

**Port
Washington,
L. I.**

PELL AND TIBBITS

REAL ESTATE

542 FIFTH AVENUE

NEW YORK

VANDERBILT 6285

AGENTS FOR THE
WAMPAGE REALTY CO.LONG ISLAND PROPERTIES
NORTH SHORE SECTION

June 21, 1922.

Carl G. Fisher, Esq.,
727 North Capital Ave.,
Indianapolis, Ind.

Dear Mr. Fisher:-

The best we could do was \$2750. to September 15th for the DuPont house. Mrs. DuPont was insistent upon these terms, as she wants to occupy the house during the Fall, and her proposition was, as we telegraphed you, \$2500. to September first and \$3000. to October first. The house will be fully furnished except linen, and she may leave some of that. It is one of the most desirable water fronts on the North Shore, and I am sure you will like it. I am sending the duplicate copy of the lease to Philadelphia to be signed by Mrs. DuPont.

We have just been made agents of the MacKelvie property at Sands Point, and we are going to advise the owner to lease the property, if it is not sold soon. If you like Sands Point for the summer you might lease the MacKelvie place unfurnished with an option to buy.

Very truly yours,

Pell and Tibbits,

HRT:JEF

ENC.

Lease.

Commences, JUNE 23 19 22

Expires, SEPTEMBER 15 19 22

MRS. L. V. B. DUPONT

TO

MR. CARL G. FISHER

PELL AND TIBBITS
Real Estate
NEW YORK



hold, and enjoy the said demised premises for the term aforesaid.

And the said party of the first part does covenant that the said party of the second part, on paying the said rent, and performing the covenants aforesaid, shall and may lawfully and lawfully have and enjoy the said premises, the house and premises to be clean, and left in good order, and damages by the elements excepted, the house and premises to be clean, and left in good order.

And at the expiration of said term, the said party of the second part will and shall surrender the same to the said party of the first part, together with all the furniture, fixtures, and effects therein, and the same to be taken out of said house at any time, and to be left in good order, and damages by the elements excepted, the house and premises to be clean, and left in good order.

And the party of the second part further expressly covenants and agrees to keep the furniture, fixtures, and effects therein, and the same to be taken out of said house at any time, and to be left in good order, and damages by the elements excepted, the house and premises to be clean, and left in good order.

This Agreement, made the 21st day of JUNE A. D. 19 22

Between

MRS. L. V. B. DUPONT

of

ST. JAMES HOTEL, PHILADELPHIA, PA. party of the first part; and

MR. CARL G. FISHER

of

727 NORTH CAPITAL AVE., INDIANAPOLIS, IND. party of the second part;

Witnesseth, That the said party of the first part has letten, and by these presents does grant, demise, and to farm let, unto the said party of the second part, ALL that certain House and other buildings, with the land thereto belonging, said property containing ABOUT TWO ACRES

more or less, known as the

DUPONT

place, and situated at

SANDS POINT, NASSAU COUNTY, NEW YORK

with the appurtenances, together with the Furniture mentioned in the schedule or inventory which is to be a part of this Lease, and to which reference is hereby made, the same being examined by the said parties at the time of taking possession, and approved and signed by them; for the term of Two months and Twenty-Three days

from the 23rd day of June A. D. 1922

to the 15th day of September A. D. 19 22

at the Total rent or sum of Twenty-Seven Hundred & Fifty Dollars

to be paid as follows, viz.:

<u>One Thousand Three Hundred</u>	Dollars,	<u>1375</u>	<u>00</u>	On signing of Lease; and
<u>Seventy-Five</u>	"			"
<u>One Thousand Three Hundred</u>	"	<u>1375</u>	<u>00</u>	" <u>August 1</u>
<u>Seventy-Five</u>	"			"
		<u>2750</u>	<u>00</u>	

the party of the second part hereby agreeing to pay all ~~water~~ and charges for gas, electricity and telephone during said term, in addition to said rent.

And it is further agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises and remove all persons therefrom, the party of the second part hereby waiving any notice to quit possession, or of intention to re-enter, under the statute of the State of NEW YORK

And the said party of the second part hereby covenants to pay to the said party of the first part the said rent, as herein specified.

And the said party of the second part further covenants that ~~HE~~ will not assign this lease, nor let or underlet the whole or any part of said premises, nor make any alteration therein, without the written consent of the said party of the first part, nor drive any nails in walls or ceilings, and that

HE will not occupy or use the said premises, nor permit the same to be occupied or used for any business or purpose deemed extra hazardous on account of fire or otherwise, nor shall the same be permitted to remain vacant or unoccupied exceeding ten days at any one time without the like consent.

And the said party of the second part further covenants that **HE** will permit the said party of the first part or **HER** agent to show the premises to persons wishing to hire or purchase ~~on~~ and after the ----- day of ----- next preceding the expiration of the term above mentioned, and will after said date permit the usual notice of "To let" or "For sale" to be placed upon the said premises and remain thereon without molestation -- by appointment.

And it is further agreed between the parties to these presents that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire, the same shall be repaired as speedily as possible at the expense of the said party of the first part; that in case the damage shall be so extensive as to render the buildings untenable the rent therefore shall cease until such time as the buildings shall be put in complete repair; but in case of the total destruction of the premises, by fire or otherwise, the rent shall be apportioned and paid up to the time of such destruction, and if overpaid, such overpayment refunded, and then and from thenceforth, this lease shall cease and come to an end.

And the party of the second part further covenants and agrees that said premises shall not be used as a boarding or lodging house or for any purpose whatever except that of a private residence for one family, and that the grounds shall be kept at all times in neat order and condition.

And it is further agreed that the party of the second part shall permit no waste or injury to the furniture and fixtures in said house or on said premises, or to trees, shrubbery or vines thereupon; and shall at **HIS** own expense make all required repairs to the plumbing works, range and gas or electric fixtures, whenever damage shall have resulted from misuse or neglect, it being understood that the party of the first part is to have the same in perfect order when giving possession.

And the party of the second part further expressly covenants and agrees to keep the furniture enumerated in said schedule or inventory and which is contained in the said house, in good order and repair at HIS own proper cost and expense, and also to pay for, replace or make good, any and all damages, breakage, or loss, to said furniture, crockery, glass and other wares (excepting loss or damage by fire,) and not to permit the same or any article thereof to be taken out of said house at any time, and to surrender and deliver up said furniture at the expiration of said term, the ordinary reasonable use and wear thereof excepted.

And at the expiration of said term, the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, the house and premises to be clean, and left in good order.

And the said party of the first part does covenant that the said party of the second part, on paying the said rent, and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy, the said demised premises for the term aforesaid.

And it is hereby agreed between the parties hereto that, should the term of this lease be extended or the lease renewed, the party of the first part will pay to PELL AND TIBBITS the usual commission on such extension or renewal.

And it is further understood and agreed that the covenants and agreements contained in the within lease are binding on the parties hereto and their legal representatives.

In Witness Whereof, the parties to these presents have hereunto set their hands the day and date above written.

MR. CARL G. FISHER

PELL AND TIBBITS

Real Estate

NEW YORK

Robert Powell

June 26, 1922.

Messrs Pell & Tibbits,
542 Fifth Avenue,
New York City.

Dear Sirs:

Enclosed find lease for the Sands Point, L.I., house
of Mrs. J. L. B. duPont duly signed by Mr. Fisher and check in the sum
One Thousand Three Hundred and Seventy-Five dollars to cover one
half the full payment on the said lease.

Yours very truly,

Secretary.



Aug 10th

THE ESSEX AND SUSSEX
SPRING LAKE BEACH
NEW JERSEY

Dear Mr Pell -

I am enclosing
bills for telephone and
~~light~~ - will you kindly
see that Mr Fisher
gets them. They are
for the month of July
so of course they are
his. Thanking you
sincerely Josephine DePout

New York City
Aug. 15th, 1922

Pell & Tibbitts,
542 5th Avenue,
New York City.

Gentlemen:

Please advise what price you put on
the point of land extending into the Bay, and
located south of the cottage I am occupying.

If you have a blue print of this land,
please mail, with the dimensions, and also advise
if this land is restricted against hotels or
apartment houses.

Yours very truly,

CARL G. FISHER

CGF-MPC

PELL AND TIBBITS
REAL ESTATE
542 FIFTH AVENUE
NEW YORK

AGENTS FOR THE
WAMPAGE REALTY CO.

LONG ISLAND PROPERTIES
NORTH SHORE SECTION

VANDERBILT 6285

August 16, 1922.

Carl G. Fisher Esq.
Heckscher Bldg.
Fifth Avenue, 57th St.,
NYC:

Dear Sir:

Replying to your favor of August 15, with reference to the purchase of the Point owned by the Wampage Realty Company near the house you occupy.

The company has never put a price on it as they have permission from the Town to fill in and extend the water line in the bay and improve it in other ways. There are no restrictions on the property, but they have always believed a hotel on the point would in some ways make the balance of the land less desirable, inasmuch as it would lose the privacy it now has. We have no accurate survey of the point at present, but there are about 3 1/2 acres of upland at present time.

Barkers Point owned by the Cornwell estate is a wonderful location for a hotel. Property contains about 100 acres with a very long water frontage. This property can probably be bought for less than four thousand (4000) an acre for the whole tract. One of the finest undeveloped points of Long Island Sound, within 50 miles of New York, and the price is cheap.

We have just heard from the owners of the Mackevlie estate property. It is owned by a corporation and it takes a long time to get any action from them. They intermated that a mortgage of one hundred thousand (100,000) would be left on the property, about twenty-five thousand cash, and balance in Bonds and Stocks, as you suggested. The security of which they may wish to investigate before closing any transaction,

If you have not been over the Cornwell estate call me up any time and I will go over it with you.

