

**TITLE INSURANCE COMMITMENT**  
*Issued by New Dawn Title Agency, LLC*  
**AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

---

**Commitment Number: NDT2641**

**TITLE INSURANCE COMMITMENT**  
**SCHEDULE A**

1. Commitment Date: **June 7, 2016**

2. Policy (or Policies) to be issued:

a. Owner's Policy: (ALTA Owner's Policy – 6/17/06) Policy Amount: **\$635,000.00**  
Proposed Insured: **Pin Oak Builders, LLC**

b. Loan Policy: (Alta Loan Policy – 2006) Policy Amount: **\$401,000.00**  
Proposed Insured: **TBD**

The policy to be issued will insure that the mortgage set forth herein is a valid First Lien on the subject premises.

c. Loan Policy: Policy Amount:  
Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Michael F. Esposito and Joan M. Esposito, Tenants in Common by Deed from E. Patrice , dated July 21, 1983, recorded October 11, 1983 in the Mercer Clerk/Registers Office in Deed Book 2231, Page 153. The Said Michael F. Esposito died July 4, 2010 leaving a Last Will and Testament wherein he named Joan M. Esposito Executrix. Rest, Residue, and Remainder were granted to Michael Esposito Revocable Trust, created pursuant to Trust Agreement dated November 30, 2000. Joan M. Esposito died March 27, 2014, successor Executor Andrew Joseph Esposito named in Will. Letters Testamentary were granted to Andrew Joseph Esposito by the Mercer County Surrogates Office on April 4, 2014, under Docket No. 44929. The said Joan M. Esposito died March 27, 2014 leaving a Last Will and Testament where in she named Susan Brown Executrix. Rest, Residue, and Remainder were granted to Children and the Donald Brown Special Needs Trust. Letters Testamentary were granted to Susan Brown by the Mercer County Surrogates Office on April 23, 2014 under Docket No. 54149.

4. The Land referred to in this Commitment is described as follows:

FOR INFORMATION ONLY: Being known as Lot 4, Block 34, on the official tax map of Township of West Windsor and Lot 23, Block 14, Township of Robbinsville, County of Mercer, in the State of NJ. Commonly known as 1203 Windsor Rd., Princeton Junction NJ 08550 for mailing purposes.

**TITLE INSURANCE COMMITMENT**  
*Issued by New Dawn Title Agency, LLC*  
**AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

---

**Commitment Number: NDT2641**

**SCHEDULE B – SECTION I**

**REQUIREMENTS**

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - Deed from Estate of Michael F. Esposito and Joan M. Esposito to Pin Oak Builders, LLC to be recorded in Mercer County Clerk/Register's Office.

NOTE: Spouses/Civil Union Partners/Same-Sex Marriage Partners, if any, of vested owners as set forth in Schedule A, Item 3 hereof must join in Deed of Conveyance if the subject premises is now or ever has been used as the primary marital/civil union/same-sex marriage residence.

- Mortgage made by Pin Oak Builders, LLC to TBD to be recorded in Mercer County Clerk/Register's Office.
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
  - e. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at Closing, the Company must be notified and this Commitment will then be modified accordingly.
  - f. Affidavits of Title by all sellers and all mortgagors must be submitted to this Commitment and is subject to such additional exceptions, if any, we then deem appropriate.
  - g. The Company requires that a NOTICE OF SETTLEMENT in connection with this transaction be filed, pursuant to N.J.S.A. 46:26A-11 et seq., as nearly as possible to (but not more than) sixty (60) days prior to the anticipated closing date. If the closing is postponed another NOTICE OF SETTLEMENT, may be recorded prior to the expiration of the first recorded notice of settlement.
  - h. A continuation search (rundown) of the title must be ordered not less than 24 hours prior to closing of title.

**TITLE INSURANCE COMMITMENT**  
*Issued by New Dawn Title Agency, LLC*  
**AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

---

**Commitment Number: NDT2641**

**SCHEDULE B – SECTION I**

**REQUIREMENTS**  
**(cont'd)**

The following additional requirements must be met:

1. If the proposed transaction will be made utilizing a Power of Attorney, the Company must be notified in advance and the following requirements complied with:
  - A. A copy of the proposed Power of Attorney and the proposed Deed and/or mortgage to be executed pursuant thereto must be submitted to the Company, PRIOR TO closing, for review; and
  - B. An Affidavit pursuant to N.J.S.A. 46:2B-9 must be executed by the attorney-in-fact and recorded as part of the document to be insured; and
  - C. The Power of Attorney must be recorded prior to the instrument executed pursuant thereto.
2. Proof of identity, legal age, competency and marital status of all parties to the transaction.
3. Proof of the record owner's marital or civil union status is required and, if married or if there is a civil union partner, and the premises to be insured is or has ever been occupied as the principal marital or principal civil union residence of the record owner, then his or her spouse or civil union partner must join in the deed or mortgage and affidavit of title.
4. New Jersey Superior Court, United State District Court, and United States Bankruptcy Court searches: discloses judgments to be disposed of at or prior to closing.
5. MORTGAGE: Michael F. Esposito and Joan M. Esposito, husband and wife to Trust Company of New Jersey, Dated November 5, 2012, Recorded December 2, 2012 in Mortgage Book 7706, Page 18. To Secure \$300,000.00.
6. SUBJECT to the satisfactory disposition of the following MORTGAGE:

Michael F. Esposito and Joan M. Esposito TO Sovereign Bank, a federal savings bank, Dated October 23, 2006, Recorded November 13, 2006 in Mortgage Book 9660, Page 707. To Secure \$75,000.00.

The above mortgage is an equity line mortgage. It is required that the account be closed prior to closing and that all outstanding checks issued thereunder are voided prior to obtaining a payoff letter. Proof in writing from the mortgagee must be submitted to the company prior to the closing verifying that the account is closed and the sum necessary to satisfy the outstanding balance.
7. NOTE: Tidelands Search shows clear.
8. Original photo identification for all parties to the transaction must be provided.
9. All resident sellers/grantors or exempt non-resident sellers/grantors must produce at closing a seller's residency certificate/exemption (New Jersey Tax Form GIT/REP-3).

**TITLE INSURANCE COMMITMENT**  
*Issued by New Dawn Title Agency, LLC*  
**AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

---

All non-resident sellers/grantors must produce at closing either a non-resident seller's tax declaration (New Jersey Tax Form GIT/REP-1) together with the estimated tax payment; or a non-resident seller's tax prepayment receipt (New Jersey Tax Form GIT/REP-2) with the official seal of the director of taxation affixed.

Failure to provide one of these forms, fully completed and executed by seller/grantor will result in an immediate adjournment of the closing until the form is produced.

This Company assumes no responsibility or liability for determination of residency/exemption status and is prohibited by law from rendering such advice. Any seller /grantor unable to Complete the applicable form should immediately contact an attorney for guidance if not represented by one.

10. An Affidavit of Consideration for Use by Seller (RTF-1) must be attached to any deed, regardless of the amount of consideration, when:

(i) Seller/Grantor is seeking a full or partial exemption from Realty Transfer Fee.

(ii) The conveyance consists of CLASS 4A, 4B or 4C property.

Informational Note: Pursuant to the provisions of P.L. 2009, c. 123 (the "County Homelessness Trust Fund Act"), N.J.S.A. 22A:4-17 is amended to permit counties to impose a recording surcharge of \$3.00 per document for any instrument submitted for recording (except assignments of mortgages). As the establishment of the fund is discretionary under the statute, please check with the applicable County Clerk/Register as to whether such fund has been established and, if so, the effective date for imposition of the surcharge.

11. INFORMATIONAL NOTE (relating to sale transactions): Although compliance with tax-related reporting requirements is generally beyond the scope of coverage afforded by the commitment and policy, your attention is called, for informational purposes only, to the provisions of N.J.S.A. 54:50-38 (P.L. 2007, c.100 5, operative Aug 1, 2007), which states [in pertinent part]:

"Whenever a person shall make a sale, transfer, or assignment in bulk of any part or the whole of the person's business assets, otherwise than in the ordinary course of business, the purchaser...shall, at least 10 days before taking possession of the subject of the sale...notify the Director [of the Division of Taxation]. ...Within 10 days of receiving such notice, the Director shall notify the purchaser...that a possible claim for State taxes exists..." [etc.].

A bulletin issued by the Division of Taxation [TB-60 (10-21-10)] states that the term business assets includes realty, but only "if a use of the realty is to support a business on its premises which includes, but is not limited to, renting space to another". In a transaction to which the statute is applicable, Treasury form TTD ("asset Transfer Tax Declaration"). Note that P.L. 2011, c.(A2748/S2313) (effective immediately and retroactive to Aug 1, 2007) amends N.J.S.A. 54:50-38 to exempt certain one and two family dwelling units and seasonal rental properties from bulk sale requirements, provided the seller is an individual, estate or trust. For more information, please visit the website of the Division of Taxation: [www.nj.gov/treasury/taxation](http://www.nj.gov/treasury/taxation).

The foregoing information is supplied to you as a courtesy. The Company is not responsible for compliance with the statute or administrative regulations (if any) adopted pursuant thereto, or the consequences of non-compliance with same. Nor is the Company able to give advice or opinions as to the applicability of the statute to a particular transaction or transactions.

