



First American Title™

Title Insurance Commitment

ISSUED BY

First American Title Insurance Company

Commitment

AGENT'S FILE NUMBER

OC04397

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:
FIRST AMERICAN TITLE INSURANCE COMPANY
5 Greentree Centre, Suite 100, Marlton, NJ 08053

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AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 180 days after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The Exceptions in Schedule B-II.
- The Conditions on Page 2.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Agency Office

FREEDOM TITLE & ABSTRACT CO. OF OCEAN CITY

618 West Avenue
Suite 201
Ocean City, NJ 08226

Telephone: 609-398-4006 Fax: 609-398-4017

By: Cathleen G. Mackie

Authorized Countersignature

This jacket was created electronically and constitutes an original document

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B – Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B – Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B – Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B – Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



File No. OC04397

**COMMITMENT
SCHEDULE A**

1. Commitment Date: **February 7, 2018** Termination Date: 180 days
after effective date

2. Policy (or Policies) to be issued:

(a) ALTA Owner's Policy (6/17/2006) Policy Amount \$ **500,000.00**

Proposed Insured:

**PLUSHANSKI CONSTRUCTION LLC, a NJ Limited Liability
Company**

(b) ALTA Loan Policy (6/17/2006) Policy Amount \$ **400,000.00**

Proposed Insured:

**PNC BANK, N.A., its successors and/or assigns as their interests
may appear**

NOTE: Policy will insure that insured mortgage is a valid First Lien on the within described property.

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

**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.

Countersigned:

**FREEDOM TITLE & ABSTRACT CO. OF
OCEAN CITY**

618 West Avenue
Suite 201
Ocean City, NJ 08226

By: Avery S. Teitler
Authorized Signatory



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SCHEDULE A
(Continued)

(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.

4. The land referred to in this Commitment is described as follows: **SEE SCHEDULE C ATTACHED HERETO**

For information purposes only:

**37 & 39 ROUTE 173 EAST, HAMPTON, NJ 08827
Township of Union, Hunterdon County, New Jersey
Block 22, Lots 4 & 3, Tax Map**



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**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:
 - i. **Deed from APEX REALTY, LLC, to PLUSHANSKI CONSTRUCTION LLC, a NJ Limited Liability Company.**
 - ii. **Mortgage to be properly executed by PLUSHANSKI CONSTRUCTION LLC, a NJ Limited Liability Company, in favor of PNC BANK, N.A., to secure the proposed loan in the amount of \$400,000.00.**
- 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 the transaction to be insured be recorded, pursuant to NJSA 46:26A-11 et seq., as nearly as possible to, but not more than, sixty (60) days prior to the anticipated date of recording of the closing documents. 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.
- i. Taxes, Assessments, Sewer and Water charges are as follows:

Tax Search:	See Copy Attached
Assessment Search:	See Copy Attached
Sewer Search:	See Copy Attached
Water Search:	See Copy Attached
- j. Additional Requirements:
 1. **Superior Court of New Jersey, United States District Court and United States Bankruptcy Court for the District of New Jersey Searches (Judgments, if any, to be satisfied of record or affidavit submitted that same are not against persons in chain of title and/or purchasers, but against other with the same or similar names):**

SHOWN HEREON OR ATTACHED vs. APEX REALTY, LLC

NONE/REMOVED vs. THE PERRYVILLE GROUP, LLC (Prior Owner)



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SCHEDULE B – SECTION I
(Continued)

NONE/REMOVED vs. STERLING ENTERPRISES OF HUNTERDON, LLC (Prior Owner)

NONE/REMOVED vs. DAVID D. HAY (Prior Owner)

2. MORTGAGES: NONE

NOTE: Grantor's Affidavit of Title must so specify.

3. TAX SALE CERTIFICATE: (Cert No. 2013-001) Sold to "US BANK CUST/EMP VI" on October 11, 2013, recorded November 14, 2013, in Mortgage Book 3802, Page 244, in the amount of \$19,249.85; for 2012 taxes on Parcel A – Lot 4.

ASSIGNED to "EMPIRE TF6 JERSEY HOLDINGS LLC" on January 26, 2017, recorded February 2, 2017, in Book 2040, Page 426.

