

EXHIBIT "B"

NOTE FORM 65
MIRRORS PCW 5 YEAR ARM
PERMANENT NOTE
(Revised 02/01/2005)

LUTHERAN CHURCH EXTENSION FUND-MISSOURI SYNOD
Sunset Corporate Center, 10733 Sunset Office Drive
St. Louis, Missouri 63127-1219
PROMISSORY NOTE FOR PERMANENT LOAN

\$225,000.00

Date: March 30, 2006
Morris Plains, New Jersey

1. FOR VALUE RECEIVED, the undersigned TRINITY EVANGELICAL LUTHERAN CHURCH (the "Borrower"), 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 "Lender"), a Missouri nonprofit corporation, the principal sum of Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00), together with interest thereon, as follows:

1.1 Interest. The rates of interest payable by Borrower to Lender hereunder are as follows:

1.1.1 Initial Interest Rate. From and including the date hereof until the first Change Date (as defined in 14.1), interest shall accrue and be payable on the principal balance from time to time outstanding at the rate of Four and Seven Eighths percent (4.875%) per annum.

1.1.2 Variable Interest Rate. From and including each Change Date, interest shall accrue and be payable on the principal balance from time to time outstanding at the Variable Interest Rate established in accordance with 14.4 for the period beginning with such Change Date and ending with and including the date immediately preceding the next Change Date. In no event shall the rate of interest hereunder be greater than three and one half percent (3.5%) per annum higher or lower than the rate of interest stated in 1.1.1. Further, on any single Change Date, the rate of interest hereunder shall not be increased or decreased by more than two and one half percent (2.5%) per annum from the interest rate in effect hereunder immediately preceding such Change Date.

1.2 Amounts and Due Dates of Installments. Beginning with the first Monthly Due Date (as defined in 14.3) following the date hereof, Borrower shall pay to Lender 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 14.2).

1.2.1 Initial Installments. The amount of each monthly installment due and payable on the first sixty (60) Monthly Due Dates shall be One Thousand One Hundred Ninety and 72/100 Dollars (\$1,190.72).

1.2.2 Subsequent Installments. The amount of each monthly installment (other than the Final Installment as defined in 1.2.3) due and payable upon each of the sixty (60) Monthly Due Dates following each Change Date shall be, as determined by Lender in Lender's sole discretion, either (i) the amount previously determined by Lender to be due and payable upon the Monthly Due Date coinciding with such Change Date or (ii) the amount (determined by Lender) 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 established in accordance with 14.4 for such Change Date, in equal monthly installments.

1.2.3 Final Installment. Borrower shall pay to Lender, on the Maturity Date, a final installment (herein referred to as "Final Installment") of all amounts then owing and unpaid under this Promissory Note, including (i) the full unpaid balance of the principal sum, (ii) all accrued and unpaid interest, and (iii) any penalties payable under the terms of this Promissory Note. Notwithstanding the preceding sentence, instead of making the payment on the Maturity Date as described above, Borrower may be permitted by Lender, in Lender's sole discretion, to continue to pay monthly installments in an amount that is at least equal to the amount of the last monthly installment preceding the Maturity Date, as determined in 1.2.2, until all amounts owing and unpaid under this Promissory Note, including (i) the full unpaid balance of the principal sum, (ii) all accrued and unpaid interest, (iii) any penalties payable under the terms of this Promissory Note, are paid in full; provided that in no event shall the amount of any such monthly installment payable on or after the Maturity Date be less than the amount (determined by Lender) which shall be sufficient to repay in full, by the date that is twelve (12) months after the Maturity Date, the outstanding principal

balance owing hereunder on the last Change Date preceding such monthly installment, together with interest thereon at the Variable Interest Rate established for such Change Date, in equal monthly installments; and provided further that, until such outstanding amounts are paid in full, interest and penalties shall continue to be determined and accrue and be payable on all such outstanding amounts as otherwise provided under the terms of this Promissory Note.

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 principal, and the excess remaining thereafter shall be applied to the payment of late charges, if any, due and payable.

