

KNOW ALL MEN BY THESE PRESENTS:

THAT The DeForest & Hotchkiss Company, a corporation organized and existing under the laws of the State of Connecticut and located and having an office in the Town and County of New Haven in said State, does hereby release and discharge two certain mortgages from Irving B. Anderson to it; one dated August 7, 1940, and recorded in the Land Records of the Town of Cheshire, in the County of New Haven and State of Connecticut, in Volume 58 on Page 247, and one dated August 7, 1940, and recorded in Volume 62 on Page 70 of said Land Records. It is distinctly understood and agreed that the within release is a release of the mortgage interests of said releasor and said releasor expressly reserves any and all right it has or may have to file a mechanics lien for labor performed or materials furnished in the construction of the building or buildings on the premises hereby released.

IN WITNESS WHEREOF, On this 19th day of November, 1940, said The DeForest & Hotchkiss Company has caused this instrument to be executed in its behalf and its corporate seal to be hereto affixed by Thomas L. Wimble, its Treasurer thereunto duly authorized.

Signed, sealed and delivered
in presence of

Charles M. Lyman

Anna Mitchell

The DeForest & Hotchkiss Company
(Corporate Seal)
By Thomas L. Wimble (L.S.)
Its Treasurer

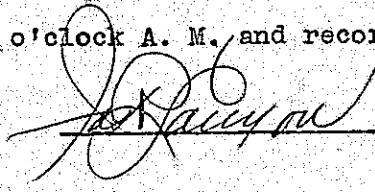
STATE OF CONNECTICUT)
COUNTY OF NEW HAVEN) ss.

New Haven, November 19, 1940.

Personally appeared Thomas L. Wimble, Treasurer of The DeForest & Hotchkiss Company, signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed as such Treasurer, and the free act and deed of said corporation, before me.

Charles M. Lyman
Notary Public.

Received for record November 20th 1940 at 10/5 o'clock A. M. and recorded by,


Town Clerk.

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME - GREETING:

KNOW YE, THAT I, August Anderson, of the Town of Cheshire, County of New Haven, and State of Connecticut, for the consideration of One Dollar and other valuable considerations but less than One hundred Dollars, received to my full satisfaction of Irving B. Anderson, of said Town of Cheshire, do give, grant, bargain, sell, and confirm unto the said Irving B. Anderson and unto his heirs and assigns forever, all that certain piece or parcel of land, with the buildings and all improvements thereon, situated in said Town of Cheshire, containing forty-three (43) acres more or less, and bounded and described as follows:
EASTERLY by the highway known as Honey Pot Road (heretofore sometimes known as Sunnybrook Avenue); SOUTHERLY by the highway known as Power House Road; WESTERLY by land formerly belonging in part to Abbie L. Walter and in part to Levi Munson,

more lately belonging to the State of Connecticut; NORTHERLY in part by land now or formerly of said State of Connecticut, and in part by land now or formerly of the heirs of Amos Doolittle.

Excepting therefrom and not hereby conveying the premises known as Lot 4 on a Map of land of D. Oland Anderson, on file in the Cheshire Town Clerk's Office, said lot 4 being now owned by Andrew Sengstacken and Madeline C. Sengstacken.

Excepting, also, therefrom and not hereby conveying Lot No. 18 as shown upon a Map of Section 1 "Honey Pot Glen", June, 1940, on file in the Cheshire Town Clerk's Office.

A portion of the above described premises is shown upon said Map of Section 1 "Honey Pot Glen" and all of said premises are shown upon a certain Map of Honey Pot Glen, July, 1939, Charles Grime, Reg. Engr. now on file with the Trust Department of The Second National Bank of New Haven, Connecticut.

Said premises are conveyed subject to the following restrictions which shall apply to each individual lot as shown on said last mentioned Map; that all Lots in the tract shall be known and described as residential Lots; that the same shall be used solely and wholly for residential purposes; that no noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; that no structures shall be erected, altered, placed, or permitted to remain on any residential plot other than one detached single family dwelling, not to exceed 2-1/2 stories in height, and a private garage for not more than two cars; that any building so erected shall be located not nearer to the front Lot line than as shown on said Map, nor nearer than 15 feet to any side Lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located 100 feet or more from the front Lot line; that no portion of any Lot as shown on said Map shall be so conveyed that the remaining portion of that Lot shall not conform to the foregoing requirements; that no residential structure shall be erected or placed on any building plot which plot has an area of less than 14000 square feet, and a width of less than 90 feet at the front building setback line; that no persons of any race other than the white race shall use or occupy any building or any Lot except that this covenant shall not prevent the occupancy by domestic servants of a different race domiciled with an owner or tenant; that any such dwelling house shall cost not less than \$4000, and that the ground floor area of the main structure, exclusive of one story open porches and garages, to be not less than 650 square feet, in the case of a one story structure, and not less than 525 square feet in the case of a 1-1/2, 2 or 2-1/2 story structure;

