

MICHAEL B. LAVERY
MICHAEL S. SELVAGGI*
JOHN J. ABROMITIS
LAWRENCE P. COHEN*
KATHERINE E. INGRASSIA*
JAMES F. MOSCAGIURI
KATRINA L. CAMPBELL*
RICHARD W. WENNER*
WILLIAM H. PANDOS*
KYLE S. CLAUSS*

*CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY
*MEMBER OF NJ AND PA BAR
*MEMBER OF NJ AND NY BAR
*MEMBER OF DC BAR

LAW OFFICES
LAVERY, SELVAGGI, ABROMITIS & COHEN

A PROFESSIONAL CORPORATION
1001 ROUTE 517
HACKETTSTOWN, NEW JERSEY 07840
(908) 852-2600
FAX (908) 852-8225
WWW.LSACLAW.COM

23 CATTANO AVENUE
AT CHANCERY SQUARE
MORRISTOWN, NJ 07960
Telephone (973) 285-1281
Facsimile (973) 285-0271

OF COUNSEL:

JAMES A. COURTER
JOEL A. KOBERT
PETER J. COSSMAN
ROBERT V. STILES
RICHARD R. KEILING
SENDER'S DIRECT EMAIL
MSELVAGGI@LSACLAW.COM

October 22, 2021

VIA HAND DELIVERY

Mary Matusiewicz, Board Secretary
Town of Hackettstown
215 W. Stiger Street
Hackettstown, NJ 07840

**Re: Sal Toscana
Block 71 Lots 12 & 12.01**

Dear Mary:

Enclosed herewith please find an original and nineteen (19) copies of the Development Application along with the supporting documents, a copy of the title policy, a copy of the W-9 form, twenty (20) copies of the Layout Plan and architectural drawings. Also enclosed are checks in the amounts of \$200.00 for minor site plan fee, \$300.00 for bulk variance fee and \$2,250.00 for escrow payment.

Should you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,

Michael S. Selvaggi

MSS/wd
Encl.



DEVELOPMENT APPLICATION

Page 1 of 5

TOWN OF HACKETTSTOWN

1. GENERAL INFORMATION

A. Applicant: Name Sal ToscanaStreet Address 223 Main Street, Hackettstown,Municipality Town of HackettstownTelephone 908-229-7979

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):

Name Keith DetombeurStreet Address 238 Alphano Road, Great Meadows, NJMunicipality Allamuchy Township

Telephone _____

F. Engineer/Land Surveyor:

Name Wassim Y. Nader, PEStreet Address 111 Main Street, Hackettstown, NJTelephone 908-850-3501

G. Attorney:

Name Michael S. Selvaggi, Esq.

Street Address 1001 Route 517, Hackettstown, NJ

Municipality Town of Hackettstown

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 217-221 Main Street & 223 Main Street

B. BLOCK NUMBER 71 LOT NUMBER 12 & 12.01

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

D. Existing Use Restaurant

E. Proposed Use Restaurant

F. Zone District "TCC" – Town Center Commercial

G. Acreage of Entire Tract to be Subdivided _____

H. Proposed Number of Lots _____

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, of way, private roads, or other dedications?

rights

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

The Applicant is proposing to construct a deck and roofing canopy for outside dining to the West of the existing building. The addition does not encroach into the side yard setback.

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

Description

Date Prepared

Prepared By

Layout Plan

Wassim Y. Nader, PE

Architectural Drawings

Charles Schaffer Associates LLC

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:

The Applicant is seeking bulk variance relief for building coverage increase.

7. VERIFICATION AND AUTHORIZATION


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


Applicant/Representative

10/16/21
Date

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

Please see Owner's Consent.


Property Owner(s)

10/16/21
Date

OFFICIAL USE ONLY

8. APPLICATION HISTORY

A. Date Filed: _____

B. Date Complete: _____

C. Fee Paid: _____ Date Paid: _____

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

Minor Subdivision Plats and Minor Site Plans

Note: See Section 803 of the Hackettstown Land Development Ordinance for further details of submission requirements and procedures.

Applicant

- | | |
|----------------|--|
| <u>Y</u> | Application Form (s) and Checklist(s) (20 copies). |
| <u>Y</u> | 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. |
| <u>Y</u> | Protective Covenants, Easements and/or Deed Restrictions (10 copies). |
| <u>W</u> | Scale of not less than 1" = 50' 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"). |
| W W | Key map at not more than 1"=1000'. |
| <u>Y</u> | Title block: |
| <u>Y</u> | Name of subdivision or development, Town of Hackettstown, Warren County, with each sheet specifically titled with appropriately descriptive words; |
| <u>NA</u> | Name, title, address and telephone number of subdivider or developer. |
| <u>Y</u> | Name, title, address and license number of the professional or professionals who prepared the plot or plan; |
| <u>Y</u> | Name, title and address of the owner or owners of record; |
| <u>Y</u> | North arrow; |
| <u>Y</u> | Scale (written and graphic); and |
| <u>Y</u> | Date of original preparation and of each subsequent revision thereof and a list of specific revisions entered on each sheet. |
| <u>Y</u> | Names and addresses of partners or stockholders as required by Ordinance. |

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

W Approval signature lines.

Y 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;

Y Tract boundary line (heavy solid line).

Y 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.

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

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

NA Proposed buffer and landscaped areas.

NA Delineation of flood plains, including both floodway and flood fringe areas.

NA Contours as shown on the U.S.G.S. topographic sheets.

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

W 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.

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

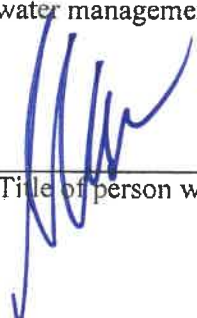
NA Five (5) copies of the completed application to the Warren County Planning Board, if applicable.

NA Five (5) copies of the completed application to the Hackettstown Municipal Utilities Authority, if applicable.

NA Concerning minor subdivisions only, existing and proposed monuments.

NA Proposals for soil erosion and sediment control as required by N.J.S.A. 4:24-39 et seq.

- NA Concerning minor subdivisions only, an Environmental Impact Statement in accordance with the provisions of Section 804 C.
- NA Road right-of-way dedication and improvement, as applicable.
- NA Plans of proposed improvements and/or utility layouts as required by Ordinance; and required letters from appropriate State and County agencies granting approval for the extension of utility service(s).
- NA Sight triangle easements, as applicable.
- Y Deed descriptions (including metes and bounds), easements, covenants, restrictions, and roadway dedications.
- W An Historic Impact Statement, if applicable, in accordance with Section 806 E. of this Ordinance.
- Y 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.
- Y 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.
- NA 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.

10/14/21
Date

::::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.

- Y Application Form(s) and Checklist(s)(20 copies).
- W 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.
- W 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").
- W Key map at less than 1"=1000'.
- Y Title block:
 - Y Name of subdivision or development, Town of Hackettstown, Warren County, with each sheet specifically titled with appropriately descriptive words;
 - Y Name, title, address and telephone number of subdivider or developer;
 - Y Name, title, address and license number of the professional or professionals who prepared the plot or plan;
 - Y Name, title and address of the owner or owners of record;
 - Y North arrow;
 - Y Scale (written and graphic);
 - Y Date of original preparation and of each subsequent revision thereof and a list of specific revisions entered on each sheet; and
- Y Names and addresses of partners or stockholders as required by Ordinance.
- W Acreage figures (both with and without areas within public rights-of-way).
- W Approval signature lines.
- NA 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.

- Y Tract boundary line (heavy solid line).
- Y 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.
- W 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.
- W Zoning districts affecting the tract, including district names and all area and bulk requirements, with a comparison to the proposed development.
- W Proposed buffer and landscaped areas.
- W Delineation of flood plains, including both floodway and flood fringe areas. Contours as shown on the U.S.G.S. topographic sheets.
- W Marshes, ponds and land subject to flooding within the tract and within one hundred feet (100') thereof.
- W 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.
- Y Five (5) copies of a certification from the Town Tax Collector indicating that all taxes and assessments are paid to date.
- NA Concerning subdivisions only, existing and proposed monuments.
- W Road right-of-way dedication and improvement, as applicable.
- NA Sight triangle easements, as applicable.
- Y Deed descriptions (including metes and bounds), easements, covenants, restrictions, and roadway dedications.
- Y 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.
- Y 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.
- NA 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

10/16/21
Date

TOWN OF HACKETTSTOWN
ZONING BOARD OF ADJUSTMENT
PLANNING BOARD

OWNER'S LETTER OF CONSENT

Town of Hackettstown
215 Stiger Street
Hackettstown, NJ 07840

Re: 217-221 Main Street & 223 Main Street
Block 71 Lots 12 & 12.01

The undersigned certifies that KEITH DETOMBEUR is the owner of Block 71, Lots 12 & 12.01, Hackettstown, Warren County, New Jersey.

Consent is hereby granted to, SAL TOSCANO, as Applicant for the proposed minor site plan, variance, and other approvals as may be required.

KEITH DETOMBEUR


OWNER:

Dated:

10/21/2021

SITE INSPECTION AUTHORIZATION

I, Sal Toscana, the undersigned property owner or lessee, do hereby authorize Town of Hackettstown officials to enter upon and inspect the property owned/leased by me at 223 Main Street, Hackettstown, NJ 07840, in conjunction with my application to the Land Use Board of Town of Hackettstown.

Name: Sal Toscana

Signature: 

Date: 10/21/21

To: Wendy DeJesus

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 71 Lots 12 & 12.01

Name of Owners: Keith Detombeur

I CERTIFY THAT THE REAL ESTATE TAXES ON THE ABOVE-MENTIONED PROPERTY HAVE BEEN PAID THROUGH 2021 third quarter

NEXT TAX PAYMENT DUE: 11-1-21

Tax Collector of
Town of Hackettstown
Warren County

Dated: 10-18-21

By: Patricia N. Hill

DEED

Record and return to:

HAROLD A. GIBBS and
ALICE C. GIBBS, husband and
wife

Grantor,

TO

KEITH DETOMBEUR, Married

Grantee.

COURTER. KOBERT, LAUFER & PEASE, P.A.
256 MAIN STREET, BOX 470
HACKETTSTOWN, N. J. 07840

VOL 841 PAGE 048

269335

RECEIVED
SEP 28 2 03 PM '83
TERESA J. LEE
WARREN COUNTY CLERK
RECORDED IN J.

LP ENTERED 9-28-83
CC INDEXED 9/29/83

| |
|---|
| Received in the Warren County Clerk's Office |
| Date, 9-28-83 |
| Time, 2:05 PM |
| Recorded in Book 841 Page 444c |
| 28 |
| James O. Galt |
| Warren County Clerk |

289155

DEED

This Deed is made on September 2, , 1983 ,

BETWEEN

HAROLD A. GIBBS and ALICE C. GIBBS, husband and wife,

whose address is P.O. Box 62, Tranquility, New Jersey

referred to as the Grantor,

AND

KEITH DETOMBEUR, Married

whose post office address is 223 Main Street, Hackettstown, N.J. 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 Thousand and 00/100 \$100,000.00) Dollars

The Grantor acknowledges receipt of this money

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Hackettstown

Block No. 71

Lot No. 12.01

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

SEE SCHEDULE A attached hereto.

COUNTY OF WARREN
CONSIDERATION \$100,000.00
REALTY TRANSFER FEE \$350.00
DATE 9-28-83 BY [Signature]

Prepared by:

ALBERT B. THORP, ESQ.

204 Washington St.

Hackettstown, N. J. 07840

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

Albert B. Thorp
Albert B. Thorp

Harold A. Gibbs (Seal)
HAROLD A. GIBBS
Alice C. Gibbs (Seal)
ALICE C. GIBBS

STATE OF NEW JERSEY, COUNTY OF WARREN

SS

I CERTIFY that on *September 21*, 19 *83*,
HAROLD A. GIBBS and ALICE C. GIBBS, husband and wife
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 \$ 100,000.00 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 15-5)

Prepared by

Albert B. Thorp
(Print name and title below signature)
Albert B. Thorp, Esq., An Attorney
at Law of the State of N.J.

SCHEDULE A

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Hackettstown
 Block No 71 Lot No 12.01 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 in the easterly sideline of Main Street also being U. S. Highway Route 46. Said point of Beginning being the common corner of Tax Lot 11, Block 71, and the property herein-described. Said point of Beginning further being a point in the intended fifth course as recited in Deed Book 400, page 1 from Cornelia T. Hueber, Widow, to Harold A. Gibbs and Alice, his wife. From said point of Beginning running thence (1) Along the easterly sideline of Main Street North 30 degrees 00 minutes 00 seconds West 50.00 feet to a point; thence (2) By a new property line dividing Lot 12, Block 71, and the property herein-described, North 60 degrees 00 minutes 00 seconds East 224.60 feet to a point; thence (3) By another new property line dividing Lot 12, Block 71, and the property herein-described, South 30 degrees 00 minutes 00 seconds East 50.00 feet to a point. Said point being the intended fifth corner in the before-mentioned Deed Book 400, pages 1 &c., thence (4) Along the dividing line between Lot 11, Block 71, now or formerly the property of Fiedler Real Estate, Incorporated, and the property herein-described, South 60 degrees 00 minutes 00 seconds West 224.60 feet to the point and place of BEGINNING.

CONTAINING 11,230 square feet.

It being intended to properly describe Lot 12.01, Block 71 of the tax map of the Town of Hackettstown, Warren County, New Jersey, in accordance with "Proposed Subdivision, Tax Lot 12, Block 71" approved by the Planning Board of the Town of Hackettstown on November 23, 1982, prepared by Interstate Land Consultants, Hackettstown, New Jersey.

BEING part of the same lands and premises conveyed by Deed dated January 21, 1957, from Cornelia T. Hueber, Widow, to Harold A. Gibbs and Alice C. Gibbs, Husband and Wife, said Deed being recorded in the Warren County Clerk's Office in Deed Book 400 at pages 1 &c.

ALSO BEING part of the same lands and premises conveyed by Deed from Herman J. Marlatt and wife to Harold A. Gibbs and wife, dated December 28, 1949, and recorded in the Warren County Clerk's Office on December 29, 1949, in Deed Book 344 at pages 247 &c.

The Grantors reserve for the benefit of themselves, their heirs and assigns, to be used in common with the owner of the above-described lot and said owners, heirs and assigns, a perpetual right-of-way over the northerly 20-foot wide strip of the above property running from Main Street North 60° 00' 00" East 224.60 feet to the dividing line between the property above-described and the remaining lands of the Grantors. This right-of-way is reserved for the benefit of contiguous lands now owned by the Grantors or which may hereafter be acquired by the Grantors, their heirs and assigns, in order to maintain access to and from Main Street by the Grantors, their heirs and assigns, as well as their employees or invitees, by foot, vehicle or otherwise, in common with the owners of the above-described lot, their heirs, assigns, employees and invitees.

The said right-of-way shall be kept open and unobstructed, except the Grantors, for the benefit of themselves, their heirs and assigns, reserve the right to maintain and replace the sign now located in said right-of-way as long as the sign does not make impossible the use of the right-of-way for its above-stated purpose.

The perpetual right-of-way above-described shall be a covenant running with the lands here conveyed, which covenant shall not be released without the approval of the Hackettstown Planning Board, and the Grantors, their heirs and assigns.

This conveyance is subject to easements, restrictions, zoning ordinances and such facts as an accurate survey may disclose.

There is also reserved and this conveyance is subject to the rights of Leonard M. Fiedler and Helen I. Fiedler, owners of the property adjoining on the South of the above premises, and their heirs and assigns, to use 10 feet of the above-described 20-foot strip for access to the rear of their adjoining property from Main Street and including a 10-foot strip across the rear of the above-described property as previously agreed to in an Agreement between Leonard M. Fiedler and Helen I. Fiedler and Harold A. Gibbs and Alice C. Gibbs, dated October 22, 1976, and recorded in the Warren County Clerk's Office in Book 606, page 267.

Being the same premises conveyed to the grantors herein by deed of Harold A. Gibbs and Alice C. Gibbs, husband and wife, dated December 22, 1982 and recorded January 10, 1983 in Book 815 at Page 323 of the Warren County Clerk's Office.

Town of Hackettstown
Highlands Exemption Determination Application



215 Stiger Street
Hackettstown, NJ 07840
(908) 852-3130

The purpose of this application is to determine whether or not a proposed project is exempt from the provisions of the Highlands Water Protection and Planning Act (see note below).

Instructions for Completing Form


1. Complete page 1.
2. Review the seven exemptions eligible for municipal determinations (see pages 2-3) to determine which may be applicable to the proposed project. Applicants need only qualify for one of the exemptions, although more than one may apply. Below each exemption is a list of documentation that is required to determine whether the exemption applies.
3. Initial as indicated by the applicable exemption.
4. Sign the application form.
5. Submit completed application along with all supporting documentation to the municipal office at the address above.

Important Note

This application will be evaluated by the municipality to determine whether a proposed activity, improvement or development project involving lands within the Highlands Region is exempt from the provisions of the Highlands Water Protection and Planning Act (N.J.S.A. 13:20-1 et seq., "Highlands Act"). Any proposal that is exempt from the Highlands Act is also exempt from the Highlands Water Protection and Planning Act Rules ("Highlands Rules," N.J.A.C. 7:38-1 et seq.) and any Highlands Area land use ordinance adopted by the municipality pursuant to approval of its Petition for Plan Conformance by the Highlands Water Protection and Planning Council ("Highlands Council"). The municipality has been authorized and certified by the Highlands Council to issue Highlands Exemption Determinations, pursuant to a July 19, 2012 Memorandum of Understanding (MOU) between the Highlands Council and the New Jersey Department of Environmental Protection (NJDEP). The local ordinance effectuating this delegation of authority is Ordinance #2016 -07, "Town of Hackettstown Highlands Area Exemption Ordinance," adopted December 8, 2016.

