

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

Diodililiela, NJ 07003

Attention: Brian J. Aloia, Esquire

Your Ref.:

RE: Property:

225 Pompton Avenue, Verona, NJ 07044

Buyers: John Macevoy, et al **Sellers:** Frank W. Riley Trust

| Invoice No.: | 3502 - 347217584 |
|--------------|------------------|
| 11110100 110 | 3302 - 371211307 |

Date: 04/24/2023

Our File No.: 3472-2775040-CRN
Title Officer: Paige Shovlin
Escrow Officer: Anne Marie Hunter

Customer ID: 10065893

Liability Amounts

Owner 1: \$899,000.00

| Description of Charge | Invoice Amount |
|---|----------------|
| NJ Notice of Settlement | \$0.00 |
| Eagle Owner's Policy | \$3,987.00 |
| NJ Superior, US District & US Bankruptcy Court Searches | \$54.00 |
| 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 |

INVOICE TOTAL \$4,708.00

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, 5:30 AM **Requester:** ss **Page:** 1



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: 3472-2775040-CRN

Frank W. Riley Trust to John Macevoy and Gregory Paglianite

225 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



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: 3472-2775040-CRN

John Macevoy and Gregory Paglianite

225 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

3472-2775040-CRN

NAMES SEARCHED THROUGH: 03/23/2023

Lynn Jacobek, Trustee of the Frank W. Riley GST Trust U/W FBO Constance A. Wilson (now deceased), and successor Co-Trustee to be appointed; and Lynne Jacobek, Trustee of the Frank W. Riley GST Trust U/W FBO Lynn Jacobek; and a successor Co-Trustee to be appointed.

Results: CLEAR

John Macevoy and Gregory Paglianite

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

Sy: _____

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 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 A; 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: 3472-2775040-CRN

Property Address: 225 Pompton Avenue, Verona, NJ 07044

Revision Number:

Issuing Office: 20 Commerce Drive, Suite 135,

Cranford, NJ 07016

Issuing Office File Number: 3472-2775040-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 Paglianite Proposed Policy Amount: \$899,000.00

(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:

Lynn Jacobek, Trustee of the Frank W. Riley GST Trust U/W FBO Constance A. Wilson (now deceased), and successor Co-Trustee to be appointed; and Lynne Jacobek, Trustee of the Frank W. Riley GST Trust U/W FBO Lynn Jacobek; and a successor Co-Trustee to be appointed.

- A) By a Deed from East Side Realty Company, a New Jersey corporation, by Gustave E. Wiedenmayer, Lewis C. Kleinhans, and George J. Wiedenmayer, the sole surviving members of its Board of Directors as Trustees in Dissolution of East Side Realty Company, to Frank W. Riley and June E. Riley, his wife, dated December 18, 1952, recorded February 05, 1953 in the Essex County Clerk/Register's Office in Deed Book 3107 Page 295 (as to Tract I).
- B) By a Deed from Joseph Kraft and Lillian Kraft, his wife to Frank W. Riley and June E. Riley, his wife dated June 30, 1971 and recorded July 09, 1971 in the Essex County Clerk/Register's Office in Deed Book 4378 page 724 (as to Tract II).

NOTE: June E. Riley died 08/08/1976 leaving Frank W. Riley as survivor to a tenancy by the entirety.

NOTE: Frank W. Riley died testate a resident of Essex County on 05/06/2004 which estate was duly probated in the Essex County Surrogate's Office under Docket #2004-1497. Letters Testamentary

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were issued to Constance Wilson on 05/28/2004, and Letters Trusteeship were issued to Constance Wilson and Lynne Jacobek on April 20, 2007 for the Trusts created under the Last Will and Testament of Frank W. Riley, deceased.

C) By a Deed from Constance A. Wilson, Executrix for the Estate of Frank W. Riley, deceased to Frank W. Riley GST Trust U/W FBO, Constance A. Wilson and Frank W. Riley GST Trust U/W FBO Lynne Jacobek dated October 22, 2007 and recorded October 30, 2007 in the Essex County Clerk/Register's Office in Deed Book 12097 page 1658 (covers both tracts).

NOTE: Constance A. Wilson, Trustee, died on October 30, 2022. Please see Schedule B Section I Requirements, Item #19.

5. The Land is described as follows:

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

FIRST AMERICAN TITLE INSURANCE COMPANY

of R. Tolme

By:

Authorized Signatory

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: 3472-2775040-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 Lynn Jacobek, Trustee of the Frank W. Riley GST Trust U/W FBO Constance A. Wilson (now deceased), and successor Co-Trustee to be appointed; and Lynne Jacobek, Trustee of the Frank W. Riley GST Trust U/W FBO Lynn Jacobek; and a successor Co-Trustee to be appointed. and spouse or civil union partner, if any, to John Macevoy and Gregory Paglianite 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) 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 Frank Riley, Estate of Frank Riley, and Constance Wilson, Executrix)
 - B) Judgment search in New Jersey Superior Court, United States District Court and United States Bankruptcy Court dated 3-17-2023 shows "Clear". (as to Constance Wilson, Trustee and Lynne Jacobek, Trustee)
- 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 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.