NOTICE OF LIS PENDENS: Superior Court of New Jersey, Chancery Division, Hunterdon County Docket No. F-040326-15; US BANK CUST/EMP VI vs. THE PERRYVILLE GROUP, LLC, dated December 17, 2015, recorded December 22, 2015, in Book 2018, Page 444; to foreclose Tax Sale in Mortgage Book 3802, Page 244.

4. TAX SALE CERTIFICATE: (Cert No. 2013-004) Sold to "US BANK CUST/EMP VI" on October 11, 2013, recorded November 14, 2013, in Mortgage Book 3802, Page 242, in the amount of \$10,836.02; for 2012 taxes on Parcel B – Lot 3.

ASSIGNED to "EMPIRE TF6 JERSEY HOLDINGS LLC" on October 18, 2016, recorded October 25, 2016, in Book 2040, Page 82.

NOTICE OF LIS PENDENS: Superior Court of New Jersey, Chancery Division, Hunterdon County Docket No. F-040925-15; US BANK CUST/EMP VI vs. STERLING ENTERPRISES OF HUNTERDON, LLC, dated December 23, 2015, recorded December 30, 2015, in Book 2018, Page 470; to foreclose Tax Sale in Mortgage Book 3802, Page 242.

5. TAX SALE CERTIFICATE: (Cert. No. 2016-001) Sold to "UNION TOWNSHIP" on October 21, 2016, recorded November 10, 2016, in Mortgage Book 3995, Page 316, in the amount of \$2,587.18; for 2015 taxes on Parcel B – Lot 3.

6. Subject to possible rollback taxes under the provisions of the Farmland Assessment Act of 1964.

7. Numerous Judgments vs. APEX REALTY of same or similar name. Copies attached for review.

NOTE: The Seller's Affidavit of Title must show proof that judgments are not against deponent, but some other entity of same or similar name. Upon receipt of executed Affidavit of Title, said judgments will be omitted.

8. With reference to APEX REALTY, LLC, the following is to be submitted:



**SCHEDULE B – SECTION I
(Continued)**

- a. **Proof is required that the Certificate of Formation for APEX REALTY, LLC, together with all amendments thereto, have been filed with the New Jersey Secretary of State in accordance with N.J.S.A. 42:2B-1, et seq.**

NOTE: A Corporate Status Report dated February 23, 2018, shows NO RECORD of APEX REALTY, LLC, in the State of New Jersey. Said LLC must be registered in the State of New Jersey prior to conveyance to be insured herein.

- b. **A copy of the Operating Agreement and any amendments thereto from APEX REALTY, LLC, must be provided for review by this Company. This Company reserves the right to raise additional requirements and/or exceptions upon review.**
- c. **Proof is required that the Operating Agreement has not been modified or amended and that there has been no change in the composition of the L.L.C. since its formation.**
9. **Corporate Status Report vs. PLUSHANSKI CONSTRUCTION LLC, dated February 22, 2018, shows that the charter of said company is in force and effect in the State of New Jersey.**
10. **With reference to PLUSHANSKI CONSTRUCTION LLC, the following is to be submitted:**
- a. **A copy of the Operating Agreement and any amendments thereto from PLUSHANSKI CONSTRUCTION LLC, must be provided for review by this Company. This Company reserves the right to raise additional requirements and/or exceptions upon review.**
- b. **Proof is required that the Operating Agreement has not been modified or amended and that there has been no change in the composition of the L.L.C. since its formation.**
- c. **Proof is required that the L.L.C. continues to be a valid L.L.C. in compliance with N.J.S.A. 42:2B-1, et seq.**
11. **Title to the premises to be insured herein derives in whole or in part through a foreclosure. This Company has ordered an abstract of the Chancery Proceedings involved. This Commitment is issued subject to the results of an examination of said abstract and the Company hereby reserves the right to amend this Commitment as may be warranted by said examination.**



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**SCHEDULE B – SECTION I
(Continued)**

NOTE: Written certification is required, signed by both the Buyer(s) and Seller(s), confirming that either they have received and reviewed by a copy of the test results of the potable water supply serving the land, (or) that the Private Well Testing Act, N.J.S.A. 58:12-A-6, et seq., does not apply to the potable water supply serving the land.



