

LOT 101

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
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LOT 102

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
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LOT 100

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LOT 103

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
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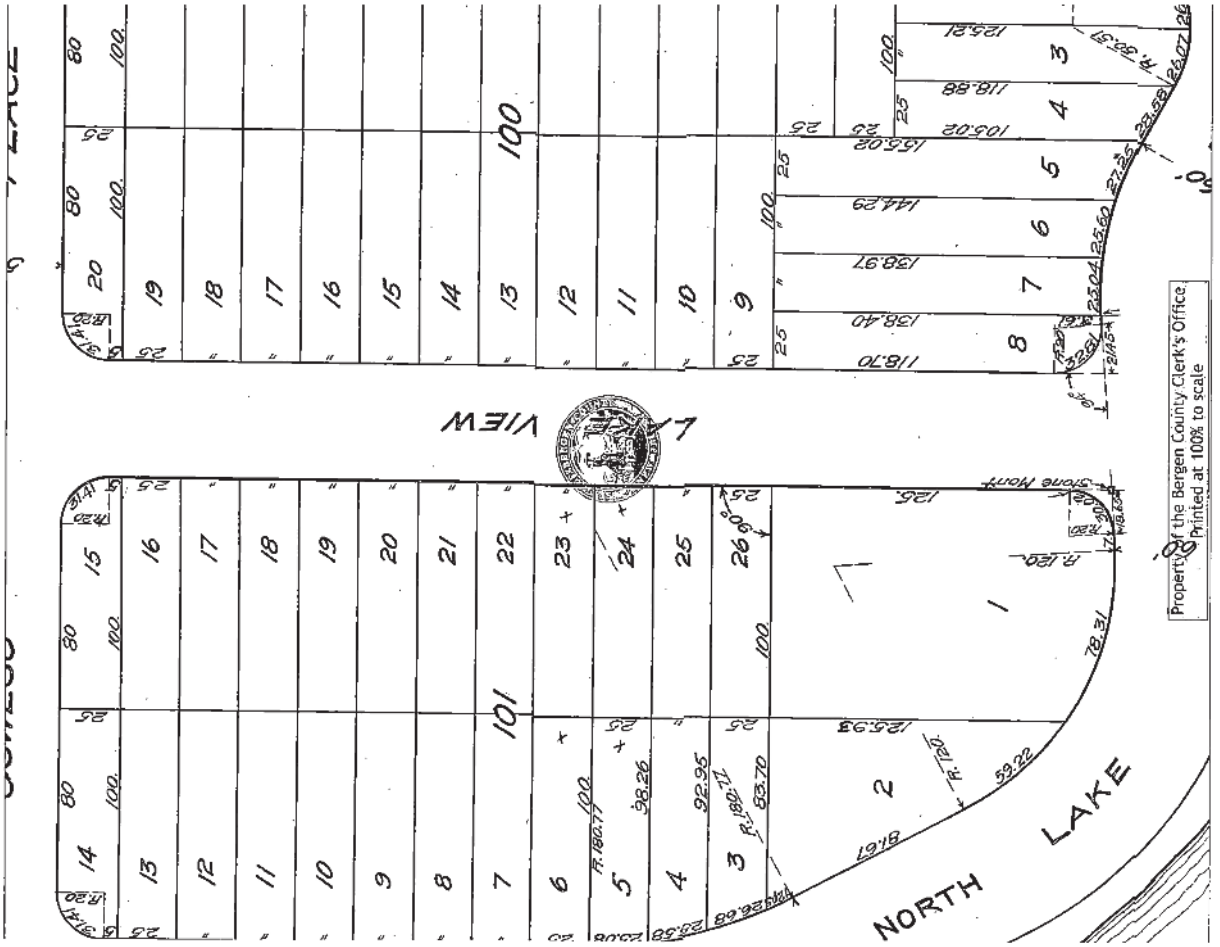
LOT 104

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
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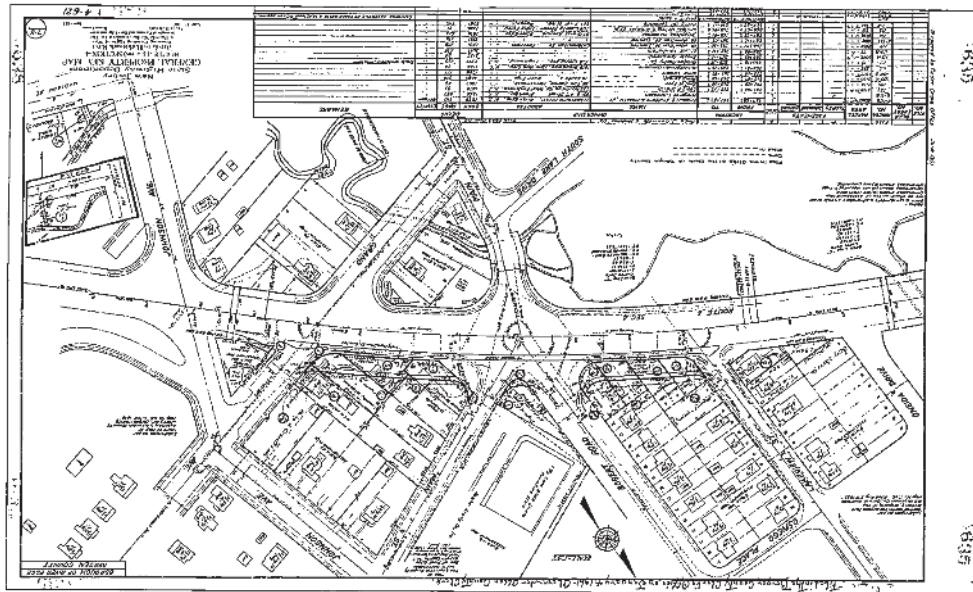
LOT 107

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YR 1945

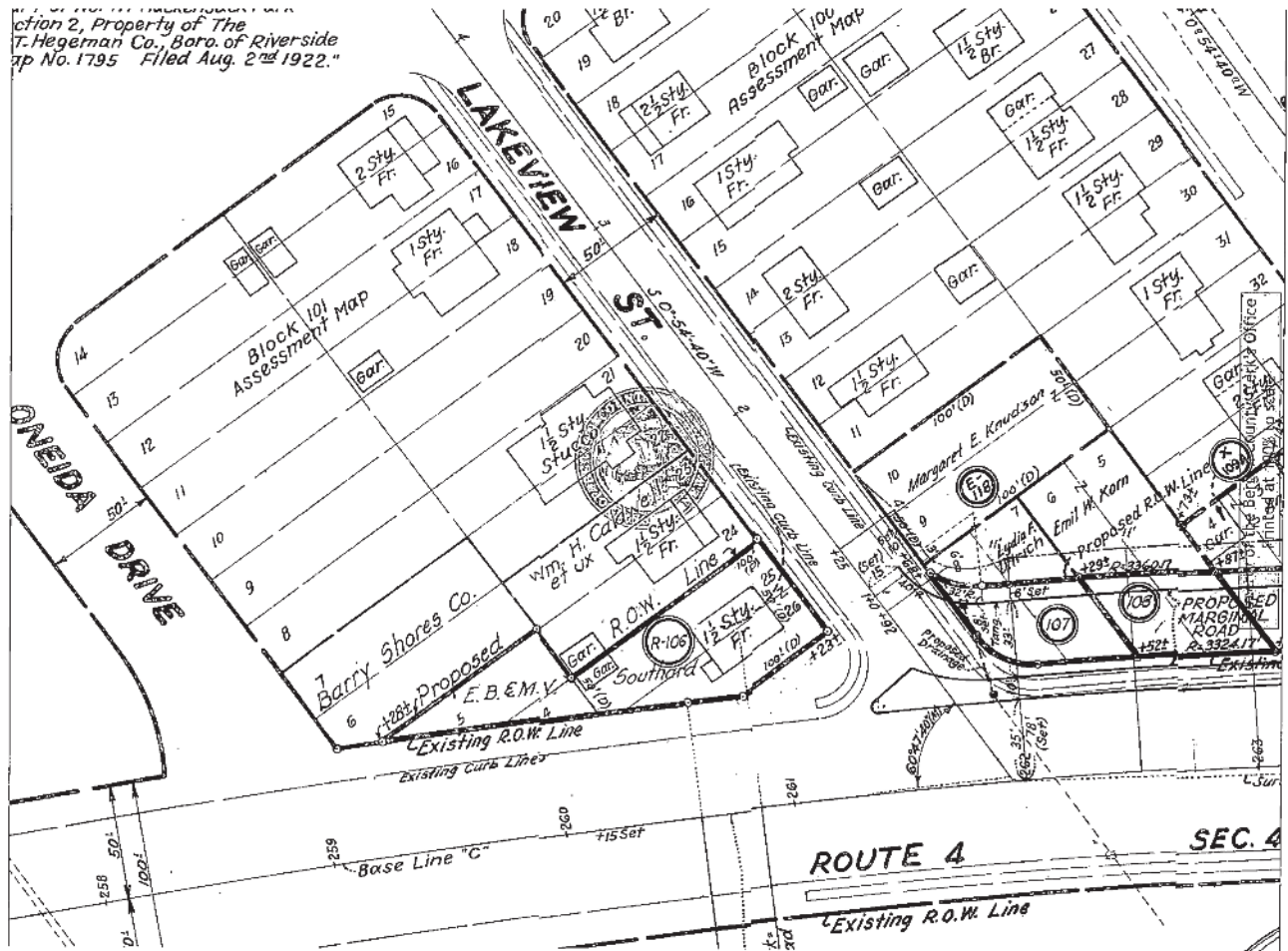


Property of the Bergen County Clerk's Office.
 Printed at 100% to scale.



#5685

Section 2, Property of The
T. Hegeman Co., Boro. of Riverside
Map No. 1795 Filed Aug. 2nd 1922.



1810

Signed sealed and delivered Hubert M Scott (...)
in the presence of
Robert Carney

State of New Jersey
County of Bergen as Be it remembered that on this twenty-second day of
December in the year of our Lord one thousand nine hundred and thirty-one before me
the subscriber personally appeared Hubert M Scott who I am satisfied is the grantor
mentioned in the within instrument to whom I first made known the contents thereof
and thereupon he acknowledged that he signed sealed and delivered the same as his
voluntary act and deed for the uses and purposes therein expressed

William J Dileo (Seal)
Com Expires May 28th 1935.

Received in the office and recorded January 2 1932 at 10.11 A M
James W Mercer Clerk

342292

Emanuel S Southard et ux
to Deed dated November 27 1931
State of New Jersey

This indenture made the twenty-seventh day of November in the year of
our Lord one thousand nine hundred and thirty-one Between Emanuel S Southard and
Gertrude A Southard his wife of the Borough of Riverside in the County of Bergen and
State of New Jersey of the first part And the State of New Jersey of the second
part Witnesseth that the said party of the first part in consideration of the sum
of one dollar lawful money of the United States of America to them in hand paid at or
before the ensealing and delivery of these presents by the said party of the second
part the receipt whereof is hereby acknowledged and other valuable consideration have
granted bargained sold aliened remised released conveyed and confirmed and by these
presents do grant bargain sell alien remise release convey and confirm unto the said
party of the second part and unto its successors and assigns forever

All that certain lot, tract or parcel of land and premises, situate,
lying and being in the Borough of Riverside in the County of Bergen and State of New
Jersey, and more particularly described as follows:

Parcel #61 - as indicated on a certain plan filed or about to be filed,
showing particularly the location of the center line and right of way lines of the
State Highway leading from Arcola to Hackensack River, as adopted by the State Highway

Commission, which plan is entitled, "New Jersey State Highway Department, General Property Key Map, Route-4 (New, 1927) Section-4, Arcola to Hackensack River, showing existing right of way and parcels to be acquired in the Boroughs of Fairman and Riverside and in the City of Hackensack, Bergen County, April 1930". Parcel #61 including specifically all that land of the grantors herein lying between the new right of way lines of State Highway Route-4 (Revision of 1927) Section-4 from Arcola to Hackensack River, distant fifty feet (50') of each side of the new center line of said State Highway as laid down on said plan and being more particularly described as follows: Beginning at a point formed by the intersection of the dividing line between lands of the grantors herein on the north and lands now or formerly of Ernest P. Schuller on the south, (said dividing line being the dividing line between lots #1 and #26 in Block 101 as said lots and block are shown on a certain map filed in the office of the Clerk of Bergen County on August 2, 1922, as Map #1798 entitled "North Hackensack Park Section 2, Property of The N. T. Rogeman Co.") with the new northeasterly right of way line of the aforesaid State Highway, distant fifty feet (50') northerly from the aforesaid center line at about Station 804+82.84 and running: Thence (1) along said dividing line, north eighty-nine degrees, six minutes west, fifty-five feet and fourteen one-hundredths of a foot (55.14), more or less, to a corner; Thence (2) along the rear line of lands of the grantors herein, north no degrees, fifty-four minutes east, thirty feet and seventy one-hundredths of a foot (30.70), more or less to the intersection with the aforesaid new northeasterly right of way line of said State Highway, distant fifty feet (50') radially from the aforesaid center line at about Station 804+80.07; Thence (3) along said new northeasterly right of way line in a southeasterly direction, concentric with and distant fifty feet (50') radially from the aforesaid center line along an arc of a curve to the right with a radius of fifty-seven hundred and seventy-nine feet and sixty-five one-hundredths of a foot (579.65), a distance of thirty-seven feet and ninety-eight one-hundredths of a foot (37.98), chord bearing south sixty degrees, four minutes, eighteen seconds east, and a length of thirty-seven feet and ninety-eight one-hundredths of a foot (37.98), more or less; Thence (4) still along said new northeasterly right of way line parallel to and distant fifty feet (50') from the aforesaid center line, south fifty-nine degrees, fifty-three minutes east, twenty-five feet and thirteen one-hundredths of a foot (25.13), more or less to the point and place of beginning containing nineteen one-thousandths of an acre (0.0194), be the same more or less; Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining and the reversion and reversioners remainder and remainders rents issues and profits thereof and every

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

To have and to hold all and singular the above mentioned and described premises together with the appurtenances unto the said party of the second part its successors and assigns forever to the only proper use benefit and behoof of the said party of the second part its successors and assigns forever And the said party of the first part for himself and his heirs executors and administrators does hereby covenant promise and grant to and with the said party of the second part and its successors and assigns that at the time of the sealing and delivery hereof the said party of the first part is seized in his own right of an absolute and indefeasible estate of inheritance in fee simple of in and to all and singular the premises hereby granted with the appurtenances and has good right full power and sufficient authority in the law to grant bargain sell and convey the same unto the said party of the second part its successors and assigns forever according to the true intent and meaning of these presents and also that it shall and may be lawful for the said party of the second part its successors and assigns at all times forever hereafter peaceably and quietly to have hold use occupy possess and enjoy the said premises with the appurtenances and every part and parcel thereof without the lawful let suit eviction interruption or disturbance of the said party of the first part or of any other person or persons party or parties whomsoever lawfully claiming or to claim the same and that the said premises are now free and clear and freely and clearly acquitted and discharged of and from all former grants mortgages judgments and executions and of and from all encumbrances whatsoever and that the said party of the first part the premises hereby granted with the appurtenances unto it the said party of the second part its successors and assigns against all persons lawfully claiming or to claim the same shall and will warrant and forever defend

In witness whereof the party of the first part have hereunto set their hands and seals the day and year first above written

Signed sealed and delivered
in the presence of
Herman G Vamburger

Emanuel B Southard (LS)
Gertrude A Southard (LS)

State of New Jersey

County of Hudson ss Be it remembered that on this twenty-seventh day of November A D nineteen hundred and thirty-one before me the subscriber a Master in Chancery of New Jersey personally appeared Emanuel B Southard and Gertrude A Southard his wife who I am satisfied are the grantors mentioned in and who executed the within indenture 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

Herman G Vorburger

A Master in Chancery of New Jersey

Received in the office and recorded January 2 1932 at 10.12 A M

James W Mercer Clerk

342295

Borough of East Rutherford

to

Deed dated December 21 1931

State of New Jersey et al

This indenture made the 21st day of December in the year of our Lord one thousand nine hundred and thirty-one Between Borough of East Rutherford a Municipal corporation of the State of New Jersey party of the first part And State of New Jersey and the International Finance & Discount Corporation parties of the second part Witnesseth that the said party of the first part for and in consideration of the sum of one (\$1.00) dollar and other good and valuable considerations lawful money of the United States of America to it in hand well and truly paid by the said parties of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the first part being therewith fully satisfied contented and paid has given granted bargained sold aliened released enfeoffed conveyed and confirmed and by these presents does give grant bargain sell alien release enfeoff convey and confirm unto the said parties of the second part and to its successors and assigns forever