Yours very truly,

Henry R. Tibbits.

Tiber

New York City
Aug. 17th, 1922

Mr. Henry R. Tibbetts,
c/o Pell & Tibbetts
542 Fifth Avenue,
New York City.

My dear Mr. Tibbitts:

Replying to yours of the 16th. I have found a place of about 20 A. which suits me very well for my horses and barns, and now that I have this place it considerably changes my desire for a house with barns and large grounds to look after.

I expect now to look for an altogether different residence location, and I think that I will come in closer to New York, if possible. However, I am going to let Mrs. Fisher do some of this looking around now herself.

Yours very truly,

CGF-MEC

New York City
Aug. 21st, 1922.

Pell and Tibbits,
542 Fifth Avenue,
New York City.

Gentlemen:

Will you please advise me if you have sold the new white house that is around the corner from the little house I am occupying?

If not, what would be the price of this house with 200 feet of frontage, and is it possible to purchase land to fill 400 feet or 500 feet in front of the house?

Very truly yours,

Carl G. Fisher

GGF-MTC

PELL AND TIBBITS

REAL ESTATE

542 FIFTH AVENUE

NEW YORK

VANDERBILT 6285

AGENTS FOR THE
WAMPAGE REALTY CO.LONG ISLAND PROPERTIES
NORTH SHORE SECTION

August 28, 1922

Carl G. Fisher, Esquire
Fifth Avenue & 57 Street
New York City

Dear Mr. Fisher

We have just heard from Mrs. Du Pont who has been away and she does not seem to know very clearly what she wishes to do about extending or cancelling your lease. She said she thought she ought to get \$900 for one month from September 15. She also wants the balance of the rent due August 1 from you.

In regard to the new house owned by the Wampage Company they are holding it at 55,000 as is. The plot has a water frontage of 157 feet and 180 on the road, containing about 30,000 square feet. The line along the water front is what is known as the average high water. All land beyond that is owned by the town of North Hempstead. It might be possible to get permission to fill in a short distance of 40 or 50 feet but it would be impossible to get permission to extend anything like 400 feet.

The buildings on the Mackelvie property have been painted and revenated and the place looks much more cheerful than when you saw it last. I may be able to get a proposition from them. In regard to taking bonds and stocks but it takes about two weeks to get an answer from them.

Yours truly,

Henry R. Tibbits,

New York City.
Aug. 30th, 1922.

Mr. Henry R. Tibbetts,
542 Fifth Avenue,
New York City.

My dear Mr. Tibbetts:

Replying to yours of the 28th. I have a check on my desk for \$234.14, which was made out by the Indianapolis office, but I am not sure now whether this is the balance or not. Since you have received all payments, and some of them were from this office and some from Indianapolis, I will appreciate it if you will make out a statement of the amounts paid; also, tell me how I am to adjust for the coal and wood which I have used.

I can't say at this time what I will do after Sept. 15th. It may be that the weather will be such that I wouldn't care for the cottage; so I think we will let the matter drift along as it is for another two weeks until I can make up my mind.

The plat which I inquired about would not interest me without riparian rights of at least four or five hundred feet.

Thank you for calling my attention to the Mackelvie property, but on account of the location and the distance from the city it would not suit me.

I have just made a purchase of a very good twenty acre place that will answer for the horses and as a club house, and now, I can get along with a smaller place with water frontage for a permanent home site.

Very truly yours,

Carl G. Fisher

CGF-MEC

Long Island.

Contract dated, Sept. 13, 1922
with John Titus, Oyster Bay.

Consideration \$ 35,000.00

TERMS -

On Contract	1,000.00
On Oct. 16th, 1922	4,000.00
On closing, Nov. 14, 22.	8,000.00
Mortgage	<u>22,000.00</u>
	\$ 35,000.00

MORTGAGE PAYMENTS -

July 1, 1923	<i>Pd</i>	\$ 2,500.00
Jan. 1, 1924		2,500.00
Jan. 1, 1925		5,000.00
Jan. 1, 1926		5,000.00
Jan. 1, 1927		<u>7,000.00</u>
		\$ 22,000.00

Interest 6%; Semi-annually.

Closing of Title: At McCoun & McCoun
P.O. Bldg.
Oyster Bay, L.I.

Special Clauses:

Description: 17.0935 Acres, more or less
as per Survey, Sept. 24, 1914.

Possession: Forthwith first party (Titus)
to serve notice on monthly tenants.

Right to C.G.F. to enter at once for
improving and repairing etc. subject
to rights of monthly tenants.

EAST WILLISTON PROPERTY (contd)

C.G.F. pays all recording, tax on mortgages, stamps and \$15.00 for bond and mortgage.

Rents adjusted.

Five clause. C.G.F. assumes all "risk".

Contract acknowledged Sept. 13, 1922 by Titus before Richard P. McCoun, Notary Pub.

INSURANCE POLICIES:

8025 Niagra	\$8125.00	Expires	2/20/23.
2196419 Boston	4250.00	"	8/15/24.
16 Franklin	8125.00	"	2/20/23.
5064 Nat.Lib.	5000.00	"	9,26/23.

\$25500.00

October 19, 1922.

Mr. Paxson Deeter,
c/o Bell, Kendrick, Trinkle & De ter,
1330 Land Title Building,
Philadelphia, Pa.

Dear Sir:

Relative to your letter of Oct. 12th concerning the telephone bill enclosed I am convinced there appears to be some confusion about same.

You will note the local service charge is for the month ending Oct. 31st. Mr. Fisher did not occupy the house during October having given possession about the middle of September. The toll service is correct and check for \$8.21 is enclosed to cover the same. The account "bill rendered" amount \$29.83, was paid on Oct. 5 with check No. 390.

As I see it the enclosed check for \$8.21 covers all of Mr. Fisher's obligations. I will be pleased to be advised if you find otherwise.

Yours very truly,

A. B. Reed,
Secretary.

LAW OFFICES
BELL, KENDRICK, TRINKLE AND DEETER

1330 LAND TITLE BUILDING

PHILADELPHIA

JOHN C. BELL
MURDOOH KENDRICK
WILLIAM N. TRINKLE
FAXSON DEETER
JOHN C. BELL, JR.

JOHN THIEL
W. FOSTER REEVE, III

October 12th, 1922.

*File
duPont*

Art. 100

Mr. Carl G. Fischer,
Heckscher Building,
5th Street and Fifth Avenue,
New York City.

Dear Sir:

Mrs. Josephine L. B. duPont, whose house you rented on Long Island, has received the enclosed bill from the New York Telephone Company, covering the period of your occupancy.

I notice that it also covers a bill previously rendered - - previous bills Mrs. duPont had forwarded to Pell and Tibbits, with the request that they mail them to you - doubtless they neglected to do so.

Will you kindly pay this bill directly to the New York Telephone Company to save the circuitry of writing us and then our writing to the Telephone Company.

Very truly yours,

BELL, KENDRICK, TRINKLE & DEETER

By: *Faxson Deeter*

PD:LMS.

LAW OFFICES
BELL, KENDRICK, TRINKLE AND DEETER

1330 LAND TITLE BUILDING

JOHN O. BELL
MURDOOH KENDRICK
WILLIAM N. TRINKLE
PAXSON DEETER
JOHN O. BELL, JR.

PHILADELPHIA

October 21st, 1922.

JOHN THIEL
W. FOSTER REEVE, III

Mr. A. B. Reed,
Secretary to Carl G. Fisher,
Indianapolis, Indiana.

Dear Sir:

Thank you for your letter of October 19th, enclosing your check to the order of the New York Telephone Company for \$8.21, in payment of the toll charges contained in the bill of the Telephone Company of October 1, 1922.

We agree with you that the service charge \$5.75 is properly chargeable to the purchaser of Mrs. duPont's property, you not having occupied the cottage after the middle of September. We note that the item of \$29.83 "bill rendered" was paid by you on October 5th.

Thanking you for your attention, we are,

Very truly yours,

BELL, KENDRICK, TRINKLE & DEETER

By:

Paxson Deeter
PAXSON DEETER.

LMS.

Dec 1st

Mc
Please
check up

Mr Carl Fisher

Dear Sir

Enclosed please find
light bill for months
you had my house
I enclosed a check
for 1.17 which is for
month after you left
I send this so as to
save time as bill

is long overdue and you
can send my check with
yours direct to Kasan Lyle
Co. Mr Pell no doubt
neglected to send you
bills before I have always
forwarded same to him.
I will appreciate it - if you
will give this matter your
immediate attention

117/22
24/21

Very truly yours
Josephine Dubout.
(Mrs J. H. Dubout -
Green Hill Farms
Overbrook
Phila Pa.

P.S. I asked Mr Pell also to
take up the matter of coal
with you but have heard nothing
so if you will kindly send me
check for what you used I will
appreciate that also

Separate
no. 1000.

