



First American Title Insurance Company

- New Jersey Direct Division

20 Commerce Drive, Suite 140

Cranford, NJ 07016

Phone: (973)621-7400 / Fax: (866)263-5558

PR: NOEAST

Ofc: 3472 (3502)

Invoice

To: Gail H. Fraser, L.L.C.
214 Stanhope Road
PO Box 1074
Sparta, NJ 07871

Invoice No.: 3502 - 347214439
Date: 06/15/2020
Our File No.: 3472-2645610-CRN
Title Officer: Robert Tank
Escrow Officer:

Customer ID: 10888614

Liability Amounts

Attention: Gail H. Fraser, Esq
Your Ref.:

RE: Property:
131 Mountain Way, Morris Plains, NJ

Buyers:
Sellers: Trinity Evangelical Lutheran Church

Description of Charge	Invoice Amount
NJ Superior, US District & US Bankruptcy Court Searches	\$25.00
County Land Records Search	\$400.00

INVOICE TOTAL **\$425.00**

Comments:

Thank you for your business!

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



First American

First American Title Insurance Company
- New Jersey Direct Division
20 Commerce Drive, Suite 140
Cranford, NJ 07016
Phn - (973)621-7400
Fax - (866)263-5558

June 12, 2020

Gail H. Fraser, L.L.C.
Gail H. Fraser, Esq
214 Stanhope Road, PO Box 1074
Sparta, NJ 07871

**RE: 3472-2645610-CRN
Trinity Evangelical Lutheran Church
131 Mountain Way**

**City of Morris Plains
New Jersey
Client Reference No.:**

Dear Ms. Fraser:

As per your request this office has caused a full search to be conducted in the Morris County Clerk's Office against property of Trinity Evangelical Lutheran Church located at 131 Mountain Way in the Borough of Morris Plains, Morris County, assessed as Tax Lot 48 Block 63, with the following results as of June 9, 2020:

MORRIS COUNTY SEARCH:

RECORD OWNER:

TRINITY EVANGELICAL LUTHERAN CHURCH

Title vested under the following Deeds:

- (a) Deed from Gillis A. Smith and Winifred C. Smith, his wife to Trinity Evangelical Lutheran Church dated 11-13-1951 and recorded 11-24-1951 in Deed Book M-51 Page 428.
- (b) Deed from Nicholas G. Cutter and Phyllis D. Cutter, his wife, to Trinity Evangelical Lutheran Church dated 9-02-1955 and recorded 9-06-1955 in Deed Book P-59 Page 50.
- (c) Subdivision Deed from Trinity Evangelical Lutheran Church to Trinity Evangelical Lutheran Church dated 5-05-01993 and recorded 5-10-1993 in Deed Book 3767 Page 214.

MORTGAGES: TWO

- (a) Mortgage made by Trinity Evangelical Lutheran Church to Lutheran Church Extension Fund-Missouri Synod dated 1-232-1994 and recorded 2-16-1994 in Mortgage Book 5270 Page 8 in the amount of \$452,485.00.
- (b) Mortgage made by Trinity Evangelical Lutheran Church to Lutheran Church Extension Fund-Missouri Synod dated 3-30-2006 and recorded 4-06-2006 in Mortgage Book 20434 Page 101 in the amount of \$225,000.00.

UCC's: NONE

JUDGMENTS: NONE

EASEMENTS AND RESTRICTIONS:

- (a) Restrictions set forth and recited in Deed Book Y-40 Page 43 and Deed Book M-51 Page 428 and as amended as recited in Deed Book M-51 Page 428.
- (b) 24' wide right of way and rights to use stream as set forth in Deed Book P-59 Page 50.
- (c) Right of way grant to Jersey Central Power and Light Company and New jersey Bell Telephone Company in Deed Book 1925 Page 729.
- (d) Sanitary Sewer Line easement to the Borough of Morris Plains in Deed Book 2222 Page 931.
- (e) Drainage Easement to the Borough of Morris Plains in Deed Book 2892 Page 424.
- (f) Subdivision Deed in Deed Book 3767 Page 214.
- (g) 24' right of way set forth in Deed Book 4181 Page 49.
- (h) Drainage Easement, Sanitary Sewer Easement and Flood Hazard Boundary as shown on the municipal tax map.
- (i) Rights of other to the unobstructed use of any streams, brooks or water courses crossing the property.

Further shows clear to June 9, 2020.

MUNICIPAL TAX AND ASSESSMENT SEARCH:

Not required at this time as per applicant.

UPPER COURT JUDGMENT SEARCHES:

Search dated 6-05-2020 is attached.

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON.

THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert Tank', with a stylized, cursive script.

Robert Tank,

RT/RT
Enclosure



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

621-7400-20

RE: 2645610

CERTIFIED TO:

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

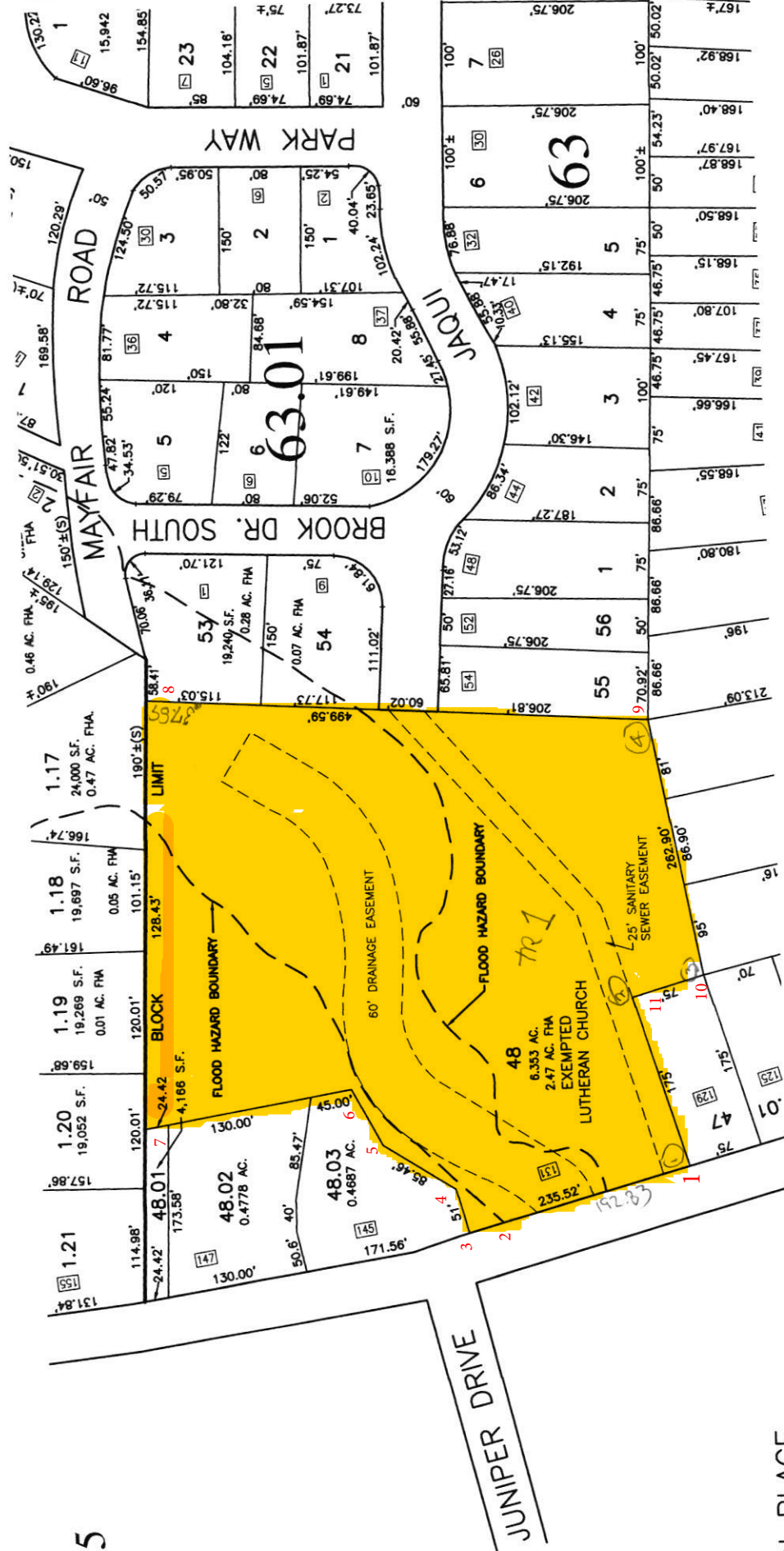
CHARLES JONES LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY 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
TRINITY EVANGELICAL LUTHERAN CHURCH (Entity) *** Name is CLEAR ***	06-05-2000	06-05-2020

DATED 06-05-2020
TIME 08:45 AM

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

RN20-164-05093 164 1040164 35



Deed.

6.05

REVENUE STAMPS
ON DEED

GILLIS A. SMITH and WINIFRED
C. SMITH, his wife,

TO

TRINITY EVANGELICAL LUTHERAN
CHURCH, a religious corpora
tion of the State of New Jersey

Dated, November 15, 1951

Received in the Office of
the County of Morris N.J. on
the 27th day of November A.D.
1951 at 5:50 o'clock in the afternoon
and Recorded in Book M-51 of DEEDS
for said County, on page 428 &c.

E. Baertman Mott
Clerk

Ballou & Co.
Solicitors at Law

MILLS, JEFFERS AND MOUNTAIN
38 PARK PLACE
MORRISTOWN, N. J.
3.00

Made the 13th day of November, in the year of our Lord
One Thousand Nine Hundred and Fifty-one,
Between

GILLIS A. SMITH and WINIFRED C. SMITH, his wife,

of the City of Toronto, in the County
of York, Province of Ontario and State of Dominion of Canada,
party of the first part:

And

TRINITY EVANGELICAL LUTHERAN CHURCH,
a religious corporation of New Jersey,
party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of

* * * * * ONE DOLLAR * * * * *

said party of the second part, and to its successors and assigns, forever, All that
certain tract or parcel of land and premises, hereinafter particularly
described, situate, lying and being in the Borough of Morris Plains,
in the County of Morris and State of New Jersey:

BEGINNING at a point in the easterly side line of Mountain Way,
said beginning point being North 4 degrees 56 minutes East 300 feet
from a stone monument set at a point where the easterly side line of
Mountain Way intersects the northerly side line of Franklin Place;
thence (1) South 83 degrees 27 minutes East 175 feet; thence (2) South
4 degrees 56 minutes West 75 feet; thence (3) South 77 degrees 56
minutes East 262.90 feet to the fourth corner of the second lot
described in a deed from Sarah J. Tunis and husband, to Jonathan W.
Roberts, dated May 11, 1887 and recorded in the Morris County Clerk's
Office in Book A-12 of Deeds, on pages 557 &c.; thence (N. B. The
following seven courses and distances follow along the fourth to the
tenth lines, both inclusive, described in the above mentioned second
lot) (4) North 25 degrees 43 minutes East 462 feet to a point on the
Southerly side of the brook; thence (5) North 74 degrees 59 minutes
West 47.12 feet to a point on the northerly side of said brook;
thence (6) South 56 degrees 1 minute West 140.58 feet to a point on
the northerly side of said brook; thence (7) South 89 degrees 16
minutes West 66 feet to a point on the northerly side of said brook;
thence (8) North 73 degrees 29 minutes West 179.52 feet to a point
on the northerly side of said brook; thence (9) South 72 degrees 41
minutes West 74.58 feet to a point on the northerly side of said
brook; thence (10) South 56 degrees 26 minutes West 72.60 feet to a
point on the northerly side of said brook; thence (11) along the
eleventh line described in the above mentioned second lot, North
87 degrees 19 minutes West 76.62 feet to a point in the easterly
side line of Mountain Way; thence (12) along the easterly side line
of Mountain Way, South 4 degrees 56 minutes West 192.33 feet to
the point or place of Beginning. Containing 3.65 acres of land, be
it more or less.

81566
The above description is in accordance with a survey made by Andrew J. Proskie, Professional Engineer and Land Surveyor, 10 Washington Street, Morristown, New Jersey, dated March 28, 1946.

Being the same premises conveyed to the within grantors by deed from Altha Hatch Cutler, dated May 3, 1946 and recorded May 11, 1946 in the Morris County Clerk's Office in Book Y-40 of Deeds, at Page 43.

This conveyance is made expressly subject to the restrictions in said deed contained, as modified by a certain agreement between the parties hereto, the said Altha Hatch Cutler and others, dated May 19, 1951 and being recorded in the Morris County Clerk's Office contemporaneously herewith.

By the acceptance of this conveyance the within Grantee agrees that said restrictions, as so modified, shall run with the land in perpetuity, and that it will not permit the use of said premises for the purposes of camping and swimming.

