

FREEDOM TITLE & ABSTRACT CO. OF OCEAN CITY

618 West Avenue, Suite 201
Ocean City, NJ 08226
Telephone: 609-398-4006 Fax: 609-398-4017

May 11, 2018

Mr. & Mrs. Plushanski
PLUSHANSKI CONSTRUCTION, LLC
78 Route 173, Suite I
Hampton, NJ 08827

Re: Property: **37 & 39 ROUTE 173 EAST, HAMPTON, NJ 08827**
Policy #: **5011434-0105327e**
Our File #: **OC04397**

Enclosed are the documents marked below:

Owner's Title Insurance Policy

Original Deed

We recommend you keep these documents in a safe place, as with your other permanent records.

Please feel free to contact us with any questions you may have or if we can be of any further assistance to you.

Sincerely,

FREEDOM TITLE & ABSTRACT CO. OF
OCEAN CITY

Enclosures



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Owner's Policy

POLICY NUMBER

5011434-0105327e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

For Reference:

File #: OC04397

Issued By:

**Freedom Title & Abstract Company of Ocean
City**

618 West Avenue, Suite 201
Ocean City, NJ 08226

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risks 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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 insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any

liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there

shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title™

SCHEDULE A

Name and Address of the Title Insurance Company:

**First American Title Insurance Company
1 First American Way
Santa Ana, CA 92707**

File No.: **OC04397**

Policy No.: **5011434-0105327e**

Address Reference: **37 & 39 ROUTE 173 EAST, HAMPTON, NJ 08827**

Amount of Insurance: **\$500,000.00**

Policy Date: **April 30, 2018**

Issued simultaneously with No.: **5011334-0156739e**

1. Name of Insured:

PLUSHANSKI CONSTRUCTION, LLC

2. The estate or interest in the Land that is insured by this Policy is:

Fee Simple

3. Title is vested in:

PLUSHANSKI CONSTRUCTION, LLC, a NJ Limited Liability Company by virtue of a deed from APEX REALTY, LLC, a PA Limited Liability Company transacting business in the State of New Jersey as APEX REO SALES, LLC, dated April 24, 2018 and recorded April 30, 2018, in the Clerk's Office for the County of Hunterdon, in Book 2434, Page 691.

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

Located in: **Township of Union, Hunterdon County, New Jersey**

See SCHEDULE C attached hereto.

FREEDOM TITLE & ABSTRACT CO. OF OCEAN CITY

Issued at:
**618 West Avenue
Suite 201
Ocean City, NJ 08226**

Countersigned: *Avery S. Teitler*
Authorized Officer or Agent



SCHEDULE B

EXCEPTIONS FROM COVERAGE

File No.: **OC04397**

Policy No.: **5011434-0105327e**

Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of:

1. 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. Lien of unpaid taxes for the year 2018. Taxes are paid through the 2nd quarter of 2018. Subsequent taxes not yet due and payable.

The final 2018 real property tax rate may not be available for this property. It is unknown to what extent, if any, the annual taxes might be increased. This policy does not provide any protection against any unexpected increase for the 2018 real property taxes pertaining to the seller's term of ownership.
3. Subject to added or omitted assessments pursuant to N.J.S.A 54:4-63.1 et seq.
4. Subsurface conditions and/or encroachments not disclosed by an instrument of record.

(As to Parcel A – Lot 4):

5. **Rights in any road, street, highway or lane bounding or affecting subject premises.**
6. **Liability for additional taxes resulting from conversion of insured premises or any portion thereof from agricultural or horticultural use as provided in NJSA 54:4-23.8, et seq.**
7. **Driveway Rights as contained in Deed Book 438, Page 163.**
8. **Easements as granted to New Jersey Power & Light Company in Deed Book 478, Page 116; and Deed Book 705, Page 45.**
9. **Right of Ways of the Transcontinental Gas Pipeline Corporation as contained in Deed Book 581, Page 101; and Deed Book 587, Page 130; and Supplemental Right of Ways as contained in Deed Book 1020, Page 585; and Deed Book 1247, Page 719.**
10. **Slope, Grading, and Drainage Rights of the State of New Jersey, as contained in Deed Book 692, Page 502.**
11. **Rights as set forth in Deed Book 776, Page 267; and Deed Book 899, Page 44.**
12. **Notice of Memorandum of Property Purchase Agreement of subject premises between North Jersey Realty LLC (as Seller) and Costco Wholesale Corporation (as Purchaser), dated July 31, 2006, recorded October 20, 2006, in Deed Book 2169, Page 48.**

NOTE: No record of title vesting in North Jersey Realty LLC.

