

State of New Jersey, { ss:  
County of MONMOUTH

Be it Remembered, That on this first day of January in the year of our Lord One Thousand Nine Hundred and Thirty-seven, before me, the subscriber, a Notary Public of New Jersey,

personally appeared H. Raymond Eisner and Elsie Eisner, his wife; J. Lester Eisner and Virginia Eisner, his wife; Monroe Eisner and Winone Eisner, his wife,

who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that, they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

*Amelia A. Carton*

Amelia A. Carton

Notary Public of New Jersey.

*Deed.*

H. RAYMOND EISNER, et al.,

to  
W. H. O. & Co. *To A. E. Shurin, Brooklyn*  
THE BOROUGH OF RED BANK,  
a municipal corporation of  
the State of N. J.

Dated, January 1, 1937.

Received in the Office of  
the County of Monmouth,  
the 9 day of January, A.D.  
1937, at 9 o'clock, in the fore noon,  
and Recorded in Book 1727 of DEEDS  
for said County, on page 346 &  
*Philip W. Shurin*

*Clark*  
COMPARED

WARREN H. SMOCK  
COUNSELLOR AT LAW  
RED BANK, N.J.

# This Indenture,

Made the First day of January , in the year of our Lord One Thousand Nine Hundred and Thirty-seven

Between H. RAYMOND EISNER and ELSIE EISNER, his wife; J. LESTER EISNER and VIRGINIA EISNER, his wife; MONROE EISNER and WINONE EISNER, his wife, all

of the Borough of Red Bank, in the County of Monmouth and State of New Jersey party, of the first part,

And

THE BOROUGH OF RED BANK, a municipal corporation of the

~~body corporate and~~ of the State of New Jersey, party of the second part,  
Witnesseth, That the said party of the first part, for and in consideration of

ONE DOLLAR (and other valuable considerations)

lawful money of the United States of America,

to them in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns, forever.

All that certain

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Red Bank, in the County of Monmouth and State of New Jersey, on the northerly side

of Front Street.

BEGINNING at a point in the southwesterly corner of a lot of land fronting on said Front Street now or formerly the land of William Applegate, deceased, (now the property of the Estate of Howard White, deceased) thence running westerly along the northerly line of said Front Street eighty-four feet (84); thence northerly to a point in the high water line of the North Shrewsbury River distant seventy-seven feet and six inches (77' 6") westerly along said high water line from the line of said William Applegate's land; thence easterly along said River, seventy-seven feet and six inches (77' 6") to the northwest corner of said lot of formerly William Applegate, deceased; and thence southerly along the westerly side of said lot of formerly William Applegate to the northerly line of Front Street, the point or place of beginning.

ALSO all the Riparian rights of the premises above described, to the water front and the lands under water of the said North

Shrewsbury or Navesink River, and which are appurtenant to the lots above conveyed, and described as follows: BEGINNING at the northwesterly corner of the lot above described, thence northeasterly parallel with the westerly line of the Grant to Joseph S. Applegate, by the Riparian Commissioners dated September 28th, 1874, ninety-two feet more or less to the exterior line for solid filling mentioned in said Grant, thence according to the line mentioned in said Grant north seventy-six degrees and twenty-five minutes east seventy-three feet more or less to the easterly line of the Grant made to Elias Pitcher September 28th, 1874, thence according to the line mentioned in the last said Grant south ten degrees and five minutes east one hundred and six feet to highwater mark, being the northeast corner of the land just above described, together with the rights granted by said Riparian Commissioners to the said Joseph S. Applegate and Elias Pitcher to the exterior line for piers between the easterly and westerly lines (projected) of the rights above described and hereby conveyed.

Being same land and premises described in deed made by Second National Bank of Red Bank, body corporate, et als., to Sigmund Eisner, dated March 21<sup>st</sup>, 1906 and recorded in the Monmouth County Clerk's Office in Book 772, pages 178-etc.

