## **ALTA Commitment for Title Insurance**

#### MID-STATE ABSTRACT COMPANY

Transaction Identification Data for reference only: Issuing Agent: MID-STATE ABSTRACT COMPANY

Issuing Office: 207 HOOPER AVE., P.O. BOX 413

TOMS RIVER, NJ 08754

PHONE: (732) 244-3000 FAX: (732) 244-3924

Issuing Office's Alta Registry ID: 1091026

Property Address:

2613-2615 Lakewood Road

Point Pleasant, NJ 08742

Loan ID Number:

Issuing Office File Number: MS-155278

#### SCHEDULE A

1. Commitment Date: November 1, 2018

- Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy

Proposed Insured: R2T2, LLC Policy Amount: \$1,600,000.00

(b) 2006 ALTA® Loan Policy

Proposed Insured: Policy Amount: \$

- 3. The estate or interest in the Land described or referenced to in this Commitment is: Fee Simple
- 4. Title is, at the Commitment Date vested in:

Wenke's Motel, LLC a New Jersey limited liability company, by deed from Jennie Mae Durrua, married, dated May 22, 2009 and recorded June 16, 2009 in Deed Book 14325 page 484. (Copy Attached)

5. The Land is described as follows:

See Description of Land Attached Hereto.

MID-STATE ABSTRACT COMPAI

Kenneth M. Solakian, V.P.



Commitment No. MS-155278 PAGE 2 of 8 Wenke's Motel, LLC / R2T2, LLC

# 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 Wenke's Motel, LLC, a New Jersey limited liability company to R2T2, LLC.

- 5. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- 6. 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.
- 7. Payment of all taxes, water, sewer rents and assessments, if any.
- 8. This Company requires that a Notice of Settlement be filed in connection with the transaction to be insured, pursuant to N.J.S.A. 46:26A-11 et seq., as nearly as possible to (but not more than sixty (60) days prior to) the anticipated date of recording of the deed and/or mortgage to be insured. If the closing is postponed, another Notice of Settlement may be recorded prior to the expiration of the first recorded Notice of Settlement. If both deed and mortgage are to be insured, two (2) Notices of Settlement must be filed, one for the deed (between seller and purchaser), and the other for the mortgage (between mortgagor and mortgagee).
- 9. This Company requires that a title continuation or rundown must be ordered not less than 24 hours before closing.
- 10. This Company requires a proper affidavit of title and the status of municipal taxes at the time of closing prior to the issuance of title policies.

- Continued -



# MID-STATE ABSTRACT COMPANY Commitment No. MS-155278 PAGE 3 of 8 Wenke's Motel, LLC / R2T2, LLC

SCHEDULE B - PART I

11. Superior Court of New Jersey and United States District Court Search: Attached

**NOTE**: Judgments, if any, to be satisfied of record or affidavit submitted that same are not against persons in chain of title and/or purchasers, but against other with the same or similar names.

REQUIREMENTS

- 12. IRS Form 1099-S must be completed at closing and filed by Settlement Agent in accordance with the Tax Reform Act of 1986 for all purchase transactions; unless a corporation, governmental entity or volume transferor, which are exempted.
- 13. Subject to the marital status of the owner(s) of record if married and/or acquired prior to May 28, 1980 and/or subject property was ever used as the principal matrimonial residence, we will require that the spouse join in the transaction to be hereby insured. If married and acquired subsequent to May 28, 1980, and/or subject property was never used as the principal matrimonial residence, we will require a written statement properly acknowledged by the non-joining spouse, confirming that the property is not the principal matrimonial residence.
- 14. The following open Mortgage(s) of record to be cancelled and/or discharged:

Mortgage from Edmund E. Durrua and Jennie Mae Durrua, his wife to DQB of Toms River, Inc., 1920 Route 37 East, Toms River, NJ 08753, dated October 8, 1998 and recorded October 15, 1998 in Mortgage Book 4725 page 320, securing \$163,000.00

- 15. Subject to the results of a limited liability company status search, re: Wenke's Motel, LLC.
- 16. Delivery of a limited liability company resolution authorizing Wenke's Mote, LLC to convey the premises in question.
- 17. Subject to the production and review of an executed operating agreement and any amendments thereto, re: Wenke's Motel, LLC.
- 18. Warrant of Execution in Book 12727 page 955. (Copy Attached)

