

First American Title Insurance Company - New Jersey Direct Division

20 Commerce Drive, Suite 135 Cranford, NJ 07016 Phone: (973)621-7400 / Fax: (866)263-5558

PR: NOEAST Ofc: 3472 (3502)

Invoice

To: Aloia Law Firm LLC

2 Broad Street

Suite 407

Bloomfield, NJ 07003

Attention: Brian J. Aloia, Esquire

Your Ref.:

RE: Property:

217 Pompton Avenue, Verona, NJ 07044

Buyers: John MacEvoy, et al Sellers: Estate of Constance Wilson

Invoice No.:	3502 - 347217585
Date:	04/24/2023

Our File No.: 3472-2775042-CRN Title Officer: Paige Shovlin **Escrow Officer:** Anne Marie Hunter

Customer ID: 10065893

Liability Amounts

Owner 1: \$750,000.00

Description of Charge	Invoice Amount
Eagle Owner's Policy	\$3,495.00
NJ Superior, US District & US Bankruptcy Court Searches	\$27.00
NJ Tidelands Search	\$27.00
Photocopy Charges	\$20.00
Municipal Tax, Assessment & Utilities Searches	\$30.00
Recording Service Fee - Title	\$5.00
Settlement or Closing Fee	\$350.00
County Land Records Search	\$135.00
Title Examination Charge	\$100.00
NJ Notice of Settlement	\$20.00

INVOICE TOTAL \$4,209.00

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to: Attention: Accounts Receivable Department

Printed On: 04/24/2023, 5:59 AM Page: 1 Requester: ss



First American Title Insurance Company
- New Jersey Direct Division
20 Commerce Drive, Suite 135
Cranford, NJ 07016

Phn - (973)621-7400 Fax - (866)263-5558

April 24, 2023

Aloia Law Firm LLC Brian J. Aloia, Esquire 2 Broad Street Suite 407 Bloomfield, NJ 07003

RE: 3472-2775042-CRN

Estate of Constance Wilson to John MacEvoy and Gregory Paghanite

217 Pompton Avenue Township of Verona New Jersey

Client Reference No.:

Dear Sir/Madam:

Enclosed please find the Commitment for Title Insurance regarding the above captioned matter.

Thank you for entrusting First American Title Insurance Company with your transaction.

Pursuant to Executive Order #13224 and the USA PATRIOT ACT, all names involved in a real estate transaction must be checked against certain lists maintained by The Office of Foreign Assets Control, U.S. Treasury Department. Accordingly, find enclosed herewith Patriot Name Search.

To assist you in this transaction, Paige Shovlin, the Title Officer, may be reached by phone at (973)621-7400 or by e-mail at pshovlin@firstam.com.

Anne Marie Hunter, the Title Closer, may be reached by phone at (609)951-9500 or by e-mail at AHunter@firstam.com.

We appreciate the opportunity to be of service and we look forward to working with you on your next transaction.

If you should need anything further, please contact us.

Very truly yours,

Paige Shovlin

ps/ss Enclosure cc: The Serrutto Law Firm, P.C. Roger A. Serruto, Esq 60 Northfield Avenue West Orange, NJ 07052

INDEMNITY BOND AGAINST DEBTS

Know all men by these presents that the undersigned,	held and firmly
money of the United States of America to be paid to said FIRST AMERICAN TITLE INSI	JRANCE COMPANY,
its successors and assigns; for which payment well and truly to be made, Bind	
, Heirs, Executors, Administrators and every one of	them firmly by
these presents.	
In witness Whereof have hereunto set	hand and seal
In witness Whereof have hereunto set this day of, 20	
The consideration of the above obligation is such that whereas	died on or
about seized of the premises known as 217 Pompton Avenue, Vero	na. New Jersev
07044, which premises are about to be mortgaged/conveyed to John MacEvoy and Gre	egory Paghanite.
WHEREAS, said premises are, or may be liable to the lien of debts of the Estate	
of for a period of one year from	
WHEREAS, said John MacEvoy and Gregory Paghanite have agreed to take title to or g	rant a mortgago
loan upon said premises and FIRST AMERICAN TITLE INSURANCE COMPANY is about	
thereto, including insurance against claims arising out of the lien of debts, if any, of sa	
upon the agreement of the above named obligors to keep harmless the said FIRST AM	
INSURANCE COMPANY and the premises so to be conveyed/mortgaged to said John M	
Gregory Paghanite free from lien of said debts.	activoy and
oregory ragnatine free from herr or said debts.	
NOW, THEREFORE, the condition of the above obligation is such, that if the above bou	
, Heirs, Executors, Administrators, Successors and A	
them shall and will at all times hereafter, well and sufficiently save, defend and keep h	
FIRST AMERICAN TITLE INSURANCE COMPANY, its successors and assigns, and the sa	
any part thereof, free from any and all suits, claims, debts, demands, costs, expenses	
may arise or be incurred by reason of the debts of the said Estate of	
promptly pay and satisfy all such debts, and shall keep the title to said premises free a	
discharged from any claim or proceeding adverse to the interest of the said John MacE	
Paghanite in the aforesaid premises which may arise by reason of said debts, without a	
delay, then the above obligation shall be void, otherwise to remain in full force and virt	tue.
BY:	
CYCNED, CEALED AND DELIVEDED	
SIGNED, SEALED AND DELIVERED	
IN THE PRESENCE OF	