That no trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence;

That no building, refuse, or fill other than clean fill shall be placed or stored on any of the Lots numbered 1 to 9 and 37 to 41, as shown on said Map, within 25 feet of the rear property line of each Lot or within 25 feet of the edge

Personally appeared August Anderson, signer and sealer of the foregoing

instrument and acknowledged the same to be his free act and deed before me,

Charles M. Lyman
Notary Public.

Received for record November 20th 1940 at 10/10 o'clock A.M. and recorded by,

[Signature] Town Clerk.

Released in part

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TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME - GREETING:

KNOW YE, THAT I, Irving B. Anderson, of the Town of Cheshire, County of New Haven and State of Connecticut, for the consideration of Seven Thousand (7,000) Dollars, received to my full satisfaction of August Anderson, of said Town of Cheshire, do give, grant, bargain, sell and confirm unto the said August Anderson, and unto his heirs and assigns forever, all that certain piece or parcel of land, with the improvements thereon, situated in said Town of Cheshire, known as Lots No. 19 to 22 inclusive, 26 to 29 inclusive, 30 to 36 inclusive, and 42 to 49 inclusive, as shown on Map entitled "Map of Honey Pot Glen, Cheshire, Conn. July, 1939, Scale 1 inch equals 100 feet", Charles Grime, Registered Engineer, which Map is filed with the Trust Department of the Second National Bank of New Haven, reference thereto being had for a more particular description of said Lots and the premises herein mortgaged.

Being a portion of the premises this day conveyed to me by said August Anderson.

Said premises are subject to the restrictions contained in said deed to me from said August Anderson.

For valuable consideration grantee herein agrees for himself, his heirs and assigns, that he will at any time or times hereafter, upon request of said grantor, his heirs or assigns, release from this mortgage such Lot or Lots as grantor, his heirs or assigns, may desire, upon payment therefor of \$300 for each Lot so released.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, his heirs and assigns forever, to him and their proper use and behoof. And also, I, the said grantor, do for myself, my heirs, executors and administrators, covenant with the said grantee, his heirs and assigns, that at and until the ensealing of these presents, I am well seized of the premises as a good indefeasible estate in FEE SIMPLE; and have good right to bargain and sell the same in manner and form as above written; and that the same is free from all encumbrances whatsoever, except as aforesaid.

AND FURTHERMORE, I the said grantor do by these presents bind myself and my heirs forever to Warrant and defend the above granted and bargained premises to him the said grantee, his heirs and assigns, against all claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of November, A. D. 1940.