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- 18. Tideland Search dated March 23, 2023, attached, shows findings as "Unclaimed".
- 19. Pursuant to Article 11(d) of the Last Will and Testament of Frank W. Riley, a co-trustee must be appointed within 60 days of one of the Trustees becoming a sole trustee, with the express intention that neither of the Trustees shall ever act as sole trustee. Accordingly, pursuant to said Article 11(d) of the Will, a successor trustee must be appointed and Letters Trusteeship for the successor trustee must be issued by the Essex County Surrogate's Office. Company reserves the right to raise any additional exceptions same may make necessary.

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ALTA Commitment for Title Insurance

ISSUED BY

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 seq.
- 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: 3472-2775040-CRN

File No.: 3472-2775040-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:

TRACT I: BEGINNING at a point in the easterly line of the Newark & Pompton Turnpike Road which said point is the corner of land belonging to Cyrus B. Crane and Marcus S. Crane, thence along Crane's line South 38 degrees 33 minutes East 375 feet to a stake, thence across Harrington's land South 47 degrees 50 minutes West 111.45 feet to a stake thence still along Harrington's land North 38 degrees 33 minutes West 325 feet to a stake in the easterly line of said Road; thence along said line North 24 degrees 18 minutes East 125 feet to the place of BEGINNING.

TRACT II: BEGINNING at a point in the southwesterly corner of premises presently owned by Frank W. Riley and June E. Riley, thence (1) North 45 degrees 50 minutes East 111.81 feet to a stake; thence (2) South 40 degrees 48 minutes 30 seconds East 262.58 feet to a point; thence (3) South 49 degrees 27 minutes West 203.36 feet to a point in the rear line of lots fronting on Cambridge Road; thence (4) along the rear line of lots fronting on Cambridge Road, North 40 degrees 33 minutes West 249.80 feet; thence (5) North 45 degrees 50 minutes East 90.77 feet to the point and place of BEGINNING.

Note: For Informational Purposes Only: BEING Lot 32 Block 104 on a Tax Map of the Township of Verona, County of Essex.

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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 Paglianite |
|--------------|--------------------|

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.

| 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: 2775040

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 (TRUSTEE)

*** Name is CLEAR ***

LYNNE JACOBEK (TRUSTEE)

*** Name is CLEAR ***

03-17-2003 03-17-2023

03-17-2003 03-17-2023

DATED 03-17-2023 TIME 08:45 AM

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



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

621-7400-20

CERTIFIED TO:

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

RE: 2775040

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 |
|---|------------|------------|
| FRANK RILEY *** With Judgments *** | 03-17-2003 | 03-17-2023 |
| FRANK RILEY (ESTATE OF) *** Name is CLEAR *** | 03-17-2003 | 03-17-2023 |
| CONSTANCE WILSON (EXECUTRIX) *** Name is CLEAR *** | 03-17-2003 | 03-17-2023 |

(SEE ATTACHED 3 PAGES)

DATED 03-17-2023 TIME 08:45 AM

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

621-7400-20

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-181904-2003 CASE NUMBER: 95 020016 1

DATE ENTERED: 07/17/03 DATE SIGNED: 05/19/03

TYPE OF ACTION: CRIMINAL

VENUE: MERCER

DEBT: \$ 675.00

DOB 09-69 CREDITOR(S):

STATE OF NEW JERSEY TREASURER

ATTORNEY: MERCER COUNTY PROBATION DEPARTMENT

DEBTOR(S):

FRANKLIN D RILEY , SSN#:XXX-XX-0861

338 ST JOES AV, TRENTON, NJ 08638

FEES & PENALTIES

_____ *** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-189997-2007 CASE NUMBER: L 000149 07

DATE ENTERED: 07/06/07 DATE SIGNED: 06/08/07

TYPE OF ACTION: CONTRACT

VENUE: OCEAN

DEBT: \$ 22,107.18

CREDITOR(S):

SOVEREIGN BANK

1 SOVEREIGN WY, E PROVIDENCE, RI

ATTORNEY: MCCARTHY & SCHATZMAN

731 ALEXANDER RD PRINCETON NJ 08543

609-924-1199

DEBTOR(S):

FRANCIS J RILEY IV

(No Address)

A/K/A

FRANCIS J RILEY

(No Address)

PLUS COSTS

*** End of Abstract ***

Ranles Comes

RN23-087-04493 RE: 2775040 2

621-7400-20

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: PD-139449-2019

DATE ENTERED: 09/24/19 LIEN FOR LEGAL SERVICES

VENUE: MERCER

DEBT: \$ 500.00

CREDITOR: OFFICE OF THE PUBLIC DEFENDER

DEBTOR(S):

