

218302
Loan No. 7107

VOL 6660 PAGE 40

WARRANTY DEED

FROM

Pentz Builders, Inc.

TO

Harold Wolfe

Mary Wolfe

RECEIVED FOR RECORD

RECEIVED FOR RECORD
AT 2:22 PM
DEC 23 1948

RECORDED IN CUYAHOGA COUNTY RECORDS

RECORDED IN CUYAHOGA COUNTY RECORDS
DONALD F. LITZINGER
COUNTY RECORDER

ENTERED FOR TRANSFER

DEC 23 1948

OHIO LOCAL BLANK CO. CLEVELAND

7504

com. - Albion Cabandoned

Lehman deed

Includes an
easement to the
burial plot of the
First Bapt. Ch. of Str.

218304

KNOW ALL MEN BY THESE PRESENTS

That The Cleveland Trust Company, a corporation existing under the laws of the State of Ohio, by its officers duly authorized in the premises, the GRANTOR, for the CONSIDERATION of Ten and no/100 DOLLARS (\$10.00) and other valuable consideration received to its full satisfaction of Wilson Lehman and Norma L. Stewart

Webster Road
Route 2
Berea, Ohio

the GRANTEE S, does hereby GIVE, GRANT, BARGAIN, SELL, AND CONVEY unto the said GRANTEE S, their

heirs, and assigns, the following described premises:

Situated in the Village of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot Number 53 and bounded and described as follows:

Beginning on the center line of Pearl Road, 66 feet wide (formerly Wooster Pike) at the Northwestern corner of a parcel of land conveyed to J.G. Clyne by deed dated May 6, 1907 and recorded in Volume 1485, Page 352 of Cuyahoga County Records; thence South 2° 41' 00" West 35 feet along the said center line of Pearl Road to a point for the principal place of beginning; thence South 2° 41' 00" West 317 feet along the said center line of Pearl Road to a point; thence South 87° 19' 00" East 183 feet to a point; thence North 60° 17' 25" East 162.30 feet to a concrete monument in the Westerly line of a parcel of land conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District by deed dated April 4, 1934 and recorded in Volume 4345, Page 537 of Cuyahoga County Records; thence North 7° 23' 45" East 87.54 feet along the Westerly line of land so conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park District to a concrete Monument at an angle therein; thence North 39° 38' 30" West 68.72 feet along the Westerly line of land so conveyed to The Board of Park Commissioners of the Cleveland Metropolitan Park Board to a concrete Monument at an angle therein; thence North 11° 01' 10" West 4.63 feet along the Westerly line of land so conveyed to The Board of Park Commissioners of The Cleveland Metropolitan Park District to a point; thence North 87° 19' 00" West 121.86 feet to a point; thence North 2° 41' 00" East 7.50 feet to a point; thence North 87° 19' 00" West 158 feet to the principal place of beginning and containing 1.851 Acres of land, according to a survey made November, 1948 by Cleveland Surveys, Civil Engineers and Surveyors, be the same more or less, but subject to all legal highways.

Subject to a right of way and easement over, across and upon the following described piece or parcel of land:

Situated in the Village of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot Number 53 and bounded and described as follows:

Beginning on the center line of Pearl Road, 66 feet wide (formerly Wooster Pike) at the Northwestern corner of a parcel of land conveyed to J.G. Clyne by deed dated May 6, 1907 and recorded in Volume 1485, Page 352 of Cuyahoga County Records; thence South 2° 41' 00" West 35 feet along the said center line of Pearl Road to a point for the principal place of beginning; thence South 2° 41' 00" West 5 feet along the said center line of Pearl Road to a point; thence South 87° 19' 00" East 158 feet to a point; thence North 2° 41' 00" East 5 feet to a point; thence North 87° 19' 00" West 158 feet to the principal Place of beginning, according to a survey made November, 1948 by Cleveland Surveys, Civil Engineers and Surveyors, be the same more or less, but subject to all legal highways.

The purpose of which easement and right of way is for ingress and egress to and from a parcel of land easterly and contiguous to the premises conveyed hereby and referred to of record as the burial plot of The First Baptist Church of Strongsville, which burial plot is sometimes referred to as The Strongsville Baptist Church Cemetery.

And the Grantees herein for and on behalf of themselves, their heirs, executors, administrators and assigns in consideration of the execution and delivery of this instrument, hereby covenant, promise and agree, with and for the benefit of the said Grantor, its successors and assigns, and all other owners of adjacent lands who shall acquire title thereto from the Grantor, to hold the premises hereinabove described subject to the following terms:



cemetery at
Albion

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yaron
1. Said premises shall be used exclusively for residential, small farm and gardening purposes, and no building shall be erected, moved or suffered to remain thereon other than one single family dwelling, necessary outbuildings and attached or detached garage and such dwelling shall have a reasonable value of not less than \$5,000.00 based upon Cleveland, Ohio buildings costs as of January 1st, 1947.
 2. No building shall be erected, moved or suffered to remain on said premises until the size, type, cost and nature of construction, the lot plan showing the proposed location thereon upon the lot, and plans and specifications and details thereof shall have first been approved in writing by The Cleveland Trust Company or its assignee of this power of approval.
 3. Until such time as a sanitary sewer system shall have been installed in the street upon which said premises front, a sanitary septic tank constructed in accordance with the code of the State of Ohio, and the municipality in which said premises are situated shall be installed in or for each dwelling house erected thereon, and no other sanitary provision or device shall be permitted to discharge directly into a storm sewer, stream, open ditch or drain but shall be discharged into an approved absorption field.
 4. Said premises shall not be sold, conveyed, given away, leased to or used by any person or persons not of the pure blood of the Caucasian race.