- Continued -

# MID-STATE ABSTRACT COMPANY Commitment No. MS-155278 PAGE 4 of 8 Wenke's Motel, LLC / R2T2, LLC

NOTE: Subject to recognizances, if any, filed against the sellers and/or mortgagors or property described in Schedule C of this Commitment for Title Insurance, due to the fact that the Recognizances are no longer being indexed in the County Clerk's or Register's Office. Therefore, this Company is unable to search the public records for any recognizances that may affect marketability of title to the premises to be insured herein. To remove this exception, the Affidavit of Title must specifically state the following: "The undersigned hereby certify that there are no recognizances filed against the undersigned as their principal or surety or against the property which is the subject matter of the within transaction."

NOTE: Although compliance or non-compliance with environmental matters is beyond the scope of coverage afforded by the title policy, we wish to call your attention (for informational purposes only) to the fact that the proposed transaction may involve lands subject to the Industrial Site Recovery Act (I.S.R.A.), N.J.S.A. 13:K-6, et seq. Please note that this Company is not legally authorized to insure that the proposed transaction comports with the provisions of any environmental laws, including I.R.S.A., N.J.S.A. 13:1K-6 et seq.

**NOTE**: Judgments, if any, to be satisfied of record of affidavit submitted that same are not against persons in chain of title and/or purchasers, but against other with the same or similar names.

- Continued -



Commitment No. MS-155278 PAGE 5 of 8 Wenke's Motel, LLC / R2T2, LLC

#### 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 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.
- 2. Rights or claims or interest of parties in possession of the land not shown by the public records.
- 3. Amount of acreage or quantity of the land is not insured.
- 4. Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy Only)
- 6. Notwithstanding any provision of the policy to the contrary, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- 7. Rights, public and private, in that part of the insured premises included within the bounds of all roads, streets, avenues and/or rights of way which cross or abut the subject premises.
- 8. Taxes, Assessments and Water/Sewer Charges: The payment of all taxes, assessments, water and sewer charges, up through and including the current installments. Subject to possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

Tax Search:

Ordered - to be forwarded upon receipt

Assessment Search:

Ordered - to be forwarded upon receipt

Water/Sewer Search:

Ordered - to be forwarded upon receipt

- Continued -



Commitment No. MS-155278 PAGE 5 of 8 Wenke's Motel, LLC / R2T2, LLC

#### 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 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.
- 2. Rights or claims or interest of parties in possession of the land not shown by the public records.
- 3. Amount of acreage or quantity of the land is not insured.
- 4. Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 5. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy Only)
- 6. Notwithstanding any provision of the policy to the contrary, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
- 7. Rights, public and private, in that part of the insured premises included within the bounds of all roads, streets, avenues and/or rights of way which cross or abut the subject premises.
- 8. Taxes, Assessments and Water/Sewer Charges: The payment of all taxes, assessments, water and sewer charges, up through and including the current installments. Subject to possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

Tax Search:

Attached

Assessment Search:

Attached

Water/Sewer Search:

**Attached** 

- Continued -

Commitment No. MS-155278 PAGE 6 of 8 Wenke's Motel, LLC / R2T2, LLC

9.,	Restrictive covenants and/or conditions of record as follows:
	None
10.	Easements or claims or easements, not shown by the public records.
11.	Easements of record as follows:
	None
12.	Setback on Filed Map
	None
13.	Rights of tenants as tenants only.
14.	Leases of record as follows: NONE OF RECORD
15.	Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the title as shown in Schedule A, is (a) a fraudulent conveyance or fraudulent transfer or (b) a preferential transfer.
16.	Slope and drainage rights, if any, of the State of New Jersey in and along New Jersey State Highway 88 and/or Curtis Avenue.

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.