See above
Put on binder
and

EAST WILLISTON PROPERTY

STATEMENT

WINTER & WINTER

Dec 7, 1922

To	Professional services rendered re: E. Williston property	\$	150.00
Sept.	Office disbursements		1.41
Oct.	" "		.58
Nov.	Exchange on check		.28
	U.S. Documentary stamps on martgage		11.00
	Recording mortgage		110.00
	Recording deed		2.50
	McCoun & McCoun for drawing cond & mortgage		15.00
	Interest on Burgess mortgage from Nov. 14th, 1922 to Nov. 27, 1922		14.08
	Interest on McCoun mortgage from Nov. 14th, 1922 to Nov. 27, 1922		8.80
	Office disbursements		8.92
	Title Guarantee & Tr. Co. for title policy and survey		286.50
	Telegrams		8.94
	Railroad fares to E. Williston		1.54
	Closing title		8,000.00
		\$	8,619.55
	By check received		8,000.00
		\$	619.55

SANDS POINT MORTGAGE
Between Carl G. Fisher
and Merton E. Kinsley,
640 West End Avenue, New York

TOTAL	\$80,000.00
March 1, 1924	10,000.00
March 1, 1925	30,000.00

and the residue of said principal indebtedness on March 1, 1926, together with interest upon the whole sum, or upon so much thereof as shall from time to time remain unpaid to be computed from the first day of Sept. 1923, at the rate of six percent per annum, and to be paid on the first day of March ensuing the date hereof and semi-annually thereafter

December 20th, 1922.

Mrs. J. H. DuPont,
Green Hill Farms,
Overbrook, Phila., Pa.

Dear Mrs. DuPont:

Replying to yours of recent date, we have sent check to Nassau Light Company for \$24.72, also enclosed your check for \$1.17.

Regarding the coal, Mr. Fisher had a load of coal put in the house when he left there, which would more than take care of the amount used by him.

Very truly yours,

Secretary to Mr. Fisher.

MEC

Copy

Arthur W. Keevil Chr.

J. Henry Decker, Treas.

Ed. J. West, Sec.

Board of Water Commissioners
Port Washington Water District
Port Washington, N.Y.

Jan. 8, 1925.

Waterside Realty Company,
Port Washington, L.I.,
N.Y.

Gentlemen:

Your letter of December 10, 1924, enclosing map of your property on Manhasset Bay, formerly belonging to Mrs Gallagher and setting forth the improvements you are making in connection with the development of this property and the cost of laying mains and hydrants, has been duly considered, and I beg to advise you that at a meeting of the Board of Water Commissioners held on January 7, 1925, a resolution was passed authorizing the undersigned to advise you that if 6" mains (Class "B" Bell Spigot pipe) were laid in your property as laid out on the map, the work done under the supervision of our Superintendent, Mr. Ketcham, and mains deeded over to us after they have been completed and approved, the Water District will supply you with the usual water service and will remit the actual cost (such cost to be checked and approved by us) of installing the mains not exceeding \$7,000 to you, without interest, in annual installments of \$1,000, a year, beginning in 1926; provided at least four houses per year are built on the property, or we secure new consumers therein at the rate of about four per year, so that we shall have at least 28 consumers before the entire cost shall be refunded to you.

If this arrangement is satisfactory, please have it confirmed in writing to us by the proper officers of your company.

Yours truly

Board of Water Commissioners,
Port Washington Water District,

By:

Edward J. West

Secretary

EJW:GM

THE WATERSIDE REALTY CORPORATION

Memo:

January 17, 1925

Mr. Fisher:

The gas company has made us an offer to install our gas mains free on the condition that we purchase Two Hundred shares (200) of their 7% preferred stock now selling at par of One Hundred Dollars (\$100). We requested a financial statement which they were not disposed to furnish or did not have on hand. It is thought that the stock must not be such an exceptionally good buy or they could readily dispose of it without making such concessions. The stock could probably be used as collateral for a loan from the bank up to Seventy-Five per cent of its face value but this would leave us with about Five Thousand Dollars (\$5000.00) still invested indirectly in the gas main installation.

Due to the fact that money invested in real estate projects probably nets more attractive returns than the above proposition I did not think you would approve of this plan except as a matter of policy and had promised the gas company to take the matter up with you.

Mrs. Redding, the tenant, in the house on Shore Road, has been quoted a price of \$15,000.00 on that property which they seem to think is too high. We did not care to negotiate a sale before this time as some of the topsoil deposit is located on that lot. From observations during the last month or so I have come to the conclusion they would not be extremely desirable as purchasers or occupants, and have requested Mr. L'Escluse to stiffen up the conditions of sale and take any suitable measure toward making the proposition unattractive. They would probably be a constant source of difficulties due to the fact they think they have certain rights as long-time occupants of the property.

In any event we will plan to proceed at once with alterations to the exterior.

Have given a seven-day option on the house nearest the water at a price of \$2,500.00 on the condition it is moved within thirty days. We estimate this amount with what we would have spent on alterations will build a new house almost as big and more attractive.

Yours very truly,

T. E. Ringwood

January 21st, 1925.

Mr. T. E. Ringwood,
Port Washington, L.I.

Dear Ringwood:

I have your report regarding gas mains, etc. You can go ahead and work these different items out as you think best. If it is necessary for us to make an investment now to save trouble in the future, we had better do so.

I would like to have as much of the rough work done as is convenient and practical before I come North the first part of April.

I think that you can do some work on the inside of the hangars this winter to have them ready for Purdy; the new roof, dormers, fixing of floors, etc. The material can all be there for the marine railway, even if it isn't installed.

Also, any other material that would delay rushing things to a completion in the Spring should be ordered now, with say, March delivery and the hangar could be used to store this material in, so as to rush through the finishing of the several projects.

The swimming pool must be covered with glass, and I think it should be about the same size as the pool at East Williston. I have decided we would have only four or six dressing rooms at the pool, as most people will probably dress in their homes. We must have a shower in the pool, and the floor of the dressing compartment around the spring board should be of cork, so that people will not slip. Tile is impractical. Springing boards should be ordered from Purdy.

By all means have the largest flag pole erected whenever weather will permit you to pour concrete.

Have you had a design made yet for the entrance gate, or will you draw your own designs for this job?

WATERSIDE REALTY CORPORATION REPORT

Jan. 12, 1925

The lease of town land was finally signed by the Town Trustees today and a check for \$400.00 for the first year's rental issued.

A letter confirming the verbal agreement with the Water Commissioners involving a refund of \$7,000.00 invested in water mains has been received. One stipulation requiring the addition of four consumers per year has been objected to as being too specific. As there are now 5 consumers on the property with two more houses to be built before spring, we can safely predict a total of 28 consumers in 7 years but the prospect of their being acquired at the rate of 4 per year is an entirely different proposition and a prediction of this kind might easily go wrong. A copy of the letter is attached.

A verbal agreement with the Gas Company has been made with regard to installation of gas mains, as follows: They will start work within 30 days after receipt of our check for \$3,000.00 covering the entire installation at the rate of 85¢ per foot of 4 inch main if we will open the necessary trench. They will do no trenching with their forces before spring when their regular rate is \$1.00 per foot for the job complete but the date when they would start would be indefinite. The Gas Company also made an alternative proposition which provided for \$1.50 per foot deposit which would be returned eventually by a rebate of 25% of the Gas Company's gross receipts from consumers on this property. This would call for an outlay of about \$5300 which would not be entirely repaid in less than 17 years assuming say 20 consumers with an annual gas bill of \$60.00. Many of the consumers will probably be seasonal residents and when lost interest on the additional investment is considered, it is thought cheaper to pay \$3,000.00 and charge it to development expense rather than invest \$5300 with Gas Company. The 15% reduction is not sufficient to cover the cost for trenching in frozen ground but if we delay this work until spring it will in turn delay our paving which we plan to start just as soon as it thaws. As it is there are a sufficient number of things which will have to be left until spring.

Excavation for the first house has been started on the lot at the south end of Shore Court which is where Mr. Fisher wished one of them built. This particular lot has less frontage than the rest but has an excellent view and will likely sell more readily as improved property than otherwise. Also the house can be readily seen from Shore Road.

A Survey made by the Title Guarantee Company which we have been waiting for before making any maps for record has been received and returned for correction on account of material differences between it and original survey on which the Murray Estate acquired the property. No payment for the work will be made until these two maps agree more accurately.

Part Washy to LI
OJF

WATERSIDE REALTY CORPORATION REPORT(Cont)

Concrete foundation wall under the hangar is being poured.

Digging of trench for main line of storm sewer was carried as far as was practical until contractors are ready to lay the pipe.

Soundings taken at the location for dock chosen by Mr. Purdy indicate that 300 ft. dock will be necessary to reach 10 feet of water at low tide. These soundings have been forwarded to Mr. Purdy and the permit for dock construction applied for on that basis. A 200 ft. dock would reach 7 feet of water at this location.

The job of laying water mains is about 80% complete.

House No. 2 has been painted outside and the roof stained.

T. E. Ringwood
T. E. Ringwood.

RECEIVED
Carl G. Fisher Properties

JAN 17 1925

Referred to.....

Ans.....

Port. Wash
March 1925

MEMO

Mr. Fisher

Have advised Mr. L'Ecluse to reserve the corner lot behind your office for Mr. Schilling. We had not planned on getting 10,000 for these lots and had them on our map for 8000. but as the houses are 4 being moved and as the property is sloping up these/lots look more desirable and I believe will sell for 9000. and probably 10,000. later.

We had delayed making the final map for filing to avoid tax assessment on the basis of lots and blocks. This map will be filed this week and will be essentially the same as that forwarded you except that private roads and buildings will not be shown.

To date no attempt to advertise has been made and we have not given out any definite information as to prices. The local reporter for the Port Washington News solicited some data and I gave them the usual figures they ask such as the contents of the swimming pool in gallons, the length of the dock and number of trees planted, etc.

The developement itself has enough unusual features to attract attention and there is no development in this vicinity which is similar enough to be competitive. Mr. L'Ecluse is going to take the editor of the local paper over the property this week, but we do not want to give out information which might create an impression not in accordance with your plans for the selection of buyers from among your friends when you come.