**TITLE INSURANCE COMMITMENT**  
*Issued by New Dawn Title Agency, LLC*  
**AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

---

12. Federal Estate taxes payable under the Estate of Michael F. Esposito, if any, proof will be required that said estate is not subject to federal estate taxes. If said estate is subject to said taxes, proof will be required that same have been paid prior to closing of title.
13. Decedents debts due and owing under the Estate of Michael F. Esposito who died within one year last past. (Date of death - July 4, 2010)
14. New Jersey Inheritance and New Jersey Estate Taxes, if any, payable under the Estate of Michael F. Esposito. NOTE: A State Inheritance Tax and Estate Tax Waiver covering the premises must be recorded before this exception can be removed.
15. Questionnaire on Estate Debts to be completed by the estate for our review. Subject to possible additional exceptions and/or requirements upon review of same.
16. Federal Estate taxes payable under the Estate of Joan M. Esposito, if any, proof will be required that said estate is not subject to federal estate taxes. If said estate is subject to said taxes, proof will be required that same have been paid prior to closing of title.
17. Decedents debts due and owing under the Estate of Joan M. Esposito who died within one year last past. (Date of death - March 27, 2014)
18. New Jersey Inheritance and New Jersey Estate Taxes, if any, payable under the Estate of Joan M. Esposito. NOTE: A State Inheritance Tax and Estate Tax Waiver covering the premises must be recorded before this exception can be removed.
19. Questionnaire on Estate Debts to be completed by the estate for our review. Subject to possible additional exceptions and/or requirements upon review of same.
20. LIS PENDENS: Capital One, N.A., Plaintiff vs. Joan M. Esposito, Defendant, dated August 19, 2014, Filed August 22, 2014, in Book 7706, Page 18. Object to foreclose Mortgage Book 408, Page 1876.

**TITLE INSURANCE COMMITMENT**  
*Issued by New Dawn Title Agency, LLC*  
**AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

---

**Commitment Number: NDT2641**

**SCHEDULE B – SECTION II**

**EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
2. Rights or Claims or interest of parties in possession of the land not shown by the public record.
3. Easements, or claims of easements, not shown by the public record.
4. Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, charges, assessments and utilities: See Attached
6. Subject to added or omitted assessments as provided by N.J.S.A. 54:4-63.1 et seq.

NOTE FOR INFORMATION ONLY: Possible added or omitted assessments, which are not a record lien on the date hereof, are not insured.

7. Amount of acreage is hereby not insured.
8. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).
9. Subject to the rights of utility companies servicing the premises.

NOTE: This Commitment, and Policy when issued, does not insure against any claim resulting from the payment of, receipt of, or adjustment of sales price of the Land by reason of Homestead Tax Credits which are due or to become due. (Affects Owner's Policy Only)

10. Covenants, conditions, restrictions and easements which may exist on the land.
11. Right of Way as contained in Deed Book 2394 page 440.
12. Subject to a 15 foot wide drainage easement as stated in Deed Book 1760 page 28 and Deed Book 2098 page 437, effects if any.
13. Variations between record description and tax map. Policies insure lands common to both.

**TITLE INSURANCE COMMITMENT**  
*Issued by New Dawn Title Agency, LLC*  
**AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

---

**Commitment Number: NDT2641**

**SCHEDULE C**

**LEGAL DESCRIPTION**

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of West Windsor ad Township of Robbinsville, in the County of Mercer, State of NJ:

Subject to receipt of a survey.

FOR INFORMATION PURPOSES ONLY: Being known as Lot 4, Block 34, on the official tax map of Township of West Windsor and Lot 23, Block 14, Township of Robbinsville, County of Mercer, in the State of NJ.

# DEED

COUNTY OF MERCER	
CONSIDERATION	158,585.00
REALTY TRANSFER FEE	576.50
DATE	7-11-83 BY [Signature]

This Deed is made on July 21, 1983

BETWEEN E. PATRICE MARFISI, JR., Unmarried

whose address is 1203 Windsor Road, Hightstown, New Jersey

AND REBECCA V. TAYLOR (Previously known as REBECCA T. MARFISI), Unmarried

whose address is 58 Spruce Street, Princeton, New Jersey, 08540 referred to as the Grantor.

AND

MICHAEL P. ESPOSITO AND JOAN M. ESPOSITO, (Tenants in Common)

whose post office address is 1203 Windsor Road, Hightstown, New Jersey referred to as the Grantee.

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

**Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED EIGHTY FIVE and 00/100 (\$158,585.00) DOLLARS. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of West Windsor and Washington Block No. S-34 and 14 Lot No. 23 and 23 Account No. Tps.  No property tax identification number is available on the date of this deed. (it may be applicable)

**Property.** The property consists of the land and all the buildings and structures on the land in the Townships of West Windsor and Washington County of Mercer and State of New Jersey. The legal description is

BEGINNING at a point in the northeasterly side of Windsor Road (60 feet wide) said point being distant 13.75 feet from a point in the centerline of said road and bearing N 14° 10' E. said centerline point being distant 527.50 feet from the intersection of the centerline of South Lane with the aforesaid centerline of Windsor Road and bearing S 57° 25' E. and running thence;

- (1) N 14° 10' 00" E. a distance of 105.00 feet along the line of lands of Eugene Marfisi to an iron pin; thence,
- (2) S 52° 35' 25" E. a distance of 99.00 feet still along the same to an iron pipe; thence
- (3) S 42° 58' 50" E. a distance of 62.29 feet along the line of lands of the following: Eugene Marfisi, Bruce Ehart, William Cunningham, Monire Lorentz and William Werner to an iron pin; thence,
- (4) S 47° 01' 30" E. a distance of 202.90 feet along the line of lands of Janet Cox to an iron pin; thence,
- (5) S 43° 00' 30" E. a distance of 1002.41 feet still along the same to an iron pin; thence,
- (6) S 43° 59' 00" E. a distance of 493.59 feet along the line of lands of Harry Landau to an iron pin; thence,
- (7) S 30° 31' 00" W. a distance of 714.04 feet along the line of lands of Joseph Hall to an iron pin; thence,
- (8) N 54° 53' 30" W. a distance of 195.35 feet still along the same to an iron pin; thence,
- (9) S 33° 47' 00" W. a distance of 569.54 feet still along the same to an iron pin; thence,
- (10) S 57° 00' 00" W. a distance of 208.71 feet along the line of lands of Richard Cruser to an iron pin; thence,
- (11) S 33° 47' 00" W. a distance of 492.46 feet still along the same to a point in the centerline of Windsor Road; thence,
- (12) S 57° 00' 00" W. a distance of 252.29 feet along the centerline of said road to a point; thence,

Prepared by:

  
FRANCIS E. HATCH, ESQUIRE

VOL 2231 PAGE 153



SCHEDULE A

ROBERT B. HARRISON  
118 Bear Brook Road  
Princeton Jct., NJ 08550  
(609) 452-9188

Mets and Bounds Description for a parcel of land known as Block 34, Lot 4, West Windsor Township and Block 14, Lot 23, Washington Township, Mercer County to be conveyed to Jean and Michael Esposito.

X

BEGINNING at a point in the northeasterly line of Edinburg-Windsor Road, said beginning point being the following two courses from the intersection of the northeasterly line of Edinburg-Windsor Road with the southeasterly line of South Lane, to wit:

- (1) S 57° 26' E, along the northeasterly line of Edinburg-Windsor Road, 502.64 feet to a point; thence
- (2) S 44° 16' W, 16.89 feet to a point and the place of BEGINNING and from said beginning point running thence
- (1) N 44° 16' E, a distance of 165 feet along the line of lands of N/P Eugene Marfisi to a point; thence
- (2) N 42° 58' 50" E, a distance of 82 feet to a point; thence
- (3) N 52° 36' 10" W, a distance of 99.08 feet to a point in the southeasterly line of N/P Bruce Enart; thence
- (4) N 42° 56' 50" E, a distance of 582.29 feet to an iron pin in the lands, N/P William Kerner and N/P Janet Cox; thence
- (5) S 47° 01' 30" E, a distance of 282.90 feet along the line of lands of Janet Cox to an iron pin, thence
- (6) N 43° 06' 30" E, a distance of 1082.41 feet to an iron pin; thence
- (7) S 46° 59' E, a distance of 493.5 feet along the line of lands N/P Harry Landau to an iron pin, thence
- (8) S 36° 31' W, a distance of 714.04 feet along lands N/P Joseph Hall to an iron pin; thence
- (9) N 54° 58' 30" W, a distance of 195.35 feet to an iron pin; thence
- (10) S 33° 47' W, a distance of 569.54 feet to an iron pin; thence
- (11) N 57° W, a distance of 208.71 feet along the line of N/P Richard Crusier to an iron pin; thence
- (12) S 33° 47' W, a distance of 492.46 feet to a point in the centerline of Edinburg-Windsor Road; thence
- (13) N 57° W, a distance of 252.29 feet along said centerline to a point; thence
- (14) N 43° E, a distance of 15.84 feet to a point in the northeasterly line of said road; thence
- (15) N 57° 26' W, a distance of 292.20 feet along the northeasterly line of said road to the point and place of BEGINNING. X

Containing 23.206 Acres of land more or less.

  
ROBERT B. HARRISON  
PROFESSIONAL LAND SURVEYOR  
P.L.S. 28309

9-28-83

2274

(13) N 43° 00' 00" E. a distance of 15.84 feet to a point in the  
northeasterly side of said road; thence  
(14) N 57° 26' 00" W. a distance of 292.20 feet along the northeasterly  
side of said road to the point and place of BEGINNING.

Containing 23.396 acres of land more or less.

SUBJECT to the rights of the public in whatever portion lies within the  
right of way of the Windsor Road.

Said property is also known as Lot 23 in Block 14 on the Washington  
Township Tax Map and as Lot 4 in Block S-34 on the West Windsor Township  
Tax Map, also known as 174 Windsor-Edinburg Road, Township of West Windsor.

The above description is in accordance with a survey prepared by  
Arthur L. Ritter, Land Surveyor, dated December 29, 1978.