- End of Exceptions -



Commitment No. MS-155278 PAGE 7 of 8 Wenke's Motel, LLC / R2T2, LLC

#### Schedule A

#### Item No. 5 - Description of Land

All that certain parcel of land, with the buildings and improvements thereon in the Borough of Point Pleasant, County of Ocean and State of New Jersey:

#### **Tract One**

Beginning at a stake at the southeast corner of Austin Avenue and Curtis Avenue, thence running as the magnetic needle now points;

- 1. Along the East side of said Curtis Avenue, South 26 degrees 46 minutes West, 164.96 feet to a stake;
- 2. South 61 degrees 52 minutes East, 54.20 feet to a stake at the southwest corner of Lot 2;
- 3. Along the west side of said Lot 2, North 19 degrees 18 minutes East, 163.19 feet to a stake in the southerly line of Austin Avenue;
- 4. Along the same, North 75 degrees 33 minutes West, 33.93 feet to the place of beginning.

Being Lot 1, Block G on a "Map of Point Pleasant Heights, Ocean County, New Jersey", duly filed in the Ocean County Clerk's Office on September 7, 1917 as Map No. B-33. This description being in accordance with a survey dated February 18, 1938, made by J.M. Abbott, C.E.

#### **Tract Two**

Being known and designated as Lot 2 in Block G as shown on map entitled "Map of Point Pleasant Heights" tract and filed in the Office of the Clerk of the County of Ocean on September 17, 1917 as Map No. B-33.

#### Tract Three

Being that certain Lot known as No. 3 Block G as shown on map entitled "Map of Point Pleasant Heights" tract and filed in the Office of the Clerk of the County of Ocean on September 17, 1917 as Map No. B-33.

- Continued -

Commitment No. MS-155278 PAGE 8 of 8 Wenke's Motel, LLC / R2T2, LLC

#### **Tract Four**

Known and delineated on a map entitled "Map of Pine Dale, West Point Pleasant, New Jersey" surveyed by Willian Segoine for the George T. Finn Company, 373 Fourth Avenue, New York City, as a triangular piece of land, being Lot A in Block G.

Beginning at a point in Curtis Avenue, 164.96 feet south of the southeast corner of Austin Avenue;

Eastwardly 212.37 feet to a point in the Lakewood Road (or Ocean Avenue);

Southwesterly to Curtis Avenue and thence to point or place of beginning. Said Map is filed in the Ocean County Clerk's Office on December 5, 1913 as Map No. A-26.

For Information Only: The above four tracts are known as Lot 1 in Block 45 on the Borough of Point Pleasant Tax Map.

Ιv

INSTR \$ 2009063451 OR BK 14325 PG 0484 RECORDED 06/16/2009 08:11:08 AM CARL W. BLOCK, COUNTY CLERK OCEAN COUNTY, NEW JERSEY

DEED-BARGAIN AND SALE (COVENANT AS TO GRANTOR'S ACTS)

Prepared by:

Bette A. Hughes, Esq.

#### DEED

This Deed is made on May 22, 2009

BETWEEN Jennie Mae Durrua, married,

whose address is 2200 Route 88, Brick, New Jersey 08724,

referred to as the Grantor,

Wenke's Motel, LLC, a New Jersey Limited Liability AND Company,

whose address is 2200 Route 88, Brick, New Jersey 08724,

referred to as the Grantee.

COUNTY OF OCEAN

CONSIDERATION\_ REALTY TRANSFER FEE

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR AND ZERO CENTS (\$1.00).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Borough of Point Pleasant

Lot No. 1 Block No. 45

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

Property. The property consists of the land and all the buildings and structures on the land in the Borough of Point Pleasant, County of Ocean and State of New Jersey. The legal description is:



#### SCHEDULE A

ALL that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Point Pleasant in the County of Ocean and State of New Jersey:

### FIRST TRACK:

TIMET WILL

BEGINNING at a stake at the southeast corner of Austin Avenue and Curtis Avenue, thence running as the magnetic Needle now points, /64,96

- (1) Along the east side of said Curtis Avenue, south 26 degrees 46 minutes west one hundred fifty-four and ninety six hundredths (154.96) feet to a stake; thence
- (2) South 61 degrees 52 minutes East fifty four and twenty hundredths (54.20) feet to a stake at the southwest corner of lot #2; thence
- (3) Along the west side of said lot #2, north 19 degrees 18 minutes east one hundred sixty three and nineteen hundredths (163.19) feet to a stake in the southerly line of Austin Avenue; thence
- (4) Along the same north 75 degrees 33 minutes west thirty three and ninety three hundredths (33.93) feet to the place of beginning.