All that certain lot, tract or parcel of land and premises; hereinafter particularly described, situate, lying and being in the Borough of East Rutherford in the County of Bergen and State of New Jersey. The purpose of this deed is to convey to the parties of the second part all right, title and interest that the party of the first part has for taxes due to date on meadowland located in the Borough of East Rutherford and more particularly known as the property assessed to Jasper P. Westervelt as mentioned in the Tax Certificate of Edward A. Jenneret, Collector of Taxes of the Borough of East Rutherford. Tax Sale Certificate dated December 1st, 1905 and recorded December 14th, 1905 in book 177, page 1 and known as the thirteenth (13th) Tract, Cedar Swamp South of Paterson Avenue, two and one-half (2 1/2) acres assessed to Jasper P. Westervelt, 1904 taxes. It is the intention of the party of the first part to quit claim

State of New Jersey

County of Passaic SS Be it remembered that on this tenth day of February in the year of Our Lord One Thousand Nine Hundred and twenty three before me the subscriber personally appeared William Everett Jr who I am satisfied is the grantor mentioned in the within Indenture and to whom I first made known the contents thereof and thereupon he acknowledged that he signed sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed

Worah O'Rourke
Notary Public
Passaic County
New Jersey

"v" Interlined

Received in the office and recorded Feb 15 1923 at 1:14 PM

William P Eager Clerk

86315

The N T Hegeman Company

to

Deed dated April 4 1922

Robert M Hayward

This Deed made the 4th day of April in the year of Our Lord One Thousand Nine Hundred Twenty-two Between The N T Hegeman Company a Corporation duly organized under the laws of the State of New York party of the first part And Robert M Hayward of the Town of Hoboken in the County of Hudson and State of New Jersey party of the second part Witnesseth that the said party of the first part for and in consideration of One Dollar and other good and valuable consideration lawful money of the United States of America to it in hand paid by the said party of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the first part therewith fully satisfied contented and paid has granted bargained and sold and by these presents does grant bargain sell and convey to the said party of the second part and to his heirs and assigns forever

All that certain tract or parcel of land and premises hereinafter particularly described situate lying and being in the Borough of Riverside in the County of Bergen and State of New Jersey at the "North Hackensack Park" property of The N T Hegeman Company and particularly bounded and described as follows Beginning at the southeasterly corner of said tract and being in the westerly line of Lake View Street at a point distant one hundred ninety-three and sixty-five hundredths (193-65/100) feet northerly from the point where the westerly line of Lake View Street continued southerly in a straight line intersects the northerly line of North Lake Drive continued easterly in a straight

line said point of beginning being distant along the said westerly line of Lake View Street fifty (50) feet northerly from the northeasterly corner of the tract of land conveyed by the party of the first part to Ernest Schultz running thence (1) westerly and at right angles from Lake View Street one hundred (100) feet thence (2) northerly and parallel with Lake View Street fifty (50) feet thence (3) easterly and parallel with the first course one hundred (100) feet to the westerly line of Lake View Street thence (4) southerly along the westerly line of Lake View Street (50) feet to the point of Beginning Being a portion of premises heretofore conveyed to the party of the first part by Frances H Zabriskie by deed bearing date the 16th day of May 1921 and duly recorded in the office of the Clerk of Bergen, or the 8th day of July 1921 It is hereby covenanted and agreed by and between the parties hereto their heirs executors administrators successors and assigns that no building shall be erected on the premises hereby conveyed unless the same be constructed on a plot of not less than 5000 square feet that the frontwall of each building shall not be less than 20 feet from the front building line of said premises and shall not be constructed with a flat roof and shall cost not less than \$3500 That no garage or outbuilding shall be constructed upon the premises hereby conveyed unless same be set back at least 75 feet from front line of said premises That any building so constructed upon said premises shall be used solely for dwelling purposes The foregoing covenants shall run with the land and shall not be binding upon the heirs executors administrators and assigns of the respective parties hereto

Together with all and singular the tenements hereditaments and 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 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 his heirs and assigns to the only proper use benefit and behoof of the said party of the second part his heirs and assigns forever And the said party of the first part does for itself and its successors covenant to and with the said party of the second part his heirs and assigns that the said party of the first part is the true lawful and right owner 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 is not encumbered 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 altered or defeated in any manner or to any extent whatsoever And also that the said party of the first part now has a 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 said party of the first part will Warrant and forever defend the said land and premises unto the said party of the second part his heirs and assigns forever against the lawful claims and demands of all and every person or persons free clear and discharged of and from all manner of encumbrances whatsoever

In Witness Whereof the said party of the first part has caused these presents to be signed by its President and its common seal to be hereto affixed the day and year first above written

Signed Sealed and delivered

in the presence of

Helen Neudorf

The N T Hegeman Co (SEAL)

By Max Germain

President

attest Irving Germain

Secretary

State of New York

County of New York SS Be it remembered that on this 4th day of April in the year of our Lord One Thousand Nine Hundred and Twenty-two before me the subscriber Foreign Commissioner of Deeds for New Jersey in New York personally appeared Irving Germain Secretary of The N T Hegeman Co who being by me duly sworn doth depose and make proof to my satisfaction that he well knows the corporate seal of the N T Hegeman Co the grantor named in the foregoing deed that the seal thereto affixed is the proper corporate seal of said corporation that the same was so affixed thereto and the said deed signed and delivered by Max Germain who was at the date and execution thereof the President of said corporation in the presence of the said deponent as the voluntary act and deed of the said corporation and that the said deponent thereupon signed the same as subscribing witness

Sworn and subscribed before me

on the date aforesaid

Irving Germain

Helen Neudorf (SEAL)

Foreign Commissioner of Deeds

For New Jersey in New York

(\$5.00 Revenue Stamps Cancelled)

Received in the office and recorded Feb 15th 1923 at 1.59 PM

William P. Bager Clerk

This Indenture, Made the 14th day of May,
in the Year of Our Lord One Thousand Nine Hundred and Sixty-five,

Between - LAURENCE INVESTMENT CO., INC., a corporation of the
State of New Jersey, Principal Office at 15 Main Street, Hackensack,
New Jersey,

of the first part,
And the State of New Jersey of the second part,
New Jersey State Highway Department, 1035 Parkway Ave., Trenton, N.J.
Witnesseth that the said party of the first part, in consideration of the sum of one
dollar, lawful money of the United States of America, to it in hand paid at or before the
executing and delivery of these presents by the said party of the second part, the receipt
whereof is hereby acknowledged, and other valuable consideration, has granted, bargained,
sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant,
bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part
and unto its successors and assigns forever,

All that certain lot, tract or parcel of land and premises, situate, lying and being in the
Borough of River Edge
in the County of Bergen, and State of New Jersey, and more particu-
larly described as follows:

PARCEL #8, as indicated on a map entitled: "New Jersey State
Highway Department, GENERAL PROPERTY PARCEL MAP, ROUTE 4 (1953) SEC-
TION 2, Franklin Turnpike To Hackensack River, Showing Existing
Right Of Way And Parcels To Be Acquired In The Boroughs Of Paramus
And River Edge And The City Of Hackensack, County Of Bergen, Scale:
As Indicated, August 1960";

PARCEL #8, including specifically all the land and premises
located at about Station 259+25 (Base Line Station), bounded on
the northeast by the proposed right of way line of State Highway
Route 4 (1953) Section 2, as laid down on the aforesaid map; on the
south and southwest by the existing right of way line of State High-
way Route 4 (1953); and on the west by the easterly line of Oneida
Drive, all as shown on the aforesaid map;

CONTAINING about 305 square feet.

RECEIVED

1965 MAY 27 AM 10:06

Alexander Cleary
BERGEN COUNTY CLERK

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

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

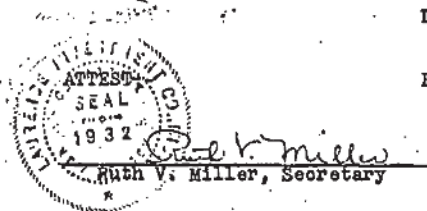
To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns forever, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

And the said party of the first part, for itself and its ~~heir assigns and successors~~ successors and assigns does hereby covenant, promise and grant to and with the said party of the second part and its successors and assigns, that at the time of the sealing and delivery hereof, the said party of the first part is seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of, in and to all and singular the premises hereby granted, with the appurtenances, and has good right, full power and sufficient authority in the law to grant, bargain, sell and convey the same unto the said party of the second part, its successors and assigns forever, according to the true intent and meaning of these presents; and also that it shall and may be lawful for the said party of the second part, its successors and assigns, at all times forever hereafter peaceably and quietly to have, hold, use, occupy, possess and enjoy the said premises, with the appurtenances, and every part and parcel thereof, without the lawful let, suit, eviction, interruption or disturbance of the said party of the first part, or of any other person or persons, party or parties whomsoever, lawfully claiming or to claim the same; and that the said premises are now free and clear and freely and clearly acquitted and discharged of and from all former grants, mortgages, judgments and executions and of and from all encumbrances whatsoever; and that the said party of the first part, the premises hereby granted, with the appurtenances, unto it, the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the same shall and will warrant and forever defend.

In witness whereof the party of the first part has caused these presents to be signed by its President, attested by its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

LAURENCE INVESTMENT CO., INC.,

By Lawrence Garofalo
Lawrence Garofalo, President



STATE OF NEW JERSEY

County of BERGEN

ss.

The It Remembered that on this 14th

day of May, A. D. Nineteen Hundred and Sixty-five,

before me, the subscriber, an Attorney at Law of New Jersey,

personally appeared, RUTH V. MILLER,

who being by me duly sworn, does depose and make proof to my satisfaction that she is the

Secretary of the LAURENCE INVESTMENT CO., INC.,

a corporation of the State of New Jersey, the grantor in the within

indenture named; that she well knows the corporate seal of the said corporation and that the

seal affixed to the within indenture is the proper corporate seal of such corporation, and that the

same was so affixed and the said indenture signed and delivered by LAWRENCE GARO- who

was at the date and execution thereof the President of the said corporation, as the

voluntary act and deed of the said corporation, in the presence of deponent, whereupon deponent

subscribed the same as witness to the execution thereof.

Subscribed and sworn before me

the day and year above written.

Ruth V. Miller

Ruth V. Miller, Secretary

Milton Najarian

Milton Najarian
An Attorney at Law of New Jersey.

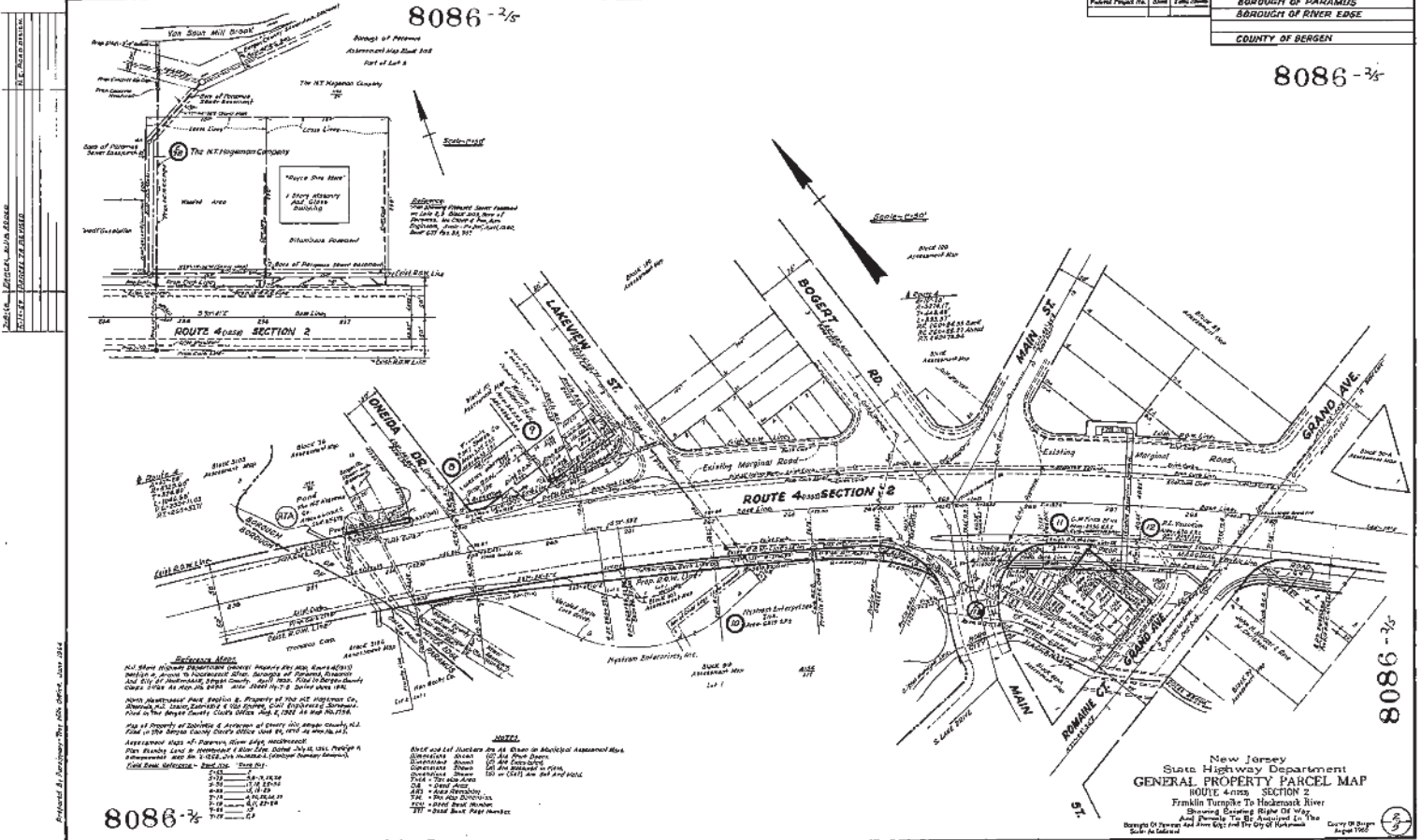
MAP # 8086-2/5 FILED IN THE BERGEN COUNTY CLERK'S OFFICE ON DECEMBER 14, 1962, CARL R. HARTMANN, COUNTY CLERK

Parcel	Project No.	Sheet	Total Sheets

BOROUGH OF PARAMUS
BOROUGH OF RIVER EDGE
COUNTY OF BERGEN

8086-2/5

8086-2/5



8086-2/5

8086-2/5

New Jersey
State Highway Department
GENERAL PROPERTY PARCEL MAP
ROUTE 4-1985 SECTION 2
Franklin Turnpike To Hackensack River
Shoreline, Section 19-19
Map No. 8086-2/5
Scale: As Shown

A-1199

DATE: 12/14/62
 BY: C. R. HARTMANN
 TITLE: COUNTY CLERK

Prepared by: H. H. Hageman, Inc., 1000 Main St., Paramus, N.J. 07652

Reference Maps:
 All State (General) Maps (except those for the State of New Jersey) are shown in black ink. All other maps are shown in blue ink. All maps are shown in their original scale. All maps are shown in their original orientation. All maps are shown in their original projection. All maps are shown in their original datum. All maps are shown in their original units. All maps are shown in their original language. All maps are shown in their original script. All maps are shown in their original font. All maps are shown in their original size. All maps are shown in their original weight. All maps are shown in their original color. All maps are shown in their original texture. All maps are shown in their original smell. All maps are shown in their original taste. All maps are shown in their original touch. All maps are shown in their original sound. All maps are shown in their original sight. All maps are shown in their original smell. All maps are shown in their original taste. All maps are shown in their original touch. All maps are shown in their original sound. All maps are shown in their original sight.

NOTES:
 1. All lots are shown in their original size and shape. All lots are shown in their original location. All lots are shown in their original orientation. All lots are shown in their original projection. All lots are shown in their original datum. All lots are shown in their original units. All lots are shown in their original language. All lots are shown in their original script. All lots are shown in their original font. All lots are shown in their original size. All lots are shown in their original weight. All lots are shown in their original color. All lots are shown in their original texture. All lots are shown in their original smell. All lots are shown in their original taste. All lots are shown in their original touch. All lots are shown in their original sound. All lots are shown in their original sight.

RECEIVED
1955 JUL 23 AM 11:13

Alexander Clean
BERGEN COUNTY CLERK

This Indenture, Made the 13th day of July
in the Year of Our Lord One Thousand Nine Hundred and Sixty-five.

Between RAYMOND C. MAYER and EDITH VIOLET MAYER, his wife,
of the Borough of River Edge, in the County of Bergen, and State
of New Jersey.