First American Title Insurance Company QUESTIONNAIRE ON ESTATE DEBTS

RE: EST	ATE OF Title No
Insurance any, of t	ection with the proposed transfer of title, application has been made to First American Title be Company, to guarantee title, including guaranty against claims arising out of liens of debts, if he above estate. The information requested below will enable the Company to ascertain if it is a issue this insurance.
1.	State date and place of decedent's death.
2.	Has Will been probated or Letters of Administration been issued?
	State particulars, including the Court of Probate or Administration.
2.1	Have release and refunding bonds been signed by all devisees and distributees?
3.	State age of decedent at time of death.
4.	State the business or occupation, if any, of decedent at time of death.
5.	State approximate gross value of the Estate as valued for Federal Tax, does not exceed, \$
5.1	State approximate gross value of the Estate as valued for New Jersey Estate Tax, does not exceed, \$
6.	State approximate net value of the Estate, \$
7.	State approximate amount of cash and liquid securities now owned by the Estate, \$
8.	Have the expenses of last illness been paid in full?
	Attach copies of all bills, and if paid, proof of payment
9.	Have the funeral expenses been paid in full? Attach copies of all bills, and if paid, proof of payment
10.	If 8 & 9 are not paid, state how payment will be made
11.	Have New Jersey Transfer Inheritance Taxes, if any, been paid and Release or Waiver of Tax procured?
12.	Has the Federal Estate Tax Return been filed?
	Have Federal Estate Taxes, if any, been paid and Release obtained?
12.1	Has the New Jersey Estate Tax Return been filed?
	Has the New Jersey Estate Tax, if any, been paid and release obtained?
13.	The unpaid debts of the estate, by name and amount, are:
14.	Is, to your knowledge, any claim or action against the decedent, estate, or an estate representative pending or threatened?
	If yes, state particulars:
to the FI	going representations are within the personal knowledge of the undersigned and are submitted RST AMERICAN TITLE INSURANCE COMPANY to induce it to issue Title Insurance to a proposed or or mortgagee free of any claim of debts in the above estate. (If additional space is required, der).
Dated	
	ann Wilson, Executrix under the Last Will rament of Constance Ann Wilson,
Connie V	Vilson, Executor



First American Title Insurance Company
- New Jersey Direct Division
20 Commerce Drive, Suite 135
Cranford, New Jersey 07016

Phn - (973)621-7400 Fax - (866)263-5558

FILE NUMBER: 3472-2775042-CRN

John MacEvoy and Gregory Paghanite

217 Pompton Avenue, Verona, NJ 07044

ALL LENDER PACKAGES TO BE EMAILED TO:

nj-pa.closingdocs@firstam.com

ALL OVERNIGHT PACKAGES TO BE DELIVERED TO:

First American Title Insurance Company
50 Millstone Road
Building 200 Suite 150
East Windsor, NJ 08520

THANK YOU,

Anne Marie Hunter (609)951-9500

AHunter@firstam.com

PATRIOT NAME SEARCH

3472-2775042-CRN

NAMES SEARCHED THROUGH: 03/23/2023

Connie Ann Wilson, Executrix under the Last Will and Testament of Constance Ann Wilson, deceased

Results: CLEAR

John MacEvoy and Gregory Paghanite

Results: CLEAR

NOTE: No U.S. person may deal with any Libyan or Iraqi government official whether his name appears on this list or not. Only a few of Libya's and Iraq's highest-level government officials have been listed in the OFAC List. The absence of the name of a Libyan or Iraqi government official from this list does not relieve U.S. persons from the responsibility to refrain from dealing with that official.

Certifications hereon based upon the examination of the "Specially Designated National and Blocked Persons" List which is maintained by The Office of Foreign Assets Control, U.S. Treasury Department, pursuant to Executive Order 13224 as amended by Executive Order 13268.

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE Issued By FIRST AMERICAN TITLE INSURANCE COMPANY NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Kenneth D. DeGiorgio, President

Lisa W. Cornehl, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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Form 50037434 (10-17-19)	Page 2 of 10	ALTA Commitment for Title Insurance (8-1-16), Technical Corrections 4-2-18
		NJRB 3-09 (Adopted 5-23-17), Last Revised 9-1-19

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company - New

Jersey Direct Division

Commitment Number: 3472-2775042-CRN

Property Address: 217 Pompton Avenue, Verona, NJ 07044

Revision Number:

Issuing Office: 20 Commerce Drive, Suite 135,

Cranford, NJ 07016

Issuing Office File Number: 3472-2775042-CRN

SCHEDULE A

1. Commitment Date: March 22, 2023 8:00 AM

2. Policies to be issued:

(a) ALTA Homeowners (Eagle Owner) Policy Proposed Insured: John MacEvoy and Gregory Paghanite Proposed Policy Amount: \$750,000.00

(b) ALTA® Loan Policy
Proposed Insured: NONE
Proposed Policy Amount: NONE

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Connie Ann Wilson, Executrix under the Last Will and Testament of Constance Ann Wilson, deceased

- A) By a Deed from Joseph Kraft and Lillian Kraft, his wife, to John T. Wilson and Constance Ann Wilson, his wife, dated August 25, 1971, recorded August 26, 1971 in the Essex County Clerk/Register's Office in Deed Book 4383 Page 600.
- B) By a Deed from John T. Wilson and Constance Ann Wilson, his wife to Constance Ann Wilson dated February 05, 1973 and recorded February 16, 1973 in the Essex County Clerk/Register's Office in Deed Book 4434 page 726.

NOTE: Constance Ann Wilson died testate a resident of Essex County on October 30, 2022 which estate was duly probated in the Essex County Surrogate's Office under Docket #2022-2474. Letters Testamentary were issued to Connie Ann Wilson on November 14, 2022.

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Authorized Signatory

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: 3472-2775042-CRN

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Deed from Connie Ann Wilson, Executrix under the Last Will and Testament of Constance Ann Wilson, deceased and spouse or civil union partner, if any, to John MacEvoy and Gregory Paghanite to be recorded in the Essex County Clerk's Office.