The large concrete mixer is all set up to start pouring of concrete roads and forms are being set. The flag pole is up and your plot is being graded.

Poles for electric light wires and telephone wires are being set along the north and south property line.

T. E. Ringwood
T.E. Ringwood

February 15th, 1925

7-111
DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

April 9, 1927. Part Wash.

Mr. Carl G. Fisher,
Montauk Beach Development Corporation,
Heckscher Building,
New York, N. Y.

Dear Carl:

I have your letter of the 7th, and am glad that you made a good sale of your house at Sands Point. Of course, that was a delightful place, but as you say, you are alone, so to speak, and you can put the money to work and make twice that amount out of it. I was interested also to know that you succeeded in getting your loan. You have a big proposition. When you get through with this big thing at Sands Point you should then sit back and look wise.

I will be on hand for the fishing in early June. Watson is leaving in a day or two for California and when he gets back I will take it up with him and I am sure we can arrange a fine party.

Sincerely yours,

James J. Davis

Part Washington

April 14, 1927.

Mr. Albert Champion,
A C Spark Plug Company,
Flint, Michigan.

Dear Albert:

No doubt you will be interested to know that I sold my house at Sands Point for \$400,000 to a fine club, and they are going to put a new addition to it on the south. This will give me some additional funds to work with this summer and also to start my Montauk house.

Everything is looking wonderful at Montauk. The hotel is the nicest job I have ever seen and the office building is also very good looking. The new bank building is almost completed, a couple of apartment houses, a large number of store rooms and quite a number of new houses are finished so you will be surprised when you see the place.

kindest regards.

Sincerely,

Carl G. Fisher.

CGF/EVF

Bayview Colony

Bayview Colony, a Carl G. Fisher development, is situated at present on Manhasset Bay, Port Washington, Long Island, New York. It embraces at present twenty-five ideally situated residential plots, four of which are improved with well appointed year-round houses.

Bayview Colony is situated on the finest land-locked harbor on Long Island and is surrounded by three prosperous yacht clubs. Manhasset Bay is the scene of much of the yachting activities around New York City. The Colony is improved with excellent concrete pavements, gas and water mains, street lighting system and electric and telephone lines. It is so situated that any lot gets a full view of Manhasset Bay. The streets of Bayview Colony are private, which, with the salt tinged air, sunlight and sandy beach makes it an ideal place for children. A home in the Colony can be a year-round home at the seaside.

Port Washington, only forty-five minutes from Broadway, affords excellent schools and churches and is a very high class community. It is the home of some of America's noted literary, theatrical, professional and business men and women. It is surrounded by many of the most beautiful estates on Long Island, with excellent automobile roads and hourly service on the Long Island Railroad, it is within easy access of New York. Its real estate development during the past few years has been phenomenal and it is fast becoming one of the most attractive suburbs of New York City.

Among the attractions of Bayview Colony is an enclosed swimming pool, an excellent tennis court, a dock extending out into Manhasset Bay with a depth of ten feet at mean low tide, and a clean gravelly beach for those who prefer outside bathing to that of the pool. The dock is three hundred feet long and twenty feet wide and is equipped with a landing stage and floats for small boats. The tennis court is regulation size, 120 feet by 60 feet. The enclosed swimming pool is 75 feet by 25 feet. The pool is equipped with adequate lockers, shower, toilet and spring board, and is the scene of delightful and healthy recreation throughout the season.

The present residences of the colony and property owners are as follows: Austin F. Knowles, S. Jarvis Adams, E. D. Purdy, J. G. Purdy, Bobb Jay, C. B. Bowen, A. B. Reed, Mrs. R. G. Johnson, E. A. McCluse, C. F. Chapman, T. E. Ringwood, John Keegan, E. Thompson, Albin Pearson, J. J. Ricks, Leon Andrus, Edward Lyon, C. Atwater, I. E. Schilling, Harry Berg, C. S. Bragg, W. L. Thomas and Charles Appleyard.

Under the restrictions of Bayview Colony the property can be used for residential purposes only, with the exception of plots 60, 63, 65, 70, 75, 80 and 85. Plots 60, 63, 65, 70 and 75 are available for use for Hotel or Club purposes. These lots border on the waterfront and cannot be excelled on Long Island for the purpose for which they can be used. These plots are bounded on the west (waterfront) by a strip of leased land 150 feet deep extending across the front of the property. This land is leased from the town of North Hempstead for a period of fifty years; the lease expires in 1975.

Plot 85 is the property owned by the Purdy Boat Company, which is modernly equipped and appointed, and with an excellent marine railway extending from the shop into deep water.

Plot 80 embraces the ground on which the swimming pool and tennis court are situated. This plot is of ample size for an additional tennis court and playgrounds.

Practically every plot remaining unsold is 100 feet by 100 feet or more.

The roadways and lot lines are definitely established by privet hedges, which, with other shrubbery, makes Bayview Colony an attractive and delightful residential place.

The residences for sale in Bayview Colony are as follows:

House Number 6 on lot 40, block 1700-A, lot 100' frontage by 115' deep, fronting on North Court. This house is a two story residence built in 1925, clapboard siding, shingle roof. On the ground floor there is a large living room with a brick fireplace on the west side; a large entrance hall, dining room, kitchen, butler's pantry, ice-chest room, maid's bedroom and bath room. On the second floor there are four master's bedrooms, two of which have connecting bath, the other two being accommodated by a separate bath. All bath rooms and kitchen are white tiled with hardwood floors, as are all other floors in the rooms and halls. This house has a basement under the entire building in which is situated an adequate steam furnace. At the rear of this house is a two-car garage and laundry connection.

House Number 4 on lot 120, block 1700-A, lot 120 frontage by 123 feet deep. This house is a two-story residence built in 1925, clapboard siding, shingle roof. On the ground floor there is a large living room with a brick fireplace on the east side; a large entrance hall, dining room, and a parlor facing Massachusetts Bay, kitchen, maid's room, ice-chest ~~room~~ room, and lavatory. On the second floor there are three master bed rooms with awning covered porches extending off from each. In addition to these porches, there is a third, an open porch on the south side of the house. A basement extends under the entire house excepting the sun parlor in which is situated the hot water heating system. At the rear of the house is a two-car garage adjoining chauffeur's quarters which embrace sleeping room, shower bath and washroom. The laundry is situated in the basement of the main house.

House number 7 on lot 100, block 1700 A has a lot frontage of 100 feet by 178 feet deep. This house is a two-story residence built in 1925, stucco siding and red tile roof. On the ground floor there is a large living room with a brick fireplace on the west side, large entrance hall, dining room, kitchen, butler's pantry, ice-chest room, maid's room and private bath room. On the second floor there are four master bed rooms, two of which have connecting bath, the other two being accommodated by a separate bath. All bath rooms and kitchen are white tiled with hardwood floors, as are the floors of the other rooms. This house has a basement under the entire building in which is situated an adequate steam furnace. At the rear of this house is a two-car garage with chauffeur's room and lavatory connecting.

House number 1 on lot 30, block 1700 A, lot 100 feet frontage on Main Street by 129 feet deep. This house is a two story frame residence with slate roof and is so laid out that it can be used as a two family house or a one family house. This house was built ten or twelve years ago and as a two family house embraces six rooms on each side. As a two family house the ground floor embraces kitchen, dining room and living room with three bed rooms and a bath on the second floor. There is empty room on the third floor for two additional rooms on each side. The house is provided with two separate furnaces. At the rear of the house is a two-car frame garage built in 1925.

The office building on lot 60, block 1700 A is situated in a spacious lawn almost entirely surrounded by shrubbery on the east and south side with a clear open view of Manhasset Bay on the west and north sides. This building is large commodious residence, 66' by 45', clapboard siding, shingle roof, two story with a large storage attic on the third floor. On the ground floor is a large living room with a brick fireplace on the south side, entrance hall from which a colonial stairway leads to the second floor, a dining room, butler's pantry, maid's room and bath, kitchen and ice chest room. Off the hall on the main floor there is a lavatory and an exit to the rear of the building, the main entrance being on the Manhasset Bay side. On the second floor are four commodious rooms, two of which have connecting bath, one a separate bath, all of which are suitable for bed rooms. The baths are tiled and modernly equipped in every way. Across the entire front of the building, (front facing Bay) are two spacious covered verandas from which the yachting activities of Manhasset Bay can be enjoyed. This building is heated by steam generated by an automatically controlled oil burner. One hundred feet to the rear of this building is a three car manor garage, the upper floor of which is an apartment for caretaker or household servants.

Residence No. 4 and No. 7 are tastefully finished, sufficient complete for a family to move in and occupy with comfort at a moments notice.

DETAIL

<u>Block</u>	<u>Lot</u>	<u>Price</u>
1700 A	1	\$ 9349.00
	10	8983.00
	15	8983.00
	20	8983.00
	30 No. 1 House; 2 family, unfurnished	22000.00
	35 un-	9317.00
	40 No. 6 House, furnished	23000.00
	45	9317.00
	50	9317.00
	60 Office Residence, unfurnish- ed	125000.00
	65 Waterfront lot	44000.00
	66 Waterfront lot	44000.00
	70 Waterfront lot	44000.00
	75 Waterfront lot	44000.00
	95	11000.00
	100 No. 7 house, furnished	48200.00
	120 No. 4 house, furnished	40700.00
135	9317.00	
145	8983.00	
150	11513.00	
155	9349.00	
1700 B	25	11000.00
1700 C	5	10450.00
	10	10450.00
	30	11000.00
	35	11000.00

Revised price list September 14, 1927.



January 14, 1929.

Mr. M. E. Foley,
807 Traction Building,
Indianapolis.