BEING part of the same lands and premises conveyed to E. Patrick Marfisi, Jr.  
and Rebecca T. Marfisi, his wife, by deed from Mildred P. Cantt, Executrix  
of the Last Will and Testament of Stephen Ondrasky dated April 3, 1979, and  
recorded in the Mercer County Clerk's Office April 5, 1979 in Deed Book 2099,  
Page 225.

BEING MORE CORRECTLY DESCRIBED ON ATTACHED SCHEDULE A ( ABOVE)

**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 covered against the Grantor).

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

Witnessed by:

S. Jerry Martini  
S. JERRY MARTINI

E. Patrick Marfisi, Jr. (Seal)  
E. PATRICK MARFISI, JR.  
Rebecca V. Taylor (Seal)  
REBECCA V. TAYLOR

STATE OF NEW JERSEY, COUNTY OF Monmouth

SS:

I CERTIFY that on July 21, 1983  
E. PATRICK MARFISI and Rebecca V. Taylor, both unmarried

and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person) 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 \$158585.00 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.)

Jeffrey Goldman  
Jeffrey Goldman, Attorney at Law  
of  
New Jersey

VOL 2231 PAGE 155

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.  
 Albert E. Driver, Jr.

18738

<b>DEED</b>		Dated: July 21, 1983
E. PATRICK MARFISI, JR and REBECCA V. TAYLOR, both Unmarried		Record and return to:  <b>BOISAR &amp; SACHS</b> ATTORNEYS AT LAW P.O. Box 847 New Windsor, NJ 08520
TO	Grantor.	
MICHAEL F. ESPOSITO AND JOAN M. ESPOSITO, Tenants in Common		1550 556.57 R.T.F.
	Grantee.	

ALBERT E. DRIVER, JR.  
 COUNTY CLERK  
 OCT 11 1983 DEED 18738  
 TRANSFER FEE

1 OCT 11 83 255628  
 2 OCT 11 83 255629

D CASH \$15.00  
 B CASH \$556.50

Case: 44929  
Form: W13  
Date: 10/12/2010

(14)

OCT 12 2010  
COPY

State of New Jersey  
Mercer County Surrogate's Court

10 1452

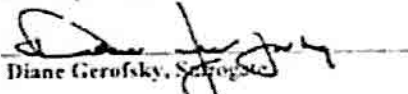
In the Matter of the Estate of  
Michael F. Esposito  
a/k/a Michael Esposito, Deceased



LETTERS TESTAMENTARY

I, Diane Gerofsky, Surrogate, do hereby certify the annexed to be a true copy of the Last Will and Testament and/or Codicil(s) of the above named decedent, late of the County of Mercer, and State of New Jersey, admitted to Probate on October 12, 2010 by the Surrogate of Mercer County, and that Letters Testamentary were issued to Joan M. Esposito the Executor/trix(s) named therein, who is (are) duly authorized to take upon himself/herself (themselves) the administration of the said testator agreeably to the said Will and/or Codicil(s).

WITNESS my hand and seal of office, this  
12th day of October, 2010.

  
Diane Gerofsky, Surrogate



Case: 44925  
Form: W64  
Date: 4/4/2014

(23)

101452

State of New Jersey  
Mercer County Surrogate's Court

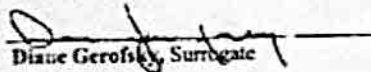
APR - 4 2014

In the Matter of the Estate of  
Michael F. Esposito  
a/k/a Michael Esposito, Deceased

JUDGMENT FOR LETTERS  
TESTAMENTARY TO  
SUCCEEDING EXECUTOR

Upon reading and filing the application of Andrew Joseph Esposito whereby it appears that Joan M. Esposito who was named as Executor departed this life without having completed the administration of said estate, and that said Will was filed and was duly admitted to probate by this Court on October 12, 2010; in the office of the Surrogate of Mercer County, and it further appearing that by the terms of the said Will, Andrew Joseph Esposito was appointed Succeeding Executor thereunder in the event of the death of Joan M. Esposito.

It is thereupon, on this 4<sup>th</sup> day of April, 2014 adjudged that Letters Testamentary to the Succeeding Executor upon the aforesaid Will be granted to the Applicant upon his duly qualifying as such Succeeding Executor.

  
Diane Gerofsky, Surrogate

Case: 44929  
Form: W68  
Date: 4/4/2014

(24)

101452

State of New Jersey  
Mercer County Surrogate's Court

COPY

APR - 4 2014

In the Matter of the Estate of  
Michael F. Esposito  
a/k/a Michael Esposito, Deceased

LETTERS TESTAMENTARY  
SUCCEEDING EXECUTOR

I, Diane Gerofsky, Surrogate, do hereby certify the annexed to be a true copy of the Last Will and Testament and/or Codicil(s) of the above named decedent, late of the County of Mercer and State of New Jersey, admitted to Probate on October 12, 2010 and whereas, the said testator appointed Joan M. Esposito Executor thereof, who, after taking upon himself/herself the burden of administration, but before completing the same departed her life on March 27, 2014 and whereas by the terms of the said Last Will and Testament Andrew Joseph Esposito was appointed Succeeding Executor and that Andrew Joseph Esposito qualified as Succeeding Executor; and

THEREFORE, it is on this April 4, 2014, Letters Testamentary Succeeding Executor for the said estate are hereby issued by me to Andrew Joseph Esposito, as Succeeding Executor, in the place and stead of Joan M. Esposito and the said Andrew Joseph Esposito is duly authorized as such Succeeding Executor to administer the said estate according to law and the terms of the said Last Will and Testament and/or Codicil(s).

WITNESS my hand and seal of office, this  
4th day of April, 2014.

  
Diane Gerofsky, Surrogate



Case: 54149  
Form: W13  
Date: 4/23/2014

(18)

State of New Jersey  
**Mercer County Surrogate's Court**

140599

APR 23 2014

COPY

In the Matter of the Estate of  
**Joan M. Esposito**  
a/k/a **Joan Esposito**, Deceased




LETTERS TESTAMENTARY

I, **Diane Gerofsky**, Surrogate, do hereby certify the annexed to be a true copy of the Last Will and Testament and/or Codicil(s) of the above named decedent, late of the County of **Mercer**, and State of **New Jersey**, admitted to Probate on **April 23, 2014** by the Surrogate of **Mercer** County, and that Letters Testamentary were issued to **Susan Brown** the **Executor/rix(s)** named therein, who is (are) duly authorized to take upon himself/herself (themselves) the administration of the said testator agreeably to the said Will and/or Codicil(s).



WITNESS my hand and seal of office, this  
23rd day of April, 2014.

  
Diane Gerofsky Surrogate

Mercer County Clerk's Office

Return To:

SHEPPARD MASSAR ESQ  
PO BOX 847-E  
EAST WINDSOR NJ 08620-0847

ESPOSITO  
MICHAEL  
TRUST CO NJ

F

Index MORTGAGE BOOK

Book 07706 Page 0018

No. Pages 0020

Instrument MORTGAGES

Date : 12/02/2002

Time : 4:54:42

Control # 200212020611

INST# RD 2002 066189

Employee ID LISAC

RECORDING	\$	51.00
	\$	.00
RECORDING	\$	64.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	115.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\*IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Catherine DiCostanzo  
Mercer County Clerk



vol7706 pg018



RR to  
SHEPPARD MASSAR, PA  
P.O. BOX 847  
EAST WINDSOR, NJ 08520

Return To:  
Record and return to:  
The Trust Company Bank of New Jersey  
Residential Mortgage Department  
35 Journal Square  
Jersey City, New Jersey 07306

MTG  
19-P  
11500  
HS188

Prepared by: \_\_\_\_\_

[Space Above This Line For Recording Data]

### MORTGAGE

#### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated November 5, 2002, together with all Riders to this document.
- (B) "Borrower" is Michael F. Esposito & Joan M. Esposito / husband and wife. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is The Trust Company of New Jersey. Lender is a Corporation organized and existing under the laws of New Jersey. Lender's address is P.O. Box 6762, Jersey City, NJ 07306. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated November 5, 2002. The Note states that Borrower owes Lender Three-Hundred-Thousand and 00/100 Dollars (U.S. \$ 300,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 31, 2032.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

Being the same premises conveyed to the mortgagors herein under Deed from E. Patrice Marfisi, Jr., unmarried, dated 7/21/83, recorded 10/11/83, in the Mercer County Clerk's office in Deed Book 2231, at page 153.

NEW JERSEY--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3031 1/01 (Page 1 of 16 pages)

Initials: ME

VOL 7706 PG 019

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

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

VOL7706 PG020

Initials: *Me*

mortgage, grant and convey to Lender the following described property located in the  
Township of West Windsor  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

which currently has the address of 1203 Windsor Road  
[Street]  
West Windsor, New Jersey 08550 ("Property Address"):  
[City] [Zip Code]

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

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

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

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

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



## HARRISON SURVEYORS

ROBERT B. HARRISON  
PROFESSIONAL LAND SURVEYOR  
46 OLD YORK ROAD  
RINGOES, NEW JERSEY 08551

Telephone 908-782-0225  
Fax 908-782-0225

October 6, 2002

COUNTY OF MERCER  
TOWNSHIP OF WEST WINDSOR  
BLOCK 34, LOT 4  
TOWNSHIP OF WASHINGTON  
BLOCK 14, LOT 23

DESCRIPTION OF PROPERTY  
OWNED BY MICHAEL F. AND  
JOAN M. ESPOSITO

Metes and Bounds Description for a parcel of land owned by Michael F. and Joan M. Esposito, known as Block 34, Lot 4, Township of West Windsor and Block 14, Lot 23, Township of Washington, Mercer County, New Jersey.