Being lot #1, Block "G" on a Map of "Point Pleasant Heights", Ocean County New Jersey. This description being in accordance with a survey dated February 18, 1938, made by J.M. Abbott, C.E.

### SECOND-TRACK: TRACT TOWO

Being known and designated as Lot number two in block "G" as shown on map entitled map of "Point Pleasant Heights" tract and filed in the Office of the Register of the County of Ocean.

### THIRD TRACK: TIZACT THIRES

Being that certain lot known as number three block "G" as shown on map entitled "Map of Point Pleasant Heights" tract and filed in the Office of the Clerk of the County of Ocean.

### FOURTHTRACT: TICKET FOUR

Known and delineated on a map entitled "Map of Pine Dale, West Point Pleasant, NJ" surveyed by William Segoine for the George T. Finn Company, 373 Fourth Avenue, New York City, as a triangular piece of land.

BEGINNING at a point in Curtis Avenue one hundred sixty-four and ninety-six hundredths feet south of the southeast corner of Austin Avenue; thence

Eastwardly two hundred twelve and thirty seven hundredths feet to a point in the Lakewood Road (or Ocean Avenue); thence

Southwesterly to Curtis Avenue and thence to point or place of Beginning. Said map is filed in the Ocean County Clerk's Office.  $\sigma \sim 12-5-13$  where A-2C



## State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type) SELLER(S) INFORMATION (See Instructions, Page 2) Name(s) rennie Current Resident Address: Zip Code State City, Town, Post Office 08729 PROPERTY INFORMATION (Brief Property Description) Qualifior Block(s) Street Address: Zip Code State City, Town, Post Office Consideration Seller's Percentage of Ownership 1.00 SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents) I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property. 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 fleu of foreclosure with no additional consideration. 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. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to 5. N.J.S.A.54A:1-1 et seq. 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. 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 (see instructions). No non-like kind property received. 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. The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that have examined this declaration and. SELLER(S) DECLARATION to the best of my knowledge and belief, it is true, correct and complete Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact Signature

(Saller) Please indicate if Power of Attorney or Attorney in Fact

Dale

MUST SUBMIT IN DUPLICATE

STATE OF NEW JERGEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2008) (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM. FOR RECORDER'S USE ONLY Consideration SS. County Municipal Code RTF paid by seller \$ Date 176-09 By COUNTY (1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) Mac OUINUL upon Deponent, Jennic sworn according to being duly Gruntor transferring in a deed dated deposes and says that he/she is the (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc. located at real property Identified as Block number. thereto annexed (See Instructions #1 and #5 on reverse side) (3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required. (3A)REQUIRED GALGULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side) Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation. (4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side) Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee Imposed by C. 49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. (5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C, 176, P.L. 1975, C, 113, P.L. 2004, and C, 66, P.L. 2004 for the following reason(s): 62 years of age or over. \* (See Instruction #9 on reverse side for A or B) SENIOR CITIZEN

Grantor(s) 62 years or age or over. (See instruction we on reverse size for the or of the Senior citizens, blind persons, or disabled persons must also meet all of the following criteria: Resident of State of New Jersey. Owned and occupied by grantor(s) at time of sale. Owners as joint tenants must all qualify. One or two-family residential premises. 'IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side) Reserved for occupancy Affordable according to H.U.D. standards. Subject to resale controls. Meets income requirements of region. (8) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side) Not previously occupied.
"NEW CONSTRUCTION" printed clearly at Entirely new improvement. Not previously used for any purpose. the top of the first page of the deed. (7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, Pt., 1998, as amended through Chapter 33 P.L. 2006. 2 day of May Bette A. Hughes FOR OFFICIAL USE ONLY Attorney At Law of N.J. 5-22-09 County Recording Officers shall forward one copy of each Affidevit of Consideration for Use by Selfer when Section 3A is completed. STATE OF NEW JERSEY- DIVISION OF TAXATION

PO BOX 251 TRENTON, NJ 08696-0261

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/taxetion/ipt/localtax.htm.

