LIS PENDENS FILED Oct 4, 1955 COMP'T FILED Nov. 2, 1955
Ocean County Nat'l Bk of Point Pl't Beach vs. Stephen Skellinger et al

SEE REGISTER OF CAUSES BOOK # 21 PAGE # 330

BOOK 569 PAGE 109

207—Mortgage. (Revised)—Int., Ins., Tax & Ass't.
Condition Printed—(Indiv. to Indiv. or Corp.)

GEA

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RECORDED
OCEAN COUNTY CLERK'S
OFFICE
1953 OCT 14 PM 2 58

This Indenture, *made the* 9th *day of* October

in the year One Thousand Nine Hundred and Fifty-three,

Between STEPHEN SKELLINGER and ELSIE ELEANOR SKELLINGER, his wife,

BOOK ______ OF ___
PAGE ______
CLERK

residing at West Princeton Avenue, Laurelton,
in the Township *of* Brick *in the County of* Ocean *and State of* New Jersey, *hereinafter called the mortgagor;*

And OCEAN COUNTY NATIONAL BANK OF POINT PLEASANT BEACH,
a corporation of the United States of America,
having its principal office

in the Borough *of* Point Pleasant Beach *in the County of* Ocean *and State of* New Jersey, *hereinafter called the mortgagee:*

Whereas, *the said mortgagors* are *justly indebted to the said mortgagee, in the sum of*
FOUR THOUSAND AND 00/100 ($4000.00)------------------------- *Dollars,*
lawful money of the United States of America, secured to be paid by their *certain bond or obligation, bearing even date with these presents, in the* ~~penal~~ *sum of*
FOUR THOUSAND AND 00/100 ($4000.00)------------------------- *Dollars,*
lawful money as aforesaid, to the said mortgagee, on the 9th *day of* October *which will be in the year One Thousand Nine Hundred and* Sixty-three *and interest thereon, to be computed from* the date hereof *at and after the rate of* six *per cent, per annum, and to be paid* quarterly; provided however that the parties of the first part shall pay the sum of $100.00 on account of the principal sum secured hereby on each and every interest date; and provided further that the parties of the first part shall have the privilege of making additional payments on account of the principal sum in multiples of $100.00 on any interest date prior to maturity;

And it is hereby expressly agreed *that should any default be made in the payment of the said interest* and installments of principal *or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in this mortgage, and become due and payable, and should the said interest* and installments of principal *remain unpaid and in arrear for the space of* thirty days *or said tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any or either of them remain unpaid and in arrear for the space of* sixty days *then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods as the case may be, the aforesaid principal sum of*
FOUR THOUSAND AND 00/100 ($4000.00)--------------------- *Dollars,*
with all arrearages of interest thereon, shall, at the option of the said mortgagee, its successors, legal representatives or assigns, become and be due and payable immediately thereafter although the period above limited for the payment thereof may not then have expired, anything therein before contained to the contrary thereof on anywise notwithstanding; and the said Mortgagee may, at its option, pay such tax, assessment, or water rent in arrear, and the amount so paid shall be added to and become part of the principal sum secured by the said bond and by this mortgage, and shall be payable on demand with interest at six per centum per annum, as by the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear.

Now this Indenture Witnesseth: *that the said mortgagor, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to* them *in hand paid by the said mortgagee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm, unto the said mortgagee and assigns forever,* All those certain lots,

*tract*s *or parcel*s *of land and premises, hereinafter particularly described, situate, lying and being in the* Township *of* Brick *in the County of* Ocean *and State of* New Jersey;

KNOWN as Lots Numbers Eight (8) and Nine (9), Section 6 on the Map of Laurelton Park Company made by Roy T. Havens, Engineer and Surveyor and dated March 3, 1927.

BEGINNING at a point in the westerly line of Princeton Avenue distant one hundred fifty (150) feet southerly from the southwesterly corner of Princeton Avenue and Third Street as shown on said map and running thence (1) southerly along the westerly line of Princeton Avenue fifty (50) feet; thence (2) westerly at right angles to Princeton Avenue one hundred and twenty-five (125) feet more or less to the easterly line of Tilford Boulevard; thence (3) northwesterly along the easterly line of Tilford Boulevard fifty-two and forty-two hundredths (52.42) feet to the southwesterly corner of Lot no. 10; thence (4) at right angles to said Princeton Avenue one hundred forty feet more or less to the place of Beginning.

