

## DEVELOPMENT APPLICATION

Page 1 of 5

## TOWN OF HACKETTSTOWN

## 1. GENERAL INFORMATION

A. Applicant: Name Keith DeTombeur  
Street Address 238 Alphano Rd  
Municipality Great Meadows, NJ 07838  
Telephone 973-945-0401

## B. Applicant Status:

Individual(s) ☒ Partnership ☐ Corporation ☐  
Other ☐ Specify \_\_\_\_\_

C. If Applicant is a Partnership or Corporation, attach a list of the names of persons having a 10% interest or more in said partnership or Corporation.

Check here if list is attached. ☐

D. Applicant relationship to property: Owner ☒ Lessee ☐  
Under Contract ☐ Other ☐ Specify \_\_\_\_\_

E. Property Owner (if other than Applicant): N/A

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Municipality \_\_\_\_\_

Telephone \_\_\_\_\_

F. Engineer/Land Surveyor:

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Telephone \_\_\_\_\_

DEVELOPMENT APPLICATION

Page 2 of 5

G. Attorney:

Name Michael S. Selvaggi, Esq., Lavery Selvaggi, Abromitis & Cohen, PC

Street Address 1001 Rt. 517

Municipality Hackettstown, NJ 07840

Telephone 908-852-2600

2. TYPE OF APPLICATION - check where appropriate

☐ Minor Site Plan

VARIANCES

☐ Minor Subdivision

☐ Use

☐ Preliminary Major Site Plan

☐ Bulk

☐ Preliminary Major Subdivision

☐ Final Major Site Plan

☒ Interpretation  
(appeal from Administrative Officer)

☐ Final Major Subdivision

☐ Conditional Use

(REFER TO SECTION 200 OF  
THE LAND USE ORDINANCE)

3. PROPERTY DATA

A. STREET ADDRESS 112 W Valley View

B. BLOCK NUMBER 32 LOT NUMBER 5

C. The location of the property is approximately \_\_\_\_\_ feet from  
the intersection of \_\_\_\_\_ and \_\_\_\_\_

D. Existing Use 2 family residence

E. Proposed Use 2 family residence

F. Zone District R 12.5

G. Acreage of Entire Tract to be Subdivided N/A

# DEVELOPMENT APPLICATION

Page 3 of 5

H. Proposed Number of Lots \_\_\_\_\_ N/A \_\_\_\_\_

I. Is the property located on a County of Warren Roadway?

Yes ☐ No ☒

J. Is the property located within 200' of a municipal boundary?

Yes ☐ No ☒

K. Was this property subject to a prior development application?

Yes ☐ No ☐

L. Is the property subject to any existing or proposed deed restrictions, easements, rights of way, private roads, or other dedications?

Yes ☐ No ☐

If so, attach all relevant information. Check here if such information is attached. ☐

4. DEVELOPMENT PROPOSAL - Describe the nature of the application being sought, including on-site improvements

See attached

5. SUBMISSIONS - List all maps, plats, sketches and other exhibits accompanying this application:

<u>Description</u>	<u>Date Prepared</u>	<u>Prepared By</u>
Zoning Official letter	1/24/89	Richard Harrison

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**6. VARIANCES**

Describe any proposed variances requested, detail and/or location, proposed block and lot and the specific section(s) of the Zoning Ordinance of the Town of Hackettstown from which relief is sought and the basis for said relief:

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**7. VERIFICATION AND AUTHORIZATION**

I hereby certify that the statements and information contained herein and attached hereto are true and correct.

Applicant Michael S. Selvaggi, Esq./attorney for  
Applicant/Owner

Date 2/10/2020

I hereby authorize the Applicant reference therein subject application and to proceed for approval of same.

Property Owner(s) Michael S. Selvaggi, Esq./attorney for  
Applicant/Owner

Date 2/10/2020

OFFICIAL USE ONLY

## 8. APPLICATION HISTORY

- A. Date Filed: 2/19/2020
- B. Date Complete: 3/24/2020
- C. Fee Paid: 750/1500 Date Paid: 2/19/2020
- B. Notice of Hearing: \_\_\_\_\_ Date of Publication \_\_\_\_\_
- \_\_\_\_\_ Date of Mailing \_\_\_\_\_
- \_\_\_\_\_ Affidavit Received \_\_\_\_\_

## 9. DISPOSITION OF APPLICATION

- A. \_\_\_\_\_ Application Denied
- B. \_\_\_\_\_ Application Withdrawn
- C. \_\_\_\_\_ Application Granted

DATE OF DISPOSITION: \_\_\_\_\_

## :::CHECK LIST::: Details required for Variance Applications

Note: See Section 802 C. of the Hackettstown Land Development Ordinance for further details of submission requirements and procedures.

✓ Application Form(s) and Checklist(s)(20 copies).

Waiver Plats or Plans (20 copies) signed and sealed by a N.J.P.L.S. or N.J.P.E., as required, and folded into eighths with title block revealed.

Waiver Scale of not less than 1" = 100' on one of four of the following standard sheet sizes (8 1/2" x 13"; 15" x 21"; 24" x 36"; or 30" x 42").

Waiver Key map at less than 1"=1000'.

Waiver Title block:

Waiver Name of subdivision or development, Town of Hackettstown, Warren County, with each sheet specifically titled with appropriately descriptive words;

Waiver Name, title, address and telephone number of subdivider or developer;

Waiver Name, title, address and license number of the professional or professionals who prepared the plot or plan;

Waiver Name, title and address of the owner or owners of record;

Waiver North arrow;

Waiver Scale (written and graphic);

Waiver Date of original preparation and of each subsequent revision thereof and a list of specific revisions entered on each sheet; and

N/A Names and addresses of partners or stockholders as required by Ordinance.

Waiver Acreage figures (both with and without areas within public rights-of-way).

Waiver Approval signature lines.

Waiver Existing block and lot number(s) of the lot(s) to be subdivided or developed as they appear on the Town Tax Map, and proposed block and lot numbers as provided by the Town Tax Assessor upon written request.

Waiver Tract boundary line (heavy solid line).

Waiver The location of existing and proposed property lines (with bearings and distances), streets, structures (with their numerical dimensions and an indication as to whether existing structures will be retained or removed), parking spaces, loading areas, driveways, watercourses, railroads, bridges, culverts, drain pipes, any natural features such as wetlands and treed areas; both within the tract and within one hundred feet (100") of its boundary.