Please note that all references to professional preparers indicated in this application shall be construed to include any and all qualified individuals licensed, certified, or otherwise eligible and authorized to complete such work, in accordance with the applicable laws and legal requirements of the State of New Jersey including but not limited to the MLUL (N.J.S.A. 40:55D-1 et seq) and Title 13 of the New Jersey Administrative Code, Law and Public Safety.

Please note that this application only addresses whether or not your project is exempt from Highlands regulations (as listed above). Certification that a project is exempt from the Highlands Act does not relieve one from other regulatory requirements that may apply, including the need to apply for any other permits, whether under municipal, state or other jurisdictional authority. Please also note that in accordance with the MOU, Ordinance #2016 -07 requires that the municipal Exemption Designee retain Highlands Council certification to exercise the authority to issue Municipal Exemption Determinations. In the event of personnel changes or other extenuating circumstances that leave the municipality without the services of a certified municipal Exemption Designee, applicants seeking a Highlands Act Exemption Determination may apply to the NJDEP for projects located in the Preservation Area or to the Highlands Council for projects located in the Planning Area.

| | | | | | |
|--|--|---|--|---|--|
| Town of Hackettstown Highlands Exemption Determination Application 215 Stiger Street Hackettstown, NJ 07840 (908) 852-3130 | |  | | Receipt Stamp - Municipal Use Only | |
| Date: | | 10/15/21 | | Application #: | |
| Applicant Name: | | Sal Toscana | | | |
| Property Information | | | | | |
| Street Address: | | 217-221 Main Street & 223 Main Street | | | |
| Block(s) & Lot(s): | | Block 71 Lots 12 & 12.01 | | | |
| Date Lot Created: | | <input checked="" type="checkbox"/> Prior to August 10, 2004 | | If after August 10, 2004: | |
| Located in: | | <input checked="" type="checkbox"/> Planning Area | | <input type="checkbox"/> Preservation Area <input type="checkbox"/> Planning and Preservation Area | |
| Existing Uses: | | Restaurant | | | |
| Property Owner Information | | | | | |
| <input checked="" type="checkbox"/> Same as Applicant | | Owner Name: Keith Detombeur | | | |
| Owner Address: | | 238 Alphano Road, Great Meadows, NJ 07838 | | | |
| Applicant Information | | | | | |
| Applicant Address: | | 223 Main Street, Hackettstown, NJ 07840 | | | |
| Phone #: | | 908-229-7979 | | Fax #: email: the6incredibles@hotmail.com | |
| Engineer, Attorney or Other Principal Contact Information | | | | | |
| Name: | | Michael S. Selvaggi, Esq. | | | |
| Address: | | 1001 Route 517, Hackettstown, New Jersey 07840 | | | |
| Phone #: | | 908-852-2600 | | Fax #: 908-852-8225 email: mselvaggi@lsaclaw.com | |
| Project Information | | | | | |
| Brief Project Description (Attach Additional as Necessary): | | The Applicant is proposing to construct a deck and a roofing canopy for outside dining. | | | |

Exemption 1: *For the construction of a single-family dwelling for an individual's own use or the use of an immediate family member, on a lot owned by the individual on August 10, 2004, or on a lot for which the individual entered into a binding contract of sale to purchase on or before May 17, 2004.*

☐ I hereby certify that the single-family dwelling proposed for construction on the subject lot is intended for my own use or the use of the following immediate family member (as defined by Ordinance No. 2016 -07).

Applicant Initial:

Name of Family Member:

Relationship of Family Member:

Lot Legally Owned by the Applicant on August 10, 2004:

☐ Copy of a deed, closing or settlement statement, title policy, tax record, mortgage statement, or any other official document showing that the lot was legally owned by the applicant as of August 10, 2004 and indicating the street address and the lot and block as designated by the municipal tax mapping, the municipality, and county in which the lot is located.

☐ I hereby affirm that the metes and bounds of the subject property have not been altered from those lawfully existing as of August 10, 2004.

Applicant Initial:

Lot Under Contract of Sale to Applicant as of May 17, 2004:

☐ Copy of the binding contract of sale executed by the seller and the applicant on or before May 17, 2004 for the lot on which the house is to be constructed.

☐ I hereby affirm that the metes and bounds of the subject property have not been altered from those lawfully existing as of the date of the executed contract of sale.

Applicant Initial:

Exemption 2: *For the construction of a single-family dwelling on a lot that lawfully existed as of August 10, 2004, provided that construction does not result in the ultimate disturbance of 1 or more acres of land or a cumulative increase in impervious surface by 1/4 acre or more.*

☐ A copy of the recorded deed or plat showing that the lot was created on or before August 10, 2004.

☐ A property survey certified by a licensed New Jersey professional indicating the property boundary lines and overall lot size, showing what structures currently exist on the lot, if any.

☐ A parcel plan certified by a qualified licensed New Jersey professional showing all existing and proposed development, including all structures, grading, clearing, impervious surface and disturbance, areas of existing disturbance to be restored (if any), and including calculations demonstrating that impervious surfaces and areas of disturbance are within the 1/4 acre and 1 acre limit as prescribed.

☐ A metes and bounds description by a qualified licensed New Jersey professional showing the area of the lot to be disturbed, limited to less than one acre.

☐ I hereby affirm that the metes and bounds of the subject property have not been altered from those lawfully existing as of August 10, 2004.

Applicant Initial:

Exemption 4: *For the reconstruction of any building or structure for any reason within 125% of the footprint of the lawfully existing impervious surfaces* on the site, provided that the reconstruction does not increase the lawfully existing impervious surface by 1/4 acre or more.*

**The date of lawfully existing impervious surface is August 10, 2004 in the Preservation Area and March 8, 2012 in the Planning Area.*

☒ A parcel plan certified by a qualified licensed New Jersey professional showing all existing property improvements, including all structures, grading, clearing, impervious surfaces and limits of disturbance, existing on the site as of August 10, 2004 for the Preservation Area or March 8, 2012 for the Planning Area; and all proposed development, including all structures, impervious surfaces, grading, clearing limits, and limits of disturbance. Also include calculated values for existing and proposed impervious surfaces for the project/activity.

☒ A copy of any official documentation indicating the original date of construction of the existing buildings and/or structures or otherwise establishing the lawfulness of their existence, inclusive of existing impervious surfaces.

Exemption 5: For any improvement to a single family dwelling in existence as of August 10, 2004, including but not limited to an addition, garage, shed, driveway, porch, deck, patio, swimming pool, or septic system. (Such improvements include only those that maintain the use as a single family dwelling; the exemption does not apply to or permit the creation of multiple dwelling units.)

☐ A copy of any official documentation proving the single family dwelling was in existence on August 10, 2004.

☐ A description of the proposed improvements.

☐ I hereby affirm that the subject property was in existence as of August 10, 2004 and that all proposed improvements are intended and will continue to be used for single family dwelling purposes.

Applicant Initial:

Exemption 6: For any improvement, for non-residential purposes, to a place of worship owned by a non-profit entity, society or association, or association organized primarily for religious purposes, or a public or private school, or a hospital, in existence on August 10, 2004, including, but not limited to new structures, an addition to an existing building or structure, a site improvement, or a sanitary facility.

☐ A copy of any official documentation indicating that the place of worship, public or private school, or hospital was in existence on August 10, 2004.

☐ For improvements to a place of worship, documentation showing that the entity, society or association, or association organized primarily for religious purposes has non-profit status.

☐ A site plan plan certified by a qualified licensed New Jersey professional showing all existing property improvements, including all structures, grading, clearing, impervious surface and limits of disturbance, existing on the site on August 10, 2004; and all proposed development including all structures, impervious surfaces, clearing limits, and limits of disturbance, including grading.

Exemption 7: For any activity conducted by a landowner in accordance with an approved woodland management plan issued pursuant to Section 3 of the Farmland Assessment Act, N.J.S.A. 54:4-23.3 or the normal harvesting of forest products in accordance with a forest management plan approved by the State Forester.

☐ A brief description of the total area of woodlands that is the subject of the approved woodland management plan and indication of the length of time that the area has been in woodland management (may be submitted in this form).

☐ A brief description of the activities for which the exemption is claimed (may be submitted in this form).

For a private landowner with an approved woodlot management plan:

☐ A copy of the applicant's tax bill showing that the site has farmland assessment tax status under the New Jersey Farmland Assessment Act, N.J.S.A. 54:4-23.1 et seq. if applicable.

☐ A copy of the approved woodland management plan.

For a forest management plan approved by the State Forester:

☐ A copy of the forest management plan approved by the State Forester.

Exemption 8: For the construction or extension of trails with non-impervious surfaces on publicly owned lands or on privately owned lands where a conservation or recreational use easement has been established.

☐ A site plan certified by the appropriate qualified licensed New Jersey professional showing the proposed trail construction with details including the location and width of existing and proposed trails and those off-site trails to which they connect, if any.

☐ A written description of the non-impervious materials to be used.

☐ For privately owned property, a copy of a deed for the property, including the language establishing the conservation or recreational use easement on the property.

I, the undersigned, hereby certify that the information given herein is correct to the best of my knowledge.

Applicant Signature:

Date:

I, the undersigned, hereby grant permission for the submission of this application for the property reference herein.

Owner Signature:

Date:

Municipal Use Only
Exemption Review Worksheet

Information
Submitted:

Project
Summary:

Exemption
Review:

Comments:

As the Certified Municipal Exemption Designee, I hereby
certify the following finding for this application

Date:

Signature:



39-B Kennedy Road, PO Box 487, Tranquility, NJ 07879
Office (908) 813-2900 * Fax (908) 543-1047 * info@greenhilltitle.com

November 18, 2019

Michael Lavery, Esq.
VIA EMAIL

Re: Commitment for Title Insurance – DE TOMBEUR
TITLE NO: GHT-96225
PREMISES: 217-221 Main Street Hackettstown, NJ 07840
Purchaser/Mortgagor(s): Heinrich Holdings LLC
Lenders Loan #:

Dear Sir or Madam,

Enclosed please find our Commitment for Title Insurance concerning the above referenced transaction.

If you should have any questions or comments concerning the enclosed, please do not hesitate to contact our office.

Sincerely,

Green Hill Title, LLC

Encl.



Green Hill Title, LLC
39B Kennedy Road, P.O. Box 487
Tranquility, NJ 07879
(908) 813-2900 FAX:(908) 543-1047 EMAIL:info@greenhilltitle.com
www.greenhilltitle.com

AUTHORIZATION TO WIRE - SELLER

Keith DeTombour

RE: File Number: GHT-96225
Property Address: 217-221 Main Street Hackettstown, NJ 07840

We are the Seller(s) of the above referenced property. We authorize **Green Hill Title, LLC** to wire the full proceeds to the below bank. I realize that I may be receiving a phone call from **Green Hill Title, LLC** to confirm the same.

Full Bank Name: _____

Full Bank Address: _____

City: _____ State: _____ Zip: _____

*Banks Incoming ABA# _____

*Note: This may not be the routing number on your check. Please call your bank and ask for the Incoming ABA#.

Account Number: _____

Exact Name(s) on the Account: _____

Address associated with the Account: _____

City: _____ State: _____ Zip: _____

Phone number you can be reached at: _____

Keith DeTombour

Signed and sworn before me, this _____ day of _____.

Notary Public



ALTA COMMITMENT FOR TITLE INSURANCE
(ALTA Adopted 08-01-2016; Technical Corrections 04-02-2018)
NJRB 3-09 (Last Revised 07/01/18)

ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

Green Hill Title, LLC
39B Kennedy Road, P.O. Box 487
Tranquility, NJ 07879
Telephone: (908) 813-2900 Fax: (908) 543-1047

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: Patricia W. Power
Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Notice of Privacy Policy

of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

Transaction Identification Data for reference only:

Issuing Agent: Green Hill Title, LLC
Issuing Office: 39B Kennedy Road, P.O. Box 487 Tranquility, NJ 07879
ALTA® Registry ID:
Loan ID Number:
Commitment Number:
Issuing Office File Number: GHT-96225
Property Address: 217-221 Main Street, Hackettstown, NJ 07840
Revision Number:

SCHEDULE A

1. Commitment Date: **November 12, 2019**

2. Policy to be issued:

Owner's Policy: ALTA Owner's Policy (6/17/06)

Policy Amount: **\$998,000.00**

Proposed Insured: **Heinrich Holdings LLC**

Loan Policy: ALTA Loan Policy (6/17/06)

Policy Amount: **\$748,500.00**

Proposed Insured: **Lakeland Bank, its successors and/or assigns as their interest may appear.**

Policy will insure mortgage as valid FIRST LIEN position.

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment date, vested in:

Keith DeTombour

AS TO TRACT ONE (Lot 12):

Keith DeTombour under deed from Keith DeTombour and Kathryn C. DeTombour, Husband and Wife, dated September 12, 2002, recorded September 20, 2002 in the Warren County Clerk's Office in Deed Book 1830 page 226.

AS TO TRACT TWO (Lot 12.01):

Keith DeTombour under deed from Keith DeTombour and Kathryn C. DeTombour, Husband and Wife, dated September 12, 2002, recorded September 20, 2002 in the Warren County Clerk's Office in Deed Book 1830 page 231.

5. The Land is described as follows: See Schedule C, attached.

FOR INFORMATION ONLY: Being known as Lot 12 in Block 71, on the official tax map of Town of Hackettstown, County of Warren, in the State of NJ. The mailing address is: 217-221 Main Street, Hackettstown, NJ 07840.

FOR INFORMATION ONLY WITH RESPECT TO THE FOLLOWING ADDITIONAL PROPERTY OR PROPERTIES:

Premises 2: Being known as Lot 12.01 in Block 71, on the official tax map of Town of Hackettstown, County of Warren, in the State of NJ. The mailing address is: 223 Main Street, Hackettstown, NJ 07840

Westcor Land Title Insurance Company



Nancy Davidson
Authorized Officer or Agent
Green Hill Title, LLC

Schedule B - Part I— Continued

Issuing Office File No. GHT-96225

SCHEDULE B – PART I REQUIREMENTS

Issuing Office File No. GHT-96225

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. **Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

(a) Deed from Keith DeTombour to Heinrich Holdings LLC to be recorded in Warren County Clerk/Register's Office.

NOTE: Spouses/Civil Union Partners, if any, of vested owners as set forth in Schedule A, Item 4 hereof must join in Deed of Conveyance if the subject premises is now or ever has been used as the primary marital/civil union residence.

(b) Mortgage made by Heinrich Holdings LLC to Lakeland Bank to be recorded in Warren County Clerk/Register's Office.

5. Taxes, charges, assessments and utilities:
 - (a) All taxes and other municipal charges are to be paid through and including the current quarter.
 - (b) Assessment search is attached.
 - (c) Tax search is attached. Subject to facts as set forth thereon.

NOTE: Continuation search will not include taxes unless expressly requested.
6. Original photo identification for all parties to the transaction must be provided.
7. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we deem appropriate.
8. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at closing, the Company must be notified and this Commitment will then be modified accordingly.
9. This Company requires that a title continuation (or rundown) must be ordered not less than 24 hours before closing.
10. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be filed pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than sixty (60) days before, the anticipated date of recording of the closing documents. If the closing is postponed, a second Notice must be filed before the expiration of the first. If both a deed and mortgage are to be insured, two (2) Notices must be filed: one for the deed, and one for the mortgage.

Schedule B - Part I- Continued

Issuing Office File No. GHT-96225

11. **Sellers' and Mortgagors' Affidavit of Title must include the following affirmative statement relating to Unconfirmed Assessments and Recognizances:**

"We/I have not received any notice of proposed, pending or unconfirmed assessment."

"The Sellers have been advised that recognizances and/or abstract or recognizances of bail are not being indexed among the records of the County Clerk/Register's office and that the Title Company, Buyer(s) and or Mortgagee will rely on the truthfulness of this statement. The undersigned hereby certifies that there are no recognizances filed against the undersigned as either principal or surety on the property which is the subject of this transaction. There are no unpaid fines or surcharges levied by the Division of Motor Vehicles."

12. New Jersey Superior Court, United States District Court and United States Bankruptcy Court Search vs. **Keith DeTombeur (and Kathryn DeTombeur)**, dated August 26, 2019 **AND UPDATED TO NOVEMBER 13, 2019**, shows: **RETURNS**

NOTE: If said returns are against the parties in our chain of title, said returns are liens on subject premises and must be disposed of at or prior to closing. If said returns are not against party in our chain of title, proof of that fact by way of Owner's explicit disclaiming affidavit must be submitted to this company.

13. New Jersey Superior Court, United States District Court and United States Bankruptcy Court Searches vs. **HEINRICH HOLDINGS LLC**, dated November 13, 2019, shows: **CLEAR**.

14. **(AS TO LOT 12) NO CURRENT OPEN MORTGAGES FOUND OF RECORD VS. GRANTOR FOR THIS LOT.** *Grantor's Affidavit of Title to state same.*

15. **(AS TO LOT 12.01) MORTGAGE:** Cancellation or other disposition of mortgage from Keith A. DeTombeur to Grand Bank, N.A., Dated September 5, 2012, Recorded September 13, 2012 in Mortgage Book 5728, Page 60 in the Warren County Register's Office. To Secure \$280,000.00.

16. Good Standing Report vs. **HEINRICH HOLDINGS LLC**, dated November 18, 2019, shows said business is active and in good standing in the State of New Jersey with all annual reports current.

17. State UCC Search vs. **HEINRICH HOLDINGS LLC**, dated November 18, 2019, shows: **NO FILINGS FOUND** through November 17, 2019.