Dear Mr. Foley:

I have yours of the ninth. I am very glad to hear that Elmer has a good outfit to buy the engine company. I was afraid it would get in the hands of stock speculators. Sorry our buildings are in such poor condition. At one time we had a rule on Capitol Avenue that the sidewalks were not to be used to display second hand tires and other junk. We had an association which would not allow crooked and cheap methods of advertising on the windows. The last time I was in the city, I noticed these rules had all been disregarded and the street is rapidly deteriorating and becoming a junk heap. This is largely due to Trotter's complete inefficiency in looking after the buildings and keeping the tenants in line and working in harmony to build up Capitol Avenue. Our buildings certainly should be kept in repair and kept clean.

I don't know what the \$500. a month man is doing. If he is not selling property enough to make him his salary, then there is another drain on the company that could be whittled down. Five hundred dollars a month spent on good carpenters and masons in the upkeep of our property would produce some results. As I understand it, we now have an expense of \$790. a month, besides stamps. In other words, \$1,000. a month. If you segregate the property into that which is possibly to be sold, you have a very small amount of property to lay this much expense against.

I think it is probably best for me to send an auditor up there and let him make suggestions for the collection of the accounts and give me the low-down figures on just what the outstanding accounts are worth.

Mr. M. E. Foley,
January 14, 1929,
Page 2.

At \$8,000. a year we always could get a first class man in Indianapolis and a man who could produce more than his salary. I doubt very much whether this man is producing half his salary. A great part of our property there will only be sold as it is actually needed. It cannot be forced on the market and it cannot be sold for speculative purposes, and this angle must be carefully considered.

I would like to insist that I have a monthly statement of collections, sales, and expenses. Certainly I am entitled to this report and I intend to have it. I wish you would see to it that I get it.

Also I notice the young lady in charge of the accounts is in Trotter's down-town office. I cannot possibly see how it is necessary for us to have more than one office for these collections and what business they have to handle. Such sales as Elmer Stout has made are bound to crop up and can only be handled by Elmer Stout.

I have a property at Port Washington which involves three times the value of the Speedway property at Indianapolis. We have seven houses on the property, a dock, office building, book accounts, collections, notes and the maintenance and care of the grounds. A general manager and collector keeps everything in first class shape for a salary of \$300. a month -- and he is damned glad to have the job. I would like to see you get some such a man in Indianapolis to take care of this handful of notes and whatever business there is to do; of course, under the direction of Mr. Stout and yourself. The idea of paying a man \$300. a month to run around outside and play pool a part of the time, and a book-keeper in addition, and two offices, is not right. All you have to do to prove that this is not proper is to go back over the receipts and expenditures for the last eighteen months to two years.

Port Wash

Mr. H. E. Foley,
January 14, 1938,
Page 3.

There is a young man in Indianapolis by the name of Frank Moore who was with me for years. He is a good bookkeeper, a very good salesman; he is conscientious and a hustler and I will vouch for his honesty. He can take over the whole job at \$300. a month and do it better than it is being handled now. We can get rid of this bookkeeper and your \$500. a month man, and he furnishes his own automobile. He can sell more property than Trotter could, if you have any buyers or any demand. If there are no buyers or no demand, you are at least saving about \$400. a month which is worth while to save.

Yours very truly,

GGF:T

Copy to Mr. Stout.

Mr. M. E. Foley
January 15, 1939,
Page 4. P.S.

It has just occurred to me that the firm of Gregory and Apel could take over our interests and handle them on a commission basis much better than they are being handled at the present time.

Also, it has further occurred to me that it might be possible to make a division of the property which will allow me to handle my property as I see fit.

CGF:T

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	CABLE LETTER
NIGHT LETTER	WEEK END LETTER

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
7	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

MARCH 27, 1929

ARTHUR B. REED. WATERSIDE REALTY CORPORATION PORT WASHINGTON NEW YORK

SANDS POINT PLACE HAS BEEN SOLD WILL WRITE PARTICULARS

C. G. FISHER.

CGF:T

CHARGE THE CARL G. FISHER COMPANY.

CUTHELL, HOTCHKISS & MILLS

20 PINE STREET

NEW YORK

Port Wash
WASHINGTON OFFICE
INVESTMENT BUILDING
WASHINGTON, D. C.

CHESTER W. CUTHELL
HENRY G. HOTCHKISS
ABBOT P. MILLS

WILLIAM R. CRAWFORD, JR.
FRANCIS S. APPELBY
HOWARD OSTERHOUT
JOHN J. REDFIELD

April 8, 1929.

Carl G. Fisher, Esq., President,
The Waterside Realty Corporation,
c/o The Carl G. Fisher Co.,
Miami Beach, Florida.

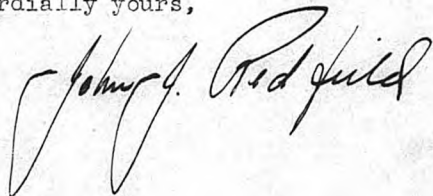
Dear Mr. Fisher: In re Sale of Sands Point Property.

Herewith enclosed in duplicate is the proposed form of contract for the sale of your Sands Point house, which form has been approved by the Counsel for the proposed purchaser. Will you kindly date, sign and return both duplicates of this contract as soon as possible? Upon receipt I shall see to it that the contract is properly executed by The Erse Corporation.

We have had great reports up here on the wonderful season which Miami Beach has enjoyed this winter. I am awfully glad, and I know you are, that such has been the case.

I trust that I may have the pleasure of seeing you some time in the near future around this neck of the woods!

Cordially yours,



JJR:H
Enc.

Recorded in Clerk's Office
Nassau County in Liber 1399
Page 342, May 20, 1929.

Thos. S. Cheshire
Clerk

Sands Point Property.

C O P Y

The Erse Corporation

To

The Waterside Realty Corporation

MORTGAGE

May 16, 1929

Prepared by J. J. Redfield
c/o Cuthell, Hotchkiss & Mills,
20 Pine St., New York.

This mortgage made the 16th day of May, Nineteen hundred and twenty-nine, between THE ERSE CORPORATION, a New York Corporation, with an office for the transaction of business at 52 Vanderbilt Avenue, City, County and State of New York, the mortgagor, and THE WATERSIDE REALTY CORPORATION, a New York corporation, with principal place of business at Port Washington, County of Nassau and State of New York, the mortgagee,

WITNESSETH, that to secure payment of an indebtedness in the sum of One Hundred Sixty-two Thousand Five hundred (\$182,500.00) Dollars, lawful money of the United States, to be paid in three (3) installments as follows:

\$54,166.66 on May 16, 1930,
\$54,166.67 on May 16, 1931,
\$54,166.67 on May 16, 1932,

with interest on said principal sum or so much thereof as shall remain unpaid, to be computed from the 16th day of May, 1929, at the rate of six (6%) per centum per annum, and to be paid on the 16th of November, next ensuing date hereof, and semi-annually thereafter, according to a certain bond or obligation bearing even date herewith, the mortgagor hereby mortgages to the mortgagee

All that parcel of land, with the buildings and improvements thereon, in the Village of Sands Point, Town of North Hempstead, County of Nassau and State of New York, bounded and described as follows:

Bounded on the east by the old highway described in a certain deed by Benjamin Hewlett to James Hewlett, dated June 16th, 1828, and recorded in Queens County Clerk's Office in Liber 10 of Deeds, page 325, as "the highway that leads to Sands Point or Watch Point", on the west by Long Island Sound, on the north by lands of Tibbits and Harper; and on the south by lands of Mabel A. H. Gow and Tibbits.

Also that certain plot, piece or parcel of land adjoining, bounded and described as follows:

Beginning at a point on the westerly side of the road or highway leading from Manhasset to Sands Point where the same is intersected by the northerly line of land formerly of William D. Wilson and at a stone monument there standing and running thence partly along said land of Wilson, south 69 degrees, 9 minutes west 1235 feet more or less to the westerly line of land conveyed by James P. Smith, Osora B. Willis and John H. Treadwell, as Commissioners of Highways of the Town of North Hempstead, to Mariann Wilson by deed dated January 8th, 1875, and recorded in Queens County Clerk's office in Liber 461 of Deeds at page 228 on March 27, 1875; thence running northerly in part along the westerly line of premises so conveyed to Mariann Wilson and in part along the westerly line of land conveyed by said Commissioners of Highway to H. Amelia Harper by deed dated January 8th, 1875 and recorded in said Queens County Clerk's office, March 27th, 1875, in Liber 461 of Deeds at Page 226, to land formerly of S. C. Sloane, now of Wesley Harper; thence running north 63 degree 34 minutes east about 1151 feet more or less to a stone monument standing in the centre line of the first mentioned highway; thence along said centre line south 5 degrees, 40 minutes east 251-15 feet

and south 22 degrees, 37 minutes east 435.20 feet; thence south 69 degrees, 9 minutes e west to the stone monument on the side of said road at the place of beginning, containing 17.28 acres, more or less.

Together with all right, title and interest of the mortgagor in and to any and all streets, avenues or roads intersecting or adjacent to said foregoing described premises.

Together with all right, title and interest of the mortgagor, if any, in and to all lands under water, and riparian rights immediately adjoining the above described premises and abutting on the Atlantic Ocean or any tributary thereof.

Together with all fixed equipment now used in the buildings situated on said premises, and also the special ice boxes, chandeliers and fixed kitchen equipment now used in said buildings.

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

Excepting and reserving, however, the rights, if any of the public or otherwise in and to any land lying in the highway running from Manhasset to Sands Point and in and to any land lying below the present or any former highwater mark of Long Island Sound.