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**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 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 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 of parties in possession of the land not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any lien 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 and assessments: See Municipal Tax Search attached.
6. Subject to added or omitted assessments pursuant to N.J.S.A 54:4-63.1 et seq.
7. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only)
8. This Commitment, and Policy when issued, does not insure against any claim resulting from the payment of, receipt of, or adjustment of sale price of the land, by reason of Homestead Tax Credits which are due or become due. (Fee Policy only)
9. Covenants, conditions, restrictions and easements which may exist on the land.

(As to Parcel A – Lot 4):

10. **Rights in any road, street, highway or lane bounding or affecting subject premises.**
11. **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.**
12. **Driveway Rights as contained in Deed Book 438, Page 163.**
13. **Easements as granted to New Jersey Power & Light Company in Deed Book 478, Page 116; and Deed Book 705, Page 45.**
14. **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.**
15. **Slope, Grading, and Drainage Rights of the State of New Jersey, as contained in Deed Book 692, Page 502.**
16. **Rights as set forth in Deed Book 776, Page 267; and Deed Book 899, Page 44.**
17. **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.**



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**SCHEDULE B – SECTION II
(Continued)**

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

(As to Parcel B – Lot 3):

18. **Rights in any road, street, highway or lane bounding or affecting subject premises.**
19. **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.**
20. **Driveway Rights as contained in Deed Book 395, Page 358; and Deed Book 438, Page 163.**
21. **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.**
22. **Slope, Grading, and Drainage Rights of the State of New Jersey, as contained in Deed Book 606, Page 448.**
23. **Rights as set forth in Deed Book 710, Page 5804.**
24. **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.

NOTE: The following endorsement(s) will be attached to the Final Policy when applicable.

- ALTA 8.1-06 (Environmental Protection Lien) Endorsement
- ALTA 9-06 (Restrictions, Easements, Minerals) Endorsement
- Survey Endorsement



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**SCHEDULE C
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.



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SCHEDULE C
(Continued)

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.

FREEDOM TITLE & ABSTRACT Co. OF OCEAN CITY

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

WIRING INSTRUCTIONS

EFFECTIVE 12/23/2013

*****DUE TO THE PATRIOT ACT, WHEN SENDING WIRE,
PLEASE PROVIDE THE BANK'S ADDRESS FROM WHICH
THE WIRE IS COMING*****

RECEIVING BANK:	WELLS FARGO BANK, N.A.
CITY, STATE:	OCEAN CITY, NJ (08226)
ABA NUMBER:	121000248
FOR CREDIT TO:	FREEDOM TITLE & ABSTRACT CO., of OCEAN CITY
ACCOUNT NO.:	2000018006751
AMOUNT:	\$
OUR FILE NO.:	OC04397
BORROWER:	PLUSHANSKI CONSTRUCTION LLC
E-MAIL ADDRESS:	smoore@freedomtitleoc.com

*****PLEASE REFERENCE OUR FILE NUMBER WHEN SENDING WIRE*****



AMENDED

NEW JERSEY TAX & ASSESSMENT SEARCH

For: FREEDOM TITLE OF OCEAN CITY
 Customer ID: 398400610
 Reference #: OC04397
 Order #: 6170411/MT-053-6170411
 Completed Date: 02/23/2018

CERTIFICATE OF CURRENT PROPERTY TAX AND ASSESSMENT STATUS FOR:

Municipality: UNION TWP(HUNTERDON)
 (908) 735-6980

140 Perryville Road
 HAMPTON, NJ 08827

Block: 22 Owner: STERLING ENTERPRISES OF HUNTERDON
 Lot: 3 Property Location: 39 ROUTE 173 E
 Also: Mailing: PO BOX 454 FLEMINGTON, NJ 08822
 Lot Size: 5.89 Tax Rate: 2.647 per \$100 of Assessed Value Assessed Values:
 Prop. Code: 2-Residential Land: \$320,400
 Improvement: \$2,800
 Total: \$323,200