18. County UCC Search vs. **HEINRICH HOLDINGS LLC** is **CLEAR**.

19. With reference to **HEINRICH HOLDINGS, LLC**, the following is to be submitted:

a. Proof is required (by affidavit or otherwise) that the consent of the members to the transaction to be insured is not required by the operating agreement, or that such consent has been obtained. This company requires proof that the managing member is authorized to sell premises in question.

b. Proof is required that the operating agreement has not been modified or amended and that there has been no change in the composition of the L.L.C. since its formation.

c. Proof is required that the L.L.C. has not classified itself as a corporation for Federal income tax purposes. If it has, then corporate franchise tax reports will be ordered.

Schedule B - Part I— Continued

Issuing Office File No. GHT-96225

GUARANTOR SEARCHES:

20. State UCC Search vs. **CHRISTOPHER HEIL**, dated November 18, 2019, shows: **NO FILINGS FOUND** through November 17, 2019.
21. New Jersey Superior Court, United States District Court and United States Bankruptcy Court Searches vs. **CHRISTOPHER HEIL**, dated November 13, 2019, shows: **RETURNS**
22. County UCC Search vs. **CHRISTOPHER HEIL** is **CLEAR**.

See Life of Loan Flood Report attached.

END SCHEDULE B – SECTION I

SCHEDULE B – PART II EXCEPTIONS

Issuing Office File No. GHT-96225

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Notwithstanding any provision of the policy to the contrary, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I "Requirements" are met.
3. Rights or Claims or interest of parties in possession of the land not shown by the public record.
4. Easements, or claims of easements, not shown by the public record.
5. Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes, charges, assessments and utilities: See Attached
7. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
8. Amount of acreage or quantity of land is not insured.
9. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed.
11. Utility grant/easement as contained in Deed Book 485 page 399.
12. Access easements as contained in Deed Book 344 page 247, Deed Book 400 page 1, Deed Book 606 page 267, Deed Book 660 page 256, Deed Book 815 page 323, Deed Book 841 page 44, Deed Book 927 page 337, Deed Book 1601 page 148, Deed Book 1601 page 153, Deed Book 1830 page 226, Deed Book 1830 page 231 and as shown on the Tax Map of the Town of Hackettstown.
13. Drainage easement as contained in Deed Book 660 page 256.
14. Rights, public/private and to the State of NJ Highway Authority as to premises bounding NJ State Highway Route 46.

Schedule B - Part II-- Continued

Issuing Office File No. GHT-96225

NOTE: Loan policy to issue will include:

ALTA 1-06

ALTA 6 -06

ALTA 8.2-06

ALTA 9.3-06

ALTA 17-06

ALTA 22-06

ALTA Waiver of Arbitration

Survey/No Survey Endorsement

END SCHEDULE B – SECTION II

**SCHEDULE C
LEGAL DESCRIPTION**

Issuing Office File No. GHT-96225

AS TO TRACT ONE (Lot 12):

BEGINNING at a point in the easterly sideline of Main Street, also being U.S. Highway Route 46, said point being the common corner of Tax Lot 13, Block 71 of the Tax Map of the Town of Hackettstown, now or formerly the property of the Trinity United Methodist Church of Hackettstown, and Tax Lot 12 in Block 71, said point of beginning also being a point in the intended first course of the First Tract as recorded in Deed Book 344 page 247, from Herman J. Marlatt and wife to Harold A. Gibbs and wife; from said point of beginning running thence

- 1) Along the line currently dividing Tax Lot 13, Block 71, North 60 degrees 00 minutes 00 seconds East 234.19 feet to a point; thence
- 2) Still along said dividing line, North 60 degrees 11 minutes 05 seconds East 19.57 feet to the point of the new dividing line between Lot 12 in Block 71 remainder and that portion of the overall parcel to be annexed to Lot 13, Block 71; thence
- 3) Along said new dividing line, South 30 degrees 00 minutes 00 seconds East 190.56 feet to a point in the dividing line between Lot 12, Block 71 and Lot 4, Block 71, said dividing line also being the 6th course of Parcel II of the herein-referenced Deed recorded in Book 927 page 337; thence
- 4) Along said dividing line with Lot 4, Block 71, South 60 degrees 00 minutes 00 seconds West 29.16 feet to a point being a common corner with Lot 11, Block 71; thence
- 5) Along the dividing line between Lots 11 and 12.01, Block 71 and Lot 12, Block 71, North 30 degrees 00 minutes 00 seconds West 120.62 feet to a point being a corner of Lot 12.01, Block 71; thence
- 6) Along the dividing line between Lot 12.01, Block 71 and Lot 12, Block 71, South 60 degrees 00 minutes 00 seconds West 224.60 feet to a point in the easterly sideline of Main Street; thence
- 7) Along the easterly sideline of Main Street, North 30 degrees 00 minutes 00 seconds West 70.00 feet to the point and place of BEGINNING.

AS TO TRACT TWO (Lot 12.01):

BEGINNING at a point in the easterly sideline of Main Street being U.S. Highway Route 46, said point of beginning being the common corner of Tax Lot 11, Block 71, and the property herein described. said point of beginning further being a point in the intended fifth course as recited in Deed Book 400 page 1 from Cornelia AT. Hueber, Widow to Harold A. Gibbs and Alice, his wife. From said point of beginning running thence

- 1) Along the easterly sideline of Main Street, North 30 degrees 00 minutes 00 seconds West 50.00 feet to a point; thence
- 2) By a new property line dividing Lot 12, Block 71 and the property herein described, North 60 degrees 00 minutes 00 seconds East 224.60 feet to a point; thence
- 3) By another new property line dividing Lot 12, Block 71 and the property herein described, South 30 degrees 00 minutes 00 seconds East 50.00 feet to a point, said point being the intended fifth corner in the before mentioned Deed Book 400 page 1; thence
- 4) Along the dividing line between Lot 11, Block 71, now or formerly the property of Fiedler Real Estate, Incorporated, and the property herein described, South 60 degrees 00 minutes 00 seconds West 224.60 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lot 12 and 12.01 in Tax Block 71 on the Official Tax Map of the Town of Hackettstown, Warren County, State of NJ.

FOR INFORMATION PURPOSES ONLY: The mailing address is: 217-221 and 223 Main Street, Hackettstown, NJ 07840.



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

GREEN HILL TITLE

Title #: **Contin GHT-96225**

BLOCK: 71 LOT: 12

OWNER: DETOMBEUR, KEITH

MAIL: 238 ALPHANO RD GREAT MEADOWS, NJ 07838-2500

LOCATION: 217-221 MAIN ST

**TOWN OF HACKETTSTOWN, WARREN COUNTY (908) 852-3130
215 STIGER ST., HACKETTSTOWN, NJ 07840**

*2019 TAX RATE: 3.044; 2019 AVERAGE RATIO: 103.45; CERTIFICATE OF OCCUPANCY REQUIRED ON NEW CONSTRUCTION; ORD# 2017-04
VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED- INITIAL FEE \$500, ESCALATING ANNUAL RENEWAL FEES; SMOKE DETECTOR
CERTIFICATE REQUIRED; MUNICIPAL CODE: 2108*

| | | | |
|------------------------------|----------------------|---------------------------|------------------|
| APPROX. LOT SIZE: | .49 AC | LAND VALUE: | \$250,500 |
| BUILDING DESCRIPTION: | 2SF&1SF | IMPROVEMENT VALUE: | \$229,700 |
| ASSESSOR'S CODE: | 4A-COMMERCIAL | TOTAL ASSESSMENT: | \$480,200 |

EXEMPTIONS: NONE

ABATEMENT OF: NONE

The 2015 Homestead Rebate Credit will be issued on the 2nd Quarter (May) taxes of 2018.
Visit <http://www.state.nj.us/treasury/taxation/homestead/benefit.shtml> for more information.

2018 TAXES: \$14,521.25 PAID IN FULL

2019 QTR 1 (1/1-3/31) DUE 2/1: \$3,630.32 PAID

QTR 2 (4/1 - 6/30) DUE 5/1: \$3,630.31 PAID

QTR 3 (7/1 - 9/30) DUE 8/1: \$3,678.33 PAID

QTR 4 (10/1 - 12/31) DUE 11/1: \$3,678.33 PAID 11/12/2019

2020 QTR 1 (1/1-3/31) DUE 2/1: \$3,654.33 OPEN & DUE 02/01/2020

QTR 2 (4/1 - 6/30) DUE 5/1: \$3,654.32 OPEN & DUE 05/01/2020

**ADDED ASSESSMENT: NO BILL AS OF 11/18/2019; OMITTED/ADDED BILLED ANNUALLY - VERIFY
WITH OWNER THAT NO TAXABLE IMPROVEMENTS HAVE BEEN MADE
SINCE 10/01/2018**

LIENS: NONE

**REDEMPTION REQUIRED
TO REDEEM LIEN**

CONFIRMED ORDINANCE: NONE

**SPECIAL ORDINANCE: ORD #: 2017-04 ADOPTED ON: 02/23/17
TYPE: VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED;
ESCALATING ANNUAL RENEWAL;
CONTACT: ZONING @ (908) 852-3702
FOR OPEN/DUE FEES**



Priority Search Services^{LLC}

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724

Phone: (732) 741-5080 - Fax: (732) 741-5068

GREEN HILL TITLE

Title #: Contin GHT-96225

WATER ACCOUNT # **371-1 07/15/19-10/16/19 \$80.00 OPEN**
ACCOUNT LISTED @ 217 MAIN ST
969-1 07/15/19-10/16/19 \$27.00 OPEN
ACCOUNT LISTED @ 219 MAIN ST
1718-1 07/15/19-10/16/19 \$162.98 OPEN
ACCOUNT LISTED @ 221 MAIN ST
SUBJECT TO FINAL READING; CONTACT: (908) 852-3622

SEWER ACCOUNT # **371-1 07/15/19-10/16/19 \$117.08 OPEN**
ACCOUNT LISTED @ 217 MAIN ST
969-1 07/15/19-10/16/19 \$66.00 OPEN
ACCOUNT LISTED @ 219 MAIN ST
1718-1 07/15/19-10/16/19 \$251.24 OPEN
ACCOUNT LISTED @ 221 MAIN ST
SUBJECT TO FINAL READING; CONTACT: (908) 852-3622

SPECIAL ACCOUNT # **55-0 01/01/19 - 12/31/19 \$715.50 PAID IN FULL**
REFLECTS BUSINESS IMPROVEMENT DISTRICT CHARGES;
CONTACT TAX COLLECTOR
BILLED ANNUALLY; CONTACT: (908) 852-3622



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

GREEN HILL TITLE

Title #: Contin GHT-96225

BLOCK: 71 LOT: 12.01

OWNER: DETOMBEUR, KEITH

MAIL: 238 ALPHANO RD GREAT MEADOWS, NJ 07838

LOCATION: 223 MAIN ST

TOWN OF HACKETTSTOWN, WARREN COUNTY (908) 852-3130

215 STIGER ST., HACKETTSTOWN, NJ 07840

2019 TAX RATE: 3.044; 2019 AVERAGE RATIO: 103.45; CERTIFICATE OF OCCUPANCY REQUIRED ON NEW CONSTRUCTION; ORD# 2017-04
VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED- INITIAL FEE \$500, ESCALATING ANNUAL RENEWAL FEES; SMOKE DETECTOR
CERTIFICATE REQUIRED; MUNICIPAL CODE: 2108

| | | | |
|-----------------------|---------------|--------------------|-----------|
| APPROX. LOT SIZE: | 50 X 225 | LAND VALUE: | \$272,000 |
| BUILDING DESCRIPTION: | 2SF-A/C | IMPROVEMENT VALUE: | \$120,500 |
| ASSESSOR'S CODE: | 4A-COMMERCIAL | TOTAL ASSESSMENT: | \$392,500 |

EXEMPTIONS: NONE

ABATEMENT OF: NONE

The 2015 Homestead Rebate Credit will be issued on the 2nd Quarter (May) taxes of 2018.

Visit <http://www.state.nj.us/treasury/taxation/homestead/benefit.shtml> for more information.

2018 TAXES: \$11,869.20 PAID IN FULL

2019 QTR 1 (1/1-3/31) DUE 2/1: \$2,967.30 PAID

QTR 2 (4/1 - 6/30) DUE 5/1: \$2,967.30 PAID

QTR 3 (7/1 - 9/30) DUE 8/1: \$3,006.55 PAID

QTR 4 (10/1 - 12/31) DUE 11/1: \$3,006.55 PAID 11/12/2019

2020 QTR 1 (1/1-3/31) DUE 2/1: \$2,986.93 OPEN & DUE 02/01/2020

QTR 2 (4/1 - 6/30) DUE 5/1: \$2,986.92 OPEN & DUE 05/01/2020

ADDED ASSESSMENT: NO BILL AS OF 11/18/2019; OMITTED/ADDED BILLED ANNUALLY - VERIFY
WITH OWNER THAT NO TAXABLE IMPROVEMENTS HAVE BEEN MADE
SINCE 10/01/2018

LIENS: NONE

REDEMPTION REQUIRED
TO REDEEM LIEN

CONFIRMED ORDINANCE: NONE

SPECIAL ORDINANCE: ORD #: 2017-04 ADOPTED ON: 02/23/17
TYPE: VACANT/ABANDONED PROPERTY REGISTRATION REQUIRED;
ESCALATING ANNUAL RENEWAL;
CONTACT: ZONING @ (908) 852-3702
FOR OPEN/DUE FEES



Priority Search Services LLC

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

GREEN HILL TITLE

Title #: **Contin GHT-96225**

| | |
|--------------------------|---|
| WATER ACCOUNT # | 1395-1 07/15/19-10/16/19 \$205.66 OPEN SUBJECT TO FINAL READING; CONTACT: (908) 852-3622 |
| SEWER ACCOUNT # | 1395-1 07/15/19-10/16/19 \$123.20 OPEN SUBJECT TO FINAL READING; CONTACT: (908) 852-3622 |
| SPECIAL ACCOUNT # | 56-0 01/01/19 - 12/31/19 \$584.83 PAID IN FULL REFLECTS BUSINESS IMPROVEMENT DISTRICT CHARGES BILLED ANNUALLY; CONTACT: (908) 852-3622 |



CERTIFICATE OF CONTINUATION
OF
UPPER COURT SEARCH

232-8555-90

RE: 96225

CERTIFIED TO:

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY NJ 07879

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

KEITH DETOMBEUR
*** Name is CLEAR ***

FROM TO
08-25-2019 11-13-2019

DATED 11-13-2019
TIME 08:45 AM

FEES: NO CHARGE

RC19-319-03783 319 0855319 25

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650



NEW JERSEY SUPERIOR COURT,
UNITED STATES DISTRICT COURT AND
UNITED STATES BANKRUPTCY COURT

232-8555-90

RE: 96225

CERTIFIED TO:

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY NJ 07879

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

| | FROM | TO |
|------------------------|------------|------------|
| CHRISTOPHER HEIL | 11-13-1999 | 11-13-2019 |
| *** With Judgments *** | | |

(SEE ATTACHED 1 PAGE)

DATED 11-13-2019
TIME 08:45 AM

FEES: \$ 12.00
TAX: \$ 0.00
TOTAL:\$ 12.00

RN19-319-04927 319 1001319 25

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

RN19-319-04927
232-8555-90

RE: 96225

1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-022767-2008
DATE ENTERED: 01/30/08
ACTION: CHILD SUPPORT
VENUE: MONMOUTH

CASE NUMBER: CS 619693 10B
DATE OF BIRTH: 04/12/69

CREDITOR(S):

BARBARA HEIL ,ORIGINAL DOCKET - FM-13-000210-08

ATTY FOR CR.: PRO SE

DEBTOR(S):

CHRISTOPHER J HEIL ,PRO SE

1000 RIDGE AV, MANASQUAN, NJ 08736

The debt amount varies from date to date. If you wish to know
the current details, please contact: 1-877-NJ-KIDS1 (1-877-655-4371)
or www.njchildsupport.org

*** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: PD-300868-2009
DATE ENTERED: 12/09/09
LIEN FOR LEGAL SERVICES
VENUE: MERCER

DEBT: \$ 101.00

CREDITOR: OFFICE OF THE PUBLIC DEFENDER

DEBTOR(S):

CHRISTOPHER HEIL , DOB: 04/12/1969

270 SHERIDAN AV, SAESIDE HEIGHTS, NJ 08751

ATTORNEY: PRO SE

*** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: PD-010660-2010
DATE ENTERED: 01/06/10
LIEN FOR LEGAL SERVICES
VENUE: MERCER

DEBT: \$ 72.50

CREDITOR: OFFICE OF THE PUBLIC DEFENDER

DEBTOR(S):

CHRISTOPHER HEIL , DOB: 04/12/1969

APT C,

270 SHERMAN AV, SEASIDE HEIGHTS, NJ 08751

ATTORNEY: PRO SE

CHRISTOPHER HIEL ADDED TO OUR INDEX.