Said premises being the same as those conveyed to the mortgagor by the mortgagee thereto by deed, dated May 18, 1929, and delivered simultaneously herewith, this mortgage being given to secure a portion of the consideration named in said deed.

Together with all fixtures and articles of personal property, now or hereafter attached to, or used in connection with, the premises, all of which are conveyed by this mortgage.

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 payment of any installment of principal or of interest for thirty days, or after default in 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 the 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.

This mortgage is subject and subordinate to a mortgage given to secure payment of One Hundred Thousand (\$100,000.00) Dollars and interest, recorded in the office of the Clerk of the County of Nassau in Liber 1352 of mortgages, page 386, on February 26, 1929, or to any mortgage which may be placed on said premises in substitution of said One Hundred Thousand (\$100,000.00) Dollar mortgage, at a rate of interest not exceeding six (6%) per cent per annum, and for a term which shall expire after the date of maturity of this mortgage, now a prior, lien on said premises.

AND IT IS HEREBY EXPRESSLY AGREED, that should any default be made in the payment of any installment of principal, or of the interest on said prior mortgage, and should such installment of principal, or such interest remain unpaid and in arrears for the space of ten days, or should any suit be commenced to foreclose said prior mortgage, then the amount secured by this mortgage and the accompanying bond shall become and be due and payable at any time thereafter at the option of the owner or holder of this mortgage.

AND IT IS HEREBY FURTHER EXPRESSLY AGREED, that should any default be made in payment of any installment of principal, or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal, or such interest and the amount so paid, with legal interest thereon from the time of such payment, may be added to the indebtedness secured by this mortgage and the accompanying bond, and shall be deemed to be secured by this mortgage and said bond, and may be collected thereunder.

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; and also that the whole of said principal sum shall be 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.

12. 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 purpose 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. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

13. That the holder of this mortgage, in any action to foreclose it, shall be entitled, (without notice and without regard to the adequacy of any security for the debt), to the appointment of a receiver of the rents and profits of said premises; and in the event of any default in paying said principal or interest, such rents and profits are hereby assigned to the holder of this mortgage as further security for the payment of said indebtedness.

14. If any action or proceeding be commenced (except on 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 interest thereon at the rate of xix 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.

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

THE ERSE CORPORATION.

By George G. Moore
President.

Attest
George M. Mrquhart
Secretary

Corporate Seal

(Certification of Notary Public
Follows)

Montauk

Part hash

June 10, 1929.

Mr. G. LeBoutillier,
267 Pennsylvania Station,
New York City.

My dear LeBout:

From the proceeds of the sale of my Sands Point house I have some \$85,000 available on the first to take care of our maturing notes and as a subscription to the fund for our requirements for the balance of the season.

I think our best plan would be a properly endorsed note, but you may have something different to propose. We should, however, do something previous to the maturity of this note. I am asking General Tyndall to drop in and talk the matter over with you at the earliest possible opportunity.

Our Yacht Club and Tennis Club will be completed within twenty-five days, so that we have considerable more of a picture to offer this year than we had last year. During the past two weeks we have come in contact with a number of people who seemed to be very much pleased with everything at Montauk, but we have not had any actual good prospects for anything except small houses, for which there is quite a demand. I am in hopes, however, that bright weather and some change in the money market will get us some buyers.

Yours,

CGMT

Copies:
Mr. Keys, Mr. Coffin
Mr. Bragg.

February 22, 1930.

Mr. T. M. Galbreath,
Joseph P. Day, Inc.,
67 Liberty Street,
New York City.

Dear Sir:

The Sands Point house was sold some time ago to Mr. Moore, from California. (Geo.) (52 Vanderbilt Ave.).

I understand that Mr. Moore wants to sell the place. Mr. Moore has made many improvements since I sold it to him.

I have a second mortgage on the place for \$182,500. which I would be very glad to dispose of in the event a sale is made immediately. I would advise you to get in touch with Mr. Moore immediately.

If this property is not available, I have a very delightful location at Bayview Colony in Port Washington with a splendid house on the water front which I can offer you at \$125,000. This house is subject to immediate inspection by telephone to Mr. Arthur Reed (Port Wash. 999)

I also have a splendid well furnished house in this same colony for \$50,000. Bayview Colony is well located, has a covered glass swimming pool and a dock for the use of the residents of the Colony, also tennis courts.

Very truly yours,

CGF:T

Prof Wash,

May 26, 1930.

Mr. Arthur Brisbane,
220 South Street,
New York City.

Dear Mr. Brisbane:

Thanks for yours of the 24th.
We can furnish you one or two or half a dozen
sites for the sample McClintock Marshall
houses you refer to. We have no location at
this time near enough to the hotel to be
available for guests.

I understand Mr. Moore spent between
\$50,000 and \$60,000 in improvements at the Sands
Point house. While he paid me \$360,000. for the
place, it is no doubt very cheap at \$400,000.
However, I am not sure what Mr. Moore is going
to do. Payment is past due and our attorneys in
New York are talking with Mr. Moore today.

I hope to see you out this way some
fine Saturday for a week end.

Very truly yours,

OCF:T

The Waterside Realty Corporation,
Port Washington, N. Y.

New York December 5, 1930.

To CUTHELL, HOTCHKISS & MILLS

Counsellors at Law

20 Pine Street

To Professional Services rendered from
May 24, 1929, to December 5, 1930.

Port Wash

In re CHASE NATIONAL BANK against THE
WATERSIDE REALTY CORPORATION,
THE ERSE CORPORATION, CARL G.
FISHER and THE PEOPLE OF THE
STATE OF NEW YORK:

Consideration of terms of second mortgage, dated May 16, 1929, from The Erse Corporation to The Waterside Realty Corporation, and terms of first mortgage, dated December 4, 1928, from The Waterside Realty Corporation to The Prudence Company; examination of summons and complaint of above entitled action to foreclose said first mortgage; examination of law in connection with the right of junior encumbrancer to pay amounts in default on prior mortgage and thereafter to add the same to the amount secured by the junior mortgage; correspondence with Attorney for The Chase National Bank and Attorneys for The Erse Corporation; interviews with Fred Humpage; advice to client concerning payment of amount in default on first mortgage; conference with Arthur B. Reed; arranging details for payment of amount in default on first mortgage and preparation and filing of stipulation discontinuing action.

\$750.00

In re WATERSIDE REALTY CORPORATION against
THE ERSE CORPORATION AND THE PEOPLE
OF THE STATE OF NEW YORK:

Conferences with Arthur B. Reed; preparation of summons and complaint, lis pendens and notice of object of action; service of summons and complaint upon The Erse Corporation and service of the same with notice of object of action on The Chase National Bank and the Attorney General of The State of New York, respectively; preparation of affidavits of service; filing of lis pendens, summons and complaint and affidavits of service in the Nassau County Clerk's office.

Conferences with Attorneys for The Chase National Bank resulting in discontinuance of action against The Chase National Bank as party defendant; examination and consideration of The Erse Corporation's answer and counterclaim and the form and nature of the reply thereto; conferences with Arthur B. Reed concerning the same; preparation of said reply and subsequently of amended reply; arranging for the verification and service thereof, together with notice of trial, upon the Attorneys for The Erse Corporation and the filing thereof with affidavit of service in the Nassau County Clerk's office; examination of judgment dockets in Nassau and New York Counties in order to ascertain existing judgments against The Erse Corporation and George B. Moore; conferences with Attorneys for Mary Gow and Leslie Harper concerning status of action brought against them by Town of North Hempstead.

Consideration of advisability and usefulness of moving to strike out defendant's answer as frivolous and sham, moving for summary judgment, moving for bill of particulars and thereafter for judgment on the pleadings, and moving for the appointment of a Receiver pendent lite; interview at Jamaica with C. E. Russell, Counsel for

In re WATERSIDE REALTY CORPORATION against
THE ERSE CORPORATION AND THE PEOPLE
OF THE STATE OF NEW YORK:

Conferences with Arthur B. Reed; preparation of summons and complaint, lis pendens and notice of object of action; service of summons and complaint upon The Erse Corporation and service of the same with notice of object of action on The Chase National Bank and the Attorney General of The State of New York, respectively; preparation of affidavits of service; filing of lis pendens, summons and complaint and affidavits of service in the Nassau County Clerk's office.

Conferences with Attorneys for The Chase National Bank resulting in discontinuance of action against The Chase National Bank as party defendant; examination and consideration of The Erse Corporation's answer and counterclaim and the form and nature of the reply thereto; conferences with Arthur B. Reed concerning the same; preparation of said reply and subsequently of amended reply; arranging for the verification and service thereof, together with notice of trial, upon the Attorneys for The Erse Corporation and the filing thereof with affidavit of service in the Nassau County Clerk's office; examination of judgment dockets in Nassau and New York Counties in order to ascertain existing judgments against The Erse Corporation and George B. Moore; conferences with Attorneys for Mary Gow and Leslie Harper concerning status of action brought against them by Town of North Hempstead.

Consideration of advisability and usefulness of moving to strike out defendant's answer as frivolous and sham, moving for summary judgment, moving for bill of particulars and thereafter for judgment on the pleadings, and moving for the appointment of a Receiver pendent lite; interview at Jamaica with C. E. Russell, Counsel for

Title Guarantee & Trust Company in order to ascertain the status of all pending actions brought by the Town of North Hempstead.