See Schedule A attached hereto.

Commonly known as 2613 - 2615 Lakewood Road, Point Pleasant, New Jersey.

BEING the same premises conveyed to the Grantor herein by Deed from Edmund E. Durrua a/k/a Edmund E. Durrua, Jr. and Jennie Mae Durrua, H/W, dated September 8, 2008 and recorded on September 30, 2008 in the Ocean County Clerk's Office in Official Record Book 14121 at Page 1103.

This conveyance is made subject to easements and restrictions of record, such state of facts as an accurate survey may disclose, and to applicable zoning ordinances.

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.)

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

Witnessed by:

Bette A. Hughes, Esq.

Jennie Mae Durrua

STATE OF NEW JERSEY

COUNTY OF OCEAN SS.:

I CERTIFY that on May 22, 2009,

Jennie Mae Durrua, married,

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) executed this deed as his or her own act; 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.)

Record & Return to: Bette A. Hughes, Esq. 2601 Bridge Avenue Point Pleasant, NJ 08742

Bette A. Hughes, Attorney at

Law of NJ

## Mortgage

This mortgage is made on . October 8, 1998 BETWEEN the Borrower(s)

EDMUND E. DURRUA and JENNIE MAE DURRUA, his wife

Whose address is

2613 State Highway Route 88, Point Pleasant, New Jersey 08742

referred to as "I." AND the Lender

DQB of TOMS RIVER, Inc., A coporation of the State of New Jersey,

whose address is

1920 Route 37 East, Toms River, New Jersey 08753

referred to as the "Londer."

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Londor" means the original Lender and anyone else who takes this Mortgage by transfer.

- 163,000.00 (called 1. Mortgage Note. In return for a loan that I received, I promise to pay \$ October 8, 1998 "Principal"), plus interest in accordance with the terms of a Mortgage Note dated 5,199,80 (referred to as the "Note"). The Note provides for monthly payments of \$ 15.000 %. All sums owed under the Note are due no later than October 8, 2001 . All yearly interest rate of . terms of the Note are made part of this Mortgage.
- 2. Property Mortgaged. The property mortgaged to the Lender (called the "Property") is located in the Borough County of Ocean Borough and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property. The logal description is:
  - [X] Please see attached Legal Description annexed herete and made a part hereof (check box if applicable).

This is a second mortgage subordinate only to a first mortgage made by Edmund J. Durrua, Inc., Edmund E. Durrua, Jr. and Jennie Mae Durrus, husband and wife, to Ocean County National Bank, dated May 10, 1984, and recorded in MB 2524 page 545, securing the amount of \$415,000. The current balance of said mortgage is now \$178,000. The Borrowers represent and warrant that the first mortgage is current and is not currently in default.

Any default in the terms of the first mortgage shall be a default in the terms of this Mortgage.

The property which is the subject of this Mortgage is a motel. In the event of any default in the terms of this Mortgage or in the terms of the Note, the Lender shall have the right to collect rent from any tenants/ guests of the subject properly. The parties agree that a copy of this Mortgage, together with an Affidevit from Lender stating that Borrower is in default of the terms of this Mortgage or the Note shall be deemed sufficient proof for the tenants/guests to make all future rent payments to Lender.

(For Recorder's Usu Only)

REC OCT/15/1998 09:09AN 08452D M DEAN HAINES OCEAN COUNTY CLERK 23.00

2049 - Nata Martgago Ind. or Corp. Plain Lunguage 0511-1 M HB4725-PG320 M-10-15-98



## REVISED SCHEDULE A

File No. LG-21481

All that certain lot, parcel or tract of land, situate and lying in the Borough of Point Pleasant, County of Ocean and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the intersection of the northerly line of New Jersey State Highway Route No. 88 and the easterly line of Curtis Avenue; thence

- (1) Along said Curtis Avenue North 25 degrees 34 minutes East 291.68' to the southerly line of Austin Avenue; thence
- (2) South 76 degrees 38 minutes East 134.29'; thence
- (3) South 18 degrees 09 minutes West 188.88'; thence
- (4) South 62 degrees 50 minutes East 56.31' to said New Jersey State Highway Route No. 88; thence
- (5) Along same South 83 degrees 48 minutes 30 seconds West 249.26' to the point and place of BEGINNING.