And *of the first part,*
the State of New Jersey *of the second part,*
New Jersey State Highway Department, 1035 Parkway Avenue, Trenton, N. J.
Witnesseth that the said party of the first part, in consideration of the sum of one
dollar, lawful money of the United States of America, to them in hand paid at or before the
enscaling and delivery of these presents by the said party of the second part, the receipt
whereof is hereby acknowledged, and other valuable consideration, have granted, bargained,
sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant,
bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part
and unto its successors and assigns forever,

All that certain lot, tract or parcel of land and premises, situate, lying and being in the
Borough of River Edge
in the County of Bergen, and State of New Jersey, and more particu-
larly described as follows:

PARCEL 9, as indicated on a map entitled: "New Jersey State
Highway Department, GENERAL PROPERTY PARCEL MAP, ROUTE 4 (1953)
SECTION 2, Franklin Turnpike To Hackensack River, Showing Existing
Right Of Way And Parcels To Be Acquired In The Boroughs of Paramus
And River Edge And The City of Hackensack, County of Bergen, Scale:
As Indicated, August 1960";

PARCEL 9, including specifically all the land and premises
located at about Station 260+15 (Base Line Stationing), bounded on
the northeast by the proposed right of way line of State Highway Route
4 (1953) Section 2, as laid down on the aforesaid map; and on the south
and west by the existing right of way line of State Highway Route 4
(1953); all as shown on the aforesaid map;

CONTAINING about 34 square feet;

TOGETHER WITH the right to form and maintain slopes for grading
the said State Highway as far as the line marked "Slope E.W." on the
aforesaid map; PROVIDED, HOWEVER, that the slope easement may be
annulled by furnishing and maintaining adequate support or protection
for the highway so as to make the continuance of the slope right
unnecessary.

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

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

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

And the said party of the first part, for themselves and their heirs, executors ~~and~~ administrators ~~and assigns~~ and assigns do hereby covenant, promise and grant to and with the said party of the second part and its successors and assigns, that at the time of the sealing and delivery hereof, the said party of the first part are seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of, in and to all and singular the premises hereby granted, with the appurtenances, and have good right, full power and sufficient authority in the law to grant, bargain, sell and convey the same unto the said party of the second part, its successors and assigns forever, according to the true intent and meaning of these presents; and also that it shall and may be lawful for the said party of the second part, its successors and assigns, at all times forever hereafter peaceably and quietly to have, hold, use, occupy, possess and enjoy the said premises, with the appurtenances, and every part and parcel thereof, without the lawful let, suit, eviction, interruption or disturbance of the said party of the first part, or of any other person or persons, party or parties whomsoever, lawfully claiming or to claim the same; and that the said premises are now free and clear and freely and clearly acquitted and discharged of and from all former grants, mortgages, judgments and executions and of and from all encumbrances whatsoever; and that the said party of the first part, the premises hereby granted, with the appurtenances, unto it, the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the same shall and will warrant and forever defend.

In witness whereof the party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of

Raymond C. Mayer L.S.
Raymond C. Mayer

David P. Kuehne
David P. Kuehne

Edith Violet Mayer L.S.
Edith Violet Mayer

STATE OF New Jersey }
County of Bergen } ss.

BE IT REMEMBERED that on this 15th day of July, A. D. Nineteen Hundred and Sixty-five before me, the subscriber, an Attorney at Law of New Jersey personally appeared RAYMOND C. MAYER and EDITH VIOLET MAYER, his wife who I am satisfied are the grantors mentioned in and who executed the within indenture, 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.

David P. Kuchne
David P. Kuchne
An Attorney at Law of New Jersey

This Indenture, made the 27th day of Oct
in the year One Thousand Nine Hundred and Fifty-three

Between **POINT PLEASANT MANOR BUILDING CO. (formerly known as BARRY SHORES COMPANY)**

a corporation duly organized and existing under and by virtue of the laws of the State of New Jersey having its principal office in the Borough of Point Pleasant in the County of Ocean and State of New Jersey hereinafter called the grantor;

And **LAURENCE INVESTMENT CO., INC.**, a corporation of the State of New Jersey, having its principal office at #15 Main Street, in the City of Hackensack, County of Bergen and State of New Jersey

hereinafter called the grantees:

Witnesseth, That the said grantor, for and in consideration of

One (\$1.00) Dollar and other good and valuable consideration

lawful money of the United States of America, to the Corporation aforesaid well and truly paid by the said grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and the said grantor being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm to the said grantees, forever, All that certain

lot, tract, or parcel, of land and premises, hereinafter particularly described, situate, lying and being in the Borough of River Edge in the County of Bergen and State of New Jersey,

Shown and designated as Lots Nos. 6, 7 and 8 in Block 101, on a certain map entitled, "North Hackensack Park, Section 2, Property of The N. T. Negeman Co.", filed in the Office of the Clerk of said County of Bergen on the 2nd day of August, 1922, as Map No. 1795.

All as laid down on said map.

Excepting and reserving therefrom all that portion which was taken by the State of New Jersey for New Jersey Route #4 highway purposes.

Subject to restrictions of record and municipal zoning ordinances effecting the use of said premises.

070003
4000
DEED
40016

RECEIVED

DEC 16 2 46 PM '53

Alexander Adam
BERGEN COUNTY CLERK

75.20
REVENUE STAMPS

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof,

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

To Have and to Hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said grantee, to grantee's own proper use, benefit and behoof forever.

And the said grantor does covenant, grant and agree, to and with the said grantee that the said grantor at the time of the sealing and delivery of these presents, was lawfully seized in its own right of a good, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances

and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid.

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

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

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

And the said grantor, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said grantee, against the said grantor, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will Warrant and by these presents forever Defend.

The neuter gender when used herein shall include all persons and corporations, and words used in singular shall include words in the plural where the text of the instrument so requires.

All the covenants, provisions and conditions herein contained, shall be deemed to be covenants running with the land and shall be for the benefit of and shall bind the grantor, grantee, and their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the said party of the first part hath caused its corporate Seal to be hereto affixed and attested by its Secretary, and these presents to be signed by its President, the day and year first above written.

Attest:

POINT PLEASANT MANOR BUILDING CO.

By Abraham Natovitz
Abraham Natovitz, President

Ann Silverman
Ann Silverman, Secretary

Read on Reverse side



State of New Jersey, } ss.:
County of OCEAN

Be it Remembered, that on this 27 day of Oct in the year of Our Lord One Thousand Nine Hundred and Fifty-three, before me, the subscriber, A Notary Public of the State of New Jersey personally appeared Ann Silverman

who, being by me duly sworn on his oath, doth depose and make proof to my satisfaction, that he is the Secretary of the POINT PLEASANT MANOR BUILDING CO.

is the Grantor named in the within Instrument; that Abraham Natovitz 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 the said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and 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.

and subscribed before me, at the date aforesaid.

Ann Silverman
Ann Silverman, Secretary

Ann Silverman
Notary Public of N.J.

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE INSTRUMENT AS PRESENTED FOR RECORDING.
Elizabeth Deen
COUNTY CLERK, BERGEN COUNTY, N.J.

Charge: Wilms, Basralian 158

Consideration \$
Realty Transfer Fee
Recording Fee
By *J. Basralian*

104-DEED - BARGAIN AND SALE (Governor as to Grantor's Act)
CORP. TO IND. OR CORP. - Plain Language

Copyright © 1982 by ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N.J. 07018

DEED

Prepared by: (Print signer's name below signature)
Joseph L. Basralian
Joseph L. Basralian

This Deed is made on January 2, 1988

BETWEEN Laurence Investment Co., Inc.

a corporation of the state of New Jersey
having its principal office at 477 Main Street, Hackensack, New Jersey
referred to as the Grantor.

AND Laurence Associates, a New Jersey partnership

whose post office address is 477 Main Street, Hackensack, New Jersey
referred to as the Grantee.

The word "Grantee" shall mean 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 ~~XXXXXX~~ good and valuable consideration the receipt of which is hereby acknowledged. (\$0.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of River Edge
Block No. 1402 Lot No. 5, 02, 7, 8 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 Borough of River Edge and State of New Jersey. The legal description is:
County of Bergen

See Schedule "A" attached hereto and made a part hereof.

This deed is given by the Grantor pursuant to a Plan of Liquidation adopted by the stockholders of the Grantor on January 2, 1988, wherein the assets of the Grantor are to be liquidated and distributed to its stockholders or their nominees.

004374

RECORDED-TELCOURT
88 JAN 14 PM 2:31

SCHEDULE "A"

All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of River Edge, County of Bergen, State of New Jersey:

Shown and designated as Lot Nos. 6, 7 and 8 in Block 101, on a certain map entitled, "North Hackensack Park, Section 2, Property of The N.T. Negeman Co.", filed in the Office of the Clerk of said County of Bergen on the 2nd day of August, 1922, as Map No. 1795.

All as laid down on said map.

Excepting and reserving therefrom all that portion which was taken by the State of New Jersey for New Jersey Route #4 highway purposes.

Subject to restrictions of record and municipal zoning ordinances effecting the use of said premises.

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. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:

LAURENCE INVESTMENT CO., INC.

Theresa M. Burford
Theresa M. Burford, Secretary

By: Albert Tutunjian
Albert Tutunjian, President

STATE OF NEW JERSEY, COUNTY OF BERGEN
I CERTIFY that on January 2, 1988
Theresa M. Burford SS.:

- personally came before me and this person acknowledged under oath, to my satisfaction, that:
- (a) this person is the secretary of Laurence Investment Co., Inc. the corporation named in this Deed;
 - (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Albert Tutunjian the President of the corporation;
 - (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
 - (d) this person knows the proper seal of the corporation which was affixed to this Deed;
 - (e) this person signed this proof to attest to the truth of these facts; and
 - (f) the full and actual consideration paid or to be paid for the transfer of title is \$0.00 good and valuable consideration. (\$0.00)
- (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
January 2, 1988

Beverly M. Albanese

Theresa M. Burford
(Print name of attesting witness below signature)
Theresa M. Burford

BEVERLY M. ALBANESE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 11, 1992

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P. L. 1975)

ALL-STATE LEGAL SUPPLY CO.
One Commercial Drive, Cranford, N. J. 07016
ADGRV -1

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF BERGEN

} ss.

FOR RECORDER'S USE ONLY

Consideration \$ FX
Realty Transfer Fee \$ FX
Date 1/14/89 By [Signature]

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Joseph L. Basralian, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Legal Representative of Grantor

(Name of Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

in a deed dated January 2, 1988, transferring real property identified as Block No. 1402

Lot No. 5.02, 7, 8 located at Oneida Drive, River Edge, Bergen County

(Street Address, Municipality, County)

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to 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 title is \$ 0.00

(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 is less than \$100.00

(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 Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8)

- Grantor(s) 62 yrs. of age or over.*
- One or two-family residential premises

- Owned and occupied by grantor(s) at time of sale.
- No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8)

- Grantor(s) legally blind.*
- One or two-family residential premises.

- Owned and occupied by grantor(s) at time of sale.
- No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8)

- Grantor(s) permanently and totally disabled.*
- One or two-family residential premises.
- Receiving disability payments.

- Owned and occupied by grantor(s) at time of sale.
- Not gainfully employed.
- No joint owners other than spouse or other qualified exempt owners.

IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)

- Affordable According to H.U.D. Standards.
- Meets Income Requirements of Region.

- Reserved for Occupancy.
- Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)

- Entirely new improvement.
- Not previously used for any purpose.

- Not previously occupied.

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 the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 14 day of January, 1988

Susan Hoogerhyde
Notary Public of New Jersey
My commission expires 10/26/92

[Signature]
Name of Deponent (Type above line)
25 East Salem Street
Hackensack, N.J. 07601
Address of Deponent

Laurence Investment Co., Inc.
Name of Grantor (Type above line)
477 Main Street
Hackensack, N.J. 07601
Address of Grantor or Title of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16-8.12).

TRIPPLICATE - Pink copy is your file copy.

Consid: 26250.00 (R)
Rty: 92.75 Cnty: 26.50
Fees: 20.00 State: 66.25
Tot: 112.75 NPNRF: 0.00

Charge ² *Beed*
Beed

This Deed is made on April 1, 1998
BETWEEN LAURENCE ASSOCIATES, a New Jersey partnership

whose post office address is 505 Main Street, Hackensack, New Jersey 07601

referred to as the Grantor,
AND JOHN GLORIA

whose post office address is 43 Pine Drive, Bergenfield, New Jersey 07621

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 TWENTY-SIX THOUSAND TWO HUNDRED FIFTY (\$26,250.00) DOLLARS.
The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of River Edge
Block No. 1402 Lot No. 5.02 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 Borough of River Edge
County of Bergen 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.)

All that certain tract or parcel of land and premises, situate, lying and being in the Borough of River Edge, in the County of Bergen and State of New Jersey more particularly described as follows:

SHOWN and designated as Lot Nos. 6, 7 and 8 in Block 101, on a certain map entitled, "North Hackensack Park, Section 2, Property of the N.T. Hageman Co.," filed in the Office of the Clerk of said County of Bergen on the 2nd day of August, 1922, as Map No. 1795.

ALL as laid down on said map.

Excepting and reserving therefrom all that portion which was taken by the State of New Jersey for New Jersey Route #4 highway purposes and which was conveyed to said State of New Jersey in Deed Book 4779, page 200.

BEING more fully described on attached Schedule "A".

BEING the same premises conveyed to the Grantor herein by Deed from Laurence Investment Co., Inc. dated January 2, 1988, recorded January 14, 1988 in the Office of the Clerk of Bergen County in Deed Book 7175, page 422.

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

(For Recorder's Use Only)

[Signature]
JOSEPH L. BARRALLAN, Esq.

Kathleen A. Anderson
CLERK
052454
98 APR 15 AM 8:58

The street address of the Property is: Oneida Drive, Block 1402, Lot 5.02, River Edge, New Jersey 07661

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.)

LAURENCE ASSOCIATES, a New Jersey partnership

Witnessed By:

By: [Signature] (Seal)

SAMUEL F. HEKEMIAN, Partner

[Signature]

(Seal)

(Seal)

STATE OF NEW JERSEY, COUNTY OF BERGEN

SS.

I CERTIFY that on April 1, 1998

SAMUEL F. HEKEMIAN, a partner of LAURENCE ASSOCIATES

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 \$26,250.00

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.)

RECORD AND RETURN TO:
THOMAS J. BARRETT, ESQ.
912 Kinderkamack Road
River Edge, New Jersey 07661

[Signature]
(Print name and title below signature)

Khoren Bandazian
An Attorney at Law of New Jersey

ABSTRACTED

This Deed was Prepared By:

Consid: 15000.00 R
Rity: 52.50 Cntip: 15.00
Fees: 42.00 State: 37.50
Tot: 94.50 NPHRF: 0.00
TA


THOMAS J. BARRETT, ESQ.

DEED

THIS DEED, made on *March 24*, 1999,

BETWEEN: JOHN GLORIA, married

Residing at: 43 Pine Drive, Bergenfield, New Jersey 07621

hereinafter referred to as the Grantor,

AND:


14 ROUTE 4, L.L.C.

Residing at: 14 Route 4, River Edge, New Jersey 07661

hereinafter referred to as the Grantee,

IS GIVEN by the Grantor to the Grantee to grant and convey the below described property of the Grantor to the Grantee. This transfer of ownership is made in exchange for the payment to the Grantor of the following sum of money, which money the Grantor acknowledges having received, to wit: Fifteen thousand and no dollars (\$15,000) Dollars.

The property transferred by this Deed is referred to in the Tax Records of the Borough of River Edge as a portion of Lot 5.02, Block 1402.

The property transferred by this Deed is located in the Borough of River Edge in the County of Bergen and State of New Jersey, and includes the land and all of the buildings and structures thereon.

The legal description of the property transferred by this Deed is:

See attached Schedule "A"

BEING a portion of the same premises conveyed to Grantor herein by Deed from Laurence Associates, a New Jersey Partnership, dated April 1, 1998 and recorded on April 15, 1998 in Deed Book 8057 Page 888 in the Office of the Bergen County Clerk.

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).

The Planning Board of the Borough of River Edge has granted a Subdivision to John Gloria by Resolution dated March 18, 1999, and consents to the recording of this Deed to acknowledge the aforementioned Subdivision. This Deed is intended to perfect the aforementioned Subdivision as provided for in N.J.S.A.40:55D-47 and has been executed by the Chairman and the Secretary of River Edge Planning Board, respectively for that purpose. Attached hereto is a copy of the Resolution referred to above.