(As to Parcel B – Lot 3):

13. **Rights in any road, street, highway or lane bounding or affecting subject premises.**
14. **Liability for additional taxes resulting from conversion of insured premises or any portion thereof from agricultural or horticultural use as provided in NJSA 54:4-23.8, et seq.**
15. **Driveway Rights as contained in Deed Book 395, Page 358; and Deed Book 438, Page 163.**



First American Title™

SCHEDULE B

(continued)

File No.: **OC04397**

Policy No.: **5011434-0105327e**

16. **Right of Ways of the Transcontinental Gas Pipeline Corporation as contained in Deed Book 592, Page 410; Deed Book 974, Page 13; and Deed Book 2019, Page 224.**
17. **Slope, Grading, and Drainage Rights of the State of New Jersey, as contained in Deed Book 606, Page 448.**
18. **Rights as set forth in Deed Book 710, Page 5804.**
19. **Notice of Memorandum of Property Purchase Agreement of subject premises between North Jersey Realty LLC (as Seller) and Costco Wholesale Corporation (as Purchaser), dated July 31, 2006, recorded October 20, 2006, in Deed Book 2169, Page 48.**
NOTE: No record of title vesting in North Jersey Realty LLC.
20. **Mortgage dated April 25, 2018, from PLUSHANSKI CONSTRUCTION, LLC, a New Jersey limited liability company, to PNC Bank, National Association in the original principal amount of \$300,000.00 and recorded April 30, 2018 in the Clerk's Office of Hunterdon County, New Jersey, in Mortgage Book 4092, Page 405.**



SCHEDULE C

LEGAL DESCRIPTION

File No.: **OC04397**

Policy No.: **5011434-0105327e**

PARCEL A:

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

BEGINNING at an iron pin found at the Southerly sideline of Frontage Road with its intersection with the Northeasterly corner of Block 22, Lot 4, and running; thence

- (1) Along a common line between Block 22, Lots 4 and 5, South 06 degrees 06 minutes 58 seconds West, 1,303.39 feet to an iron pipe found; thence
- (2) Along a common line between Block 22, Lots 4 and 34, North 82 degrees 54 minutes 17 seconds West, 798.09 feet to an iron pipe found; thence
- (3) Along a common line between Block 22, Lots 4 and 37.01 at first, then Lots 37, 38 and 39, North 06 degrees 40 minutes 06 seconds East, 888.84 feet to a point; thence
- (4) Along a common line between Block 22, Lots 4 and 3, South 83 degrees 53 minutes 06 seconds East, 758.40 feet to a point; thence
- (5) Still along the same, North 06 degrees 06 minutes 58 seconds East, 398.80 feet to a point; thence
- (6) Along the Southerly sideline of Frontage Road on a curve to the right having a radius of 5,820.00 feet, length 33.08 feet, and whose chord bears North 87 degrees 35 minutes 25 seconds East, 33.08 feet to the point and place of beginning.

For informational purposes only: ALSO known as Lot 4, in Block 22, on the Township of Union Tax Map.

For informational purposes only: COMMONLY known as 37 ROUTE 173 EAST, HAMPTON, NJ 08827.

PARCEL B:

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

BEGINNING at an iron pipe found in line of lands now or formerly belonging to Clarence Zabriskie, and corner to lands of Russell Mannon; said iron pipe also marking the termination of the first course in a description of a 4.11 acre tract of land previously conveyed by Caryl Lunger and Sarah H. Lunger, his wife, to Helen Foster, by Deed dated May 10, 1933, and recorded at the Hunterdon County Clerk's Office in Book 395 of Deeds, on Page 358, and running; thence



SCHEDULE C

(continued)



File No.: **OC04397**

Policy No.: **5011434-0105327e**

- (1) Along said lands of Clarence Zabriskie and along a portion of aforesaid Course No. 1 reversed, North 04 degrees 40 minutes East, 249.90 feet to a point in the Southerly right of way line of the "frontage" road of the Federal Aid Interstate Route 78, now under construction; thence
- (2) Along same, North 77 degrees 31 minutes East, 103.79 feet to a point of curvature in same; thence
- (3) Still along same and by a curve to the right having a radius of 2,970.00 feet and whose chord bears North 83 degrees 36 minutes 10 seconds East, 632.94 feet to a point in same and corner to lands of Russell Mannon; thence
- (4) Still along same by another curve to the right having a radius of 5,820.00 feet and whose chord bears North 89 degrees 50 minutes East, 31.02 feet to a point in the same; thence
- (5) Along same, South 04 degrees 20 minutes West, 401.59 feet to an iron pipe set in a broken concrete monument, corner to said Mannon; thence
- (6) Still along same, North 85 degrees 32 minutes West, 753.62 feet to the place of beginning.

For informational purposes only: ALSO known as Lot 3, in Block 22, on the Township of Union Tax Map.

