

THOMAS J. GABRIELS, ESQ.

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December 6, 2022

County of Albany
Director of Finance
112 State Street
Albany, NY 12207

RE: 7& 9 Park Avenue, Albany

Dear Director of Finance:

By deeds dated September 7, 1985 the County transferred 7&9 Park Avenue, Albany unto Clemente & John Parente (see attached). Contained within those deeds are the Counties right of Reverter and re-entry.

My client, Philip Wilmot is now trying to sell this property and requires a Release of the Right of Reverter.

Very truly yours,



Thomas J. Gabriels, Esq.
TJG/mb

9/1/85



This Indenture,

September
Between

Nineteen Hundred and Eighty-Five
COUNT OF ALBANY

Month the
Eighty-Five

seventeenth Day of

municipal
corporation organized under the laws of the State of New York

and 220-1c 524

party of the first part, and CLEMENTE J. PARENTE and JOHN V. PARENTE both residing at 21 Barclay Street, City and County of Albany, State of New York, as joint tenants, party of the second part,
Witnesseth that the party of the first part, in consideration of the sum of six thousand four hundred and 00/100 dollars or \$6,400.00 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, their heirs and assigns forever, all

THOSE CERTAIN LOTS, PIECES OR PARCELS OF LAND situate in the 3rd Ward of the City and County of Albany, State of New York, known, numbered and designated on the 1981 Assessment Roll of the City of Albany, County of Albany and State of New York as follows:

Ward 3, City of Albany, County of Albany, Alleged Owner: Donald F. Kulzer, described as follows: Street No. 7 Park Avenue, Lot No. -, side North between Grand and Philip Sts. Dimensions -. ID 904805.

Ward 3, City of Albany, County of Albany, Alleged Owner: Donald F. Kulzer, described as follows: Street No. 9 Park Avenue, Lot No. -, side North between Grand and Philip Sts. Dimensions -. ID 904806.

SUBJECT, however, to the following conditions, covenants and restrictions, to which the party of the second part does hereby agree and which shall run with the land and be binding on the party of the second part and his assigns, to wit:

That the party of the second part shall not transfer title to the premises herein conveyed for a period of not less than three years following the date of this instrument.

To have and to hold the premises herein granted unto the party of the second part, their heirs, and assigns forever, upon the express condition that the party of the second part shall within eighteen (18) months of the date of this conveyance rehabilitate, or cause to be rehabilitated, to a condition satisfactory to the party of the first part, the premises herein conveyed and any and all structures situated thereon. In the event rehabilitation satisfactory to the party of the first part is not completed within said eighteen (18) months, then title to said premises shall revert to the party of the first part, and the party of the first part may re-enter upon said premises and regain title thereto. The aforesaid reverter and right of re-entry shall terminate by the issuance of a release thereof by the party of the first part upon the issuance of a certification of compliance from the party of the first indicating that the rehabilitation satisfactory to the party of the first part has been completed or upon the recording of a building and loan rehabilitation mortgage in an amount acceptable to the party of the first part from a governmental agency or accredited lending institution to the party of the second part for the purpose of rehabilitating said premises, whichever shall occur first.

(Additional Information see Page 2)

RECEIVED
S. S. 524
REAL ESTATE
OCT 2 3 1985
TRANSACTION TAX

.2204c 525

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 first part, to the heirs and assigns forever.

And the party of the first part covenants that it has not done or
suffered anything whereby the said premises have been encumbered in any
way whatever.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantor 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.

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 17th day of September
Nineteen Hundred and Eighty-five

COURT OF ALBANY

By Cathy Brewer Connors
DIRECTOR OF FINANCE

State of New York | On this 17th day of September
County of Albany | Nineteen Hundred and Eighty-five
before me personally came

Cathy Brewer Connors

In me personally known, who, being by me duly sworn, did depose and say that
she resides in 18 Sturbridge Court, Voorheesville, New York that she is
the Director of Finance of the County of Albany
the corporation described in, and which executed, the within instrument; that she
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, she signed her name thereto by like order.

John V. Parrotte

Notary Public
State of New York
John V. Parrotte
Commissioner of Deeds
Albany, N.Y.
Date: Sept. 17, 1985

TO

CLARENCE J. PARROTT
and
JOHN V. PARROTTE

City of Albany, N.Y.
State of New York
Date: September 17, 1985

RECORDED ON THE
17th DAY OF SEPTEMBER
1985
IN THE OFFICE OF THE
CLERK OF DEEDS
OF ALBANY,
NEW YORK

RECORDED TO: Box 46
Court House
Date: NOV 1 1985

2204-525

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, to let and to have and to hold the same forever.

And the party of the first part covenants that it has not done or
suffered anything whereby the said premises have been encumbered in any
way whatever.

Third, That, in Compliance with Sec. 11 of the Lien Law, the grantor 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.

In Witness Whereof, the
party of the first part has caused its corporate
seal to be hereunto affixed, and there presents
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COUNTY OF ALBANY

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the corporation described in, and which executed, the within instrument; that he
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of said corporation; and that, she signed her name thereto by like order.

Cathy Becker Connors

1985-10-14-00000000
Notary Public Seal
State of New York
Commission Expires March 31, 1986

RECEIVED
COURT OF ALBANY
ALBANY, NEW YORK

COUNTY OF ALBANY

CHERYL J. PARTEE
and
JOHN V. PARTEE

RECORDED ON THE day of September 17, 1985 State of New York City of Albany, NY RECORDED AND INDEXED RECEIVED RECEIVED TO: Sec 46 Court Finance NOV 11 1985
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