*** End of Abstract ***

Charles Jones
A DebtRight Company



NEW JERSEY SUPERIOR COURT,
UNITED STATES DISTRICT COURT AND
UNITED STATES BANKRUPTCY COURT

232-8555-90

RE: 96225

CERTIFIED TO:

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY NJ 07879

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

FROM TO

HEINRICH HOLDINGS LLC (Entity)
*** Name is CLEAR ***

11-13-1999 11-13-2019

DATED 11-13-2019
TIME 08:45 AM

FEES: \$ 12.00
TAX: \$ 0.00
TOTAL:\$ 12.00

RN19-319-04925 319 1003319 25

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650



*** UNITED STATES PATRIOT NAME SEARCH ***

232-8555-90
CERTIFIED TO:

RE: 96225

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY NJ 07879

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE LIST OF "SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS" MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY, PURSUANT TO EXECUTIVE ORDER 13224 AS AMENDED BY EXECUTIVE ORDER 13268, AS WELL AS "THE CONSOLIDATED SANCTIONS LIST" THAT INCLUDES THE LIST OF "FOREIGN SANCTIONS EVADERS" PURSUANT TO EXECUTIVE ORDER 13608 AND MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY AND REPORTS THE FOLLOWING FINDINGS WITH RESPECT TO THE NAME(S) LISTED BELOW:

| | |
|--------------------------------|------------|
| | THROUGH |
| HEINRICH HOLDINGS LLC (Entity) | 11-13-2019 |

***** CLEAR PATRIOT NAME SEARCH *****

NOTE: According to the U.S. Department of Treasury, no U.S. person may deal with any Libyan or Iraqi government official whether their name appears on the list or not.

DATE ISSUED: 11-15-2019

FEES: \$ 2.00
TAX: \$ 0.00
TOTAL:\$ 2.00

PA19-319-04926 319 0997319 25

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650



*** UNITED STATES PATRIOT NAME SEARCH ***

232-8555-90
CERTIFIED TO:

RE: 96225

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY NJ 07879

CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE LIST OF "SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS" MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY, PURSUANT TO EXECUTIVE ORDER 13224 AS AMENDED BY EXECUTIVE ORDER 13268, AS WELL AS "THE CONSOLIDATED SANCTIONS LIST" THAT INCLUDES THE LIST OF "FOREIGN SANCTIONS EVADERS" PURSUANT TO EXECUTIVE ORDER 13608 AND MAINTAINED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF THE TREASURY AND REPORTS THE FOLLOWING FINDINGS WITH RESPECT TO THE NAME(S) LISTED BELOW:

THROUGH
CHRISTOPHER HEIL (Individual) 11-13-2019

***** CLEAR PATRIOT NAME SEARCH *****

NOTE: According to the U.S. Department of Treasury, no U.S. person may deal with any Libyan or Iraqi government official whether their name appears on the list or not.

DATE ISSUED: 11-15-2019

FEES: \$ 2.00
TAX: \$ 0.00
TOTAL:\$ 2.00

PA19-319-04928 319 0997319 25

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650



GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY, NJ 07879

Reference: 96225

Name Searched: HEINRICH HOLDINGS LLC

Service Type: CERTIFICATE OF GOOD STANDING

Please See Attached Findings

Date: 11/18/2019

Search #: CGS-319-1265

Fee: \$70

NJ Sales Tax: \$0.00

Total: «Total»

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
SHORT FORM STANDING**

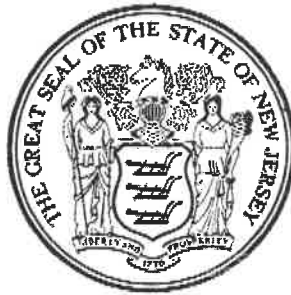
**HEINRICH HOLDINGS LLC
0450435455**

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on November 11, 2019.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

**CHRISTOPHER HEHL,
65 HILLSIDE ROAD
CHESTER, NJ 07930**



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal at Trenton, this
18th day of November, 2019*

A handwritten signature in black ink, appearing to read "Elizabeth Maher Muoio".

**Elizabeth Maher Muoio
State Treasurer**

Certificate Number : 6102476441

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



New Jersey UCC State Report

Reference: 96225
Account #: 232855590

Public Record Information
For the Sole Use Of:

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY, NJ 07879

Attention:

Search Number: UCC-319-1258

Name Searched: HEINRICH HOLDINGS LLC

Address Requested: NO
County: ALL, NJ
Municipality: ALL
Street Address: NONE

UCC's for This Address Only? NO

Notice

The following information is derived from a State Index and a proprietary Database of public records abstracts. While the Database is maintained to a high level of accuracy, Charles Jones LLC does not certify or warrant its accuracy, adequacy or completeness. Copies and updates are available upon request at scheduled prices.

Finding

***** No Filings Found *****

Thru Date: 11/17/19

Report Date: 11/18/19

Search Fee: \$55.00

Total Pages: 1

LT/MM



New Jersey UCC State Report

Reference: 96225
Account #: 232855590

Public Record Information
For the Sole Use Of:

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY, NJ 07879

Attention:

Search Number: UCC-319-1259

Name Searched: CHRISTOPHER HEIL

Address Requested: NO
County: ALL, NJ
Municipality: ALL
Street Address NONE

UCC's for This Address Only? NO

Notice

The following information is derived from a State Index and a proprietary Database of public records abstracts. While the Database is maintained to a high level of accuracy, Charles Jones LLC does not certify or warrant its accuracy, adequacy or completeness. Copies and updates are available upon request at scheduled prices.

Finding

***** No Filings Found *****

Thru Date: 11/17/19

Report Date: 11/18/19

Search Fee: \$55.00

Total Pages: 1

LT/MM

VL1830-PG226

178030

DEED

This Deed is made on SEPTEMBER 12, 2002

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

whose address is 37 Johnson Road, Hackensack, NJ 07640

AND

referred to as Grantor,

KEITH DeTOMBEUR,

whose post office address is 100 Richard Drive, Hackensack, NJ 07640

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. 46:15-1) Municipality of: Town of Hackensack Block No. 71 Lot No. 12

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 Hackensack, 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 Kathryn C. DeTombour by Deed of Keith DeTombour and Kathryn DeTombour, dated November 17, 1998 and recorded December 17, 1998 in Deed Book 1601, page 148 &c.

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

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

PREPARED BY:

Bernard T. Nemer, Esq.

| | | | |
|------------------|--------|-------------|------|
| Consideration | \$1.00 | Exempt Code | E |
| County | 0.00 | State | 0.00 |
| County | 0.00 | State | 0.00 |
| Date: 09/20/2002 | | Total | |
| | | 0.00 | |

VB 1830-226
REC'd 9-20-02

VL1830-P6227

DESCRIPTION OF PROPERTY

Tax Lot 12 in Block 71, Town of Hackettstown, County of Warren, NJ

Remaining Parcel

Description of a tract of land being created by the subdivision of a parcel heretofore identified as Tax Lot 12 in Block 71 on the Official Tax Map of the Town of Hackettstown, County of Warren in the State of New Jersey, being a portion of the same premises conveyed by Deed recorded in the Warren County Clerk's Office in Book 927, page 137 on the 10th of September, 1985 from Harold Gibbs and Alice Gibbs, husband and wife, into Keith A. De Tombeur and Kathryn De Tombeur, husband and wife, and being more particularly described as follows:

BEGINNING at a point in the easterly sideline of Main Street, also being U.S. Highway Route 46, said point being the common corner of Tax Lot 13, Block 71 of the Tax Map of the Town of Hackettstown, now or formerly the property of the Trinity United Methodist Church of Hackettstown, and Tax Lot 12 in Block 71, said Point of Beginning also being a point in the intended first course of the First Tract as recorded in Deed Book 144, page 247 &c. from Herman J. Marlatt and wife to Harold A. Gibbs and wife. From said Point of Beginning running thence:

1. Along the line currently dividing Tax Lot 13, Block 71 and Tax Lot 12, Block 71, North 60 degrees 00 minutes 00 seconds East, 234.19 feet to a point; thence
2. Still along said dividing line, North 60 degrees 11 minutes 05 seconds East, 19.57 feet to the end point of the new dividing line between Lot 12 in Block 71 remainder and that portion of the overall parcel to be annexed to Lot 13, Block 71; thence
3. Along said new dividing line, South 30 degrees 00 minutes 00 seconds East, 190.84 feet to a point in the dividing line between Lot 12, Block 71 and Lot 4, Block 71, said dividing line also being the 6th course of Parcel II of the herein-referenced Deed recorded in Book 927, Page 137 & c.; thence
4. Along said dividing line with Lot 4, Block 71, South 60 degrees 00 minutes 00 seconds West, 29.16 feet to a point being a common corner with Lot 11, Block 71; thence
5. Along the dividing line between Lots 11 and 12.01, Block 71 and Lot 12, Block 71, North 30 degrees 00 minutes 00 seconds West, 120.62 feet to a point being a corner of Lot 12.01, Block 71; thence

VL1830-PG228

6. Along the dividing line between Lot 12.01, Block 71 and Lot 12, Block 71, South 60 degrees 00 minutes 00 seconds West, 224.60 feet to a point in the easterly sideline of Main Street; thence
7. Along the easterly sideline of Main Street, North 30 degrees 00 minutes 00 seconds West, 70.00 feet to the Point and Place of Beginning.

Containing 0.489 acres more or less.

The above-described property also being subject to a right of access over a 10 foot wide lane more fully described as follows:

BEGINNING at a point in the easterly sideline of Main Street, also being US Highway Route 46, said point being South 30 degrees 00 minutes 00 seconds East, 50.00 feet from the beginning of the entire remaining parcel hereinabove described, and running thence

1. Leaving Main Street and along the northerly sideline of said lane, North 60 degrees 00 minutes 00 seconds East, 253.76 feet to a point on the new dividing line between the property herein described and the overall parcel to be annexed to Lot 13, Block 71; thence
2. Along said new dividing line, South 30 degrees 00 minutes 00 seconds East, 10.00 feet to a point; thence
3. Leaving said new dividing line, South 60 degrees 00 minutes 00 seconds West, 253.76 feet to a point in the easterly sideline of Main Street; thence
4. Along the easterly sideline of Main Street, North 30 degrees 00 minutes 00 seconds West, 10.00 feet to the Point and Place of Beginning.

The above-described property also containing a perpetual right of access easement over the northerly 20 foot wide strip of Lot 12.01, Block 71 of the tax map of the Town of Hackettstown, running from Main Street North 60 degrees 00 minutes 00 seconds East, 224.60 feet to the dividing line with the above-described property.

VL 1830-P6229
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. 321, P.L. 1981 OR I.S.A. 24:15-1 et seq.

STATE OF NEW JERSEY

COUNTY OF WARREN

FOR RECORDER'S USE ONLYConsideration \$ 1Realty Transfer Fee \$ 0Date 9/28/02 By EC

*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. 71, Lot No. 12, 117-121 Main Street, Town of 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 consideration 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 ON APPROPRIATE CATEGORY 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. 1973 for the following reason(s):

| | |
|---|---|
| A. SENIOR CITIZEN (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 owner. |
| B. BLIND (See Instruction #8) DISABLED (See Instruction #8) | |
| <input type="checkbox"/> Grantor(s) legally blind. | <input type="checkbox"/> Grantor(s) permanently and totally disabled. |
| <input type="checkbox"/> One or two-family residential premises. | <input type="checkbox"/> One or two-family residential premises. |
| <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale. | <input type="checkbox"/> Receiving disability payments. |
| <input type="checkbox"/> No joint owners other than spouse or other qualified exempt owner. | <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale. |
| | <input type="checkbox"/> Not gainfully employed. |
| <i>*IN THE CASE OF 18A AND 18B, ONLY ONE GRANTOR NEEDS TO BE CHECKED.</i> | |
| C. LOW AND MODERATE INCOME HOUSING (See Instruction #8) | |
| <input type="checkbox"/> Affordable According to HUD Standards. | <input type="checkbox"/> Reserved for Occupancy. |
| <input type="checkbox"/> Meets Income Requirements of Region. | <input type="checkbox"/> Subject to Resale Controls. |
| D. NEW CONSTRUCTION (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 _____ day of SEPTEMBER, 2002.


Bernard J. Neuner
 Attorney at Law of New Jersey


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 177058 COUNTY WARREN
 DEED NUMBER 1830 BOOK 1830 PAGE 226
 DEED DATED 9/28/02 DATE RECORDED 9/28/02

VL1830-PS230

178030

The street address of the property is 217-221 Main Street, Hackensack, NJ 07848.

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 D. Tombeur
KEITH D. TOMBEUR

Kathryn C. DeTombeur
KATHRYN C. D. TOMBEUR

STATE OF NEW JERSEY
COUNTY OF WARREN

I certify that on September 17, 2002, KEITH D. TOMBEUR and KATHRYN C. D. TOMBEUR, 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 46:15-5).

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

RECORD & RETURN TO:
Bernard T. Neuner, Esq.
Margolin & Neuner
Hastings Commons, Suite 106
488 Schooleys Mountain Road
Hackensack, NJ 07848

RECORDED
SEP 20 11:48
TERENCE D. LEE
WARREN COUNTY CLERK
BELVIDERE, N.J.

YL 1830 - PG 231

178031

DEED

This Deed is made on SEPTEMBER 12, 2002

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

whose address is 37 Johnson Road, Hackensack, NJ 07840

AND

referred to as Grantor,

KEITH DeTOMBEUR,

whose post office address is 100 Richard Drive, Hackensack, 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. 46:25-11) Municipality of: Town of Hackensack
Block No. 71 Lot No. 12.61

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 Hackensack, 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 by Deed of Harold A. Gibbs and Alice C. Gibbs, husband and wife, dated September 2, 1983 and recorded September 28, 1983 in Deed Book 641, page 44 etc.

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

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

PREPARED BY:

Bernard T. Neuner, Esq.

| Consideration: \$1.00 | | Exempt Code: E | |
|-----------------------|------------------|----------------|-------|
| County | State | N.P.R.R.F. | Total |
| 0.00 | 0.00 | 0.00 | 0.00 |
| county | Date: 09/20/2002 | | |

LB 1830-231

REC'D 9-20-02

Vestris
12-01

VL 1830 PG 231
 1830 PG 231

Tax Map Reference: (N.J.S.A. 40:15-2.1) Municipality of Hackettstown
 Block No. 71 Lot No. 12.01 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 in the easterly sideline of Main Street also being U. S. Highway Route 46. Said point of Beginning being the common corner of Tax Lot 11, Block 71, and the property herein-described. Said point of Beginning further being a point in the intended fifth course as recited in Deed Book 400, page 1 from Mrs. Cornelia T. Hueber, Widow, to Harold A. Gibbs and Alice, his wife. From said point of Beginning running thence (1) Along the easterly sideline of Main Street North 30 degrees 00 minutes 00 seconds West 50.00 feet to a point; thence (2) By a new property line dividing Lot 12, Block 71, and the property herein-described, North 60 degrees 00 minutes 00 seconds East 224.60 feet to a point; thence (3) By another new property line dividing Lot 12, Block 71, and the property herein-described, South 30 degrees 00 minutes 00 seconds East 50.00 feet to a point. Said point being the intended fifth corner in the before-mentioned Deed Book 400, page 1 &c.; thence (4) Along the dividing line between Lot 11, Block 71, now or formerly the property of Fiedler Real Estate, Incorporated, and the property herein-described, South 60 degrees 00 minutes 00 seconds West 224.60 feet to the point and place of BEGINNING.

CONTAINING 11,230 square feet.

It being intended to properly describe Lot 12.01, Block 71 of the tax map of the Town of Hackettstown, Warren County, New Jersey, in accordance with "Proposed Subdivision, Tax Lot 12, Block 71" approved by the Planning Board of the Town of Hackettstown on November 23, 1982, prepared by Interstate Land Consultants, Hackettstown, New Jersey.

BEING part of the same lands and premises conveyed by Deed dated January 21, 1957, from Cornelia T. Hueber, Widow, to Harold A. Gibbs and Alice G. Gibbs, Husband and Wife, said Deed being recorded in the Warren County Clerk's Office in Deed Book 400 at page 1 &c.

ALSO BEING part of the same lands and premises conveyed by Deed from Herman Marantz and wife to Harold A. Gibbs and wife, dated December 28, 1949, and recorded in the Warren County Clerk's Office on December 29, 1949, in Deed Book 344 at page 247 &c.

The Grantors reserve for the benefit of themselves, their heirs and assigns, to be used in common with the owner of the above-described lot and said owners, heirs and assigns, a perpetual right-of-way over the northerly 20-foot wide strip of the above property running from Main Street North 60° 00' 00" East 224.60 feet to the dividing line between the property above-described and the remaining lands of the Grantors. This right-of-way is reserved for the benefit of contiguous lands now owned by the Grantors or which may hereafter be acquired by the Grantors, their heirs and assigns, in order to maintain access to and from Main Street by the Grantors, their heirs and assigns, as well as their employees or invitees, by foot, vehicle or otherwise, in common with the owners of the above-described lot, their heirs, assigns, employees and invitees.

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

TERENCE D. LEE
 WARREN COUNTY CLERK
 BELLEVILLE, N.J.

SEP 20 11 48

RECORDED

YL 1830-PG233

STATE OF NJ
AFFIDAVIT OF CONSIDERATION OR EXEMPTION (c. 49, P.L. 1968)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. 1993 (N.J.S.A. 2:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF WARREN

FOR RECORDER'S USE ONLY

Consideration \$

Ready Transfer Fee \$

Date 9/20/02 By CCV

*Use symbol "C" to indicate fee is credit only for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 1, 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. 71, Lot No. 12.01, 223 Main Street, Town of Hackettstown, 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 ready 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 CATEGORY 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 Ready Transfer Fee imposed by c. 176, P.L. 1973 for the following reason(s):

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

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

Bernard T. Neuner
Attorney at Law of New Jersey

Keith DeTombour
KEITH DeTOMBEUR
27 Johnson Road, Hackettstown, NJ 07840

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

INSTRUMENT NUMBER 17863 COUNTY Warren
DEED NUMBER 1830
DEED DATED 9/20/02 DATE RECORDED 9/20/02

VL 1830-P6234


178031

The street address of the property is 223 Main Street, 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

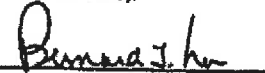

KEITH DeTOMBEUR


KATHRYN C. DeTOMBEUR

STATE OF NEW JERSEY
COUNTY OF WARREN

I certify that on September 12, 2002, KEITH DeTOMBEUR and KATHRYN C. DeTOMBEUR, 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 46:15-5).