Examination of law with respect to plaintiff's right to demand a bill of particulars of the allegations of fraud set forth in defendant's answer and counterclaim; preparation of note of issue, notice of motion for a bill of particulars, affidavit and memorandum of law in support of said motion; service of motion papers on Attorneys for The Erse Corporation and the filing thereof, together with proper affidavit of service in Special Term, Part I., Kings County; attendance at call of motion calendar at Court-house in Brooklyn; appearance before Justice Dunne in Special Term, Part I., Supreme Court, Kings County, in support of plaintiff's motion for bill of particulars resulting in granting of motion in client's favor; preparation of order requiring service upon us by The Erse Corporation of bill of particulars pursuant to Justice Dunne's decision; arranging for the signing thereof by Justice Dunne; entry of said order in the Nassau County Clerk's office; service thereof with notice of entry upon the Attorneys for The Erse Corporation.

Examination and consideration of accuracy and adequacy of defendant's bill of particulars served upon us allegedly in conformity with Justice Dunne's order resulting in rejection and return thereof by us together with statement of reasons for such return stating specifically why the same was not responsive to Justice Dunne's order.

Examination of law with respect to plaintiff's right to have a receiver appointed pendente lite; preparation and revision of affidavit, order to show cause for appointment of such receiver, note of issue and memorandum of law in support of said motion; arranging for execution of said affidavit by Arthur B. Reed and the signing of said order to show cause by Justice Dike and entry of the same; service of

motion papers on Attorneys for The Erse Corporation; attendance at call of motion calendar at Special Term, Part I., Kings County; attendance and argument in support of said motion before Justice Dike resulting in granting motion in client's favor; preparation of form of order appointing Receiver pursuant to Justice Dike's decision and submission thereof to him for signature; filing of said order in Nassau County Clerk's office; service of copy thereof with notice of entry upon Attorneys for The Erse Corporation, Theodore R. Pell, the Receiver, and Maurice Newton, the tenant; making arrangements with National Surety Company for the execution and delivery of Receiver's bond in the amount of \$10,000.00; arranging for the approval of same by Justice Fawcett and the execution and delivery thereof by Theodore R. Pell; examination of moving papers in The Erse Corporation's motion for a re-argument of plaintiff's motion for the appointment of a Receiver; preparation of affidavit in opposition thereto; arranging for the execution thereof; filing of papers in opposition to said motion at Special Term, Part I., Kings County; preparation of memorandum of law in opposition to defendant's motion; attendance at call of motion calendar; attendance and argument in opposition to defendant's motion resulting in denial thereof; arranging with Receiver for the appointment of Arthur B. Reed as his agent and interview with said Arthur B. Reed concerning the payment of insurance premiums and care of the premises generally.

Preparation of affidavit, note of issue and notice of motion to preclude The Erse Corporation from introducing at trial evidence with respect to matters concerning which particulars were demanded and not given; service of moving papers on Attorneys for The Erse Corporation; filing thereof at County Clerk's office in Mineola; examination and consideration of moving papers served upon us on The Erse Corporation's cross motion to

compel the acceptance of its bill of particulars previously served on us and to stay the trial pending the examination before trial of Carl G. Fisher; preparation of memorandum of law in support of said motion and in opposition to said cross motions; appearance and argument on return day in support of said motion and in opposition to said The Erse Corporation's cross motions resulting in the winning of all three motions; preparation of form of orders denying The Erse Corporation's said cross motions and directing that an additional bill of particulars be served by The Erse Corporation; conversations with Attorneys for The Erse Corporation concerning the form of said orders; arranging for the signing of said orders by Justice Dike; entry of said orders in Nassau County Clerk's office and service of the same with notice of entry upon Attorneys for The Erse Corporation.

Examination of order served upon us by The Erse Corporation to show cause why a commission should not issue to take the testimony of Carl G. Fisher before trial (containing a stay of trial and all further proceedings) and supporting affidavits; preparation of affidavit and memorandum of law in opposition to said motion; attendance at call of motion calendar; arranging for the striking out by Justice Fawcett at Special Term, Part II, Brooklyn, of so much of said order to show cause as related to a stay of trial and all further proceedings by client until the return of said commission; service of copy of said order to show cause so revised on Attorneys for The Erse Corporation; appearance on return day, fixed in said order to show cause, before Justice Byrne resulting in consent by Attorneys for both parties to the taking of the testimony of Carl G. Fisher before trial in Florida on condition that the trial be not stayed; preparation of proposed consent order requir-

ing the issuance of a commission to take the testimony of Carl G. Fisher on written interrogatories before trial; conferences with Attorneys for The Erse Corporation with reference to the form thereof; arranging for the signing of the same by Justice Byrne; entry of the same in the Nassau County Clerk's office; service of a copy of same with notice of entry on Attorneys for The Erse Corporation.

Conferences with officials of the Jamaica Branch of the Title Guarantee & Trust Company in order to procure abstract of title of client's property bordering on Long Island Sound, latest title report and other matters in reference to the title.

\$4,000.00

NOTE: The above matters required considerable correspondence and frequent conversations with Attorneys for The Erse Corporation, officials of the Title Guarantee & Trust Company, Arthur B. Reed and others.

In re \$100,000.00 LOAN FROM TITLE
GUARANTEE & TRUST COMPANY:

Conferences with Arthur B. Reed, General Tyndall and Parke G. Haynes concerning proposed loan; examination of form of Secretary's Certificate, President's and Secretary's Certificate, Consent of Stockholders, and Bond and Mortgage; incorporation of appropriate revisions in above named documents and completion and execution of same; preparation of waiver of notice and minutes of special meeting of Board of Directors, held at this office on December 1, 1930, authorizing said loan; attendance at closing of said loan at the office of Title Guarantee & Trust Company; handling all details in connection with the same; forwarding copy of mortgage to General Tyndall; forwarding copies of all documents to Arthur B. Reed for record purposes

250.00

Carried Forward,

\$5,000.00

Brought Forward, \$5,000.00

DISBURSEMENTS:

To County Clerk of Nassau County, Filing fee Notice of Pendency,	\$ 3.00	
to 4 Certified copies of Order,	6.00	
To Filing Order and Bond and Notary fee,	5.70	
To George A. Fairfield, 6 blue prints of property at Sands Point,	3.00	
To Stenography,	431.80	
To toll charges,	16.10	
To telegrams	8.47	
To postage,	8.70	482.77
		<hr/>
TOTAL,		\$5,482.77

Received Payment,

Port Wash.

Abstract - East Williston Property Contract.

Brokers, - "L'Ecluse, Washburn & Company, 25 East 40th Street.

Attorneys,- Representing Carl G. Fisher,

Keyes Winter, 30 Broad Street, New York.

Title Guarantee & Trust Co., "

Representing John Titus,

McCoun & McCoun, P.O. Building,

Oyster Bay, L. I.

Contract dated, - Sept. 13th, 1922.
 With, - John Titus, Oyster Bay.
 Consideration, - \$35,000.
 - Payable, - - On Contract, cash, - - - - \$1,000.
 On Oct. 16th, 1922 " 4,000.
 On Closing Nov. 14th, 1922
 Cash, 8,000.
 Mortgage, 22,000.

Mortgage payments:-
 July 1st, 1923, - \$2500.
 Jan. 1st, 1924, 2500.
 " 1st, 1925, 5000.
 " 1st, 1926, 5000.
 " 1st, 1927, 7000.
 Interest 6% - semi-annually.

Closing of title, November 14th, 1922, at McCoun & McCoun, P.O. Building, Oyster Bay, L.I.

Special Clauses:

- 1 - Description - 17.0935 Acres, more or less., as per Survey Sept. 24th, 1914.
- 2 - Possession - Forwith 1st party (Titus) to serve notice on monthly tenant to vacate. Right to CGF to enter at once for "improving and repairing, etc. subject to rights of monthly tenants.
- 3 - CGF pays All recording tax on mortgage, stamps and \$15. for Bond and Mortgage. Rents adjusted.
- 4 - Fire clause CGF assumes all "risk".

Contract - acknowledged Sept. 13th, 1922 by Titus before Richard P. McCoun, Notary Public.

