

# ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

## NOTICE

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

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

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

## COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Issued through the Office of:

Old Republic National Title Ins. Co.  
530 South Main St., Suite 1031  
Akron, OH 44311  
1-888-406-5166

Authorized Officer or Agent

### OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President

Attest  Secretary

*This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.*

# COMMITMENT CONDITIONS

## 1. DEFINITIONS

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

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

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

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

## 4. COMPANY'S RIGHT TO AMEND

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

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

## **8. PRO-FORMA POLICY**

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

## **9. ARBITRATION**

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

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# Schedule A

## ALTA COMMITMENT

Commitment 01-20040539-01T

1. Commitment Date: 04/22/2020 at 7:00 a.m.

2. Policy (or Policies) to be issued

(a) 2006 ALTA OWNER'S POLICY

Proposed Insured: TO BE DETERMINED

Policy Amount: \$ 250,000.00

(b) 2006 ALTA LOAN POLICY

Proposed Insured: TO BE DETERMINED

Policy Amount \$ 250,000.00

(c) \_\_\_\_\_ ALTA \_\_\_\_\_ Policy

Proposed Insured:

Policy Amount: \$

3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

MIHIR PATEL

5. The Land is described as follows:

SEE ATTACHED EXHIBIT "A"

SITE ID: MULLICA HILL NJ / BRIDGETON PIKE

**THIS DOCUMENT CONSTITUTES A STATEMENT OF THE TERMS AND CONDITIONS ON WHICH A TITLE INSURER IS WILLING TO ISSUE A POLICY OF TITLE INSURANCE IF THE TITLE INSURER ACCEPTS THE PREMIUM FOR THE POLICY. IT IS NOT A REPRESENTATION AS TO THE STATE OF TITLE AND DOES NOT CONSTITUTE AN ABSTRACT OF TITLE.**

Old Republic National Title Insurance Company

Old Republic National Title Ins. Co.  
530 South Main St., Suite 1031  
Akron, OH 44311  
1-888-406-5166



Authorized Officer or Agent

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

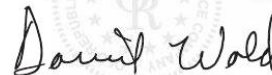
(612) 371-1111

By



President

Attest



Secretary

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## EXHIBIT "A"

ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND, SITUATE AND LYING IN THE TOWNSHIP OF ELK, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF MULLICA HILL-BRIDGETON PIKE (66.00 FEET WIDE) (NEW JERSEY STATE HIGHWAY ROUTE NO. 77) WITH THE NORTHEASTERLY LINE OF FRANKLINVILLE-SWEDESBORO ROAD (49.50 FEET WIDE); THENCE

(1) SOUTH 47 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF FRANKLINVILLE-SWEDESBORO ROAD, 406.26 FEET TO A POINT CORNER TO LOT 15A, BLOCK 7, TAX MAP; THENCE

(2) NORTH 12 DEGREES 38 MINUTES 36 SECONDS EAST ALONG LOT 15A, BLOCK 7, TAX MAP, 616.58 FEET TO A POINT; THENCE

(3) NORTH 81 DEGREES 19 MINUTES 25 SECONDS WEST STILL ALONG LOT 15A AND ALONG LOT 15, BLOCK 7, TAX MAP, 365.05 FEET TO A POINT IN THE EASTERLY LINE OF MULLICA HILL-BRIDGETON PIKE; THENCE

(4) SOUTH 11 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EASTERLY LINE OF THE MULLICA HILL-BRIDGETON PIKE, 384.65 FEET TO THE PLACE OF BEGINNING.

SAVE AND EXCEPT THE PROPERTY CONVEYED TO THE STATE OF NEW JERSEY AS RECORDED 09/05/2013 IN BOOK 5109, PAGE 311 OF THE GLOUCESTER COUNTY RECORDS.

TAX I.D. NUMBER: BLOCK 10, LOT 12.03

BEING THE SAME PROPERTY CONVEYED TO MIHIR PATEL, GRANTEE, FROM BERNADETTE ENRIGHT, GRANTOR, BY DEED RECORDED 12/27/2012, AS BOOK 5031, PAGE 241 OF THE GLOUCESTER COUNTY RECORDS.

END OF SCHEDULE A

[LEGAL DESCRIPTION-WORD FORMAT](#)

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# Schedule B-I

## ALTA COMMITMENT

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. PAY ALL TAXES, CHARGES AND ASSESSMENTS WHICH ARE DUE AND PAYABLE.  
TAX I.D. NUMBER: BLOCK 10, LOT 12.03

NOTE: TAXES TO FOLLOW.

#### TAX AUTHORITY INFORMATION:

MICHELLE MITCHELL, TAX COLLECTOR  
114 BRIDGETON PIKE  
MULLICA HILL, NJ 08062  
(858) 478-6454

6. SPOUSE, IF ANY, OF MIHIR PATEL MUST ALSO JOIN IN THE EXECUTION OF THE INSTRUMENT TO BE INSURED SOLELY TO RELEASE THEIR MARITAL RIGHTS IN FAVOR OF THE TERMS THEREOF.
7. RECEIPT OF SATISFACTORY ZONING LETTER OR MISR (MUNICIPAL INFORMATION SUMMARY REPORT).
8. RECORD SATISFACTORY EXECUTED RELEASE OF THE MORTGAGE TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED BELOW AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF:

AMOUNT: \$150,000.00  
MORTGAGOR: MIHIR PATEL  
MORTGAGEE: BERNADETTE ENRIGHT  
DATED: 12/26/2012  
RECORDED: 12/27/2012  
BOOK-PAGE: 13362-216

NOTE: PARTIAL RELEASE OF MORTGAGE RECORDED 09/05/2013, AS BOOK 162, PAGE 193 OF THE GLOUCESTER COUNTY RECORDS.