3. Place of Payment. All payments hereunder shall be made to Lender at such place and in such manner as Lender may from time to time require.

4. Prepayment. Borrower reserves the right to prepay this Promissory Note in whole, or subject to the conditions hereinafter stated, in part, on any installment payment date without premiums or penalty and without prior notice to the Lender. Any such prepayment shall be first applied against accrued but unpaid interest, and the excess, if any, shall be applied against principal, in the inverse order of actual maturity of installments hereunder (i.e. shall be first applied against the final monthly installment). No such partial prepayment shall relieve Borrower 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; Disclosure of Information. 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. Borrower shall provide to Lender such information (including nonfinancial information) as Lender may request from time to time in its sole discretion including, but not limited to, the following: (i) annual, quarterly or monthly financial statements including statements of financial position, statements of activities and changes in unrestricted net assets and statements of cash flows, (ii) year-to-date statements of operations as compared to budget, and (iii) cash flow projections.

6. Dissolution, Merger, Use of Security. If Borrower is a member congregation of The Lutheran Church-Missouri Synod, 6.1 shall apply. If Borrower is recognized as a Recognized Service Organization of The Lutheran Church-Missouri Synod, 6.2 shall apply. If Borrower is neither a member

congregation nor a Recognized Service Organization of The Lutheran Church-Missouri Synod, 6.3 shall apply.

6.1 Member Congregation. In the event that Borrower 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 the Borrower's regular worship services, or for its 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 Lender.

6.2 Recognized Service Organization. In the event that Borrower shall be dissolved, merge with any other corporation or entity, cease to be recognized by The Lutheran Church-Missouri Synod as a Recognized Service Organization, or cease to use the real estate subject to the aforementioned deed of trust or mortgage for the religious, charitable, or educational purposes of the Borrower, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of Lender.

6.3 Other Entities. In the event that Borrower shall be dissolved, merge with any other corporation or entity, cease to be an auxiliary, an agency or a part of The Lutheran Church-Missouri Synod, or cease to use the real estate subject to the aforementioned deed of trust or mortgage for the religious, charitable, or educational purposes of the Borrower, the entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of Lender.

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

8. Default in Payment or Performance. The entire principal sum remaining unpaid hereunder, together with accrued interest, may be declared immediately due and payable at the option of the Lender in the event of any of the following: (i) default in the payment of any installment of principal or interest when due in accordance with the terms hereof, (ii) default in the performance of any agreement contained in the mortgage or deed of trust securing payment of this Promissory Note, or (iii) default in the

performance of any agreement given by Borrower in favor of Lender including, but not limited to, any agreement contained in any other promissory note, mortgage, deed of trust, assignment, pledge, security agreement, or guaranty.

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 such late charge penalty shall not exceed the maximum amount permitted by law. Should interest not be paid when due, it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law.

10. No Waiver. No delay, omission or indulgence by Lender 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 Lender shall be valid unless in writing signed by said Lender, 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 Borrower shall be of the essence hereof.

12. Assignment. The terms and provisions of this Promissory Note shall inure to the benefit of any assignee, transferee, or holder or holders hereof, and, in the event of any transfer or assignment of this note, each and all of the rights, remedies, powers, privileges and benefits herein granted the Lender shall automatically be vested in the assignee, transferee, holder or holders.

13. Waiver of Presentment, Protest, Notice. Borrower 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 "Change Date" shall mean every sixtieth (i.e. the sixtieth, one hundred twentieth, one hundred eightieth, and so on) Monthly Due Date after the date hereof.

14.2 "Maturity Date" shall mean the Monthly Due Date of the 360th calendar month following the date hereof.

14.3 "Monthly Due Date" shall mean the 30th day in each month, beginning with the first calendar month following the date hereof. 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.

14.4 "Variable Interest Rate" shall mean that rate of interest, per annum, determined for each Change Date by Lender, adding up to (as it determines) two percentage points to Lender's Cost of Funds. Lender's Cost of Funds is the weighted average annual rate of interest, determined by Lender on a date selected by it, based upon the interest and other costs payable on or with respect to such of its outstanding investment and other obligations as shall be determined by Lender pursuant to Lender's lending procedures as in effect from time to time.