The above description is drawn in accordance with a survey prepared by Morris & Glasgow, Inc., dated May 7, 1984.

BEING ALSO KNOWN as Lot 1 in Block 45 on the Official Tax Map of the Borough of Point Pleasant, Ocean County, NJ.

- 3. Rights Given to Lender. I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to Lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.
- 4. Promises. I make the following promises to the Lendor:
  - a. Note and Mortgage. I will comply with all of the terms of the Note and this Mortgage.
  - b. Payments. I will make all payments required by the Note and this Mortgage.
  - c. Ownership. I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.
  - d. Liens and Taxes. I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the Principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
  - c. Insurance. I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fall to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.
  - Repairs. I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.

- g. Statement of Amount Duc. Upon request of the Lender, I will certify to the Lender in writing:
- (a) the amount due on the Note and this Mortgage, and
- (h) whether or not I have any defense to my obligations under the Note and this Mortgage.
- h. Rent. I will not accept rent from any tenant for more than one month in advance.
- Lawful Use. I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
- 5. Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.
- 6. Tax and Insurance Escrew. If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.
- 7. Payments Made for Borrower(s). If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the Principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.
- 8. Default. The Lender may declare that I am in default on the Note and this Mortgage if:
  - I fall to make any payment required by the Note and this Mortgage within 3
    due date:

days after its

- b. I fail to keep any other promise I make in this Mortgage;
- c. the ownership of the Property is changed for any reason;
- d. the holder of any lien on the Property starts foreclosure proceedings; or
- c. bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.
- 9. Payments Due Upon Default. If the Lender declares that I am in default, I must immediately pay the full amount of all unpakt Principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.
- 10. Lender's Rights Upon Default. If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:
  - a. take possession of and manage the Property, including the collection of rents and profits;
  - b. have a court appoint a receiver to accept rent for the Property (I consent to this);
  - c. start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
  - d. sue me for any money that I owe the Lender.
- 11. Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party.
- 12. No Walver by Lender. Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.
- 13. Each Person Linble. This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the Provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.
- 14. No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.
- 15. Signatures. I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate soal is affixed.

Witnessed or Attested by:

BETTE A. HUGHES

JENNIE MAE DURRUA

Lomell, Muccifori, Adler

STATE OF NEW JERSEY, COUNTY OF OCEAN I CERTIFY that on October 8, 1998 EDMUND E. DURRUA and JENNIE MAE DURRUA, his wife 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 instrument; and, (b) executed this instrument as his or her own act.

(Print name and title below signature)

BETTE A. HUGHES, AN ATTORNEY AT LAW

OF THE STATE OF NEW JERSEY

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 instrument;

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

the entity named in this instrument; and, (c) executed this instrument as the net of the entity named in this instrument.

(Print name and title below signature)

NOTE MORTGAGE

Dated: October 8, 1998

Record & Return to:

DUB

Borrower(s)

Marc Galella, Esq. 250 Washington Street PO Box 787 Toms River, NJ 08754

Lender(a),

To the County Recording Officer of

County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated:

: \*

(Scal)

Lender

## INV-SHOR-C MB

#### SUPERIOR COURT OF NEW JERSEY Law Division County of OCEAN COUNTY



STATE OF NEW JERSEY Division of Taxation Plaintiff **DURRUA III, EDMUND E** Defendant.

of Execution

A RESPONSIBLE PERSON OF M.E.D. CONSTRUCTION INC.

