

PARCEL NO. 801  
114-16 Fullerton Street  
118 Boone Way  
Lot #241; Block #2-D

Benjamin Fairman and Ethel, his wife  
George Fairman and Ruth P., his wife  
Rose F. Reznik, and Lawrence, her  
husband U.T. 251902

# Offer and Agreement for Sale of Land

**Witnesseth**, That the undersigned (hereinafter called the "Seller") being the owner thereof, intending to be legally bound hereby, irrevocably offers and agrees to sell and convey to the URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH (hereinafter called the "Buyer") the premises described in Schedule A attached hereto and made a part hereof upon the following terms and conditions:

Upon the acceptance of the said offer and proper execution and delivery to Seller of a counterpart hereof by Buyer, the Seller, for **them selves, their** heirs, executors, administrators and assigns do covenant, promise and agree in consideration of the payment of the purchase price of **Forty thousand five hundred** Dollars (\$**40,500.00**), to grant and convey on or before **December 31, 1956** to Buyer at the proper costs and charges of Seller, by deed of general warranty a good and marketable title in fee simple, such as will be insured by any title insurance company, and free and clear of all encumbrances, the said premises.

**Together** with all and singular the buildings, improvements and appurtenances,

Seller hereby acknowledges receipt of the sum of **Two thousand** Dollars (\$ **2,000.00** ) as advance payment on the said purchase price.

Possession shall be given with delivery of the deed.

The plumbing, wiring, heating system and all other fixtures annexed to the said building are included in the said sale.

Rents, taxes and water rents shall be apportioned to date of delivery of deed.

State and City realty transfer taxes and U. S. Documentary taxes shall be paid by Seller.

Loss or damage to the property by fire or other casualty shall be at the risk of Seller until title has been conveyed to Buyer.

The sellers represent that the only outstanding leases are as follows, and that there are no other tenants or occupiers of the building:

Cornelius Jamison, 114 Fullerton Street, 2nd floor-rear, \$35.00 monthly rental, month-to-month written lease.

Joseph W. Weaver, 114 Fullerton Street, 3rd floor, \$70.00 monthly rental, yearly lease containing 30 day sales clause.

Sellers hereby agree that they will not lease any portion of the property herein described from date of this Agreement without the authority and consent of the Urban Redevelopment Authority. Sellers agree to assign to buyer all their rights, title, and interest in aforesaid leases at time of settlement.

Notwithstanding the prior execution of this agreement by Buyer, Buyer in lieu of completing the purchase of said premises may, at any time, proceed to acquire the said premises by condemnation. The Seller agrees, as an independent stipulation to such condemnation upon the payment of just compensation, which shall be the balance of the purchase price above stated, which purchase price the Seller hereby declares and stipulates to be the fair market value of the said premises, inclusive of every interest therein.

In consideration of the delivery by Seller to Buyer of the aforesaid deed and the faithful performance by Seller of the terms of this Agreement, Buyer covenants, promises and agrees to pay unto Seller, **their** executors, administrators or assigns the total sum of

**Forty thousand five hundred** Dollars (\$**40,500.00**), being the purchase price, as follows:

**Two thousand** Dollars (\$ **2,000.00** ) advanced at the time of execution by Seller of this Agreement and **thirty eight thousand**

**five hundred** Dollars (\$**38,500.00** ) at the time of delivery of the deed and possession of the premises.

Dated at Pittsburgh, Pennsylvania, this 11<sup>th</sup> day of ~~August~~ **SEPTEMBER** 1956

**Witness:**

<u>Sonya Fairman</u>	(BF) <u>Benjamin Fairman</u>	(SEAL)
<u>Sonya Fairman</u>	(EF) <u>Ethel Fairman</u>	(SEAL)
<u>Margaret Fairman</u>	(GF) <u>George Fairman</u>	(SEAL)
<u>Margaret Fairman</u>	(RPF) <u>Ruth Patten Fairman</u>	(SEAL)
<u>Margaret Fairman</u>	(RFR) <u>Rose Fairman Reznik</u>	(SEAL)
<u>Stom Reznik</u>	(LR) <u>Lawrence Reznik</u>	(SEAL)

ACCEPTED Sept 17 1956:

URBAN REDEVELOPMENT AUTHORITY OF PITTSBURGH

ATTEST:  
(SEAL)  
Thomas H. Corbett  
Secretary

By Robert B. Shaw  
Asst. Executive Director

PARCEL NO. 801

SCHEDULE A

ALL THAT CERTAIN LOT OR PIECE OF GROUND situate in the 3rd Ward (formerly 8th Ward), City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being part of Lots Nos. 6 and 8 and all of Lot No. 7 in Thos. Scott's Plan of Lots, recorded in Plan Book Vol. 1, page 28, bounded and described as follows, to wit:

BEGINNING on the Westerly side of Fullerton (formerly Fulton) Street at the distance of 140 feet Southwardly from the corner of Hazel (formerly Decatur) Street and Fullerton Street; thence along Fullerton Street Southwardly 32 feet,  $4\frac{1}{2}$  inches to the brick wall of a dwelling house now or late owned by Hugh M. Philpot and Jane W., his wife; thence at right angles to Fullerton Street and parallel with Hazel Street Westwardly 100 feet to Boone Way, formerly Bank Alley; thence along Boone Way Northwardly 32 feet  $4\frac{1}{2}$  inches; and thence at right angles to Boone Way and parallel with Hazel Street 100 feet to the place of beginning.

Known as 114-116 Fullerton Street and A- 11 B Boone Way.

BEING designated as Block 2-D, Lot No. 241 in the Deed Registry Office of Allegheny County.

BEING the same premises which Herman Rabinovitz and Elizabeth Rabinovitz, his wife, by their deed dated Sept. 1, 1922, and recorded in D.B. Vol. 2128, page 529, conveyed to Harry Fairman.

The said Harry Fairman being so seized died testate Sept. 17, 1954, and by his Last Will and Testament, W.B. Vol. 321, page 139, devised the balance of his estate, of which this is a part, to his children, Benjamin Fairman, George Fairman, and Rose Fairman, share and share alike.

At #4020 of 1954 in the Estate of Harry Fairman all unconverted real estate, of which this is a part, was decreed to Benjamin Fairman, George Fairman, and Rose Fairman Reznik.

A copy of said decree is recorded in the Recorder's Office in D.B. Vol. 3514, page 132.