Waiver The location and width of all existing and proposed utility easements, the use(s) for which they are intended, and the manner in which the easements will be controlled.

Waiver Zoning districts affecting the tract, including district names and all area and bulk requirements, with a comparison to the proposed development.

Waiver Proposed buffer and landscaped areas.

Waiver Delineation of flood plains, including both floodway and flood fringe areas. Contours as shown on the U.S.G.S. topographic sheets.

Waiver Marshes, ponds and land subject to flooding within the tract and within one hundred feet (100') thereof.

Waiver The names of all adjacent property owners as they appear on the most recent tax list prepared by the Clerk of the Planning Board or Clerk of the Zoning Board of Adjustment, as the case may be.

X Five (5) copies of a certification from the Town Tax Collector indicating that all taxes and assessments are paid to date.

N/A Concerning subdivisions only, existing and proposed monuments.

N/A Road right-of-way dedication and improvement, as applicable.

N/A Sight triangle easements, as applicable.

Waiver Deed descriptions (including metes and bounds), easements, covenants, restrictions, and roadway dedications.

✓ A sixty-year title search dated within 6 months of the application date including copies of all deeds, easements, covenants, restrictions and other items affecting title to the property.

Waiver Highlands Consistency Determination or, in the alternative, documentation per Section 807 of the Land Development Ordinance entitled "Highlands Area Exemption Ordinance" that shows that the application is exempt from the Highlands Act.

N/A A "Major Development Stormwater Summary Sheet" shall be submitted when a stormwater management basin is proposed on a project.

Signature and Title of person who prepared check list  
Michael S. Selvaggi, Esq. Attorney for  
Applicant/Owner

Date 2/10/2020

**KEITH DETOMBEUR  
BLOCK 32 LOT 5**

**ADDENDUM TO APPLICATION**

The Applicant seeks Section 68 approval to confirm the legality of the existing two-family dwelling on the property located at Block 32 Lot 5 (112 West Valley View) in the R12.5 zone. The Applicant intends to rely upon a letter issued by the Town's former zoning official, Richard N. Harrison, who on January 24, 1989 concluded that the two-family residence on the Property was lawful by virtue of the "grandfather clause." While the Applicant understands that Mr. Harrison's letter is not the equivalent of the Certificate required in N.J.S.A. 40:55D-68, it is evidence that in 1989 the use of the Property as a two-family dwelling was factually recognized so much so that the use was considered to be a lawful pre-existing, non-conforming use. Consequently, the Applicant will only need to demonstrate that the Property has continued to be used as a two-family residence since 1989, which it will do through testimony and tax records.



To: Jennifer Hoffman

CERTIFICATE OF PAID TAXES

TO: Tax Collector of the Town of Hackettstown

PLEASE CERTIFY THAT THE TAXES OF THE PROPERTY LISTED BELOW HAVE BEEN PAID.

Location: Block 32 Lot 5

Name of Owners: Keith DeTombour & James Rue

I CERTIFY THAT THE REAL ESTATE TAXES ON THE ABOVE MENTIONED PROPERTY HAVE BEEN PAID THROUGH 2020 1st quarter

NEXT TAX PAYMENT DUE: 5-1-20

Tax Collector of  
Town of Hackettstown  
Warren County

Dated: 2-12-20

By: Patricia K. Hall

MAYOR  
Patricia A. Harper

MEMBERS OF COUNCIL

John Bialoni  
Robert Hammer  
Roger Hines  
William Hootman  
Harold Reams  
Edward Steinman



TOWN OF HACKETTSTOWN  
MUNICIPAL OFFICE

215 STAGER STREET - HACKETTSTOWN, NEW JERSEY 07840 (201) 882-2000

TOWN CLERK  
William H. Bunker, Jr.

MUNICIPAL AUDITOR  
John Mackay

TOWN ATTORNEY  
Thomas H. Thors


January 24, 1989

TO WHOM IT MAY CONCERN:

RE: 112 W. Valley View Ave.  
Hackettstown, NJ  
Block 32 - Lot 5

This is to advise that the premises on the subject property is considered a two-family residence by virtue of the "grandfather clause" and lies within the present R-12 Zone.

Very truly yours,

  
RICHARD W. HARRISON  
Zoning Official

RWE/mch

**ES Abstract, LLC**

Eileen Slattery

PO Box 416

Belvidere, NJ 07823

Phone 908-475-3344 Cell 908-674-0816 Fax 908-750-4160

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**Green Hill Title, LLC**

**File: GHT-96588**

Premises: 112 West Valley View Ave., Town of Hackettstown, County of Warren  
Tax Block 32 Lot 5

Title Vested: Keith DeTombeur, NMS & James Rue, NMS by DBK 1707-1 &  
DBK 1830-251

Mortgages: MBK 6057-254 to Bank of America, NA in the amount of \$82,900.00

Easements & Restrictions: None for period searched.

Judgments: None

Remarks: Title assumed good into DBK 441-429 and continued to date.  
Subject to proof of death for George Garabed, dod 6/26/63 of North Bergen  
Hudson Co., as per DBK 528-860

We are not liable for County errors. All liability is limited to the cost of this search. Use of this  
search indicates acceptance of the terms.

Board Date: 01/21/2020

Eileen Slattery



DOI - Warrenton Deeds - Full Commission - New Jersey  
(Inscribed or Corporation)

JULIUS BLUMBERG, Inc., Law Office Practitioners  
200 Broadway Place at Newark, New York

148225

VOL 441 PAGE 429

# This Indenture,

Made the 21st day of August, in the year of our Lord  
One Thousand Nine Hundred and sixty-one

Between JAMES A. CLAWSON, Individually and as Administrator of the  
Estate of Alfred Clawson, deceased and OLIVIA O. CLAWSON, his wife,  
IDA MAY CLAWSON, Unmarried  
MARY L. REATER, Widow

In the County of  
and State of party of the first part;

And GEORGE JARAIED and ROSE JARAIED, his wife,

residing at 9206 Hudson Boulevard

In the Township of North Bergen County of Hudson  
and State of New Jersey party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of

lawful money of the United States of America, to them in hand well and truly paid by the said  
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is  
hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and  
paid, he do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm and by  
these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said  
party of the second part, and to their heirs  
and assigns, forever,

All that certain  
tract or parcel of land and premises, hereinafter particularly described, situate, lying and being  
in the Town of Hackettstown County of Warren  
and State of New Jersey.

