

## RESIDENTIAL UNIT DEED

THIS INDENTURE, made the 22<sup>nd</sup> day of August, 1983, between THE TRUMP-EQUITABLE FIFTH AVENUE COMPANY, a joint venture formed under the partnership laws of the State of New York, having an office at 1285 Avenue of the Americas, New York, New York 10019 (the "Grantor") and LASA TRADE AND FINANCE, INC., having an office at c/o KEVIN MACCARTHY ASSOCIATES, 485 MADISON AVE, N.Y. N.Y. 10022 (the "Grantee"),

## WITNESSETH:

That the Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Residential Unit (the "Unit") known as Unit No. 54-K in the premises known as Trump Tower Condominium and by the street numbers 721-725 Fifth Avenue, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit No. 54-K in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated February 24, 1983, and recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on March 23, 1983, in Reel 674, page 848, and also designated as Tax Lot 1191 in Block 1292 of Section 5 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by Swanke Hayden Connell & Partners, Architects, on February 2, 1983, and filed in the City Register's Office on March 23, 1983, as Condominium Plan No. 86. The premises within which the Unit is located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of Trump Tower Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided .3124948 % interest in the Common Elements;

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters of record as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the New York Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are

insufficient to submit the Property to the provisions of the New York Condominium Act, the applicable provisions of Article 18 of the Declaration shall control.

Except as otherwise specifically permitted by the Residential Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund 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 same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this Indenture so requires.

This conveyance is made in the regular course of business actually conducted by the Grantor.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

THE TRUMP-EQUITABLE FIFTH AVENUE COMPANY, a Joint Venture

By THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, Venturer

By John T. Zustruccio  
ASST. Vice President

By [Signature]  
Donald J. Trump, Venturer

LASA TRADE AND FINANCE, INC.

By [Signature] - Attorney-in-Fact  
Grantee

\_\_\_\_\_  
Grantee

**SCHEDULE A**  
**DESCRIPTION OF THE LAND**

All that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the Northerly side of East 56th Street with the Easterly side of Fifth Avenue; running

**THENCE** Easterly along the Northerly side of East 56th Street, 175 feet;

**THENCE** Northerly and parallel with the Easterly side of Fifth Avenue and part of the distance through a party wall, 100 feet 5 inches, to the center line of the block;

**THENCE** Westerly along the center line of the block, 50 feet;

**THENCE** Northerly and parallel with the Easterly side of Fifth Avenue, 15 feet;

**THENCE** Westerly and parallel with the Northerly side of East 56th Street, 125 feet to the Easterly side of Fifth Avenue; and

**THENCE** Southerly along the Easterly side of Fifth Avenue, 115 feet 5 inches, to the point or place of **BEGINNING**.

Said premises being known as 721-725 Fifth Avenue.

**SCHEDULE B**  
**PERMITTED ENCUMBRANCES**

1. Zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.
2. State of facts shown in the survey of the Land and the foundation of the Building made by Earl B. Lovell-S.P. Belcher, Inc. on March 16, 1981 and any additional state of facts which a subsequent survey or personal inspection thereof would show, provided such facts would not prevent the use of the Unit for dwelling purposes.
3. Any state of facts which an accurate survey of the Unit would show, provided such state of facts would not prevent the use of the Unit for dwelling purposes.
4. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws and the Rules and Regulations, the Power of Attorney from the Grantee to the Residential Board and the Floor Plans.
5. Consents by the Grantor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Land may abut.
6. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Land and Building.
7. Revocability of licenses for vault space, if any, under the sidewalks and streets.
8. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.
9. Leases and service, maintenance and license agreements, if any, of other Units or portions of the Common Elements.
10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.
11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Residential Board), except that the Grantor shall pay all such assessments due prior to the Closing Date and the Grantee shall pay all assessments due from and after such date.
12. Covenants and restrictions recorded in the City Register's Office in Liber 1195, Cp. 361; Liber 32, Cp. 360, Section 5; Liber 2330, Cp. 322; Liber 2237, Cp. 44; Liber 2254, Cp. 5; and Liber 58, Cp. 205, Section 5; provided that The Title Guarantee Company ("Title Guarantee") (or such other title insurance company which insures the Grantee's title to the Unit) would be willing, in a fee policy issued by it to the Grantee, to insure the Grantee that there is no condition or provision for forfeiture or reversion of title to the Land, the Building or the Unit.