JEFFREY VANQUEEN , DOB: 08/1967

203 FULTON STR

TRENTON, NJ 08638

ATTORNEY: PRO SE

A/K/A

FRANKLIN RILEY

(No Address)

*** End of Abstract ***

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY NUMBER: BK-024544-2008

PETITION FILED: 08/01/08 VOLUNTARY
CHAPTER: 07

VENUE: TRENTON

IN THE MATTER OF:

FRANCIS J RILEY IV , SSN#:XXX-XX-8353

1417 DAVIDSON AV, BRICK, NJ 08724

ATTORNEY: GARY L. GOLDBERG-LAW OFFICE OF GARY L. GOLDBERG

1106 RIVER AVE. LAKEWOOD NJ 08701 (732) 370-9090

TRUSTEE: BARRY FROST

DISCHARGE OF BANKRUPT: 11/19/08

FINAL DECREE: 12/05/08

*** End of Abstract ***

Rales Jones
A DataTrace Company

RN23-087-04493 RE: 2775040 3 621-7400-20

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY NUMBER: BK-028178-2016

PETITION FILED: 09/22/16 VOLUNTARY
CHAPTER: 07

VENUE: TRENTON

IN THE MATTER OF:

FRANCIS J RILEY IV , SSN#:XXX-XX-8353

A/K/A

FRANK RILEY , SSN#:XXX-XX-8353

1417 DAVIDSON AV, BRICK, NJ 08724

ATTORNEY: ROBERT H. JOHNSON-ROBERT H. JOHNSON, LLC

1818 OLD CUTHBERT ROAD

SUITE 107

CHERRY HILL NJ 08034

856-298-9328

TRUSTEE: THOMAS ORR

DISCHARGE OF BANKRUPT: 12/23/16

FINAL DECREE: 12/29/16

*** End of Abstract ***

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY NUMBER: BK-013352-2018

PETITION FILED: 02/21/18 VOLUNTARY CHAPTER: 07

VENUE: TRENTON

IN THE MATTER OF:

MARYLIN RILEY , SSN#:XXX-XX-2981 FRANK W. RILEY , SSN#:XXX-XX-0858

203 OAKWOOD AV, LONG BRANCH, NJ 07740

ATTORNEY: GEORGE E VEITENGRUBER, III-VEITENGRUBER LAW LLC

1720 HIGHWAY 34

SUITE 10

WALL NJ 07727 732-695-3303

TRUSTEE: BARRY R. SHARER

DISCHARGE OF BANKRUPT: 08/22/18

FINAL DECREE: 08/22/18

*** End of Abstract ***

Charles Jones
A DataTrace Company



NEW JERSEY TAX & ASSESSMENT SEARCH

For: FIRST AMERICAN TTL INS CO NJ DIR

BLOCK: 104 ASSESSED OWNER: FRANK W RILEY GST TRUST C/O CONNIE WILSON

LOT : 32 BILLING ADDRESS : 754 SCOUT HUT RD DANIELSVILLE, GA 30633

QUAL : LOT ADDRESS : 225 POMPTON AVENUE

XLOT : 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 : 111X615

ASSESSED VALUES : LAND : \$322,600 IMP. : \$308,800 TOT. : \$631,400

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

TAX EXEMPTIONS : NONE

2022 TAXES : \$18,897.80 PAID IN FULL

-2023 - DUE DATE :

QTR1 - 02/01 : \$4,724.00 PAID
QTR2 - 05/01 : \$4,724.00 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 #: 2027029 0 TO: 02/09/2023 \$186.84 PAID; SUBJECT TO FINAL READING.

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

2027029 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

EXCERPT FROM LW&T OF FRANK W. RILEY

be construed to include any legally adopted child or children.

(d) As used herein, the words "executor," "executors," "executrix,"
"trustee" or "trustees" shall be construed to mean executors, executor, executrices, executrix,
trustees, trustee and the survivor or survivors of them, and their successor or successors in office.

ELEVENTH

- (a) I hereby nominate, constitute and appoint my daughter, CONSTANCE WILSON, executrix of this my Last Will and Testament. Upon the death, resignation, incapacity or failure to qualify of my said daughter, CONSTANCE WILSON, I hereby nominate, constitute and appoint my daughter, LYNNE JACKOBEK, successor executrix, with the same powers as trustee as herein conferred upon my original executrix.
- (b) I hereby nominate, constitute and appoint my children, CONSTANCE WILSON and LYNNE JACKOBEK, trustees of the trust hereunder created.
- (c) Notwithstanding anything to the contrary contained herein, while any beneficiary is serving as a trustee hereunder of a trust for the benefit of such beneficiary, such beneficiary, in such beneficiary's capacity as a trustee, shall not participate in any decision relating to the discretionary distribution of the principal and/or income of any such trust to such beneficiary, to such beneficiary's creditors, for such beneficiary's benefit or in discharge of any of such beneficiary's legal obligations.
- JACKOBEK, shall be serving as sole trustee of the trusts hereunder created her respective benefit, irrespective of the cause thereof, she shall, within sixty (60) days of becoming sole trustee, designate any individual or corporate banking institution other than a related or subordinate party, as defined in Section 672(c) of the Code, to serve as co-trustee with her, it being my intention that neither of my said children shall ever act as sole trustee of such trust created for her respective benefit.
- (e) Except as provided in paragraph (d) of this Article, the last acting individual executor and/or trustee may, pursuant to a written instrument executed by him or her during his or her lifetime (which he or she may alter from time to time), acknowledged in the same manner as is then required to record deeds of real estate in the State of New Jersey, or by his or her Last Will and Testament duly admitted to probate, designate one or more individuals and/or