This Indenture, Made the 2nd day of September
in the year of our Lord One Thousand Nine Hundred and Fifty-five

Between **NICHOLAS G. CUTTER, and PHYLLIS D. CUTTER, his wife,**
145 Mountain Way

of the Borough of Morris Plains in the County of Morris
and State of New Jersey

party of the first part, hereinafter referred to as the Grantor;

And **TRINITY EVANGELICAL LUTHERAN CHURCH**

145 Mountain Way

a religious organization existing under the laws of New Jersey

the Borough of Morris in the County of Morris
and State of New Jersey

party of the second part, hereinafter referred to as the Grantee;

Witnesseth, That the said Grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration

lawful money of the United States of America, to them in hand well and truly paid by the said Grantee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said Grantor 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 Grantee,

and its successors and assigns forever all those tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Borough of Morris Plains in the County of Morris and State of New Jersey:

FIRST TRACT: Lot 1. BEGINNING on the Easterly side line of the old Dover Road or Turnpike at a point twenty-four feet from the corner of a lot formerly owned by J. Hazen Stiles and now owned by Robert A. Grannias and R. A. McCurdy on a course South ten degrees West running thence (1) as the needle pointed in 1871; South sixty nine degrees twenty minutes East passing three feet from the Northeast corner of a house now standing upon said lot two chains and twenty four links; thence (2) in a Southwesterly direction to the fifth corner of said whole tract; thence (3) along the fifth line of the whole tract and a line of land of Ferdinand Campfield, North seventy seven degrees forty minutes West two chains and twenty four links to the Easterly side of the aforesaid Dover Road; thence (4) along the Easterly side of said road, North ten degrees East one chain twenty nine links to the place of BEGINNING.

Lot 2. BEGINNING at the Northeast corner of the first tract herein described, thence running (1) as the needle pointed in 1871, South sixty nine degrees twenty minutes East 39/100 chains to a stake and stone heap on the Westerly line of James Elliott's lot; thence (2) along said line South ten degrees West to a point five feet North of a fence bordering a stream of water; thence (3) westerly to a point ten feet North of said fence and on the Easterly line of a lot now or formerly of one Bowers, formerly owned by J. Wesley Moore; thence (4) North ten degrees East on the rear or Easterly line of the lots of said Bowers, Robert Gipson and Ferdinand Campfield to the first tract hereinabove described; thence (5) along the rear or easterly line of that lot to the place of BEGINNING.

Lot 3. BEGINNING on the Easterly side of the road known as the Old Dover Turnpike at the Southwesterly corner of Stephen W. Tunis's lot and running thence (1) as the needle now points, South eleven degrees fifteen minutes West fifty feet; thence (2) South seventy seven degrees thirty minutes East one hundred and fifty feet; thence (3) North eleven degrees fifteen minutes East fifty feet; thence (4) North seventy seven degrees thirty minutes West one hundred and fifty feet to the place of BEGINNING.

DBK
R

PS9
50

9/6/55

Rec. 9-6-1955

Lot 4. BEGINNING at the side of the public road leading from Morristown to Dover known as the Dover Turnpike at a corner of a lot belonging to Ferdinand Canfield and running thence (1) South seventy seven degrees thirty minutes East along his line one hundred and fifty feet to his corner; thence (2) South eleven degrees fifteen minutes West fifty feet to the corner of a lot owned by Louis A. Thebaud; thence (3) North seventy seven degrees thirty minutes West along his line one hundred and fifty feet to his corner in the side of said public road; thence (4) North eleven and one-quarter degrees East along the said road fifty feet to the place of BEGINNING.

SECOND TRACT: BEGINNING on the Easterly side of the road known as the Old Dover Turnpike at the Southwesterly corner of a lot now or late of Stephan W. Tunis and running thence (1) along the Easterly side of said road as the needle now points (1885) South five degrees forty five minutes West two chains thirty seven links; thence (2) South eighty nine degrees East one chain thirty two links to the Northerly edge of a stream of water; thence (3) along the side of said stream, North fifty-two degrees thirty minutes East one chain twenty links; thence (4) North ten degrees forty five minutes East one chain fifteen links to the Southeasterly corner of said Tunis lot; thence (5) along the line of said lot North seventy seven degrees thirty minutes West two chains twenty eight links to the place of BEGINNING. CONTAINING 44/100 of an acre.

THIRD TRACT: BEGINNING in the line of J. Hazen Stiles' land at a point twenty four feet from the Northeast corner of Abraham B. Smith's lot on a course of North ten degrees East and running thence (1) as the needle now points South sixty nine degrees twenty minutes East along the line of said Stiles land six chains forty eight links to a stake corner of F. W. Jacqui's land; thence (2) along Jacqui's line South twenty one degrees West 65/100ths chains to the Northerly side of a stream of water; thence (3) along the edge of said stream the several courses thereof to the corner of Abraham B. Smith's lot; thence (4) along said Smith's line North ten degrees East three chains seventy five links to the place of BEGINNING. CONTAINING 1.53 acres more or less.

TOGETHER WITH a full and free right-of-way twenty-four feet wide between the line of J. Hazen Stiles land and that of Abraham B. Smith's land out to the public road for the purpose of passing over, to and from said public road to the land herein conveyed with horses, wagons, carriages, cattle, etc. so long as it shall be necessary to the said Trinity Evangelical Lutheran Church, its successors and assigns.

TOGETHER with the right, liberty and privilege of freely using the water of the above mentioned stream where the same binds on this property for all domestic purposes.

BEING the same premises conveyed by Mary Cutter, unmarried, and Nicholas G. Cutter and Phyllis D. Cutter, his wife, to Nicholas G. Cutter and Phyllis D. Cutter, his wife, by deed dated September 16, 1954 and recorded in the Morris County Clerk's Office in Book F-57 of Deeds, page 474.

SUBJECT to utility easements and restrictions of record, if any, if the same still apply; such state of facts as an accurate survey would disclose; the effects of local building codes and zoning ordinances; outstanding rights in brooks, streams and natural water courses bounding or traversing the said premises; outstanding rights in that portion of the premises lying in the road bed of Mountain Avenue; and subject to the rights of others, if any, in the use of the 24 foot right of way, above referred to.

THE premises herein conveyed are intended to include the following described premises: BEGINNING at a point in the center line of Mountain Way therein distant 140.38 feet southerly from the intersection thereof with the division line between lands now or formerly of Granniss and lands of James E. Elliott; thence (1) along the lands now or formerly of Donald R. Fancher, South 64 deg. 59 min. 20 sec. East 183.75 feet to the line of lands now or formerly of James E. Elliott; thence (2) along said line, South 12 deg. 15 min. West 100.26 feet to the line of lands now or formerly of James E. Elliott; thence (3) along said line, North 64 deg. 59 min. 20 sec. West 184.56 feet to the center line of Mountain Way; thence (4) along the same, North 7 deg. 43 min. East 2.99 feet; thence (5) still along the same, North 12 deg. 52 min. East 97.01 feet to the point or place of BEGINNING.