BEING the same premises conveyed to the parties of the first part by two certain deeds, the first made by Gustave J. Kieser, Widower, dated September 7, 1946 and recorded in the Ocean County Clerk's Office in Book 1261 of deeds, page 369, and the second made by Laurelton Park Company dated November 25, 1946 and recorded in said Clerk's Office in Book 1246 of deeds, page 347, said last mentioned deed being given as a confirmatory deed.

SUBJECT to covenants, conditions and restrictions of record.

Together *with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.*

And Also *all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said mortgagor, of, in and to the same, and every part and parcel thereof, with the appurtenances:*

To Have and to Hold *the above granted and described premises, with the appurtenances, unto the said mortgagee and to mortgagee's own proper use, benefit and behoof forever.*

Provided always *and these presents are upon this express condition, that if the said mortgagor shall well and truly pay unto the said mortgagee, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.*

And the said *mortgagor does covenant and agree to pay unto the said mortgagee, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond.*

And it is also agreed *by and between the parties to these presents, that the said mortgagor, shall and will keep the buildings erected, and to be erected, upon the lands above conveyed, insured against loss or damage by fire, windstorm, explosion, tornado, unoccupancy by tenants, by insurors, and in an amount approved by the said mortgagee, and assign the policy and certificates thereof to the said mortgagee; and in default thereof, it shall be lawful for the said mortgagee to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, payable on demand, with interest at the rate of* six *per cent. per annum, from the time of payment of such premium or premiums.*

And *the said mortgagor does covenant with the mortgagee that* they are *seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereof unto the mortgagee, against all lawful claims whatsoever.*

And the said *mortgagor, the owner of the lands above described does further covenant, and agree to and with the said mortgagee, that the said mortgagor will pay in full, all taxes levied, or to be levied, upon the lands embraced in this mortgage, and will not claim any credit on, or make any deduction from the interest or principal hereby secured by reason of the payment of any taxes so levied, or to be levied, during the continuance of the lien of this mortgage, and upon the breach of this covenant or any part thereof, this mortgage may become and be due and payable immediately, at the option of the said mortgagee hereto.*

And the said *mortgagor agrees that if default shall be made, as aforesaid, the mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises, and to let the said premises, and receive the rents, issues and profits thereof, and to apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured, and said rents and profits are, in the event of any such default, hereby assigned to the said mortgagee; and the said mortgagee shall also be at liberty immediately after any such default, upon proceedings being commenced for the foreclosure of this mortgage or any other mortgage on said premises to apply for the appointment of a receiver of the rents and profits of the said premises, and be entitled to the appointment of such receiver as a matter of right, as security for the amounts due the said mortgagee without consideration of the value of the mortgaged premises or solvency of any person or persons liable for the payment of such amounts.*

All *the covenants and conditions hereinabove contained shall be for the benefit of and shall apply to and bind the said parties hereto and their respective heirs, executors, administrators, successors and assigns.*

In Witness Whereof *the said mortgagor* s have *hereunto set* their *hand*s *and seal*s *the day and year first above written.*

Signed, Sealed and Delivered in the presence of

Charles E. Rogers
CHARLES E. ROGERS

Stephen Skellinger L.S.
STEPHEN SKELLINGER

Elsie Eleanor Skellinger L.S.
ELSIE ELEANOR SKELLINGER

State of New Jersey,
County of OCEAN } ss.:

Be it Remembered, *that on this* 9th *day of* October *in the year of our Lord One Thousand Nine Hundred and* Fifty-three *, before me, the subscriber,* A Master of the Superior Court of New Jersey, *personally appeared* STEPHEN SKELLINGER and ELSIE ELEANOR SKELLINGER, his wife,

who, I am satisfied, are *the* mortgagors *mentioned in the within instrument, and thereupon* they *acknowledged that* they *signed, sealed and delivered the same as* their *act and deed, for the uses and purposes therein expressed.*

Charles E. Rogers
CHARLES E. ROGERS, A Master of the Superior Court of New Jersey