**Not to be used to determine the "residential use" for the purposes of P.L. 2004, c. 66 section 8.*

Deduction: None
 Cert. Of Occup.: New Construction & Commercial
 Smoke detector: Required as per NJAC 5:70-4.19
 Call (908) 735-6980 for inspection Inspection Fee: \$0.00 for inspection

2017 Taxes:	\$8,555.10	BILLED; \$4,154.99 OPEN PLUS PENALTY; \$4,400.11 PAID
2018 Qtr 1 Due: 02/01/2018	\$2,138.78	OPEN PLUS PENALTY
2018 Qtr 2 Due: 05/01/2018	\$2,138.77	OPEN
2018 Qtr 3 Due: 08/01/2018		TO BE DETERMINED
2018 Qtr 4 Due: 11/01/2018		TO BE DETERMINED
2019 Qtr 1 Due: 02/01/2019		TO BE DETERMINED
2019 Qtr 2 Due: 05/01/2019		TO BE DETERMINED

Added Assessments: None

Water: Private

Sewer: PRIVATE - Septic

Confirmed Assessments: None

Liens: None

UNCONFIRMED ASSESSMENTS:

Ordinance #: None Adopted On: None Improvement Type: None
 Signature Information Solutions LLC guarantees that the above information accurately reflects the contents of the public record as of the completed date.



AMENDED

NEW JERSEY TAX & ASSESSMENT SEARCH

For: FREEDOM TITLE OF OCEAN CITY
 Customer ID: 398400610
 Reference #: OC04397
 Order #: 6170413/MT-053-6170413
 Completed Date: 02/23/2018

CERTIFICATE OF CURRENT PROPERTY TAX AND ASSESSMENT STATUS FOR:

Municipality: UNION TWP(HUNTERDON)
 (908) 735-6980

140 Perryville Road
 HAMPTON, NJ 08827

Block: 22 Owner: THE PERRYVILLE GROUP LLC
 Lot: 4 Property Location: 37 ROUTE 173 E
 Also: Mailing: PO BOX 454 FLEMINGTON, NJ 08822
 Lot Size: 16.86 Tax Rate: 2.647 per \$100 of Assessed Value Assessed Values:
 Prop. Code: 2-Residential Land: \$910,000
 Improvement: \$5,000
 Total: \$915,000

**Not to be used to determine the "residential use" for the purposes of P.L. 2004, c. 66 section 8.*

Deduction: None
 Cert. Of Occup.: New Construction & Commercial
 Smoke detector: Required as per NJAC 5:70-4.19
 Call (908) 735-6980 for inspection Inspection Fee: \$0.00 for inspection

2017 Taxes:	\$24,220.05	BILLED; \$12,091.95 OPEN PLUS PENALTY; \$12,128.10 PAID
2018 Qtr 1 Due: 02/01/2018	\$6,055.02	OPEN PLUS PENALTY
2018 Qtr 2 Due: 05/01/2018	\$6,055.01	OPEN
2018 Qtr 3 Due: 08/01/2018		TO BE DETERMINED
2018 Qtr 4 Due: 11/01/2018		TO BE DETERMINED
2019 Qtr 1 Due: 02/01/2019		TO BE DETERMINED
2019 Qtr 2 Due: 05/01/2019		TO BE DETERMINED

Added Assessments: None

Water: Private
 Sewer: PRIVATE - Septic

Confirmed Assessments: None

Liens: None

General Remark: SUBJECT TO ADD'L 6% PENALTY FOR BALANCES OVER \$10,000.00
 Miscellaneous 6% PENALTY: 2017 4TH QTR \$1,320.77 OPEN PLUS PENALTY

UNCONFIRMED ASSESSMENTS:

Ordinance #: None Adopted On: None Improvement Type: None
 Signature Information Solutions LLC guarantees that the above information accurately reflects the contents of the public record as of the completed date.