IN WITNESS WHEREOF, the Borrower has executed this Promissory Note as of the date first above stated.

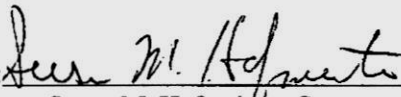
TRINITY EVANGELICAL LUTHERAN CHURCH

BY:



Frederick W. Bernthal, President

BY:



Susan M. Hofmeister, Secretary

EXHIBIT "C"

This security instrument is intended to be governed by the future advances law of the state in which the property secured is located and 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 Borrower under the provisions of this security instrument, to secure the payment of all future advances, if any, made hereunder at the option of Lender or future obligations incurred by Lender for the reasonable protection of the lien and priority of Lender on the above described premises and to secure all other obligations of Borrower now or hereafter owing to Lender.

MB20434P111

END OF DOCUMENT

7218.73
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.

#17472

Return to: Mills, Jeffers & Mountain
Morristown, N.J.

ABSTRACT OF DEED

6-63-47B,

Now 48

ALPHA HATCH CUTLER, Widow
Town of Morristown
Morris County, New Jersey

TO

GILLIS ALLEN SMITH & WINIFRED C
SMITH, his wife
Town of Morristown
Morris County, New Jersey

DEED Dated May 3, 1946

PMS

Recorded May 11, 1946

6/18/53

Consideration \$1.00

Revenue Stamps \$2.75

Subject to

CONVEYS certain lot _____, tract _____, or parcel of land and premises situate, lying and
being in the Borough of Morris Plains

in the County of Morris and State of New Jersey.

DESCRIPTION

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 four degrees fifty six minutes East three hundred 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 eighty three degrees twenty seven minutes East one hundred seventy five feet; thence

(2) South four degrees fifty six minutes West seventy five feet; thence (3) South seventy seven degrees fifty six 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 twenty five degrees forty three minutes East four hundred sixty two feet to a point on the northerly side of the brook; thence

(5) North seventy four degrees fifty nine minutes West 47.12 feet to a point on the northerly side of said brook; thence

(6) South fifty six degrees one minute West 140.58 feet to a point on the northerly side of said brook; thence

(7) South eighty nine degrees sixteen minutes West sixty six feet to a point on the northerly side of said brook; thence

(8) North seventy three degrees twenty nine minutes West 179.52 feet to a point on the northerly side of said brook; thence

(9) South seventy two degrees forty one minutes West 74.58 feet to a point on the northerly side of said brook; thence

(10) South fifty six degrees twenty six 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 eighty seven degrees nineteen 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 four degrees fifty six minutes West 192.33 feet to the point or place of Beginning. Containing three and sixty five one hundredths acres of land, be the same more or less. Being a part of the same lands and premises described as the second lot 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. 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. The above described tract is part of the lands and premises of which the late Jonathan W. Roberts died seized in 1912 and which under the provisions of his last will, he did devise to his niece, the said Altha Hatch Cuter (then Altha E. Hatch). Said last will has been duly probated in the office of the Surrogate of Morris County.

Form 254 Rev. 2 JCPAL

Comb. Form

Right of Way Agreement

IN CONSIDERATION of One Dollar (\$1.00), and other valuable considerations, paid by Jersey Central Power & Light Company, body corporate of the State of New Jersey, or New Jersey Bell Telephone Company, the receipt of which is hereby acknowledged, we the undersigned do hereby grant and convey unto said Jersey Central Power & Light Company, its successors and assigns, and New Jersey Bell Telephone Company, its associated and allied companies, their

successors and assigns, the right to enter upon premises of the undersigned in the Borough of Morris Plains County of Morris and State of New Jersey, situate on the northeasterly side of Mountain Way

and from time to time to erect, maintain, renew, relocate, redesign, alter and remove poles, guys, anchors, guy stubs, crossarms, wires, cables, and appurtenances in perpetuity for the transmission and distribution of electricity, the operation of communication systems, and in addition thereto to erect and maintain such other wires or appurtenances on said poles and crossarms as said Companies may deem necessary and proper to be attached thereto, upon, over, across, along and beyond said property, the course of said pole line to run as follows:

From present pole 57-10307 located within the northeasterly side of Mountain Way
northeasterly into the premises of the grantor herein with said pole line for the
distance of 175 feet more or less; together with its necessary anchors and guys
where necessary for the support of said pole line.

