

to execute and discharge the said office of member of the New Castle Tercentenary Commission, aforesaid, in all the several parts and branches thereof and knowing of all records, books, papers and writing whatsoever to the said office belonging:

TO HOLD, EXERCISE, AND ENJOY THE SAID OFFICE with all fees, perquisi-  
tions, emoluments and advantages thence lawfully arising, or therunto of right  
in himself a pertaining, until your term therein, according to law, shall of-  
fer you behaving yourself well so long in the said office.

In witness whereof, I, Albert N. Carvel Governor of the State of Delaware have hereunto set my hand and the Great Seal of the State of Delaware has been thereto affixed by the Secretary of State, at Dover, on this 12th day of September in the year of our Lord one thousand nine hundred and forty-nine and in the year of the Independence of the United States of America the

BY THE GOVERNOR  
Elbert H. Carvel

Mauris R. McDowell, Jr.  
Secretary of State.

OATH OF OFFICE.

AMOUNT OF DEDUCTION, }  
BALANCE }  
OF THE TAX.

Annette Mason Bush

Sworn to and subscribed before me this day of Oct. 31 A. D. 1949.

Compared  
Mullir

THIS AGREEMENT, made this 24th day of October, 1949, between LAWRENCE F. TALLEY and MILDRED P. TALLEY, his wife, both of Brandywine Hundred, New Castle County and State of Delaware, hereinafter called Grantors, and the subscribers, constituting and being the owners of more than one-half of any frontage of the lots included in the development known as Pembrey, situate in Brandywine Hundred, aforesaid, other than the lots owned by the Grantors.

SHAW, the Grantors by deed dated the 30th day of October, A. D. 1976, and recorded in the office for the Recording of Deeds, at Wilmington, in New Castle County aforesaid, in Deed Record C, Volume 41, Page 272, granted and conveyed the property comprising the development known as Pembrey to Marjorie A. Turner subject to the restrictions, easements and reservations therein contained; and

WHILES, in paragraph 7 thereof, the Grantors reserved the right to modify said restrictions, as follows:

"Right to Modify: The said grantors hereby expressly reserve the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the said grantors, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfare."

NOW, THIS AGREEMENT WITNESSETH: That Grantors in the exercise of the rights reserved to them to change and modify any of the restrictions, conditions, covenants, agreements or provisions in the aforementioned deed, and with the consent of the owners of more than one-half of the frontage of lots (other than lots still owned by the Grantors) in the development known as Pomeroy, said lots being laid out in accordance with a plot recorded in the Office of the Recorder of Deeds, aforesaid, in Deed Record V, Volume 35, Page 601, do hereby change and modify paragraph 4 of the Restrictions contained in the aforementioned deed in so far as it applies to the lots in said development still owned by the Grantors, as follows:

"4. BUILD SPACES. (a) No dwelling house over one and one-half stories high shall be erected closer than 25 feet to any side property line of any parcel of ground, except that unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building, may encroach on such restricted areas by projecting thereon not more than 10 feet, and stairs and uncovered porches may be built and maintained on any part of the restricted areas. Single story bay or bow windows not more than 10 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than 3 feet.

(b) No dwelling house of one and one-half stories or under shall be erected closer than 15 feet to any side property line of any parcel of ground, except that steps and uncovered porches may be built and maintained on any part of the restricted areas.

AND the said Grantors do in all other respects confirm and ratify the Restrictions contained in said Deed, as, herein changed and modified.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, and the other owners have evidenced their consent hereto by setting their hands hereto the day and year first above written.

Sealed and Delivered in the Presence of:	Lawrence P. Talley      (Seal)
Howard C. Kurtz as to L.P.T. & H.C.K.	Mildred P. Talley      (Seal)
	Wm. Clark Vernon
	Winfred H. Vernon
	Frederic W. Kurtz
	Kargory E. Kurtz
	Curtis Sinclair, Jr.
	Mary C. Sinclair
	Frederick G. Krapf, Sr.
	Rosa M. Krapf

James L. Sasse  
Laura C. Sasse  
K. Z. Fleetwood  
Anne W. Fleetwood  
H. A. Francis  
Virginia Ellis Francis  
Paul L. Salter  
Grace J. Salter

NEW CASTLE COUNTY      }  
                              }  
                              }  
                              }

RECEIVED, that on this 24th day of October 1940, personally  
served upon me, the subscriber, a Notary Public for the State of Delaware,  
WILLIAM F. KURTZ and a ROBERT F. THOMAS, his wife, parties to the foregoing  
Instrument of Writing, known to me heretofore to be such, and who fully acknowledge  
and admit this instrument of Writing to be their deed.

SIGNED under my Hand and Seal of Office, the day and year aforesaid.

\*\*\*\*\*  
\* Howard C. Kurtz      \*  
\* Notary Public           \*  
\* Appointed March 6, 1940    \*  
\* For 2 years            \*  
\* Delaware                \*  
\*\*\*\*\*  
Howard C. Kurtz  
Notary Public.  
Received for Record October 21, 1940.  
Morton S. Kent  
Recorder.                  Comptred  
Nellie

CILAC, COMMERCIAL TRUST COMPANY, a corporation of the State of  
Delaware, did on the 21st day of July, A. D. 1940, obtain a judgment by conser-  
vation in the Superior Court of the State of Delaware in and for New Castle County,  
against ISAAC A. THORNTON and EDITH GERTRUDE THORNTON for the sum of TWELVE  
HUNDRED TWELVE Dollars and 80 Cents (\$12,120.00) besides cost of suit, said  
judgment being No. 748 as of May Term A. D. 1940, (Judgment Docket D, Volume  
'9, page 488) and by the record of the said Court appears, which said judgment is  
a lien upon all and singular the lands and tenements of the said Isaac A.

Thornton and Edith Gertrude Thornton within the County of New Castle, Delaware;

AND NOW, the said Commercial Trust Company, a corporation of the  
State of Delaware, upon the suggestion, and at the special request of the said  
Isaac A. Thornton and Edith Gertrude Thornton, is desirous of discharging that  
portion of the real estate of the said Isaac A. Thornton and Edith Gertrude  
Thornton hereafter described, of and from all lien and obligation from the said  
judgment arising:

KNOW, THYSELF, AND ALL MEN BY THESE PRESENTS, That, the said com-  
mercial Trust Company, a corporation of the State of Delaware, for and in con-  
sideration of the sum of EIGHTEEN HUNDRED Dollars (\$18,00) to it in hand paid by  
the said Isaac A. Thornton and Edith Gertrude Thornton, the receipt whereof it does  
hereby acknowledge, and thereof forever acquit and discharge the said Isaac A.  
Thornton and Edith Gertrude Thornton, their heirs and assigns, has exonerated,