Christopher Caruso, Chairman


Thomas McGuire, Secretary

BK 81596585

RECORDED - BERGEN COUNTY

99 APR 19 AM 9:46

1000 3074 300000
COUNTY CLERK

062940



KOESTNER ASSOCIATES
Established 1914

CONSULTING ENGINEERS & SURVEYORS
81 HUDSON STREET • HACKENSACK, NJ
MAILING ADDRESS: P.O. BOX 514 • HACKENSACK, NJ 07602-0514
TEL. (201) 342-8264 • FAX (201) 342-4858

March 2, 1999
Revised March 22, 1999
Revised March 15, 1999
DESCRIPTION OF PROPERTY IN THE BOROUGH
OF RIVER EDGE, BERGEN COUNTY,
NEW JERSEY
~~HOUSE LOT~~

SUCCESSORS TO G.M. FOULDS
1914-1928
GEORGE E. SCHEVON
SANITARY CONSULTANT
SURVEYORS THROUGHOUT
NORTHERN NEW JERSEY
LAND SURVEYING
SITE PLANS
DRAINAGE
SEWERAGE AND
DISPOSAL SYSTEMS
SUBDIVISIONS
PROFESSIONAL PLANNERS
WETLANDS DELINEATION

BEING known and designated as lot 23 and part of lots 24 and 6 in Block 101 as shown on a certain map entitled "North Hackensack Park Section 2 Property of The N. T. Hegeman Co." filed in the Bergen County Clerk's Office on August 2, 1922 as map number 1795, and described as follows:-

BEGINNING at a point in the westerly line of Lake View Street, where the same is intersected by the division line between lots 22 and 23 in Block 101, as shown on the aforementioned map number 1795, which point is distant 200.00 feet southerly from the corner formed by the intersection of the westerly line of Lake View Street with the southerly line of Oswego Place, if both were produced to a point, and from thence running:

- (1) South 12° 05' 15" West and along the westerly line of Lake View Street, 50.00 feet to a point in the northerly line of New Jersey State Highway Route 4, thence
- (2) North 77° 54' 45" West and along the northerly line of said Route 4, 86.41 feet to a point, thence
- (3) in a general westerly direction and along the northerly line of said Route 4, and along the arc of a curve bearing to the right with a radius of 5779.65 feet an arc distance of 14.65 feet, with a chord bearing of North 55° 51' 52" West and a chord distance of 14.65 feet to a point in the division line of lots 5 and 24, thence
- (4) North 12° 05' 15" East and along said division line of lots 5 and 24, 19.50 feet to a point in the division line of lots 5 and 6, thence
- (5) North 77° 54' 45" West and along said division line of lots 5 and 6, 54.03 feet to a point in the northerly line of said Route 4, thence
- (6) in a general westerly direction and along said northerly line of Route 4, and along the arc of a curve bearing to the right with a radius of 5779.65 feet an arc distance of 49.66 feet, with a chord bearing of North 55° 42' 22" West and chord distance of 49.66 feet, to a point in the easterly line of Oneida Drive, thence
- (7) North 12° 05' 15" East and along the easterly line of Oneida Drive, 6.23 feet to a point in the division line of lots 6 and 7, thence
- (8) South 77° 54' 45" East and along the division line of lots 6 and 7, and along the said division line of lots 22 and 23, 200.00 feet to the westerly line of Lake View Street and the point or place of BEGINNING.

BK 815918508



KOESTNER ASSOCIATES
Established 1914

CONSULTING ENGINEERS & SURVEYORS
61 HUDSON STREET • HACKENSACK, NJ
MAILING ADDRESS: P.O. BOX 514 • HACKENSACK, NJ 07603-0514
TEL. (201) 342-6290 • FAX (201) 342-4888

March 2, 1999
Revised March 2, 1999
Revised March 15, 1999

DESCRIPTION OF HOUSE LOT OF GROSS
PAGE 2

SUCCESSORS TO G.M. FOLDS
1914-1936
GEORGE R. SCHEVON
SANITARY CONSULTANT
SURVEYORS THROUGHOUT
NORTHERN NEW JERSEY
LAND SURVEYING
SITE PLANS
DRAINAGE
SEWERAGE AND
DISPOSAL SYSTEMS
SUBDIVISIONS
PROFESSIONAL PLANNERS
WETLANDS DELINEATION

Being also known as 1/4 Route 4 West River Edge, New Jersey,
and Lot 4 in Block 1402 on the Tax Map of the Borough of River Edge.
All in accordance with a Minor Subdivision prepared by KOESTNER
ASSOCIATES, Professional Engineers & Surveyors, Hackensack, New Jersey,
dated December 24, 1998 and approved by the Planning Board of the
Borough of River Edge on March 18, 1999.

The within description includes not only the portion of Lot *July*
5.02 conveyed to Grantee but also all of Lot 4 so that the within
description describes the entire parcel now owned by Grantee as a result of
this Deed.

BK 81596587

IN THE MATTER OF THE . APPLICATION OF: JOHN GLORIA 106 Oneida Drive Block 1402, Lot 5.02	: RESOLUTION OF THE PLANNING BOARD OF THE BOROUGH OF RIVER EDGE : APPLICATION NO. 98-07 : APPROVAL OF MINOR SUBDIVISION VARIANCES : Date Decided: January 21, 1999 : Date Memorialized: March 18, 1999
---	---

WHEREAS, application was made by John Gloria residing at 43 Pine Drive, Bergenfield, New Jersey, Application No. 98-07 for minor subdivision and variances to property known as 106 Oneida Drive and designated as Lot 5.02 in Block 1402 on the current Tax Assessment Map of the Borough of River Edge to divide an existing lot consisting of 7,066.81 square feet into two lots, one consisting of 5,000 feet and the other consisting of 2,066.81 feet with the smaller of the newly created lots to be conveyed to the owner of and be made part of existing Lot 4 in Block 1402; and

WHEREAS, the Planning Board has determined that the applicant has complied with the provisions of the Municipal Land Use Law as to notice and filing of application; and

WHEREAS, full public hearings were held on December 17, 1998 and January 21, 1999 at which time the applicant was represented by Thomas J. Barrett, Esq., and the Board having heard and considered the testimony of the applicant John Gloria and Marjorie Koestner Riley of Koestner Associates Professional Engineers & Land Surveyors, 61 Hudson Street, Hackensack, New Jersey and the hearings having been opened to the general public for comments and testimony therefrom and the Board having considered same; and

WHEREAS, the Board carefully considered all the evidence presented including Exhibit A-1 entitled "Minor Subdivision of Lots 4 and 5.02 in Block 1402 on the Tax Map

BK 81596588

of the Borough of River Edge, Bergen County, New Jersey consisting of two sheets, sheet 1 being a "Minor Subdivision" and sheet 2 being "Plot Plan", which Exhibit was prepared by F. William Koestner, Jr., P.E. & L.S., Koestner Associates Professional Engineers & Land Surveyors, Hackensack, New Jersey. Exhibit A-1 is dated November 30, 1998 and revised through December 24, 1998.

The Board found the following facts:

1. John Gloria is the owner of Lot 5.02 in Block 1402. Lot 5.02 consists of approximately 7,066.81 square feet and is located in the R-1 Zoning District. The property fronts on Oneida Drive (unimproved) with a lot frontage of approximately 56.23 feet. The lot is irregularly shaped.

2. The applicant proposes to subdivide Lot 5.02 into two lots. The northerly portion of the lot would be subdivided into a lot consisting of 5,000 square feet with a lot width of 50 feet fronting on Oneida Drive and a lot depth of 100 feet. The southerly portion of the lot, irregularly shaped, would consist of approximately 2,066.81 square feet.

3. The applicant proposes to construct a single family dwelling on the proposed 5,000 square foot lot.

4. The applicant is requesting a number of variances in connection with the proposed subdivision. These variances are as follows:

a. The minimum lot area required in an R-1 Zoning District is 7,500 square feet. The proposed new lot on the northerly portion of the existing property would consist of 5,000 square feet. The remainder of the existing that is on the southerly portion of the existing lot consists of approximately 2,066.81 square feet.

b. The required minimum lot width in an R-1 Zoning District is 75 feet.

BK 81596589

The proposed new building lot would have a lot width of 50 feet fronting on Oneida Drive.

c. The maximum lot building coverage permitted in an R-1 Zone is 25%.

The applicant proposes a dwelling with a lot building coverage of 28.2%.

d. The maximum improved lot coverage in an R-2 Zone is 35%. The applicant proposes total improved lot coverage of 46% on the proposed 5,000 square foot lot.

5. Testimony from the applicant and his expert witness and evidence contained on the subdivision map indicate that all the lots in the immediate area fronting on Lakeview Street have a lot width of 50 feet. The testimony and the subdivision map also indicate that the lots fronting on Oneida Drive to the south of Oswego Place and in the immediate vicinity of the property in question each has a lot width of 50 feet.

6. The footprint of the proposed dwelling on the proposed lot and the requested setback variances on that lot are in conformance with proposed construction in the immediate area on Oneida Drive and the existing structures on Oneida Drive and Lakeview Street.

7. The applicant is requesting a variance to construct a stockade fence to be erected along the newly created property line. The stockade fence would be in conformance with a fence previously approved by this Board relative to the properties to the north of the property in question. The applicant is also seeking a variance to construct a six foot stockade fence, which fence would be to the south of the newly created 5,000 square foot lot.

8. This subdivision is part of the general area which has been the subject of a number of minor and major subdivisions before this Board over the past two years. This proposed subdivision is in conformance with the prior subdivisions in the area and the

BK 8159 PG 590 3

proposed structure and setbacks are in conformity with the existing and proposed development in the immediate area.

9. The proposed subdivision and variances would result in advancement of the Municipal Land Use Law by promoting a desirable visual environment through creative development techniques and good design arrangements and providing adequate light, air and open space. The variances connected with this application can be granted without substantial detriment to the public good and the benefits of the deviations substantially outweigh any detriment which may result therefrom. Granting of these variances will not substantially impair the intent and purposes of the standards and goals set forth in the Borough's Ordinances and the Borough's existing Master Plan for Orderly Development of Property within the Borough.

A Motion was made by Mr. Thomas McGuire to approve the application for minor subdivision with variances as contained on the minor subdivision plan marked as Exhibit A-1 and the Motion was seconded by Mr. Michael DeRosa.

The vote on the Motion was as follows:

AFFIRMATIVE:	Chairman Christopher Caruso
	Michael DeRosa
	Thomas McGuire
	Robert Costa
	Michael Rice
	Arlene Lapidos
	Norman Hodges

NEGATIVE:	None
------------------	------

ABSTENTIONS:	None
---------------------	------

NOW THEREFORE BE IT RESOLVED, by the Planning Board of the Borough of River Edge that the within application for minor subdivision and variances be approved on the following conditions:

1. The application for a minor subdivision is approved with a new property line being set forth as indicated on the minor subdivision map referred to as Exhibit A-1.

2. Prior to perfecting this minor subdivision, the property in question is to be conveyed from the applicant John Gloria to 43 Pine Drive Associates, Inc., a New Jersey corporation. 43 Pine Drive Associates, Inc. is the developer of the area to the north of the property in question along Oneida Drive and in conjunction with that development, 43 Pine Drive Associates, Inc. has entered into a Developer's Agreement with the Borough of River Edge, dated October 7, 1998. A specific condition of this approval is that the property in question first be conveyed to 43 Pine Drive Associates, Inc. and that any development of the property be in conformance with and subject to the terms and conditions of the aforesaid Developer's Agreement.

3. Any construction shall be in conformance with the building envelope set forth on Exhibit A-1. A Certificate of Occupancy for any dwelling on the newly created lot shall not be issued unless and until the applicant has completed all work as provided for in the aforesaid Developer's Agreement between 43 Pine Drive Associates, Inc. and the Borough of River Edge. All of the terms and conditions of that Developer's Agreement are incorporated as terms and conditions of this approval as if set forth herein at length.

4. This approval is expressly conditioned upon the conveyance of the 2,066.81 square feet of the southerly portion of the lot in question to the owner of Lot 4 in Block 1402, it being the intention of the Board that the property shall merge with that existing lot. Any non-conforming use of Lot 4 shall not extend to this newly created lot which is to

become part of Lot 4. Any use inconsistent with the provisions of the Borough's Zoning Ordinance shall require approval from the Borough Zoning Board of Adjustment or other appropriate authority.

5. New Deeds shall be prepared by the applicant and recorded within the time prescribed by law after the same have been approved by the Board Attorney and signed by the Board Chairman and Board Secretary. A copy of this Resolution shall be attached to and made a part of and recorded with each new Deed.

6. The applicant and/or his successors in title shall comply with all federal, state county and municipal laws, ordinances, rules and regulation and obtain any authority or license required from any federal, state, county and municipal body. If any approval is required by any other governmental body or authority which approval shall result in any change to the plan, the applicant or his successors shall notify the Planning Board and the changes shall be considered by the Planning Board, this approval being conditioned upon any reconsideration.

7. The approval is conditioned upon a timely receipt of a favorable report from the Bergen County Planning Board in its review of the application or approval by the Bergen County Planning Board by its failure to report thereon within the time required by law.

8. The applicant and his successors shall comply with the comments and directives of Robert L. Costa, Borough Engineer, contained in Mr. Costa's letter of December 17, 1998, a copy of which is attached hereto and made a part of this Resolution.

9. The applicant shall submit an amended plan adequately indicating the proposed retaining wall at the southern end of Oneida Drive and proposed roof leaders which amended plans shall be to the satisfaction of the Borough Engineer.

3. All drainage construction shall be under the supervision of and to the satisfaction of the Borough Engineer.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the applicant, the Construction Code Official of the Borough of River Edge, and the Governing Body of the Borough of River Edge, and a notice of this decision shall be published in the official newspaper of the Borough of River Edge.

APPROVAL OF RESOLUTION

MOVED BY:

AFFIRMATIVE VOTES:

NEGATIVE VOTES:

TOTAL VOTES:

DATED: March 18, 1999


CHRISTOPHER CARUSO, Chairman


THOMAS McGUIRE, Secretary

8K 8159PG594

7

C

COSTA ENGINEERING CORPORATION

Professional Engineers • Surveyors • Planners
P.O. Box 243, 2 Executive Drive, Lower Level Mezzanine, Fort Lee, NJ 07024

Tel (201) 944-2430
Inside NJ 1-800-954-ENGR
Fax (201) 944-2683

Robert L. Costa, P.E., P.P., C.M.E.
Martin Kruegel, P.L.S.
Licenses in NJ, NY, PA, MD
Licenses in NJ

Please Reply To:
P.O. Box 243
Fort Lee, NJ 07024-0243

December 17, 1998

Mr. Chris Caruso, Chairman
Borough of River Edge Planning Board
705 Kinderkamack Road
River Edge, NJ 07661

RE: Pine Drive Associates
Block 1402, Lots 4 and 5.02
Borough of River Edge
Bergen County, New Jersey

Dear Chairman Caruso:

This office has reviewed the following plans "Minor Subdivision, of Lots 4 and 5.02 in Block 1402, on the Tax map of the Borough of River Edge, Bergen County, N.J." prepared by Koestner Associates dated November 30, 1998, last revised December 11, 1998.

Our Comments are as follows:

1. The applicant must obtain a waiver from NJDEP for the project since this would be an possible amendment to the recorded stream encroachment permit.
2. The applicants engineer should provide testimony on the traffic circulation for the driveway and proposed roadway.
3. The sewer lateral must be shown on the plan.
4. The applicant must tie all roof leaders into the storm sewer system or provide seepage pits.
5. The proposed grading should direct the water away from the proposed dwelling.
6. The applicant must comply with Sec. 366-10 E., F. & G.

BK 81596595

December 17, 1998

Mr. Chris Caruso, Chairman
Borough of River Edge Planning Board
705 Kinderkamack Road
River Edge, NJ 07661

RE: Pine Drive Associates
Block 1402, Lots 4 and 5.02
Borough of River Edge
Bergen County, New Jersey

The foregoing comments are based on the review of the application and plan submitted. We have attempted to make this review as complete as possible. However, any new submission depending upon the nature of any revision may require additional review and comment.

Very truly yours,

COSTA ENGINEERING CORPORATION


Robert L. Costa, P.E., P.P. & C.M.E.
Borough Engineer

RLC:vc

Enclosure

cc: William Lindley, Esq. Planning Board Attorney
Mr. Alan Negreann, Borough Administrator
Mr. Robert Burns, Construction Code Official
Mr. John Pustella, DPW Director

8K 8159PG596

 COSTA ENGINEERING CORPORATION

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

Witnessed by:

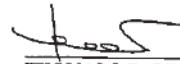

Thomas J. Barrett




John Gloria

STATE OF NEW JERSEY:
SS.:
COUNTY OF BERGEN :

I CERTIFY that on *Sept 26*, 1999, John Gloria, married, the Grantor named above, personally came before me and acknowledged under oath, to my satisfaction, that the said Grantor:

- (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 \$15,000 as the full and actual consideration for the transfer of title, as such consideration is defined in N.J.S.A. 46:15-5.