STATE OF NEW JERSEY, DIVISION OF TAXATION, COMPLIANCE ACTIVITY

WHEREAS, on 05/19/2005, a Certificate of Debt was entered in the Superior Court of the State of New Jersey by virtue of N.J.S.A. 54:49-12 against DURRUA III, EDMUND E (Docket No.: 126,840-05) who is indebted to the State of New Jersey, Division of Taxation, by reason of failure to pay taxes, penalties, interest, and costs of collection to the date hereof on the principal sums with penalty and interest as follows:

TAX AMOUNT DUE	PENALTY	INTEREST		TOTAL
7,675.49	311.52	774.25		8,761.26
				960,00
			-	
		GRAND TOTAL	\$	9,721.26
			7,675.49 311.52 774.25	7,675.49 311.52 774.25  GRAND TOTAL \$

THEREFORE, I command you to satisfy the said sum out of the tangible and intangible personal property, moneys, choses in action, or any other personal property of DURRUA III, EDMUND E debtor in whomsoever hands the same may be; and that you do pay the moneys realized by you from such property to the said State of New Jersey, Division of Taxatlon, and return this execution and your proceedings thereon within 60 days after the date of its Issuance to the State of New Jersey, Division of Taxatlon.

I further command you that within 5 days after receipt of this warrant you file with the County Clerk a copy

I further command you that, in case of a sale, you make return of this warrant with your proceedings thereon to said State of New Jersey, Division of Taxation, and to the County Clerk and that you pay the said Clerk any surplus in your hands within 30 days after said sale.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal as Director, Division of Taxation, State of New Jersey,

Pursuant to N.J.S.A. 54:49-13a, this Warrant of Execution expires 60 calendar days after docketing by the County Clerk.

Robert K. Thompson

Robert K. Thompson **Division of Taxation** 

STATE OF NEW JERSEY DIVISION OF TAXATION 630 BANGS AVENUE

ASBURY PARK, NEW JERSEY 07712

WOR Book12727/Page955 1- 7-25-05



# State of New Tersey department of the treasury division of taxation

July 20, 2005

RE: M.E.D. CONSTRUCTION INC.

TAXPAYER ID NO : B

CASE NO

DURRUA III, EDMUND E 2613 ROUTE 88 POINT PLEASANT NJ 08742-2835

INVESTIGATOR: MICHAEL BUONO

INV-SHOR-C

STATE OF NEW JERSEY

DURRUA III, EDMUND E

COUNTY - OCEAN COUNTY

BOOK

PAGE -

TRANSACTION NO: SUPERIOR COURT DJ#

126,840-05

As provided under N.J.S.A. 54:49-13a, you are hereby instructed by virtue of the attached Warrant of Execution to levy upon the rights and credits, moneys, effects, chattels of the said defendant.

77N0D05309223417541000010002 R-9525

New Jersey is an Equal Opportunity Employer



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

341-2222-20

RE: MS-155278 - R2T2, LLC

CERTIFIED TO:

MID-STATE ABSTRACT COMPANY PO BOX 413 TOMS RIVER NJ 08754-0413

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
EDMUND DURRUA  *** With Judgments ***	11-08-1998	10-01-2008
JENNIE DURRUA  *** Name is CLEAR ***	11-08-1998	06-17-2009
WENKE'S MOTEL, LLC (Entity)  *** Name is CLEAR ***	11-08-1998	11-08-2018

(SEE ATTACHED 3 PAGES)

DATED

11-08-2018

08:45 AM TIME

> CHARLES JONES LLC P.O. BOX 8488

RN18-316-01251 316 0575316 03 316-01251 TRENTON, NJ 08650

341-2222-20

1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-007000-2000 CASE NUMBER: DC 010338 98

DATE OF JUDGMENT IN S.C.P.: 02/18/99 DATE DOCKETED: 01/11/00

TYPE OF ACTION: CONTRC-REG

VENUE: OCEAN

DEBT: \$ 515.97 COSTS: \$ 78.32 DCKG: \$

CREDITOR(S):

ATLAS FLASHER AND SUPPLY COMPANY

ATTORNEY: JOHN R LINDSAY

DEBTOR(S):

MED CONSTRUCTION

ED DURRUA

PO BOX 442

BRICK, NJ 08723

ATTORNEY: PRO SE

\*\*\* End of Abstract \*\*\*

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SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-196668-2000 CASE NUMBER: DC 007879 97

DATE DOCKETED: 10/06/00 DATE OF JUDGMENT IN S.C.P.: 01/15/98

TYPE OF ACTION: CONTRC-REG

VENUE: OCEAN

DEBT: \$ 6,800.01 199.00 COSTS: \$

OTH: \$ 715.84 INT: \$ 1,083.20 DCKG: \$ 5.00

CREDITOR(S):