Docket No.: 2604-1497

State of New Jersey Kssex Courty Surrogate's Court

JOSEPH P. BRENNAN, JR. SURROGATE

Hali of Records, Room 206 Newark, New Jersey 07102

Patricia A. Trabucco DEPUTY SURROGATE

Fax:

Phone: 973-62: 4000 973-621-2654

In the matter of the Estate of:

Frank W. Riley, Deceased

AKA:

LETTERS TRUSTEESHIP

I Joseph P. Brennan, Jr., Surrogate of the County of Essex, do hereby certify that in and by the last Will of the decedent, duly admitted to probate by the Surrogate of the County of Essex, did appoint Lynne Jackobek and Constance A. Wilson trustee(s), pursuant to Article Third GST Trust f/b/o Constance A. Wilson; and whereas the named trustee(s) has have accepted the said trusteeship;

Trust leentity: Article Third GST Trust.

I further certify that the said trustee(s) is are duly authorized to execute the said trust according to law and the terms of the said Will.

DO NOT ACCEPT WITHOUT RAISED SEAL

WITNESS my hand and seal of office on:

April 20, 2007

Joseph P. Brennan, Jr. Surrogate

Docket No.: 2004-1497

State of New Jersey Kssex County Surrogate's Court

JOSEPH P. BRENNAN, JR. SURROGATE Hall of Records, Room 206 Newark, New Jersey 07102 Phone: 973-621-4900 Patricia A. Trabucco DEPUTY SURROGATE

Fax: 973-621-2654

In the matter of the Estate of:

Frank W. Riley, Deceased

AKA:

LETTERS
TRUSTEESHIP

I Joseph P. Brennan, Jr., Surrogate of the County of Essex, do hereby **certify** that in and by the last Will of the decedent, duly admitted to probate by the Surrogate of the County of Essex, did appoint Lynne Jackobek and Constance A. Wilson trustee(s), pursuant to GST QSST Trust f/b/o Constance A. Wilson; and whereas the named trustee(s) has have accepted the said trusteeship;

Trust Identity: GST QSST Trust.

I further **certify** that the said trustee(s) is/are duly authorized to execute the said trust according to law and the terms of the said Will.

DO NOT ACCEPT WITHOUT RAISED SEAL

WITNESS my hand and seal of office on:

April 20, 2007



Joseph P. Brennan, Jr. Surrogate

BOOK 3107 PAGE 295

is Indenture,

Made the Sigle with day of

December

, in the year of our Lord

One Thousand Nine Hundred and Fifty-two,

Between

EAST SIDE REALTY COMPANY, a New Jersey corporation, by CUSTAVE E. WIEDENMAYER, LEWIS C. KLEINHANS, and GEORGE J. WIEDENMAYER, the sole surviving members of its Board of Directors as Trustees in Dissolution of East Side Realty Company,

KK KNO

OCX.

Connucant

X 100 K S. 100 KeX OF

party of the first part;

Anh

FRANK W. RILEY, and JUNE E. RILEY, his wife,

Verona, Borough ofof XiX the

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 consideration of Three Thousand (\$3,000.00) Dollars,

lawful money of the United States of America, to them 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 acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, ha VO given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed and by give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said these presents do party of the second part, and to and assigns, forever,

All that certain

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of verona, County of and State of New Jersey:

BEGINNING at a point in the easterly line of the Newark & Pompton Turnpike Road which said point is the corner of land belonging to Cyrus B. Crane and Marcus S. Crane, thence along Crane's line south 38 degrees 33 minutes east 375 feet to a stake; thence across Harrington's land south 47 degrees 50 minutes west lll.45 feet to a stake; thence still along Harrington's land north 38 degrees 33 minutes west 325 feet to a stake in the easterly line of said Road; thence along said line north 24 degrees 18 minutes east 125 feet to the place of BEGINNING.

The above described premises are the fifth tract in the deed from Reliable Improvement Company to East Side Realty Company dated December 14, 1950 and recorded in the Essex County Register's Office in Book 2902, page 89.