Bernard T. Neuner
Attorney at Law of New Jersey

RECORD & RETURN TO:
Bernard T. Neuner, Esq.
Margolin & Neuner
Hastings Commons, Suite 106
488 Schooley's Mountain Road
Hackettstown, NJ 07840

RECORDATION REQUESTED BY:

Grand Bank, N.A.
2297 State Highway 33
Hamilton Square, NJ 08690

WHEN RECORDED MAIL TO:

Grand Bank, N.A.
2297 State Highway 33
Hamilton Square, NJ 08690

SEND TAX NOTICES TO:

Keith A. DeTombour
239 Alphano Road
Great Meadows, NJ 07838

RECORDED

Patricia J Kolb Warren Co Clerk

BELVIDERE, NJ

Bk: 5728 Pg: 60

09/13/2012 01:12:40 PM

Pages 9

MORTGAGE

Record & Return to:
Phonics Assoc. Title Agency, Inc.
268 Main Street Cherry, NJ 07930

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Keith A. DeTombour and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the New Jersey Industrial Site Recovery Act, NJSA Section 13:1K-8 ("ISRA"), the New Jersey Spill Compensation and Control Act, NJSA 58:10-23.11, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Keith A. DeTombour.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Grand Bank, N.A., its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated September 5, 2012, in the original principal amount of \$280,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE dated September 5, 2012, is made and executed between Keith A. DeTombour, whose address is 238 Alphano Road, Great Meadows, NJ 07838 (referred to below as "Grantor") and Grand Bank, N.A., whose address is 2297 State Highway 33, Hamilton Square, NJ 08690 (referred to below as "Lender").

5728-60

9-13-12

**MORTGAGE
(Continued)**

Loan No: 503004624

Page 2

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Warren County, State of New Jersey:

Being known as Block 71 Lot 12.01 on the tax map of the Town of Hackettstown, County of Warren, State of New Jersey and as more fully described on the attached Schedule C

The Real Property or its address is commonly known as 223 Main Street, Hackettstown, NJ 07840.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by New Jersey law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water

STEWART TITLE GUARANTY COMPANY

File Number: NJ12-2001

**SCHEDULE C
LEGAL DESCRIPTION**

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

BEGINNING AT A POINT in the easterly sideline of Main Street (AKA U.S. Highway Route 46) being the common corner of Tax Lot 11, in Tax Block 71 and the property herein described and running thence;

- 1. Along the easterly sideline of Main Street, North 30 degrees 00minutes West, 50.00 feet to a point;**
- 2. North 60 degrees 00 minutes East, 224.60 feet to a point;**
- 3. South 30 degrees 00 minutes East, 50.00 feet to a point;**
- 4. South 60 degrees 00 minutes West, 224.60 feet to the point and place of BEGINNING.**

RESERVING a perpetual 20 foot wide Right of Way as found in Deed Book Deed Book 841, Page 44 and Deed Book 1830, Page 44.

NOTE: Being Lot(s) Lot: 12.01, Block: 71; Tax Map of the Town of Hackettstown, County of Warren, State of New Jersey.

NOTE: Lot and Block shown for informational purposes only.

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charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

No Claim for Credit for Taxes. Grantor shall not make deduction from or claim credit on the principal or interest secured by this Mortgage by reason of any governmental taxes, assessments or charges. Grantor shall not claim any deduction from the taxable value of the Property by reason of this Mortgage.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall

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survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales

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agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any Related Documents to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option, subject to any notice or right to cure requirements that may be applicable, to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Lender in Possession. Upon acceleration of the Indebtedness or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the Rents, including those past due. Any Rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of Rents, including but not limited to receiver's fees, premiums on the receiver's bonds and reasonable attorneys' fees and then to the other Indebtedness secured by this Mortgage.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Leases and Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by non-judicial sale.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or

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restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Jersey without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of New Jersey.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Mercer County, State of New Jersey.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Non-Liability of Lender. The relationship between Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Loan No: 503004624

**MORTGAGE
(Continued)**

Page 7

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.
GRANTOR ACKNOWLEDGES RECEIPT, WITHOUT CHARGE, OF A TRUE AND CORRECT COPY OF THIS MORTGAGE.

GRANTOR:

x Keith A. DeTombear
Keith A. DeTombear

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Morris

)
) SS
)

BE IT REMEMBERED that on this 05 day of September, 20 12, before me, the undersigned authority, personally appeared Keith A. DeTombear who, I am satisfied, is the person named in the foregoing instrument, and I having first made known to him or her the contents thereof, he or she acknowledged that he or she signed, sealed and delivered the same as his or her voluntary act and deed. All of which is hereby certified.

Suzanne P Prendergast
Notary Public State of New Jersey
My Commission Expires
January 25, 2014

Suzanne P. Prendergast



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 | 36.00 |
| Recording Fee Differ | 24.00 |
| Preservation Fee | 40.00 |
| Sub Total: | 100.00 |

RECEIPT NO. : 2012327764

Clerk: HG
Instr #: 2012-394050
Book/Pg: 5728 / 60
Rec Date: 09/13/2012 01:12:40 PM
Doc Grp: M
Descrip: MORTGAGE
Num Pgs: 9

Total: 100.00
**** NOTICE: THIS IS NOT A BILL ****

Party1: DETOMBEUR KEITH A
Party2: GRAND BANK N A
Town: HACKETTSTOWN

Record and Return To:

PHOENIX ASSOC TITLE AGENCY INC
205 MAIN STREET
CHESTER NJ 07930

MB 5728-60
REC'D 9-13-12

of the said grantor, their heirs or assigns, or of any other person or persons lawfully claiming or to claim the same.

AND ALSO that the said grantor now has good right, full power, and lawful authority, to grant, bargain, sell, and convey the said land and premises in manner aforesaid.

AND ALSO, that Barney Sinkway and Pearl Sinkway, his wife, will WARRANT, secure, and forever defend the said land and premises unto the said grantees, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrances whatsoever.

AND the said grantor, their heirs and assigns shall and will at any time or times hereafter, upon the reasonable request, and at the proper cost and charges in the law of the said grantees, its successors and assigns, make, do, and execute, or cause or procure to be made, done and executed, all and every such further or other lawful and reasonable acts, conveyances and assurances in the law for the better and more effectually vesting the premises hereby intended to be granted, to the grantees, its successors and assigns forever, as shall be reasonably required.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal the day and year first above written.

WITNESSES, SEALED AND DELIVERED)

Barney Sinkway (LS)

IN THE PRESENCE OF)

Barney Sinkway

James B. Maddock, Jr.

Mrs. Pearl Sinkway (LS)

James B. Maddock, Jr.

Pearl Sinkway

STATE OF NEW JERSEY,)

COUNTY OF Warren)

BE IT REMEMBERED, that on this Twenty-Eighth day of December in the year of Our Lord One Thousand Nine Hundred and Forty Nine, before me, the subscriber, An Attorney at Law of New Jersey personally appeared Barney Sinkway and Pearl Sinkway, his wife, who, I am satisfied, are the grantors mentioned in the within instrument, and to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

James B. Maddock, Jr.

James B. Maddock, Jr.

Attorney at Law of New Jersey

Received and Recorded 10:30 A.M.

December 29, 1949

Ramsey Case, Clerk

XX

Document Number 89562)

HERMAN J. MARLATT AND WIFE)

U.S.L.N. \$22.00

Book AL

TO)

Doc AP

Read by AL

HAROLD A. GIBBS AND WIFE)

----- THIS INSTRUMENT, MADE the 28th day of December, in the year of our Lord One Thousand Nine Hundred and Forty-nine

BETWEEN HERMAN J. MARLATT and EMIL O. MARLATT, his wife of the Town of Hackensack in the County of Warren and State of New Jersey party of the First Part;

AND HAROLD A. GIBBS and ALICE C. GIBBS, his wife, of the Town of Hackensack in the County of Warren and State of New Jersey, party of the Second Part;

WITNESSETH, That the said party of the First Part, for and in consideration of ONE DOLLAR, and other good and lawful considerations 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

BB 344 247 REC'D 122949

217-221 Ham St

LOT 12

Accts
gfe

receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, 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 these certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Hackensack in the County of Warren and State of New Jersey,

NUMEROUS AND DESCRIBED AS FOLLOWS:

FIRST TRACT - Known as FEET-217 1/2-219 and 719 1/2 Main St., Hackensacktown, N.J.

BEGINNING at a point in the easterly edge of Main Street corner to the Methodist Church lot and runs as the needle pointed in Oct. 1888, (1) North sixty degrees East two hundred and forty six and five tenths feet to the rear corner of said Methodist Church lot (2) North thirty degrees West one hundred and sixty seven feet corner to Peer Brothers Land (3) North fifty eight degrees East two hundred and fifty three feet corner to G. A. Beatty's land in said Peer Brothers line, (4) South thirty degrees east one hundred and seventy feet to a corner (5) North fifty nine degrees East forty seven feet to a corner of Thomas Shields, Jr. (6) South twenty-eight and one-half degrees West fifty eight and eight-tenths feet to a corner of lot sold to Jay E. Christian (7) South sixty degrees West one hundred and eighty-one feet to a corner in said Christian's line at the end of the lane, (8) North thirty degrees West ten feet at the end of said lane, (9) South sixty degrees East three hundred and sixty four feet and five tenths of a foot to the easterly edge of said Main Street, (10) North thirty degrees West forty-eight and eight-tenths feet to the place of Beginning. Together with the right of using the lane running from Main Street along the property so described as such right was granted to said Ruth Rodda or her predecessors in interest by deeds now on record.

Subject to any and all restrictions, easements and rights-of-way of record.

Being the same land and premises conveyed to the first parties by deed of Merl D. Beremer, Executor of Ruth Rodda, deceased, by Deed dated Feb. 8, 1935 and recorded in the Warren County Clerk's Office in Book 275 of Deeds, page 154.

Said premises are further conveyed subject to an agreement made between Hackensacktown Methodist Episcopal Church Trinity and Herman J. Marlatt, et al., dated Feb. 5, 1935 and recorded in the aforesaid Office in Deed Book 276, page 74.

SECOND TRACT - Known as 321 Main St., Hackensacktown, N.J.

First Lot Begins in the easterly edge of Main Street in the southerly edge of the lane along said property and runs as the needle pointed in Oct. 1888, (1) North sixty degrees East two hundred and thirty-eight feet to a point in the southerly line of said lane; thence (2) South thirty degrees West thirty-three and eight-tenths feet to corner to lot sold to Hunkinson and Wallace; thence (3) southerly sixty degrees West two hundred and thirty-eight feet to a point in the easterly edge of said Main Street, thence (4) North thirty degrees West thirty-three and eight-tenths feet to the place of Beginning.

Second Lot Begins at a point in the southerly edge of the lane, distant fifteen feet on a course of North sixty degrees East from the second corner of the above described tract and runs thence (1) North sixty degrees East three hundred and seven and five-tenths feet to a rear corner of a lot sold to George D. Rodda; thence (2) South twenty-eight and one-half degrees East sixty feet, corner to John G. Van Dyckle; thence (3) South sixty degrees West three hundred and seven and five-tenths feet, corner to a lot sold to said Hunkinson and Wallace in Van Dyckle's line; thence (4) North thirty degrees West sixty feet to the place of Beginning.

The party of the second part, his heirs and assigns to have the right of using the lane running from said Main Street along the property conveyed to the said party of the second part and George D. Rodda and Hunkinson and Wallace for the purpose of passing to and from his lot, but in no manner to obstruct said lane by building fences, gates, walls or in any way whatever.

Subject to any and all restrictions, easements and rights-of-way of record.

Being the same lands and premises conveyed to Herman J. Marlatt by deed of Abby J. Christian, et al., dated December 28, 1921 and recorded in the aforesaid Office in Bk. 231 of Deeds, pages 504.

The premises hereby conveyed are further conveyed subject to the present tenants rights.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privilege and advantages, with the appurtenances to the same belonging or in anywise appertaining.

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the First Part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the Second Part, their heirs and assigns, to the only proper use, benefit and behoof of the said party of the Second Part, their heirs and assigns forever.

The said party of the First part however, reserves the use and possession of the store building and apartment now occupied by him at 221 Main Street (Second Tract above) until March 1, 1950 without charge. And the said First Party further reserves the use and possession of the shop in the rear at 221 Main Street (second tract above) now occupied by him, until July 1, 1950 without charge.

AND the said parties of the first part, do for themselves, their heirs, executors and administrators 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, are the true, lawful and right owners of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment or limitation, or by any encumbrance whatsoever, by which the title of the said party of the Second Part, hereby made or intended to be made for the above described land and premises, can or may be charged, charged, altered or defeated in any way whatsoever except as aforesaid.

AND ALSO that the said party of the First Part now have good right, full power and lawful authority to grant, bargain, sell and convey the said land and premises in manner aforesaid;

AND ALSO, that the parties of the first part with WARRANT, secure, and forever defend the said land and premises unto the said Harold A. Gibbs and Alice E. Gibbs, his wife, their heirs and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the First Part, have hereunto set their hands and seals the day and year first above written.

WITNESSED, SEALED AND DELIVERED

IN THE PRESENCE OF

Claude E. Cook
Claude E. Cook

Herman J. Marlatt (12)

Herman J. Marlatt

Ira G. Marlatt (12)

Ira G. Marlatt

STATE OF NEW JERSEY,)
COUNTY OF WARREN,) ss.

and Forty-nine, before me, the undersigned, an Attorney at Law of New Jersey personally appeared HERMAN J. MARLATT and IRA G. MARLATT, his wife, who, I am satisfied, are the grantors mentioned in the within Read, and to whom I first read the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Claude E. Cook

Claude E. Cook

Attorney at Law of New Jersey

Received and Recorded 10:00 A.M.

December 29, 1949

Hansley Boese, Clerk



123373 VOL 400 PAGE 1 ALL-STATE OFFICE SUPPLY CO. 1001 17th, NEWARK 2, N. J.

123373 This Indenture,

Made the 31st day of January, in the year One Thousand Nine Hundred and Fifty-seven.

Between

CORNELIA T. HUEBER, Widow,

of 223 Main Street,

In the Town of Hackensack, in the County of Warren, and State of New Jersey, hereinafter known as the grantor

And

HAROLD A. GIBBS and ALICE C. GIBBS, His Wife,

of 218 Main Street,

In the Town of Hackensack, in the County of Warren, and State of New Jersey, hereinafter known as the grantees

Witnesseth, That in consideration of One Dollar (\$1.00) and other good and valuable consideration,

the said grantor does grant, bargain, sell and convey, unto the said grantees, their heirs and assigns, forever,

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

BEGINNING at a point in the Easterly edge of Main Street, being the fourth corner of a lot conveyed to Jay S. Christian and running (as the needle pointed in October, 1880) (1) North sixty degrees East two hundred and thirty-eight feet to the rear corner of said Christian's lot; thence (2) North thirty degrees West thirty-three and eight-tenths feet to said Christian's corner in the Southerly edge of the lane; thence (3) along said lane North sixty degrees East fifteen feet, corner to said Christian's other lot in the edge of the lane; thence (4) South thirty degrees East sixty feet to another of said Christian's corner in Mrs. John C. Van Syckle's line; thence (5) along her line South sixty degrees West two hundred and fifty-three feet to her corner in the Easterly edge of Main Street; thence (6) along the Easterly edge of said Main Street, North thirty degrees West twenty-six and two-tenths feet to the place of Beginning.

The said Party of the Second Part, her heirs and assigns to have the right of using the said lane running from said Main Street along the properties conveyed to the said Party of the Second Part and George S. Rodda and the said Jay S. Christian, for the purpose of passing to and from her lot, but in no manner to obstruct said lane by building fences, gates by wagons or in any other way whatever.

Being the same land and premises conveyed by Harold T. Hueber, et. al., as heirs at law and next of kin of Sarah I. Hueber, deceased, dated August 14, 1846, and recorded in the Warren County Clerk's Office in Book 347 of Deeds, page 448; this conveyance made to Cornelia T. Hueber, widow, to vest all title in the said Cornelia T. Hueber.

238.00
33.80, 15.00
60.00
253.00

access
223 Main St
Lot 12.01

LB 400-1 REC d 12257

VOL 400 PAGE 2

do have and to hold, said premises with the appurtenances, unto the said grantee, their heirs and assigns forever.

And the said Cornelia T. Hueber, widow,

for her heirs and assigns, do as

Covenant:

1. That the title to said premises is vested in fee simple absolute in the said grantor.
2. That she has the right and authority to convey the said premises to the said grantee.
3. That the grantee shall have peaceable and quiet possession of the said premises free from all encumbrances.
4. That the same are now free and clear of all encumbrances whatsoever, except none.
5. That the grantor will execute or procure such further assurances and conveyances of the said land as may be reasonably required.
6. That she will WARRANT and DEFEND the premises hereby conveyed against all persons lawfully claiming the same.

In Witness Whereof, the said grantor has hereunto set her hand and seal, or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Cornelia T. Hueber (L.S.)
Cornelia T. Hueber

Edward E. Stover
Edward E. Stover

State of New Jersey,

County of WARREN, ss.:

Me. (I) Remembereth, that on this Twenty-first day of January, in the year of our Lord One Thousand Nine Hundred and Fifty-seven, the subscriber, a Master of the Superior Court of New Jersey, personally appeared Cornelia T. Hueber, widow,

who, I am satisfied, is the person mentioned in 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.

REC'D Warren Co. CLK's Ofc. 1-22-1957; 9:42 A.M.
in said in Deed BK 400 pg 1, do.