BEGINNING at a point in the northeasterly line of Edinburg-Windsor Road, said beginning point being the following two courses from the intersection of the northeasterly line of Edinburg-Windsor Road with the southeasterly line of South Lane; thence

(A) South 57 degrees 26 minutes East, along the northeasterly line of Edinburg-Windsor Road, a distance of 502.64 feet to a point; thence

(B) South 44 degrees 16 minutes West, a distance of 16.89 feet to a point and the place of BEGINNING and from said beginning point; running thence

(1) North 44 degrees 16 minutes East, a distance of 165 feet along the line of lands of N/F Eugene Marfisi to a point; thence

(2) North 42 degrees 58 minutes 50 seconds East, a distance of 82 feet to a point; thence

(3) North 52 degrees 36 minutes 10 seconds West, a distance of 99.08 feet to a point in the southeasterly line of lands N/F Bruce Ehart; thence

*Rbh  
10-06-02*

VOL7706 PG022

(4) North 42 degrees 58 minutes 50 seconds East, a distance of 582.29 feet to a point in the lands, N/F William Kerner and N/F Janet Cox; thence

(5) South 47 degrees 01 minutes 30 seconds East, a distance of 282.90 feet along the line of lands of Janet Cox to a point, thence

(6) North 43 degrees 08 minutes 30 seconds East, a distance of 1082.41 feet to a point; thence

(7) South 46 degrees 59 minutes East, a distance of 493.50 feet along the line of lands N/F Harry Landau to a point; thence

(8) South 36 degrees 31 minutes West, a distance of 714.04 feet along lands N/F Joseph Hall to a point; thence

(9) North 54 degrees 58 minutes 30 seconds West, a distance of 195.35 feet to a point; thence

(10) South 33 degrees 47 minutes West, a distance of 569.54 feet to a point; thence

(11) North 57 degrees West, a distance of 208.71 feet along the line of N/F Richard Crusier to a point; thence

(12) South 33 degrees 47 minutes West, a distance of 492.46 feet to a point in the centerline of Edinburg-Windsor Road; thence

(13) North 57 degrees West, along the said centerline, a distance of 252.29 feet to a point; thence

(14) North 43 degrees East, a distance of 15.84 feet to a point in the northeasterly line of the said road; thence

(15) North 57 degrees 26 minutes West, a distance of 292.20 feet along the northeasterly line of the said road to the point and place of BEGINNING.

Containing 23.20 acres of land, more or less, including lands in the right of way of Edinburg-Windsor Road.

*Rbh  
10-06-02*

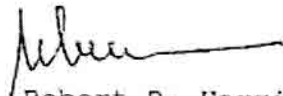
Commonly known as #1203 Windsor Road, West Windsor, N.J.

Also being shown on the current Township of West Windsor Tax Map Block 34, Lot 4 and the current Township of Washington Tax Map Block 14, Lot 23.

Subject to the rights of the public in whatever portion of the lot that lies within the right of way of Windsor Road.

Subject to conditions, agreements, easements, restrictions and covenants of record.

The hereinafter referenced plan of survey and the metes and bounds description as described are subject to any facts that may be revealed by a full and accurate title search.



October 6, 2002

Robert B. Harrison, P.L.S.

Professional Land Surveyor NJ28309


cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

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

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


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

Signed, sealed and delivered in the presence of:

  
SHEPPARD MASSAR  
Attorney at Law of NJ

  
Michael F. Esposito - Borrower (Seal)

Social Security Number ~~010-01-111111~~ *ME*

  
SHEPPARD MASSAR  
Attorney at Law of NJ

  
Joan M. Esposito - Borrower (Seal)

Social Security Number \_\_\_\_\_

\_\_\_\_\_ [Space Below This Line For Acknowledgment] \_\_\_\_\_

CN

Mercer County Clerk's Office

Return To:

FISERV LENDING SOLUTIONS  
27 INWOOD RD  
  
ROCKY HILL CT 06067

ESPOSITO  
MICHAEL F  
SOVEREIGN BK

Index MORTGAGE BOOK  
Book 09660 Page 0707  
No. Pages 0006  
Instrument MORTGAGES  
Date : 11/13/2006  
Time : 2:46:44  
Control # 200611131114  
INST# RD 2006 062442  
  
Employee ID NSEGURA

RECORDING	\$	23.00
RECORDING	\$	22.00
DARM \$3	\$	15.00
NMD1PA	\$	10.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
Total:	\$	70.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\*IT CONTAINS ALL RECORDING INFORMATION \*  
\*\*\*\*\*

Paula Sollami-Covello  
Mercer County Clerk



1096600707  
VOL9660 PG707





ESPOSITO, MICHAEL F

Record and Return To:  
Fiserv Lending Solutions  
27 Inwood Road  
ROCKY HILL, CT 06067

**MORTGAGE**

Prepared by: Sovereign Bank

**NEW JERSEY  
OPEN-END MORTGAGE**

THIS MORTGAGE is given on OCTOBER 23, 2006 . The mortgagor is:  
MICHAEL F ESPOSITO and JOAN M ESPOSITO

This Mortgage is given to Sovereign Bank, a federal savings bank whose address is  
450 Penn Street, Reading, PA 19602 ("Lender") or its successors or assignees.

In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to the Lender.

Pursuant to a Home Equity Line of Credit Agreement dated the same date as this Mortgage ("Agreement"), you may incur maximum unpaid loan indebtedness (exclusive of interest thereon) in amounts fluctuating from time to time up to the maximum principal sum outstanding at any time of Seventy-Five Thousand and no/100 Dollars (U.S. \$ 75,000.00 ). The Agreement provides for a final scheduled installment due and payable not later than 09/23/2036 . You agree that this Mortgage shall continue to secure all sums now or hereafter advanced under the

terms of the Agreement including, without limitation, such sums that are advanced by us whether or not at the time the sums are advanced there is any principal sum outstanding under the Agreement. The parties hereto intend that this Mortgage shall secure unpaid balances, and all other amounts due to us hereunder and under the Agreement. This Mortgage and the Note secured thereby are subject to modification (including changes in the interest rate, the due date, and other terms and conditions) as defined in New Jersey Statutes Annotated §§ 46:9-8.1 to 46:9-8.4; and upon such modification, shall have the benefit of the lien priority provisions of that

For this purpose, you hereby mortgage, grant and convey to us and our successors and assigns the property located in MERCER County, New Jersey, and more fully described below:

**PROPERTY DESCRIPTION**

That certain piece or parcel of land, and the buildings and improvements thereon, :

In the Town of: WEST WINDSOR

County of: MERCER

and State of: NEW JERSEY

and being more particularly described in a deed recorded in

Book 2231  
Page 153

W. Windsor Twp

of the MERCER County, City of WEST WINDSOR

which property is more commonly known as

1203 WINDSOR RD , WEST WINDSOR, NJ 08550 ("Property Address");

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

**YOU COVENANT** that you are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

1. **Payment of Principal, Interest and Other Charges.** You shall pay when due the principal of and interest owing under the Note and all other charges due under the Note.

2. **Payments of Taxes and Insurance.** You will pay, when due, all taxes, assessments, leasehold payments or ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). We specifically reserve to ourself and our successors and assigns the unilateral right to require that you pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) of the yearly taxes, and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 will be applied by us in any order we choose.

4. **Prior Mortgages; Charges; Liens.** You shall perform all of your obligations under any mortgage, deed of trust, or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you shall promptly furnish to us all notices of amounts to be paid under this paragraph and receipts evidencing any such payments you make directly. You shall promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage.

5. **Hazard Insurance.** You shall keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which we require insurance. This insurance shall be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals shall be acceptable to us and shall include a standard mortgagee clause. If we require, you shall promptly give us all receipts of paid premiums and renewal notices.

If you fail to maintain coverage as required in this section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions of Section 7. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property therein. You also understand and agree that the premium for any such insurance may be higher than the premium you would pay for such insurance. You shall promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so. We may also, at our option and on your behalf, adjust and compromise any claims under the insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and shall not be affected by your subsequent disability or incompetence.

Insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds shall be applied to sums secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, then we may collect and use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal shall not require us to extend or postpone the due date of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition shall pass to us to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

You shall not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

6. **Preservation and Maintenance of Property; Leaseholds.** You shall not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. If this Mortgage is on a leasehold, you shall comply with the lease. We may declare a default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You shall also be in default if you, during the loan application process, gave materially false or inaccurate information or statements to us (or failed to provide us with any material information) in connection with the loan evidenced by the Agreement, including, but not limited to, representations concerning your occupancy of the Property as a principal residence or vacation residence. If this Mortgage is on a leasehold, you shall comply with the lease. If you acquire fee title to the Property, the leasehold and fee title shall not merge unless we agree to the merger in writing.

25. **Waiver of Homestead; Dower and Curtesy.** When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.

BY SIGNING BELOW, You accept and agree to the terms and covenants contained in this Mortgage and in any rider(s) executed by you and recorded with it.

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

Michael F. Esposito (SEAL)  
MICHAEL F ESPOSITO

Joan M Esposito (SEAL)  
JOAN M ESPOSITO

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

**ACKNOWLEDGEMENTS**

STATE OF New Jersey  
COUNTY OF Monmouth to wit:

On the 23rd day of October, 2006, before me, Prema Pinninti, a Notary Public of the State and County aforesaid personally appeared

MICHAEL F ESPOSITO and JOAN M ESPOSITO

who I am satisfied is/are the Person(s) named in and who executed the within instrument; and he/she/they signed, sealed and delivered the same as his/her/their act and deed for the uses and purposes therein expressed.