NOTE: DEED TO BE INSURED MUST INCLUDE EITHER THE SELLER'S RESIDENCY CERTIFICATION/EXEMPTION FORM OR THE NON-RESIDENT SELLER'S TAX DECLARATION ALONG WITH CHECK PAYABLE TO NJ DIVISION OF TAXATION.

NOTE: ALL DEEDS BEARING A CONSIDERATION OF \$1,000,000.00 OR MORE WILL REQUIRE AN AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER. THIS AFFIDAVIT MUST BE USED, REGARDLESS OF WHETHER THE "MANSION TAX" IS TO BE PAID.

- 5. Spouses/Civil Union Partners, if any, of vested owners as set forth in Schedule A, Item 2 hereof must join in Deed of Conveyance or Mortgage (as applicable) if the Land is now or has ever been used as the primary marital/civil union residence.
- 6. The Company requires receipt of copies of valid photo identification for all parties to the within transaction (i.e. all buyers, sellers and/or their agents) for purposes of compliance with the United States Patriot Act.
- 7. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.

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- 8. You must tell us in writing of any defects or claims by others against the Land that you know about and which does not appear in Schedule A or Schedule B Section II. We may then make additional requirements or exceptions.
- 9. 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. (if applicable)
- 10. The Company requires that a Notice of Settlement in connection with the transaction to be insured be recorded, pursuant to N.J.S.A. 46:26A-11, as nearly as possible to, but not more than 60 days before, the anticipated date of recording of the closing documents. If the closing is postponed, another Notice of Settlement must be recorded in a timely fashion. If both a deed and Mortgage are to be insured, two Notices of Settlement must be recorded: one for the deed, and the other for the Mortgage.
- 11. This Company requires that a title rundown be ordered at least 24 hours prior to closing of title in this matter.
- 12. This Company requires proof that all taxes, assessments, municipal liens have been paid in full through the date of closing.
- 13. NOTE: Recording Clerk requires Tax Lot and Block of premises to be included in the deed recital.
- 14. The Company requires that the purchaser/borrower provide written confirmation stating:
 - "I/We acknowledge receipt of the Title Insurance Commitment issued by *First American Title Insurance Company*, as well as the <u>Important Notice and Disclosure</u> form prior to closing."
- 15. Judgments, encumbrances, liens, defects and other objections to title: as disclosed by Superior Court of New Jersey, United States District Court, and United States Bankruptcy Court Searches:
 - A) Judgment search in New Jersey Superior Court, United States District Court and United States Bankruptcy Court dated March 14, 2023 shows "Clear". (as to Estate of Constance Wilson)
 - B) Judgments as set forth in New Jersey Superior Court, United States District Court and United States Bankruptcy Court dated 3-17-2023, attached. (as to Constance Wilson)

Some or all of the attached judgments appear to be against the record owner(s). If so, same must be satisfied at or prior to closing. If not, the applicability of these judgments must be specifically denied on the Seller's or Mortgagor's Affidavit of Title prior to the omission of this item.

- 16. MORTGAGES OF RECORD (0)
 The present owner's affidavit of Title must SPECIFICALLY state there are no recorded or unrecorded mortgages affecting subject premises.
- 17. NOTE: P.L. 2009, c. 123, the County Homelessness Trust Fund Act, permits the Counties to impose a \$3.00 per document recording surcharge to all documents except mortgage assignments in order to combat homelessness. Some Counties have announced their intention to impose and collect this \$3.00 surcharge of documents presented for recording (contact the applicable County Clerk's Office

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- directly to confirm). You would be well advised to prepare for this recording surcharge when collecting instruments at closing and calculating the appropriate recording fees.
- 18. Tideland Search dated March 23, 2023, attached, shows findings as "Unclaimed".
- 19. Lien of estate debts for a period of one (1) year from the date of death of Constance Ann Wilson, deceased, or until the property is conveyed to a bona fide purchaser, pursuant to N.J.S.A. 3B:22-22 et seq.
 - In connection with the foregoing one year statutory lien for debts, Estate Questionnaire and Indemnification Agreement forms are attached hereto. Upon submission of same, satisfactorily completed and executed, this exception will be omitted.
- 20. Proof is required that the Federal Estate Tax in the Estate of Constance Ann Wilson, deceased, has been fixed and paid; or that a Release of the premises in question from the lien thereof has been obtained and recorded; or that said Estate is exempt therefrom.
- 21. Proof is required that the New Jersey Transfer Inheritance Tax in the Estate of Constance Ann Wilson, deceased, has been fixed and paid; or that a Waiver with respect to the premises in question has been obtained and recorded; or that the premises in question is in fact exempt from the lien of such tax(es).

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ALTA Commitment for Title Insurance

ISSUED BY

Schedule BI & BII (Cont.)

First American Title Insurance Company

SCHEDULE B, PART II

Exceptions

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

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

- 1. Any 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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
- 3. Rights or claims of parties in possession of the Land not shown by the Public Records.
- 4. Easements or claims of easements not shown by the Public Records.
- 5. 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.
- 6. Taxes, charges and assessments.

Tax and Assessment Search: See Copy Attached (X); Ordered, Not Yet Received ().

- 7. Subject to added or omitted assessments pursuant to N.J.S.A 54:4-63.1 et seg.
- 8. Subsurface conditions and/or encroachments not disclosed by the Public Records. (Fee Policy only.)
- 9. Restrictions recorded in Deed Book P112 page 523.