John M. Bodine,

Clk. rk.

Edward E. Stover
Edward E. Stover
A Master of the Superior Court of New Jersey

178075

485 PG 399
Right of Way Agreement

IN CONSIDERATION of One Dollar (\$1.00) and other valuable considerations, paid by NEW JERSEY POWER & LIGHT COMPANY, a New Jersey corporation, the receipt of which is hereby acknowledged, the undersigned (a) hereby grant and convey unto said New Jersey Power & Light Company, its successors and assigns, the right to enter upon premises of the undersigned in the Town

of Hackettstown County of Warren and State of New

Jersey, situate

Northerly - Allison Bender

Southerly - Other land of Grantor

Easterly - Other land of Grantor

Westerly - Methodist Church

and from time to time to erect, maintain, renew, relocate, redesign, alter and remove poles, guys, anchors, guy stubs, crossarms, wires, cables, and appurtenances in perpetuity for the transmission and distribution of electricity, the operation of communication systems, and in addition thereto to erect and maintain such other wires or appurtenances on said poles and crossarms as said Company may deem necessary and proper to be attached thereto, upon, over, across, along and beyond said property, the course of said pole line to run as follows:

generally in a southerly direction from the land of Bender, thence across
grantor's land terminating at pole SIX 066

It is agreed that the Company may improve said pole line from time to time so that utility service may be supplied in a proper manner and shall have the right to trim and keep trimmed, or cut and remove such trees or tree branches as may be required to maintain service at all times; the work shall be done with care and the sidewalk, street and premises disturbed thereby shall be restored to its prior condition by and at the expense of said Company.

Date April 26, 1967

WITNESS:

John L. Bruckman

Harold Gibbs (L.S.)

Alice Gibbs (L.S.)

Alice Gibbs, H/W (L.S.)

Alice Gibbs, H/W (L.S.)

ATTEST:

Secretary

By _____ President

STATE OF NEW JERSEY) ss:
COUNTY OF _____

495 400

BE IT REMEMBERED, that on this _____ day of _____, 1967, before me, the underscriber, personally appeared _____ who, being by me duly sworn on his oath, deposes and proven to my satisfaction, that he is the _____ the grantor named in the within instrument, that _____ is the President of said Corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said instrument in which said seal and act was thereto affixed and said instrument signed and delivered by said _____ President, as and for his voluntary act and deed, and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me at the date aforesaid.

Notary Public in and for the County of _____ State of New Jersey

Parcel No. _____
Line/Block of _____
County: _____

178075
RICHY OF WAY GRANT, INC.
FOR
ELECTRIC LINES

RECEIVED
12/12/67
COMPTON

Harold Gibbs
&
Alice Gibbs, R/W

TO

NEW JERSEY POWER & LIGHT COMPANY

Date: April 26, 1967

RECEIVED in the Clerk's Office of the

County of _____ State of New Jersey, on

the 26th day of May, A.D. 1967, at 10:12 o'clock in the fore-

noon and recorded in Book 399 of Deeds

for said County on Page _____

My Commission Expires _____

My Commission Expires _____

My Commission Expires _____

My Commission Expires _____

My Commission Expires _____

STATE OF NEW JERSEY) ss:
COUNTY OF Warren

BE IT REMEMBERED, That on this 26th day of April, 1967 in the County of _____ and State aforesaid, personally appeared before me, the underscriber, a Notary Public of New Jersey, Harold Gibbs & Alice Gibbs, R/W, who, I am satisfied, are the Grantee mentioned in the within instrument, to whom I first made known the contents thereof, and thereafter they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

My Commission Expires _____
My Commission Expires _____
My Commission Expires _____

STATE OF NEW JERSEY) ss:
COUNTY OF _____

_____, hereby certify that on the _____ day of _____, 1967, in the County of _____ and State aforesaid, personally appeared before me _____ whom I personally know to be the subscribing parties in the execution of the foregoing instrument and who, being duly sworn, depose and say that the subscriber is the same in the said instrument as a subscribing witness on the date contained therein, that he was _____ sign, seal and deliver the said instrument as his voluntary act and deed, and that he subscribed his name thereto at the same time as an attesting witness.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

Notary Public of New Jersey
My Commission Expires _____

227552

606 PG 267

AGREEMENT

THIS AGREEMENT made this 26th day of October 1976, between LEONARD M. FIEDLER and HELEN I. FIEDLER, his wife, with offices at 227 Main Street, Hackettstown, New Jersey, hereinafter referred to as the party of the first part, and HAROLD A. GIBBS and ALICE C. GIBBS, his wife, with offices at 219 Main Street, Hackettstown, New Jersey, hereinafter referred to as the party of the second part,

WHEREAS by a certain conveyance dated October 31, 1956, and recorded on October 31, 1956, in the Warren County Clerk's Office in Book 398 of Deeds, page 183 &c., the party of the first part did convey certain lands to the party of the second part together with a right of way over adjoining lands retained by the party of the first part, and

WHEREAS it was the intent of the parties hereto that the party of the first part would retain a right of way over lands conveyed to the party of the second part, adjoining lands retained by Fiedler,

NOW, THEREFORE, the parties hereto agree as follows:

1. That the party of the second part releases any right, title, and interest in any right of way granted to him in said conveyance recorded in Book 398, page 183 &c. to the party of the first part.

2. That the party of the second part grants and conveys to the party of the first part a right of way over and across the premises conveyed by the party of the first part to the party of the second part, namely:

*Access
get*

DB 606 267
Rec'd 10/26/76

A.L. 606 for 268

There is also conveyed herewith to the party of the first part, LEONARD M. FIEDLER and HELEN I. FIEDLER, his wife, their heirs and assigns, the right of way 10 feet wide for ingress and egress, by foot, vehicle, or otherwise, from Main Street through the lands of the party of the second part, HAROLD A. GIBBS and ALICE C. GIBBS, his wife, to the rear of the premises, adjoining the premises herein conveyed, to the south thereof, provided always that the party of the second part, their heirs and assigns, shall have the right at any and all times to relocate said right of way from Main Street. The party of the first part, LEONARD M. FIEDLER and HELEN I. FIEDLER, his wife, covenant and agree that they will not obstruct said right of way in any way or manner.

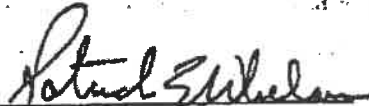
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 27th day of October 1976.

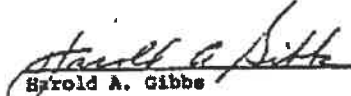
Witness:




Leonard M. Fiedler


Helen I. Fiedler




Harold A. Gibbs


Alice C. Gibbs

606 JUL 28 1964

ACKNOWLEDGEMENT

STATE OF NEW JERSEY
COUNTY OF WARREN

BE IT REMEMBERED, that on this 22nd day of October 1976, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared LEONARD M. FIEDLER and HELEN I. FIEDLER, his wife, who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed, and delivered the same as their act and deed, for the uses and purposes therein expressed.

Attorney at Law of New Jersey

STATE OF NEW JERSEY
COUNTY OF WARREN

BE IT REMEMBERED, that on this Third day of October 1976, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared HAROLD A. GIBBS and ALICE C. GIBBS, his wife, who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon they acknowledged that they signed, sealed, and delivered the same as their act and deed, for the uses and purposes therein expressed.

Prepared by:

Patrick E. Whelan, Esq.

Patrick E. Whelan

Attorney at Law of New Jersey

237477

660 ME 256

THIS AGREEMENT dated the 27th day of April, 1977,
BETWEEN, HAROLD A. GIBBS and ALICE GIBBS, his wife,
of 219 Main Street, Town of Hackettstown, County of Warren
and State of New Jersey, hereinafter designated as the party
of the first part,

AND, CONKLIN & STRONG, INC., a New York Corporation,
having an office located at 33 South Street, Warwick, New York,

WHEREAS, the party of the first part owns Lot 2
and Lot 12 in Block 71 as the same appears on the current tax
map of the Town of Hackettstown, County of Warren and State
of New Jersey,

AND WHEREAS, the party of the second part is desirous
of acquiring Lots 20 and 21 in Block 71 as the same appears
on the current tax map of the Town of Hackettstown, County
of Warren and State of New Jersey,

AND WHEREAS, the party of the second part is desirous
of obtaining an easement across Lot 2 from Lot 11,

NOW THEREFORE, in consideration of mutual covenants
and acts, the parties hereto agree as follows:

1. The parties of the first part grants to the
party of the second part, a permanent easement of ten feet in
width for the purpose of laying under ground pipe for a total
easement of twenty feet for the purpose of repairing and main-
taining said under ground pipe. The twenty foot easement is
further described as follows:

BEGINNING at a point in the fourth course of Deed
Book 406, page 100 sc., being a description of Lot 2, Block
71, property of Harold A. Gibbs and Alice Gibbs, his wife,
purchased from Frederick W. Mac Callan and Laura P. Mac Callan,

*Access Drange
etc.*

*LB 660-256
REC'D 5-24-78*

660-257

his wife, recorded August 28, 1937. Said point of beginning being located South 26 degrees 07 minutes West 24.00 feet from the fourth corner of the above mentioned description. From said point of beginning running thence; (1) across Lot 2, Block 71, South 79 degrees 00 minutes East 51.79 feet to a point in the line of the lands of the Town of Hackettstown. Said lands border the brook flowing to the Musconetcong River and are described in Deed Book 361, page 329 &c.. thence (2) Along the line of the lands of the Town of Hackettstown, South 26 degrees 07 minutes West 20.72 feet to a point, thence (3) Again crossing Lot 2, Block 71, North 79 degrees 00 minutes West 51.79 feet to a point in the fourth course of the before mentioned description, also being the dividing line with Lot 21, Block 71, thence (4) Along the dividing line between Lot 2 and Lot 21, Block 71, North 26 degrees 07 minutes East 20.72 feet to the point and place of BEGINNING.

CONTAINING 1,036 square feet.

This is a drainage easement granted to facilitate the storm water drainage from Lot 21 across Lot 2, Block 71 to the brook leading to the Musconetcong River.

This description prepared by Interstate Land Consultants, Hackettstown, N. J.

2. The party of the second part will eliminate parking on that portion of Lot 21 in which the party of the first part has an easement of 33 feet.

3. The party of the second part agrees to ditch or excavate a swale on Lot 12 adjacent to Lot 20 and also along Lot 2 for an approximate distance of 215 feet and install a a corrugated pipe 15 inches in diameter, 13 feet in length in said swale and underneath the existing road

660 PG 256

traversing Lot 2 and Lot 12.

4. Any excess soil from excavation on Lot 2 should be used to level Lot 1 as much as possible and in the event of any excess after such leveling shall be placed on Lot 12.

5. The party of the second part shall install a standard grate inlet approximately 10 feet distant from the division line of Lot 11 and Lot 2 and tie the same into the pipe to be installed within the 10 foot easement granted in paragraph No. 1 above.

6. The party of the first part hereby holds the party of the second part, harmless for any acts of the party of the second part as a result of the construction work agreed to be performed by the party of the second part.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, the day and year first above written.


Harold A. Gibbs


Alice Gibbs

CONKLIN & STRONG, INC.

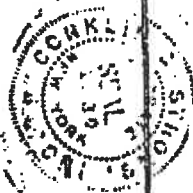

HOWARD CONKLIN, JR.

Pres.

Attested:


GEORGE E. CONKLIN

Sec.



| | |
|---|---|
| 660 FILE 260 | 237477 |
| RECEIVED | |
| MAY 24 PM 12:00 | |
| J. J. SNYDER COUNTY CLERK LIVIDRE, N.J. | |
| <div>RECEIVED</div> <div>INDEXED</div> <div>COMPE</div> | |
| <div>Received in the Warren County Clerk's Office Date <u>5-24-78</u> Time <u>12:00 P.M.</u> Recorded in <u>Deed</u> Book <u>660</u> Page <u>256</u> y. <i>Therese Snyder</i> CLERK</div> | <div><i>Rev. 9-11-77</i> COUNTY, DEEDS & MARS, P.A. 246 Main Street P. O. Box 470 Easton, New Jersey 07840 CONCERNING COUNSELLORS AT LAW 30 HIGH STREET NEWTON, N.J. 07860</div> |

9-

103 OFFER, BARGAIN AND SALE Agreement as to Grantor's Act
 104 TO AND OF CORP. - Full Language

Copyright 1982 By ALL STATE LEGAL SUPPLY CO
 One Commerce Drive, Cranford, N.J. 07016

264566

DEED

815 HU 323

This deed is made on December 22, 1982

BETWEEN

HAROLD A. GIBBS and ALICE C. GIBBS, Husband and Wife,

whose address is P. O. Box 62, Tranquility, New Jersey 07879,
referred to as the Grantor,

AND

HAROLD A. GIBBS and ALICE C. GIBBS, Husband and Wife,

whose present address is P. O. Box 62, Tranquility, New Jersey, 07879,
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 ----- (\$1.00)-----
 ----- Only One Dollar and 00/100 -----
 The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-21) Municipality of Hackettstown
 Block No. 71 Lot No. 12.01 Account No.
☐ No property tax identification number is available on the date of this deed. (if block has it applicable)

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:

BEGINNING at a point in the easterly midline of Main Street also being U. S. Highway Route 46. Said point of Beginning being the common corner of Tax Lot 11, Block 71, and the property herein-described. Said point of Beginning further being a point in the intended fifth course as recited in Deed Book 400, page 1 from Cornelia T. Hueber, Widow, to Harold A. Gibbs and Alice, his wife. From said point of Beginning running thence (1) Along the easterly midline of Main Street North 30 degrees 00 minutes 00 seconds West 50.00 feet to a point; thence (2) By a new property line dividing Lot 12, Block 71, and the property herein-described, North 60 degrees 00 minutes 00 seconds East 224.60 feet to a point; thence (3) By another new property line dividing Lot 12, Block 71, and the property herein-described, South 30 degrees 00 minutes 00 seconds East 50.00 feet to a point. Said point being the intended fifth corner in the before-mentioned Deed Book 400, pages 1 &c.; thence (4) Along the dividing line between Lot 11, Block 71, now or formerly the property of Fiedler Real Estate, Incorporated, and the property herein-described, South 60 degrees 00 minutes 00 seconds West 224.60 feet to the point and place of BEGINNING.

CONTAINING 11,230 square feet.

It being intended to properly describe Lot 12.01, Block 71 of the tax map of the Town of Hackettstown, Warren County, New Jersey, in accordance with "Proposed Subdivision, Tax Lot 12, Block 71" approved by the Planning Board of the Town of Hackettstown on November 23, 1982, prepared by Interstate Land Consultants, Hackettstown, New Jersey.

BEING part of the same lands and premises conveyed by Deed dated January 21, 1937, from Cornelia T. Hueber, Widow, to Harold A. Gibbs and Alice C. Gibbs, Husband and Wife, said Deed being recorded in the Warren County Clerk's Office in Deed Book 400 at pages 1 &c.

ALSO BEING part of the same lands and premises conveyed by Deed from Herman J. Marlatt and wife to Harold A. Gibbs and wife, dated December 28, 1949, and recorded in the Warren County Clerk's Office on December 29, 1949, in Deed Book 344 at pages 247 &c.

The Grantors reserve for the benefit of themselves, their heirs and assigns, to be used in common with the owner of the above-described lot and said owners, heirs and assigns, a perpetual right-of-way over the northerly 20-foot wide strip of the above property running from Main Street North 60° 00' 00" East 224.60 feet to the dividing line between the property above-described and the remaining lands of the Grantors. This right-of-way is reserved for the benefit of contiguous lands now owned by the Grantors or which may hereafter be acquired by the Grantors, their

COUNTY OF WARREN
 CONSIDERATION \$1.00
 REALTY TRANSFER FEE
 DATE 12/22/82 BY P. J.

LB 815-323

REC'D 1-10-83

Access
file

EL 515 na 324

heirs and assigns, in order to maintain access to and from Main Street by the Grantors, their heirs and assigns, as well as their employees or invitees, by foot, vehicle or otherwise, in common with the owners of the above-described lot, their heirs, assigns, employees and invitees.

The said right-of-way shall be kept open and unobstructed, except the Grantors, for the benefit of themselves, their heirs and assigns, reserve the right to maintain and replace the sign now located in said right-of-way as long as the sign does not make impossible the use of the right-of-way for its above-stated purpose.

The perpetual right-of-way above-described shall be a covenant running with the lands here conveyed, which covenant shall not be released without the approval of the Hackettstown Planning Board.

This conveyance is subject to easements, restrictions, zoning ordinances and such facts as an accurate survey may disclose.

There is also reserved and this conveyance is subject to the rights of Leonard M. Fiedler and Helen I. Fiedler, owners of the property adjoining on the South of the above premises, and their heirs and assigns, to use 10 feet of the above-described 30-foot strip for access to the rear of their adjoining property from Main Street and including a 10-foot strip across the rear of the above-described property as previously agreed to in an Agreement between Leonard M. Fiedler and Helen I. Fiedler and Harold A. Gibbs and Alice C. Gibbs, dated October 22, 1976, and recorded in the Warren County Clerk's Office in Book 606, page 267.

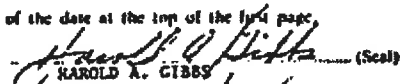

CL 815 FILE 325

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:



ALBERT B. THORP

 (Seal)
HAROLD A. GIBBS
 (Seal)
ALICE C. GIBBS

Notary Public, N. J.
My Comm. Expires 12-31-82
My Office is at:

Notary Public, N. J.