BEGINNING at a point on east side of Canal (now Harvey Street at Slater's  
corner, thence (1) westerly one hundred and fifty nine feet to Andrew  
Ayer's corner thence (2) southerly one hundred and four feet to North side  
of Valley View Avenue, thence (3) westerly and parallel with first course  
one hundred and fifty nine feet to east side of aforesaid Harvey Street,  
thence (4) northerly along east side of said Harvey Street one hundred  
and four feet to place of beginning.

Also a right of way through Harvey Street and Valley View Avenue and being  
sixty feet in width to be used in common for public forever for public  
purposes.

Harvey Street being thirty five feet in width.

Being the same lands and premises conveyed to Alfred Clawson by deed  
from I. Henry Stiger, surviving executor of the Estate of Lydia Valentine  
deceased, dated September 14, 1907, and recorded in the Warren County

LB 441-429  
REC'D 8-28-61

VOL 111 PAGE 130

Clark's Office in Deed Book 186 for said county on page 344 etc.

The said Alfred Clawson died intestate on April 5, 1960 leaving the  
only  
parties of the first part as his heirs at law and next of kin to wit.

VOL 111 PAGE 131

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the above described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, their heirs and assigns, to their own proper use, benefit and behoof forever.

And the said parties of the first part for themselves, their heirs and assigns do covenant and agree, to and with the said party of the second part, their heirs and assigns, that the said parties of the first part at the time of the sealing and delivery of these presents, are lawfully seized in their own right of a good, absolute, and inalienable estate of inheritance in fee simple, of and in all and singular the above granted bargained and described premises, with the appurtenances and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

And that the said party of the second part, their heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, their heirs and assigns, or of any other person or persons lawfully claiming or to claim the same.

And that the same now are free, clear, discharged and unencumbered of and from all, former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances of what nature and kind whatsoever, except as aforesaid.

And that the said party of the first part, and their heirs and assigns and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title or interest, of, in or to the hereinbefore granted premises, by, from, under or in trust for them, shall and will at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part, their heirs and assigns, make, do and execute, or cause or procure to be made, done or executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said party of the second part, their heirs and assigns forever, as by the said party of the second part, their heirs or assigns, or counsel learned in the law, shall be reasonably advised or required.

And the said parties of the first part, their heirs and assigns the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, their heirs and assigns, against the said party of the first part, and their heirs or assigns, and against all and every person or persons whomsoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend, except as aforesaid.



11

In Testimony Whereof, the parties of the first part have set their hands and seals on the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Shirley C. Council

SHIRLEY C. COUNCIL

Shirley C. Council

James A. Clawson L.S.  
James A. Clawson, individually and as Administrator of the Estate of Alfred Clawson, deceased

Olivia G. Clawson L.S.  
Olivia G. Clawson

Ida May Clawson L.S.  
Ida May Clawson, Unmarried

Mary E. Clawson L.S.  
Mary E. Clawson

State of New Jersey,  
County of MONMOUTH

VOL 141 PAGE 132

Be it Remembered, that on this 22nd day of August  
in the year One Thousand Nine Hundred and sixty-one before me, the subscriber,  
personally appeared Ida May Clawson, single,

who, I am satisfied, ~~XXXX~~ is one of the grantors mentioned in the within Instrument, to  
whom I first made known the contents thereof, and thereupon ~~XXXX~~ acknowledged that ~~XXXX~~ she  
signed, sealed and delivered the same as ~~XXXX~~ her voluntary act and deed, for the uses and  
purposes therein expressed.



Ida May Clawson  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 8, 1964

STATE OF NEW JERSEY  
COUNTY OF Warren

SS:-

Do it remembers, that on this 22 day of August  
in the year One Thousand Nine hundred and sixty-one, before me, the sub-  
scriber, personally appeared Olivia C. Clawson, wife of James A. Clawson,  
who I am satisfied is one of the grantors mentioned in the within Instrument,  
to whom I first made known the contents thereof, and thereupon, she acknowledged  
that she signed, sealed and delivered the same as her voluntary act and deed  
for the uses and purposes therein expressed.

Watson P. Dismore  
NOTARY PUBLIC OF N. J.  
My Com. Expires Aug. 15, 1964

STATE OF NEW JERSEY  
COUNTY OF WARREN

SS:

BE IT REMEMBERED, that on this 26th day of August, in the year One  
Thousand Nine hundred and sixtyone, before me, the subscriber, A Notary  
Public of the State of New Jersey, personally appeared James A. Clawson,  
Individually and as Administrator of the Estate of Alfred Clawson, deceased,  
who I am satisfied is one of the grantors mentioned in the within Instrument  
to whom I first made known the contents thereof, and thereupon, he  
acknowledged that he signed, sealed and delivered the same as his voluntary  
act and deed for the uses and purposes therein expressed.

Shirley C. [Signature]  
Notary Public of the State of N.J.  
My Commission Expires  
May 22, 1966

STATE OF NEW JERSEY  
COUNTY OF WARREN

SS:

BE IT REMEMBERED, that on this 26th day of August, in the year One  
Thousand Nine hundred and sixty-one, before me, the subscriber, A Notary  
Public of the State of N. J., personally appeared Mary L. Reamer, Widow,  
who I am satisfied is one of the grantors mentioned in the within Instrument  
to whom I first made known the contents thereof, and thereupon, she  
acknowledged that she signed, sealed and delivered the same as her voluntary  
act and deed for the uses and purposes therein expressed.

RECEIVED IN THE CLERK'S OFFICE OF THE COUNTY  
OF WARREN, N. J. ON THE 28th DAY OF Aug 1961  
AT 10:05 O'CLOCK A.M. AND RECORDED IN BOOK 441  
OF Deeds FOR SAID COUNTY ON PAGE 129

[Signature]  
CLERK

Shirley C. [Signature]  
Notary Public of the State of N.J.  
My Commission Expires  
May 22, 1966



201000

104-DEED - WARRANTY-FULL COVENANT  
IND. TO IND. OR CORP.