State of New Jersey.

County of Essex

ss:

2nd

Be it Remembered, that on this day of September One Thousand Nine Hundred and Fifty-five, before me, the subscriber, Attorney at law of New Jersey

personally appeared Nicholas G. Cutter, and Phyllis D. Cutter, his wife,

who, I am satisfied, are the Grantor mentioned in the within instrument, and 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.

Herman L. Jaffee
Herman L. Jaffee
Attorney at law of New Jersey

29.15-
REVENUE STAMPS
ON DEEDS
203261
Appd.

NICHOLAS G. CUTTER, and
PHYLLIS D. CUTTER,
his wife.

TO

TRINITY EVANGELICAL
LUTHERAN CHURCH

DATED September 2nd 1955.

Received in the Clerk's Office of
the County of Morris N. J.,
on the 6th day of September
A. D., 1955, at 3:47 o'clock, in the
after noon and Recorded in Book
P-59 of DEEDS for said
County, on page 50 & c

E. Cuthbertson
E. Cuthbertson
Clerk

H. L. Jaffee, Esq.,
1150 Springfield Ave.
Irvington, N. J.

IRVINGTON, N. J.
480
4850

RECEIVED
MORRIS COUNTY
CLERK'S OFFICE
1955 SEP -6 PM 3:47
MORRISTOWN, N. J.
E. BERTRAM HOTT
CLERK

DEED

Prepared by: (Print signer's name below signature)

Robert A. Knee

This Deed is made on February May 5, 19 93

ROBERT A. KNEE, ESQ.

BETWEEN

TRINITY EVANGELICAL LUTHERAN CHURCH

51917

a not for profit corporation of the state of New Jersey
having its principal office at 145 Mountain Way, Morris Plains, New Jersey 07950
referred to as the Grantor.

AND

TRINITY EVANGELICAL LUTHERAN CHURCH

whose post office address is 145 Mountain Way, Morris Plains, New Jersey 07950
referred to as the Grantee.

The word "Grantee" shall mean all 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 and 00/XX (\$1.00) Dollar

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Morris Plains Borough
Block No. 63 Lot No. 48 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 Morris Plains and State of New Jersey. The legal description is:

See Schedule A attached hereto and made a part hereof.

SUBJECT TO any operative easements, agreements, covenants, conditions, reservations and restrictions of record and such state of facts as an accurate survey or inspection of the property would disclose.

BEING part of the same premises conveyed to Trinity Evangelical Lutheran Church, by deed from Nicholas G. Cutter and Phyllis D. Cutter, his wife dated September 2, 1955 and recorded in the Office of the Clerk of Morris County on September 6, 1955 at Book P-59 of Deeds, Page 504c. This lot was created by minor subdivision approval granted to Trinity Evangelical Lutheran Church by the Planning Board of the Borough of Morris Plains on November 16, 1992 which approval was memorialized by resolution dated November 16, 1992.

This deed is being filed in the office of the Morris County Clerk in accordance with the requirements of N.J.S.A. 40:55D-47(d) in order to perfect the minor subdivision approval aforesaid.

MORRIS PLAINS PLANNING BOARD

Margaret Law
MARGARET LAW, SECRETARY

Charles Endahl
CHARLES ENDAHL, CHAIRMAN

COUNTY OF MORRIS	
Consideration	1-
Base Tax	
Additional Tax	
REALTY TRANSFER FEE	Even + E
Date	5/10/93 By <i>him</i>
RECORDING FEE	24-000

DB3767 P214

RS/10/93

SCHEDULE A

Description of property to be known as Tax Lot 48 Block 63 in the Borough of Morris Plains, Morris County, New Jersey.

BEGINNING at a point in the easterly sideline of Mountain Way, 300.00 feet northerly along said sideline from the northerly sideline of Franklin Place; and runs thence

1. Along the sideline of Mountain Way North 4 degrees 52 minutes 36 seconds East 195.52 feet to an angle point in same; thence
2. Still along said sideline North 7 degrees 03 minutes 57 seconds East 40.00 feet to a point in same; thence
3. Leaving said sideline by a new line across the lands of Trinity Lutheran Church South 82 degrees 56 minutes 03 seconds East 51.00 feet to a point; thence
4. Still by a new line North 53 degrees 35 minutes 35 seconds East 85.46 feet to a point; thence
5. Still by a new line North 80 degrees 51 minutes 02 seconds East 56.00 feet to a point; thence
6. Still by a new line North 13 degrees 51 minutes 02 seconds East 199.42 feet to the most northerly line of lands of Trinity Lutheran Church; thence
7. Along said northerly line South 65 degrees 28 minutes 58 seconds East 428.37 to a point; thence
8. Along the most easterly line of Trinity Lutheran Church South 24 degrees 52 minutes 00 seconds West 499.59 feet to a point; thence
9. Along the most southerly line of Trinity Lutheran Church North 77 degrees 56 minutes 00 seconds West 262.90 feet to a point; thence
10. North 4 degrees 56 minutes 00 seconds East 75.00 feet to a point; thence
11. North 83 degrees 27 minutes 00 seconds West 175.00 feet to the point and place of BEGINNING.

Containing 5.4069 acres of land.

Being in accordance with a "Survey and Minor Subdivision Tax Lot 48, Block 63, Sheet 6, The Borough of Morris Plains, Morris County, New Jersey" prepared by J. Peter Borbas, P.L.S., P.F., dated October 21, 1992, revised to December 7, 1992.

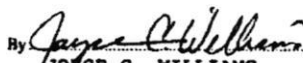
OB3767 P215

Promise 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. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:


DONNA M. SCHUETTE Secretary

By 
JOYCE C. WILLIAMS President

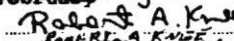
STATE OF NEW JERSEY, COUNTY OF MORRIS SS.:
I CERTIFY that on ~~February~~ May 5, 19 93
DONNA M. SCHUETTE

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of **Trinity Evangelical Lutheran Church**, the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$ 1.00
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on

~~February~~ May 5, 19 93


Robert A. Kneer
Attorney At Law
of New Jersey


DONNA M. SCHUETTE
(Print name of attesting witness below signature)

DB3767 P216

RECEIVED

MAY 10 3 44 PM '93

ALFONSE W. SCERBO
MORRIS CO. CLERK

DEED

Dated: February , 1993

TRINITY EVANGELICAL LUTHERAN
CHURCH, a not for profit
corporation of the State of New
Jersey,

Grantor.

