,
made by Jesse P. Haines, Surveyor, and bounded and described as follows: East by a
lot, now or formerly owned by Daniel Vanhorn and containing one-fourth of an acre,
four (4) rods and twelve (12) feet; south by the north bounds of Factory Street, now
known as West Avenue, eleven (11) rods; west by the brow of the hill and north by a
line parallel with said Factory Street, and four (4) rods and twelve (12) feet from
said Street, containing more or less.

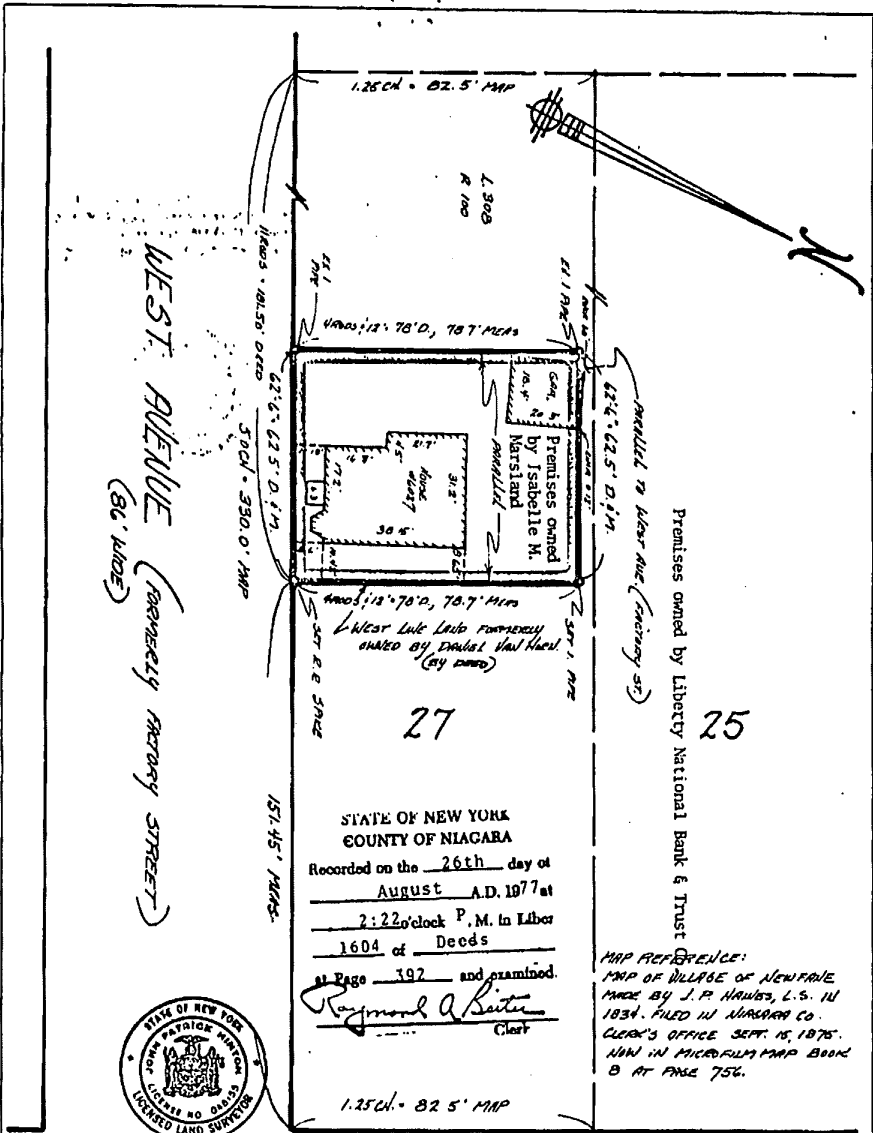
EXCEPTING AND RESERVING, however, from the aforesaid premises all
that part thereof conveyed to William R. Connor by Deed dated April 3rd, 1905, and
recorded in Liber 308 of Deeds at Page 100 in the Niagara County Clerk's Office.

LIBER 1604 PAGE 396

1977 AUG 26 PM 2:22
NIAGARA COUNTY
CLERK'S OFFICE
LOCKPORT, N.Y.

RECORDED

"ATTACHMENT "B"



Violating any item on this map is in violation of the law, except as provided in Section 7209, Part 2 of the New York State Education Law.