My commission expires: 09/04/2007

[Signature]  
Notary Public (SEAL)

PREMA PINNINTI  
NOTARY PUBLIC STATE OF NEW JERSEY  
My Commission Expires September 4, 2007

Clerk: After recording, please return to: Sovereign Bank, Mail Stop 10-421-CP2, 450 Penn Street, Reading, PA 19602



**INSTR # 2014035276**  
 L BK 408 PG 1876 Pgs 1876 - 1878 (3 pgs)  
 RECORDED 08/22/2014 10:04:13 AM  
 PAULA SOLLAMI COVELLO, COUNTY CLERK  
 MERCER COUNTY, NEW JERSEY

Marissa Edwards, Esquire; Atty ID No.: 087612014  
 MILSTEAD & ASSOCIATES, LLC  
 1 E. Stow Road  
 Marlton, NJ 08053  
 (856) 482-1400  
 Attorneys for Plaintiff  
 File No.: 81.35144

CAPITAL ONE, N.A.,  
 Plaintiff,

Vs.

JOAN M. ESPOSITO A/K/A JOAN ESPOSITO,  
 HER HEIRS, DEVISEES AND PERSONAL  
 REPRESENTATIVES AND HIS/HER, THEIR OR  
 ANY OF THEIR SUCCESSORS IN RIGHT,  
 TITLE AND INTEREST; MICHAEL F.  
 ESPOSITO A/K/A MICHAEL ESPOSITO, HIS  
 HEIRS, DEVISEES AND PERSONAL  
 REPRESENTATIVES AND HIS/HER, THEIR OR  
 ANY OF THEIR SUCCESSORS IN RIGHT,  
 TITLE AND INTEREST et al,

Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
 CHANCERY DIVISION  
 MERCER COUNTY

DOCKET NO.: F. 034289-14

CIVIL ACTION

NOTICE OF LIS PENDENS

TO WHOM IT MAY CONCERN:

Please be advised that notice is hereby given regarding the above-entitled Civil Action, which has been commenced and is pending to foreclose a mortgage and recover possession of certain lands and premises, as follows:

1. The Mortgage being foreclosed was made by Michael F. Esposito and Joan M. Esposito, husband and wife, to The Trust Company of New Jersey, dated November 5, 2002, and recorded in the Office of the Mercer County Clerk on December 2, 2002 in Book 7706, Page 18, et seq.
2. To recover possession of the lands and premises hereinafter described. The lands and premises to be affected by said suit are described in Schedule A annexed hereto.

The Complaint in Foreclosure in the above-entitled action was filed in the Office of the Clerk of the Superior Court of New Jersey on 8/19/14.

Milstead & Associates, LLC  
 Attorneys for Plaintiff

By: ME  
 Marissa Edwards, Esquire

Dated: 8/19/14

*MLP  
 3/18/14  
 #60  
 #137703*

Schedule A

COUNTY OF MERCER  
TOWNSHIP OF WEST WINDSOR  
BLOCK 34, LOT 4  
TOWNSHIP OF WASHINGTON  
BLOCK 14, LOT 23

DESCRIPTION OF PROPERTY  
OWNED BY MICHAEL F. AND  
JOAN M. ESPOSITO

Metes and Bounds Description for a parcel of land owned by Michael F. and Joan M. Esposito, known as Block 34, Lot 4, Township of West Windsor and Block 14, Lot 23, Township of Washington, Mercer County, New Jersey.

BEGINNING at a point in the northeasterly line of Edinburg-Windsor Road, said beginning point being the following two courses from the intersection of the northeasterly line of Edinburg-Windsor Road with the southeasterly line of South Lane; thence

(A) South 57 degrees 26 minutes East, along the northeasterly line of Edinburg-Windsor Road, a distance of 502.64 feet to a point; thence

(B) South 44 degrees 16 minutes West, a distance of 16.89 feet to a point and the place of BEGINNING and from said beginning point; running thence

(1) North 44 degrees 16 minutes East, a distance of 165 feet along the line of lands of N/F Eugene Marfisi to a point; thence

(2) North 42 degrees 58 minutes 50 seconds East, a distance of 82 feet to a point; thence

(3) North 52 degrees 36 minutes 10 seconds West, a distance of 99.08 feet to a point in the southeasterly line of lands N/F Bruce Ehart; thence

(4) North 42 degrees 58 minutes 50 seconds East, a distance of 582.29 feet to a point in the lands, N/F William Kerner and N/F Janet Cox; thence

(5) South 47 degrees 01 minutes 30 seconds East, a distance of 282.90 feet along the line of lands of Janet Cox to a point, thence

(6) North 43 degrees 08 minutes 30 seconds East, a distance of 1082.41 feet to a point; thence

(7) South 46 degrees 59 minutes East, a distance of 493.50 feet along the line of lands N/F Harry Landau to a point; thence

(8) South 36 degrees 31 minutes West, a distance of 714.04 feet along lands N/F Joseph Hall to a point; thence

(9) North 54 degrees 58 minutes 30 seconds West, a distance of 195.35 feet to a point; thence

(10) South 33 degrees 47 minutes West, a distance of 569.54 feet to a point; thence

(11) North 57 degrees West, a distance of 208.71 feet along the line of N/F Richard Crusier to a point; thence

(12) South 33 degrees 47 minutes West, a distance of 492.46 feet to a point in the centerline of Edinburg-Windsor Road; thence

(13) North 57 degrees West, along the said centerline, a distance of 252.29 feet to a point; thence

(14) North 43 degrees East, a distance of 15.84 feet to a point in the northeasterly line of the said road; thence

(15) North 57 degrees 26 minutes West, a distance of 292.20 feet along the northeasterly line of the said road to the point and place of BEGINNING.

Containing 23.20 acres of land, more or less, including lands in the right of way of Edinburg-Windsor Road.

Commonly known as #1203 Windsor Road, West Windsor, N.J.

Also being shown on the current Township of West Windsor Tax Map Block 34, Lot 4 and the current Township of Washington Tax Map Block 14, Lot 23.

Subject to the rights of the public in whatever portion of the lot that lies within the right of way of Windsor Road.

Subject to conditions, agreements, easements, restrictions and covenants of record.

The hereinafter referenced plan of survey and the metes and bounds description as described are subject to any facts that may be revealed by a full and accurate title search.

Township of Washington is now known as Township of Robbinsville.

### Right of Way Agreement

IN CONSIDERATION of One Dollar (\$1.00), paid by JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey corporation, or NEW JERSEY BELL TELEPHONE COMPANY, the receipt of which is hereby acknowledged, the undersigned do (does) hereby grant and convey unto said Jersey Central Power & Light Company, its successors and assigns, and New Jersey Bell Telephone Company, its associated and allied Companies, their successors and assigns, the right to enter without notice upon premises of the undersigned in the Townships

of Washington/West County of Mercer and State of New Jersey, Windsor Windsor situate on the northeasterly side of Windsor-Edinburg Road, southeasterly of South Lane, with part of the premises being known as Lot 23 of Block 14 on the Tax Map for Washington township and part of the premises being known as Lot 4 of Section 34 on the Tax Map for West Windsor Township and described in Deed Book 2231 on Page 153 in the Mercer County Clerk's Office.

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

from pole JC 183, located in the southwesterly bed of Windsor-Edinburg Road approximately 0.2 miles southeasterly of South Lane, thence running in a northeasterly direction, across said Windsor-Edinburg Road, approximately one hundred sixty feet (±160') to pole JC 363, to be installed on said premises, thence running in a northerly direction approximately one hundred seventy feet (±170') to pole JC 364, to be installed on said premises, together with the right to support said pole line with guys and anchors extending from said pole line unto said premises.

It is agreed that the Companies may improve said pole line from time to time so that utility service may be supplied in a proper manner and shall have the right to trim and keep trimmed, or cut and remove such tree or tree branches as may be required to maintain service at all times.

Witness  
(Company)

Date Jan 26 1987

WITNESS: Carol Ann Cagliare

Michael F. Esposito  
MICHAEL F. ESPOSITO

(L.S.)

John M. Esposito  
JOHN M. ESPOSITO

(L.S.)

(L.S.)

(L.S.)

Attest  
(Company)

ATTEST:

Secretary

BY \_\_\_\_\_ President

Prepared by:

[Signature]

RICHARD J. CZUGH

0 2 3 9 4 0 0 0 4 4 1

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ before me, the subscriber, personally appeared \_\_\_\_\_ who, being by me duly sworn on his oath, deposes and proves to my satisfaction, that \_\_\_\_\_ be a Secretary of \_\_\_\_\_

(Corporate)

the Grantor named in the within instrument, that \_\_\_\_\_ is \_\_\_\_\_ 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; the 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 for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1965, c.49, Sec. 1(c) is \$1.00.

Sworn to and subscribed before me \_\_\_\_\_ at \_\_\_\_\_ the date aforesaid.

Secretary

Notary Public of New Jersey

My Commission Expires \_\_\_\_\_

ALBERT E. GIBNER, JR.

Parcel No. \_\_\_\_\_  
Line: \_\_\_\_\_  
County: \_\_\_\_\_

RIGHT OF WAY AGREEMENT  
W.O.F. 434622

Esposito, Michael F. and  
Joan M. (Wf)

TO  
JERSEY CENTRAL POWER  
& LIGHT COMPANY

RECEIVED in the Clerk's Office of the County of \_\_\_\_\_ New Jersey, on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ o'clock in the \_\_\_\_\_ of \_\_\_\_\_ and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ for said County, on Page \_\_\_\_\_

Richard J. Czugh  
RECORD AND RETURN TO  
PUBLIC SAFETY DEPARTMENT  
STATE DEPARTMENT  
MAJISON AVE. AT PUNJIBOW RD.  
MORRISTOWN, N.J. 07960

STATE OF NEW JERSEY

COUNTY OF MERCER

BE IT REMEMBERED, That on this 26th day of DECEMBER 1987 in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey, JOAN ESPOSITO who, I am satisfied ARE the Grantor S 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. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1965, c.49, Sec. 1(c), is \$1.00.