TO

TRINITY EVANGELICAL LUTHERAN
CHURCH, a not for profit
corporation of the State of New
Jersey

Grantee.

Record and return to:

ROBERT A. KNEE, ESQ.
RAND, ALGEIER, TOSTI & WOODRUFF
60 WASHINGTON STREET
MORRISTOWN, NEW JERSEY 07960

DB3767 P217

This Mortgage, made the 23rd day of January 1994.

Between Trinity Evangelical Lutheran Church

21289

a corporation existing under and by virtue of the laws of the State of New Jersey
having its principal office at 131 Mountain Way, Morris Plains, New Jersey 07950

in the City of Morris Plains in the County of
Morris and State of New Jersey hereinafter designated as the Mortgagee,
And

Lutheran Church Extension Fund—Missouri Synod, a Missouri not-for-profit corporation

residing or located at 1333 S. Kirkwood Road, St. Louis, Missouri 63122
in the of in the County of
St. Louis and State of Missouri hereinafter designated as the Mortgagee;
Whereas, the said Mortgagee is justly indebted to said Mortgagee, in the sum of

Four Hundred Fifty Two Thousand Four Hundred Eighty Five and 76/100—Dollars,
lawful money of the United States of America, to be paid according to Mortgagee's certain Bond or
obligation in the like sum and bearing even date with these presents (the terms, covenants and condi-
tions of which are made a part hereof) and conditioned for the payment of the said sum, lawful money
as aforesaid, to the said Mortgagee, on 19 , and interest thereon,
to be computed from 19 , at and after the rate of per cent
per year, payable in the following manner:

See attached Exhibits "B" and "C"

RGR
Rand Alger
60 Washington St.
Morristown, NJ 07960

RECEIVED
FEB 16 12 29 PM '94
MORRIS CO. CLERK

And the said Mortgagee does covenant and agree to pay unto the said Mortgagee, the said sum of
money and interest, as mentioned above and expressed in the said Bond or other obligation.

And it is hereby expressly agreed that should any default be made in the payment of the said
interest or installments of principal or of any part thereof, on any
day whereon the same is made payable as herein expressed, or should any tax, assessment, water rent
or other municipal or governmental rate, charge, imposition or lien, now or hereafter imposed or
acquired upon the premises described in this Mortgage, be or become due and payable, and should the
said interest or installments of principal or any part thereof re-
main unpaid and in arrears for the space of 30 days, or said tax, assessment,
water rent or other municipal or governmental rate, charge, imposition or lien, or any of them, remain
unpaid and in arrears for the space of 90 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, or should there
occur any default by the Mortgagee, in the performance of any other terms, covenants and conditions
herein contained, the aforementioned principal sum together with interest and all arrearages of
interest thereon, shall, at the option of the said Mortgagee, become and be due and payable immediately
thereafter, although the period herein limited for the payment thereof may not then have expired, any-
thing herein contained to the contrary notwithstanding. The said Mortgagee may, at Mortgagee's
option, pay such tax, assessment, water rent or other municipal or governmental rate, charge, imposi-
tion or lien, in arrears, and the amount so paid shall be added to and become part of the principal sum
evidenced by the said Bond or other obligation and secured by this Mortgage, and shall be payable on
demand, with interest at the rate of ^{max. sum rate} % per year from the time of such payments.

Now this Indenture Witnesseth, that the said Mortgagee, for better securing the payment
of the said sum of money mentioned in the condition of the said Bond or obligation, with interest
thereon, and the performance by it of the terms, covenants and conditions herein contained, accord-
ing to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar
to the Mortgagee in hand paid by the said Mortgagee at or before the signing and delivery of these
presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released,

MB5270P008

R 216194

EXHIBIT "A"

Situated in the Borough of Morris Plains, County of Morris and the State of New Jersey.

BEGINNING at a point in the easterly sideline of Mountain Way, 300.00 feet northerly along said sideline from the northerly sideline of Franklin Place; and runs thence

1. Along the sideline of Mountain Way North 4° 52' 36" East 195.62 feet to an angle point in same; thence
2. Still along said sideline North 7° 03' 57" East 40.00 feet to a point in same; thence
3. Leaving said sideline by a new line across the lands of Trinity Lutheran Church South 82° 58' 03" East 51.00 feet to a point; thence
4. Still by a new line North 53° 35' 35" East 85.46 feet to a point; thence
5. Still by a new line North 80° 51' 02" East 66.00 feet to a point; thence
6. Still by a new line North 13° 51' 02" East 199.42 feet to the most northerly line of Trinity Lutheran Church; thence
7. Along said northerly line South 85° 28' 58" East 428.37 feet to a point; thence
8. Along the most easterly line of Trinity Lutheran Church South 24° 52' 00" West 499.69 feet to a point; thence
9. Along the most southerly line of Trinity Lutheran Church North 77° 56' 00" West 262.90 feet to a point; thence
10. North 4° 56' 00" East 75.00 feet to a point; thence
11. North 83° 27' 00" West 175.00 feet to the point and place of BEGINNING.

BEING designated as Lot 48 in Block 63 on the official tax map of the Borough of Morris Plains and commonly called 131 Mountain Way.

N852701P009

Exhibit "B"
LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD
1333 South Kirkwood Road, St. Louis, MO 63122-7295
PROMISSORY NOTE FOR CONSTRUCTION
AND PERMANENT LOAN

\$452,485.76

Dated as of _____

1. For value received, the undersigned Trinity Evangelical Lutheran Church (the "Maker"), a corporation organized under the laws of the State of New Jersey, promises to pay to the order of LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD (the "Payee"), a Missouri not-for-profit corporation, the principal sum of Four Hundred Fifty Two Thousand Four Hundred Eighty Five and 76/100 Dollars (\$452,485.76), or so much thereof as has been disbursed by Payee pursuant to the Construction Loan and Disbursement Agreement (as defined in 14.1), together with interest thereon as follows:

1.1 Interest. The rates of interest payable by Maker to Payee hereunder are as follows:

1.1.1 Construction Phase Interest Rate. From the date hereof until the Closing Date (as defined in 14.2), interest shall accrue and be payable on the principal balance from time to time outstanding at the rate of Eight and Three Quarters percent (8.75%) per annum.

1.1.2 Initial Permanent Phase Interest Rate. From the Closing Date until the first Change Date (as defined in 14.3) following the Closing Date, interest shall accrue and be payable on the principal balance from time to time outstanding at the rate of Seven and Three Quarters percent (7.75%) per annum.