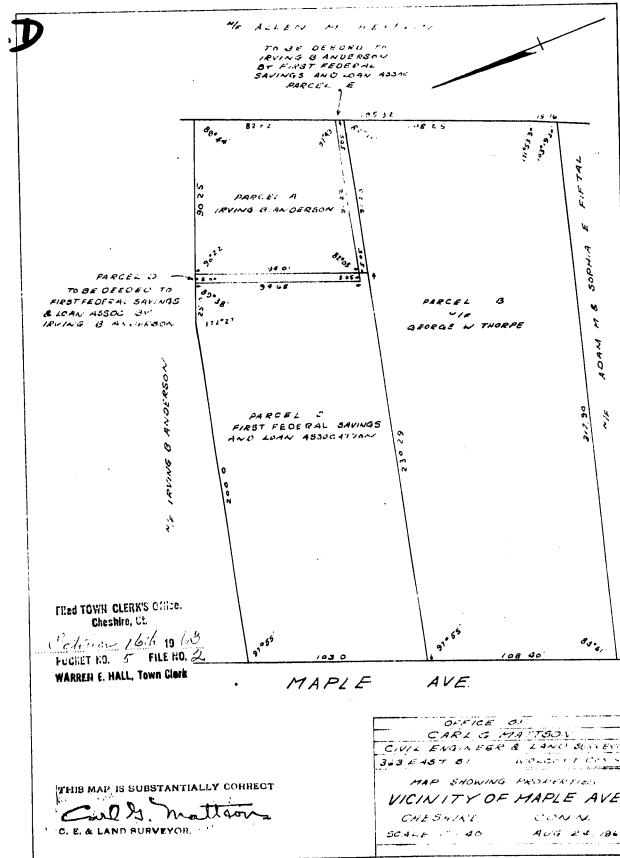
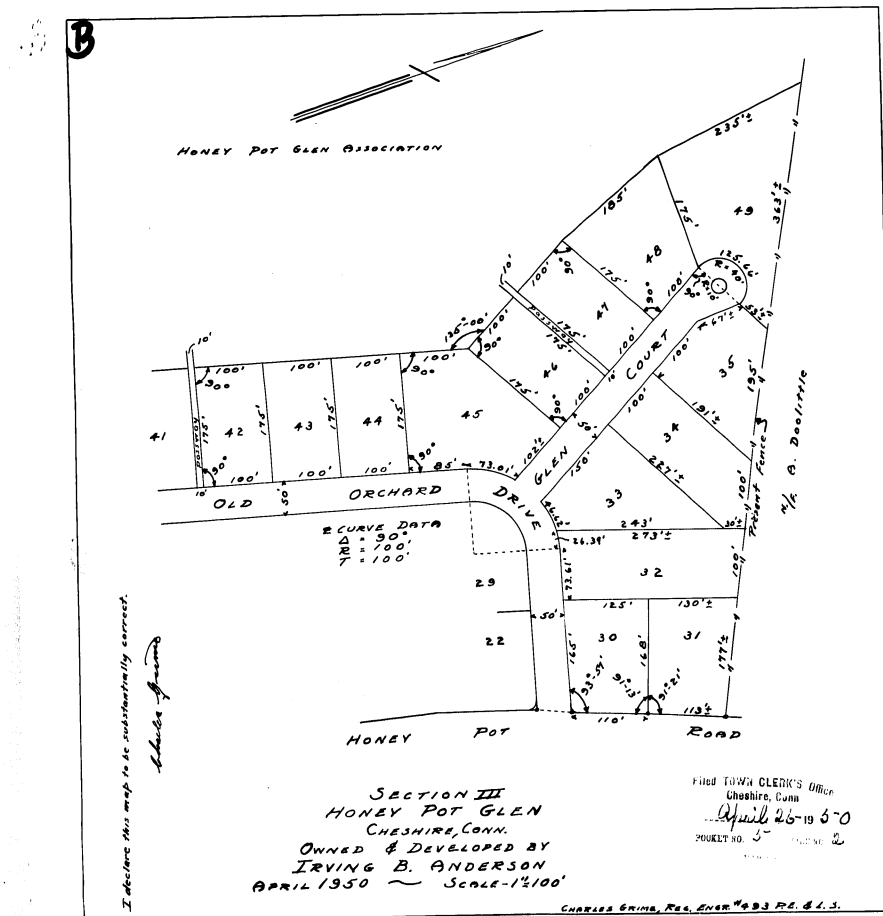
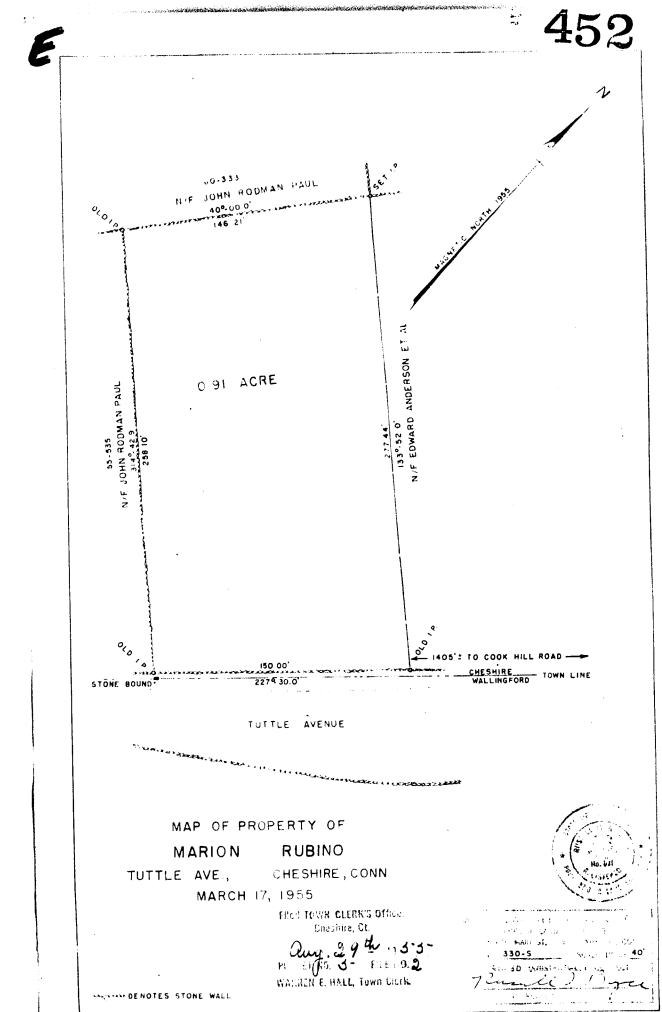
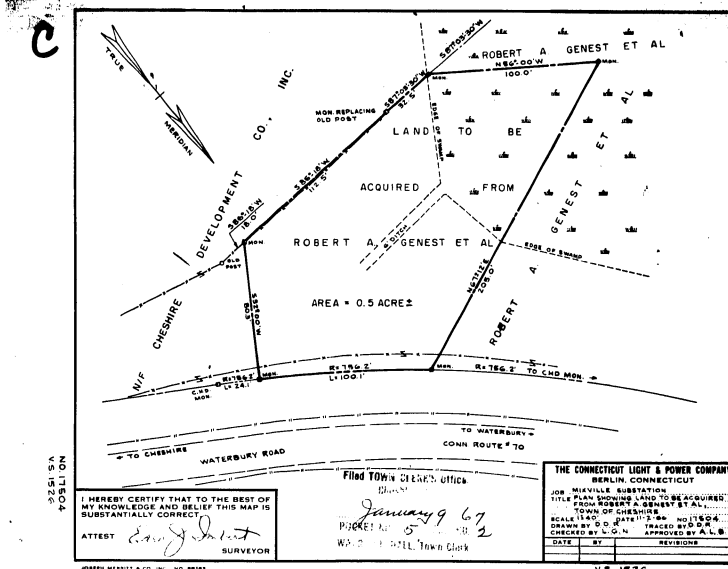
