

**WARRANTY DEED  
with Lien Covenant**

THIS INDENTURE made this 24<sup>th</sup> day of May, in the year Two Thousand Seventeen

**BETWEEN**

JOSEPH DALEY of 306 East State Street, Ithaca, New York 14850

party of the first part

**AND**

DAWN KLEESCHULTE and RICHARD H.J. WARKENTIN, of 104 Sperry Lane, Ithaca, New York 14850, wife and husband, as tenants by the entirety,

party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of ONE AND NO/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, his or her heirs, distributees, executors, successors and assigns forever,

**The premises are more fully described on the attached Schedule A.**

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

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, his or her heirs, distributees, executors, successors and assigns forever,

**AND** the party of the first part covenants as follows:

**FIRST**, that the party of the second part shall quietly enjoy the said premises;

**SECOND**, that said party of the first part will forever **WARRANT** the title to said premises.

**THIRD**, that, in compliance with Sec. 13 of the Lien Law, the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.