1.1.3 Variable Interest Rate For Remainder of Permanent Phase. From each Change Date, interest shall accrue and be payable on the principal balance from time to time outstanding at a rate of interest, per annum, established by Payee for each three month period following each Change Date by Payee's adding up to (as it determines) two percentage points to Payee's Cost of Funds as determined by it on the twenty-third day of the second calendar month of the calendar quarter preceding the calendar quarter of such Change Date. Payee's Cost of Funds on such day shall be determined by computing an anticipated twelve (12) month average annual rate of interest payable on the total balance, then outstanding, of Payee's Investment Obligations, exclusive of Payee's Support Dollars. The resulting percentage, per annum, rounded to the nearest 1/8 of one percent, is Payee's Cost of Funds. For purposes of such computation, "Investment Obligations" means the total principal value of all accounts payable to investors on Payee's term notes and flexible investment certificates, and "Support Dollars" means the total of all Investment Obligations held by corporations directly a part of or controlled by The Lutheran Church-Missouri Synod, as identified in the Constitution and Bylaws of The Lutheran Church-Missouri Synod.

1.2 Amounts and Due Dates of Installments. The amounts and due dates of installments of principal and interest due and payable hereunder shall be determined as below set forth:

1.2.1 Installment Payments of Interest Through Construction Phase. Upon the first day of the first calendar month following the date of this Promissory Note and upon the first day of each and every calendar month thereafter, until and including the first day of the month in which the Closing Date occurs and upon the Closing Date, Maker will pay to Payee all interest then accrued and unpaid on the principal sum from time to time outstanding hereunder, which has been disbursed pursuant to the Construction Loan Agreement.

1.2.2 Installment Payments of Principal and Interest. Beginning with the first Monthly Due Date (as defined in 14.4) following the Closing Date, Maker shall pay to Payee installments of principal and interest upon each and every Monthly Due Date during the term hereof, through and including the Maturity Date (as defined in 14.5). The amounts of such installments shall be determined as follows:

1.2.2.1 Initial Installments. The amount of each monthly installment due and payable on the first three Monthly Due Dates shall be Three Thousand Seven Hundred Fourteen and 68/100 Dollars (\$3,714.68).

1.2.2.2 Subsequent Installments. The amount of each monthly installment due and payable upon each of the three Monthly Due Dates following each Change Date shall be the amount (determined by Payee) which shall be sufficient to repay in full by the Maturity Date the outstanding principal balance owing hereunder on such Change Date, together with interest thereon at the Variable Interest Rate (as defined in 14.6) established for the three month period following such Change Date, in equal monthly installments.

2. Application of Payments. All payments on account of the indebtedness evidenced by this Promissory Note shall be first applied to the payment of accrued but unpaid interest, then to late charges, if any, due and payable, and the excess remaining thereafter shall be credited to principal.

3. Place of Payment. All payments hereunder shall be made to Payee at 1333 South Kirkwood Road, St. Louis, Missouri 63122, or at such other place as the Payee may from time to time designate in writing, delivered or mailed to the Maker.

4. Prepayment. Maker reserves the right to prepay this Promissory Note in whole, or subject to the conditions hereinafter stated, in part, on any installment payment date or Monthly Due Date without premiums or penalty and without prior notice to the Payee. Any such prepayment shall be first applied

against accrued but unpaid interest, and the excess, if any, shall be applied against principal. No such partial prepayment shall relieve Maker of its obligation to pay the next, and subsequent, monthly installment(s) hereunder until the entire indebtedness, together with interest, has been paid in full.

5. Security. This Promissory Note is secured by a deed of trust or mortgage executed as of the same date this Promissory Note has been signed, on real estate situated in the County of Morris, State of New Jersey.

6. Dissolution, Merger, Use of Security. In the event that Maker shall be dissolved, merge with any other congregation, cease to be a member congregation of The Lutheran Church-Missouri Synod, or cease to use the real estate subject to the aforementioned Deed of Trust or Mortgage for regular worship services, or for school, parsonage, teacherage, or other religious purposes, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Payee.

7. Further Borrowing. In the event that Maker shall, subsequent to the date hereof, engage in further borrowing, or become voluntarily indebted to any other lender, without the written consent of the Payee, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Payee.

8. Default In Payment or Performance. In the event of default in the payment of any installment of principal or interest when due in accordance with the terms hereof, or on default in the performance of any agreement contained in the Construction Loan Agreement (the terms of which are hereby incorporated by reference) or mortgage or deed of trust securing payment of this Promissory Note, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Payee.

9. Late Charge. If any installment hereunder, or any portion thereof, is not paid when due, whether at stated maturity or by declaration, a late charge penalty of two percent (2%) of such past due amount shall be added to the amounts due hereunder, except that if such penalty is regarded as interest under applicable law, such penalty, when added to other interest due hereunder, shall not exceed the maximum legal rate of interest permissible.

10. No Waiver. No delay, omission or indulgence by Payee in exercising or enforcing any rights or remedies shall impair or affect the same or be construed to be a waiver of or acquiescence in any default. Any single or partial exercise of any rights or remedies shall not preclude any other or further exercise thereof. No waiver by the Payee shall be valid unless in writing signed by said Payee, and then only to the extent specifically set forth in said writing.

11. Time Is Of The Essence. Time for the payment and performance of each and all of the obligations of the Maker shall be of the essence hereof.

12. Assignment. The terms and provisions of this Note shall inure to the benefit of any assignee or transferee of Payee, or holder or holders hereof, and, in the event of any transfer or assignment by Payee of this Note, each and all of the rights, remedies, powers, privileges and benefits herein granted the Payee shall automatically be vested in the assignee, transferee, holder or holders. Maker shall not assign nor transfer its rights and obligations herein, nor shall the same be assumed by any third party, without the written consent of Payee.

13. Waiver Of Presentment, Protest, Notice. Maker and all endorsers hereof severally waive presentment for payment, protest, notice of non-payment and of protest, and agree to pay all reasonable costs of collection, including attorneys' fees.

14. Definitions. For purposes of this Promissory Note, the following words and phrases shall have the following meanings:

14.1 "Construction Loan and Disbursement Agreement" shall mean the agreement executed by Maker and Payee as of the same date this Promissory Note has been signed under the terms of which the proceeds of the loan evidenced by this Promissory Note are to be disbursed.

14.2 "Closing Date" shall mean that date thirty days (or earlier, if Payee notifies Maker of an earlier date) following the earlier of the Date of Completion or the Second Anniversary Date.

"Second Anniversary Date" shall mean that date which is two years following the date of execution of this Promissory Note.