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ISSUED BY

First American Title Insurance Company

File No: 3472-2775042-CRN

File No.: 3472-2775042-CRN

The Land referred to herein below is situated in the Township of Verona County of Essex, State of NJ, and is described as follows:

BEGINNING on the Easterly line of Pompton Avenue as presently laid out at a point therein distant 125 feet Southwesterly from the Southwest corner of lands formerly of Hubbard, said point being the Southwest corner of lands now or formerly owned by Reliable Improvement Co.; and running thence (1) Along the Southerly side of Reliable Improvement Co. South 40 degrees 33 minutes East 325 feet to a stake; thence (2) South 45 degrees 50 minutes West 90.77 feet to a point in the rear line of lots fronting on Cambridge Road; thence (3) Along the rear line of lots fronting on Cambridge Road, North 40 degrees 33 minutes West 281.61 feet to the Easterly line of Pompton Avenue as presently laid out; and thence (4) Along the Easterly line of Pompton Avenue North 20 degrees 59 minutes East 103.04 feet to the point or place of BEGINNING.

Note: For Informational Purposes Only: BEING Lot 31 Block 104 on a Tax Map of the Township of Verona, County of Essex.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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First American Title Insurance Company -New Jersey Direct Division

IMPORTANT NOTICE AND DISCLOSURE

- 1. By law First American Title Insurance Company is required to advise you that the Title Insurance Commitment issued by us may contain conditions, exceptions, exclusions, limitations and requirements governing our liability and the coverage you may receive. REAL ESTATE TITLE TRANSACTIONS ARE COMPLEX. THE COMPANY DOES NOT REPRESENT YOU AND CANNOT GIVE YOU LEGAL ADVICE. YOU ARE ENTITLED TO REVIEW THE TITLE INSURANCE COMMITMENT WITH AN ATTORNEY AT LAW OF YOUR OWN CHOOSING, AT YOUR EXPENSE, PRIOR TO THE TRANSFER OF TITLE. WE STRONGLY ADVISE THAT YOU DO SO.
- 2. THE ATTORNEY RETAINED BY YOU, OR BY YOUR LENDER, CLOSING OR SETTLING THIS TITLE IS NOT AN AGENT FOR AND DOES NOT ACT ON BEHALF OF FIRST AMERICAN TITLE INSURANCE COMPANY. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS COST, OR EXPENSE INCURRED BY YOU BECAUSE YOUR ATTORNEY OR YOUR LENDER'S ATTORNEY HAS MADE A MISTAKE OR MISAPPLIED YOUR FUNDS. Because the attorney is not our agent, we assume no responsibility for any information, advice, or title insurance promise the attorney may give or make. Our only liability to you is under the terms of the Commitment, Policy and Closing Service Letter if you choose to obtain one.
- 3. If you desire to obtain protection from this company regarding the application of your funds or compliance with requirements relating to the issuance of the proposed policy, the company will, on request and the payment of the fees filed with, and approved by, the Department of Insurance, provide for a settlement service.
- 4. By law we are also required to advise you that we have been asked to issue a mortgagee policy to the lender in the amount shown on Schedule A of the enclosed Title Insurance Commitment. If you have not already requested it, you have the right and opportunity to obtain title insurance in your own favor for an additional premium which we will quote on request.

John MacEvoy	Gregory Paghanite

New Jersey Land Title Insurance Rating Bureau Notice/Disclosure - Commitment NJRB 3-05 Effective 8-1-1994 FANJ 3-05B



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: December 1, 2022

This Privacy Policy ("Policy") describes how First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") collect, use, store, and share your information when: (1) when you access or use our websites, mobile applications, web-based applications, or other digital platforms where this Policy is posted ("Sites"); (2) when you use our products and services ("Services"); (3) when you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); and (4) when we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties").

This Policy applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

<u>What Type Of Information Do We Collect About You?</u> We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit https://www.firstam.com/privacy-policy/.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; (4) to subsidiaries and affiliates; and (5) for legal process and protection. To learn more about how we share your information, please visit https://www.firstam.com/privacy-policy/.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting https://www.firstam.com/privacy-policy/.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.

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Form 10-PRIVACY23 (12-19-22)	Page 1 of 2	Privacy Notice (2023 First American Financial Corporation)
		English



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

Right to Correct. You have a right to request that we correct your personal information. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for correction, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097.

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy or by calling toll-free at 1-866-718-0097.

<u>Verification Process</u>. For a request to know, correct or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale and Share. We have not sold or shared the personal information of California residents in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We do not knowingly sell or share the personal information of any California resident under the age of 16.

<u>Right of Non-Discrimination</u>. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, how we have used that information, and how we share that information, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "California Privacy Rights Act and Disclosures" in https://www.firstam.com/privacy-policy.

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Form 10-PRIVACY23 (12-19-22)	Page 2 of 2	Privacy Notice (2023 First American Financial Corporation)
		English



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

621-7400-20

RE: 2775042

CERTIFIED TO:

FIRST AMERICAN TTL INS CO NJ DIR 03502 20 COMMERCE DRIVE, SUITE 140 CRANFORD NJ 07016

CHARLES JONES 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

CONSTANCE WILSON

03-17-2003 03-17-2023

*** With Judgments ***

CONNIE WILSON (EXECUTRIX)

03-17-2003 03-17-2023

*** Name is CLEAR ***

(SEE ATTACHED 1 PAGE)

DATED 03-17-2023 TIME 08:45 AM

> CHARLES JONES LLC P.O. BOX 8488 TRENTON, NJ 08650

RN23-087-04520 RE: 2775042 1

621-7400-20

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-171963-2015 CASE NUMBER: DC 003162 10