Carol Ann Cagliare  
Notary Public of New Jersey

My Commission Expires 6-25-89  
CAROL ANN CAGLIARE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 25, 1989

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ in the County of \_\_\_\_\_ and State aforesaid, personally appeared before me \_\_\_\_\_ whom I personally know to be the subscribing witness to the execution of the foregoing instrument; and who, being duly sworn, deposed and said that \_\_\_\_\_ he subscribed his name to the said instrument as a subscribing witness on the date contained therein, and that \_\_\_\_\_ he saw \_\_\_\_\_ sign, seal and deliver the said instrument as \_\_\_\_\_ voluntary act and deed, and that \_\_\_\_\_ he subscribed his name thereto at the same time as an attesting witness.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1965, c.49, Sec. 1(c) is \$1.00.

Notary Public of New Jersey

My Commission Expires \_\_\_\_\_

02394 PC441

Right of Way Agreement  
Subscribing Witness Act

021193



# This Indenture,

Made the 6<sup>th</sup> day of June 1986  
Between **STEPHEN ONDRASKY and ELIZABETH ONDRASKY, his wife,**

residing or located at Windsor, of Washington in the County of  
in the Township of and State of New Jersey herein designated as the Greater  
Mercer and  
Sub **RICHARD C. CRUSER and MARY E. CRUSER, his wife,**  
833 Lawrenceville Road, Trenton, N. J.

residing or located at of Washington in the County of  
in the Township of and State of New Jersey herein designated as the Greater  
Mercer and

Witnesseth: That in consideration of **ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**

the Greater do grant and convey, unto the Greater

that certain lot,  
Sit / tract or parcel of land and premises, situate, lying and being in the  
Township of Washington in the  
County of Mercer and State of New Jersey, more particularly described as follows:

25  
cont.

BEGINNING at a point in the centerline of the Windsor Road, said point being distant 1174.06 feet along said centerline from the centerline of South Lane and running thence (1) N 33°47' E, along lands remaining to Stephen Ondrasky and passing over a stake set 25.00 feet from said centerline, a distance of 233.73 feet to a stake; thence (2) along same lands, S 57° E, a distance of 208.71 feet to a pipe set in the centerline of ditch and in line with lands of Martin Adamek; thence (3) along lands of Martin Adamek and down said ditch, S 33°47' W, and passing over a pipe set 25.00 feet from the centerline of the Windsor Road, a distance of 233.73 feet to a point; thence (4) along the centerline of Windsor Road, N 57° W, a distance of 208.71 feet to a point and place of BEGINNING.

Containing 1.126 Acres of land.

Subject to a 15' wide drainage easement along the entire length of the 3rd course as described.

BEING part of the same lands and premises conveyed to said Stephen Ondrasky and Elizabeth Ondrasky, his wife, by Stefan Sefcik, Widower, by deed dated December 3, 1940, recorded in the Mercer County Clerk's Office on December 3, 1940 in Book 810 of Deeds, Page 485.

The aforesaid premises were approved as minor subdivision #229 by the Washington Township Planning Board at a meeting held on April 19, 1986.

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

And the said Grantee

Covenant that, except as may be herein set forth:

1. Grantee are lawfully seized of the land described herein.
2. Grantee 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. Grantee will execute such further assurances of the said lands as may be requisite.
5. Grantee will warrant generally the property hereby conveyed.

In Witness Whereof, the Grantee 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

*Stephen Ondrasky* (L.S.)  
Stephen Ondrasky

*Carolyn M. Ewin* *Elizabeth Ondrasky* (L.S.)  
CAROLYN M. EWING Elizabeth Ondrasky



State of New Jersey, County of MERCER. We do Remembered, that on this 23rd day of June, 1966, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Stephen Ondrasky, and Elisabeth Ondrasky, 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.

State of New Jersey, County of MERCER. We do Remembered, that on this day of before me, the subscriber,

personally appeared who, being by me duly sworn on oath, depose and make proof to my satisfaction, that he is the Secretary of the Corporation named in the within instrument;

that 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 Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me, the date aforesaid. William H. Hickey, Mercer County Clerk. Do hereby certify that \$ 2.00 in documentary stamps are attached hereto.

7546

**Beed**

STEPHEN ODRASKY, and  
ELIZABETH ODRASKY, his wife,

TO  
RICHARD G. CRUSER and  
MARY E. CRUSER, his wife,

Dated June 6, 1966

*By [Signature] Attorney for Grant [Signature]*  
*6029 North 1st Street, Newark, N.J.*

Law Offices  
Samuel Bard  
102 Main St.  
Highstown  
New Jersey

*92*

In compliance with the statute I have  
prepared an abstract of the within  
provided on the accompanying sheet  
Signed and sworn to  
WILLIAM H. FALCET, Clerk

JUN 15 1966 478921 • 7546 DE-103 • 9.00

RECEIVED & RECORDED  
CLERK'S OFFICE  
JUN 15 10 17 AM '66  
Deeds  
VOL. 1760, PAGE 30  
TRENTON, N. J.  
WILLIAM H. FALCET, CLK.

Vol. 1760 Page 30

**This Deed**, made the 9th day of February, 1979.

Between MILDRED R. GANIT, residing at Route 2, Box 356 AA,  
Wilmington, North Carolina

COUNTY OF MERCER  
REGISTRATION 3,506  
PROPERTY TAX MAPS PER 12.25  
DATE 3-28-79 BY DB

Executing as follows:  
Executrix of the Last Will and Testament of STEPHEN ONDRASKY

late of the Township of West Windsor in the County of  
Mercer and State of New Jersey herein designated as the Grantors,

And RICHARD C. CRUSER and MARY E. CRUEER, his wife

residing or located at Post Office Box 171, Windsor Road  
in the Township of Washington in the County of  
Mercer and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, by virtue of the power and authority to the Grantors given in and  
by said Last Will and Testament, and for and in consideration of THREE THOUSAND FIVE  
HUNDRED (\$3,500.00) DOLLARS

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

All that certain lot

tract or parcel of land and premises, situate, lying and being in the  
Township of Washington in the  
County of Mercer and State of New Jersey, more particularly described as follows:

BEGINNING at an iron pipe in the northwest corner of other lands of  
Richard C. Cruser; said point being distant 283.73 feet on a course  
of N 33° 47' E. from a point in the centerline of Windsor Road, said  
centerline point being distant 1074.06 feet southeasterly from the  
point of intersection of the centerline of South Lane with the  
aforesaid centerline of Windsor Road and running thence;

1. N 33° 47' E. a distance of 208.73 feet along the line of lands  
remaining to Stephen Ondrasky Estate to an iron pin; thence,
2. S 57° E. a distance of 208.71 feet, still along the same to an  
iron pin in the centerline of a ditch; thence,
3. S 33° 47' W. a distance of 208.73 feet, along the line of lands  
of Joseph W. Hall and down the centerline of said ditch to an iron  
pipe; thence.
4. N 57° W. a distance of 208.71 feet along other lands of Richard  
C. Cruser to the point and place of BEGINNING.

Containing 1.00 acres of land.

SUBJECT to a 15 foot wide drainage easement granted to Washington  
Township for ditch maintenance. Said easement running along the  
entire length of the third course.

Said property is also known as Part of Lot 23 in Block 14 on the  
Washington Township Tax Map.

The above description is in accordance with a survey prepared by  
Arthur L. Ritter, Land Surveyor, dated November 14, 1978.

VOL 2098 PAGE 437

The property described herein was created by a subdivision approved  
by the Washington Township Planning Board on December 20, 1978.

*Joseph Helges*  
Chairman

*Laurie Blaney*  
Secretary

VOL 2098 PAGE 438

BEING part of the same lands and premises conveyed to Stephen Ondrasky and Elizabeth Ondrasky, his wife, by Stefan Sufcik, Widower, by deed dated December 3rd, 1940, and recorded in the Mercer County Clerk's Office December 3rd, 1940 in Book 810 of Deeds, Page 485. Said Elizabeth Ondrasky predeceased Stephen Ondrasky, who died September 21, 1978, unmarried, leaving a Last Will and Testament wherein he appointed Mildred R. Gantt Executrix with power to sell real estate.

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

And the Grantors covenant that they have not, as such Executors done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

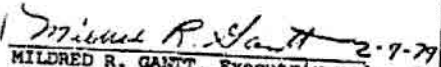
In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

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

In Witness Whereof, the Grantors have hereunto set their hands and seals, 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

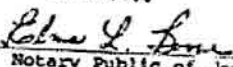
  
Robert F. Gantt

 2-7-79  
MILDRED R. GANTT, Executrix under the  
Last Will and Testament of Stephen  
Ondrasky

NORTH CAROLINA  
State of ~~NEW JERSEY~~ COUNTY of NEW HANOVER | ss.: Be it Remembered,  
that on February 9th 1979, before me, the subscriber, a Notary Public  
of North Carolina personally appeared MILDRED R. GANTT, Executrix under the Last Will and  
Testament of Stephen Ondrasky

who, I am satisfied, is the person named in and who executed the within Instrument,  
and thereupon she acknowledged that she signed, sealed and delivered the same as  
her act and deed, for the uses and purposes therein expressed, and that the full and actual con-  
sideration 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. 1968, c. 49, Sec. 1 (e), is \$ 3,500.00.