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4.1.1
5. No spirituous, vinous, or fermented liquors shall be manufactured or sold either at wholesale or retail upon said premises, and no place of public entertainment or resort of any character shall be established, conducted or suffered to remain thereon.
 6. No nuisance, gas or oil derrick, advertising sign, billboard or other advertising device other than for use in advertising the sale or rent of the said premises shall be erected, placed or suffered to remain on said premises, nor shall they be used for any purpose which may endanger the health, unreasonably disturb the quiet of or become an annoyance or nuisance to any holder of adjoining premises.
 7. No trailer, tent, basement, shack, garage, barn or other outbuilding erected on said premises shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
 8. The Cleveland Trust Company expressly reserves to itself, its successors and assigns and is hereby granted the right, in case of any violation of any of the restrictions or conditions, or a breach of any of the covenants and agreements herein contained, to enter upon the property, upon or as to which such violation or breach exists and to summarily abate and remove at the expense of the owner thereof, any erections, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by it, and the said Company shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. Failure by The Cleveland Trust Company or by any other person or party having the right to do so, to enforce any of the provisions of this instrument shall in no event be deemed a waiver of the right to do so thereafter.
 9. The Grantor hereby reserves, and is hereby granted the right to change, alter, supplement, or modify any or all of the provisions hereof in the event the development or lack of development of adjoining or adjacent property indicates such modification to be necessary or advisable, or in order to qualify the premises for insurance under the F.H.A. or the National Housing Act and amendments thereto.
 10. The herein enumerated restrictions, conditions, limitations, reservations, covenants and agreements shall be deemed covenants and not conditions hereof and shall run with the land and be binding upon all parties hereto, their heirs, executors, administrators, and/or successors and assigns and any other person or persons claiming by, through or under them until January 1st, 1970, at which time the same shall terminate.
 11. If the Grantees herein or any of them, their heirs, executors, administrators and/or successors and assigns shall violate or attempt to violate any of the provisions hereof prior to January 1st, 1970, it shall be lawful for any other person, persons or party who has acquired title to any adjoining premises from the Grantor herein, to prosecute proceedings at law or in equity to enforce such provisions against the person, persons or party violating or attempting to violate the same.
 12. Invalidation of any of the provisions hereof by judgement or court order shall in no way effect any of the other provisions which shall remain and continue in full force and effect.

and subject to restrictions, conditions, limitations, rights, agreements, reservations, right of ways, and easements of record, and zoning restrictions, if any, which may have been imposed thereon.

TO HAVE AND TO HOLD the above, granted and bargained premises with the appurtenances thereunto belonging, unto the said grantee S. their heirs, and assigns, forever.

And The Cleveland Trust Company, said grantor, for itself, its successors and assigns, does covenant with the said Wilson Lehman and Norma L. Stewart, their

heirs, and assigns, that at and until the encasing of these presents said premises have not been encumbered by it, and that said grantor will WARRANT AND DEFEND said premises with the appurtenances thereunto belonging to said grantee S. their heirs, and assigns forever against all lawful claims and demands whatsoever of all persons claiming by, through, or under it except taxes and assessments both general and special for the year 1948 and thereafter and cancelled or abated and reassessed special assessments, if any, all of which the grantee S. assume and agree to pay.

IN WITNESS WHEREOF, the said The Cleveland Trust Company, has hereunto caused its corporate name and seal to be signed and affixed by E.A. Branch its Vice President, and

B.H. Brainard its Assistant Vice President on this thirteenth day of December A. D. Nineteen Hundred and Forty-Eight.

APPROVED
FOR EXECUTION
THE C. T. CO.
H. H.
ATTORNEY

SIGNED, SEALED AND ACKNOWLEDGED
IN PRESENCE OF US

The Cleveland Trust Company
By E.A. Branch VICE PRESIDENT
And B.H. Brainard ASSISTANT VICE PRESIDENT

John T. Moore
John T. Moore

THE STATE OF OHIO,
COUNTY OF CUYAHOGA }

BEFORE ME, the subscriber, a Notary Public in and for said county, personally appeared the above-named and known to me to be the Vice President and Assistant, respectively, of said The Cleveland Trust Company and acknowledged that they did as such officers hereunto affix the corporate name and seal of said Company, and that the same is their free act and deed, and the free act and deed of said Company.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal, at Cleveland, Ohio, this thirteenth day of December, A. D. 1948.

John T. Moore
Notary Public
John T. Moore, Notary Public
Commission expires June 9, 1951

218304 79
DEED

FROM
The Cleveland Trust Company
TO

RECEIVED FOR RECORD

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AT 3:04 PM
DEC 23 1948

in RECORDED IN CUYAHOGA COUNTY RECORDS

Volume Vol. 6660 Page 140
DONALD F. LYBARGER
County Recorder

ENTERED FOR TRANSFER

DEC 23 1948

The Cleveland Trust Company

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