VOL 528 PAGE 860

COPYRIGHT 1971 BY ALL-STATE LEGAL SUPPLY CO.  
269 SHEFFIELD STREET, MOUNTAIN SIDE, N.J. 07093

This Deed, made the 23<sup>rd</sup> day of March 19 72,

Between ROSE GARABED, widow

residing at 112 W. Valley View Avenue,  
in the Town of Hackettstown in the County of  
Warren and State of New Jersey herein designated as the Grantors,  
And

LAWRENCE J. HAZZEI and ALBERTA HAZZEI his wife

residing or located at R. D. 2,  
in the Town of Hackettstown in the County of  
Warren and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of

TWENTY NINE THOUSAND FIVE HUNDRED (\$29,500.00) DOLLARS

lawful money of the United States of America, to the Grantors in hand well and truly paid by the  
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-  
edged, and the Grantors bring therewith fully satisfied, do by these presents grant, bargain, sell and  
convey unto the Grantees forever,

All that tract or parcel of land and premises, situate, lying and being in the  
Town of Hackettstown in the  
County of Warren and State of New Jersey, more particularly described as follows:

BEGINNING at a point on east side of Canal (now Harvey  
Street at Slater's corner, thence (1) easterly one hundred  
and fifty nine feet to Andrew Ayer's corner, thence (2)  
southerly one hundred and four feet to North side of Valley  
View Avenue, thence (3) westerly and parallel with first  
course one hundred and fifty nine feet to east side of  
aforesaid Harvey Street, thence (4) Northerly along east  
side of said Harvey Street one hundred and four feet to place  
of beginning.

Also a right of way through Harvey Street and Valley View  
Avenue and being sixty feet in width to be used in common  
for public forever for public purposes,

Harvey Street being thirty five feet in width.

Being the same premises conveyed to George Garabed and Rose  
Garabed his wife, by James A. Clawson, individually and as  
Administrator of the estate of Alfred Clawson, deceased,  
and Olivia G. Clawson, his wife, Ida May Clawson, unmarried  
and Mary L. Beemer, widow, by deed dated August 21, 1961  
and recorded as Instrument Nol 148226 in Book 111 p. 129  
Warren County Clerk's Office.

Said George Garabed died a resident of North Bergen  
Hudson County, New Jersey June 26, 1963.

COUNTY OF WARREN

RECORDED  
TRANSFER FEE \$20.50  
3/27/72 BY [initials]

LB 528-860

REC'D 3/27/72

PL 528 PAGE 861

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant to and with the Grantees that at the time of the sealing and delivery of these presents, Grantors are lawfully seized of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the premises hereby conveyed, with all the buildings thereon and the privileges and appurtenances thereunto belonging; And have good right, full power and absolute authority to grant, sell and convey the same to the Grantees in the manner and form hereof; And that the Grantees shall and may at all times hereafter, peaceably and quietly enter upon and have, hold, use and occupy, possess and enjoy the premises hereby conveyed and every part and parcel thereof, with all the buildings thereon and the privileges and appurtenances thereunto belonging, to and for Grantees' use and benefit without any let, suit, eviction, interruption, claim or demand whatsoever, of the Grantors or of any other persons whomsoever lawfully claiming or to claim the same; And that the said lands and premises are now free and clear, acquitted and discharged of and from all limitations, grants, estates, mortgages, judgments, executions, taxes, assessments, encumbrances and liens of any nature and kind whatsoever, except as herein set forth; And that the Grantors and every person whomsoever, lawfully or equitably deriving any estate, right, title or interest through, from or for the Grantors, in trust or otherwise, in or to the premises described herein, the buildings thereon and the privileges and appurtenances thereunto belonging, shall and will, at all times hereafter upon the reasonable request and at the expense of the Grantees, do or execute or cause to be done or executed, all such further acts, deeds and things for the better, more perfectly and absolutely conveying and assuring the said lands and premises hereby conveyed, as by the Grantors or Grantees' counsel in law, shall be reasonably advised or required. And also, that the Grantors by these presents do and will forever warrant and defend the lands and premises described herein and every part and parcel thereof, with all the buildings thereon and the privileges and appurtenances thereunto belonging, unto the Grantees, against the Grantors and against all persons lawfully claiming or to claim the same.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in the presence of

Rose Garabed (L.S.)  
Rose Garabed

William B. Hibler (L.S.)  
William B. Hibler.

State of New Jersey, County of WARREN ] ss.: Be it Remembered,  
that on March 23<sup>rd</sup> 1972, before me, the subscriber,  
an Attorney at Law of New Jersey,  
personally appeared ROSE GARABED,

who, I am satisfied, is the person named in and who executed the within Instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1963, c. 49, Sec. 1 (c), is \$ 29,500.00/

Prepared by:

William B. Hibler  
William B. Hibler,  
Attorney at Law of New Jersey

WILLIAM B. HIBLER, ESQ.

Vol. 528 Page 852

RECEIVED

1972 MAR 27 AM 9:18

HARRY J. S. C. C.  
WARREN COUNTY CLERK  
SELVICTON, N.J.

3/27/72	ENTERED	B
3/28/72	INDEXED	ml
COMP'D.		

RECEIVED IN THE CLERK'S OFFICE  
OF THE COUNTY OF WARREN, N.J. ON  
THE 27th DAY OF March 1972  
AT 11:00 CLOCKS A.M. AND RECORDED  
IN BOOK 528 OF Deeds  
FOR SAID COUNTY ON PAGES 860 &c.

*Harry J. S. C. C.*

Clerk

201000

Deed

ROSE GARABED, widow

TO

LAWRENCE J. MAZZEI and  
ALBERTA MAZZEI, his wife,  
R.D. 2, Hackettstown,  
New Jersey 07840

Dated March 23, 1972

*Law Office*  
LAW OFFICE  
BARRY L. GARDNER  
220 MAIN STREET  
HACKETTSTOWN, N. J.

~~WILLIAM B. HILLEN,  
Counselor at Law  
201 High Street,  
Hackettstown, N.J.  
07840~~

101 DEED, BARGAIN AND SALE, and any other Grantor's Act;  
AND TO THE GRANTOR'S PERSONAL REPRESENTATIVES  
DG VSI-1

VOL 1143 PAGE 185  
Copyright 1988 by the State of New Jersey  
One Commerce Drive Cranford, N.J. 07016

# DEED

Prepared by: (Print name; name below signature)

*Louis Mangano*  
LOUIS MANGANO, ESQ.

03044

This Deed is made on April 17, 1989  
BETWEEN LAWRENCE J. MAZZEI and  
ALBERTA MAZZEI, his wife

whose address is 189 Mission Road, Hackettstown, New Jersey 07840  
referred to as the Grantor.

