

Agreement

Made this 31 day of June
in the year One Thousand Nine Hundred and Thirty-nine.

BETWEEN Van Ness Corporation, a New Jersey corporation having its principal office at 24 Commerce Street in the City of Newark, County of Essex and State of New Jersey, party of the first part,

AND ALBERT L. CUMMINGS of 1527 North 54th Street, in the City of Philadelphia, County of Philadelphia, State of Pennsylvania, party of the second part.

WHEREBY the party of the first part agrees to convey by Deed of Warranty free and clear of all liens except the restrictions which shall run with the land from the Van Ness Corporation, or its assigns, lots 1/2 27 - #25, #26 in block "A" at Cape Breton, as shown on a certain map entitled "Plan of Lots of Cape Breton" on the Metedeconk, Brick Township, Ocean County, N. J., surveyed January 1937 by J. D. Humphries, C. E., Point Pleasant, N. J.", together with a rustic cabin plan No. 1055, as per the following specifications and blueprint attached.

FOUNDATION Cabin to be erected on solid foundation 3 Blocks High of concrete blocks

CELLAR NONE

FLOOR JOISTS Floor joists to be 2" x 6" set at 16" centers.

FLOORING Floor to be laid with 1" x 4" N. C. Pine.

STUDDING All studding to be 2" x 4" set at 24" centers.

ROOFING All roof rafters to be 2" x 4" set at 24" centers.
Roof rafters to be covered with 1"x8" or 1"x10" shiplap.
Roof to be covered with No. 11-1/3 Hexagon shingles, color optional, with 12 pound felt paper underneath asphalt shingles. Blue & Tan Roof

PARTITIONS Living room to be 4 sides, plate high with cypress.
Two bedrooms to be of brown masonite, half way to plate; remaining, 4 sides, cream masonite, plate high, stripped to give panel effect.
Kitchen and bathroom to be finished 4 sides, plate high with plywood, stripped to give panel effect.

SIDING Building to be enclosed with Sisal paper, and finished with 1" x 8" cypress siding. LOG ENDS.

WINDOWS Windows to be as shown on plan.

SHUTTERS Four (4) pair shutters and two (2) flower boxes to be provided.

DOORS Doors to be as shown on plan.

CLOSETS Closets to be as shown on plan.

PAINTING All interior and exterior of cabin to have one coat of oil stain.
One coat of paint, color optional, to be applied to all outside trim.

PLUMBING One flush toilet to be installed in bathroom.
One stall shower to be installed in bathroom.
One wash basin to be installed in bathroom.
One regular sink to be installed in kitchen.

WATER Water to be supplied from **DRIVEN Well.** 72

FIREPLACE Chimney to be constructed of **concrete blocks, stuccoed.**
Chimney to be flue lined.
One **brick-** faced fireplace together with rustic mantel and side rotary control damper to be built as shown on plan.

SCREENS **Porches and windows to be screened, except windows facing on porch.**
Screen doors to be provided.

ELECTRICITY (**8**) electric outlets and (**1**) switches to be installed in cabin, inspection included.
One **ONE** gal. electric pump to supply water to all fixtures.

SANITATION One **cesspool** to be erected in yard to take all drains.

HARDWARE All necessary hardware similar to that used in other cabins at **Cape Breton** to be supplied by the party of the first part.

FINISH Cabin to be built in a rustic style, rough finish, the same as other cabins at **Cape Breton.**

QUALITY Material and workmanship in this cabin to be similar to that employed in all other cabins at **Cape Breton.**

EXTRAS The party of the second part hereby agrees to pay extra for any materials and labor used for additional work not included in these specifications or for any changes in the specifications above set forth.

FIRE INSURANCE It is understood and agreed that the party of the first part will cover the above described cabin for \$ _____ and that the party of the second part will pay for the premium on this insurance. This is for the protection of both parties to this contract.

COMPLETION The above specified cabin is to be completed within (_____) days from date, weather permitting.

It is further agreed, by the parties hereto, that the said Deed of Warranty shall be delivered and received at the offices of Van Ness Corp. at Breton Woods between the hours of

the said 22 day of July, 1939

AND, for the above described cabin and lots the party of the second part agrees to pay to the party of the first part the total purchase price of \$ 2205.00

Two thousand, two hundred five and 00/100- - - - DOLLARS, payable as follows:

Note for 250.00 due June 18, 1939 250.00

Upon the signing of this agreement, receipt of which is hereby acknowledged \$ 55.00

2350.32
7.2

By the execution and delivery of an FHA Title #1 purchase money mortgage July 22 1939 in the amount of \$ 2,350.32 which provides for 84 monthly payments of \$27.98 each, together with a note in like amount providing for similar payments and to draw interest after maturity.

And payment to the party of the first part from the proceeds of the above mortgage, July 22 1939 \$ 1900.00

This proposal is made for immediate acceptance and upon the understanding that if accepted the following conditions are agreed to:

All agreements are contingent upon delays beyond our reasonable control.

All materials and workmanship shall be in accordance with the plans and specifications and ordinary mill and shop practice unless otherwise stipulated herein.

Should the party of the second part desire to make any changes or substitutions he shall have the privilege of so doing at his own expense if not interfering with other construction details.

Reasonable doubt of the party of the second part's financial responsibility shall entitle the party of the first part to stop operations, decline building or stop any material in transit without liability to the party of the first part, until the party of the second part shall have paid for the material or satisfied the party of the first part of financial responsibility.

It is mutually agreed by the party of the first part to accept and by the party of the second part to pay to the party of the first part the sum of \$85.00 as liquidating damages for services rendered by the party of the first part in connection with this contract in the event that the party of the second part is unable to meet any of the terms of this agreement, or to pass the usual character and financial investigation or secure acceptable financing.

It is expressly agreed that there are no written or verbal promises, agreements or understandings outside of this contract. These specifications and blueprint are an instrument for the erection of the within described building and therefore the property of the Van Ness Corporation. They are to be returned to the Van Ness Corporation upon completion of the building.

TO ALL OF THE ABOVE both parties agree, and in witness whereof, have set their hands and seals this day and year first above written. This contract is not subject to cancellation by the party of the second part.



VAN NESS CORPORATION

By H. W. Causers
President

Maria Ludwig
Secretary

+ Albert L. Cunningham (L. S.)

Witness (L. S.)

If the loan is not granted money paid in is not forfeited. (72)