ALSO all those certain lots, tracts or parcels of land in the Borough of Red Bank, aforesaid:

Tract 1, BEGINNING at a stake standing in the northerly side of Front Street and in the southwesterly corner of a lot of land fronting on said Front Street now the property of Sigmund Eisner, said stake being eighty-four (84) feet westerly from the southwesterly corner of a lot now or formerly the land of William Applegate, deceased (now the property of the Estate of Howard White, deceased); thence (1) northerly along the westerly line of said Sigmund Eisner land to a point in the high water line of the North Shrewsbury River, distant seventy-seven (77) feet six inches westerly along said high water line from the line of the said William Applegate's land; thence (2) westerly along said River three (3) feet six inches (6) to a stake; thence (3) southerly on a straight line to the point or place of beginning.

Tract 2, BEGINNING at a point in the westerly line of Sigmund Eisner lot and in the high water line of the North Shrewsbury River distant seventy-seven feet (77) six inches westerly along said high water line of William Applegate, deceased; thence (1) northeasterly and parallel with the westerly line of the Grant to Joseph S.

Applegate by the Riparian Commissioners dated September 28th, 1874, ninety-two feet (92) more or less to the exterior line of solid filling mentioned in said Grant; thence (2) southwesterly seventy-five feet more or less to a stake standing three feet six inches west from the northwesterly corner of the foundation of said Eisner barn; thence (3) southerly and parallel with the foundation of said barn distant three feet six inches westerly therefrom thirty-five feet more or less to a stake standing in said high water line; thence (4) easterly along said high water line three feet six inches to the point or place of beginning.

Being same land and premises described in deed made by Second National Bank of Red Bank, body corporate, et als., to Sigmund Eisner, dated October 23, 1906, and recorded in said Clerk's Office in Book 789 of Deeds, pages 36 &c.

All the above described premises were devised by the said Sigmund Eisner to his wife, Bertha Eisner, in and by his Last Will and Testament, duly probated in the Monmouth County Surrogate's Office.

The above described premises were conveyed by the said Bertha Eisner to H. Raymond Eisner et al., Executors of the Last Will and Testament of Sigmund Eisner, deceased, by deed dated November 19, 1927, and recorded in the Monmouth County Clerk's Office in Book 1423 of Deeds, pages 18 &c.

This being intended as the same land and premises described in deed made by H. Raymond Eisner et al., Executors of the Last Will and Testament of Sigmund Eisner, deceased, to H. Raymond Eisner, J. Lester Eisner and Monroe Eisner, dated December 21, 1936.

ALSO all that tract or parcel of land in the Borough of Red Bank aforesaid:

BEGINNING in the high water line of the North Shrewsbury River, at the northeasterly corner of lands of

formerly Abram M. Weis described in deed recorded in the Monmouth County Clerk's Office in Book 799 of Deeds, on pages 109 &c., said beginning point being distant three and five-tenths feet westerly from the foundation of the barn on the property of formerly Sigmund Eisner; thence northerly and parallel to said foundation of said barn and distant three and five-tenths feet westerly therefrom, thirty-five feet to a point that is distant three and five-tenths feet westerly from the northwesterly corner of said foundation; thence north-easterly seventy-five feet to the exterior line for solid filling established by the Riparian Commissioners of the State of New Jersey; thence westerly along said exterior line for solid filling, twenty-eight feet; thence southwesterly, thirty-six feet more or less to a point in the existing bulkhead that is intersected by the easterly side of the aforesaid Abram M. Weis property produced; thence south eight degrees fifty-one minutes east, along said easterly line produced, fifty-eight and six-tenths feet to the place of beginning.

TOGETHER with the estate, right, title and interest of the party of the first part, of, in, and to the North Shrewsbury River and land under the water of said River, lying in front of and adjoining the premises above described.

SUBJECT to the terms and conditions contained in the original grant from the State of New Jersey.

TOGETHER with a right of way and easement in, along, over, and upon a parcel of land twenty-five feet in width the center line of which is described as follows:

BEGINNING at a stake in the easterly line of the first tract of land described in the deed this day made by the Executors and Trustees of the Last Will and Testament of Rosa Weis, deceased, to the Sego Trading Company, distant southerly twenty-five and fifteen one-hundredths feet from the northeast corner of the same; thence south eighty-five degrees twenty-four

minutes west, forty-five and eighty-seven one-hundredths feet to the westerly boundary line of the aforesaid first tract conveyed to the Sego Trading Company.