AND DANIEL A. JOOREXNIS and  
LISA JOY JOOREXNIS, his wife

whose post office address is about to be 112 West Valley View  
Hackettstown, New Jersey 07840 referred to as the Grantee.  
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property  
described below to the Grantee. This transfer is made for the sum of ONE HUNDRED FIFTY-ONE  
THOUSAND, SIX HUNDRED (\$151,600.00) - 00/100

The Grantor acknowledges receipt of this money.

Town HACKETTSTOWN  
Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of HACKETTSTOWN  
Block No. 32 Lot No. 5 Account No.  
☐ No property tax identification number is available on the date of this deed. (Check box if applicable)

Property. The property consists of the land and all the buildings and structures on the land in  
the TOWN of HACKETTSTOWN  
County of WARREN and State of New Jersey. The legal description is:

BEGINNING at a point on east side of Canal (now Harvey Street) at Slater's  
corner; thence

- 1) Easterly 159.00 feet to Andrew Ayer's corner; thence
- 2) Southerly 104.00 feet to North side of Valley View Avenue;
- 3) Westerly and parallel with first course 159.00 feet to east side of  
aforesaid Harvey Street; thence
- 4) Northerly along east side of said Harvey Street 104.00 feet to place  
of BEGINNING.

BEING further described in accordance with survey made by Ronald L. Haffling  
& Assoc., Inc., dated March 24, 1989 as follows:

BEGINNING at an iron pin found at the intersection of the northwesterly  
sideline of West Valley View Avenue with the northeasterly sideline of  
Harvey Street; and from this iron pin running; thence

- 1) Along the said sideline of Harvey Street, North 49 degrees 50  
minutes West, a distance of 104.00 feet to a point in the same, said point  
being corner also to lands now or formerly Michael J. Tynan; thence
- 2) Along said lands of Tynan, and also along lands of Lynn M. Wolfe,  
North 40 degrees 10 minutes East, a distance of 159.00 feet to a point  
for a corner to Tynan in the line of lands now or formerly Peter S. Kroner;  
thence
- 3) Along said lands of Kroner, and also along lands now or formerly  
Marie A. Keeler, South 49 degrees 50 minutes East, a distance of 104.00  
feet to a point for a corner of Keeler in the northwesterly sideline  
of West Valley View Avenue; thence
- 4) Along said sideline, South 40 degrees 10 minutes West, a distance  
of 159.00 feet to the point and place of BEGINNING.

LB 1143-185  
REC'D 4-27-89

COUNTY OF WARREN  
CONCORDANCE 151,600.00  
REALTY TRANSFER FEE 550.00  
DATE 4-27-89 BY [signature]

BEING also known and designated as Lot 5 Block 32 on the Official Tax Map of the Town of Hackettstown.

COMMONLY known and designated as 112 West Valley View, Hackettstown, New Jersey.

BEING the same premises conveyed to Lawrence J. Mazzei and Alberta Mazzei, his wife, under deed from Rose Garabed, widow, dated March 23, 1972, and recorded on March 27, 1972, in Deed Book 528, page 860 of Warren County.

Subject to easements, restrictions, covenants and zoning ordinances of record of the State of New Jersey, County of Warren and Town of Hackettstown of record, if any.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

*Louis Mangano*  
LOUIS MANGANO  
An Attorney at Law of New Jersey

*Lawrence J. Mazzei* .....(Seal)  
LAWRENCE J. MAZZEI  
*Alberta Mazzei* .....(Seal)  
ALBERTA MAZZEI

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on *April 17*, 1989

LAWRENCE J. MAZZEI and ALBERTA MAZZEI personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):  
(a) is named in and personally signed this Deed;  
(b) signed, sealed and delivered this Deed as his or her act and deed; and  
(c) made this Deed for \$ 151,600.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-3.)

*Louis Mangano*  
LOUIS MANGANO  
An Attorney at Law of New Jersey

LAWRENCE J. MAZZEI and  
ALBERTA MAZZEI, his wife

Dated: April 17 . 19

**Record and return to:**

C. William Petrics, Esq.  
400 Route 24  
Chester, New Jersey 07930

030AA

**Grants.**

10

DANIEL A. JODEXNIS and  
LISA JOY JODEXNIS, his wife

**Cirante.**

**VOL. 1143 PAGE 187**

RECORDED

02 APR 27 11 34

FRANCIS D. L.  
WARREN COMPANY  
JUL 19 1896

22-

VL1707-PG001

# Deed

130259

RECORDED

This Deed is made on September 7, 2000  
 BETWEEN  
 Daniel A. Jodexnis and Lisa Joy Jodexnis, HW

00 SEP 12 11:13

TERRANCE D. LEE  
 WARREN COUNTY CLERK  
 BELVIDERE, N.J.

whose post office address is  
 10 Caribou Trail, Andover, New Jersey 07821

referred to as the Grantor,  
 AND  
 Keith Detombour and James K. Rue

whose post office address is  
 about to be 112 West Valley View, Hackettstown, New Jersey 07840

referred to as the Grantee.  
 The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of One Hundred Thirty Thousand Dollars (\$130,000.00). The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 40:16-1.1) Municipality of Town of Hackettstown  
 Block No. 32 Lot No. 5 Qualifier No. Account No.  
☐ No property tax identification number is available on the date of this Deed. (Check Box if Applicable.)

3. Property. The Property consists of the land and all the buildings and structures on the land in the Town of Hackettstown and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)  
 Being the same lands and premises conveyed to Daniel A. Jodexnis and Lisa Joy Jodexnis, HW by Deed from Lawrence J. Mazzei and Alberta Mazzei, 1<sup>st</sup> W, dated April 17, 1989 and recorded on April 27, 1989 in Deed Book 1143, Page 185 in the Office of the Clerk of Warren County.

Subject to all covenants, easements, conditions and restrictions of record and such other state of facts as an accurate survey may reveal.

Prepared by: (print signer's name below signature)

*Alan Y. Lowcher*  
 Alan Y. Lowcher, Esquire, An Attorney at Law of  
 New Jersey

(For Recorder's Use Only)

Consideration: \$ 130000.00 Exempt Code: 5

County	State	A.P.N. & F	Total
130.13	324.87	0.64	455.64
role	Date: 09/12/2000		

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 A Division of ALL-STATE International Inc.