END OF SCHEDULE B-I

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## Schedule B-II

### ALTA COMMITMENT EXCEPTIONS

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I— Requirements are met.
2. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED.
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION.
4. MECHANICS', CONTRACTORS' OR MATERIAL MEN'S LIENS AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD.
5. ANY CHANGES IN TITLE OCCURRING SUBSEQUENT TO THE EFFECTIVE DATE OF THIS COMMITMENT AND PRIOR TO THE DATE OF ISSUANCE OF THE TITLE POLICY.
6. DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH MATTERS VIOLATE 42 USC 3604(c).
7. QUANTITY OF ACREAGE/SQUARE FOOTAGE AS SET FORTH IN SCHEDULE A, IF ANY.
8. TAXES AND SPECIAL ASSESSMENTS FOR CURRENT TAX YEAR AND ALL SUBSEQUENT YEARS.
9. HIGHWAY DEED IN FAVOR OF THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION, RECORDED 09/05/2013, AS BOOK 5109, PAGE 311 OF THE GLOUCESTER COUNTY RECORDS.

END OF SCHEDULE B-II

[SUPPORTING DOCUMENTS](#)

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**OWNER'S AFFIDAVIT**

State of \_\_\_\_\_ }  
  } ss.  
County of \_\_\_\_\_ }

The Affiant, whose address is \_\_\_\_\_ being first duly sworn,  
deposes and says that:

1. Affiant is the Owner of the premises located at \_\_\_\_\_ (the "Property").
2. No person other than the Affiant is in possession or has a right to possession of the property except \_\_\_\_\_
3. Affiant has no knowledge of any unrecorded easement, or claim of easement, affecting the property except \_\_\_\_\_
4. Affiant is not aware of any boundary line disputes or discrepancies affecting the premises, or any material encroachments of improvements located on the property onto any adjacent land or any material encroachments or improvements located on adjacent land onto property.
5. Any repair or improvement of the Property within the last 90 days was completed on or about \_\_\_\_\_. Any labor or material for such repair or improvement has been paid in full, and there are no outstanding claims for such labor or material except \_\_\_\_\_.  
(Note: Attach copies of paid receipts/invoices or contact information for contractor).
6. There are no unpaid real estate taxes or assessments affecting the Property (except as shown on the current tax duplicate), and no notice has been received regarding future or pending assessments, except \_\_\_\_\_
7. There are no outstanding mortgages or other liens affecting the Property except (list lien holder, amount and (date) \_\_\_\_\_
8. There are no other contracts, options or rights to purchase the Property except for the contract being closed.

THIS AFFIDAVIT is made for the purpose of inducing Old Republic National Title Insurance Company, to issue a title insurance policy or other title evidence, then to disburse any funds held as escrow or closing agent. Affiant hereby indemnifies and agrees to hold harmless Old Republic National Title Insurance Company against any damages or expense, including attorney fees, sustained as a result of any of the foregoing matters not being true and accurate.  
(“Affiant” is used herein for singular or plural, the singular shall include the plural, and any gender shall include all genders as the context shall require.)

BY \_\_\_\_\_  
PRINTED NAME:  
ITS:

Sworn to and subscribed before me, a Notary Public in and for said State, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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





Prepared by:

Brian J. Duffield, Esquire  
LAW OFFICE OF BRIAN J. DUFFIELD  
95 North Main Street  
Mullica Hill, New Jersey 08062

### BARGAIN AND SALE DEED

Docket: 00053885 Type: DEE Pages: 5  
James N. Hogan: Gloucester County Clerk  
Receipt #: 201413 02:42:33P Dec 27, 2012  
Recording Fee: 80.00 DB 5031 241

This Deed is made on December 26, 2012,

**BETWEEN BERNADETTE ENRIGHT**, whose address is 102 Foxford Lane, Mullica Hill, New Jersey 08062, referred to as the Grantor,

**AND MIHIR PATEL**, whose address is 3 Patriot Lane, Bridgeton, New Jersey 08302, 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 (called the "Property") described below to the Grantee. This transfer is made for the sum of \$175,000.00. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Township of Elk, Block No. 10, Lot No. 12.03.

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 Township of Elk, County of Gloucester and State of New Jersey. The legal description is:

**See Legal Description attached hereto as Schedule A**

BEING KNOWN AS Block 10, Lot 12.03 on the official Tax Map.

COMMONLY KNOWN AS 681 Bridgeton Pike.

BEING the same lands and premises which became vested in Bernadette Enright, single woman, by Deed from Enright Enterprises, Inc., now known as Petroleum Marketers, Inc., dated December 28, 2007, recorded January 10, 2008, in the Clerk's Office of the County of Gloucester, New Jersey, in Deed Book 4488, Page 23, as Docket No. 1393.

Consideration:	175,000.00	Tax/Code:	S
County:	175.00	State:	437.50
NJAHF:	37.50	PHFA:	87.50
EAA:	30.00		
GenFur:	.00		
C\$1M:	.00	REALTY TOTAL:	767.50



# WESTCOR LAND TITLE INSURANCE COMPANY

**SCHEDULE A**  
*(Continued)*  
**LEGAL DESCRIPTION**

File No. D12357BR

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Elk, County of Gloucester, State of New Jersey, and being more particularly described as follows:

BEGINNING at the intersection of the easterly line of Mullica Hill-Bridgeton Pike (66.00 feet wide) (New Jersey State Highway Route No. 77) with the Northeasterly line of Franklinville-Swedesboro Road (49.50 feet wide); thence

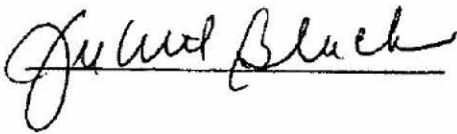
- (1) South 47 degrees 00 minutes 00 seconds East, along the Northeasterly line of Franklinville-Swedesboro Road, 406.26 feet to a point corner to Lot 15A, Block 7, Tax Map; thence
- (2) North 12 degrees 38 minutes 36 seconds East along Lot 15A, Block 7, Tax Map, 616.58 feet to a point; thence
- (3) North 81 degrees 19 minutes 25 seconds West still along Lot 15A and along Lot 15, Block 7, Tax Map, 365.05 feet to a point in the Easterly line of Mullica Hill-Bridgeton Pike; thence
- (4) South 11 degrees 00 minutes 00 seconds West along the Easterly line of the Mullica Hill-Bridgeton Pike, 384.65 feet to the Place of Beginning.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 12.03 in Block 10 on the Township of Elk Tax Map.