DATE DOCKETED: 09/28/15 DATE OF JUDGMENT IN S.C.P.: 04/09/10

TYPE OF ACTION: CONTRC-REG

VENUE: CAMDEN

DEBT: \$
DCKG: \$ 768.00

35.00

CREDITOR(S):

SILVER CARE

170 53RD ST, BROOKLYN, NY 11232

ATTORNEY: SALDUTTI LLC 800 KINGS HWY

STE 300

CHERRY HILL NJ 08034

DEBTOR(S):

CONNIE WILSON , SSN#:XXX-XX-8239

1005 SOCIETY HILL BV, CHERRY HILL, NJ 08034

ATTORNEY: PRO SE

*** End of Abstract ***

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY NUMBER: BK-019498-2007

PETITION FILED: 07/06/07

VOLUNTARY CHAPTER: 07

VENUE: TRENTON IN THE MATTER OF:

CONSTANCE A. WILSON , SSN#:XXX-XX-1222

2 WOODCREST LN, CLINTON, NJ 08809

ATTORNEY: ANDRE L. KYDALA-

12 LOWER CENTER STREET

PO BOX 5537

CLINTON NJ 08809 908-735-2616

TRUSTEE: THOMAS ORR

DISCHARGE OF BANKRUPT: 10/11/07

FINAL DECREE: 11/01/07

*** End of Abstract ***

Rales Comeson A DataTrace Company



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

621-7400-20 RE: 2775042-3472

CERTIFIED TO:

FIRST AMERICAN TTL INS CO NJ DIR 03502 20 COMMERCE DRIVE, SUITE 140 CRANFORD NJ 07016

CHARLES JONES 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

ESTATE OF CONSTANCE WILSON (Entity) 03-14-2003 03-14-2023 *** Name is CLEAR ***

Name is CLEAR

03-14-2003 03-14-2023

CONSTANCE WILSON
(ESTATE OF)
(NAME ADDED - NO CHARGE)
*** Name is CLEAR ***

DATED 03-14-2023 TIME 08:45 AM

> CHARLES JONES LLC P.O. BOX 8488 TRENTON, NJ 08650



NEW JERSEY TAX & ASSESSMENT SEARCH

For: FIRST AMERICAN TTL INS CO NJ DIR

BLOCK: 104 ASSESSED OWNER: WILSON, CONSTANCE ANN C/O CONNIE WILSON

LOT : 31 BILLING ADDRESS : 754 SCOUT HUT RD DANIELSVILLE, GA 30633

QUAL : LOT ADDRESS : 217 POMPTON AVENUE

XLOT : ESSEX : VERONA TWP (973) 857-4777

(MUNI CODE: 0720) 600 BLOOMFIELD AVENUE VERONA NJ 07016

INFORMATION : C.O. REQUIRED ON NEW CONST & CHANGE OF PROP CODE

(FOR RESALE) SMOKE DETECTOR INSPECTION REQUIRED AS PER NJAC 5:70-4.19

CALL (973) 239-3220 FOR INSPECTION

INSPECTION FEE 25.00

ASSESSOR'S CODE : 2 - RESIDENTIAL (NOT TO BE USED FOR DETERMINING NJ MANSION TAX)

APX. LOT SIZE : 100X325

ASSESSED VALUES : LAND : \$238,700 IMP. : \$271,100 TOT. : \$509,800

TAX RATE: \$2.993 PER \$100 OF ASSESSED VALUE

TAX EXEMPTIONS : NONE

2022 TAXES : \$15,258.31 PAID IN FULL

-2023 - DUE DATE :

QTR1 - 02/01 : \$3,815.00 PAID
QTR2 - 05/01 : \$3,815.00 OPEN
QTR3 - 08/01 : TO BE DETERMINED
QTR4 - 11/01 : TO BE DETERMINED

-2024 - DUE DATE :

QTR1 - 02/01 : TO BE DETERMINED
QTR2 - 05/01 : TO BE DETERMINED

ADDED ASSESSMENTS : NONE

WATER ACCOUNT #: VERONA MUA 600 BLOOMFIELD AVE. VERONA, NJ 07044 973-239-3220 ACCT #: 2027030 0 TO: 02/09/2023 \$20.76 PAID; SUBJECT TO FINAL READING.

SEWER ACCOUNT # : VERONA MUA 600 BLOOMFIELD AVE. VERONA, NJ 07044 973-239-3220 ACCT #:

2027030 0 01/01/2023 - 03/31/2023 \$150.00 PAID

CONFIRMED ASSESSMENTS : NONE

LIENS : NONE

Additional Vacant/Abandoned Property Fees may apply. Municipalities reserve the right to impose property registration fees on a property deemed vacant/abandoned and additional fees on a property in which foreclosure proceedings have commenced. These fees are municipal charges subject to tax sale. It is advised that funds be escrowed to cover these potential fees. Please contact the municipality to confirm status.