10211 - Deed - Bargain and Sale  
 Gov. to Grantor's Act - Ind. to Ind. or Gov.

LB 1707-1  
 REC'D FILED

**TITLE INSURANCE COMMITMENT**

VL1707-PG002

Chicago Title Insurance Company  
W6994CE

**SCHEDULE A  
NUMBER 4  
(CONTINUED)**

**DESCRIPTION**

All that certain tract, lot and parcel of land lying and being in Town of Hackettstown, County of Warren and State of New Jersey being more particularly described as follows:

**BEGINNING** at an iron pin found at the intersection of the northwesterly side line of West Valley View Avenue and the northeasterly side line of Harvey Street; running thence

1. North 49° 50' 00" West along the northeasterly side line of Harvey Street a distance of 104.00' to a point; thence
2. North 40° 10' 00" East along the southeasterly line of the lands of Tynan and also the lands of Wolfe a distance of 159.00' to a point; thence
3. South 49° 50' 00" East along the southwesterly line of the lands of Williams and also the lands of Keller a distance of 104.00' to a point on the northwesterly side line of West Valley View Avenue; thence
4. South 40° 10' 00" West along the northwesterly side line of West Valley View Avenue a distance of 159.00' to the point and place of **BEGINNING**.

LOT 3 IN BLOCK 32 ON THE TAX MAP  
(SAID LOT AND BLOCK REPORTED FOR INFORMATIONAL PURPOSES ONLY)



130259

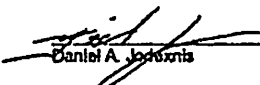
VL1707-P8003


The street address of the Property is:  
112 West Valley View, Hackettstown, New Jersey 07840

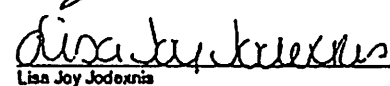
4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:

 (Seal)  
Daniel A. Jodexnis

  
Alan Y. Lowcher

 (Seal)  
Lisa Joy Jodexnis

(Seal)

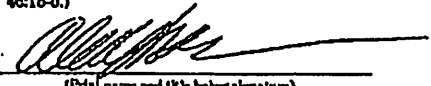
STATE OF NEW JERSEY, COUNTY OF Warren  
I CERTIFY that on September 7, 2000  
Daniel A. Jodexnis and Lisa Joy Jodexnis, HW

SS.

personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of this Deed;  
(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$ 130,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:16-5.)

RECORD AND RETURN TO:  
Michael B. Lavery, Esq.  
SIRKIS & LAVERY  
202 Church Street  
P.O. Box 510  
Hackettstown, New Jersey 07840

  
(Print name and title below signature)  
Alan Y. Lowcher, Esquire, An Attorney at Law of New Jersey

VL1830-PG251

DEED

178036

This Deed is made on SEPTEMBER 12, 2002

BETWEEN KEITH DeTOMBEUR and KATHRYN C. DeTOMBEUR, husband and wife and JAMES RUE,

whose address is 37 Johnson Road, Hackettstown, NJ 07840

AND

referred to as Grantor,

KEITH DeTOMBEUR and JAMES RUE,

263 Anna St. Bridgewater NJ 07923  
whose post office address is 400 Richard Drive, Hackettstown, NJ 07840

referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. TRANSFER OF OWNERSHIP. The Grantor grants and conveys (transfer ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00)-----  
The Grantor acknowledges receipt of this money.

2. TAX MAP REFERENCE. (N.J.S.A. 46:15-11) Municipality of: Town of Hackettstown  
Block No. 32 Lot No. 5

No property identification number is available on the date of this Deed. (Check if applicable)

3. PROPERTY: The property consists of the land and all buildings and structures on the land in the Town of Hackettstown, County of Warren and State of New Jersey. The legal description is:

SEE ATTACHED SCHEDULE A FOR DESCRIPTION.

Being the same lands and premises as conveyed to Keith DeTombour and James Rue, dated September 7, 2000 and recorded in the Warren County Clerk's Office on September 12, 2002 in Deed Book 1707, page 1&c.

Subject to easements, restrictions of record and such facts as an accurate survey might disclose.

The purpose of this deed is for Kathryn Coo DeTombour to relinquish all her right, title and interest to said property.

PREPARED BY:

Bernard T. Neuner, Esq.

Consideration \$ 01.00

Exempt Code: E

County	State	N.P.M.R.F.	Total
0.00	0.00	0.00	0.00
Date: 09/20/2002			

LB 1830-251 REC'D 9-20-02

V L 1830 - PG 251 A

TITLE INSURANCE COMPANY

11707-0002

Chicago Title Insurance Company  
RENEWAL

RECORDS  
NUMBERS  
(CONTINUED)  
DESCRIPTION

All the above said, lot and parcel of land being and being in Town of Winnetka, County of Winnetka, State of Illinois  
being being more particularly described as follows:

RECOUNTING as to how the land of the northwestern side line of  
West Valley View Avenue and the northwestern side line of Harvey Street, making those  
1. North 49° 50' 00" West along the northwestern side line of Harvey Street a distance  
of 104.00' to a point, thence  
2. North 40° 10' 00" East along the northwestern side line of the lands of Lyons and also the  
lands of Wolfe a distance of 159.00' to a point, thence  
3. South 49° 50' 00" East along the northwestern side line of the lands of Williams and the  
lands of Keller a distance of 104.00' to a point on the northwestern side line of West  
Valley View Avenue, thence  
4. South 40° 10' 00" West along the northwestern side line of West Valley View Avenue  
a distance of 159.00' to the point and place of BEGINNING.

This page was received in the Winnetka  
County Clerk's Office in a condition  
unsatisfactory for micro-film recording.

LOT 8 ON BLOCK 25 IN THE TAX MAP  
LEAD LOT AND BLOCK REPORTED FOR REQUALIFICATION PURPOSES ONLY

VL 1830 - PG 251 B

STATE OF NJ  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION (c. 49, P.L. 1968)  
OR  
PARTIAL EXEMPTION  
(C. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1983 (N.J.S.A. 24:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF WARREN

FOR RECORDER'S USE ONLY

Consideration \$ 1-  
Realty Transfer Fees 2-  
Date 9/20/02 By CS

\*Use symbol "C" to indicate fee is exclusively for county use.