**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:

  
\_\_\_\_\_

  
\_\_\_\_\_ (Seal)  
**BERNADETTE ENRIGHT**

STATE OF NEW JERSEY    )  
  ) S.S.:  
COUNTY OF GLOUCESTER)

I CERTIFY that on December 26, 2012, Bernadette Enright personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$175,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in *N.J.S.A. 46:15-5*)

  
\_\_\_\_\_ (Print name and title below signature)

JUDITH BLACK  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires December 10, 2012  
2017

DOCKET# 00053885 DB 5031 245

**DEED**

**BERNADETTE ENRIGHT,**  
*Grantor*

TO

**MIHIR PATEL,**  
*Grantee*

*Dated: December 26, 2012*

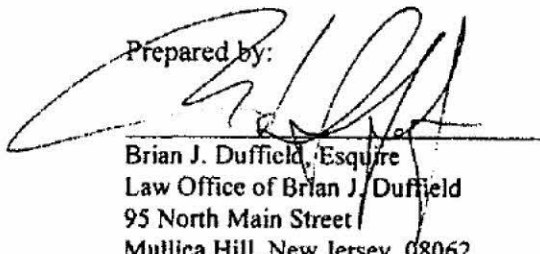
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*Record and return to:*

*D123576R*



Prepared by:

  
Brian J. Duffield, Esquire  
Law Office of Brian J. Duffield  
95 North Main Street  
Mullica Hill, New Jersey 08062

## MORTGAGE

This Mortgage is made on December 26, 2012,

**BETWEEN** the Borrower, **MIHIR PATEL**, whose address is 3 Patriot Lane, Bridgeton, New Jersey 08302, referred to as "I",

**AND** the Lender, **BERNADETTE ENRIGHT**, whose address is 102 Foxford Lane, Mullica Hill, New Jersey 08062, referred to as the "Lender".

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

**Mortgage Note.** In return for a loan that I received, I promise to pay **\$150,000.00** (called "principal"), plus interest in accordance with the terms of a Mortgage Note dated December 26, 2012 (referred to as the "Note"). The Note provides for a yearly interest rate of 6%. All sums owed under the Note are due no later than **January 31, 2018**. All terms of the Note are made part of this Mortgage.

**Property Mortgaged.** The property mortgaged to the Lender (called the "Property") is located in the Township of Elk, County of Gloucester and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixture and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property. The legal description of the property is:

**See Legal Description attached hereto as Schedule A**

BEING KNOWN AS Block 10, Lot 12.03 on the Township of Elk Tax Map.

COMMONLY KNOWN AS 681 Bridgeton Pike.

\*60 2012 00053886\*



Docket: 00053886  
Type: MTG Pages: 6  
James N. Mosani: Gloucester County Clerk  
Receipt #: 201413 02:43:01P Dec 27, 2012  
Recording Fee: 89.00 MB 13362 216

# WESTCOR LAND TITLE INSURANCE COMPANY

## SCHEDULE A (Continued) LEGAL DESCRIPTION

File No. D12357BR

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Elk, County of Gloucester, State of New Jersey, and being more particularly described as follows:

BEGINNING at the intersection of the easterly line of Mullica Hill-Bridgeton Pike (66.00 feet wide) (New Jersey State Highway Route No. 77) with the Northeasterly line of Franklinville-Swedesboro Road (49.50 feet wide); thence

- (1) South 47 degrees 00 minutes 00 seconds East, along the Northeasterly line of Franklinville-Swedesboro Road, 406.26 feet to a point corner to Lot 15A, Block 7, Tax Map; thence
- (2) North 12 degrees 38 minutes 36 seconds East along Lot 15A, Block 7, Tax Map, 616.58 feet to a point; thence
- (3) North 81 degrees 19 minutes 25 seconds West still along Lot 15A and along Lot 15, Block 7, Tax Map, 365.05 feet to a point in the Easterly line of Mullica Hill-Bridgeton Pike; thence
- (4) South 11 degrees 00 minutes 00 seconds West along the Easterly line of the Mullica Hill-Bridgeton Pike, 384.65 feet to the Place of Beginning.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 12.03 in Block 10 on the Township of Elk Tax Map.


DOCKET# 00053886 NB 13362 217

**Rights Given to Lender.** I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

**Promises.** I make the following promises to the Lender:

1. **Note and Mortgage.** I will comply with all of the terms of the Note and this Mortgage.
2. **Payments.** I will make all payments required by the Note and this Mortgage.
3. **Ownership.** I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.
4. **Liens and Taxes.** I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
5. **Insurance.** I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the Note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.
6. **Repairs.** I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.
7. **Statement of Amount Due.** Upon request of the Lender, I will certify to the Lender in writing: (a) the amount due on the Note and this Mortgage, and (b) whether or not I have any defense to my obligations under the Note and this Mortgage.
8. **Rent.** I will not accept rent from any tenant for more than one month in advance.
9. **Lawful Use.** I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.



 **Eminent Domain.** All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to ~~repair and restore the Property or~~ to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

**Tax and Insurance Escrow.** If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12th of the yearly real estate taxes and assessments on the Property; and (b) 1/12th of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

**Payments Made for Borrower(s).** If I do not make all the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

**Default.** The Lender may declare that I am in default on the Note and this Mortgage if:

- (a) I fail to make any payment required by the Note and this Mortgage within 15 days after its due date;
- (b) I fail to keep any other promise I make in this Mortgage;
- (c) the ownership of the property is changed for any reason;
- (d) the holder of any lien on the Property starts foreclosure proceedings; or
- (e) bankruptcy, insolvency or receivership proceedings are started by or against any the Borrowers.

**Payments Due Upon Default.** If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

**Lender's Rights Upon Default.** If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- (a) Take possession of and manage the Property, including the collection of rents and profits;
- (b) have a court appoint a receiver to accept rent for the Property (I consent to this);
- (c) start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- (d) sue me for any money that I owe the Lender.