My Office is at:

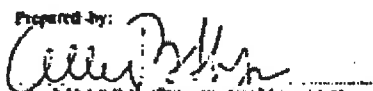


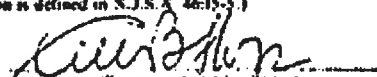
STATE OF NEW JERSEY, COUNTY OF WARREN

I CERTIFY that on December 22, 1982

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): Harold A. Gibbs and Alice C. Gibbs

- (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 \$1,000,000 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. 46:15-5.)

Prepared by:

ALBERT B. THORP, ESQ.
204 Washington Street
Hackettstown, N. J. 07840


ALBERT B. THORP
An Attorney at Law of New Jersey

Jun 10 12 33 PM '93

1953-1954

James L. Smith

When County Clerk
Recorded in Book
17-33-10-83
JAMES L. SMITH
COUNTY CLERK

DEED

HAROLD A. CIBBS and ALICE C. CIBBS,
Husband and Wife.

Grantor,

TO
HAROLD A. GIBBS and ALICE C. GIBBS,
Husband and Wife.

Summary

Revised and return to:

ALBERT B. THORP, ESQ.
204 Washington Street
Hackettstown, N. J. 07810

Vol 841 Page 044

101 - DEED BARGAIN AND SALE (Consent on to Grantor's Agent)
AND TO WHO OR (UNIT) Plain Language

Copyright 1982 by ALL STATE LEGAL SUPPLY CO
One Constitution Drive Cranford, N.J. 07016

259875

DEED

This Deed is made on September 2, 1983

BETWEEN

HAROLD A. GIBBS and ALICE C. GIBBS, husband and wife,

whose address is P.O. Box 62, Tranquillity, New Jersey referred to as the Grantor,

AND

KEITH DETOMBEUR, Married

whose post office address is 223 Main Street, Hackettstown, N.J. 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 Thousand and 00/100 (\$100,000.00) Dollars

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Hackettstown

Block No. 71 Lot No. 12.01 Account No.
☐ No property tax identification number is available on the date of this deed (if not then it applies)

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:
County of Warren

SEE SCHEDULE A attached hereto.

COUNTY OF WARREN
CONSIDERATION \$100,000.00
REALTY TRANSFER TAX \$350.00
DATE 9-28-83 BY [Signature]

Prepared by:

Albert B. Thord
ALBERT B. THORD, ESQ.
204 Washington St.
Hackettstown, N. J. 07840

LB 841-44 REC'D 9-28-83

Vesting
12-01

Access
g/c

1. 841 DEED 045

SCHEME A

Tax Map Reference: (S) J.N.A. 46 (S-2) Municipality of Hackensack
 Block No. 71 Lot No. 12.01 Account No.
☐ No property tax identification number is available on the date of this deed which was applicable

Property: The property consists of the land and all the buildings and structures on the land in the Town of Hackensack, at Hackensack, and State of New Jersey. The legal description is:

BEGINNING at a point in the easterly sideline of Main Street also being U. S. Highway Route 46, said point of beginning being the common corner of Tax lot 11, Block 71, and the property herein-described. Said point of beginning further being a point in the intended fifth course as recited in Deed Book 400, page 1 from Cornelia T. Hoehner, Widow, to Harold A. Gibbs and Alice, his wife. From said point of beginning, running thence (1) Along the easterly sideline of Main Street North 30 degrees 00 minutes 00 seconds West 50.00 feet to a point; thence (2) by a new property line dividing Lot 12, Block 71, and the property herein-described, North 60 degrees 00 minutes 00 seconds East 224.60 feet to a point; thence (3) by another new property line dividing Lot 12, Block 71, and the property herein-described, South 30 degrees 00 minutes 00 seconds East 50.00 feet to a point. Said point being the intended fifth corner in the before-mentioned Deed Book 400, pages 1 & 2; thence (4) Along the dividing line between Lot 11, Block 71, now or formerly the property of Fletcher Real Estate, Incorporated, and the property herein-described, South 60 degrees 00 minutes 00 seconds West 224.60 feet to the point and place of BEGINNING.

CONTAINING 11,230 square feet.

It being intended to properly describe lot 12.01, Block 71 of the tax map of the Town of Hackensack, Warren County, New Jersey, in accordance with "Proposed Subdivision, Tax lot 12, Block 71" approved by the Planning Board of the Town of Hackensack on November 23, 1982, prepared by Interstate Land Consultants, Hackensack, New Jersey.

BEING part of the same lands and premises conveyed by Deed dated January 21, 1957, from Cornelia T. Hoehner, Widow, to Harold A. Gibbs and Alice C. Gibbs, husband and wife, said Deed being recorded in the Warren County Clerk's Office in Deed Book 401 at pages 1 & 2.

ALSO BEING part of the same lands and premises conveyed by Deed from Herman I. Marlatt and wife to Harold A. Gibbs and wife, dated December 28, 1949, and recorded in the Warren County Clerk's Office on December 29, 1949, in Deed Book 364 at pages 267 & 2.

The Grantors reserve for the benefit of themselves, their heirs and assigns, to be used in common with the owner of the above-described lot and said owners, heirs and assigns, a perpetual right-of-way over the northerly 20-foot wide strip of the above property running from Main Street North 60° 00' 00" East 224.60 feet to the dividing line between the property above-described and the remaining lands of the Grantors. This right-of-way is reserved for the benefit of contiguous lands now owned by the Grantors or which may hereafter be acquired by the Grantors, their heirs and assigns, in order to maintain access to and from Main Street by the Grantors, their heirs and assigns, as well as their employees or invitees, by foot, vehicle or otherwise, in common with the owners of the above-described lot, their heirs, assigns, employees and invitees.

The said right-of-way shall be kept open and unobstructed, except the Grantors, for the benefit of themselves, their heirs and assigns, reserve the right to maintain and replace the sign now located in said right-of-way as long as the sign does not make impossible the use of the right-of-way for its above-stated purpose.

The perpetual right-of-way above-described shall be a covenant running with the lands here conveyed, which covenant shall not be released without the approval of the Hackensack Planning Board, and the Grantors, their heirs and assigns.

This conveyance is subject to easements, restrictions, zoning ordinances and such facts as an accurate survey may disclose.

There is also reserved and this conveyance is subject to the rights of Leonard M. Fiedler and Helen I. Fiedler, owners of the property adjoining on the South of the above premises, and their heirs and assigns, to use 10 feet of the above-described 20-foot strip for access to the rear of their adjoining property from Main Street and including a 10-foot strip across the rear of the above-described property as previously agreed to in an Agreement between Leonard M. Fiedler and Helen I. Fiedler and Harold A. Gibbs and Alice C. Gibbs, dated October 22, 1976, and recorded in the Warren County Clerk's Office in Deed Book 400, page 207.

Being the same premises conveyed to the grantors herein by deed of Harold A. Gibbs and Alice C. Gibbs, husband and wife, dated December 22, 1982 and recorded January 10, 1983 in Book 813 at Page 323 of the Warren County Clerk's Office.


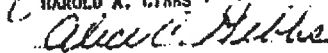
841 046

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:


Albert B. Thorp

 (Seal)
HAROLD A. GIBBS
 (Seal)
ALICE C. GIBBS

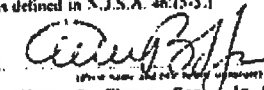
PT 841 ME 047

STATE OF NEW JERSEY, COUNTY OF WARREN

NS:

I CERTIFY that on *September 2*, 1983,
HAROLD A. GIBBS and ALICE G. GIBBS, husband and wife
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 \$ 100,000.00 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. 46:15-5.)

Prepared by:


Albert B. Thorp, Esq., An Attorney
at Law of the State of N.J.

N.J.S.A. 46:15-11 (Print signer's name below signature)

RT 841 048

269335

DEED

Record and return to:

COUNTY CLERK, DEPT. OF REVENUE, PA.
256 MAIN STREET, BOX 470
HACKETTSTOWN, N. J. 07630

HAROLD A. GIBBS and
ALICE C. GIBBS, husband and
wife

Grantor,

TO

KEITH DETOUBEUR, Married

Grantee.

Recorded in the Office
County Clerk's Office
Date 9-28-83
Time 2:05 PM
Recorded in Book 841 Page 448
Lorenz D. J.

100-2-1-1
CC: 944/83

RECEIVED
SEP 28 2 05 PM '83
CLERK
VANCE
COUNTY

285696

103-DEED - STANDARD AND SALE (Conveyance to be Grantor's Agent)
AND TO WHO ON COM - Plain Language A D 84 V 8 - 1

Copyright 1983 by ALL-STATE LEGAL SUPPLY CO.
One Commercial Drive, Cranford, N.J. 07016

DEED

Prepared by: (Name of preparer and signature)
Albert B. Thompson
ALBERT B. THOMPSON

This Deed is made on September 10, 1985.

VOL 927 PAGE 337

BETWEEN

HAROLD GIBBS and ALICE GIBBS, husband and wife

whose address is Quaker Road, Box 80, Andover, New Jersey 07821

referred to as the Grantor.

AND

KEITH A. DE TORBEUR and KATHRYN COE DE TORBEUR, husband and wife

whose post office address is 16 Mockingbird, Backettstown, 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 THREE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$37,500.00).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Backettstown
Block No. 71 Lot No. 2 and 12 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 Backettstown and State of New Jersey. The legal description is:

See description attached hereto and made a part hereof. (Schedule A)

This conveyance is subject to all easements, restrictions, zoning ordinances, conditions of record, tenancies and such facts as an accurate survey may disclose.

This conveyance is intended to include all of Grantors right, title and interest, if any, in and to any appurtenant easements for the benefit of this property, and the conveyance is subject to any and all easements, rights of way, conditions of record, tenancies, zoning ordinances, restrictions and such facts as a survey may disclose.

In addition, this conveyance is to include all the Grantors right, title and interest, if any, in and to the lane mentioned in the description to Parcel II being more or less 300 feet in length and 10 feet wide and leading from Main Street.

The following is the vesting information supplied by Grantees title company:

Harold A. Gibbs and Alice C. Gibbs, his wife, by deed from Herman J. Marlatt and Ida G. Marlatt, his wife, dated December 28, 1949 and recorded December 29, 1949 in the Warren County Clerk's Office in Deed Book 344 page 247.

Harold A. Gibbs and Alice C. Gibbs, his wife, by deed from Leonard M. Fiedler and Helen I. Fiedler, his wife, dated October 31, 1956 and recorded October 31, 1956 in the Warren County Clerk's Office in Deed Book 398 page 183.

Harold A. Gibbs and Alice C. Gibbs, his wife, by deed from Cornelia T. Bieker, widow, dated January 21, 1957 and recorded January 22, 1957 in the Warren County Clerk's Office in Deed Book 400 page 1.

Harold A. Gibbs and Alice Gibbs, his wife, by deed from Frederick W. MacClellan and Laura P. MacClellan, his wife, dated August 23, 1957 and recorded August 29, 1957 in the Warren County Clerk's Office in Deed Book 406 page 100.

LB 927-337 REC'D 9-10-85

COUNTY OF WARREN
CONVEYANCE 37,500.00
REALTY TRANSFER FEE 11.25
DATE 9-10-85 BY [Signature]

Vesting
LOT
12

Accept
gfe

RECORD AND RETURN TO:

Mitchell E. Zipkin, Esquire
Parker Ibrahim & Berg LLP
270 Davidson Avenue
Somerset, New Jersey 08873

VOL. 927 PAGE 338

SCHEDULE A

First Tract

Beginning at an iron pipe found in the westerly sideline of Maple Avenue, said pipe is distant along said sideline 52.58 feet on a course of South 51°-05'-50" East from the intersection of said sideline with the southerly sideline of Moore Street, said pipe is further identified as the second corner of lands conveyed by Frederick W. McClellan and Laura P. McClellan, his wife, to Harold A. Gibbs and Alice Gibbs, his wife, as described in Deed Book 406 at page 100, and running thence

1. Along the westerly sideline of Maple Avenue South 39°-11'-30" East 61.66 feet, thence
2. Along lands of the Town Of Hackettstown South 25°-36'-50" West 199.00 feet, thence
3. Along lands to be acquired by the Trinity Methodist Church South 59°-29'-50" West 74.36 feet to a point North 7°-10' West 1.0 feet from an iron pipe found, thence
4. North 28°-15'-10" West 10.58 feet to a point North 16°-15' West 1.0 feet from an iron pipe found, thence
5. North 25°-36'-50" East 115.92 feet, thence
6. North 30°-30'-10" West 96.70 feet, thence
7. Along lands of Conklin & Strong, Inc. North 59°-29'-50" East 133.60 feet to the point and place of beginning.

Containing an area of 19,248 square feet, be the same, more or less.

Second Tract

Beginning at a point in the westerly sideline of Maple Avenue, said point is the first corner of lands conveyed by McClellan to Gibbs as described in Deed Book 406 at page 100, said point is distant along said sideline the following two courses from the intersection of said sideline with the southerly sideline of Moore Street:

- ① and lands of Anthony Trenchetti

VOL. 927 PAGE 339

A/ South 51°-05'-50" East 52.00 feet to an iron pipe found, thence

B/ South 39°-11'-30" East 173.89 feet to the point of beginning, and running thence

1. Along lands of the National Community Bank of New Jersey, and along a line which runs on the top of a concrete curb South 59°-29'-50" West 92.46 feet, thence

2. Along lands of the Town Of Hackettstown North 25°-36'-50" East 101.02 feet, thence

3. Along the westerly sideline of Maple Avenue South 39°-11'-30" East 56.97 feet to the point and place of beginning.

Containing an area of 2,604 square feet, be the same, more or less.

Third Tract

Beginning at a point in a line of lands of the Town Of Hackettstown, said point is distant the following three courses from the intersection of the westerly sideline of Maple Avenue with the southerly sideline of Moore Street:

A/ Along the westerly sideline of Maple Avenue South 51°-05'-50" East 52.00 feet to an iron pipe found, thence

B/ Along said sideline South 39°-11'-30" East 173.89 feet, thence

C/ Along lands of the National Community Bank of New Jersey, and along a line which runs at first on the top of a concrete curb and then crosses Bowers Brook South 59°-29'-50" West 171.57 feet to the point of beginning, and running thence

1. South 30°-00' East 174.49 feet to an iron pin set, thence

2. Along lands remaining to Gibbs South 60°-11'-05" West 253.00 feet to an iron pin set, thence

3. Along lands of the Trinity Methodist Church as described in Deed Book 459 at page 620 (First Tract) North 30°-00' West 171.45 feet, thence

4. Along lands of the Trinity Methodist Church as described in Deed Book 459 at page 620 (Second Tract) North 59°-29'-50" East 253.00 feet to the point and place of beginning.

Containing an area of 43,760 square feet, be the same, more or less.

The first and second tracts of this description are the remaining portions of lands conveyed by McClellan to Gibbs as described in Deed Book 406 at page 100, after excepting lands conveyed to the Town Of Hackettstown.

The third tract of this description is a portion of lands conveyed by Herman J. Mariatt and wife to Harold Gibbs and wife as described in Deed Book 344 at page 247.

The above description having been drawn in accordance with a survey conducted by Frank J. Kowalick, Land Surveyor, dated July 3, 1985.

© lands of Conklin & Strong, Inc., and lands of Gibbs

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Parcel 11

Beginning at a point in the easterly side line of Main Street also being U.S. Highway Route 46. Said point being the common corner of Tax Lot 13, Block 71 of the tax map of the Town of Hackensack now or formerly the property of the Trinity Methodist Church of Hackensack and the property herein described. Said point of beginning also being a point in the intended first course of the First Tract as recorded in Deed Book 344, page 247 & c from Herman J. Marlatt and Wife to Harold A. Gibbs and Wife. From said point of beginning running thence:

1. Along the dividing line between Lot 13, Block 71 and the property herein described, North 60 degrees 00 minutes 00 seconds East 234.29 feet to a point, thence:
2. By a new dividing line between the property to become part of Tax Lot 13, Block 71 in accordance with the approved subdivision of Tax Lot 12, Block 71 of the tax map of the Town of Hackensack dated May 6, 1985 prepared by Interstate Land Consultants, Hackensack, New Jersey and the property herein described North 60 degrees 11 minutes 05 seconds East crossing over the brook 253.00 feet to a point in the dividing line with Lot 3, Block 71 and the property herein described thence:
3. North 39 degrees 00 minutes 00 seconds East 46.96 feet to a point being a common corner with Lot 3, Block 71, thence:
4. Along the dividing line between Lot 3, Lot 3.01, Block 71 and the property herein described South 28 degrees 30 minutes 00 seconds East 120.00 feet to an angle point, thence:
5. Still along the dividing line with Lot 3.01, Block 71, South 10 degrees 00 minutes 00 seconds East 70.62 feet to a point in the dividing line with Lot 5, Block 71, thence:
6. Along the dividing line between Lot 5, Block 71, Lot 4, Block 71 and the property herein described South 60 degrees 00 minutes 00 seconds West crossing over the brook 306.40 feet to a common corner with Lot 11, Block 71 thence:
7. Along the dividing line of Lot 11, Block 71 and Lot 12.01, Block 71 and the property herein described, North 30 degrees 00 minutes 00 seconds West 120.62 feet to a common corner with Lot 12.01, Block 71, thence:
8. Along the dividing line between Lot 12.01, Block 71 and the property herein described, South 60 degrees 00 minutes 00 seconds West 224.60 feet to a point in the easterly side line of Main Street, thence:
9. Along the easterly side line of Main Street, North 30 degrees 00 minutes 00 seconds West 10.00 feet to a point in the Lane, described in the before mentioned Deed Book 344, page 247 & c, thence:

VOL 927 PAGE 341

10. Leaving Main Street and along the southerly side line of the Lane, North 60 degrees 00 minutes 00 seconds East 351.57 feet to a point, thence:

11. Still along the Lane, North 30 degrees 00 minutes 00 seconds West 10.00 feet to a point, thence:

12. Along the northerly side of the Lane, South 60 degrees 00 minutes 00 seconds West 351.57 feet to a point in the easterly side line of Main Street, thence:

13. Along the easterly side line of Main Street, North 30 degrees 00 minutes 00 seconds West 50.00 feet to the point and place of beginning.