(1) **PARTY OR LEGAL REPRESENTATIVE** (See Instructions # 3, 4, & 5)  
Deponent, KEITH DeTOMBEUR, being duly sworn according to law upon his/her oath deposes and says that he/she is the GRANTOR in a deed dated EVEN DATE HEREWITH, transferring real property identified as Block No.32, Lot No. 5, 112 West Valley View, Hackensack, Warren County, New Jersey, and annexed hereto.

(2) **CONSIDERATION** (See Instruction # 6)

Deponent states that, with respect to the deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of ONE DOLLAR and 00/100 (\$1.00)

(3) **FULL EXEMPTION FROM FEE**

Deponent claims that this deed transaction is fully exempt from the realty transfer fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.). Mere reference to exemption symbol is not sufficient.

CONSIDERATION LESS THAN \$100.00  
TRANSFER BETWEEN HUSBAND AND WIFE

(4) **PARTIAL EXEMPTION FROM FEE**

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORIES MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions 8 and 9.) Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

<b>A. SENIOR CITIZEN</b> (See Instruction # 8)			
<input type="checkbox"/>	Grantor(s) 62 yrs. of age or over. *	<input type="checkbox"/>	Owned and occupied by grantor(s) at time of sale.
<input type="checkbox"/>	One or two-family residential premises.	<input type="checkbox"/>	No joint owners other than spouse or other qualified exempt owners.
<b>B. BLIND</b> (See Instruction #8)			
<input type="checkbox"/>	Grantor(s) legally blind. *	<input type="checkbox"/>	<b>DISABLED</b> (See Instruction #8)
<input type="checkbox"/>	One or two-family residential premises.	<input type="checkbox"/>	Grantor(s) permanently and totally disabled. *
<input type="checkbox"/>	Owned and occupied by grantor(s) at time of sale.	<input type="checkbox"/>	One or two-family residential premises.
<input type="checkbox"/>	No joint owners other than spouse or other qualified exempt owners.	<input type="checkbox"/>	Receiving disability payments.
<b>FOR THE CASE OF HUSBAND AND WIFE ONLY (THE GRANTOR NEEDED QUALIFY)</b>		<input type="checkbox"/>	Owned and occupied by grantor(s) at time of sale.
		<input type="checkbox"/>	Not gainfully employed.
		<input type="checkbox"/>	No joint owners other than spouse or other qualified exempt owners.
<b>C. LOW AND MODERATE INCOME HOUSING</b> (See Instruction #8)			
<input type="checkbox"/>	Affordable According to H.U.D. Standards.	<input type="checkbox"/>	Reserved for Occupancy.
<input type="checkbox"/>	Income Requirements of Region.	<input type="checkbox"/>	Subject to Resale Controls.
<b>D. NEW CONSTRUCTION</b> (See Instruction #9)			
<input type="checkbox"/>	Entirely new improvement.	<input type="checkbox"/>	Not previously occupied.
<input type="checkbox"/>	Not previously used for any purpose.		

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this 12 day of SEPTEMBER, 2002.

Bernard T. Neuner  
Bernard T. Neuner  
Attorney at Law of New Jersey

Keith DeTombour  
KEITH DeTOMBEUR  
37 Johnson Road, Hackensack, NJ 07840

FOR OFFICIAL USE ONLY THIS SPACE FOR USE OF COUNTY CLERK OR REGISTER OF DEEDS:

INSTRUMENT NUMBER 178036 COUNTY WARREN  
DEED NUMBER 1830 BOOK 1830 PAGE 251  
DEED DATED 9/20/02 DATE RECORDED 9/24/02

VL1830-PG 251C

The street address of the property is 112 West Valley View, Hackettstown, NJ 07840.

4. PROMISES BY GRANTOR: The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (NJSA 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as making a mortgage or allowing a judgment to be entered against the Grantor).

5. SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page.

WITNESSED BY:

Bernard T. Neuner  
Bernard T. Neuner

Keith DeTombeur  
KEITH DeTOMBEUR

Kathryn C. DeTombeur  
KATHRYN C. DeTOMBEUR

James K. Rue  
JAMES K. RUE

STATE OF NEW JERSEY  
COUNTY OF WARREN

VL 1830 - PG 251 D

178036

I certify that on September 12, 2002, KEITH DeTOMBEUR, KATHRYN C. DeTOMBEUR, and JAMES K. RUE, personally came before me and stated to my satisfaction that this person;

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for \$1.00, as the full and actual consideration paid or to be paid for the transfer of title (such consideration is defined in NJSA 46:15-3).

  
Bernard T. Neuner

Attorney at Law of New Jersey

RECORD & RETURN TO:

Bernard T. Neuner, Esq.  
Margolin & Neuner  
Hastings Commons, Suite 106  
488 Schooley Mountain Road  
Hackettstown, NJ 07840

45

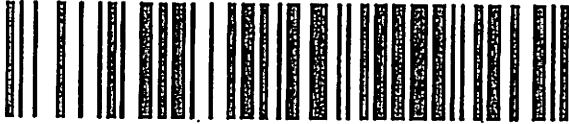
RECORDED  
02 SEP 20 AM 48  
TERRANCE D. LEE  
WARREN COUNTY CLERK  
BELVIDERE, N.J.



WARREN COUNTY – STATE OF NEW JERSEY  
PATRICIA J. KOLB – WARREN COUNTY CLERK  
413 SECOND STREET, BELVIDERE, NJ 07823

COUNTY CLERK'S RECORDING PAGE

\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



Recording:

Recording Fee	48.00
Recording Fee Differ	42.00
Preservation Fee	70.00

Total: 160.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

BOOK/PAGE: 6057 / 254  
INSTRUMENT #: 2014-429931

Receipt#: 2014417935  
Clerk: HG  
Rec Date: 08/27/2014 11:20:31 AM  
Doc Grp: M  
Descrip: MORTGAGE  
Num Pgs: 15

Party1: RUE JAMES  
Party2: BANK OF AMERICA N A  
Town: HACKETTSTOWN

Record and Return To:

ELECTRONICALLY RECORDED BY SIMPLIFILE

MB 6057-254  
REC'd 8/27/14

RECORDED Bk: 6057 Pg: 254  
 Patricia J Kolb Warren Co Clerk 08/27/2014 11:20:31 AM  
 BELVIDERE, NJ Pages 15

MORTGAGE

After Recording Return To:  
 BANK OF AMERICA, N.A.  
 Doc Processing TX2-979-01-19  
 4500 Amon Carter Blvd.  
 Ft. Worth, TX 76155

Prepared By:  
 PATRICIA SMITH

[Space Above This Line For Recording Data]

1273901539  
 [Escrow/Closing #]

\*\*\*\*\*430808014  
 [Doc ID #]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated AUGUST 22, 2014, together with all Riders to this document.