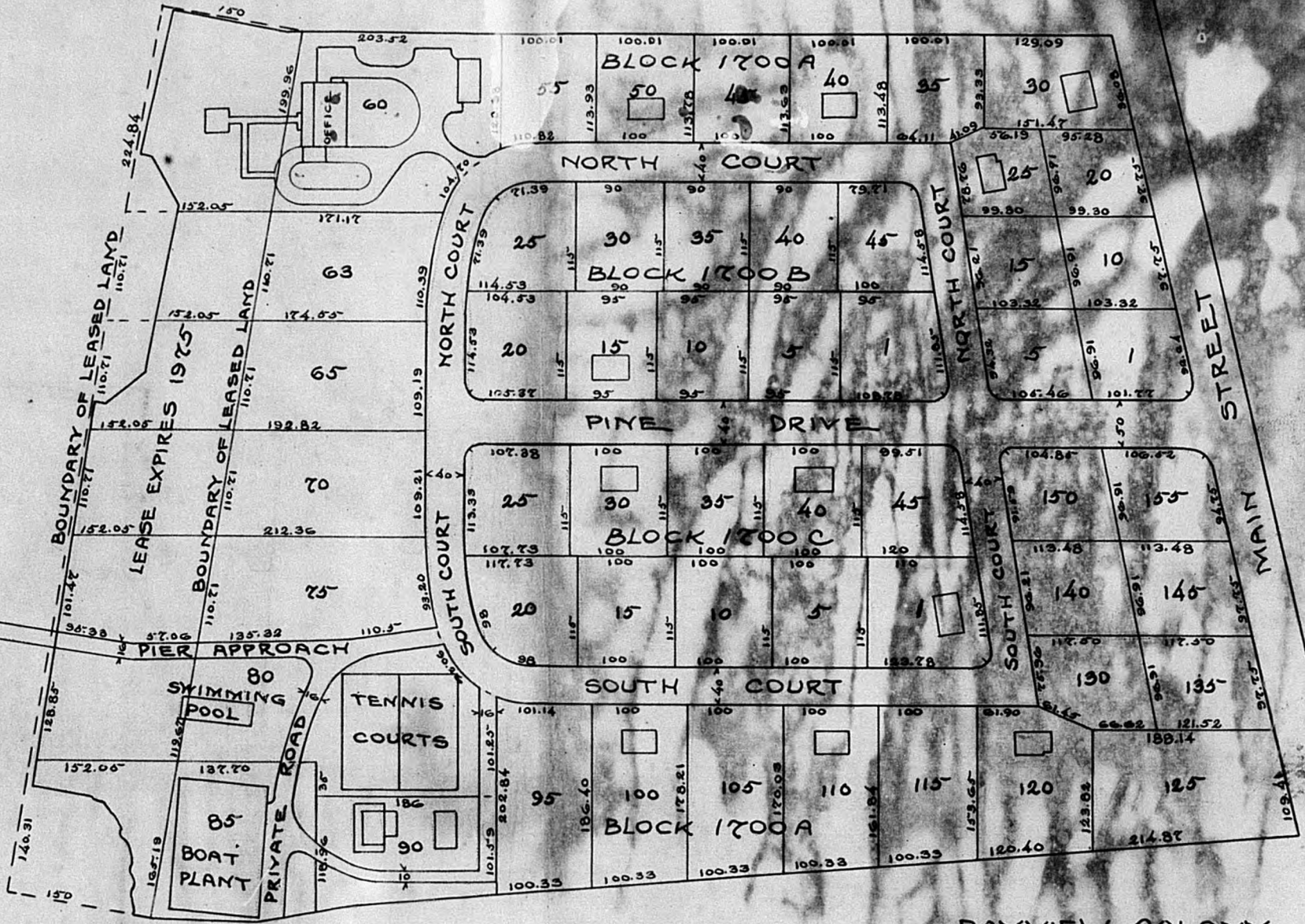
Insurance Policies:-

- 2196419 Boston, \$4250. Expires April 15th, 1924.
- 8025 Niagra, 8125. " Feb. 20th, 1923.
- 16 Franklin, 8125 " " 20th, 1923.
- 5064 Natl Liberty \$5000 " Sept. 26th, 1925

Part Wash.

ALICE M. GALLAGHER

MAYHASSET BAY



T.B. DAVIS

BAYVIEW COLONY
PORT WASHINGTON, N.Y.



ERWIN, WASEY & COMPANY
NEW YORK

Copy N-1 Job A-1073 2 cols. x 100 lines Npps. 1929
Final Proof 5-23-29 TA

38 MINUTES
FROM NEW YORK

A colony of lovely homes at the water's edge



This house near your own private bathing beach is yours for only \$33,000

PRIVATE BEACH safe for children... deep-water dock landing stage and floats... enclosed swimming pool... tennis courts... yacht and golf clubs... well-built roads... each plot hedged with shrubs... houses now constructed and for sale—designed in good taste.

For the family who likes the water, yachting and golf there's no dwelling place in New York's vicinity to compare with Bayview Colony, on Manhasset Bay.

Only a few minutes' walk or drive from schools, churches and Port Washington Station. Only 38 minutes from the Pennsylvania Station.

You would think that it would cost a million to live in such a colony. On the contrary. There are a few reasonably priced water front lots still unsold, all of them at least 100 feet by

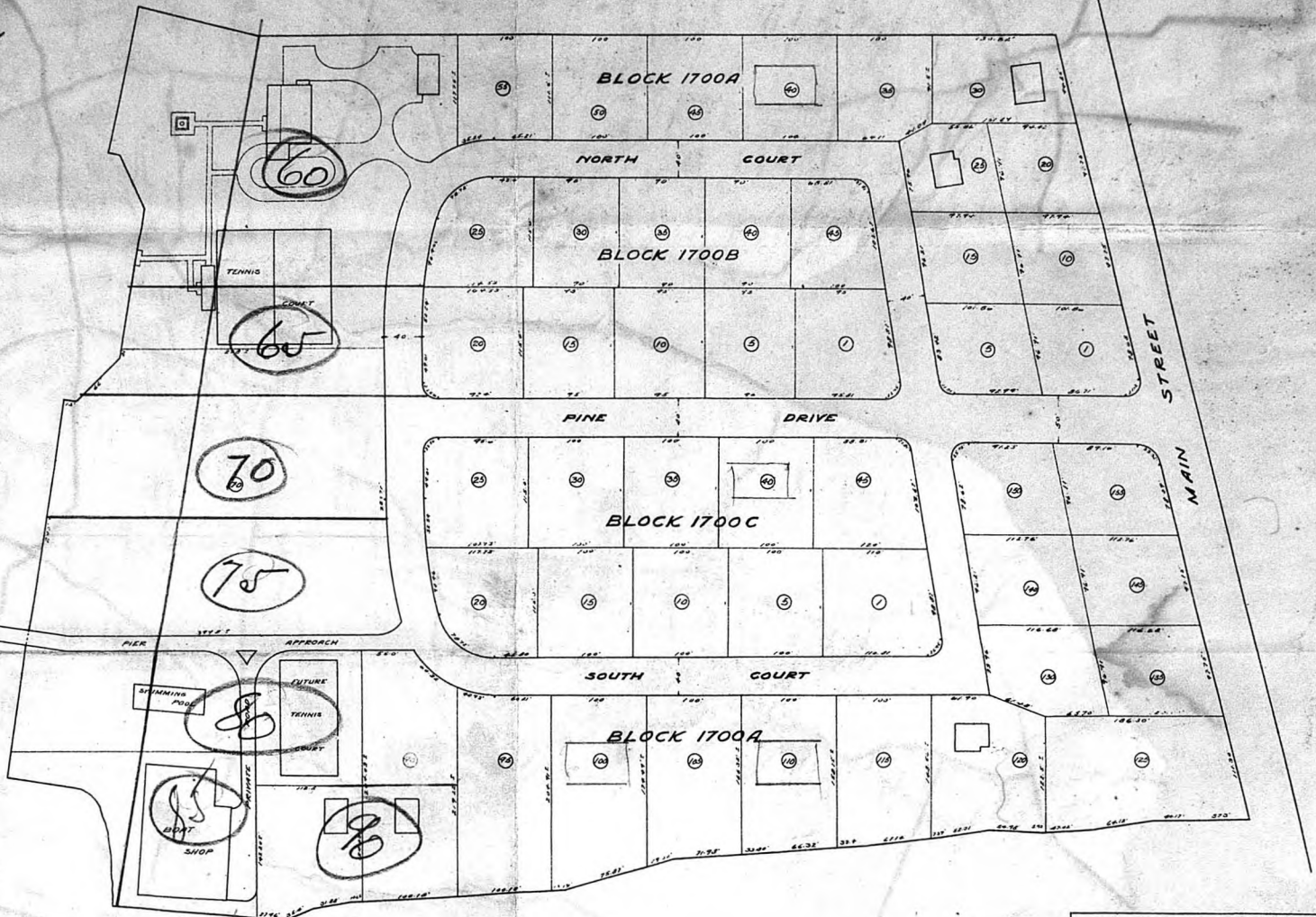
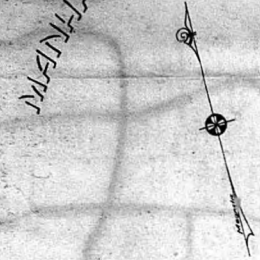
100 feet. The homes for sale are not expensive. For example: The house illustrated is less than three hundred feet from the Sound. The plot is large. The first floor includes large foyer, light, generously proportioned living room, dining room, kitchen, butler's pantry, ice-chest room, maid's room and bath. On the second floor are four master bedrooms and two baths. Two car garage. It's an all-year house. And it can be bought for the unusually low price of \$33,000.

Today come out to Bayview Colony at Port Washington. Drive or take the Long Island train. See for yourself the advantages this wisely restricted colony has to offer the seeker of a home. Enjoy its sweeping seascapes, hills, its drifting breezes. There's an office on the property. Telephone: Port Washington 999.

**Bayview Colony
on Manhasset Bay
at Port Washington**



MANHASSET BAY



SALES MAP OF
BAYVIEW COLONY
 THE PROPERTY OF
 THE WATERSIDE REALTY CORP.
 PORT WASHINGTON L.I.
 SCALE 1"=50'
 T.E. RINGWOOD ENGINEER APR 17 1925
 DRAWN BY LYKKE RUMMEL

Printed by E. BELCHER HYDE CO., Inc., Engineers and Publishers, N. Y.

PROPERTY OF

THE WATERSIDE REALTY CORPORATION

CARL G. FISHER, President
 PORT WASHINGTON, N. Y.

Selling Agents:

ERNEST A. L'ECLUSE
 L'ECLUSE, WASHBURN & CO., Inc.
 8 West 40th Street,
 New York City.

TEL. PENN. 8720

SPECIAL FEATURES

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- Glass Enclosed Swimming Pool.*
- Three Hundred Foot Pier.*
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BAY VIEW COLONY

A select colony of 45 restricted home sites located at Port Washington, L. I., between the Manhasset Bay and Port Washington Yacht Clubs' properties.

All recreational features under control of private Club.

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PORT WASHINGTON, L.I.

and VICINITY
SHOWING LOCATION OF
BAYVIEW COLONY

PREPARED ESPECIALLY FOR
WATERSIDE REALTY CO.
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