TOGETHER with the right and privilege, in common with others, to use a certain right of way extending from the westerly side of the aforesaid first tract described in the said deed made by the Executors and Trustees of the Last Will and Testament of Rosa Weis, deceased, to the Sego Trading Company to Maple Avenue, in so far as the party of the first part has the right, if at all, to grant and convey the same.

Being the same land and premises described in deed made by Sego Trading Company, a corporation of the State of New Jersey, to Bertha Eisner, dated April 20, 1936 and recorded in said Clerk's Office in Book 1708 of Deeds, pages 114 &c.

The said H. Raymond Eisner, J. Lester Eisner and Monroe Eisner claim title to the premises above described under and by virtue of the Last Will and Testament of Bertha Eisner, duly probated in the Monmouth County Surrogate's Office.

This conveyance is made and accepted expressly subject to the following terms, conditions and provisions, viz:

1. The above described premises and every part thereof shall be used at all times as a Red Bank Public Library and for affiliated activities such as the display of photographs, paintings, art subjects, articles of historic interest, and kindred articles, and for no other purpose whatever. Said Library shall be conducted under the direction of the present Trustees of the Free Public Library of Red Bank or their successors; and a majority of the personnel of such Association shall at all times serve without compensation.

2. There shall be at no time any assemblage of persons in or upon said premises or any part thereof except such assemblage be for the purpose of discussing subjects appertaining

to the Library. No part of said premises shall be used as a public park or public meeting place.

3. The aforesaid Library shall be known as the "EISNER MEMORIAL LIBRARY", in memory of Sigmund and Bertha Eisner, deceased. There shall be at all times displayed upon said premises a suitable sign upon which shall appear the words "EISNER MEMORIAL LIBRARY".

4. The Borough of Red Bank shall at all times maintain said buildings and grounds in good condition and always in keeping with the purpose for which they are to be used. With this end in view and for this purpose, it shall employ at least one man whose duty it shall be at all times to maintain the premises as aforesaid and especially to trim and cut the lawns and shrubbery and to keep the bulkhead in good repair.

5. No one shall be permitted at any time to occupy said premises as his or her home unless he or she be employed at the Library. Such employee's immediate family shall also be permitted to occupy said premises.

6. No building or additions to the present buildings shall be erected upon said premises unless the same be needed and shall thereafter be used for purposes incident to the Library.

7. The Borough shall at all times raise by taxation or by some other method sufficient funds to maintain said buildings and grounds in accordance with the requirements herein mentioned.

8. Should the Borough at any time refuse or neglect to maintain a library in accordance with the provisions herein contained, or should any of the aforementioned terms, conditions and provisions be violated, the above described premises shall be deeded by the Borough to the Second National Bank and Trust Company of Red Bank (N. J.), or its successors, as trustee, or

in the event that neither the bank nor its successors exist at that time, it shall be deeded to any similar local institution permitted under the laws to administer trusts, and by either as trustee, the property shall be sold within one year. The net proceeds of the sale thereof shall be given to Harvard University of Cambridge, Massachusetts, as an endowment fund, to be known as the Sigmund and Bertha Eisner Fund. The purposes for which such fund may be used shall be wholly within the discretion of the aforesaid University.

9. It being understood and agreed between the said Borough of Red Bank and the donors of said memorial that the provisions of said deed of conveyance shall not prevent the said Borough of Red Bank from converting that portion of said premises immediately abutting on Front Street as a public road or highway in the event of widening Front Street, and also that portion of the premises abutting the premises in question along the North Shrewsbury River in the event of the construction of a river highway.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in any wise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to Hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever: and the said party of the first part,

do for themselves, their heirs, executors and administrators, covenant and agree to and with the said party of the second part, its successors and assigns, that they, the said party of the first part are

the true, lawful and right ownerS of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever: except as aforesaid.

And Also that the said party of the first part now have good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

And Also, that the said party of the first part

will Warrant, secure, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever. except as aforesaid.

In Witness Whereof, the said party of the first part have hereunto set their handS and sealS the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of

Colin Whitworth Gray-Lewis

H. Raymond Eisner.

Elsie Eisner.

J. Lester Eisner.

Virginia S. Eisner.

Monroe Eisner.

Winone Eisner.