Containing 1.62 acres.

The above described property also contains a perpetual right of access easement over the northerly 20 foot wide strip of Lot 12.01, Block 71 of the tax map of the Town of Hackensack running from Main Street North 60 degrees 00 minutes 00 seconds East 224.60 feet to the dividing line with the above described property. Said property also subject to any other recorded easements and documents of record.

It being intended to properly describe Lot 12, Block 71 of the tax map of the Town of Hackensack, Warren County, New Jersey in accordance with the before mentioned approved subdivision of Tax Lot 12, Block 71.



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Promise 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. 46:4-4). 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:


ALBERT B. THORP

 (Seal)
HAROLD GIBBS
 (Seal)
ALICE GIBBS


STATE OF NEW JERSEY, COUNTY OF Warren SS:

I CERTIFY that on September 10, 19 85.

HAROLD GIBBS and ALICE GIBBS, husband and wife

and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): personally came before me

- (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 \$ 337,500.00 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. 46:13-5.)


ALBERT B. THORP
An Attorney at Law of New Jersey

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285696

RECORDED
'85 SEP 10 PM 1 33

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

DEED

BAROLD CLEAS and
ALICE CLEAS, husband and wife

TO

Grantor,

KEITH A. DE TONDER and
KATHRYN CDE DE TONDER, husband
and wife

Grantor.

Dated: September 10, 1985

Record and return to:

WILLIAM B. BRIDEN, ESQ.
201 High Street
P.O. Box 463
Berkettstown, NJ 07840

18

VL1601-PG148

097918

Deed

This Deed is made on November 17, 1998

BETWEEN

Keith De Tombeur and Kathryn De Tombeur, husband and wife

whose post office address is 37 Johnson Road, Rd #2, Hackettstown, New Jersey 07840

referred to as the Grantor,
AND

Keith De Tombeur and Kathryn De Tombeur, husband and wife

whose post office address is 37 Johnson Road, RD #2, 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 less than One (\$1.00) Dollar

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.R.A. 46:15-1.1) Municipality of Hackettstown

Block No. 71 Lot No. 12 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 County of Warren 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.)

The above description is drawn in accordance with a Subdivision Plan made by Costic Engineering Associates, Inc. dated May 8, 1998, revised June 5, 1998.

Being part of the same premises conveyed to the Grantor herein by deed of Harold Gibbs and Alice Gibbs, husband and wife, dated September 10, 1985 and recorded in the Warren County Clerk's Office on September 10, 1985 in Deed Book 927 at page 337, et seq.

This Deed is given in accordance with a minor subdivision grant by the Planning Board of the Town of Hackettstown on the 23rd day of June, 1998, the same being one of two deeds, this deed pertaining to the parcel which was subdivided to remain as Lot 12, Block 71 and the other said deed pertaining to the subdivided new lot as Lot 12.02, Block 71, as shall be shown on the official tax map of the Town of Hackettstown.

Subject to easements and restrictions of record, if any.

Grantor hereby retains all Grantor's right, title and interest in, to and over all that portion of that certain access lane running through Lot 12, Block 71 which is situate to the southwest of the new dividing line between Lot 12, Block 71 remainder and that portion of the overall parcel to be annexed to Lot 13, Block 71 (annexation parcel), which lane is more particularly described in the within-referenced Legal Description.

Prepared by: (print, signor's name below signature)

(For Recorder's Use Only)

Mark L. Hopkins
Mark L. Hopkins, Esq.

Consideration : \$ L.00 Exempt Code: E

| County | State | L.P.R.T. | Total |
|------------------|-------|----------|-------|
| 0.00 | 0.00 | 0.00 | 0.00 |
| Date: 12/17/1998 | | | |

108 - Deed - Mortgage and Sale
Cov. to Grantor's Act - Ind. to Ind. or Corp.
Plain Language Rev. 2/97 Print date 10/97

OWNED BY ALL-STATE Legal
A Division of ALL-STATE International, Inc.
(800) 272-0800 Page 1

Access
g/c

LB 1601-148
REC'D 12-17-98

VL1601-PG149

DESCRIPTION OF PROPERTY

Tax Lot 12 in Block 71, Town of Hackettstown, County of Warren, NJ

Remaining Parcel

Description of a tract of land being created by the subdivision of a parcel heretofore identified as Tax Lot 12 in Block 71 on the Official Tax Map of the Town of Hackettstown, County of Warren in the State of New Jersey, being a portion of the same premises conveyed by Deed recorded in the Warren County Clerk's Office in Book 927, page 337 on the 10th of September, 1985 from Harold Gibbs and Alice Gibbs, husband and wife, into Keith A. De Tombeur and Kathryn De Tombeur, husband and wife, and being more particularly described as follows:

BEGINNING at a point in the easterly sideline of Main Street, also being U.S. Highway Route 46, said point being the common corner of Tax Lot 13, Block 71 of the Tax Map of the Town of Hackettstown, now or formerly the property of the Trinity United Methodist Church of Hackettstown, and Tax Lot 12 in Block 71, said Point of Beginning also being a point in the intended first course of the First Tract as recorded in Deed Book 344, page 247 &c. from Herman J. Marlatt and wife to Harold A. Gibbs and wife. From said Point of Beginning running thence:

1. Along the line currently dividing Tax Lot 13, Block 71 and Tax Lot 12, Block 71, North 60 degrees 00 minutes 00 seconds East, 234.19 feet to a point; thence
2. Still along said dividing line, North 60 degrees 11 minutes 05 seconds East, 19.57 feet to the end point of the new dividing line between Lot 12 in Block 71 remainder and that portion of the overall parcel to be annexed to Lot 13, Block 71; thence
3. Along said new dividing line, South 30 degrees 00 minutes 00 seconds East, 190.56 feet to a point in the dividing line between Lot 12, Block 71 and Lot 4, Block 71, said dividing line also being the 6th course of Parcel II of the herein-referenced Deed recorded in Book 927, Page 337 & c.; thence
4. Along said dividing line with Lot 4, Block 71, South 60 degrees 00 minutes 00 seconds West, 29.16 feet to a point being a common corner with Lot 13, Block 71; thence
5. Along the dividing line between Lots 11 and 12.01, Block 71 and Lot 12, Block 71, North 30 degrees 00 minutes 00 seconds West, 120.62 feet to a point being a corner of Lot 12.01, Block 71; thence

W1601-PS150

6. Along the dividing line between Lot 12.01, Block 71 and Lot 12, Block 71, South 60 degrees 00 minutes 00 seconds West, 224.60 feet to a point in the easterly sideline of Main Street; thence
7. Along the easterly sideline of Main Street, North 30 degrees 00 minutes 00 seconds West, 70.00 feet to the Point and Place of Beginning.

Containing 0.489 acres more or less.

The above-described property also being subject to a right of access over a 10 foot wide lane more fully described as follows:

BEGINNING at a point in the easterly sideline of Main Street, also being US Highway Route 46, said point being South 30 degrees 00 minutes 00 seconds East, 50.00 feet from the beginning of the entire remaining parcel hereinabove described, and running thence

1. Leaving Main Street and along the northerly sideline of said lane, North 60 degrees 00 minutes 00 seconds East, 253.76 feet to a point on the new dividing line between the property herein described and the overall parcel to be annexed to Lot 13, Block 71; thence
2. Along said new dividing line, South 30 degrees 00 minutes 00 seconds East, 10.00 feet to a point; thence
3. Leaving said new dividing line, South 60 degrees 00 minutes 00 seconds West, 253.76 to a point in the easterly sideline of Main Street; thence
4. Along the easterly sideline of Main Street, North 30 degrees 00 minutes 00 seconds West, 10.00 feet to the Point and Place of Beginning.

The above-described property also containing a perpetual right of access easement over the northerly 20 foot wide strip of Lot 12.01, Block 71 of the tax map of the Town of Hackettstown, running from Main Street North 60 degrees 00 minutes 00 seconds East, 224.60 feet to the dividing line with the above-described property.

1601-PG152

097918

RECORDED

98 DEC 17 A926

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

The street address of the Property is: 217 Main Street, Hackettstown, New Jersey

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:

[Signature]
[Signature]
Secretary, Hackettstown
Planning Board

Keith De Tombeur (Seal)
Keith De Tombeur
Kathryn De Tombeur (Seal)
Kathryn De Tombeur
Gerald De Maio (Seal)
Chairperson, Hackettstown
Planning Board

STATE OF NEW JERSEY, COUNTY OF WARREN
I CERTIFY that on November 17, 1998

SS.

Keith De Tombeur and Kathryn De Tombeur

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 \$ 1.00

transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.1 as the full and actual consideration paid or to be paid for the

RECORD AND RETURN TO:

Michael Lavery, Esq.
Sirkis & Lavery, Esqs.
202 Church Street
P.O. Box 510
Hackettstown, NJ 07840

[Signature]
(Print name and title below signature)
Michael B. Lavery
Atty-at-Law State of New Jersey

fyi

097919

Deed

VL1601-PG153

This Deed is made on November 17, 1998

BETWEEN

Keith De Tombeur and Kathryn De Tombeur, husband and wife

whose post office address is 37 Johnson Road, RD #2, Hackettstown, New Jersey 07840

referred to as the Grantor,
AND

Trinity United Methodist Church

whose post office address is 213 Main Street, Hackettstown, NJ 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 **Seventy-Five Thousand (\$75,000.00) Dollars**.
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Hackettstown

Block No. 71 Lot No. 12.02 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.)

The above description is drawn in accordance with a Subdivision Plan made by Costic Engineering Associates, Inc. dated May 8, 1998, revised June 5, 1998.

Being part of the same premises conveyed to the Grantor herein by deed of Harold Gibbs and Alice Gibbs, husband and wife, dated September 10, 1985 and recorded in the Warren County Clerk's Office on September 10, 1985 in Deed Book 927 at page 337, et seq.

This deed is given in accordance with a minor subdivision grant by the Planning Board of the Town of Hackettstown on the 23rd day of June, 1998, the same being one of two deeds, the first said deed pertaining to the parcel which was subdivided to remain as Lot 12, Block 71 and this said deed pertaining to the subdivided new lot as Lot 12.02, Block 71, as shall be shown on the official tax map of the Town of Hackettstown, said Lot 12.02 to merge with Grantee's contiguous holding of Lot 13, Block 71.

Subject to easements and restrictions of record, if any.

access file
FYI
12.02

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

Mark L. Hopkins
Mark L. Hopkins, Esq.

(For Recorder's Use Only)

Consideration : \$ 75000.00 Exempt Code: 5

| County | State | S.P.E.R.F. | Total |
|--------|------------------|------------|--------|
| 71.00 | 167.42 | 0.00 | 262.50 |
| 70010 | Date: 12/17/1998 | | |

100 - Deed - Borough and Sale
Gov. to Grantee's Att. - Ind. to Ind. or Corp.
Plain Language Rev. 8/97 Print Date 10/97

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Page 1

LB 1601-153 REC'd 12/17/98

VL1601-PG154

DESCRIPTION OF PROPERTY
Tax Lot 12 in Block 71, Town of Hackettstown, County of Warren, NJ

Annexation Parcel

Description of a tract of land being created by the subdivision of a parcel heretofore identified as Tax Lot 12 in Block 71 on the Official Tax Map of the Town of Hackettstown, County of Warren in the State of New Jersey, being a portion of the same premises conveyed by Deed recorded in the Warren County Clerk's Office in Book 927, page 337 on the 10th of September, 1985 from Harold Gibbs and Alice Gibbs, husband and wife, into Keith A. De Tombeur and Kathryn De Tombeur, husband and wife, and being more particularly described as follows:

BEGINNING at a point found at the end of the following two courses from a point in the easterly sideline of Main Street, also being US Highway Route 46, said point being the common corner of Tax Lot 13, Block 71 of the Tax Map of the Town of Hackettstown, now or formerly the property of the Trinity United Methodist Church of Hackettstown, and Tax Lot 12 in Block 71, said Point of Beginning also being a point in the intended first course of the First Tract as recorded in Deed Book 344, page 247 &c. from Herman J. Mariatt and wife to Harold A. Gibbs and wife:

- A. Along the dividing line between Lot 13, Block 71 and Lot 12 in Block 71, North 60 degrees 00 minutes 00 seconds East, 234.19 feet to a point; thence
- B. Still along said dividing line, North 60 degrees 11 minutes 05 seconds East, 19.57 feet to the end point of the new dividing line between Lot 12 in Block 71 remainder and that portion of the overall parcel to be annexed to Lot 13, Block 71. From said Point of Beginning running thence:
 1. Along the line currently dividing Tax Lot 13, Block 71 and Tax Lot 12, Block 71, North 60 degrees 11 minutes 05 seconds East, 233.42 feet, said line crossing over Hackettstown Brook (a/k/a Bower's Brook) to a common corner of Lots 12 and 13; thence
 2. North 30 degrees 00 minutes 00 seconds West, 7.44 feet to a point being a common corner with Lot 3, Block 71; thence
 3. Along the dividing line between Lot 3, Block 71 and the property herein described, North 59 degrees 09 minutes 00 seconds East 47.00, feet to a point; thence

VL1601-PG155

4. Along the dividing line between Lots 3 and 3.01, Block 71 and the property herein described, South 29 degrees 24 minutes 00 seconds East, 127.10 feet to a point; thence
5. Still along the dividing line with Lot 3.01, Block 71, South 60 degrees, 03 minutes 00 seconds West, 30 feet to a point; thence
6. Still along the dividing line with Lot 3.01, Block 71, South 29 degrees 24 minutes 00 seconds East, 30.00 feet to a point; thence
7. Still along the dividing line with Lot 3.01, Block 71, North 60 degrees 03 minutes 00 seconds East, 30.00 feet to a point; thence
8. Along the dividing line with Lots 3.01 and 5, Block 71, South 29 degrees, 24 minutes 00 seconds East, 24.00 feet to a point; thence
9. North 57 degrees 06 minutes 00 seconds East, 17.80 feet to a point; thence
10. South 30 degrees 24 minutes 00 seconds East, 17.75 feet to a point in common with Lot 5, Block 71; thence
11. Along the dividing line with Lot 4, Block 71, South 60 degrees 00 minutes 00 seconds West 298.44 feet, said line crossing over Hackettstown Brook (a/k/a Bower's Brook) to the end point of the new dividing line between the property herein described and that portion of the overall parcel to remain as Lot 12, Block 71; thence
12. Along said new dividing line, North 30 degrees 00 minutes 00 seconds West, 190.56 feet to the point and place of Beginning.

Containing 1.214 acres more or less.

The above-described property also being subject to a right of access over a 10 foot wide lane more fully described as follows:

BEGINNING at a point in the new dividing line between the property herein described and that portion of the overall parcel to remain as Lot 12, Block 71, said point being South 30 degrees 00 minutes 00 seconds East 49.94 feet from the beginning point of the Annexation Parcel herein described, and running thence:

1. Leaving the new dividing line between the property herein described and that portion of the overall parcel to remain as Lot 12, Block 71, North 60 degrees 00 minutes 00 seconds East 88.43 feet to a point at the end of said lane; thence

- PL 1601-PG 156**
2. Along the end of said lane, South 30 degrees 00 minutes 00 seconds East, 10.00 feet to a point; thence
 3. South 60 degrees 00 minutes 00 seconds West 98.45 feet to a point in the aforementioned new dividing line; thence
 4. Along said dividing line, North 30 degrees 00 minutes 00 seconds West, 10.00 feet to the point and place of Beginning.

WL1601-PC157

097919

Grantor, for and on behalf of itself and Grantor's agents, representatives, heirs, successors and assigns, does hereby further convey all Grantor's:

(1) right, title and interest, including any and all claims, possession and control, in, to, over and/or involving all that portion of that certain access lane running through Lot 12, Block 71 of the tax map of the Town of Rackettstown which is situate to the northeast of the new dividing line between Lot 12 in Block 71 remainder and that portion of the overall parcel to be annexed to Lot 13, Block 71 (annexation parcel), which lands more particularly described in the within-referenced Legal Description; together with

(2) right, title, interest, claims, possession and/or control in, to, over and/or involving the aforesaid portion of said lane which may be hereafter acquired by or through Grantor or Grantor's agents, representatives, heirs, successors and/or assigns, said covenant expiring at the conclusion of a ten-year period which commences with the date of this Instrument first written hereinabove.

The street address of the Property is:

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. 46:4-4). 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:

[Signature]
Secretary, Rackettstown
Planning Board

[Signature] (Seal)
Keith De Tombeur
[Signature] (Seal)
Kathryn De Tombeur
[Signature] (Seal)
Chairperson, Rackettstown
Planning Board

STATE OF NEW JERSEY, COUNTY OF WARREN
I CERTIFY that on November 17, 1998
Keith De Tombeur and Kathryn De Tombeur

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 \$ 75,000.00 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. 46:15-4)

RECORD AND RETURN TO:
MARK L. HOPKINS, ESQ.
30 Schooley's Mtn. Road
Long Valley, NJ 07853

[Signature]
(Print name and title below signature)
Att. - et - Law State of New Jersey

RECORDED
98 DEC 17 10 25
WARREN COUNTY CLERK
BETHLEHEM, N.J.

100 - Deed - Mortgage and Sale
Cov. to Grantor's Act - Ind. to Ind. or Corp.
Plain Language Rev. 6/91 Print Date 10/97

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