**Notices.** All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.



**MORTGAGE**

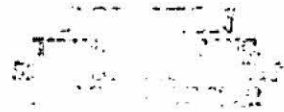
**MIHIR PATEL,**  
*Borrower(s),*

*TO*

**BERNADETTE ENRIGHT,**  
*Lender(s)*

Dated: December 26, 2012

Record and return to:



01235782

Partial Release of Mortgage

THIS INDENTURE, Made the 19<sup>th</sup> day of August in the Year Two Thousand Thirteen

BETWEEN Bernadette Enright

ADDRESS: 102 Foxford lane  
Mullica Hill, New Jersey 08062

Of the first part,

AND The State of New Jersey, Department of Transportation

ADDRESS: 1035 Parkway Avenue, PO Box 600  
Trenton, New Jersey 08625-0600

Of the second part,

WITNESSETH that, whereas, Mihir Patel, married by indenture of mortgage bearing date the 26th day of December, 2012 for the consideration therein mentioned and to secure the payment of the money therein specified, did convey certain lands and tenements, of which the lands hereinafter described are part, unto

BERNADETTE ENRIGHT ✓✓

which said mortgage was duly recorded in Book 13362 of Mortgages at pages 216 etc. and whereas the party of the first part, at the request of the party of the second part, has agreed to give up and surrender the lands hereinafter described unto said party of the second part and to hold and retain the residue of said mortgaged lands as security for the money remaining due on the said mortgage;

NOW THIS INDENTURE WITNESSETH, that the said party of the first part, in pursuance of said agreement and in consideration of the sum of one dollar, lawful money of the United States of America, paid to the said party of the first part at or before the ensembling and delivery of these presents, the receipt of which is hereby acknowledged has released, quit-claimed, given, granted and conveyed, and by these presents does release quit-claim, give, grant and convey unto the said party of the second part, all that part of the said mortgaged lands, to wit:-

ALL that certain lot, tract or parcel of land and premises, situate, lying and being in the Township of ELK in the County of Gloucester, and State of New Jersey, and more particularly described as follows:

Being also known as lot 12.03 in Block 10 on the Township of ELK tax map.

SEE ATTACHED SCHEDULE "A" & EXHIBIT "A"

Prepared for the State by:

  
Amarjit Chawla

\*60 2013 00040317\*



Docket: 00040317  
Type: REL Page: 16  
James N. Mosan, Gloucester County Clerk  
Receipt #: 279003 02:19:59P Sep 05, 2013  
Recording Fee: 90.00 REL BK 162 173

(PBM : RR) -05/09

All that certain land and premises, situate, lying and being in the Township of Elk, County of Gloucester and State of New Jersey and more particularly described as follows:

Parcel 6, as indicated on a map entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, ROUTE 77 (1953) SECTION 5, Salem - Gloucester County Line To Route 45, Showing Existing Right Of Way And Parcels To Be Acquired In The Townships Of Elk And Harrison, County Of Gloucester, May 2009"; and as shown more particularly on a map attached hereto and made a part hereof, marked "Exhibit B", entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 77 (1953) SECTION 5, Salem - Gloucester County Line To Route 45, PARCEL 6, Township Of Elk, County Of Gloucester, May 2009"; and also being construction project ROUTE 77 (1953) AND C.R. 538 (ELK ROAD) INTERSECTION IMPROVEMENTS, CONTRACT NO. 018950434;

Parcel 6, including specifically all the land and premises located at about Station 862 + 10 (Route 77 (1953) Section 5 (Bridgeton Pike), Existing Base Line Stationing) and more particularly described as follows:

BEGINNING at a point of intersection of the proposed easterly right of way line of Route 77 (1953) Section 5 (Bridgeton Pike), and the existing easterly right of way line of Route 77 (1953) (Bridgeton Pike), said point being approximately 32 feet southeasterly of and perpendicular to Route 77 (1953) Section 5 Bridgeton Pike, approximate Existing Base Line Station 862 + 36, and running thence:

1. S 25° 19' 54.3" E (calculated), 52 feet (scaled), along said proposed right of way line of Route 77 (1953) Section 5 (Bridgeton Pike), as laid down on the aforesaid maps, to a point of intersection with the existing northeasterly line of C.R. 538 (Elk Road);
2. N 47° 00' 00" W (deed), 32 feet (scaled), along said existing line, to a point of intersection with the existing easterly right of way line of Route 77 (1953) (Bridgeton Pike);
3. N 11° 00' 00" E (deed), 26 feet (scaled), along said existing right of way line, to the point and place of beginning;

Containing 363 square feet more or less;

Being also known as part of Lot 12.03 in Block 10 on the tax map of the Township of Elk;

**SCHEDULE " A "**

DOCKET# 00040317 REL BK 162 195

TOGETHER WITH the permanent right to form and maintain slopes for grading Route 77 (1953) Section 5 (Bridgeton Pike) and C.R. 538 (Elk Road) as far as the line marked "Slope E", as shown on the aforesaid maps, including the right to topsoil; seed, plant trees, vines and shrubs, in such a manner, so as not to interfere with points of access and to maintain the same so as to support the adjoining roadway; stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the roadway; areas of existing or proposed driveways, parking lots or other paved areas that are to remain in accordance with the construction plans and specifications for the project, may be replaced with equal or better paving or impervious or semi-impervious materials. The owner shall retain the right to use the area within said slope easement consistent with the purposes and rights described above, however, the owner shall not have the right to remove vegetative material, add or remove material from the slope to be constructed, construct walls or other structures, or in any manner modify said slope easement rights, without first applying for permission to the New Jersey Department of Transportation (NJDOT). The permission to modify or release said slope may be obtained from the NJDOT, Office of ROW, where it is demonstrated by the owner, to the satisfaction of the NJDOT in its sole discretion, that the slope is no longer needed to support the roadway or that the proposed modification will not interfere with or adversely affect the integrity of the slope; the NJDOT, however, reserves the right to impose such terms and conditions on the release of any slope rights that are necessary to ensure the stability of the adjacent roadway;