13. Easement Agreement recorded in the City Register's Office in Reel 524 P. 1274.
14. Declaration of Restrictions recorded in the City Register's Office in Reel 529 P. 151 and Waiver of Declaration of Zoning Lot Restrictions recorded in the City Register's Office in Reel 529 P. 161.
15. Declaration of Zoning Lot Restrictions recorded in the City Register's Office in Reel 529 P. 173 and Waiver of Declaration of Zoning Lot Restrictions recorded in the City Register's Office in Reel 529 P. 185.
16. Zoning Lot Description and Ownership Statement recorded in the City Register's Office in Reel 529 P. 188.
17. Obligation to maintain roof terrace on building located at 4-6 East 57th Street, New York, New York, in accordance with lease made by Leonard S. Kandell and Florence Kandell, as landlord, to Trump Enterprises, Inc., as tenant, dated May 1, 1979, recorded in the City Register's Office in Reel 489 P. 1043, as such lease has been assigned and modified by:
  - (i) Assignment of Lease from Trump Enterprises Inc. to Donald J. Trump, dated May 1, 1979, recorded in the City Register's Office in Reel 489 P. 1110.
  - (ii) Assignment and Assumption Agreement of Lease from Donald J. Trump to The Trump-Equitable Fifth Avenue Company, dated January 30, 1980, recorded in the City Register's Office in Reel 512 P. 1014.
  - (iii) Modification of Lease between Leonard S. Kandell, Florence Kandell and The Trump-Equitable Fifth Avenue Company, dated April 21, 1980, recorded in the City Register's Office in Reel 524 P. 1286.
  - (iv) Modification of Lease between Leonard S. Kandell, Florence Kandell and The Trump-Equitable Fifth Avenue Company, dated June 25, 1980, recorded in the City Register's Office in Reel 529 P. 165.
18. Any other declaration or other instrument affecting the Property which the Grantor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, of any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.
19. Standard exceptions contained in the form of title insurance policy then issued by Title Guarantee (or such other title insurance company insuring the Grantee's title to the Unit).
20. Any encumbrance as to which Title Guarantee (or such other title insurance company which insures the Grantee's title to the Unit) would be willing, in a fee policy issued by it to the Grantee, to insure the Grantee that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.
21. Any other encumbrance against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.
22. Any lease covering the Unit made from the Grantor to the Grantee.

State of New York )  
 ) ss.:  
County of New York )

On this 4<sup>th</sup> day of August, 1983, before me personally came Donald J. Trump, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is a member of The Trump-Equitable Fifth Avenue Company, a joint venture formed under the partnership laws of the State of New York, that he executed the foregoing instrument in the name of The Trump-Equitable Fifth Avenue Company, that he had authority to sign the same, and he acknowledged to me that he executed the same as and for the act and deed of said joint venture.

Meryl Goldberg  
Notary Public  
MERYL B. GOLDBERG  
Notary Public, State of New York  
No. 31-4746100  
Qualified in New York County  
Commission Expires March 30, 1985

State of New York )  
 ) ss.:  
County of New York )

On the 4<sup>th</sup> day of August, 1983, before me personally came John T. Quarles, to me known, who, being by me duly sworn, did depose and say that he resides at 25 6th Ave, 44th St., Brooklyn, NY 11214; that he is the Asst. Vice President of The Equitable Life Assurance Society of the United States, a corporation which is a member of The Trump-Equitable Fifth Avenue Company, the joint venture formed under the partnership laws of the State of New York described in and which executed the foregoing instrument; that he signed h name thereto by order of the board of directors of said corporation; and that said corporation executed the same as and for the act and deed of said joint venture.

Meryl Goldberg  
Notary Public  
MERYL B. GOLDBERG  
Notary Public, State of New York  
No. 31-4746100  
Qualified in New York County  
Commission Expires March 30, 1985

State of New York )  
 ) ss.:  
County of New York )

On the \_\_\_\_\_ day of \_\_\_\_\_, 198 , before me personally came \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument; and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

State of New York )  
 ) ss.:  
County of New York )

On the \_\_\_\_\_ day of \_\_\_\_\_, 198 , before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the foregoing instrument; and that he signed h name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

REEL 713 PG 288

State of New York )

County of NY ) ss:

On the 22<sup>nd</sup> day of AUGUST, nineteen hundred and eighty-three before me came KEVIN MCCARTHY, to me known to be the attorney in fact of LISA TRAD & FINANCE, INC. the individual described in and who by said attorney in fact executed the foregoing instrument, and duly acknowledged before me that (s)he executed the same as the act and deed of SAIC CORPORATION therein described, and for the purpose mentioned therein, by virtue of a power of attorney duly executed by the said CORPORATION, dated the 15<sup>th</sup> day of AUGUST, 1983, and intended to be recorded simultaneously herewith.

51  
11/28/83

*Meryl B. Goldberg*  
\_\_\_\_\_  
Notary Public

MERYL B. GOLDBERG  
Notary Public, State of New York  
No. 31-4746100  
Qualified in New York County  
Commission Expires March 30, 1985

Comp B.L. -

52

REEL 713 PG 289

83 AUG 29 P12: 06

830100778

RESIDENTIAL UNIT DEED

CITY REGISTER N.Y. COUNTY

OFFICE OF CITY REGISTER  
New York County  
RECORDED  
Witness my hand  
and official seal

THE TRUMP-EQUITABLE FIFTH AVENUE COMPANY,

Grantor

*George J. Faeth*

*e*

To

CITY REGISTER

LASA TRADE AND FINANCE, INC.

Grantee

15998

06-29-83	85712	A -- Lst	18.00
06-29-83	85713	--	1787.50
06-29-83	85714	-- Y Lst	1.00

Premises:

Section: 5  
Block: 1292  
Lot: 1191  
County: New York

LOC. VER. *JW*

\$ 1,287.50  
REAL ESTATE  
AUG 29 1983  
TRANSFER TAX  
NEW YORK  
COUNTY

CHICAGO TITLE INSURANCE COMPANY

222 BROADWAY

*A 13  
1P*

REG. FEE  
EST \$ 1787.50  
RPT # R 4604  
X-1

When Recorded, Return by Mail to:

MARY ANN O'HARA ESQ.  
485 MADISON AVE.  
SUITE 1310  
NEW YORK, N.Y. 10022.