For informational purposes only: COMMONLY known as 39 ROUTE 173 EAST, HAMPTON, NJ 08827.

| | |
|---|---|
| <p>Hunterdon County Recording Data Page Honorable Mary H. Melfi Hunterdon County Clerk</p>  | <p>Official Use Only – Barcode</p>  <p>20180430000087820 1/6 04/30/2018 09:54:07 AM D Bk: 2434 Pg: 691 Mary H. Melfi Hunterdon County Clerk</p> |
| <p>Official Use Only – Realty Transfer Fee</p> | <p>Record and Return Address: Freedom Title & Abstract Co. of Ocean City 618 West Avenue Suite 201 Ocean City, NJ 08226 (4397)</p> |
| <p>Date of Document: April 25, 2018</p> | <p>Type of Document: Deed</p> |
| <p>Party Name: Apex Realty, LLC, a PA limited liability company, d/b/a Apex REO Sales, LLC in NJ</p> | <p>Party Name: Plushanski Construction, LLC</p> |
| <p>Additional Parties:</p> | |
| <p align="center">THE FOLLOWING SECTION IS REQUIRED (DEEDS MANDATED)</p> | |
| <p>Block: 22</p> | <p>Lot: 4 & 3</p> |
| <p>Municipality: Township of Union</p> | |
| <p>Consideration: \$500,000.00</p> | |
| <p>Mailing Address of Grantee: 78 Route 173, Suite I, Hampton, NJ 08827</p> | |
| <p align="center">THE FOLLOWING SECTION IS FOR MARGINAL NOTATIONS THAT PERTAIN TO THE ORIGINAL FILED/RECORDED DOCUMENT</p> | |
| <p>Original Book & Page:</p> | <p>Original Instrument Number:</p> |
| <p align="center">HUNTERDON COUNTY RECORDING DATA PAGE</p> <p align="center">Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.</p> | |

Deed

This Deed is made on April 24, 2018

Between

APEX REALTY, LLC, a PA Limited Liability Company transacting business in the State of New Jersey as APEX REO SALES, LLC

whose post office address is 9 Old Lincoln Highway, Malvern, PA 19355

referred to as the Grantor,

and

PLUSHANSKI CONSTRUCTION LLC, a NJ Limited Liability Company

whose post office address is 78 Route 173, Suite I, Hampton, NJ 08827

referred to as the Grantee.

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

1. Transfer of Ownership. The grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This Transfer is made for the sum of **Five Hundred Thousand And 00/100 Dollars (\$500,000.00)**. The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15:1.1) Municipality of Township of Union
Block No. 22 Lot No. 4 & 3 Account No.

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

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Union, County of Hunterdon and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof.
(check box if applicable)

(For Recorder's Use Only)

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

Avery S. Teitler, Esq.

LEGAL DESCRIPTION

PARCEL A:

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

BEGINNING at an iron pin found at the Southerly sideline of Frontage Road with its intersection with the Northeasterly corner of Block 22, Lot 4, and running; thence

- (1) Along a common line between Block 22, Lots 4 and 5, South 06 degrees 06 minutes 58 seconds West, 1,303.39 feet to an iron pipe found; thence
- (2) Along a common line between Block 22, Lots 4 and 34, North 82 degrees 54 minutes 17 seconds West, 798.09 feet to an iron pipe found; thence
- (3) Along a common line between Block 22, Lots 4 and 37.01 at first, then Lots 37, 38 and 39, North 06 degrees 40 minutes 06 seconds East, 888.84 feet to a point; thence
- (4) Along a common line between Block 22, Lots 4 and 3, South 83 degrees 53 minutes 06 seconds East, 758.40 feet to a point; thence
- (5) Still along the same, North 06 degrees 06 minutes 58 seconds East, 398.80 feet to a point; thence
- (6) Along the Southerly sideline of Frontage Road on a curve to the right having a radius of 5,820.00 feet, length 33.08 feet, and whose chord bears North 87 degrees 35 minutes 25 seconds East, 33.08 feet to the point and place of beginning.

For informational purposes only: ALSO known as Lot 4, in Block 22, on the Township of Union Tax Map.

For informational purposes only: COMMONLY known as 37 ROUTE 173 EAST, HAMPTON, NJ 08827.