HEREBY ISSUED TO:

TIDELAND SEARCH CERTIFICATE

ACCOUNT: 398400610

REFERENCE: OC04397

FREEDOM TITLE OF OCEAN CITY

**618 WEST AVE STE 201
OCEAN CITY, NJ 08226**

SIGNATURE INFORMATION SOLUTIONS LLC CERTIFIES THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: N/A

TIDELANDS MAP DATE:

DESIGNATED PROPERTY

COUNTY: HUNTERDON

STATE: NEW JERSEY

MUNICIPALITY: TOWNSHIP OF UNION

BLOCK: 22

LOT: 3

STREET NUMBER & NAME: 39 ROUTE 173 E

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 22-FEB-2018

FEE: \$30.00

TAX: \$0.00

TOTAL: \$30.00

Signature Information Solutions LLC
has executed this certificate

TD18-053-1240



HEREBY ISSUED TO: **TIDELAND SEARCH CERTIFICATE**

ACCOUNT: 398400610

REFERENCE: OC04397

FREEDOM TITLE OF OCEAN CITY

**618 WEST AVE STE 201
OCEAN CITY, NJ 08226**

SIGNATURE INFORMATION SOLUTIONS LLC CERTIFIES THAT NO PORTION OF THE PROPERTY HEREINAFTER DESIGNATED IS PRESENTLY CLAIMED BY THE STATE OF NEW JERSEY AS AREA NOW OR FORMERLY BELOW MEAN HIGH WATER AS SHOWN ON THE APPLICABLE TIDELANDS MAP PREPARED BY THE OFFICE OF ENVIRONMENTAL ANALYSIS AND APPROVED BY THE TIDELANDS RESOURCE COUNCIL, SUBJECT TO THE RESERVATIONS WHICH APPEAR ON THE ADOPTED MAP AND OVERLAY.

APPLICABLE TIDELANDS MAP

TIDELANDS MAP NUMBER: N/A

TIDELANDS MAP DATE:

DESIGNATED PROPERTY

COUNTY: HUNTERDON

STATE: NEW JERSEY

MUNICIPALITY: TOWNSHIP OF UNION

BLOCK: 22

LOT: 4

STREET NUMBER & NAME: 37 ROUTE 173 E

SEARCH RESULTS

FINDINGS: UNCLAIMED

DATED: 22-FEB-2018

FEE: \$30.00

TAX: \$0.00

TOTAL: \$30.00

**Signature Information Solutions LLC
has executed this certificate**

TD18-053-1241



*** UNITED STATES PATRIOT NAME SEARCH ***

398-4006-10

RE: OC04397

CERTIFIED TO:

FREEDOM TITLE OF OCEAN CITY
618 WEST AVE STE 201
OCEAN CITY NJ 08226

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

APEX REALTY, LLC (Entity) THROUGH
02-28-2018

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

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

DATE ISSUED: 03-02-2018

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

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650

PA18-061-03989 061 0963061 25



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

398-4006-10

RE: OC04397

CERTIFIED TO:

FREEDOM TITLE OF OCEAN CITY
618 WEST AVE STE 201
OCEAN CITY NJ 08226

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

	FROM	TO
APEX REALTY, LLC (Entity) *** With Judgments ***	02-28-1998	02-28-2018

(SEE ATTACHED 1 PAGE)

DATED 02-28-2018
TIME 08:45 AM

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

RN18-061-03988 061 0971061 25

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650

RN18-061-03988
398-4006-10

RE: OC04397

1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-046300-2014 CASE NUMBER: L 001878 13
DATE ENTERED: 03/12/14 DATE SIGNED: 02/24/14
TYPE OF ACTION: OTHER
VENUE: MORRIS

DEBT: \$ 151,564.64
COSTS: \$ 200.00

CREDITOR(S) :

WEICHERT REAL ESTATE AFFILIATES INC
ATTORNEY: FORMAN HOLT ELIADES ET AL

DEBTOR(S) :

MARTHA JOYE
(No Address)
APEX REALTY INC
(No Address)

vs. "INC" - Remove only if seller is
proven to be an "LLC" - currently
no record in NJ

*** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-096293-2013
DATE DOCKETED: 05/29/13
TYPE OF ACTION: CERTIF OF DEBT
VENUE: MERCER