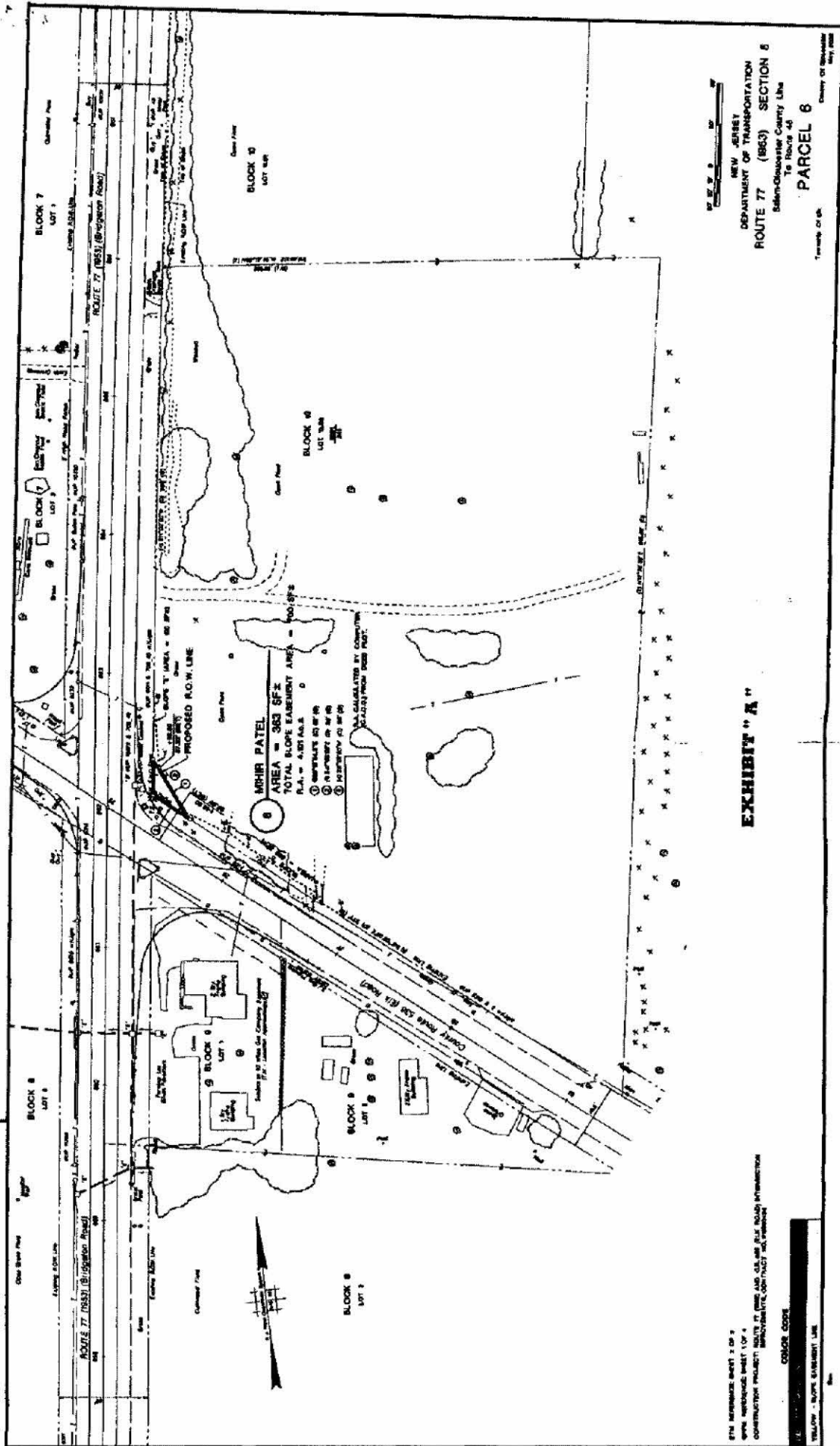
The location of all permanent easements and improvements constructed therein shall not be changed or modified in any manner without the specific written permission of the Division of ROW, New Jersey Department of Transportation within its sole discretion and upon such terms and conditions as it determines;

AND ALSO any ownership, reversionary or associated right, title and interest that the owner may have in Route 77 (1953) Section 5 (Bridgeton Pike) and C.R. 538 (Elk Road), contiguous to the above-described premises as shown on the aforesaid maps;

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises;

The above-described premises are color coded on "Exhibit B" in the following manner: Red - Fee Parcel Line and Yellow - Slope Easement Line.

DRAWN BY N.J.D.O.T.  
K.S.W.B.00000



NEW JERSEY  
 DEPARTMENT OF TRANSPORTATION  
 ROUTE 77 (B63) SECTION 8  
 Salem-Orange County Line  
 To Route 44  
**PARCEL 8**  
 County of Essex  
 May 1988

**EXHIBIT "A"**

874 REVISION SHEET 2 OF 4  
 875 REVISION SHEET 1 OF 4  
 876 REVISION SHEET 1 OF 4  
 877 REVISION SHEET 1 OF 4  
 878 REVISION SHEET 1 OF 4  
 879 REVISION SHEET 1 OF 4  
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 897 REVISION SHEET 1 OF 4  
 898 REVISION SHEET 1 OF 4  
 899 REVISION SHEET 1 OF 4  
 900 REVISION SHEET 1 OF 4

**COLOR CODE**

1	YELLOW - PLANNED STATEMENT LINE
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**TOGETHER** with the hereditaments and appurtenances thereunto belonging, and all the right, title and interest of the said party of the first part to the same, to the intent that the lands hereby conveyed may be discharged from the said mortgage, and that the rest of the lands in the said mortgage described may remain to the said party of the first part as heretofore; **To Have And To Hold** the lands and premises hereby released and conveyed to the said party of the second part, its successors and assigns forever, free and discharged from the encumbrance of the indenture of mortgage aforesaid.