"Date of Completion" shall mean the date of issue of the occupancy permit or similar authorization to occupy and use the facilities on the real estate subject to the mortgage or deed of trust referred to in Paragraph 5, which facilities are to be constructed with the proceeds of the loan evidenced by this Promissory Note and disbursed pursuant to the Construction Loan Agreement.

14.3 "Change Date" means every third (i.e. the third, sixth, ninth, and so on) Monthly Due Date after the Closing Date.

14.4 "Monthly Due Date" shall mean that date in each month (beginning with the first calendar month following the Closing Date) that falls upon the same numerical day of the month as the Closing Date. However, if such date is later in a month than the 28th day of the month, then the Monthly Due Date for February shall be the 28th day of February. Further, if such date is the 31st day of a month, then the Monthly Due Date shall fall on the 30th day in those months having only 30 days.

HB5270-P013

14.5 "Maturity Date" means the Monthly Due Date of the 240th calendar month following the Closing Date.

14.6 "Variable Interest Rate" means that rate of interest, per annum, established by Payee in accordance with paragraph 1.1.3.

IN WITNESS WHEREOF, the Maker has executed this Promissory Note this ²⁷ 240th day of January, 1994.

TRINITY EVANGELICAL LUTHERAN CHURCH

BY: Jayce C. Williams
President

BY: Walter Larson
Secretary

EXHIBIT "C"

This Mortgage is also given to secure all extensions, renewals, or modifications of all or a part of said Note, to secure the performance of all covenants and agreements of the Mortgagor under the provisions of this Mortgage, to secure the payment of all future advances, if any, made hereunder at the option of Mortgagee or future obligations incurred by Mortgagee for the reasonable protection of the lien and priority of Mortgagee on the above described premises and to secure all other obligations of Mortgagor now or hereafter owing to Mortgagee.

MB5270.P015

conveyed and confirmed, and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the said Mortgagee, forever,

All
tract or parcel of land and premises, hereinafter particularly described, situate, lying and
being in the City of Morris Plains in the County of
Morris and State of New Jersey

See attached Exhibit "A"

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof.

And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the said Mortgagor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the said Mortgagee and to Mortgagee's proper use and benefit forever.

MB 270-P016

And the said Mortgagor does covenant with the said Mortgagee that Mortgagor is seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereto unto the Mortgagee, against all lawful claims whatsoever.

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 said Bond or obligation, and the interest thereon, at the time and times and in the manner mentioned in the said Bond or obligation, according to the true intent and meaning thereof, then these presents and the estate hereby granted, shall cease, terminate and be void.

And the said Mortgagor, the owner of the land 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.

And it is also Agreed, that the said Mortgagor shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, insured against loss or damage against fire and other hazards

by insurers and in an amount approved by the said Mortgagee, and will 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 premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand, with interest at the rate of ^{maximum rate of interest} ~~from the time of payment of such premiums.~~

And the said Mortgagor shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, in good and substantial repair. Failure so to do shall be a default in the terms and conditions of this Mortgage and the Bond or other obligation accompanying same. It shall be lawful for the Mortgagee, upon such default, to enter upon said premises and repair and keep the same in good and substantial repair; and the cost and expense thereof shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand together with interest at the rate of ^{maximum rate allowed by law} ~~per year from the time of payment of such costs and expenses.~~

And said Mortgagor agrees that if default shall be made in any of the aforesaid covenants or conditions, then, in addition to all rights, remedies and resources permitted by law, the said 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, 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.

Failure of the Mortgagee, in any one or more instances, to insist upon strict performance by the Mortgagor of any terms, covenants or conditions of this Mortgage, or to exercise any option or election herein conferred, shall not be deemed to be a waiver or relinquishment for the future of any such terms, covenants, conditions, elections or options.

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. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

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.

In Witness Whereof, the said Mortgagor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written. **THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.**

ATTEST:

TRINITY EVANGELICAL LUTHERAN CHURCH

Helen Larson
Secretary

Rev. Joyce R. Withers
President

NB52701P017

State of New Jersey, County of Madison I ss.: Be it Remembered,
that on JAN 23 1994, before me, the subscriber, an Attorney at Law
of New Jersey

personally appeared Arthur Lason
who, being by me duly sworn on a oath, deposes and makes proof to my satisfaction, that
she is the Secretary of Trinity Evangelical
Lutheran Church the Corporation named in the within instrument;
that Joyce C. Williams is the
President of said Corporation; that the execution, as well as the making of this instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
instrument is the proper corporate seal and was thereto affixed and said instrument signed and
delivered by said President as and for the voluntary act and deed of said Corpora-
tion, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Joyce C. Williams
Joyce C. Williams
Attorney at Law of N.J.

Prepared by:

Lutheran Church Extension Fund
1333 S. Kirkwood Road
St. Louis, MO 63122

Mortgage.

A corporation of

TO

Dated

19

To the Register or Clerk
County of

The within mortgage having been fully paid
and satisfied, you are hereby authorized to
cancel same of record.

Dated:

19

(L. S.)

Signature of Mortgagee hereby certified to
be genuine.

52701P018

President

Attest:

Secretary

**This Mortgage, made the 30th day of March, 2006,
Between TRINITY EVANGELICAL LUTHERAN CHURCH**



residing at 131 MOUNTAIN WAY,
in the City of MORRIS PLAINS in the County of Morris and State of New Jersey hereinafter designated
as the Mortgagors,

And

Lutheran Church Extension Fund—Missouri Synod, a Missouri not-for-profit corporation

residing or located at P.O. Box 229009, St. Louis, MO 63122-9009
in the City of St. Louis in the County of St. Louis and State of Missouri hereinafter designated as the
Mortgagee;

Whereas, the said Mortgagors are justly indebted to said Mortgagee, in the sum of Two
Hundred Twenty Five Thousand and 00/100 Dollars, lawful money of the United States of America, to be
paid according to Mortgagors' certain Bond or obligation in the like sum and bearing even date with
these presents (the terms, covenants and conditions of which are made a part hereof) and conditioned for
the payment of the said sum, lawful money as aforesaid, to the said Mortgagee, on * 20
*, and interest thereon, to be computed from * 20 *, at and after the rate of * per cent
per year, payable in the following manner:

*SEE ATTACHED EXHIBIT "B" & "C"

And the said Mortgagors do covenant and agree to pay unto the said Mortgagee, the said sum of
money and interest, as mentioned above and expressed in the said Bond or other obligation.