LIS PENDENS FILED 5/29/57

Felix Roemer v. Van Den Eynde, Alphonse et al COMPL'T FILED

SEE REGISTER OF CASES BOOK # 27 PAGE # 71

207—Mortgage. (Revised)—Int., Ins., Tax & Ass't. Condition Printed—(Indiv. to Indiv. or Corp.) EEC

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BOOK 689 PAGE 390

This Indenture *made the* 10th *day of* September *in the year One Thousand Nine Hundred and* Fifty-six,

Between

ALPHONSE VAN DEN EYNDE and ANNA VAN DEN EYNDE, his wife,

residing at in the Township *of* Brick *in the County of* Ocean *and State of* New Jersey *hereinafter called the mortgagor;*

And

FELIX ROEMER and MARY ROEMER, his wife,

residing at R. D. 3, Box 66, Lakewood *in the* Township *of* Jackson *in the County of* Ocean *and State of* New Jersey *hereinafter called the mortgagee:*

Whereas, *the said mortgagors* are *justly indebted to the said mortgagee, in the sum of* Five Thousand Dollars ($5000.00) *Dollars,*

lawful money of the United States of America, secured to be paid by their *certain bond or obligation, bearing even date with these presents, in the penal sum of* Ten Thousand Dollars ($10,000.00) *Dollars,*

lawful money as aforesaid conditioned for the payment of the said first-mentioned sum of Five Thousand Dollars ($5000.00) *Dollars,*

lawful money as aforesaid, to the said mortgagee, on the 10th *day of* September *which will be in the year One Thousand Nine Hundred and* Sixty-two *and interest thereon, to be computed from* September 10, 1956 *at and after the rate of* six (6%) *per cent, per annum, and to be paid* semi-annually.

It is understood and agreed that no payments shall be due on principal until September 10, 1960. Beginning September 10, 1960 the sum of Five Hundred Dollars ($500.00) shall be paid on principal and a like sum of Five Hundred Dollars ($500.00) shall be paid on principal on September 10, 1961, and on September 10, 1962 all the unpaid balance of said principal shall be due and payable in any event, and the interest upon the whole sum, or upon so much thereof as shall remain unpaid, to be computed from September 10, 1956 at and after the rate of six per cent (6%) per annum to be paid semi-annually thereafter.

And it is hereby expressly agreed *that should any default be made in the payment of the said interest* or principal *or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in this mortgage, and become due and payable, and should the said interest* or principal *remain unpaid and in arrear for the space of* thirty days *or said tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any or either of them remain unpaid and in arrear for the space of* sixty days *then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods as the case may be, the aforesaid principal sum of* Five Thousand Dollars ($5000.00) *Dollars,*

with all arrearages of interest thereon, shall, at the option of the said mortgagee, its successors, legal representatives or assigns, become and be due and payable immediately thereafter although the period above limited for the payment thereof may not then have expired, anything therein before contained to the contrary thereof on anywise notwithstanding; and the said Mortgagee may, at its option, pay such tax, assessment, or water rent in arrear, and the amount so paid shall be added to and become part of the principal sum secured by the said bond and by this mortgage, and shall be payable on demand with interest at six per centum per annum, as by the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear.

Now this Indenture Witnesseth: *that the said mortgagor, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to* them *in hand paid by the said mortgagee, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm, unto the said mortgagee and assigns forever,* All those two certain lots, *tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the* Township *of* Brick *in the County of* Ocean *and State of* New Jersey

KNOWN as Lots numbers twenty-three (23) and twenty-four (24), Block Thirteen (13) on the Map of the Laurelton Park Company, made by Roy T. Havens, Engineer and Surveyor, and dated March 3, 1927.

BEGINNING at a point in the westerly line of Princeton Avenue, distant two hundred fifty (250) feet southerly from a concrete monument standing at the intersection formed by the southerly line of Fifth Street and the westerly line of Princeton Avenue and running thence (1) Southerly along the westerly line of Princeton Avenue fifty (50) feet; thence (2) Westerly parallel with Fifth Street and along the northerly line of lot number twenty-two (22) in said block, one hundred fifty (150) feet; thence (3) Northerly parallel with Princeton Avenue and along the rear of lots fifteen (15) and sixteen (16) in said block, fifty (50) feet; thence (4) Easterly along the southerly line of lot number twenty-five (25) in said block and parallel with Fifth Street, one hundred fifty (150) feet to the westerly line of Princeton Avenue and the place of Beginning.