THOMAS J. BARRETT
Attorney at Law
State of New Jersey

DEED:	Dated: <i>Sept 26</i> 1999
John Gloria, married,	: Record and return to:
Grantor,	: Gross & Gross, Esqs.
TO	: 14 Route 4
14 Route 4, L.L.C.	: River Edge, New Jersey 07661
	:
	:
Grantee.	:

ABSTRACTED

BK 81596597

END OF DOCUMENT

(\$7.70 Revenue stamps cancelled)

Received in the office and recorded Nov 4 1943 at 2:23 P M

Gertrude M Henderson Clerk

3120

Robert M Hayward et ux

to

Deed dated November 3rd 1943

Veronica J Vetter

This deed made the 3rd day of November in the year one thousand nine hundred and forty-three Between Robert M Hayward and Clara Hayward his wife, of the Borough of River Edge, in the County of Bergen and State of New Jersey hereinafter known as the grantors And Veronica J Vetter of the Borough of New Milford, in the County of Bergen and State of New Jersey hereinafter known as the grantee Witnesseth that in consideration of the sum of one (\$1.00) dollar and other good and valuable considerations the said grantors do grant bargain sell and convey unto the said grantee her heirs and assigns forever

All that certain tract of land and premises situate in the Borough of River Edge, in the County of Bergen and State of New Jersey, at the "North Hackensack Park" property of The N. T. Hegeman Company and particularly bounded and described as follows: Beginning at the southeasterly corner of said tract and being in the westerly line of Lake View Street at point distant 193.65 feet northerly from the point where the westerly line of Lake View Street continued southerly in a straight line intersects the northerly line of North Lake Drive continued easterly in a straight line, said point of beginning being distant along the said westerly line of Lake View Street 50 feet northerly from the northeasterly corner of the tract of land conveyed by The N. T. Hegeman Company to Ernest Schultz; running thence (1) westerly and at right angles from Lake View Street 100 feet; thence (2) northerly and parallel with Lake View Street 50 feet; thence (3) easterly and parallel with the first course 100 feet to the westerly line of Lake View Street; thence (4) southerly along the westerly line of Lake View Street 50 feet to the point of beginning. Being the same premises conveyed to Robert M. Hayward by The N. T. Hegeman Company by deed dated April 4, 1922 and recorded in the Bergen County Clerk's Office on February 15, 1923 in Book 1194 of Deeds on page 466 &c. Said premises are conveyed subject to restrictions of record. Said premises are conveyed subject however to the rights of adjoining owner in the garage located partly on the premises hereby conveyed and partly on the southerly adjoining premises and in the driveway therefrom used in common.

To have and to hold said premises with the appurtenances unto the said grantee her heirs and assigns forever The said Robert M Hayward covenants:

1. That he is lawfully seized of the said land
2. That he has the right to convey the said land to the grantee
3. That the grantee shall have quiet possession of the said land free from all incumbrances except as hereinbefore set forth.
4. That the grantor will execute such further assurances of the said land as may be requisite
5. That he will warrant generally the property hereby conveyed.

In witness whereof the said grantors have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered	Robert M Hayward	(LS)
in the presence of	Clara Hayward	(LS)
Clyde A Bogert		

State of New Jersey

County of Bergen SS Be it remembered that on this 3rd day of November in the year of our Lord one thousand nine hundred and forty-three before me the subscriber an Attorney at Law of New Jersey personally appeared Robert M Hayward and Clara Hayward his wife who I am satisfied are the grantors mentioned in the within instrument 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.

Clyde A Bogert
Attorney-at-Law of New Jersey

{ \$6.05 Revenue stamps. cancelled }

Received in the office and recorded Nov 4 1943 at 2:32 P M

Gertrude M Henderson Clerk

3121

Francis P Twinem

to

Elizabeth B Twinem

Power of Attorney

Dated March 27 1942

Know all men by these presents, that I, Francis P. Twinem of the City of Hackensack, County of Bergen and State of New Jersey, have made constituted and appointed and by these presents do make constitute and appoint my wife Elizabeth B. Twinem of the City of Hackensack, County of Bergen and State of New Jersey, my

B-2345/23729

RECEIVED
BERGEN COUNTY

MAY 28 11 02 AM '47

ALEXANDER ALLAN
COUNTY CLERK

This Deed,

Made the 28th day of MAY in the year
one thousand nine hundred and forty-seven

Between VERONICA J. VETTER, unmarried, of the Borough of River Edge, in the
County of Bergen, and State of New Jersey,

hereinafter known as the Grantor

And WILLIAM H. CALDWELL and MARY P. CALDWELL, his wife, of the Borough of
Brooklyn, City and State of New York

, hereinafter known as the Grantee s

Witnesseth, that in consideration of the sum of One Dollar (\$1.00) and other
good and valuable considerations

the said Grantor does grant, bargain, sell and convey, unto the said Grantee s, their heirs
and assigns forever, all that certain tract of land and premises situate in the
Borough of River Edge, in the County of Bergen
and State of New Jersey, at the "North Hackensack Park" property of The N. T. Hegeman
Company and particularly bounded and described as follows:

BEGINNING at the southeasterly corner of said tract and being in the west-
erly line of Lake View Street at point distant 193.65 feet northerly from the
point where the westerly line of Lake View Street continued southerly in a
straight line intersects the northerly line of North Lake Drive continued
easterly in a straight line, said point of beginning being distant along the
said westerly line of Lake View Street 50 feet northerly from the northeast-
erly corner of the tract of land conveyed by The N. T. Hegeman Company to
Ernest Schultz; running thence (1) westerly and at right angles from Lake
View Street 100 feet; thence (2) northerly and parallel with Lake View Street
50 feet; thence (3) easterly and parallel with the first course 100 feet to the
westerly line of Lake View Street; thence (4) southerly along the westerly line
of Lake View Street 50 feet to the point of beginning.

BEING the same premises conveyed to Veronica J. Vetter by Robert M. Hayward
and Clara Hayward, his wife by deed dated November 3, 1943 and recorded in the
Bergen County Clerk's Office on November 4, 1943 in Book 2408 of Deeds on page
279 &c.

\$11.55 REVENUE STAMPS

BOOK 2756 PAGE 334

SAID premises are conveyed subject to restrictions of record.

SAID premises are conveyed subject however to the rights of adjoining owner
in the garage located partly on the premises hereby conveyed and partly on the
southerly adjoining premises and in the driveway therefrom used in common.

To Have and to Hold said premises with the appurtenances, unto the said grantee
their heirs and assigns forever.

The said Veronica J. Vetter

CONDUCTIONS:

1. That she is lawfully seized of the said land;
2. That she has the right to convey the said land to the grantee;
3. That the grantee shall have quiet possession of the said land free from all incumbrances; except as hereinbefore set forth.
4. That the grantor will execute such further assurances of the said land as may be requisite;
5. That she will warrant generally the property hereby conveyed.

In Witness Whereof, the said grantor has hereunto set her hand and seal

the day and year first above written

Signed, Sealed and Delivered }
in the Presence of

Clyde A. Bogert
Clyde A. Bogert

Veronica J. Vetter (L.S.)
Veronica J. Vetter

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE INSTRUMENT AS PRESENTED FOR RECORDING.
Alexander Eden
COUNTY CLERK, BERGEN COUNTY, N. J.

State of New Jersey, }
County of Bergen } SS:

Be it Remembered, That on this 27th day of MAY in the year of Our Lord One Thousand Nine Hundred and Forty-seven, the subscriber, an Attorney-at-Law of New Jersey personally appeared Veronica J. Vetter, unmarried

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

Clyde A. Bogert
Clyde A. Bogert
Attorney-at-Law of New Jersey



BOOK 3706 PAGE 633
RECEIVED

OCT 26 10 07 AM '55

This Deed,

Made the 25th day of October
one thousand nine hundred and Fifty-Five.

[Signature]
BERGEN COUNTY CLERK

4.15
70,270 OCT 26 55 DEED

Between MARY P. CALDWELL, widow
residing at 15 Lakeview Street in the Borough of River Edge,
County of Bergen and State of New Jersey,

hereinafter known as the Grantor

And JAMES E. EDWARDS and CONGETTA EDWARDS, his wife,
residing at 131 Morningside Avenue in the Borough of Park
Ridge, County of Bergen and State of New Jersey,

hereinafter known as the Grantees,

Witnesseth, that in consideration of the sum of

One Dollar (\$1.00) and other good and valuable consideration,

the said Grantor do es grant, bargain, sell and convey, unto the said Grantees, their heirs

and assigns forever, all that certain tract of land and premises situate in the

Borough of River Edge in the County of Bergen

and State of New Jersey; at the "North Hackensack Park" property of The
N. T. Hegeman Company and particularly bounded and described as
follows:

BEGINNING at the southeasterly corner of said tract and being in the
westerly line of Lake View Street at point distant one hundred
ninety-three and sixty-five hundredths (193.65) feet northerly from
the point where the westerly line of Lake View Street continued
southerly in a straight line intersects the northerly line of North
Lake Drive continued easterly in a straight line, said point of
beginning being distant along the said westerly line of Lake View
Street fifty (50) feet northerly from the northeasterly corner of
the tract of land conveyed by The N. T. Hegeman Company to Ernest
Schultz; running thence (1) westerly and at right angles from Lake
View Street one hundred (100) feet; thence (2) northerly and parallel
with Lake View Street fifty (50) feet; thence (3) easterly and
parallel with the first course one hundred (100) feet to the westerly
line of Lake View Street; thence (4) southerly along the westerly
line of Lake View Street fifty (50) feet to the point of Beginning.

BEING the same premises conveyed to William H. Caldwell and Mary P.
Caldwell, his wife, by deed from Veronica J. Vetter, unmarried, dated
May 27, 1947 and recorded in the Bergen County Clerk's Office in Book
2756 at page 333 &c., the said William H. Caldwell having died on the
13th day of May, 1955.

SUBJECT to municipal, State and Federal regulations as to the use of
said premises, restrictions of record, if any, and such state of facts
as an accurate survey might disclose.

The premises herein sold are subject to rights, if ^{any} of the New Jersey
Highway Authority in and to the said premises.

1436 ✓
REVENUE STAMPS

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

The said Mary P. Caldwell, widow,

Covenants:

- 1. That she is lawfully seized of the said land;
2. That she has the right to convey the said land to the grantees;
3. That the grantees shall have quiet possession of the said land free from all incumbrances, except as hereinbefore set forth;
4. That the grantor will execute such further assurances of the said land as may be requisite;
5. That she will warrant generally the property hereby conveyed.

In Witness Whereof, the said grantor has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Harry Randall (Signature)

Mary P. Caldwell L.S. (Signature)

State of New Jersey, County of BERGEN } ss:

Be it Remembered, That on this 15TH day of October in the year of our Lord One Thousand Nine Hundred and Fifty-Five, before me the subscriber, an Attorney at Law of New Jersey,

personally appeared Mary P. Caldwell, widow,

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

Harry Randall (Signature) An Attorney at Law of New Jersey (Harry Randall)

State of New Jersey, County of } ss:

Be it remembered, That on this day of Nineteen hundred and before me

of the subscriber, a personally appeared who being by me duly sworn on his oath, says that he is the of the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by

who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered, the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and Subscribed before me at the State aforesaid

I HEREBY CERTIFY THIS TO BE A TRUE COPY OF THE INSTRUMENT AS PRESENTED FOR RECORDING. Alexander C. C... COUNTY CLERK, BERGEN COUNTY, N. J.

This Indenture,

Made the 27th day of December, , in the year of our Lord
One Thousand Nine Hundred and Fifty-seven,

Between James E. Edwards and Congetta Edwards, his wife,

of the Village of Odessa, County of Hillsborough
and State of Florida party of the first part;

And Raymond C. Mayer and Edith Violet Mayer, his wife,
both residing at No. 15 Lakeview Street,

1.70 REVENUE STAMPS

in the Borough of River Edge, County of Bergen,
and State of New Jersey, party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of the Sum of
One (\$1.00) Dollar

lawful money of the United States of America, to them in hand well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and
paid, 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 that certain

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being
in the Borough of River Edge, County of Bergen
and State of New Jersey,

Beginning at a point in the westerly line of Lakeview Street, distant therein
northerly 193.65 feet from its intersection with the northerly line of North Lake
Drive, if both were produced to intersect, and as both are shown on the map hereinafter
referred to, and from said beginning point running thence

- (1) North 77 degrees 54 minutes 45 seconds west, 100 feet; thence
- (2) North 12 degrees 05 minutes 15 seconds east, 50 feet; thence
- (3) South 77 degrees 54 minutes 45 seconds east, 100 feet to the said line
of Lakeview Street; and thence
- (4) Along the same, south 12 degrees 05 minutes 15 seconds west, 50 feet to the
point of Beginning.

The premises above described are shown, laid down, and designated as Lots Nos.
23 and 24 in Block No. 101 as shown on a certain map entitled "North Hackensack Park,
Section 2, Property of The N. T. Hegeman Co." filed in the Bergen County Clerk's
Office on August 2, 1922 as Map No. 1795.

Said premises are more commonly known as No. 15 Lakeview Street, River Edge,
New Jersey.

Being the same premises conveyed to the party of the first part herein by deed
from Mary F. Caldwell, widow, dated October 25, 1955 and recorded October 26, 1955 in
the Bergen County Clerk's Office in Book 3706 of Deeds for said County, at Pages 6336c,
it being the intantion to convey hereby the same lands conveyed as aforesaid to the
party of the first part herein.

Subject to restrictions of record, if any, and to a certain mortgage dated
October 25, 1955, given by the party of the first part to Carteret Savings and Loan
Association, which the party of the second part hereby assumes and agrees to pay, and
subject further to a purchase money mortgage junior in effect to the aforesaid mortgage
to Carteret Savings and Loan Association, given by the party of the second part to the

530 JAN 6 54 DEED 5.15

BOOK 3917 PAGE 488

party of the first part in the principal sum of \$4700.00.

RECEIVED
JAN 6 10 26 AM '58
Alexander Penn
BERGEN COUNTY CLERK

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, 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, heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, their heirs, and assigns forever:

And the said James E. Edwards and Congetta Edwards, his wife,

for themselves, their heirs, executors and administrators, do covenant, promise and agree to and with the said party of the second part, their and assigns that they have not made, done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the parties of the first part have set their hands and seals this 10th day of February 1901 at the City of New York.

Signed, Sealed and Delivered in the Presence of

James E. Edwards (LS)
James E. Edwards

Congetta Edwards (LS)
Congetta Edwards

W. B. Bloomfield
L. Bloomfield
C. E. Yagin



State of New Jersey }
County of } ss.:

Be it Remembered, that on this _____ day of _____
in the year One Thousand Nine Hundred and _____ before me, the subscriber,
personally appeared _____

who, being by me duly sworn on oath, doth depose and make proof to my satisfaction, that he
is the _____ of _____

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 is such corporate seal and 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 and subscribed before me,
at _____
the date aforesaid

I HEREBY CERTIFY THIS TO BE A TRUE
COPY OF THE INSTRUMENT AS PRESENTED
FOR RECORDING.

Alexander C. Clemen
COUNTY CLERK, BERGEN COUNTY, N. J.

18/ RECORDED FEB 8 1915
#1258-SCS
DEED

James E. Edwards et ux

TO

Raymond C. Mayer et ux

Dated, December 27, 19 57

Witnessed in the Office of
the County of _____, N. J.,
on the _____ day of _____, 19
at _____ o'clock, in the
noon and _____
Recorded in Book _____ of DEEDS for
said County, on page _____

Law Offices
S. CHARLES SAVONA, Atty.
135 State St.
Hackensack, N. J.

FLORIDA
State of _____ }
County of Hillsborough } ss.:

Be it Remembered, that on this 27th day of December
in the year One Thousand Nine Hundred and Fifty Seven before me, the subscriber,
A Notary Public of Florida,
personally appeared James E. Edwards and Congetta Edwards, his wife,

who, I am satisfied, are the grantors mentioned in the within instrument,
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
purposes therein expressed.

Louis Yergin
Louis Yergin

Notary Public, State of Florida at large
My commission expires Nov. 2, 1959.
Bonded by Mass. Bonding & Insurance Co.

This Deed, made the 26th day of February 19 81 .

Between

RAYMOND C. MAYER and EDITH VIOLET MAYER, h/w

residing or located at 15 Lakeview Street
in the Borough of River Edge in the County of
Bergen and State of New Jersey herein designated as the Grantors

MICHAEL GROSS and MERYL GROSS, h/w

RECEIVED

MAR 3 3 36 PM '81

Carol R. ...

residing or located at 112 Holiday Lane
in the Township of River Val in the County of
Bergen and State of New Jersey herein designated as the Grantee

Witnesseth: That in consideration of the sum of -----
EIGHTY THOUSAND AND 00/100 (\$80,000.00) DOLLARS

the Grantors do grant and convey, unto the Grantee

certain
all that tract or parcel of land and premises, situate, lying and being in the
County of Bergen Borough of River Edge and State of New Jersey, more particularly described as follows:

Beginning at a point in the westerly line of Lakeview Street, distant therein northerly 193.65 feet from its intersection with the northerly line of North Lake Drive, if both were produced to intersect, and as both are shown on the Map hereinafter referred to, and from said beginning point running thence
(1) North 77 degrees 54 minutes 45 seconds west, 100 feet; thence
(2) North 12 degrees 05 minutes 15 seconds east, 50 feet; thence
(3) South 77 degrees 54 minutes 45 seconds east, 100 feet to the said line of Lakeview Street; and thence
(4) Along the same, south 12 degrees 05 minutes 15 seconds west, 50 feet to the point of Beginning.

The premises above described are shown, laid down, and designated as Lots Nos. 23 and 24 in Block No. 101 as shown on a certain map entitled "North Hackensack Park, Section 2, Property of The M.T. Hegeman Co." filed in the Bergen County Clerk's Office on August 2, 1922 as Map No. 1795

Excepting therefrom that portion of the property conveyed to the State of New Jersey by Deed Book 4805 page 197.

Known as Lots 23 and 24 - Block 101 as laid down on the current tax assessment map of the Borough of River Edge, Bergen County, New Jersey.