RECORDED
GISTER'S OFFICE
ESSEX COUNTY TRACT I 04 AH DI-7.

>

2 5/53

BOOK 3107 PAGE 296

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, heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part,

heirs, and assigns forever:

In Whitness Whereof, the parties of the first part have settheir hands and seal'S or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereunto affixed, the day and year first above written.

Signed, Sealed and Belibered

in the Presence of

EAST SIDE REALTY COMPANY, a New Jersey corporation

Wiedenmayer

George J. Wiedenmayer
Sole surviving members of its Poard
of Directors as Trustees in Dissolution of East Side Realty Company.





State of New Jersey,

County of ESSEX.

gs.:

Be it Remembered, that on this 18 in the year One Thousand Nine Hundred and Fifty-two,

day of December,

before me, the subscriber,

personally appeared GUSTAVE E. WIEDENMAYER, LEWIS C. KLEINHANS and GEORGE J. WIEDENMAYER as Trustees in Dissolution of East Side Realty Company, who, I am satisfied, are the grantor s mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed, and as the voluntary act and deed of East Side Realty Company in Dissolution.

an attorney of Law y new frage

BECK 4378 FACE 724

103—DEED - BARGAIN AND SALE ICOVENANT AGAINST GRANTOR) LTZS COPYRIGHT® 1965 BY ALL-STATE OFFICE SUPPLY CO.
49 EDISON PLACE, NEWARK, N. J. 07102
IND. TO IND. OR CORP.

This Been, made the 30 day of June,

19 71 ,

Between

JOSEPH KRAFT and LILLIAN KRAFT, his wife,

residing at in the

223 Pompton Avenue

Borough

of New Jersey, Verona in the County of herein designated as the Grantors,

and

FRANK W. RILEY and JUNE E. RILEY, his wife,

COULTY OF ESSEX

residing or located at 225 Pompton Avenue
in the Borough of Verona in the County of herein designated as the Grantees;
Essex and State of New Jersey, herein designated as the Grantees;

Illitnesseth, that the Grantors, for and in consideration of \$15,000.00

lawful money of the United States of America, to the Grantors in hand well and truly paid by the Grantees, at or before the scaling 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.

All that tract or parcel of land and premises, situate, lying and being in the in the Borough of Verona and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the southwesterly corner of premises presently owned by Frank W. Riley and June E. Riley, thence (1) North 45 degrees 50 minutes East 111.81 feet to a stake; thence (2) South 40 degrees 48 minutes 30 seconds East 262.58 feet to a point; thence (3) South 49 degrees 27 minutes West 203.36 feet to a point the rear line of lots fronting on Cambridge Road; thence (4) in the rear line of lots fronting on Cambridge Road, North 40 along the rear line of lots fronting on Cambridge Road, North 40 along the sear line of lots fronting on Cambridge Road, North 45 degrees 33 minutes West 249.80 feet; thence (5) North 45 degrees 50 minutes East 90.77 feet to the point and place of BEGINNING.

BEING part of the same premises conveyed to the Sellers 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.

Tract II

4578-724. Per 7/9/71 MECEIVED S HOUSED REGISTER & DEFICE ESSEX COULT (N.J. Jul 9 2 22 PN 71

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 apportaining; and the reversion and reversions, remainder and remainders, rents, issues and profits apperturing, and the receision and receiving, remainder and remainders, rems, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, posthereof, session, 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 Liold all and singular, the premises herein described, together with the appurtenances, unto the Grantces 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 Illitness Illhercof, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delibered in the presence of

> RAPPEPORT DAVID

| ss.: Be it Remembered. State of Och Jersey, County of ESSEX 30 , 19 71 . before mc. the subscriber. an Attorney at

are the person S named in and who executed the within Instrument. who, I am satisfied, and thereupon they acknowledged that they signed, scaled 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 little to realty evidenced by the within deed, as such consideration is defined in P.L. 1968. c. 49. Sec. 1 (c) 188 15,000.00.

Prepared by:

David A. Rappeport, Esq. Attorney at Law of N.J.