MAIN STREET (82.5' wide)

SURVEY OF: PART OF VILLAGE LOT 27 - MAIN STREET		JOHN P. HINTON LAND SURVEYOR 347 EAST AVE. LOCKPORT, N. Y. 14094
VILLAGE OF NEWFALE, TOWN OF NEWFALE, NIAGARA CO., NEW YORK.		
LOCATION: 6027 WEST AVENUE		
SCALE: 1" = 30'	DATE: JULY 29, 1977	

JCR No. 77071450

"ATTACHMENT C"

LIBR. 1604 PAGE 397

ABSTRACTERS' INFORMATION SERVICE

1111 MARCUS AVE, SUITE MZ214 LAKE SUCCESS NY 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540



TAX SEARCH

Prepared For: First American Title

County : NIAGARA

TITLE NO. 0250-NCS401470437KCTY

DATE: 10/9/2015

PREMISES: 2700 N MAIN STREET, NEWFANE

TOWN OF NEWFANE

VILLAGE: NONE

ACREAGE: 0 LOT SIZE: 165X176

ASSESSED OWNER: BANK OF AMERICA

TAX CLASSIFICATION: 461

ASSESSED VALUE: 19200/282500

SD: 292801 NEWFANE SECTION: 38.12 BLOCK: 1 LOT: 47 SWIS CODE: 292800

RETURNS

SEC: 38.12 BLOCK: 1 LOT: 47

2015 TOWN/COUNTY TAX PERIOD 01/01/15 - 12/31/15

FULL TAX DUE 01/01/15 - \$3,423.06 PAID

2015/2016 SCHOOL TAX PERIOD 07/01/15 - 06/30/16

FULL TAX DUE 09/01/15 - \$8,074.32 PAID

WATER DISTRICT - TOWN OF NEWFANE WATER DEPARTMENT

ACCOUNT # 104740

BILLING PERIOD: NA

AMOUNT: \$85.84 PAID

NOTE: NEXT BILL COMES OUT IN JANUARY

NOTE: UP-TO-DATE BILL OR RECEIPT MUST BE PRODUCED AT CLOSING.

SUBJECT TO PRIOR WATER CHARGES NOT ENTERED AND SUBSEQUENT

WATER CHARGES SINCE DATE OF LAST READING.

SUBJECT TO CONTINUATION PRIOR TO CLOSING.

FOR TAX PAYMENT INFORMATION GO TO: <http://orpts.tax.ny.gov/cfapps/MuniPro/swis/>

RECOMMEND THAT CUSTOMER CONFIRM AT CLOSING THAT OWNER HAS NOT RECEIVED NOTICE OF SPECIAL ASSESSMENTS (I.E., SIDEWALK REPAIRS, LOT CLEARANCE, OR EMERGENCY REPAIRS). SEARCH MAY NOT INCLUDE EXISTENCE OF SUCH NOTICES. EXEMPT PROPERTY RESTORED FACTORS (IF ANY) SHOWN ABOVE REPRESENT THE DIFFERENCE BETWEEN THE ACTUAL TAX SHOWN AND WHAT THE TAX WOULD HAVE BEEN HAD THERE BEEN NO EXEMPTION. RESTORED TAX IS FIGURED ON A PRO-RATA BASIS FROM DATE OF DEED TO END OF FISCAL YEAR OF EACH TAX SO AFFECTED. METHOD OF COLLECTION OF RESTORED TAX IS NOT UNIFORM FOR ALL MUNICIPALITIES. SEARCH DOES NOT INCLUDE LEVIES OF RESTORED TAXES NOT YET POSTED BY MUNICIPALITY. SOME ITEMS RETURNED MAY HAVE BEEN PAID BUT NOT OFFICIALLY POSTED BY MUNICIPALITY. RECOMMEND THAT CUSTOMER OBTAIN RECEIPTS FOR SUCH ITEMS AT CLOSING. TAX DUE DATES MAY VARY ANNUALLY. RECOMMEND THAT CUSTOMER CONFIRM DUE DATES WITH THE APPROPRIATE MUNICIPALITY. SEARCH MAY NOT INCLUDE ITEMS NOT A LIEN UP TO THE DATE SHOWN. SEARCH DOES NOT INCLUDE ARREARS FILED AGAINST ANY NAME OTHER THAN THE ASSESSED OWNER AS SHOWN ABOVE. THE RETURNS ARE SPECIFIC TO SECTION, BLOCK AND LOT.

IMPORTANT NOTICE ABOUT SEARCH INFORMATION ABOVE

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Abstracters' Information Service

1111 MARCUS AVENUE - SUITE MZ214 LAKE SUCCESS, N.Y. 11042

PHONE:(516) 918-4600 FAX:(516) 918-4540

NIAGARA MUNICIPAL TAX PAGE

TITLE NO. 0250-NCS401470437KCTY Order Date: 10/9/2015

NEWFANE TOWN_#
2327 HESS RD
APPLETON, NY 140089639
(716) 778-6052

NEWFANE C S* (CMBD TNS)
CHASE-33 LEWIS RD-ESCROW DEP 117027
BINGHAMTON, NY 13905
(716) 778-6851

Niagara County
County Office Building
59 Park Avenue
Lockport, NY 14094
Phone: (716) 439-7007

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