Being the same premises conveyed to the Grantors by Deed dated December 27, 1957 and recorded in the Bergen County Clerk's Office January 6, 1958 in Book 3917 of Deeds for said County, Page 487.

Subject to Restrictive Covenants as contained in Book 1194 page 466.
Subject to Driveway Agreement as contained in Book 2409 page 279.
Subject to Rights of the State of New Jersey as contained in Book 4805 page 197

The above premises are also known as #14 Route Four West, River Edge, New Jersey.

Consideration
Ready Transfer Fee
Recording Fee
By *RM* Taxes

To Have and to Hold, all and singular the land described herein, unto the Grantee and to Grantee proper use and benefit forever.

And the said Grantor , Raymond C. Mayer and Edith Violet Mayer, h/w

Covenant that, except as may be herein set forth:

1. Grantor are lawfully seized of the land described herein.
2. Grantor have the right to convey the said land to the Grantee .
3. The Grantee shall have quiet possession of the said land free from all encumbrances.
4. Grantor will execute such further assurances of the said lands as may be requisite.
5. Grantor will warrant generally the property hereby conveyed.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or if a corporation, it has caused these presents to be signed by its proper corporate officers and its corporate seal to be affixed hereto, the day and year first above written.

Signed, Sealed and Delivered
in the presence of
or Attested by

Raymond C. Mayer (L.S.)
Raymond C. Mayer

David P. Kuehne
David P. Kuehne

Edith Violet Mayer (L.S.)
Edith Violet Mayer

State of New Jersey, County of BERGEN) ss.: Be it Remembered,
that on February 26th, 19 81, before me, the subscriber, an Attorney At
Law of the State of New Jersey
personally appeared Raymond C. Mayer and Edith Violet Mayer, 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, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1988, c. 49, Sec. 1 (c), is \$ 80,000.00.

David P. Kuehne
DAVID P. KUEHNE

State of New Jersey, County of) ss.: Be it Remembered,
that on 19 , before me, the subscriber,

personally appeared
who, being by me duly sworn on a oath, deposes and makes proof to my satisfaction, that
he is the Secretary of

the Corporation 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 the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said President as and for the voluntary act and deed of said Corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as attesting witness;
and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced
by the within deed, as such consideration is defined in P.L. 1988, c. 49, Sec. 1 (c), is \$

Sworn to and subscribed before me,
the date aforesaid.

~~REPRODUCED FROM THE ORIGINAL RECORDS OF THE
NEW JERSEY DEPARTMENT OF TREASURY~~

Prepared by: David P. Kuehne, Esq.

BOOK 6318 PAGE 620

DEED

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

[Signature]
MICHAEL GROSS, ESQ.

This Deed is made on April 12, 1999.

BETWEEN

MICHAEL GROSS and MERYL GROSS, h/w

whose address is 14 Route 4, River Edge, NJ 07661

referred to as the Grantor,

AND

14 ROUTE 4, L.L.C.

whose post office address is 14 Route 4, River Edge, NJ 07661

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 DOLLAR-- (\$1.00).

The Grantor acknowledges receipt of this money.

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

Block No. 1402 Lot No. 4 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 Borough of River Edge and State of New Jersey. The legal description is:

BEGINNING at a point in the westerly line of Lakeview Street, distant therein northerly 193.65 feet from its intersections with the northerly line of North Lake Drive, if both were produced to intersect, and as both are shown on the Map hereinafter referred to, and from said beginning point running thence

- (1) North 77 degrees 54 minutes 45 seconds West, 100 feet; thence
- (2) North 12 degrees 05 minutes 15 seconds East, 50 feet; thence
- (3) South 77 degrees 54 minutes 45 seconds East, 100 feet to the said line of Lakeview Street; and thence
- (4) Along the same, south 12 degrees 05 minutes 15 seconds west, 50 feet to the point of Beginning.

Being the same premises known as 14 Route 4, in the Borough of River Edge, County of Bergen and State of New Jersey.

Being the same premises conveyed to the Grantors by Deed dated February 26, 1981 and recorded in the Bergen County Clerk's Office on March 3, 1981 in Book 6618 of Deed of said County, Page 619.

Consideration: EXEMPT
Realty Transfer: EXEMPT
Fees: 24.00
By: M.D.

COUNTY CLERK
058807

RECORDED - BERGEN COUNTY
99 APR 12 AM 10:30

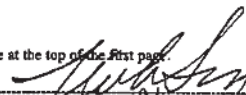
BK 0158 PG 376

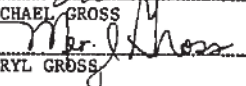
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as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


JEAN C. KEATING


MICHAEL GROSS (Seal)

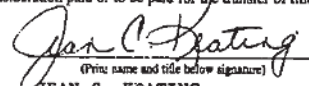

MERYL GROSS (Seal)

STATE OF NEW JERSEY, COUNTY OF BERGEN SS.:
I CERTIFY that on April 12, 1999,

MICHAEL GROSS and MERYL GROSS, h/w

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

- (a) was the maker of the attached 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 N.J.S.A. 46:15-5.)


(Print name and title below signature)
JEAN C. KEATING
JEAN C. KEATING
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 8, 2003

BK 8158 PG 377

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016
GRVST-1

PARTIAL EXEMPTION
(c. 178, P. L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF BERGEN

RS.

FOR RECORDER'S USE ONLY

Consideration \$ _____
Realty Transfer Fee \$ _____
Date _____ By _____

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Michael Gross, being duly sworn according to law upon his/her oath deposes and says that he/she is the Grantor in a deed dated April 12, 1999, transferring real property identified as Block No. 1402 Lot No. 4 located at 14 Route 4, River Edge, New Jersey 07661 and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to 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 title is \$ _____

(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. for a consideration of less than \$100.00

Handwritten: MTG BK 7125 pg. 458
IS OPEN CREDIT LINE of \$100, on which there is NO BALANCE DUE

(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 Realty Transfer Fee imposed by c.178, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
 - Grantor(s) 62 yrs. of age or over.*
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8)
 - Grantor(s) legally blind.*
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- DISABLED (See Instruction #8)
 - Grantor(s) permanently and totally disabled.*
 - One or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #9)
 Affordable According to H.U.D. Standards.
 Meets Income Requirements of Region.
 Reserved for Occupancy.
 Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9)
 Entirely new improvement.
 Not previously used for any purpose.
 Not previously occupied.

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 the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this

12th day of April, 1999

Jean C. Keating

JEAN C. KEATING

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES JAN 6, 2000

Signature of Michael Gross
14 Route 4
River Edge, NJ 07661

MICHAEL GROSS

14 Route 4
River Edge, NJ 07661

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18-8.12).
TRIPPLICATE - Pink copy is your file copy.

BK 8158 PG 378

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

Consideration : 317000.00
Realty Transfer Fee : 1360.00
State Portion : 792.35
County Portion : 327.15
Municipality Portion : 286.50

163748 Deed
Kathleen A. Donovan Recording Fee 22.00
Bergen County Clerk
Recorded 01/03/2002 13:50

Deed

This Deed is made on January 2, 2002.

BETWEEN

14 Route 4, L.L.C.

whose post office address is 60 White Beeches Drive, Washington Twp., NJ 07676

referred to as the Grantor,

AND

BCF Investors, L.L.C.

whose post office address is 473 Sylvan Avenue, Englewood Cliffs, NJ 07632

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 \$317,000.

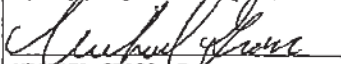
The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 48:15-1.1) Municipality of
Block No. 1402 Lot No. 4 Qualifier No. Account No.
 No lot and block or account 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 Borough of River Edge
County of Bergen 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.)

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


MICHAEL GROSS, Esq.

(For Recorder's Use Only)



BEING known and designated as Lot 23 and Part of Lots 24 and 6 in Block 101, as shown on a certain map entitled "North Hackensack Park, Section 2, Property of the N.T. Hegeman Co." filed in the Bergen County Clerk's Office on August 2, 1922 as Map No. 1795 and described as follows:

BEGINNING at a point in the westerly line of Lake View Street where the same is intersected by the division line between Lots 22 and 23 in Block 101 as shown on the aforementioned Map No. 1795, which point is distant 200.00 feet southerly from the corner formed by the intersection of the westerly line of Lake View Street with the southerly line of Oswego Place, if both were produced to a point, and from thence running (1) South 12 degrees 05 minutes 15 seconds West and along the westerly line of Lake View Street, 50.00 feet to a point in the northerly line of New Jersey State Highway Route 4; thence (2) North 77 degrees 54 minutes 45 seconds West and along the northerly line of said Route 4, 86.41 feet to a point; thence (3) In a general westerly direction and along the northerly line of said Route 4, and along the arc of a curve bearing to the right with a radius of 5779.65 feet, an arc distance of 14.65 feet, which a chord bearing of North 55 degrees 51 minutes 52 seconds West and a chord distance of 14.65 feet to a point in the division line of Lots 5 and 24; thence (4) North 12 degrees 05 minutes 15 seconds East and along said division line of Lots 5 and 24, 19.50 feet to a point in the division line of Lots 5 and 6; thence (5) North 77 degrees 54 minutes 45 seconds West and along said division line of Lots 5 and 6, 54.03 feet to a point in the northerly line of said Route 4; thence (6) In a general westerly direction and along said northerly line of Route 4, and along the arc of a curve bearing to the right with a radius of 5779.65 feet an arc distance of 49.66 feet with a chord bearing of North 55 degrees 42 minutes 22 seconds West and chord distance of 49.66 feet, to a point in the easterly line of Oneida Drive; thence (7) North 12 degrees 05 minutes 15 seconds East and along the easterly line of Oneida Drive, 6.23 feet to a point in the division line of Lots 6 and 7; thence (8) South 77 degrees 54 minutes 45 seconds East and along the division line of Lots 6 and 7, and along the said division line of Lots 22 and 23, 200.00 feet to the westerly line of Lake View Street and the point or place of BEGINNING.

ALSO KNOWN AS 14 Route 4, River Edge, NJ 07661.

BK 8432 PG 475

The street address of the Property is:

14 Route 4, River Edge, NJ 07661

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:

Lisa M. D'Altilio

Michael Gross (Seal)

Meryl Gross (Seal)

Meryl Gross (Seal)

STATE OF NEW JERSEY, COUNTY OF BERGEN

SS:

I CERTIFY that on January , 2002

Michael Gross and Meryl Gross

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 \$ 317,000 . 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. 46:16-5.)

RICHARD BROVARONE, ESQ.
14 ROUTE 4
RIVER EDGE, NJ 07661

Lisa M. D'Altilio
LISA M. D'ALTILIO
(Print name and title) NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 10/19/2004

ABSTRACTED

19144224038



(15P)
170

MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT

61483 Mortgage
Kathleen A. Donovan Recording Fee 170.00
Bergen County Clerk
Recorded 05/31/2007 09:11

OF RENTS

THIS MORTGAGE made the 22nd day of May, 2007, by BCF INVESTORS, L.L.C., a limited liability company of the State of New Jersey, with an address at 14 Route 4 West, River Edge, New Jersey 07661, hereinafter called the "Mortgagor"; in favor of NORTH JERSEY COMMUNITY BANK, its successors and/or assigns, located at 180 Sylvan Avenue, Englewood Cliffs, New Jersey 07632, hereinafter called the "Mortgagee".

WHEREAS, the Mortgagor is indebted to the Mortgagee in the principal sum of SIX HUNDRED FIFTY THOUSAND (\$650,000.00) DOLLARS as evidenced by a Note (the "Note") of Mortgagor and dated the date of execution and delivery hereof, and

WHEREAS, to induce the Mortgagee to make a loan to the Mortgagor and to secure the repayment of the Note, Mortgagor has agreed to grant this Mortgage to Mortgagee;

NOW THIS INDENTURE WITNESSETH, that Mortgagor, to secure the payment of the said sum of money mentioned in the conditions of said Note with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Mortgagor herein contained and as contained in the Note (the terms and conditions of which are incorporated herein by reference), and for and in consideration of the sum of One (\$1.00) Dollar to Mortgagor in hand paid by Mortgagee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, release, convey and confirm unto Mortgagee, its successors and assigns forever:

All that (those) tract(s) or parcel(s) of land and premises situate, lying and being in the Borough of River Edge, in the County of Bergen and State of New Jersey, more particularly described as follows:

SEE SCHEDULE A ATTACHED HERETO AND
MADE A PART HEREOF.

TOGETHER with all and singular the tenements, hereditaments, rights of way, easements and appurtenances thereunto belonging, or in anyway appertaining, and the reversion or reversions, remainder and remainder, and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor of, in and to the same and every part and parcel thereof, with the appurtenances; and also the buildings, structures and improvements now and hereafter constructed thereon, and the fixtures and equipment now and hereafter installed therein and the necessary for or adapted to the appropriate use and enjoyment thereof, all of which it is hereby covenanted shall be deemed to be real property; TO HAVE AND TO HOLD the above granted and described premises, with the appurtenances, buildings, fixtures, equipment and improvements, unto Mortgagee, its successors and assigns, to its and their own proper use, benefit and behalf forever.

PROVIDED ALWAYS, as these presents are upon this express condition, that if Mortgagor shall pay unto Mortgagee, its successors or assigns, the said sum of money set forth in the Note, and the interest thereon, and all additions thereto pursuant to the provisions of said Note or of this Mortgage, without any deduction or credit for any amount payable for taxes in accordance with the terms of said Note, and hereof, then these presents and the estate hereby created shall cease, determine and be void.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **PAYMENT OF SUMS SECURED.** Mortgagor shall cause Borrower to pay promptly to Mortgagee the principal and interest owing on said Note and all other payments provided for therein, including all other amounts secured hereby from time to time expended by Mortgagee with interest thereon at the rates set forth in the Note, without any deduction or credit for any amount paid for taxes assessed or to be assessed upon the mortgaged premises, and shall cause Borrower to keep and perform every other term, provision, covenant and agreement of the Note and this Mortgage.

2. **TAX AND INSURANCE ESCROW.** Mortgagor shall, if required by Mortgagee, also, in addition to the aforesaid monthly installments of principal and interest, deposit with Mortgagee in a non-interest bearing account, until the Note secured hereby is fully paid, a sum equal to one-twelfth (1/12) of the known or estimated annual real estate taxes and assessments (estimated by Mortgagee) levied or to be levied against the mortgaged premises, and, if required by Mortgagee: (a) one-twelfth (1/12) of the annual premiums that will become due and payable to maintain in force the fire and other hazard insurance on the mortgaged premises; and/or (b) such sums as are necessary to assure the timely payment of all other charges described in paragraphs 5 and 6, below, to be applied by Mortgagee to the payment of such taxes, assessments, insurance premiums, and other charges when due. If the total of such monthly payments for taxes, assessments, insurance premiums, and other charges shall exceed the amounts actually paid by Mortgagee for taxes, assessments, insurance premiums and other charges, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature but if the total of such monthly payment shall be insufficient to pay taxes, assessments, insurance premiums and other charges when due, then Mortgagor shall cause Borrower to pay to Mortgagee, on demand, any amount necessary to make up the deficiency. If Mortgagee, pursuant to any provision hereof, declares the indebtedness secured hereby to be due and payable, Mortgagee may then apply all sums in said account to the reduction of the indebtedness secured hereby.

3. **WARRANTY OF TITLE.** Mortgagor warrants that it is lawfully seized of an indefeasible estate in fee simple in the mortgaged premises, and will warrant and forever defend this title thereof unto the Mortgagee against all lawful claims whatsoever.

4. **INSURANCE.** With respect to insurance:

A. Mortgagor shall keep in effect upon the mortgaged premises insurance against loss or damage by fire and such other hazards, by such insurers, in such amounts, of such types and containing such provisions as Mortgagee may reasonably specify, including, but not limited to, fire insurance with extended coverage and standard mortgagee and replacement cost endorsements and vandalism or malicious mischief insurance. If required by Mortgagee, Mortgagor shall also carry rental value insurance in form and with companies acceptable to Mortgagee with the required amount of such rental value insurance being equal to a minimum amount of nine (9) months' gross income from the mortgaged premises as if fully leased at the then current market rental rate.

B. If at any time during the term of this Mortgage and any extensions or renewals of the same, the land of the mortgaged premises is designated a "flood prone" area pursuant to the Flood Disaster Protection Act of 1973 (U.S.C.) or any amendments or supplements thereto, Mortgagor shall obtain flood insurance in such total amount as Mortgagee may from time to time require and shall otherwise comply with the National Flood Insurance Program as set forth in the said Flood Disaster Protection Act of 1973, as the same may, from time to time be amended.

C. Mortgagor shall pay the premiums on said policies as they become payable, and shall deliver to Mortgagee said policies, with standard mortgagee clauses in favor of Mortgagee attached. Mortgagee may at its option require Mortgagor to maintain said required policies in Mortgagor's possession in lieu of delivering said policies to Mortgagee, in which event said policies shall be kept available by Mortgagor at all times for return to the Mortgagee or for inspection by Mortgagee,

its agents or insurers, and said requirement may be withdrawn by Mortgagee at any time.