Certificate as to current status of pending (unconfirmed) assessments:

ORDINANCE #: NONE

TYPE OF IMPROVEMENT:

Charles Jones LLC guarantees that the above information accurately reflects the contents of the public record as of 03/24/2023

Citis Deed, made in 25th May of August,

Beibeen

JOSEPH KRAFT and LULLIAN KRAFT, his wife,

residing at 223 Pompton Avenue in the Borough

Essex and State of New Jersey,

Verona in the County of herein designated as the Grantors,

Ind

CONSIDERATION ARALIY FRARESPET

JOHN T. WILSON and CONSTANCE ANN WILSON, his wife,

about to reside

**Tribing and reside at

in the Borough

Essex

223 Pompton Avenue

and State of

Verona in the County of herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of the sum of \$45,000.00

New Jersey,

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

Borough of Verona in the County of Essex and State of New Jersey, more particularly described as follows:

BEGINNING on the Easterly line of Pompton Avenue as presently laid out at a point therein distant 125 feet Southwesterly from the Southwest corner of lands formerly of Hubbard, said point being the Southwest corner of lands now or formerly owned by Reliable Improvement Co.; and running thence (1) along the Southerly wide of said Reliable Improvement Co. South 40 degrees 33 minutes East 325 feet to a stake; thence (2) South 45 degrees 50 minutes West 90.77 feet to a point in the rear line of lots fronting on Cambridge Road; thence (3) along the rear line of lots fronting on Cambridge Road, North 40 degrees 33 minutes West 281.61 feet to the Easterly line of Pompton Avenue as presently laid out; and thence (4) along the Easterly line of Pompton Avenue North 20 degrees 59 minutes East 103.04 feet to the point or place of BEGINNING.

KNOWN as 223 Pompton Avenue.

DESCRIPTION in accordance with survey of Farro Bros. dated May 28, 1971.

BEING part of the same premises conveyed to the Grantors herein by deed from Borough of Verona, dated December 21, 1948 and recorded May 13, 1949, in the Essex County Register's Office in Book P-112 of Deeds for said County, page 523.

MJ 87.600

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

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

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

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

In Witness Eligereal, the Grantors have hereunto set their hands and scale the day and year first above written.

Signed, Scaled and Delibered

in the presence of

DAVID A. RAPPEPORT

LILLIAN

Estate of Acto Tersey, County of ESSEX
that on August 25, 1971, before me, the subscriber, an A
Law of New Jersey,
personally appeared JOSEPH KRAFT and LILLIAN KRAFT, his wife, | ss.: We it Armentbered, , before me, the subscriber, an Attorney at

who, I am satisfied. Are the person S named in and who executed the within Instrument, and thereupon they acknowledged that they seemed, scaled and delivered the same as their act and deed, for the assessment purposes there in expressed and that the followed art out consideration paid or to be paid for the facility of title to really contented by the within deed, as such consideration is defined in P.L. 1968, c. 19. Sec. I (r) is \$ 4.5,000.00.

BOOK 4434 PAGE 726 COPYRIGHT® 1965 BY ALL-STATE LEGAL SUPPLY CO. 269 SHEFFIELD STREET, MOUNTAINSIDE, N.J. 07092 Ultis Been, made the 5+h day of February Between JOHN T. WILSON and CONSTANCE ANN WILSON, his wife, 223 Pompton Avenue in The County of residing at Verona Borough in the herein designated as the Grantors, New Jersey and State of Essex And CONSTANCE ANN WILSON 223 Pompton Avenue residing to the test at in the County of Verona of herein designated as the Grantees; Borough and State of New Jersey Essex Witnesseth, that the Grantors, for and in consideration of ONE DOLLAR (\$1.00) lawful money of the United States of America, to the Grantors in hand well and truly paid by the Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and convey unto the Grantees forever, of land and premises, situate, lying and being in the or parcel tractAll that of Verona in the and State of New Jersey, more particularly described as follows: Borough County of Essex BEGINNING on the Easterly line of Pompton Avenue as presently laid out at a point therein distant 125 feet Southwesterly from the Southwest corner of lands formerly of Hubbard, said point being the Southwest corner of lands now or formerly owned by Reliable Improvement Co.; and running thence (1) along the Southerly side of Reliable Improvement Co. South 40 degrees 33 minutes East 325 feet to a stake; thence (2) South 45 degrees 50 minutes West 90.77 feet to a point in the rear line of lots fronting on Cambridge Road; thence (3) along the rear line of lots fronting on Cambridge Road, North 40 degrees 33 minutes West 281.61 feet to the Easterly line of Pompton Avenue as presently laid out; and thence (4) along the Easterly line of Pompton Avenue North 20 degrees 59 minutes East 103.04 feet to the point or place of BEGINNING. KNOWN as 223 Pompton Avenue. DESCRIPTION in accordance with survey of Farro Bros. dated May 28, 1971. BEING the same premises conveyed to the grantors herein by Deed from Joseph Kraft and Lillian Kraft, his wife, dated August 25, 1971 and recorded August 26, 1971 in the Essex County Register's Office in Deed Book 4383, page 600. By this conveyance, John T. Wilson does hereby/relinquish and release his right of curtesy as set forth in N.J.S.A. 3A:35-2. This conveyance is subject to a purchase money mortgage held CANCELLED by the Community State Bank & Trust Company in the outstanding amount of \$24,489.59 as of February 1, 1973. J/16/73

53

34

COUNTY OF ESSEX. 38KK

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

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

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

text of the within instrument may require.

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

In Mitness Whereof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delibered in the presence of

Be it Remembered, gs.: State of New Jersey, County of ESSEX , before me, the subscriber, 19 73

John T. Wilson and Constance Ann Wilson personally appeared

who, I am satisfied, are the persons named in and who executes he within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ 1.00, plus 24,489.59 outstanding

Prepared by: Bernard D. Pearl,

Esq.

BERNARD D.

Attorney-at-Law of New Jersey

BOOK 4434 PACE 727



HEREBY ISSUED TO: TIDELAND SEARCH CERTIFICATE

ACCOUNT: 621740020 **REFERENCE:** 2775042-3472

ATTN: NONE

FIRST AMERICAN TTL INS CO NJ DIR

03502

20 COMMERCE DRIVE, SUITE 140

CRANFORD, NJ 07016

CHARLES JONES LLC CERTIFIES THE BELOW SEARCH RESULTS AND FINDINGS AS DEPICTED ON THE ATTACHED TIDELANDS CLAIM SEARCH MAP AS RESEARCHED IN ACCORDANCE WITH 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: ESSEX STATE: NEW JERSEY

MUNICIPALITY: TOWNSHIP OF VERONA

BLOCK: 104 **LOT**: 31

STREET NUMBER & NAME: 223 POMPTON

SEARCH RESULTS

FINDINGS (PLEASE REVIEW ATTACHED MAP): UNCLAIMED

DATED: 23-MAR-2023

CHARLES JONES LLC
HAS EXECUTED THIS CERTIFICATE

Essex and State of New Jersey.