Being the same premises conveyed to Alphonse Van den Eynde and Anna Van den Eynde, his wife, by deed from Bertha Smith and John Smith, her husband, dated May 28, 1956 and recorded in the Ocean County Clerk's Office in Book 1728 of Deeds, page 327.

Together *with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.*

And Also *all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said mortgagor, of, in and to the same, and every part and parcel thereof, with the appurtenances:*

To Have and to Hold *the above granted and described premises, with the appurtenances, unto the said mortgagee and to mortgagee's own proper use, benefit and behoof forever.*

Provided always *and these presents are upon this express condition, that if the said mortgagor shall well and truly pay unto the said mortgagee, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.*

And the said *mortgagor does covenant and agree to pay unto the said mortgagee, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond.*

And it is also agreed *by and between the parties to these presents, that the said mortgagor, shall and will keep the buildings erected, and to be erected, upon the lands above conveyed, insured against loss or damage by fire, windstorm, explosion, tornado, unoccupancy by tenants, by insurors, and in an amount approved by the said mortgagee, and assign the policy and certificates thereof to the said mortgagee; and in default thereof, it shall be lawful for the said mortgagee to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, payable on demand, with interest at the rate of* six (6%) *per cent. per annum, from the time of payment of such premium or premiums.*

And *the said mortgagor does covenant with the mortgagee that* they are *seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereof unto the mortgagee, against all lawful claims whatsoever.*

And the said *mortgagor, the owner of the lands above described does further covenant, and agree to and with the said mortgagee, that the said mortgagor will pay in full, all taxes levied, or to be levied, upon the lands embraced in this mortgage, and will not claim any credit on, or make any deduction from the interest or principal hereby secured by reason of the payment of any taxes so levied, or to be levied, during the continuance of the lien of this mortgage, and upon the breach of this covenant or any part thereof, this mortgage may become and be due and payable immediately, at the option of the said mortgagee hereto.*

And the said *mortgagor agrees that if default shall be made, as aforesaid, the mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises, and to let the said premises, and receive the rents, issues and profits thereof, and to apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured, and said rents and profits are, in the event of any such default, hereby assigned to the said mortgagee; and the said mortgagee shall also be at liberty immediately after any such default, upon proceedings being commenced for the foreclosure of this mortgage or any other mortgage on said premises to apply for the appointment of a receiver of the rents and profits of the said premises, and be entitled to the appointment of such receiver as a matter of right, as security for the amounts due the said mortgagee without consideration of the value of the mortgaged premises or solvency of any person or persons liable for the payment of such amounts.*

All *the covenants and conditions hereinabove contained shall be for the benefit of and shall apply to and bind the said parties hereto and their respective heirs, executors, administrators, successors and assigns.*

In Witness Whereof *the said mortgagors* have *hereunto set* their *hand and seal the day and year first above written.*

Signed, Sealed and Delivered in the presence of

Alphonse Van den Eynde L.S.
ALPHONSE VAN DEN EYNDE

Anna Van Den Eynde L.S.
ANNA VAN DEN EYNDE

James J. Myers
JAMES J. MYERS

State of New Jersey,
County of Ocean } ss.:

Be it Remembered, *that on this* 10th *day of* September *in the year of our Lord One Thousand Nine Hundred and* Fifty-six *, before me, the subscriber,* An Attorney At Law of New Jersey *personally appeared* Alphonse Van den Eynde and Anna Van den Eynde, his wife,

who, I am satisfied are *the* mortgagors *mentioned in the within instrument, and thereupon* they *acknowledged that* they *signed, sealed and delivered the same as* their *act and deed, for the uses and purposes therein expressed.*

James J. Myers
JAMES J. MYERS

BOOK 689 PAGE 3[illegible]

21434

Mortgage.

ALPHONSE VAN DEN EYNDE and
ANNA VAN DEN EYNDE, his wife,

TO

FELIX ROEMER and
MARY ROEMER, his wife,

DATED September 10 1956 .