D. All renewal policies shall be delivered, by Mortgagor, premiums paid, to Mortgagee at least thirty (30) days before the expiration of the expiring policies. The insurance company shall agree in the policy to provide Mortgagee with thirty (30) days prior written notice before any termination or cancellation becomes effective as to Mortgagee. If Mortgagee becomes the owner of the mortgaged premises or any part thereof by foreclosure or otherwise, such policies shall become the absolute property of Mortgagee. In the event of damage by fire, other casualty or catastrophe, Mortgagor agrees forthwith thereafter to restore the mortgaged premises to their prior condition, irrespective of adequacy or availability of insurance proceeds.

E. In the event that Mortgagor shall for any reason fail to keep the mortgaged premises so insured or fail to deliver the policies of insurance to the Mortgagee, or fail to pay the premiums thereon, the Mortgagee, if it so elects, may have such insurance written solely protecting its own interest in the mortgaged premises and pay the premiums thereon, and any premiums so paid shall be secured by this Mortgage and repaid by the Mortgagor within ten (10) days after payment by Mortgagee. In default thereof, the whole unpaid balance of the principal sum evidenced by the Note together with accrued interest thereon plus the amount of the insurance premium, with interest at an annual rate which is equal to five percentage (5%) points over and above the interest rate set forth in the Note (hereinafter called the "Default Interest Rate") on such premium amount from the date of payment thereof, may be and shall become due at the election of the Mortgagee upon demand, anything herein to the contrary notwithstanding.

F. Mortgagee shall be entitled to receive all insurance proceeds, and, at its option and in its sole discretion, shall be entitled to apply the same on account of the mortgage indebtedness and/or to reimburse Mortgagor for the cost of replacement or repair of the mortgaged premises.

G. All insurance companies providing insurance policies in satisfaction of Mortgagor's obligation hereunder shall be acceptable to Mortgagee.

5. WASTE, MAINTENANCE, COMPLIANCE, INSPECTION, AND RESERVES. Mortgagor shall not commit, permit or suffer any waste, impairment or deterioration of the mortgaged premises; shall not remove or demolish, or alter in any substantial manner the structure or character of any building at any time erected on the mortgaged premises without the prior written consent of Mortgagee; shall maintain the mortgaged premises in good condition and repair; shall not remove, sell or otherwise dispose of any fixture or personal property without prior written consent of Mortgagee unless the same shall be replaced or substituted by fixtures or personal property of like character and equivalent value and not subject to any encumbrance or security interest; and shall comply with any present or future municipal, city, county, state, federal or other governmental law, order, rule, ordinance or regulation affecting the mortgaged premises. Mortgagee shall have the right, but not the duty, to enter upon the mortgaged premises at any reasonable hour to inspect the order, condition and repair thereof.

In the event any such inspection reveals, in the sole and absolute discretion of the Mortgagee, the necessity for any immediate or future repair, replacement or maintenance of the mortgaged premises or any part thereof, Mortgagor shall at the direction of the Mortgagee either: (a) cause such repairs, replacements or maintenance to be effected immediately; and/or (b) establish a non-interest bearing reserve fund with the Mortgage in an amount determined by the Mortgagee for the purpose of effecting such repairs, replacements or maintenance in the future. Mortgagor shall make payments into such reserve fund at such times and in such amounts as shall be determined by the Mortgagee.

If the mortgaged premises or any part thereof is damaged by fire or any other cause, Mortgagor will give immediate written notice of the same to Mortgagee.

6. TAXES AND OTHER CHARGES. Mortgagor shall pay all real estate taxes,

water and sewer rents, fines, impositions, and other similar claims and liens assessed, or which may be assessed, against the mortgaged premises or any part thereof, and will not claim any credit on or make any deduction from the interest or principal hereby secured by reason thereof, not later than ten (10) days before the dates on which such taxes, water and sewer rents, fines, impositions, claims and liens commence to bear interest or penalties, and not later than such dates shall produce to Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, fine, imposition, lien or encumbrance which may at any time be or become a lien upon the mortgaged premises prior to, or on a parity with, the lien of this Mortgage; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, assessments, charges, or the validity thereof, and shall have established on its books or by deposit of cash with Mortgagee (as Mortgagee may elect) a reserve for the payment thereof in such amount as Mortgagee may reasonably require then Mortgagor shall not be required to pay the same, or to produce such receipts during the maintenance of said reserve and as long as such contest operates to prevent collections, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor. In addition to the foregoing Mortgagor will pay when due and will not suffer to remain outstanding, any charges for utilities, whether public or private, with respect to the mortgaged premises.

7. **FUTURE IMPOSITIONS.** If at any time the United States Government or any department, agency or bureau thereof shall require internal revenue stamps on the Note secured hereby, upon demand Mortgagor shall pay the same; and on default of such payment within fifteen (15) days after demand for same, Mortgagee may pay for such stamps and add the amount so paid to the principal indebtedness evidenced by the Note and secured by this Mortgage, and said additional principal shall bear interest at the Default Interest Rate. If any law, rule, regulation or ordinance adopted hereafter by any federal, state or local government, or any department, agency or bureau thereof, imposes a tax on Mortgagee with respect to the mortgaged premises, the value of Mortgagor's equity therein, the amount of indebtedness secured hereby, the Note, or this Mortgage, Mortgagee shall have the right at its election from time to time to give Mortgagor thirty (30) days written notice to pay such indebtedness secured hereby, whereupon such indebtedness shall become due, payable and collectible at the expiration of such period of thirty (30) days, unless prior thereto, lawfully and without violation of usury or other laws, Mortgagor has paid any such tax in full as the same became due and payable, in which event such notice shall be deemed to have been rescinded with respect to any right of Mortgagee hereunder arising by reason of the tax so paid. No prepayment charge or premium shall apply to any payment of the indebtedness secured hereby pursuant to any such notice, if the payment is made before the expiration of such period of thirty (30) days.

8. **SECURITY AGREEMENT; ADDITIONAL SECURITY.** This Mortgage creates a security interest in the property included in the mortgaged premises and in all replacements, substitutions and future additions thereto and constitutes a security agreement under the New Jersey Uniform Commercial Code. Mortgagor shall execute, file and refile such financing statements or other security agreements as Mortgagee shall require from time to time with respect to property included in the mortgaged premises. Mortgagor hereby authorizes Mortgagee to file such financing statement or statements pursuant to the said Uniform Commercial Code, without the signature of Mortgagor, as Mortgagee may deem necessary to perfect such interest or right in its favor.

9. **LEASES, RENT ROLL AND FINANCIAL STATEMENTS.** The Mortgagor will comply with and observe its obligations as landlord under all leases affecting the mortgaged premises or any part or parts thereof. No existing or future lease shall be renewed, entered into, canceled, surrendered, or modified without the prior written consent of Mortgagee. Mortgagor shall notify the Mortgagee immediately of any default asserted by any tenant under such a lease. If Mortgagor fails to cure such default on its part, as landlord under any such lease, then Mortgagor expressly authorizes Mortgagee, at its option to cure such default in order to prevent termination of any such lease by any such tenant, and the leases shall set forth the foregoing provisions. Mortgagee may expend such sums of money as Mortgagee, in its sole reasonable discretion, deems necessary for any such purpose, and Mortgagor hereby agrees to pay to Mortgagee, together with interest thereon from the date of each such payment at the Default Interest Rate. All sums so expended by Mortgagee, and the interest thereon,

shall be added to and secured by this Mortgage. If, by reason of default of Mortgagor in the performance of any such lease, the tenant has the right to cancel such lease or to claim any diminution of or offset against future rents, then, at the option of Mortgagee, such default shall be a default under the Note and this Mortgage. The Mortgagor will furnish to the Mortgagee in such reasonable detail as the Mortgagee may request, certified by the Mortgagor, copies of all rent rolls and leases relating to the premises. Further, the Mortgagor, upon request, will furnish to the Mortgagee information relative to the occupancy and vacancy rates of the premises.

Mortgagor agrees that it will not, without the prior written consent of the Mortgagee, assign the rents, issues or profits, or any part thereof, from the mortgaged premises, receive or collect rents from any tenant, sub-tenant, premises for a period of more than one (1) month in advance, nor will Mortgagor grant any concessions to any of the foregoing persons or parties which will in any way reduce the monthly rentals as stated in any lease, and further that all leases on said mortgaged premises shall not be modified so as to in any way reduce the rental without the prior written consent of the Mortgagee, which consent will not be unreasonably withheld or unduly delayed.

Mortgagor authorizes Mortgagee at its option to foreclose this Mortgage subject to the rights of any tenants of the mortgaged premises, and the failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the indebtedness secured hereby.

As long as the debt secured hereby remains unpaid in whole or in part, Mortgagor covenants that within 90 days of the end of each fiscal year, Mortgagor shall supply to Mortgagee a balance sheet, statement of income and cash flows audited by Certified Public Accountants acceptable to Mortgagee. All financial statements must be completed according to the Mortgagee's specifications and must be satisfactory to Mortgagee in all respects. Any financial statement of reviewed or audited quality or other document which is required by the Mortgagee or has been submitted to the Mortgagee and which is the result of professional services provided by an accountant, shall be accompanied by a writing signed by the accountant, in a form satisfactory to the Mortgagee, that the accountant acknowledges that the Mortgagee will rely on the statement, report or other document and that the Mortgagor knows of the intended reliance by the Mortgagee.

Mortgagor shall also provide to Mortgagee current personal financial statements of any guarantors on an annual basis. All financial statements must be completed on Mortgagee's forms according to Mortgagee's specifications and must be satisfactory to the Mortgagee in all respects.

Mortgagor shall provide Mortgagee with copies of income tax returns of Mortgagor and any guarantors as filed with the Internal Revenue Service within 10 days of the filing of such returns, and in the event that an extension or extensions are requested, Mortgagor shall provide Mortgagee with copies of such extension requests.

10. RIGHT TO REMEDY DEFECTS. Whether or not an event of default shall have occurred, if Mortgagor does not pay any amount payable by it under, or fails to comply with any provision of, this Mortgage or the Note which it secures, Mortgagee may pay such amount or comply with such provision (including but not limited to the preparation of the required operating and financial statements described in paragraph 9) and make such expenditures, including reasonable counsel fees, in connection therewith and with enforcing this Mortgage and the Note, for repairing, maintaining and preserving the mortgaged premises, for establishing, preserving, protecting and restoring the priority of the lien hereof, for obtaining official tax searches of the mortgaged premises, for protecting and preserving any use being made of the mortgaged premises now or hereafter, and for advances to any trustee or receiver of the mortgaged premises, as Mortgagee deems advisable; each amount so paid or expended, with interest at the Default Interest Rate, shall become part of the indebtedness and be secured hereby; and Mortgagor shall pay to Mortgagee, on demand, the amount of each payment or expenditure, with interest at the Default Interest Rate, but no such payment or compliance by Mortgagee shall constitute a waiver of Mortgagor's failure to do so or affect any right or remedy of Mortgagee with

respect thereto.

11. **CONDEMNATION.** Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or taking the mortgaged premises by the exercise of the power of eminent domain or purchase under threat thereof, of the whole or any part of the mortgaged premises, or any easement or interest therein, shall promptly notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in such proceedings and the Mortgagor from time to time will deliver to the Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken, or for damage to property not taken, is hereby assigned to and shall be received and collected by the Mortgagee, and applied, at the option of the Mortgagee in such proportions and priority as Mortgagee may elect toward immediate payment of the principal indebtedness or any other sum secured hereby (notwithstanding that the amount owing thereon may not then be due and payable), or to reimburse the Mortgagor for the cost of the repair and restoration of the mortgaged premises, provided that the excess over the amount of the indebtedness shall be paid to the Mortgagor.

Notwithstanding any taking by eminent domain, alteration of the grade of any street or other injury to or decrease in value of the mortgaged premises, Mortgagor shall continue to pay interest as provided in the Note until any such award or payment shall have been actually received by Mortgagee and any reduction in the principal sum resulting from the application by Mortgagee of such award or payment as hereinabove set forth shall be deemed to take effect only the date of such receipt.

12. **RESTRICTIVE COVENANTS.**

A. Mortgagor shall not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the mortgaged premises.

B. Mortgagor shall not permit to exist any interest, lien, charge or encumbrance in or on the mortgaged premises ranking prior to or on a parity with the lien hereof, other than those liens permitted under the terms hereof.

C. Mortgagor shall not install, or permit to be installed, in or on the mortgaged premises any new fixture or equipment in replacement of substitution for or addition to, any fixtures or equipment in or on the mortgaged premises, if such new fixture or equipment would be subject to a security interest held by any person other than Mortgagee, without the consent of Mortgagee which will not be unreasonably withheld or unduly delayed.

D. Mortgagor shall not convey, transfer or alienate the mortgaged premises or any part thereof, either voluntarily or by operation of law. Furthermore, mortgagor shall not create a mortgage or other lien on the mortgaged premises or any part thereof. If Mortgagor is a corporation, then a merger, consolidation or dissolution of Mortgagor or the transfer of sale of a controlling interest in the stock thereof shall be deemed to be a conveyance of the mortgaged premises under this Paragraph D. If Mortgagor is a partnership or joint venture, then the transfer or sale of a venturer's or partnership interest therein shall also be deemed to be such a conveyance.

13. **EVENTS OF DEFAULT.** The following shall constitute events of default under this Mortgage, subject to the grace period set forth in the Note ("Events of Default"):

A. The failure of Mortgagor to pay any installment of principal, interest, or principal and interest when due and payable;

B. The failure of Mortgagor to pay any other sum required to be paid in the Note, this Mortgage, or any other Loan Documents as defined in the Note, when the same is due and payable;

C Failure of the Mortgagor to perform or observe any other term, provision, covenant or agreement in the Note, or in this Mortgage (including but not limited to paragraph 5 of the Mortgage), or any other instrument and/or agreement between Mortgagor and Mortgagee including the Loan Documents as defined in the Note, or the violation or attempted violation or breach of any covenant contained in Paragraph 12 or elsewhere in this Mortgage;

D. If any representation or warranty made by the Mortgagor (or its officers or representatives) herein or in any of the documents submitted in connection with this Mortgage loan (including but not limited to the mortgage loan application and financial statements) shall prove to be false or misleading in any material respect when made;

E. If the Mortgagor shall have applied or consented to the appointment of a custodian, receiver, trustee or liquidator, or other court appointed fiduciary of all or a substantial part of its property; or a custodian shall have been appointed with or without the consent of the Mortgagor; or Mortgagor is not generally paying its debts as they become due by means of available assets and the fair use of credit; or has made a general assignment for the benefit of creditors; or has committed an act of bankruptcy, or has filed a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or seeking to take advantage or any insolvency law, or an answer admitting the material allegations of a petition in any bankruptcy, reorganization or insolvency proceeding; or has corporate action for the purpose of effecting any of the foregoing; or if within sixty (60) days after the commencement of any proceeding against the Mortgagor seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed; or if, within sixty (60) days after entry of an Order for Relief under the present Bankruptcy Code, or similar order under future similar legislation, or the appointment of any trustee, receiver, custodian, liquidator, or other court appointed fiduciary of the Mortgagor (without the consent or acquiescence of such party), or of all or any substantial part of its property or any of the encumbered mortgaged premises; such order or appointment shall not have been vacated or stayed on appeal or otherwise or if, within sixty (60) days after the expiration of any such stay, such order or appointment shall not have been vacated;

F If Mortgagor changes the identity of the persons or entities managing the mortgaged premises, or if there is any change in the principals, directors and/or officers of Mortgagor.

14. **REMEDIES.** Upon the happening of any one or more of said Events of Default, the entire unpaid balance of the principal, the accrued interest, and all sums secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable without notice or demand, and Mortgagee may forthwith undertake, by way of example and not a limitation, any one or more of the following:

A. Recover judgment against Mortgagor for the entire unpaid principal balance, accrued interest, and all other sums secured by this mortgage; and neither the recovery of judgment nor the levy of execution thereof on any property, including the mortgaged premises, shall affect Mortgagee's rights hereunder or the lien hereof, and/or

B. Enter upon and take possession of the mortgaged premises, and let the same, and receive the rents, issues and profits thereof, and apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured, with full power and authority to the said Mortgagee to institute and prosecute all legal actions or proceedings as may be necessary for the protection of said premises and as may be necessary to recover possession of the whole or any part thereof, to collect the rents then due and unpaid and thereafter becoming due, and to remove any and all tenants or other persons from said premises, and to pay the costs and expenses of all such suits, actions and proceedings out of the rent received, and to maintain said premises and to keep the same in repair, and to pay all costs and expenses of operating and maintaining said premises in good repair and

condition, including the services of all employees, and to pay all taxes, assessments, utility charges, and water rents then due or thereafter becoming due and payable, and all premiums of insurance required by the Mortgagee to be carried hereunder, and to pay an agent to rent and manage said premises and collect the rents and profits thereof, and to pay the reasonable value of such agent's services, and all the aforesaid charges and expenses, out of the rent received; and/or

C. Apply for the appointment of a receiver of the rents and profits of the mortgaged premises, and be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the mortgaged premises as security for the amounts due to Mortgagee or of the solvency of any persons obligated for the payment of such amounts; and/or

D. Prosecute, appeal, defend, compromise and settle all tax appeals respecting the mortgaged premises and recover and apply in reduction of the indebtedness secured hereby all proceeds therefrom, which proceeds are hereby assigned by Mortgagor to Mortgagee;

E. Take such other action to protect and enforce Mortgagee's rights hereunder and the lien hereof, as Mortgagee deems advisable, including:

1. The foreclosure hereof, subject, at Mortgagee's option, to the rights of tenants and other persons in the mortgaged premises; and

2. The sale of the mortgaged premises, in a foreclosure proceeding, in one or several parcels, at Mortgagee's option and without obligation to have the mortgaged premises marshalled.