And it is hereby expressly agreed that should any default be made in the payment of the
said interest or installments of principal or of any part thereof, on any day whereon the same is made
payable as herein expressed, or should any tax, assessment, water rent or other municipal or
governmental rate, charge, imposition or lien, now or hereafter imposed or acquired upon the premises
described in this Mortgage, be or become due and payable, and should the said interest or installments of
principal or any part thereof remain unpaid and in arrears for the space of Thirty (30) days, or said tax,
assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any of
them, remain unpaid and in arrears for the space of Ninety (90) days, then and from thenceforth, that is
to say, after the lapse or expiration or either of the said periods, as the case may be, or should there
occur any default by the Mortgagors, in the performance of any other terms, covenants and conditions
herein contained, the aforementioned principal sum together with interest and all arrearages of interest
thereon, shall, at the option of the said Mortgagee, become and be due and payable immediately
thereafter, although the period herein limited for the payment thereof may not then have expired,
anything herein contained to the contrary notwithstanding. The said Mortgagee may, at Mortgagee's
option, pay such tax, assessment, water rent or other municipal or governmental rate, charge, imposition
or lien, in arrears, and the amount so paid shall be added to and become part of the principal sum
evidenced by the said Bond or other obligation and secured by this Mortgage, and shall be payable on
demand, with interest at maximum rate by law per year, from the time of such payments.

Now this Indenture Witnesseth, that the said Mortgagors, for better securing the payment
of the said sum of money mentioned in the condition of the said Bond or obligation, with interest thereon,
and the performance by them of the terms, covenants and conditions herein contained, according to the
true intent and meaning thereof, and also for and in consideration of the sum of one dollar to the
Mortgagors in hand paid by the said Mortgagee at or before the sealing and delivery of these presents,
the receipt whereof is hereby acknowledged, have granted, bargained, sold aliened, released, conveyed
and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the
said Mortgagee forever,

All

tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the
City of Morris Plains in the County of Morris and State of New Jersey

JOAN BRADSHALL - MORRIS COUNTY CLERK
DATE 04 06 2006 TIME 12 54 PM PAGES 1
75.00 COPE COUNTY FEES
55.00 SYFG NUMBER OF PAGES STATE
130.00 TOTAL RECORDING FEES
VB CK

MB20434P101

R 4/6/06

11

SEE ATTACHED EXHIBIT "A"

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof.

And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the said Mortgagors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.

To have and to hold all and singular, the premises herein described, together with the appurtenances, unto the said Mortgagee and to Mortgagee's proper use and benefit forever.

And the said Mortgagors do covenant with the said Mortgagee that Mortgagors are seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereto unto the Mortgagee, against all lawful claims whatsoever.

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

And the said Mortgagors, the owners of the land above described, do further covenant and agree to and with the said Mortgagee, that the said Mortgagors 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.

And it is also Agreed, that the said Mortgagors shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, insured against loss or damage against fire and other hazards by insurers and in an amount approved by the said Mortgagee, and will 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 premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand, with interest at the rate of maximum rate by law per year, from the time of payment of such premiums.

And the said Mortgagors shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, in good and substantial repair. Failure so to do shall be a default in the terms and conditions of this Mortgage and the Bond or other obligation accompanying same. It shall be lawful for the Mortgagee, upon such default, to enter upon said premises and repaid and keep the same in good and substantial repair; and the cost and expense thereof shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand together with interest at the rate of maximum rate by law, per year from the time of payment of such costs and expenses.

And said Mortgagors agree that if default shall be made in any of the aforesaid covenants or conditions, then, in addition to all rights, remedies and recourses permitted by law, the said 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, 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.

Failure of the Mortgagee, in any one or more instances, to insist upon strict performance by the Mortgagors of any terms, covenants or conditions of this Mortgage, or to exercise any option or election herein conferred, shall not be deemed to be a waiver or relinquishment for the future of any such terms, covenants, conditions, elections or options.

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. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

MB20434P102

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.

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

WE HEREBY DECLARE AND ACKNOWLEDGE THAT WE HAVE RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

Signed, Sealed and Delivered

in the presence of

TRINITY EVANGELICAL LUTHERAN CHURCH

Frederick W. Bernthal, President (L.S.)
Susan M. Hofmeister, Secretary (L.S.)

State of New Jersey, County of **ESSEX** } ss. We it Remembered,
that on **MARCH 28,** 2006, before me, the subscriber,

personally appeared Frederick W. Bernthal and Susan M. Hofmeister, President and Secretary of Trinity Evangelical Lutheran Church, who, I am satisfied, are the persons named in and who executed the within Instrument, and thereupon have acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

Joanne J. Sweeney, Notary
JOANNE J. SWEENEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 01-24-09

Prepared by: Sandra Sauter
Sandra Sauter
Lutheran Church Extension Fund—Missouri Synod
PO Box 229009
St. Louis, MO 63122-9009

Mortgage

TO

Dated

20

R+R

LUTHERAN CHURCH EXTENSION FUND
10733 SUNSET OFFICE DR
ST LOUIS, MO 63127-1219

MB20434P103

EXHIBIT "A"

Situated in the Borough of Morris Plains, County of Morris and the State of New Jersey.

BEGINNING at a point in the easterly sideline of Mountain Way, 300.00 feet northerly along said sideline from the northerly sideline of Franklin Place; and runs thence

1. Along the sideline of Mountain Way North $4^{\circ} 52' 36''$ East 195.52 feet to an angle point in same; thence
2. Still along said sideline North $7^{\circ} 03' 57''$ East 40.00 feet to a point in same; thence
3. Leaving said sideline by a new line across the lands of Trinity Lutheran Church South $82^{\circ} 56' 03''$ East 51.00 feet to a point; thence
4. Still by a new line North $53^{\circ} 35' 35''$ East 85.46 feet to a point; thence
5. Still by a new line North $80^{\circ} 51' 02''$ East 56.00 feet to a point; thence
6. Still by a new line North $13^{\circ} 51' 02''$ East 199.42 feet to the most northerly line of Trinity Lutheran Church; thence
7. Along said northerly line South $65^{\circ} 28' 58''$ East 428.37 feet to a point; thence
8. Along the most easterly line of Trinity Lutheran Church South $24^{\circ} 52' 00''$ West 499.59 feet to a point; thence
9. Along the most southerly line of Trinity Lutheran Church North $77^{\circ} 56' 00''$ West 262.90 feet to a point; thence
10. North $4^{\circ} 56' 00''$ East 75.00 feet to a point; thence
11. North $83^{\circ} 27' 00''$ West 175.00 feet to the point and place of BEGINNING.

BEING designated as Lot 48 in Block 63 on the official tax map of the Borough of Morris Plains and commonly called 131 Mountain Way.