PARCEL B:

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

BEGINNING at an iron pipe found in line of lands now or formerly belonging to Clarence Zabriskie, and corner to lands of Russell Mannon; said iron pipe also marking the termination of the first course in a description of a 4.11 acre tract of land previously conveyed by Caryl Lunger and Sarah H. Lunger, his wife, to Helen Foster, by Deed dated May 10, 1933, and recorded at the Hunterdon County Clerk's Office in Book 395 of Deeds, on Page 358, and running; thence

- (1) Along said lands of Clarence Zabriskie and along a portion of aforesaid Course No. 1 reversed, North 04 degrees 40 minutes East, 249.90 feet to a point in the Southerly right of way line of the "frontage" road of the Federal Aid Interstate Route 78, now under construction; thence
- (2) Along same, North 77 degrees 31 minutes East, 103.79 feet to a point of curvature in same; thence
- (3) Still along same and by a curve to the right having a radius of 2,970.00 feet and whose chord bears North 83 degrees 36 minutes 10 seconds East, 632.94 feet to a point in same and corner to lands of Russell Mannon; thence
- (4) Still along same by another curve to the right having a radius of 5,820.00 feet and whose chord bears North 89 degrees 50 minutes East, 31.02 feet to a point in the same; thence
- (5) Along same, South 04 degrees 20 minutes West, 401.59 feet to an iron pipe set in a broken concrete monument, corner to said Mannon; thence
- (6) Still along same, North 85 degrees 32 minutes West, 753.62 feet to the place of beginning.

For informational purposes only: ALSO known as Lot 3, in Block 22, on the Township of Union Tax Map.

For informational purposes only: COMMONLY known as 39 ROUTE 173 EAST, HAMPTON, NJ 08827.

BEING THE SAME PREMISES GRANTED AND CONVEYED TO APEX REALTY, LLC, by Deed from Frederick W. Brown, Sheriff of the County of Hunterdon, dated November 30, 2017, recorded December 19, 2017, in the Clerk's Office of the County of Hunterdon, New Jersey, in Deed Book 2424, Page 318.

NOTE: A CHAIN OF TITLE Search for the preceding 24 MONTHS reflects the following Deed(s) -

(As to Parcel A – Lot 4):

The Perryville Group, LLC, by Deed from First Fidelity bank, N.A., Custodian, n/k/a First Union National Bank, dated December 16, 1999, recorded January 7, 2000, in Deed Book 1229, Page 987; and by Deed of Correction by and between The Perryville Group, LLC, dated February 3, 2000, recorded February 7, 2000, in Deed Book 1232, Page 61.

(As to Parcel B – Lot 3):

Sterling Enterprises of Hunterdon, L.L.C., by nominal consideration deed from David D. Hay, dated December 31, 2001, recorded December 31, 2001, in Deed Book 2026, Page 854; and previously

David D. Hay, by Deed from Ernest Liguori and Winifred Liguori, husband and wife, and Daniel J. Harnett, Jr. and Jean Harnett, husband and wife, dated June 4, 2001, recorded July 10, 2001, in Deed Book 2013, Page 242.

The street address of the Property is: 37 & 39 ROUTE 173 EAST, HAMPTON, NJ 08827.

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

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below each signature).

Attested by:

APEX REALTY, LLC, a PA Limited Liability Company transacting business in the State of New Jersey as APEX REO SALES, LLC

Joseph Cafarchio
JOSEPH CAFARCHIO, SECRETARY

By: [Signature] {SEAL}

CLARENCE MARTINDELL, PRESIDENT
(name/title)

STATE OF Pennsylvania
COUNTY OF Chester

I CERTIFY that on April 24, 2018, CLARENCE MARTINDELL personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as PRESIDENT of APEX REALTY, LLC, the entity named in this instrument;
- (c) executed this instrument as the act of entity named in this instrument; and the corporation named in this document; and
- (d) made this Deed for \$ 500,000.00 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).

Notary Stamp: COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Catherine A. Satterfield, Notary Public
East Whiteland Twp., Chester County
My Commission Expires March 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Catherine A Satterfield
(Signature of Notary)



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s) **APEX REALTY, LLC, a PA Limited Liability Company transacting business in the State of New Jersey as APEX REO SALES, LLC**

Current Street Address
9 Old Lincoln Highway

City, Town, Post Office Box **Malvern** State **PA** Zip Code **19355**

PROPERTY INFORMATION

Block(s) **22** Lot(s) **4 & 3** Qualifier

Street Address
37 & 39 ROUTE 173 EAST

City, Town, Post Office Box **HAMPTON** State **NJ** Zip Code **08827**

Seller's Percentage of Ownership **100** Total Consideration **500,000.00** Owner's Share of Consideration **500,000.00** Closing Date **4/25/18**

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is 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 is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain. Seller did not receive non-like kind property.
8. The real property is being transferred 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 real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller 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 is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

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 may 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 a 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

4/25/18
 Date

[Signature]
 Signature **CLARENCE MARTINDELL,**
 (Seller) Please indicate if Power of Attorney or Attorney in Fact **PRESIDENT**

 Date

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

20180430000087820 6/6
 04/30/2018 09:54:07 AM D
 Recording Fee: \$90.00
 Tax Fee: \$4175.00
 Consideration: \$500000.00
 Buyer's Fee: \$.00
 NK11