F. Take any other action permitted by any of the Loan Documents as defined in the Note.

15. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; MORTGAGEE IN POSSESSION. As part of the consideration for the indebtedness evidenced by the Note, Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee all the rents and revenues of the Property, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Mortgagor hereby authorizes Mortgagee or Mortgagee's agent to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to an occurrence of an Event of Default under the Loan Documents, Mortgagor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Mortgagee. It being intended by Mortgagor and Mortgagee that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagor of the breach by Mortgagor of any covenant or agreement of Mortgagor in this Instrument, and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of all rents and revenues of the Property as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Mortgagor as trustee for the benefit of Mortgagee only; provided, however, that the written notice by Mortgagee to Mortgagor of the breach by Mortgagor shall contain a statement that Mortgagee exercise its rights to such rents. Mortgagor agrees that commencing upon delivery of such written notice of Mortgagor's breach by Mortgagee to Mortgagor, each tenant of the Property shall make such rents payable to and pay such rents to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Mortgagor.

Mortgagor hereby covenants that Mortgagor has not executed any prior assignment of said

rents, that Mortgagor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Mortgagee from exercising its rights under this paragraph, and that at the time of execution of this Instrument there has been no anticipation or prepayment of any of the rents of the Property for more than one month prior to the due dates of such rents. Mortgagor covenants that Mortgagor will not hereafter collect or accept payment of any rents of the Property more than one month prior to the due dates of such rents. Mortgagor further covenants that Mortgagor will execute and deliver to Mortgagee such further assignments of rents and revenues of the Property as Mortgagee may from time to time reasonably request.

Upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Instrument, Mortgagee may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Mortgagee's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution of termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Instrument. In the event Mortgagee elects to seek the appointment of a receiver for the Property upon Mortgagor's breach of any covenant or agreement of Mortgagor in this Instrument, Mortgagor hereby consents to the appointment of such receiver. Mortgagee or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Mortgagee to Mortgagor of the breach of Mortgagor of any covenant or agreement of Mortgagor in this Instrument shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as lessor or landlord of the Property and then to the sums secured by this Instrument. Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Property by reason or anything done or left undone by Mortgagee under this paragraph.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Instrument. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law.

Any entering upon and taking and maintaining of control of the Property by Mortgagee or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Instrument ceases to secure indebtedness held by Mortgagee.

16. **NOTICE.** A notice which is mailed by first class mail, to Mortgagor or to the person or persons who are then the owner or owners of the mortgaged premises at said premises or at such other address as Mortgagor shall designate to Mortgagee in writing and a notice to Mortgagee or such other person as shall be designated by Mortgagee to Mortgagor in writing by first class mail shall be sufficient notice when required under this Mortgage.

17. **MORTGAGEE'S RIGHTS CUMULATIVE.** The rights and remedies of

Mortgagee hereunder shall be in addition to every other right and remedy now and hereafter provided by law; the rights and remedies of Mortgagee shall be cumulative and not exclusive of the other; Mortgagee may exercise the same at such times, in such order, to such extent, and as often as Mortgagee deems advisable, and without regard to whether the exercise of one precedes, concurs with, or succeeds the exercise of another; no delay or omission by Mortgagee in exercising a right or remedy shall exhaust or impair the same, or constitute a waiver of, or acquiescence in, the default; and no waiver of a default by Mortgagee shall extend to or affect any other default or impair any right or remedy with respect thereto.

18. **INDULGENCES, EXTENSIONS.** Mortgagee may allow Mortgagor any indulgences, forbearances and extensions with respect to the mortgage indebtedness, the mortgaged premises and Mortgagor's obligations hereunder, may waive compliance with any of the provisions hereof, and may release all or any part of the mortgaged premises from any lien hereof, without affecting the personal liability of any person for the payment of the debt secured hereby, or the priority of the lien hereof upon the remainder of the mortgaged premises.

19. **ESTOPPEL AFFIDAVITS.** The Mortgagor within ten (10) days after written request from the Mortgagee shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Note and whether or not any offsets or defenses exist against such principal and interest.

20. **TAXATION OF NOTE AND MORTGAGE.** If at any time before the debt hereby secured is fully paid any law of the State of New Jersey be enacted, deducting from the value of the mortgaged premises, for the purposes of taxation, the amount of any lien thereof, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Mortgagor or revising or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the Mortgagee's interest in the mortgaged premises or the manner of collection of taxes, so as to affect adversely this Mortgage or the debt hereby secured, or the owner and holder thereof in respect thereto, then, and in any such event, the Mortgagor upon demand by the Mortgagee, shall pay such taxes or assessments or reimburse the Mortgagee therefore; provided, however, that if, in the opinion of counsel for the Mortgagee, (a) it might be unlawful to require Mortgagor to make such payment; or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then in such event, the Mortgagee may elect by notice in writing given to the Mortgagor, to declare all the indebtedness secured hereby to be and become due and payable within sixty (60) days from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that Mortgagor is not obligated to pay any portion of Mortgagee's federal or state income taxes.

21. **INVALID PROVISIONS TO AFFECT NO OTHERS.** In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

22. **FURTHER ASSURANCES.** At any time, and from time to time, upon request by the Mortgagee, the Mortgagor will make, execute, acknowledge and deliver to cause to be made, executed, acknowledged and delivered or cause to be made, executed, acknowledged and delivered to the Mortgagee any and all further instruments, mortgages, conveyances, deeds, certificates, and other documents as may, in the opinion of the Mortgagee be necessary or desirable in order to effectuate, complete, confirm, enlarge or perfect or to continue and preserve the obligation of the Mortgagor under the Note and the lien of this Mortgage. Upon any failure by the Mortgagor so to do, the Mortgagee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor so to do. The Mortgagor agrees to pay all filing, registration and recording fees and all federal, state, county and municipal stamp taxes or other duties, imposts,

assessments and charges on all such instruments, certificates and documents.

23. **ADDITIONAL LOANS.** Mortgagee, at its election, may make additional loans to Mortgagor upon the security of the mortgaged premises, including fixtures, in amounts permitted by applicable law, and to be payable as agreed upon between the Mortgagor and Mortgagee in accordance with applicable law, and the amounts of such additional loans, together with the interest thereon, shall be liens on the mortgaged premises added to the amount of said Note and secured by these presents.

24. **SUCCESSORS AND ASSIGNS.** All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the land and bind the Mortgagor, the heirs, distributees, legal representatives, successors and assigns of the Mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the mortgaged premises and shall inure to the benefit of the Mortgagee, the successors and assigns of the Mortgagee and all subsequent holders of this Mortgage. As used herein the singular shall include the plural and any word denoting gender shall include all persons, natural and artificial, as the context requires.

25. **CAPTIONS.** The captions herein are asserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

26. **GOVERNING LAW.** This Mortgage has been executed and delivered in the State of New Jersey and is to be construed and enforced according to and governed by the laws of the State of New Jersey.

27. **ACCOUNT RELATIONSHIP.** The Mortgagor agrees to maintain the primary operating account at Mortgagee.

28. **ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND COVENANTS.**

A. To the best of Mortgagor's knowledge, after due inquiry and investigation, none of the real property owned and/or occupied by Mortgagor or any tenant of Mortgagor located in the State of New Jersey, including, but not limited to the Mortgaged Premises has ever been used by previous owners and/or operators to refine, produce, store, handle, transfer, process or transport "Hazardous Substances" as such term is defined in N.J.S.A. 58:10-23.11b(k), and Mortgagor is not and has not in the past, nor does Mortgagor intend in the future, to use said real property, or allow said real property to be used for the purpose of refining, producing, storing, handling, transferring, processing or transporting said "Hazardous Substances".

B. None of the real property owned and/or occupied by Mortgagor and located in the State of New Jersey including, but not limited to, the Mortgaged Premises, has or is now used as a "Major Facility", as such term is defined in N.J.S.A. 58:10-23.11b(l) and said real property, including, but not limited to the Mortgaged Premises, will not be used as a "Major Facility".

C. To the best of Mortgagor's knowledge, after due inquiry and investigation, no lien has been attached to any revenues or any real or personal property owned by Mortgagor and located in the State of New Jersey, as a result of the chief executive of the New Jersey Spill Compensation Fund expending monies from said fund to pay for "Damages" as such term is defined in N.J.S.A. 58:10-23.11b(d), arising from an intentional or unintentional action or omission of Mortgagor, any tenant of Mortgagor, or any previous owner and/or operator of said real property, including, but not limited to the Mortgaged Premises, resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of "Hazardous Substances", as such term is defined in N.J.S.A. 58:10-23.11b(k), into waters of the State of New Jersey or onto lands from which it might flow or drain into said waters or into waters outside the jurisdiction of the State of New Jersey where damage may have resulted to

the lands, waters, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey.

D. Mortgagor has not received a summons, citation directive, letter or other communication, written or oral from the New Jersey Department of Environmental Protection and Energy concerning any intentional or unintentional action or omission on Mortgagor's part or the part of any tenant of Mortgagor resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of "Hazardous Substances", as such term is defined in N.J.S.A. 58:1023.11b(k), into the waters or onto the lands of the State of New Jersey, or into the waters outside the jurisdiction of the State of New Jersey, or into the waters outside the jurisdiction of the State of New Jersey resulting in damage to the lands, waters, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey.

E. Mortgagor shall not cause or permit to exist, as a result of an intentional or unintentional action or omission on its part, or on the part of any of Mortgagor's tenants, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of a "Hazardous Substance" as such term is defined in N.J.S.A. 58:10-23.11b(k) into waters of the State of New Jersey or onto the lands from which it might flow or drain into said waters, or into waters outside the jurisdiction of the State of New Jersey where damage may result to the lands, waters, fish, shellfish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey, unless said release, spill, leak, etc ... is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities.

F. In the event that there shall be filed a lien against the Mortgaged Premises by the New Jersey Department of Environmental Protection and Energy, pursuant to and in accordance with the provisions of N.J.S.A. 58:10-23.11(f), as a result of the chief executive of the New Jersey Spill Compensation Fund having expended monies from said fund to pay for "Damages", as such term is defined in N.J.S.A. 58:10-23.11g, and/or "Cleanup and Removal Costs", as such term is defined in N.J.S.A. 58:10-23.11b(d), arising from an intentional or unintentional action or omission of Mortgagor, or any of its tenants, resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of "Hazardous Substances", as such term is defined in N.J.S.A. 58:1023.11b(k) into the waters of the State of New Jersey or onto lands from which it might flow or drain into said waters, then Mortgagor within thirty (30) days from the date that Mortgagor is given notice that the lien has been placed against the Mortgaged Premises or within such shorter period of time in the event that the State of New Jersey has commenced steps to cause the Mortgaged Premises to be sold pursuant to the lien, shall: (i) pay the claim and remove the lien from the Mortgaged Premises or (ii) furnish (a) a bond satisfactory to Mortgagee in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises, or (c) other security reasonably satisfactory to Mortgagee in an amount sufficient to discharge the claim out of which the lien arises.

G. Mortgagor's use and any tenant's use of the Mortgaged Premises during the term of the loan obligation will not involve the generation, manufacture, refining, transport, treatment, storage, handling or disposing of "Hazardous Waste" or "Hazardous Substance" as those terms are defined in the Industrial Site Recovery Act ("ISRA"), N.J.S.A. 13:1K-6, or the Spill Compensation and Control Act, N.J.S.A. 58:10-23.1. In the event Mortgagor or any tenant shall breach this section or in any way conduct its operations of the Mortgaged Premises or permit the Mortgaged Premises to be used or maintained so as to subject the Mortgagor or any tenant of the Mortgaged Premises to a claim or violation, the Mortgagor shall immediately remedy and fully cure such condition at its own cost and expense or cause such condition to be cured and shall indemnify and save harmless the Mortgagee from any and all damages, remedial orders, judgments or decrees, and all costs and expenses related thereto or arising therefrom, including but not limited to, attorneys' and consultants' fees, cleanup, removal and restoration costs, and loss rentals. The Mortgagor shall not lease the mortgaged premises, or any part thereof, to any tenant if such lease would subject the mortgaged premises to the provisions of the ISRA.

29. **DUE ON SALE OR ENCUMBRANCE.** In the event the Mortgagor, without prior written consent of Mortgagee, shall sell, convey, alienate, mortgage or encumber the Mortgage Premises or any part thereof, or any interest therein or shall be divested of title or interest therein in any manner or way, whether voluntary or involuntary, or in the event of any merger or consolidation or dissolution effecting the Mortgagor or a transfer of a controlling interest in Mortgagor, the entire balance of the indebtedness shall become immediately due and payable at the option of Mortgagee.

30. **OWNERSHIP OF PERSONAL PROPERTY.** All personal property shall be owned by Mortgagor and shall not be the subject matter of any lease or other transaction whereby the ownership or any beneficial interest in any of said property shall be held by any person or entity other than Mortgagor, nor shall Mortgagor create or cause to be created any security interest covering any of the property, or as may from time to time be replaced other than the security interest created in favor of Mortgagee.

31. **NO ADDITIONAL FINANCING.** During the term of this Loan or any renewal thereof, there shall be no secondary financing including so called "Wrap-Around" loans, or any additional financing or use of credit that would incur a lien on the subject premises or any fixture thereon unless specifically approved by the Lender in writing, which approval shall be at the sole and absolute discretion of the Lender.

IN WITNESS WHEREOF, Mortgagor has signed and sealed this Mortgage, or has caused this Mortgage to be executed the day and year first above mentioned.

Mortgagor acknowledges receipt of a true copy hereof without charge.

WITNESS:


BERNARD STAR, ESQ.


BERNARD STAR, ESQ.

BCF INVESTORS, L.L.C., a limited liability company of the State of New Jersey

By: 
RICHARD A. BROVARONE
Managing Member

By: 
JOHN CARFAGNO
Managing Member

SCHEDULE "A"

LEGAL DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the Borough of River Edge, County of Bergen and State of New Jersey, being more particularly described as follows:

BEING known and designated as Lot 23 and Part of Lots 24 and 6 in Block 101 as shown on a certain map entitled, "North Hackensack Park, Section 2, Property of the N. T. Hegeman Co.", filed in the Bergen County Clerk's Office on August 2, 1922, as Map No. 1795 and described as follows:

BEGINNING at a point in the westerly line of Lake View Street where the same is intersected by the division line between Lots 22 and 23 in Block 101 as shown on the aforementioned Map No. 1795, which point is distant 200.00 feet southerly from the corner formed by the intersection of the westerly line of Lake View Street with the southerly line of Oswego Place, if both were produced to a point, and from thence running

- (1) South 12° 05' 15" West and along the westerly line of Lake View Street, 50.00 feet to a point in the northerly line of New Jersey State Highway Route 4; thence
- (2) North 77° 54' 45" West and along the northerly line of said Route 4, 86.41 feet to a point; thence
- (3) In a general westerly direction and along the northerly line of said Route 4, and along the arc of a curve bearing to the right with a radius of 5779.65 feet, an arc distance of 14.65 feet, an arc distance of 14.65 feet, which a chord bearing of North 55° 51' 52" West and a chord distance of 14.65 feet to a point in the division line of Lots 5 and 24; thence
- (4) North 12° 05' 15" East and along said division line of Lots 5 and 24, 19.50 feet to a point in the division line of Lots 5 and 6; thence
- (5) North 77° 54' 45" West and along said division line of Lots 5 and 6, 54.03 feet to a point in the northerly line of said Route 4; thence
- (6) In a general westerly direction and along said northerly line of Route 4, and along the arc of a curve bearing to the right with a radius of 5779.65, an arc distance of 49.66 feet with a chord distance of 49.66 feet, to a point in the easterly line of Oneida Drive; thence
- (7) North 12° 05' 15" East and along the easterly line of Oneida Drive, 6.23 feet to a point in the division line of Lots 6 and 7; thence
- (8) South 77° 54' 45" East and along the division line of Lots 6 and 7, and along the said division line of Lots 22 and 23, 200.00 feet to the westerly line of Lake View Street and the point or place of BEGINNING.

NOTE OF INFORMATION ONLY: The land referred to in this commitment is commonly known as Lot(s) 4 Block 1402 on the Tax Map of the Borough of River Edge, in the County of Bergen, also known as 14 Route 4 West.

B1677SP549 :
END OF DOCUMENT