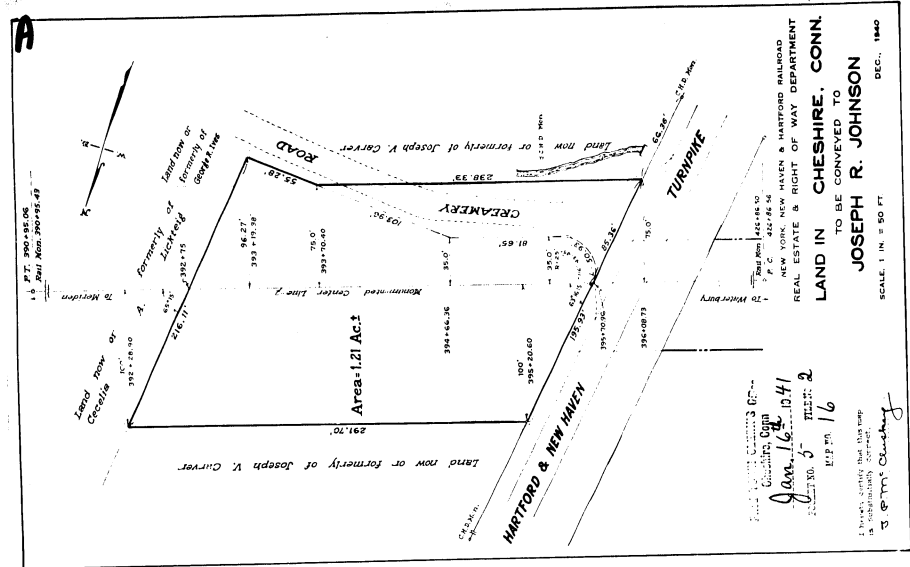
THE CONDITION OF THIS DEED IS SUCH that whereas I indebted to said grantee in the sum of Seven Thousand (7,000) Dollars as evidenced by my promissory note dated