Interest payable
Principal due
Amount,

Received in the Office of the County of N. J., on the day of A. D., 19 , at o'clock, in the noon and Recorded in Book of MORTGAGES for said County, on page

Rt. James J. Myers
Attorney At Law
215 Fourth Street
Lakewood, N.J.

450

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1956 SEP 11 PM 1 50

BOOK ________
PAGE ________
CLERK

Edward J. K. Ruedi

DEC 3 '84

Special Deputy Clerk

902—Mortgage—Interest, Insurance, Tax, Assessment and Repair
Individual to Corporation or Individual

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
71 BROADWAY AND 1 RECTOR ST., NEW YORK

BOOK 748 PAGE 67

This Indenture,

Made the 4th *day of* December, *in the year One Thousand Nine Hundred and* Fifty-seven,

Between ETHEL RIENZO and GEORGE RIENZO, her husband, residing at 80 Stuyvesant Avenue, in the City of Jersey City, County of Hudson and State of New Jersey,

the mortgagor, s,

And PETER VERGA and CONCETTA VERGA, his wife, as joint tenants and not as tenants in common, residing at 359 Second Street, in the City of Jersey City, County of Hudson and State of New Jersey,

the mortgagees;

Whereas, *the said* ETHEL RIENZO and GEORGE RIENZO, her husband, are *justly indebted to the mortgagees in the sum of* ONE THOUSAND EIGHT HUNDRED ($1,800.00)------------- *Dollars, lawful money of the United States of America, secured to be paid by* a *certain bond or obligation, bearing even date with these presents, in the penal sum of* THREE THOUSAND SIX HUNDRED ($3,600.00)-- *Dollars, lawful money as aforesaid, conditioned for the payment of the said first mentioned sum of* ONE THOUSAND EIGHT HUNDRED ($1800) - *Dollars, lawful money as aforesaid, to the mortgagee,s* their heirs *or assigns, on the* 4th *day of* December *which will be in the year One Thousand Nine Hundred and* Sixty *and interest thereon, to be computed from* December, 1957 *at and after the rate of* 5% *per cent. per annum and to be paid* at the rate of $50.00 per month plus interest.

The Mortgagors shall have the option to make additional payments in multiples of $50.00 on any installment date, including the full balance without penalty.

And it is hereby expressly agreed *that should any default be made in the payment of the said interest or of any part thereof, on any day whereon the same is made payable, as above expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien be hereafter imposed or acquired upon the premises described in this mortgage, and become due and payable, and should the said interest or any part thereof remain unpaid and in arrear for the space of* 30 *days, or said tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any or either of them remain unpaid and in arrear for the space of* 30 *days, then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods as the case may be, the aforesaid principal sum of* ONE THOUSAND EIGHT HUNDRED ($1,800.00)-------- *Dollars, with all arrearage of interest thereon, shall, at the option of the mortgagee,s,* their heirs *or assigns, become and be due and payable immediately thereafter although the period above limited for the payment thereof may not then have expired, anything thereinbefore contained to the contrary thereof in anywise notwithstanding; and the said mortgagee may at the option of said mortgagee, pay such tax, assessment or water rent in arrear, and the amount so paid shall be added to and become part of the principal sum secured by the said bond and this mortgage, and shall be payable on demand with interest at six per centum per annum, as by the said bond or obligation, and the condition thereof, reference being thereunto had, may more fully appear.*

Now this Indenture Witnesseth, *that the mortgagors for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to the mortgagor in hand paid by the mortgagee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the mortgagees and to* their heirs *and assigns forever,* All those certain lots, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Brick in the County of Ocean and State of New Jersey,

BEING known and designated as Lots Nos. 37, 38 in block No. 44 on map No. 1 of Riviera Beach, located at Ocean County, N. J., surveyed by Claude W. Birdsall, C. E., Belmar, N. J. on July 15, 1927.

BEING THE SAME PREMISES conveyed to Ethel Rienzo by deed from Riviera Estates Inc, of corporation of N. J., dated January 3rd, 1949 and recorded on January 4th, 1949 in the Ocean County Clerk's Office in Book 1317 of Deeds, page 96.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, and remainder and remainders, rents, issues and profits thereof. And Also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the mortgagor, of, in and to the same, and every part and parcel thereof, with the appurtenances: To Have and to Hold the above granted and described premises, with the appurtenances, unto the mortgagees, their heirs or assigns, to their own proper use, benefit and behoof forever.