Prepared by: SAMUEL BARD, ESQ.  
An Attorney-at-Law of New Jersey

  
Notary Public of North Carolina

VOL 2098 PAGE 439

My Commission Expires December 4, 1980

State of New Jersey, County of \_\_\_\_\_ ) ss.: We it Remembers,  
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. 1968, c. 49, Sec. 1(e), is \$

Sworn to and subscribed before me,  
the date aforesaid.

Prepared by:

**Deed**

4542

MILDRED R. GANTT, Executrix  
under the Last Will and  
Testament of Stephen Ondrasaky

TO

RICHARD C. CRUSER and MARY  
E. CRUSER, his wife

Dated February 19 79

RHC

JOHN P. CAMON  
831 PARKWAY AVENUE  
TRENTON, N.J.  
08618  
(609) 440-0132  
08520

#10-pd.  
#12,25777F

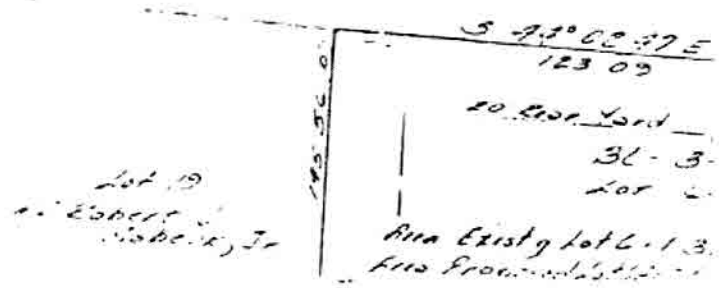
RECEIVED & RECORDED  
MERCER COUNTY  
CLERK'S OFFICE  
MAR 28 10 44 AM '79  
TRENTON, N.J.  
WILLIAM H. FALCOY, CL.

In compliance with the statute I have  
presented an abstract of the within  
to the Assessor of the taxing district  
therein mentioned.  
William H. Falcoy, Clerk

1	MAR 28 79	59800	4542 DEED VOL 2098 PAGE 140	C CASH	\$10.00
2	MAR 28 79	59801	TRANSFER FEE	C CASH	\$12.25

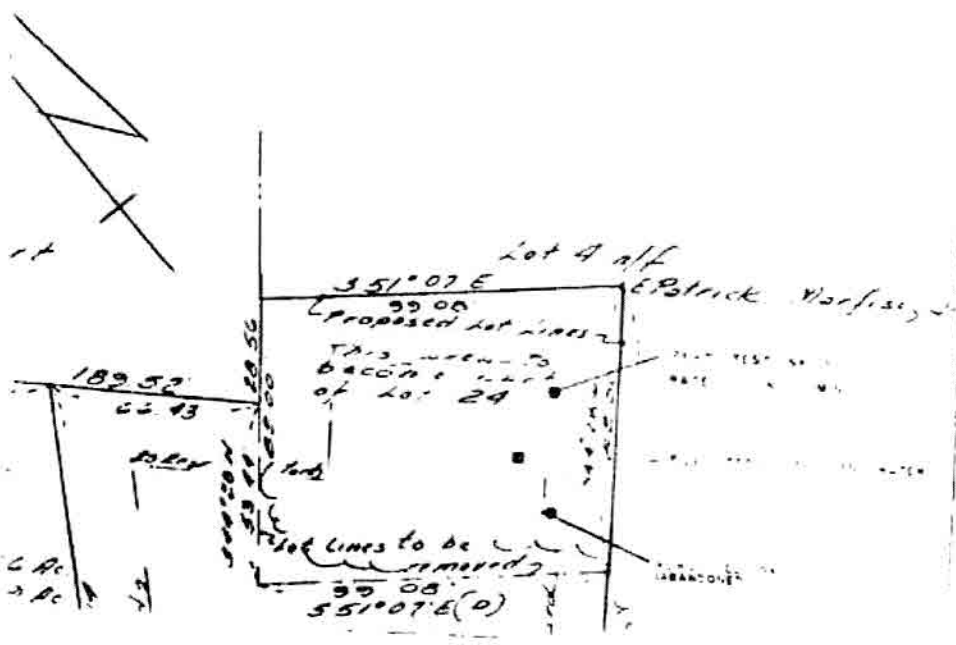


Lot 10  
Bruce Ed.



Vol 2165 pmt 554





No 2165 No 955

Lot 21  
of Maryland

S-34  
Lot 5  
off Janet Cox

100' PL  
N 13° 04' 30" E

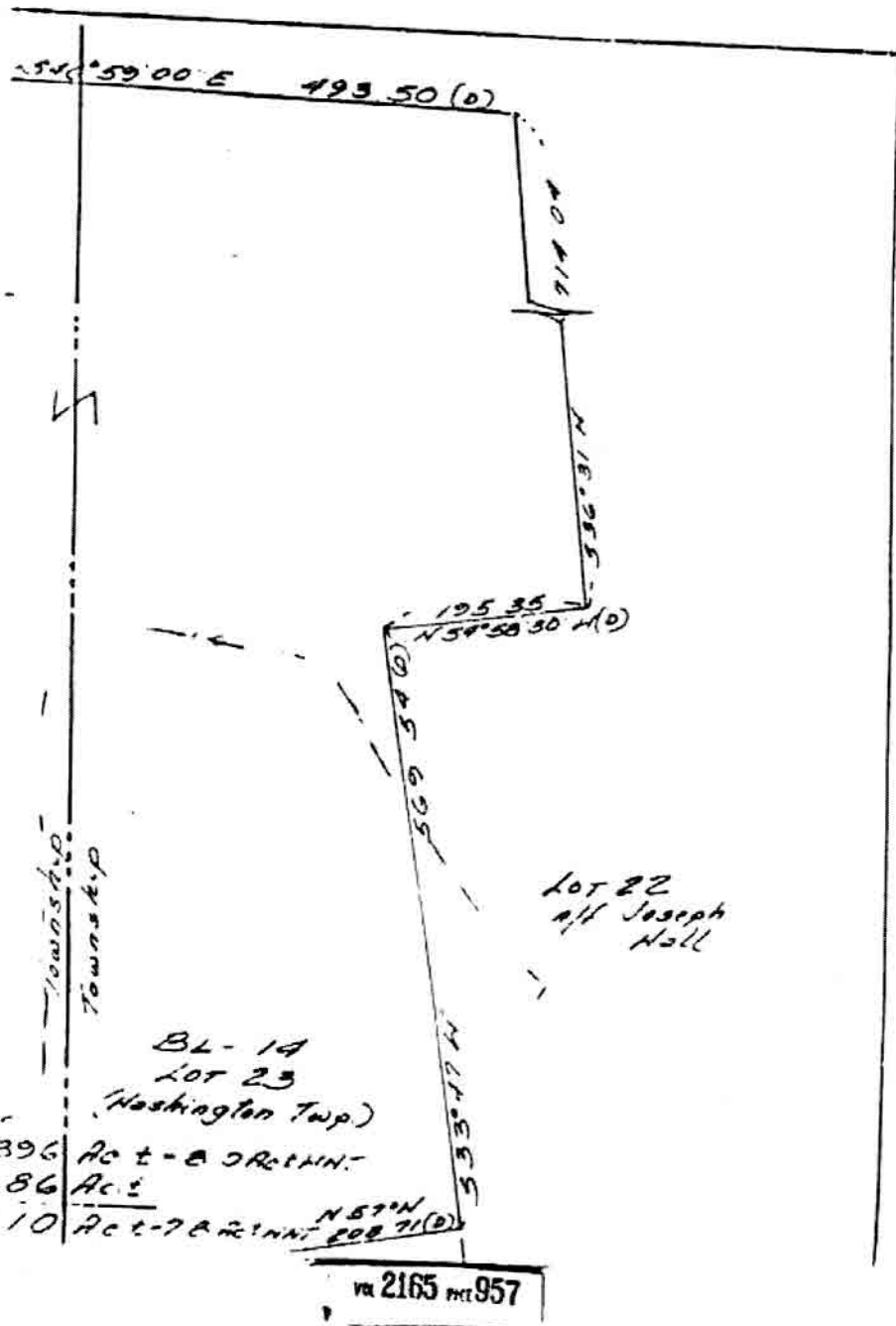
S 47° 13' 00" E 282.90'

Lot 7  
off William Turner

S-37  
Lot 1  
West Windsor Twp  
E Patrice Matthews  
Et. Area 23  
Prop Subdivision O  
Lots Remaining 23

Lot 8

Vol 2105 p 853

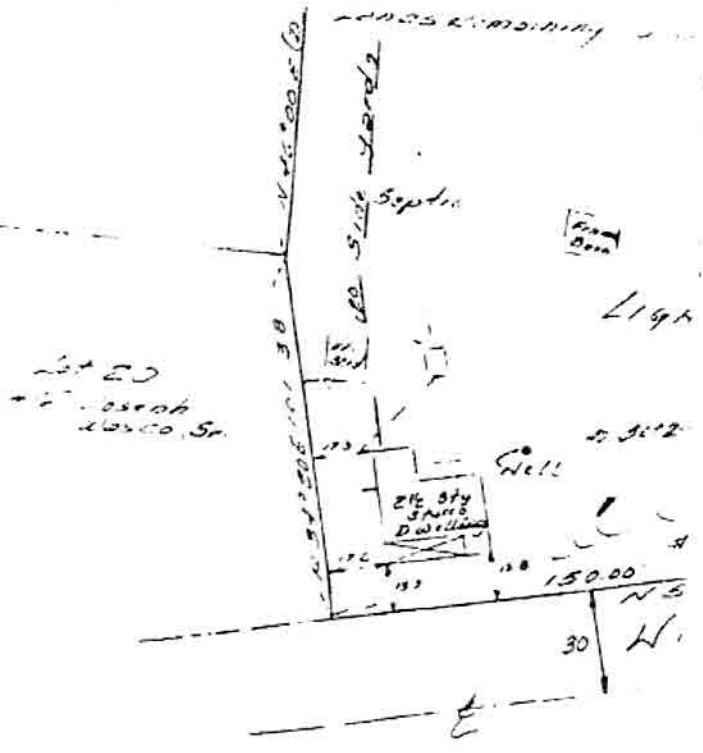


BL-14  
 LOT 23  
 (Washington Twp)