ACTION MANAGEMENT INC , ON BEHALF OF

MERIDIAN BANK

ATTORNEY: NATHAN VAN EMBDEN

DEBTOR(S):

EDMUND E DURRUA , SSN#:XXX-XX-8720

PO BOX 442

BRICK, NJ 08723-0286

ATTORNEY: PRO SE

\*\*\* End of Abstract \*\*\*

Parles Jones

341-2222-20

2

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-126840-2005

DATE DOCKETED: 05/19/05

TYPE OF ACTION: CERTIF OF DEBT

VENUE: MERCER

DEBT: \$ 8,735.34

CREDITOR(S):

DIV OF TAXATION

ATTORNEY: PRO SE

EDMUND E DURRUA III , SSN#:XXX-XX-8720

2613 ROUTE 88

POINT PLEASANT, NJ 08742-2835

ATTORNEY: PRO SE

D/B/A

MED CONSTRUCTION INC

(No Address)

\*\*\* End of Abstract \*\*\*

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-308510-2005

DATE DOCKETED: 11/17/05

TYPE OF ACTION: CERTIF OF DEBT

VENUE: MERCER

DEBT: \$ 6,196.57

W/ INT FROM: 10/18/05

CREDITOR(S):

STATE OF NEW JERSEY

DEBTOR(S):

EDMUND E DURRUA III , SSN#:XXX-XX-8720

(No Address)

T/A

MED CONSTRUCTION INC , EIN#:02-23417541

(No Address)

MED CONSTRUCTION INC

ROUTE 88

POINT PLEASANT, NJ 08742

DEBT CERTIFIED TO THE CLERK OF THE SUPERIOR COURT BY THE DEPARTMENT OF LABOR, DIVISION OF EMPLOYER ACCOUNTS, UNDER THE PROVISIONS OF THE UNEMPLOYMENT COMPENSATION LAW.

\*\*\* End of Abstract \*\*\*

\_\_\_\_\_

3

341-2222-20

RN18-316-01251 RE: MS-155278 - R2T2, LLC

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-180813-2007

DATE DOCKETED: 07/03/07

TYPE OF ACTION: CERTIF OF DEBT

VENUE: MERCER

DEBT: \$ 2,100.00

CREDITOR(S):

DIV OF MOTOR VEHICLES , DMV AUTOMATED SURCHARGE

ATTORNEY: PRO SE

EDMUND E DURRUA , DRIVERS LICENSE # = DXXXX1906507552 DOB: 07/03/1955

2613 ROUTE 88

POINT PLEASANT, NJ 08742-2835

ATTORNEY: PRO SE

\*\*\* End of Abstract \*\*\*

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY NUMBER: BK-055755-2001

PETITION FILED: 05/09/01

VOLUNTARY CHAPTER: 07

IN THE MATTER OF:

EDMUND EUGENE DURRUA III , SSN#:XXX-XX-8720

D/B/A

MED CONSTRUCTION, INC

D/B/A

MED EQUIPMENT, INC.

MARY ALMA DURRUA , SSN#:XXX-XX-0550

A/K/A

MARY ALMA MEARS , SSN#:XXX-XX-0550

2613 RT. 88, POINT PLEASANT, NJ 08742

ATTORNEY: PHILLIP LUCAS-

515 STATE HIGHWAY 70

PO BOX 575 BRICK NJ 08723 732-920-9000

TRUSTEE: THOMAS ORR

DISCHARGE OF BANKRUPT: 08/28/01

FINAL DECREE: 08/13/02

\*\*\* End of Abstract \*\*\*

Parles Jones



341-2222-20 **CERTIFIED TO:** 

RE: MS-155278 - R2T2, LLC

MID-STATE ABSTRACT COMPANY PO BOX 413 TOMS RIVER NJ 08754-0413

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

THROUGH

WENKE'S MOTEL, LLC (Entity)

11-10-2018

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

DATE ISSUED: 11-12-2018

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

PA18-316-01252 316 0558316 01