Provided always, and these presents are upon this express condition, that if the mortgagors, their heirs, executors, administrators or assigns, shall well and truly pay unto the mortgagees, their heirs or assigns, the said sum of money mentioned in the condition of said bond or obligation, and the interest thereon, at the time and times, and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.

And the mortgagors do covenant and agree to pay unto the mortgagees their heirs or assigns, the said sum of money and interest, as mentioned above and expressed in the conditions of the said bond.

And it is also agreed, by and between the parties to these presents, that the mortgagors, their heirs, executors, administrators or assigns shall and will keep the buildings erected, and to be erected, upon the lands above conveyed, insured against loss or damage by fire, by insurers, and in an amount approved by the mortgagees, their heirs or assigns and assign the policy and certificates thereof to the said mortgagees; and in default thereof, it shall be lawful for the mortgagees to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond or obligation, and secured by these presents, payable on demand, with interest at the rate of 5% per cent. per annum, from the time of payment of such premium or premiums; and in default thereof for 30 days after demand, the principal sum hereof, with all arrearage of interest thereon, shall, at the option of the mortgagees, their heirs or assigns, become and be due and payable immediately thereafter.

And the said mortgagors, the owners of the lands above described, for their heirs and assigns, do further covenant and agree to and with the said mortgagees, their heirs and assigns, that they will pay in full, all taxes levied, or to be levied upon the lands embraced in this mortgage, and will not claim any credit on, or make any deduction from the interest or principal hereby secured by reason of the payment of any taxes so levied, or to be levied, during the continuance of the lien of this mortgage, and upon the breach of this covenant or any part thereof, this mortgage may become and be due and payable immediately, at the option of the mortgagees.

And the said mortgagors do covenant with the mortgagees that/ they are seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereof unto the mortgagees.

And said mortgagors agree that if default shall be made in any of the aforesaid covenants or conditions, the mortgagees their heirs and assigns, shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises, and to let the said premises, and receive the rents, issues and profits thereof, and to apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured, and said rents and profits are, in the event of any such default, hereby assigned to the mortgagees and the mortgagees shall also be at liberty immediately after any such default, upon proceedings being commenced for the foreclosure of this mortgage, to apply for the appointment of a receiver of the rents and profits of the said premises, and be entitled to the appointment of such receiver as a matter of right, as security for the amounts due the mortgagees without consideration of the value of the mortgaged premises or solvency of any person or persons liable for the payment of such amounts.

And it is agreed, between the parties hereto that the mortgagors shall and will keep the building or buildings and improvements now on said premises or that may hereafter be erected thereon, in good and substantial repair, and upon failure so to do, the whole indebtedness secured and represented by this mortgage and the bond accompanying same, shall, at the option of the mortgagees become immediately due and payable; and also the mortgagees may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the principal sum secured hereby with legal interest.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever appropriate, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In Witness Whereof, the mortgagors have set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

[signature]
JOSEPH S. E. VERGA

Ethel Rienzo L.S.
ETHEL RIENZO

George Rienzo L.S.
GEORGE RIENZO

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State of New Jersey,
County of HUDSON } ss.:

Be it Remembered, *That on this* 4th *day of* December, *in the year One Thousand Nine Hundred and* Fifty-seven, *before me the subscriber,* A Master of the Superior Court of New Jersey

personally appeared ETHEL RIENZO and GEORGE RIENZO,

who, I am satisfied, are *the mortgagor* 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.*

JOSEPH S. E. VERGA
A Master of the Superior Court of N. J.

21183

Mortgage

ETHEL RIENZO and GEORGE RIENZO, her husband,

To

PETER VERGA and CONCETTA VERGA, his wife, as joint tenants and not as tenants in common,

Dated, December 4th, 1957

Received *in the* Office *of the County of* on *the* day of *A. D. 19* , *at* o'clock, *in the* noon *and recorded in Book* of **MORTGAGES** *for said County, on page*

VERGA & VERGA
Counsellors At Law
591 Summit Avenue
Jersey City, New Jersey

4.50