Released Vol. 125 Page 511

8/7/61

Property Information "Honey Pot Glen"				Map of Sections 1 and 2, 1940-41
	Current Address	Lot # on map	Year Built	Deed-Covenant Notes
1	132 Country Club Rd	1	1981	Restricted by Vol. 62 Pg. 229
2	140 Country Club Rd	2	1981	Restricted by Vol. 62 Pg. 229
3	148 Country Club Rd	3, 4, 5	1938	Covenant not referred to in the deed, but the land is part of the grant that includes the covenant.
4	160 Country Club Rd	6, 7, 8	1955	Covenant not referred to in the deed, but the land is part of the grant that includes the covenant.
5	176 Country Club Rd	9	1948	Covenant not referred to in the deed, but the land is part of the grant that includes the covenant.
6	194 Country Club Rd	10	1949	Restricted by Vol. 62 Pg. 229
7	825 Wolf Hill Rd	11	1948	Restricted by Vol. 62 Pg. 229
8	845 Wolf Hill Rd	12	1942	Restricted by Vol. 62 Pg. 229
9	863 Wolf Hill Rd	13	1941	Restricted by Vol. 62 Pg. 229
10	875 Wolf Hill Rd	14	1941	Restricted by Vol. 62 Pg. 229
11	4 Glenbrook Dr	16	1940	Restricted by Vol. 62 Pg. 229
12	5 Glenbrook Dr	15	1940	Restricted by Vol. 62 Pg. 229
13	25 Glenbrook Dr	37	1942	Restricted by Vol. 62 Pg. 229
14	33 Glenbrook Dr	38	1953	Restricted by Vol. 62 Pg. 229
15	34 Glenbrook Dr	23	1941	Restricted by Vol. 62 Pg. 229
16	41 Glenbrook Dr	39	1941	Restricted by Vol. 62 Pg. 229
17	50 Glenbrook Dr	24	1941	Restricted by Vol. 62 Pg. 229
18	51 Glenbrook Dr	40	1981	Restricted by Vol. 62 Pg. 229
19	57 Glenbrook Dr	41	1962	Restricted by Vol. 62 Pg. 229
20	66 Glenbrook Dr	25	1940	Restricted by Vol. 62 Pg. 229
21	71 Glenbrook Dr	42	1963	Part of Section 3 map. No sales in the history. Covenant not referred to in the deed, but other properties in Section 3 are restricted by Vol. 62, Pg. 299.
22	76 Glenbrook Dr	26	1979	Restricted by Vol. 62 Pg. 229
23	79 Glenbrook Dr	43	1964	Restricted by Vol. 62 Pg. 229
24	84 Glenbrook Dr	27	1950	Restricted by Vol. 62 Pg. 229
25	87 Glenbrook Dr	44	1953	Restricted by Vol. 62 Pg. 229
26	98 Glenbrook Dr	28	1937	Restricted by Vol. 62 Pg. 229
27	103 Glenbrook Dr	45	1951	Restricted by Vol. 62 Pg. 229
28	116 Glenbrook Dr	29	1955	Restricted by Vol. 62 Pg. 229
29	117 Glenbrook Dr	32	1952	Restricted by Vol. 62 Pg. 229
30	131 Glenbrook Dr	30	1952	Restricted by Vol. 62 Pg. 229
31	14 Glen Ct	33	1952	Restricted by Vol. 62 Pg. 229
32	17 Glen Ct	46	1958	Restricted by Vol. 62 Pg. 229
33	34 Glen Ct	34	1950	Restricted by Vol. 62 Pg. 229
34	35 Glen Ct	47	1960	Only two sales of property; no mention of Vol 62 Pg 229. However, lot was clearly part of the original grant subject to the restrictions of Vol 62 Pg 229.
35	49 Glen Ct	48	1960	Restricted by Vol. 62 Pg. 229
36	50 Glen Ct	35	1955	Restricted by Vol. 62 Pg. 229
37	70 Glen Ct	49	1960	Restricted by Vol. 62 Pg. 229
38	927 Wolf Hill Rd	17	1942	Restricted by Vol. 62 Pg. 229
39	949 Wolf Hill Rd	18	1790	Even though this lot was excepted in Vol 62, Pg 299, the deed history shows this property as restricted by Vol. 62, Pg 299.
40	957 Wolf Hill Rd	19	1995	Restricted by Vol. 62 Pg. 229
41	967 Wolf Hill Rd	20	1973	Restricted by Vol. 62 Pg. 229
42	975 Wolf Hill Rd	21	1947	Part of Section 2. No sales history, thus no record of the covenant. Other properties in Section 2 are restricted by Vol 62 Pg 299.
43	1015 Wolf Hill Rd	31	1955	Restricted by Vol. 62 Pg. 229

Vol. 62 Page. 229 (230) reads, "that no persons of any race other than the white race shall use or occupy any building or any Lot except that this covenant shall not prevent the occupancy by domestic servants of a different race domiciled with an owner or tenant;"



Hall & McChesney Inc.
1878
OUR 100th YEAR
1878

Pocket 5 Folder 2

Cheshire, CT

Area formerly known as Honey Pot Glen, now Glenbrook Dr., Glen Court, Country Club Rd., and Wolf Hill Rd.