**IN WITNESS WHEREOF** the party of the first part has hereunto set his hand and seal the day and year first above written.

  
Bernadette Enright

Walter V Granda  
(Print name of witness below signature)

STATE OF New Jersey }  
COUNTY OF Gloucester } ss.

**BE IT REMEMBERED** that on this 19<sup>th</sup> day of August Two Thousand Thirteen before me, the subscriber, personally appeared: Bernadette Enright who I am satisfied is the person mentioned in and who executed the within indenture, and to whom I first made known the contents thereof, and thereupon, \_\_\_\_\_ acknowledged that \_\_\_\_\_ signed, sealed and delivered the same as \_\_\_\_\_ voluntary act and deed for the uses and purposes therein expressed.

Subscribed and sworn before me the day and year above written.

Walter V Granda Bazurto  
(Print or stamp name of Notary below signature)

**WALTER GRANDA V. BAZURTO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 4/27/2018**



*Route 77 Section 5 Parcels 6*

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*Partial Release of Mortgage*

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**BERNADETTE ENRIGHT**

**TO**

***The State of New Jersey, Department of Transportation***

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**Dated:** *August 19, 2013*

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***State Highway Route: 77***

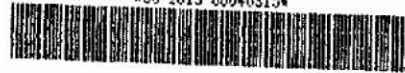
***County: GLOUCESTER***

***Record and Return to: AMARJIT CHAWLA***

***NEW JERSEY DEPARTMENT OF TRANSPORTATION  
TITLE BUREAU  
1035 PARKWAY AVENUE  
P.O. BOX 600  
TRENTON, NEW JERSEY 08625-0600***

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Docket: 00040315  
Type: DEE Pages: 8  
James N. Moran, Gloucester County Clerk  
Receipt#: 279001 02:14:11P Sep 05, 2013  
Recording Fee: 110.00 08 5109 311

# DEED

**Date** This Deed is made on August 7<sup>th</sup> 2013 between

**Parties:**

**(Seller) Grantor:** Mihir Patel, married;

**Address:** 3 Patriot Lane  
Bridgeton New Jersey 08302

**Grantor and**

**(Buyer) Grantee:** The State of New Jersey  
Department of Transportation

**Address:** 1035 Parkway Avenue, PO Box 600  
Trenton, New Jersey 08625-0600

**Grantee**

*(The words "Grantor" and Grantee" include all Grantors and all Grantees under this Deed.)*

**Consideration** In return for the payment to the Grantor by the Grantee the sum of One Thousand, One Hundred, Eleven Dollars and Eleven cents (\$1,111.11)

**Conveyance** The Grantor grants and conveys to the Grantee all the land and premises located in the Elk Township and County of Gloucester and the State of New Jersey, specifically described below. The Grantor further grants and conveys to the Grantee an easement over and across the remaining property of Grantor as follows:

**Description of Land** SEE SCHEDULE "A" AND EXHIBIT "B" ATTACHED

*The Grantor retains all other rights to use the remaining property not conveyed in fee simple, which is subject to the easement, for a legal purpose not inconsistent, contrary or in conflict with the terms of this easement as described in Schedule "A". Maintenance of the property, which is subject to the easement, shall remain the obligation of the Grantor except to the extent stated otherwise in Schedule "A".*

**BEING also known as part of Lot 12.03 in Block 10 as shown on the Tax Maps for the Elk Township.**

This Deed was prepared for the State by:

Carl Bornmann, DAG

Consideration: \$1,111.11 Tax/Order: E  
County: .00 State: .00  
NJLMTF: .00 PMTA: .00  
EAA: .00  
Gen'l: .00  
C/SIN: .00  
REALTY TOTAL: .00



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Names(s)

Mihir Patel

Current Resident Address:

Street: 3 Patriot Lane

City, Town, Post Office

ELK UPPERDEERFIELD

State

NJ

Zip Code

08302

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

10

Lot(s)

P/O 12.03

Qualifier

Owner

Street Address:

681 Bridgeton Pike

City, Town, Post Office

ELK

State

NJ

Zip Code

08302

Seller's Percentage of Ownership

100%

Consideration

\$1111.11

Closing Date

August 27, 2013

**SELLER ASSURANCES (Check the Appropriate Box). (Boxes 2 through 10 apply to Residents and Non-residents)**

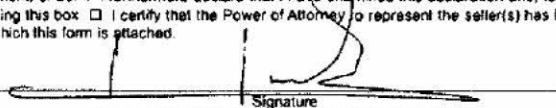
1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
 No non-like kind property received.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.
9.  The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

May 06 2013

Date



(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

**SCHEDULE " A "**

(PBM : RR) -05/09

All that certain land and premises, situate, lying and being in the Township of Elk, County of Gloucester and State of New Jersey and more particularly described as follows:

Parcel 6, as indicated on a map entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, ROUTE 77 (1953) SECTION 5, Salem - Gloucester County Line To Route 45, Showing Existing Right Of Way And Parcels To Be Acquired In The Townships Of Elk And Harrison, County Of Gloucester, May 2009"; and as shown more particularly on a map attached hereto and made a part hereof, marked "Exhibit B", entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 77 (1953) SECTION 5, Salem - Gloucester County Line To Route 45, PARCEL 6, Township Of Elk, County Of Gloucester, May 2009"; and also being construction project ROUTE 77 (1953) AND C.R. 538 (ELK ROAD) INTERSECTION IMPROVEMENTS, CONTRACT NO. 018950434;

Parcel 6, including specifically all the land and premises located at about Station 862 + 10 (Route 77 (1953) Section 5 (Bridgeton Pike), Existing Base Line Stationing) and more particularly described as follows:

BEGINNING at a point of intersection of the proposed easterly right of way line of Route 77 (1953) Section 5 (Bridgeton Pike), and the existing easterly right of way line of Route 77 (1953) (Bridgeton Pike), said point being approximately 32 feet southeasterly of and perpendicular to Route 77 (1953) Section 5 Bridgeton Pike, approximate Existing Base Line Station 862 + 36, and running thence:

1. S 25° 19' 54.3" E (calculated), 52 feet ( scaled), along said proposed right of way line of Route 77 (1953) Section 5 (Bridgeton Pike), as laid down on the aforesaid maps, to a point of intersection with the existing northeasterly line of C.R. 538 (Elk Road);
2. N 47° 00' 00" W (deed), 32 feet (scaled), along said existing line, to a point of intersection with the existing easterly right of way line of Route 77 (1953) (Bridgeton Pike);
3. N 11° 00' 00" E (deed), 26 feet (scaled), along said existing right of way line, to the point and place of beginning;

Containing 363 square feet more or less;

Being also known as part of Lot 12.03 in Block 10 on the tax map of the Township of Elk;

**SCHEDULE "A"**

TOGETHER WITH the permanent right to form and maintain slopes for grading Route 77 (1953) Section 5 (Bridgeton Pike) and C.R. 538 (Elk Road) as far as the line marked "Slope E", as shown on the aforesaid maps, including the right to topsoil; seed, plant trees, vines and shrubs, in such a manner, so as not to interfere with points of access and to maintain the same so as to support the adjoining roadway; stabilize the soil, prevent erosion and/or to improve the aesthetic aspects of the roadway; areas of existing or proposed driveways, parking lots or other paved areas that are to remain in accordance with the construction plans and specifications for the project, may be replaced with equal or better paving or impervious or semi-impervious materials. The owner shall retain the right to use the area within said slope easement consistent with the purposes and rights described above, however, the owner shall not have the right to remove vegetative material, add or remove material from the slope to be constructed, construct walls or other structures, or in any manner modify said slope easement rights, without first applying for permission to the New Jersey Department of Transportation (NJDOT). The permission to modify or release said slope may be obtained from the NJDOT, Office of ROW, where it is demonstrated by the owner, to the satisfaction of the NJDOT in its sole discretion, that the slope is no longer needed to support the roadway or that the proposed modification will not interfere with or adversely affect the integrity of the slope; the NJDOT, however, reserves the right to impose such terms and conditions on the release of any slope rights that are necessary to ensure the stability of the adjacent roadway;

The location of all permanent easements and improvements constructed therein shall not be changed or modified in any manner without the specific written permission of the Division of ROW, New Jersey Department of Transportation within its sole discretion and upon such terms and conditions as it determines;

AND ALSO any ownership, reversionary or associated right, title and interest that the owner may have in Route 77 (1953) Section 5 (Bridgeton Pike) and C.R. 538 (Elk Road), contiguous to the above-described premises as shown on the aforesaid maps;

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises;

The above-described premises are color coded on "Exhibit B" in the following manner: Red - Fee Parcel Line and Yellow - Slope Easement Line.

DATE: 01/24/2017  
TIME: 10:00 AM  
PROJECT: NEW STREET DEPARTMENT OF TRANSPORTATION

THIS DOCUMENT IS THE PROPERTY OF THE NEW STREET DEPARTMENT OF TRANSPORTATION. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. THE USER OF THIS DOCUMENT IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DOCUMENT IS TO BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