BEGINNING in the easterly side of Pompton Avenue as presently laid out at a point therein distant 125 feet southwesterly from the southwest corner of lands formerly of---Hubbard, said point being the southwest corner of lands now of formerly owned by Reliable Improvement Co.; thence (1) along the southerly side of said Reliable Improvement Co. South 40 degrees 33 minutes East 325 feet to a stake; thence (2) along the easterly and rear line of the land of Reliable Improvement Co. North 45 degrees 50 minutes East 111.45 feet to the southerly line of land formerly of Habbard; thence (3) along Hubbard's southerly line South 40 degrees 33 minutes East 478 feet 4 inches, more or less, to lands now or formerly of William B. Holmes; thence (4) song the westerly line of said Holmes South 16 degrees 49 minutes West 238 feet 8 inches, more or less, to the northeast corner of lands now or formerly of Arthur Stoneham; thence (5) along the northerly line of Stoneham and the rear line of other lots fronting on Cambridge Road and the northerly line of land now or formerly owned by Thomas Mana 10 North 40 degrees 33 minutes West 880 feet 5 inches, more or less, to the easterly line of Pompton Avenue as presently laid out; thence (6) Northerly along said easterly side of Pompton Avenue 100 feet 2 inches, more or less, to the point of Beginning.

Being Lots 7 and 11 in Block A on Man 3 of the present tax assessment maps of The Borough of Verona.

And it is further ORDERED, ADJUDGED and DECREED that complainant is vested with an absolute and indefeasible estate of inheritance in fee simple, in the premises herein-above described.

Luther A. Campbell, C.

I, I. Grant Scott, Clerk of the Court of Chancery of the State of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the FINAL DECREE, Filed May 23, 1945, in the cause wherein The Borough of Verona, a municipal corporation of the State of New Jersey, is Complainant, and Henry Fabian, et als, are Defendants, now on the files of my office.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seal of said Court, at Trenton, this 24th day of May A. D. nineteen hundred and forty-five.

I. Grant Scott Clerk.

SEAL
OF THE
COURT OF
CHANCERY
STATE OF
NEW JERSEY
EQUITY

Received in the office May 13th A. D. 1949 at 3:34 P.M. Recorded at the request of Wm. Camarata.

No. 48

THE BOROUGH OF VERONA

OT

JOSEPH KRAFT ET UX

THIS INDENTURE, Made the 21st day of
December in the year of our Lord One
Thousand Nine Hundred and forty eight BETWEEN The Borough of Verona, a municipal

corporation of the State of New Jersey party of the first part AND Joseph Kraft and Lillian Kraft, his wife, of the Borough of Verona, County of Essex and State of New Jersey, party of the second part: WITNESSETH, That the said party of the first part, for and in

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consideration of the sum of Twenty Five Hundred (\$2500) Dollars lawful money of the Unite States of America, to it in hand well and truly paid by the said party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby as knowledged, and the said party of the first part being therewith fully satisfied, contented and paid, has given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does give, grant, bargain, sell, alien, release enfeoff, convey and confirm unto the said party of the second part, and to their heirs as assigns, forever, ALL that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Verona in the County of Essex and State of New Jersey, bounded and described as follows:

BEGINNING in the easterly side of Pompton Avenue as presently laid out at a point therein distant 125 feet southwesterly from the southwest corner of lands formerly of---Hubbard, said point being the southwest corner of lands now or formerly owned by Reliable Improvement Co.; thence (1) along the southerly side of said Reliable Improvement Co. south 40 degrees 33 minutes East 325 feet to a stake; thence (2) along the easterly and rear line of the land of Reliable Improvement Co. north 45 degrees 50 minutes East 111.45 feet to the southerly line of land formerly of Hubbard; thence (3) along Hubbard southerly line South 40 degrees 33 minutes East 478 feet 4 inches, more or less, to land now or formerly of William B. Holmes; thence (4) along the westerly line of said Holmes South 16 degrees 49 minutes West 238 feet 8 inches, more or less, to the northeast come of lands now or formerly of Arthur Stoneham; thence (5) along the northerly line of Stoneham and the rear line of other lots fronting on Cambridge Road and the northerly 11 of land now or formerly owned by Thomas Manalio north 40 degrees 33 minutes West 880 feet 5 inches, more or less, to the easterly line of Pompton Avenue as presently laid out; thence (6) northerly along said easterly side of Pompton Avenue 100 feet 2 inches, more less, to the point of BEGINNING.

BEING lots 7 and 11 in Block A on Map 3 of the present tax assessment maps of the Borough of Verona.

EXCEPTING THEREFROM, the following described premises:

BEGINNING at a point in the northerly line of Cambridge Road distant easterly 450 feet from the easterly line of Pompton Avenue; said beginning point being in the nort westerly line of land of Amy C. Bailey; and running thence (1) along said line, North 51 degrees 58 minutes East 150 feet to the lands of the Borough of Verona (formerly Joseph Fabian); thence (2) through said lands of the Borough of Verona North 51 degrees 58 minutes East 203.62 feet to lands recently conveyed to Michael Cestone; thence (3) along said lands, South 38 degrees 23 minutes 30 seconds East 205.40 feet to lands now or formerly of Stanley Russell; thence (4) South 19 degrees 45 minutes 15 seconds West 242.17 feet to lands of Amy C. Bailey; thence (5) along said lands, North 38 degrees 2 minutes West 334.49 feet to the end of the first course herein described and ending there.