DAVID A. RAPPEPORT An Attorney at Law of New Jersey

RECORDING INFORMATION SHEET

ESSEX COUNTY REGISTER'S OFFICE HALL OF RECORDS, ROOM 130 465 MARTIN LUTHER KING Jr. Blvd NEWARK NJ 07102

| | · · · · · · · · · · · · · · · · · · · | | NEWARK NJ 0/102 | | |
|---|---|--|-----------------|--|--|
| INSTRUMENT NUMBER: | | DOCUMENT TYPE : | | | |
| 7131695 | DEED | | | | |
| Official Use Only | Return Address (for recorded documents) | | | | |
| | LAW OFFICE OF | | | | |
| CAROLE A. GRAVES, REGISTER | RONALD D.ISTIV | AN | | | |
| ESSEX COUNTY, NJ | 303 CLAREMONT AVENUE | | | | |
| INSTRUMENT NUMBER 7131695 RECORDED ON October 30, 2007 02:35 pm | MONTCLAIR NJ 07042 | | | | |
| BOOK:12097 PAGE:1658 | No. Of Pages (excluding | ng Summary Sheet) | 5 | | |
| МН | Recording Fee (excluding | g Transfer Tax) | \$80.00 | | |
| | Realty Transfer Tax | | \$0.00 | | |
| | Amount Charged | (Check # 8012) | \$80.00 | | |
| CONSIDERATION (E) \$1.00 | Municipality | VERONA | | | |
| MAIL COPY | Parcel Information | Block 2 Lot 32 | | | |
| NO COPY ENVELOPE | First Party Name | Name CONSTANCE(EXE) A WILSON | | | |
| | Second Party Name | FRANK W RILEY GST TRUS | Γ | | |
| ADDITIONAL STAMPINGS | Add | itional Information (Official Use | Only) | | |
| | | | | | |
| COVER SHEET (DOCUME! | NT SUMMARY FORM) | E THIS PAGE.************************************ | FILING RECORD | | |

Deed

This Deed is made on October 22, 2007 BETWEEN CONSTANCE A. WILSON, Executrix

For the Estate of: FRANK W. RILEY, deceased

whose post office address is 223 Pompton Avenue Verona, New Jersey 07044

referred to as the Grantor,
AND FRANK W. RILEY GST TRUST U/W FBO,
CONSTANCE A. WILSON AND FRANK W.
RILEY GST TRUST U/W FBO LYNNE JACOBEK

whose post office address is c/o Constance A. Wilson 223 Pompton Avenue, Verona, New Jersey 07044

referred to as the Grantee.

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

| Grantor. | The Grant | or makes this De | ed as the Personal | Representative of the Es | tate of Frank W | /. Riley, |
|------------------------------|--------------|------------------|--------------------|--------------------------|-----------------|-------------|
| deceased | | | | who died on May 6, 20 | 04 | late of the |
| E | Borough | of | Essex Fells | County of | Essex | and |
| | | | | by the surrogate of | Essex | County |
| on May 28, 20 | 04 under Doc | ket No. 2004-149 | 7 | | | |

2. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of One Dollar (\$1.00)

The Grantor acknowledges receipt of this money.

3. Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Verona
Block No. 2 Lot No. 32 Qualifier No. Account No.

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

4. Property.
of County of Essex and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)
 Consisting of two tracts being more particularly described in legal description attached hereto

Both Tracts

| Propaga by: (print signer's name below signature) RONALD D. ISTIVAN, ESQ. | (For Recorder's Use Only) | |
|--|---------------------------|--|

105 - Deed - Exec. or Admin. Cov. as to Grantor's Acts - Ind. or Corp. - Plain Language Rev. 7/01 P6/05 Powered by HotDocs®

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A Division of ALL-STATE International, Inc.
www.aslegal.com 800.222.0510 Page 1

TRACT I: BEGINNING at a point in the easterly line of the Newark & Pompton Turnpike Road which said point is the corner of land belonging to Cyrus B. Crane and Marcus S. Crane, thence along Crane's line south 38 degrees 33 minutes east 375 feet to a stake; thence across Harrington's land south 47 degrees 50 minutes west 111.45 feet to a stake; thence still along Harrington's land north 38 degrees 33 minutes west 325 feet to a stake in the easterly line of said Road; thence along said line north 24 degrees 18 minutes east 125 feet to the place of BEGINNING.

BEING the same premises conveyed to Frank W. Riley and June E. Riley, his wife by deed from East Side Realty Company, a New Jersey Corporation, by Gustave E. Wiedenmayer, Lewis C. Kleinhans and George J. Weidenmayer, the sole surviving member of its Board of Directors as Trustees in Dissolution of East Side Realty Company dated December 18, 1952 and recorded in the Essex County Register's Office on February 5, 1953 in Deed Book 3107, Page 295.

TRACT II: BEGINNING at a point in the southwesterly corner of premises presently owned by Frank W. Riley and June E. Riley, thence (1) North 45 degrees 50 minutes East 111.81 feet to a stake; thence (2) South 40 degrees 48 minutes 30 seconds East 262.58 feet to a point; thence (3) South 49 degrees 27 minutes West 203.36 feet to a point in the rear line of lots fronting on Cambridge Road; thence (4) along the rear line of lots fronting on Cambridge Road, North 40 degrees 33 minutes West 249.80 feet; thence (5) North 45 degrees 50 minutes East 90.77 feet to the point and place of BEGINNING.

BEING the same premises conveyed to Frank W. Riley and June E. Riley, his wife from Joseph Kraft and Lillian Kraft, his wife dated June 30, 1971, recorded in the Essex County Register's Office on July 9, 1971 in Deed Book 4378, Page 724.

The said June E. Riley died on August 8, 1976 leaving Frank W. Riley as the sole surviving tenant by the entirety.