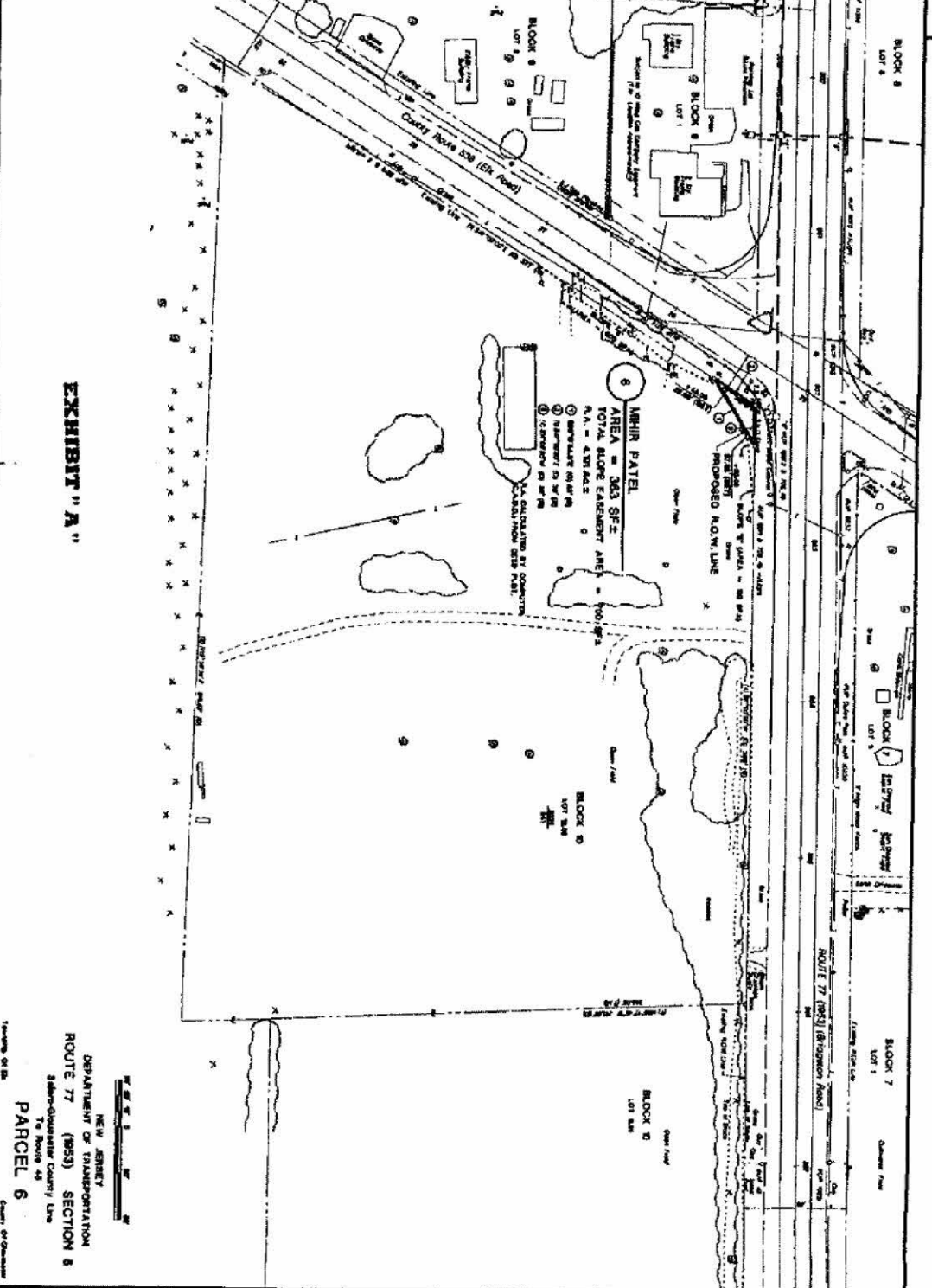


EXHIBIT "A"

NEW STREET  
DEPARTMENT OF TRANSPORTATION  
ROUTE 77 (BISHOP ROAD) SECTION 8  
24th-Quaker County Line  
Parcel 6  
County of Gloucester  
New Jersey

**Covenant as to Grantor's Acts**

*the Grantor covenants that the Grantor has done no act to encumber the property or the easement across the remaining property. (This covenant or promise means that the Grantor has not done anything to affect the rights granted to the State under the terms of this Deed as to either the property conveyed in fee simple or as to the easement across the remaining property).*

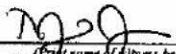
**Receipt of Consideration**

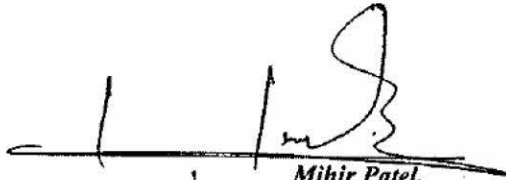
*the Grantor acknowledges receipt of full payment, due under the terms of the contract, for the property and easement and acknowledges it to be sufficient and proper consideration for the transfer of the ownership and the granting of the easement.*

**Signature**

*the Grantor signs this Deed on the first date above.*

**Signed and delivered in the presence of:**

  
(Print name (Always below signature))  
 Thomas J. Capone Jr.

  
 Mihir Patel,

STATE OF NEW JERSEY

COUNTY OF Camden

) SS.:

*I CERTIFY, that on 7 August, 2013, Mihir Patel, married; personally came before me and acknowledged under oath, to my satisfaction that this person(s) (or if more than one, each person);*

- (a) Is the grantor(s) named herein and personally signed this Deed;*
- (b) Signed and delivered this Deed as his or her act and deed;*
- (c) Made this Deed for \$1,111.11 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. 46:15-6.)*

  
 \_\_\_\_\_

THOMAS J CAPONE JR  
 Notary Public  
 State of New Jersey  
 My Commission Expires Sept. 15, 2016  
 I.D.# 2412362

Route: 77 Section: 5 Parcel: 6

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*DEED*

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*Mihir Patel, married;*

*TO*

*The State of New Jersey, Department of Transportation*

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*Dated: August 7<sup>th</sup>, 2013*

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*State Highway Route: 77*

*County: Gloucester*

*Record and Return to:*

*NEW JERSEY DEPARTMENT OF TRANSPORTATION  
TITLE BUREAU  
1035 PARKWAY AVENUE  
P.O. BOX 600  
TRENTON, NEW JERSEY 08625-0600  
ATTN: Amarjit Chawla, L.L.B.*

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RTF-1 (Rev. 7/14/10)  
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER  
(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)  
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY MERCER } SS. County Municipal Code 0804

MUNICIPALITY OF PROPERTY LOCATION Township of Elk

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
Date	By _____

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

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

Deponent, AMARJIT S. CHAWLA being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Legal Representative in a deed dated August 27, 2013 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)  
real property identified as Block number 10 Lot number P/O Lot 12.03 located at  
661 Bridgeton Pike, Elk, New Jersey 08302 and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$ 1,111.11 (Instructions #1 and #5 on reverse side)  no prior mortgage to which property is subject

(3) Property transferred is Class 4A  4B  4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
DEED TO THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, TRENTON, NEW JERSEY

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

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. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A.  SENIOR CITIZEN Grantor(s)  62 years of age or over. (Instruction #9 on reverse side for A or B)
  - B.  BLIND PERSON Grantor(s)  legally blind or \*
  - DISABLED PERSON Grantor(s)  permanently and totally disabled  receiving disability payments  not gainfully employed\*
- Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
- Owned and occupied by grantor(s) at time of sale.  Resident of State of New Jersey.
  - One or two-family residential premises.  Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- Affordable according to H.U.D. standards.  Reserved for occupancy.
- Meets income requirements of region.  Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10, #12 on reverse side)

- Entirely new improvement.  Not previously occupied.
- Not previously used for any purpose.  "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- No prior mortgage assumed or to which property is subject at time of sale.
- No contributions to capital by either grantor or grantee legal entity.
- No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 3rd day of September, 2013

*[Signature]*

*[Signature]*  
Signature of Deponent  
1035 PARKWAY AVE, TRENTON NJ  
Deponent Address

MIHIR PATEL  
Grantor Name  
3 Patriot Lane, Elk Township, NJ  
Grantor Address at Time of Sale

XXX-XXX- 5 1 3  
Last three digits in Grantor's Social Security Number

AMARJIT CHAWLA/NJDOT  
Name/Company of Settlement Officer

**BRADLEY W. STAINROOK**  
NOTARY PUBLIC  
STATE OF NJ  
MY COMMISSION # \_\_\_\_\_

NOV. 23, 2014

FOR OFFICIAL USE ONLY	
Instrument Number	County _____
Deed Number	Book _____ Page _____
Deed Dated	Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY  
PO BOX 251  
TRENTON, NJ 08695-0251  
ATTENTION: REALTY TRANSFER FEE UNIT