BEING the easterly portion of lands formerly of Joseph Fabian, recently convey to Amy C. Bailey by the Borough of Verona.

The within premises and conveyance are sold and made expressly subject to the following:

- 1. The Zoning, Planning and other ordinances of the Borough of Verona.
- 2. Any and all restrictions of record.
- 3. There shall be erected on said premises only one one-family dwelling house, which dwelling shall conform to the ordinances of the Borough of Verona.

ALL of said restrictions shall run with the land.

The grantees, by the acceptance of this conveyance, agree to comply with all of

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining: ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof, TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns forever: AND the said party of the first part for itself and its successors, does covenant, promise and agree to and with the said party of the second part, their heirs and assigns, that it has not made done, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Mayor and its corporate seal to be hereto affixed and attested by its Borough Clerk the day and year first above written.

Attest

Clemens C. Kreuder

Borough Clerk

STATE OF NEW JERSEY, SS.:

COUNTY OF ESSEX

THE
BOROUGH OF
VERONA,
ESSEX COUNTY,
N. J.
INCORPORATED
1907

The Borough of Verona

by W. E. Dodd

Mayor

BE IT REMEMBERED, .That on this 21st day of December, Nineteen hundred and forty

eight before me the subscriber, a Notary Public of N. J. personally appeared Clemens C. Kreuder who being by me duly sworn on his oath, says that he is the Borough Clerk of The Borough of Verona the Grantor named in the foregoing Instrument; that he well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by Willard E. Dodd who was at the date thereof the Mayor of said corporation, in the presence of this deponent, and said Mayor, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed his name to said Instrument as an attesting witness to the execution thereof.

Sworn and Subscribed before me at Verona, N. J. the date aforesaid Ethel E. Bollenback Notary Public of New Jersey My Commission Expires Mar. 6, 1952 ETHEL E.
BOLLENBACK
NOT ARY
PUBLIC
NEW
JERSEY

Clemens C. Kreuder

Received in the office May 13th A. D. 1949 at $3:34\ P.M.$

No. 49

Recorded at the request of Vincent Torppey.

HILDA N. BROWN ET VIR

THIS INDENTURE, Made the 11th day of

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DALE CARRINER ET UX

May, in the year of our Lord One Thousand Nine Hundred and forty-nine BE-TWEEN Hilda N. Brown and Frederick J.

Brown, her husband (the said Hidda N. Brown being sometimes known as Hilda M. Brown) residing at #170 Christopher Street in the Town of Montclair in the County of Essex and State



First American Title Insurance Company - New Jersey Direct Division 20 Commerce Drive, Suite 135 Cranford, NJ 07016 (609)951-9500

INCOMING WIRE INSTRUCTIONS - *Our Wire Instructions Do Not Change*

Beware of cyber-crime! If you receive an e-mail or any other communication that appears to be generated from a First American Title Insurance Company - New Jersey Direct Division employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust.

Funds from other than buyer or seller: Other than funds from a designated lender, real estate agent or broker, or the attorney of record, we will only accept incoming wires that are from the buyer or seller on a transaction. Other third-party deposits not accompanied by appropriate instructions will be returned to the remitter.

IMPORTANT! DO NOT SEND AN ACH TRANSFER FOR CLOSING: An ACH transfer (other than from certain government entities-contact our office to confirm) is not immediately available funds and requires additional time for clearance. *If you are unsure if you are sending the funds via Wire Transfer or ACH, contact your bank for Wiring Instructions prior to transmitting the funds.* **Contact our office at (973)621-7400 prior to sending funds by ACH transfer.** Acceptance of ACH transfers are subject to state law.

USD Currency is required: If funds are being wired from a non-U.S. bank, additional charges may apply. When wires are returned to a bank outside the United States, First American Title Insurance Company - New Jersey Direct Division shall not be responsible or liable for any loss or expense incurred as a result of currency exchange rates, delays in availability of funds, or delays due to the U.S. bank or foreign bank requiring additional information. First American Title Insurance Company - New Jersey Direct Division shall have no liability or responsibility after properly initiating the wire return.

Timing of Receipt and Closing: Failure to deposit funds as specified herein may delay the recordation and closing of this escrow transaction. First American Title Insurance Company - New Jersey Direct Division will not accept any responsibility or liability for any delays and/or penalties imposed due to non-receipt of good funds as described herein, including but not limited to wire transfer delays caused by either the transmitting or receiving bank. If closing funds are received after 2:30 PM (Pacific Time), we cannot guarantee funding by close of business that day. We will work hard to ensure that all transactions and wires are processed as quickly and timely as possible.

IMPORTANT: Notify our office at (973)621-7400 prior to transmitting your wire.

PAYABLE TO: First American Title Insurance Company - New Jersey Direct Division

BANK: First American Trust, FSB

ACCOUNT NO.: 3035020000 ROUTING NUMBER 122241255 SWIFT Code: FATUUS66

BANK ADDRESS 5 First American Way, Santa Ana, CA 92707 (*Do not use* to mail checks.

This address is for Wire Transfers only)

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: 217 Pompton Avenue, Verona, NJ 07044

FILE NUMBER: 3472-2775042-CRN

WIRES MAY BE RETURNED IF THE FILE NUMBER AND PROPERTY REFERENCE ARE NOT INCLUDED