Being commonly known as 225 Pompton Avenue, Verona, New Jersey.

The street address of the property is: 225 Pompton Avenue, Verona, New Jersey 07044

- 5. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
- The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed. (Print name below each signature.)

| Witnessed or Attested by: | Constance a. Stillon Edge (Seal CONSTANCE A. WILSON, Executrix |
|---------------------------|--|
| ROMALD D. ISTIVAN, ESQ. | (Seal |
| | (Seal |

STATE OF NEW JERSEY, COUNTY OF ESSEX I CERTIFY that on October 22, 2007

SS:

Constance A. Wilson, Executrix of the Estate of Frank W.

Riley, deceased personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed;

(b) executed this Deed in his or her capacity as personal representative of the deceased owner; and

(c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46/15-5.)

> RONALD D. ISTIVAN, ESQ. Attorney-at-Law of New Jersey Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF I CERTIFY that on

SS:

personally came before me and stated to my satisfaction that this person (or if more than one, each person): (a) was the maker of the attached Deed;

(b) was authorized to and did execute this Deed as

of

the entity named in this Deed;

(c) made this Deed for \$ as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5); and

(d) executed this Deed as the act of the entity, in his or her capacity as personal representative of the deceased owner.

RECORD AND RETURN TO: LAW OFFICES OF RONALD D. ISTIVAN 303 Claremont Avenue Montclair, New Jersey 07042

Print name and title below signature

105 - Deed - Exec. or Admin. Cov. as to Grantor's Acts -Ind. or Corp. - Plain Language Rev. 7/01 P6/05

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State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

| (Please F | Print or Type) | | | | | | | | | |
|----------------|---|---|------------------------------------|---|--|--------------|--|--------------------|-----------------------------------|-------------------------|
| SELLE | R(S) INFORMA | TION (See Instr | uctions, Pa | ge 2) | SELECTION OF | | | | P. C. D. A. S. V. | A2.44000 |
| Name(| s) | | | | | A COLISION A | | | | |
| | Cons | stance A. | Wilson, | Executr | ix of | the | Estate | of | Frank W | . Rilev. |
| Curren | t Resident Addres | s: | | | | | | | | eased |
| Street: | 223 | 3 Pompton | Avenue | | | | | | | |
| City, To | own, Post Office | | | | | S | tate | | Zip Code | 9 |
| | | ona, New 3 | | 07044 | | | | | | |
| PROPE | RTY INFORMA | TION (Brief Pro | perty Desci | ription) | 行的信仰 | | | R P M | | TO PARTY. |
| Block(s | 25 | | | Lot(s) | | | | Q | ualifier | - ALIENAN |
| | 2 | | | | 32 | | | | | |
| Street A | Address: | | | | | | | | | |
| City Ta | 225 | Pompton I | Avenue, | Verona, | New J | | | | | |
| City, 10 | wn, Post Office | | | | | St | ate | Z | ip Code | |
| Sallar's | Percentage of Ov | 100% | | \$1.0 | 00 | | | | 0/22/07 | |
| Gener 3 | ir croemage or or | vitership | | Consideration | on | | Transi | ferx2 | CXITIX Date | |
| 0 4 114 | DASSUDANCE | C (Chaol the A | | 2 | | | | | | |
| 01-1-1-1 | RASSURANCE | | | Total Additional | AND DESCRIPTION OF THE OWNER, THE | - | STREET, STREET | 100000 | | |
| 1. | I am a resident to will file a reside property. | taxpayer (individue nt gross income ta | al, estate, or to ax return and | rust) of the State pay any applica | e of New J ble taxes | lersey p | ursuant to N gain or incom | J.S.A. ne from | 54A:1-1 et se the dispositi | eq. and on of this |
| 2. | The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121. | | | | | | | | | |
| 3. | I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration. | | | | | | | | | |
| 4. | Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company. | | | | | | | | | |
| 5. | Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq. | | | | | | | | | |
| 6. X | The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq. | | | | | | | ted | | |
| 7. | The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale. | | | | | | | | | |
| 8. | Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state. | | | | | | | | | |
| SELLE | R(S) DECLARA | ION | | WWW. | rest of the | F1778 | representations. | | G-NANAB (A) | VERSION. |
| The unde | ersigned understands ement contained her st of my knowledge a | s that this declaration ein could be punishe | ed by fine, impr | isonment, or both | ed or provi | ded to the | e New Jersey are that I have | Division examin | of Taxation an ed this declara | d that any tion and, |
| | 10/22/01 | 27 | _ (| pestare | e a | St | lian. | | dec. | |
| | / Lyate | | | | | ndicate if F | Bignature Power of Attorney | | | |
| | | | | nstance | | | | | | 3 |
| | Date | | £6 | Estate of Frank W. Riley, Deceased Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact | | | | | | |

| (4) | |
|--|---|
| R)F-1 (Rev. 2/19/07) STATE OF NEW JE MUST \$UBMIT IN DUPLICATE (Chapter 49, P.L.1968, as amended through Cha | ON FOR USE BY SELLER |
| BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE | |
| 1 | FOR RECORDER'S USE ONLY |
| SS. County Municipal C | Consideration \$ /.00 |
| COUNTY Essex 0720 | RTF paid by seller \$ Date 0-30-0 By |
| MUNICIPALITY OF PROPERTY LOCATION Verona | *Use symbol *C* to indicate that fee is exclusively for county use. |
| (1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 | on reverse side) |
| Deponent, Constance A. Wilson being dul (Name) | ne |
| deposes and says that Re/she is the <u>Grantor</u> (Grantor, Legal Representative, Corporate Officer, Officer of Title Corp | in a deed dated October 22, 2007 transferring pany, Lending Institution, etc.) |
| real property identified as Block number 2 | Lot number 32 located at |
| 225 Pompton Avenue, Verona, New Jerse (Street Address, Town) | y 07044 and annexed thereto. |
| (2) CONSIDERATION \$1.00 (See In | structions #1 and #5 on reverse side) |
| (3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A 4B 4C (circle one). | ransferred is Class 4A, calculation in Section 3A below is required. |
| (3A)REQUIRED CALCULATION OF EQUALIZED VALUATION FOR AI (See Instructions #5A and #7 on reverse side) Total Assessed Valuation + Director's Ratio = Equalized | |
| \$ + %= \$ If Director's Ratio is less than 100%, the equalized valuation will be an amorexcess of 100%, the assessed value will be equal to the equalized valuation. | unt greater than the assessed value. If Director's Ratio is equal to or in |
| (4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side) Deponent states that this deed transaction is fully exempt from the Real C. 66, P.L. 2004, for the following reason(s). Mere reference to exemptio 8 (a.) For a consideration of less than | n symbol is insufficient. Explain in detail. |
| (5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse six NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPR void claim for partial exemption. Deponent claims that this deed transacree, and General Purpose Fee, as applicable, imposed by C. 176, P.I reason(s). | OPRIATE CATEGORY MUST BE CHECKED. Failure to do so will titon is exempt from State portions of the Basic Fee, Supplemental L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following |
| B. BLIND PERSON Grantor(s) legally blind or; * | (See Instruction #9 on reverse side for A or B) |
| DISABLED PERSON Grantor(s) permanently and totally dis | sabled 🔲 Receiving disability payments 🔲 Not gainfully employed* |
| Senior citizens, blind persons, or disabled persons must also | meet all of the following criteria: |
| Owned and occupied by grantor(s) at time of sale. | |
| One or two-family residential premises. | Owners as joint tenants must all qualify. |
| "IN THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNER ENTIRETY. | S, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE |
| C. LOW AND MODERATE INCOME HOUSING (See Instruction # | 9 on reverse side) |
| Affordable according to H.U.D. standards.Meets income requirements of region. | Reserved for occupancy. Subject to resale controls. |
| (6) NEW CONSTRUCTION (See instructions #2, #10 and #12 on reverse | |
| Entirely new improvement.Not previously used for any purpose. | Not previously occupied. "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed. |
| (7) Deponent makes this Affidavit to induce county clerk or register of accordance with the provisions of Chapter 49, P.L. 1968, as amended the | |
| Subscribed and sworn to before me | ce a Stylon Constance A. Wilson |
| | pton Avenue 223 Pompton Avenue |
| Verona, Depor | NJ 07044 Verona, NJ 07044 ent Address at Time of Sale |
| MONALO D. ISTIVAN XXX | xxx. 197 |
| | or's Social Security Number Name/Company of Settlement Officer |
| State of New Jersey | FOR OFFICIAL USE ONLY S S CO |
| | Instrument Number 13/69 County 2 Section 10/97 Page 16/67 Deed Dated 10-12-07 Date Recorded 10-30-07 |

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seiler when Section 3A is completed.

STATE OF NEW JERSEY- DIVISION OF TAXATION

PO BOX 281
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm.



HEREBY ISSUED TO: TIDELAND SEARCH CERTIFICATE

ACCOUNT: 621740020 **REFERENCE:** 2775040-3472

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**: 32

STREET NUMBER & NAME: 225 POMPTON AVENUE

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 Hubbard; 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) stong 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 Map 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

P112-523 5/10/49

 $\sqrt{}$

t sold

18/1948

Waugh

consideration of the sum of Twenty Five Hundred (\$2500) Dollars lawful money of the United 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 and 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 in of lard 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 sai
lands, South 38 degrees 23 minutes 30 seconds East 205.40 feet to lands now or formerly 0
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 corpor ate 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
NOTARY
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

TO DALE CARRIKER 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 Hida 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

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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: 225 Pompton Avenue, Verona, NJ 07044

FILE NUMBER: 3472-2775040-CRN

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