(B) "Borrower" is

JAMES RUE, AND KEITH DE TOMBEUR

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is

BANK OF AMERICA, N.A.

Lender is a

NATIONAL ASSOCIATION

organized and existing under the laws of THE UNITED STATES

101 South Tryon Street, Charlotte, NC 28255

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated AUGUST 22, 2014. The Note states that Borrower owes Lender

EIGHTY TWO THOUSAND NINE HUNDRED and 00/100

Dollars (U.S. \$ 82,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 01, 2029.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider           |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) (specify)          |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.



\* 2 3 9 9 1 \*



\* 2 4 9 8 3 4 3 0 8 0 0 0 0 2 0 0 6 \*



DCC ID #: \*\*\*\*\*430808014

- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the

COUNTY of WARREN :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: block 32 lot 5 which currently has the address of  
112 W VALLEY VIEW AVENUE, HACKETTSTOWN  
[Street/City]  
New Jersey 07840 ("Property Address"):  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

#### UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's

DCC ID #: \*\*\*\*\*430808014

Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

[Signature] (Seal)  
JAMES RUI - Borrower

[Signature] (Seal)  
KEITH DE TOMBEUR - Borrower

\_\_\_\_ (Seal)  
- Borrower

\_\_\_\_ (Seal)  
- Borrower

LANCE OFFUTT  
Home Loan Consultant -External

NMLS#  
1012585

Bank of America, N.A.

NMLS#  
399802

State of New Jersey )  
 ) ss  
County of WINDSOR )

On August 22, 20 14, before me, Kathy E. MacCarato,  
Notary Public in and for said county, personally appeared James Rui and  
Keith De Tombeur,  
who has/have satisfactorily identified him/herself/themselves as the signer(s) or witness(es) to the above-referenced document and acknowledged that he/she/they signed, sealed and delivered as his/her/their act and deed for the purposes therein expressed.

My Commission Expires: 4/17/17

[Signature]



**EXHIBIT A, PROPERTY DESCRIPTION**

**LEGAL DESCRIPTION**

LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS ALL THAT CERTAIN PROPERTY SITUATED IN TOWN OF HACKETTSTOWN IN THE COUNTY OF WARREN, AND STATE OF NEW JERSEY AND BEING DESCRIBED IN A DEED DATED 09/12/2002 AND RECORDED 09/20/2002 IN BOOK 1830 PAGE 251 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:

BLOCK 32 LOT 5 AKA 112 W VALLEY VIEW AVE TOWN OF HACKETTSTOWN NEW JERSEY

PARCEL NO. BLOCK 32 LOT 5

COMMONLY KNOWN AS:

112 W VALLEY VIEW AVENUE, HACKETTSTOWN, NJ 07840

# 1-4 FAMILY RIDER (ASSIGNMENT OF RENTS)

1273901539  
[Escrow/Closing #]

00024983430808014  
[Doc ID #]

THIS 1-4 FAMILY RIDER is made this TWENTY-SECOND day of AUGUST, 2014, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
112 W VALLEY VIEW AVENUE, HACKETTSTOWN, NJ 07840

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT

Form 3170 1/01

1-4 Family Rider  
1057R-XX (06/09)(d/i)

Page 1 of 4



DCC ID #: 00024983430608014

B. **USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. **RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. **"BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

F. **BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. **ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

II. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

MULTISTATE 1-4 FAMILY RIDER--Fannie Mac/Freddie Mac  
UNIFORM INSTRUMENT

Form 3170 1/01

1-4 Family Rider  
1057R-XX (06/09)

Page 2 of 4

ECC ID #: 00024983430808014

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT

Form 3170 1/01

1-4 Family Rider  
1057R-XX (06/09)

Page 3 of 4

DOC ID #: 00024983430808014

I. **CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

  
\_\_\_\_\_  
JAMES RUE

(Seal)  
- Borrower

  
\_\_\_\_\_  
KEITH DE TOMBEUR

(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

MULTISTATE 1-4 FAMILY RIDER—Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT

Form 3170 1/01

1-4 Family Rider  
1057R-XX (06/09)

Page 4 of 4

LB 4/41-4/29

George Garabed  
Rose Garabed

8-20-61 to 3-28-72  
8-20-61 to 3-28-72

Leads

528-860 <sup>into</sup> Mazzai

end

✓✓

MHqs

271-646 cancel'd 4-13-72

273-693 cancel'd 3-30-72

329-890 x <sup>013 Indian Ln</sup> H-town

334-317 x <sup>Mansfield</sup> Mt. Bethel-James Chapel Rd

end

✓✓

Surrogates

George: none found ✓



LB 528-860

Lawrence J. Mazzei

3-22-72 to 4-28-89

Alberta Mazzei

3-22-72 to 4-28-89

Deeds

547-533X Indep Asbury Rd

1143-(185) into Jodexnis <sup>SL</sup> copy

end

✓✓

Mtgs

350-584 cancel 5-19-89

end

✓✓

LB1143-185

Daniel A Jodexnis

4-16-89 to 9-13-00

Lisa Joy Jodexnis

4-16-89 to 9-13-00

Leads

1707(1) into sec copy  
DETOMBEUR & Kue

end  
✓

Mtgs

1087-292 disch 121100 RAD  
382(40)

end  
✓

1707-1  
1880-251

\* RAR ALL  
by analysis

Keith E. Tomblin  
James K. Ruff

9600 to 1-21-20  
9600 to 1-21-20

DEEDS  
1830-251  
SC  
copy

MTHS  
2251-278  
6057-254  
SC  
copy  
disc 11-10-14 MID 533-298  
9-8-14 KMO 828-232

SURROGATES  
NONE FOUND ✓

\* RAR ALL by analysis -

## 20 Year Judgments

1-21-00

to

4-13-00

Daniel A Jodexnis

"

Lisa Joy Jodexnis

1-21-20

Keith DeTombtull

"

JAMES K RUE

} \*ran  
by analysis

none

✓✓✓✓

TSC #town [32] 5

none

✓

✓

✓