396 Ac ± - 80 Ac ± MIN.  
 86 Ac ±  
 10 Ac ± - 78 Ac ± MIN. 500 71(0)

Lot 22  
 off Joseph  
 Hall

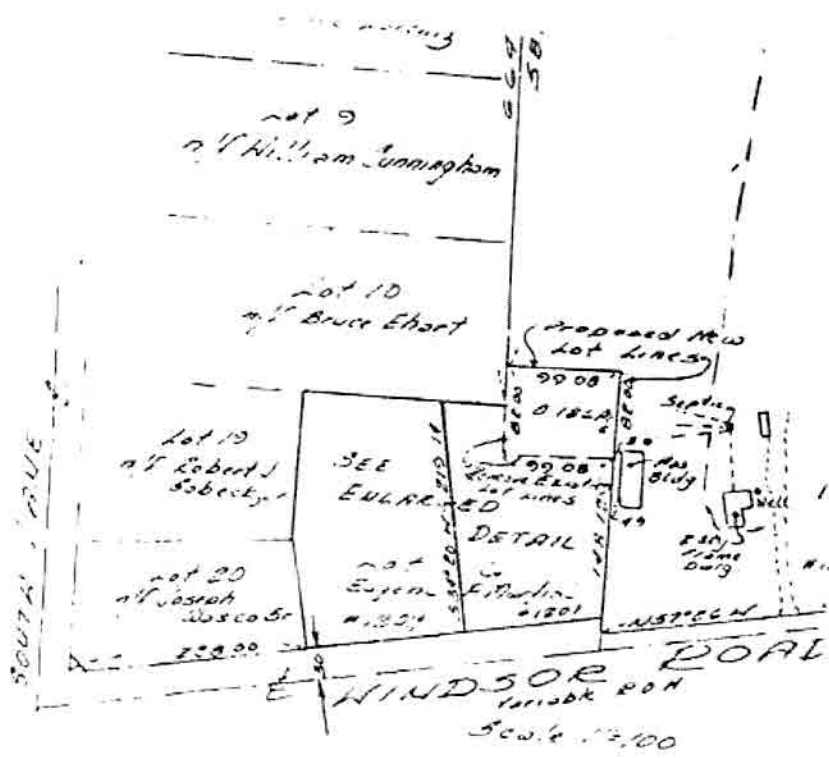
via 2165 pcc 957



Subdivision of E. Patrick McElise  
 Lot 20, Block 34, Zone - P-2  
 Map No. 14, 1980 - As Shown  
 E. Patrick McElise  
 Interior Road, 10' wide, 10' deep  
 10' wide, 10' deep

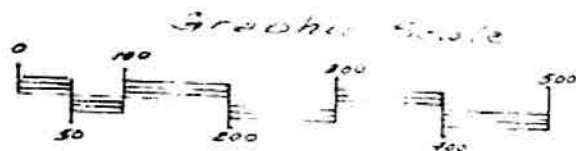
Witness to the signing of the foregoing  
 E. Patrick McElise  
 Eugene J. McElise  
 7/8/91  
 7/8/91





DRIVE 12.2  
 12.2 x 3.75 = 45.75  
 12.2 x 25 = 305  
 12.2 x 50 = 610  
 12.2 x 75 = 915  
 12.2 x 100 = 1220  
 12.2 x 125 = 1525  
 12.2 x 150 = 1830  
 12.2 x 175 = 2135  
 12.2 x 200 = 2440  
 12.2 x 225 = 2745  
 12.2 x 250 = 3050  
 12.2 x 275 = 3355  
 12.2 x 300 = 3660  
 12.2 x 325 = 3965  
 12.2 x 350 = 4270  
 12.2 x 375 = 4575  
 12.2 x 400 = 4880  
 12.2 x 425 = 5185  
 12.2 x 450 = 5490  
 12.2 x 475 = 5795  
 12.2 x 500 = 6100

Vol 2165 p. 900



REV 8-29-80 REF 41291R1

Arthur L. Ritter N.J.L.S. NO 20799	DATE	4-14-80	<b>ARTHUR L. RITTER</b> LAND SURVEYOR VOELBEL ROAD HIGHTSTOWN, N.J.  <i>Proposed Plat Subjinsty          of lands of          E Patrick Morris          situate in          West Windsor Township          West of the 1st</i>
	SCALE:	As Shown	
	DRAWN BY:	A.L.R.	
	FIELD BOOK	1-1-8	
ARTHUR L. RITTER N.J.L.S. NO 20799	FILE NO.	NHT 806:	

FORM 2165 POST 961

9723  
List

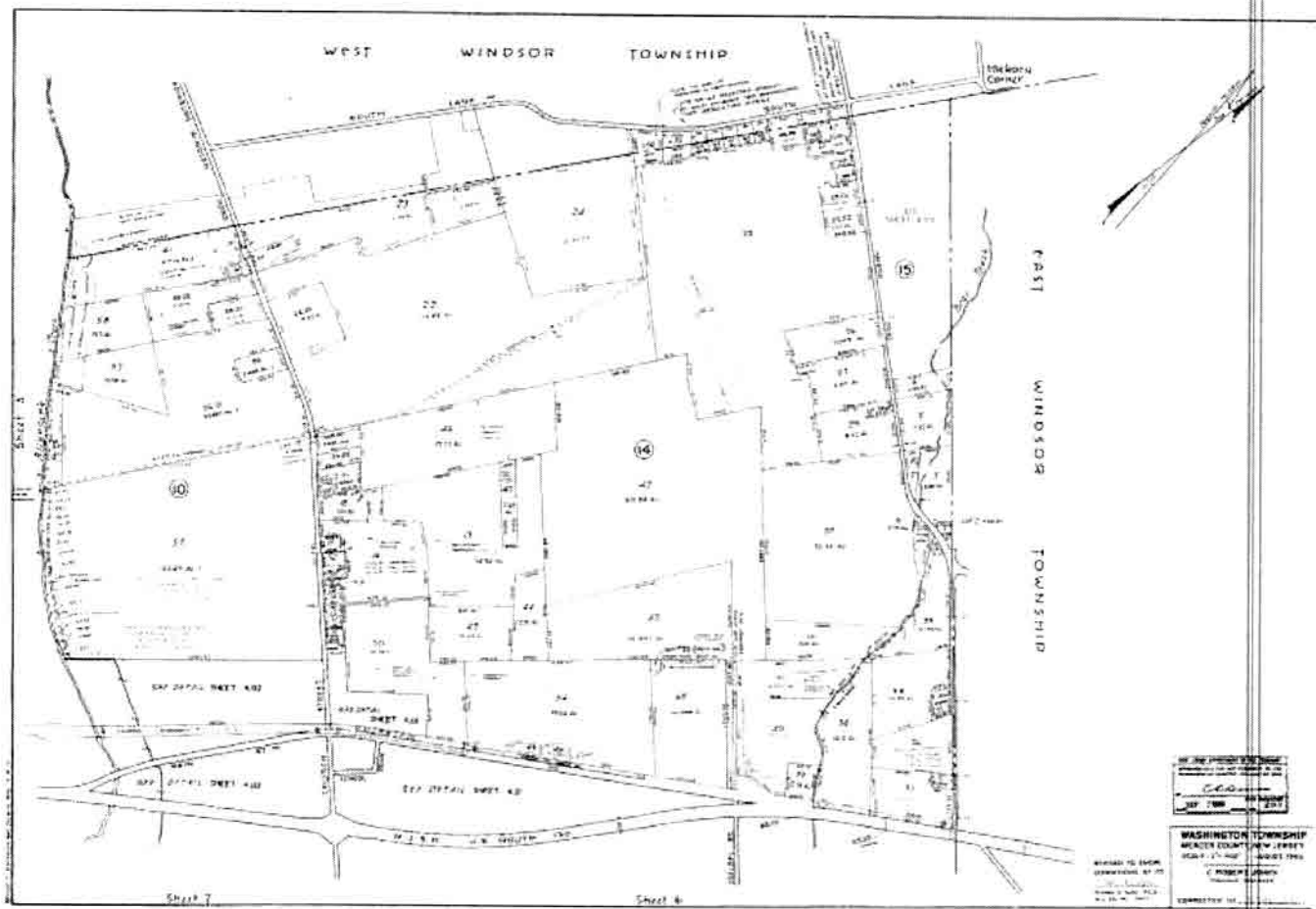
RECEIVED  
CLERK OF COURSE  
JUN 27 2 52 PM '01  
BERT C. COVER, JR.  
COUNTY CLERK

RE  
Munshy & Co. Inc  
P.O. Box 1718  
Lynchburg, VA 24507

VA 2165 PRE 932

1850





WASHINGTON TOWNSHIP  
 WINDSOR COUNTY, NEW JERSEY  
 MAP OF 1900, AUGUST 1900  
 BY ROBERT JOHNSON  
 ENGINEER