DEBT: \$ 1,808.38

CREDITOR(S) :

DIV OF EMPLOYER ACCOUNTS
ATTORNEY: PRO SE

DEBTOR(S) :

APEX REALTY INC
2505 BAYSHORE RD, VILLAS, NJ 08251
ATTORNEY: PRO SE
T/A

vs. "INC" - Remove only if seller is
proven to be an "LLC" - currently
no record in NJ

THE PRUDENTIAL APEX REALTY
(No Address)

FOR INFO ON THIS JUDGMENT CALL DOL : 609-292-2292

*** End of Abstract ***


Charles Jones
Established 1911



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

398-4006-10

RE: OC04397

CERTIFIED TO:

FREEDOM TITLE OF OCEAN CITY
618 WEST AVE STE 201
OCEAN CITY NJ 08226

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

	FROM	TO
DAVID D HAY *** With Judgments ***	02-28-1998	12-01-2017
THE PERRYVILLE GROUP, LLC (Entity) *** With Judgments ***	02-28-1998	12-01-2017
STERLING ENTERPRISES OF HUNTERDON, LLC (Entity) *** With Judgments ***	02-28-1998	12-01-2017

(SEE ATTACHED 2 PAGES)

DATED 02-28-2018
TIME 08:45 AM

FEES: \$ 36.00
TAX: \$ 0.00
TOTAL: \$ 36.00

RN18-061-03998 061 0971061 25

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650

RN18-061-03998
398-4006-10

RE: OC04397

1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-050135-1999
DATE DOCKETED: 02/17/99
TYPE OF ACTION: CERTIF OF DEBT
VENUE: MERCER

CREDITOR(S):
DIV OF MOTOR VEHICLES
ATTORNEY: PRO SE

DEBT: \$ 250.00
DOB: 10/1959

DEBTOR(S):
DAVID B HAY , DRIVERS LICENSE # = HXXXX1566210594
4901 HARBOUR BEACH BV, BRIGANTINE, NJ 08203-1202
ATTORNEY: PRO SE

*** End of Abstract ***

PASS

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-107158-2001
DATE DOCKETED: 06/07/01
TYPE OF ACTION: CERTIF OF DEBT
VENUE: BERGEN

CREDITOR(S):
BERGEN REGIONAL MEDICAL CENTER
DEBTOR(S):
DAVID HAY

DEBT: \$ 1,599.85
W/ INT FROM: 05/16/01

1038 CUMBERLAND CT, MAHWAH, NJ 07430

INSTITUTIONAL LIEN CLAIM. THIS AMOUNT MAY CONTINUE TO
ACCUMULATE THEREAFTER AT THE RATE OF MAINTENANCE OF SAID
INSTITUTION UNTIL PATIENT LEAVES THE INSTITUTION.

*** End of Abstract ***

PASS

Charles Jones
Established 1911

RN18-061-03998
398-4006-10

RE: OC04397

2

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-121696-2011 CASE NUMBER: 2010-15059
DATE DOCKETED: 04/28/11 DATE OF JUDGMENT IN S.C.P.: 12/15/10
TYPE OF ACTION: FOREIGN JUDGMENT
VENUE: HUNTERDON

DEBT: \$ 816,880.24
DCKG: \$ 35.00

CREDITOR(S) :

MERIDIAN BANK

92 LANCASTER AV, DEVON, PA 19333
ATTORNEY: BUCKLEY BRION MCGUIRE ET AL
118 W MARKET ST, SUITE 300
WEST CHESTER PA 19382
610-436-4400

Appears to be same lien as
foreclosed mortgage lien -
Meridian Bank foreclosed -
lien merges

DEBTOR(S) :

DAVID D HAY
STERLING ENTERPRISES OF HUNTERDON LLC
PERRYVILLE GROUP LLC

REMOVED

7 MAIN ST, FLEMINGTON, NJ 08822

JUDGMENT ENTERED IN THE COUNTY OF CHESTER, STATE OF PENNSYLVANIA.
STERLING ENTERPRISES ADDED TO OUR INDEX.

*** End of Abstract ***

Charles Jones
Established 1911