It is agreed that the Companies may improve said pole line from time to time so that utility service may be supplied in a proper manner and shall have the right to trim and keep trimmed, or cut and remove such trees or tree branches as may be required to maintain service at all times; the work shall be done with care and the sidewalk, street and premises disturbed thereby shall be restored to its prior condition by and at the expense of said companies.

Date November 5, 1964

Witness Attest:

Secretary

Robert V. Smith

Trinity Ev. Lutheran Church, Morris Plains, N. J.

President

William Anatt, Jr.

(L.S.)

(L.S.)

(L.S.)

(L.S.)

Seal

(over)

BOG 1925 PAGE 729

R 11/18/64

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF NEW JERSEY
COUNTY OF *Morris*

BE IT REMEMBERED, That on this *3rd* day of *November*, 19*24*, before me, the subscriber, *Robert W. Smith* personally appeared *Robert W. Smith* (Title of public officer taking acknowledgement), who I am satisfied, *is* the grantor mentioned in the within instrument, to whom I first made known the contents thereof, and hereupon *o* acknowledged that *o* signed, sealed and delivered the same as voluntary act and deed, for the uses and purposes therein expressed.

(Signature of public officer taking acknowledgement)

RECEIVED

Right of Way
Nov 18 11 24 AM '24

ELECTRIC

M-3466

Trinity Ev. Lutheran Church,
Morris Plains, N. J.

Address Mountain Way

CHH Borough of Morris Plains

County of Morris

State of New Jersey

Dated November 5, 19 24

Jersey Central Power & Light Company
501 Grand Avenue
Asbury Park, New Jersey

RECORDED in Book 1925 of

DEEDS

for Morris County,

on page 729 &c

Robert W. Smith
County Clerk

STATE OF NEW JERSEY
COUNTY OF *Morris*

BE IT REMEMBERED, That on this *5th* day of *November*, 19*24*, before me, the subscriber, *Robert W. Smith* (Title of officer administering oath) personally appeared *Robert W. Smith* who, being by me duly sworn on his oath, says that he is the *Trinity Ev. Lutheran Church, Morris Plains, N.J.* the grantor named in the within instrument; that *with* is the President of said corporation; that deponent well knows the corporate seal of said corporation; and the seal affixed to said instrument is such corporate seal and was thereto affixed, and said instrument signed and delivered by said President, as and for his voluntary act and deed and as and for the voluntary act and deed of said corporation, in presence of deponent, who hereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,
at the *City of New Jersey*
Notary Public
My Comm. Expires Feb. 13, 1925

Robert W. Smith
Secretary (signature of attesting corporate officer)
Robert W. Smith

BOOK 1925 PAGE 730

Aug 8 3 23 P 72

28141

EASEMENT

THIS INDENTURE made this Sixth day of July in the year of Our Lord, One Thousand Nine Hundred and Seventy-~~082~~. Two

BETWEEN

Trinity Evangelical Lutheran Church
145 Mountain Way

a religious organization existing under the Laws of New Jersey
hereinafter called Grantor,

AND

THE BOROUGH OF MORRIS PLAINS, a municipal corporation
in the County of Morris, having its principal office at
531 Speedwell Avenue, Morris Plains, New Jersey,

hereinafter called Grantee.

WITNESSETH that the Grantor, for and in consideration
of the sum of ONE DOLLAR and Other Good and Valuable
Consideration, lawful money of the United States of America
in hand paid to the Grantor prior to the delivery of these
presents, the receipt whereof is hereby acknowledged, does
give, grant, bargain, sell and convey with general warranty
to the Grantee, its successors and assigns, forever, a right
of way and easement through the premises of the Grantor, situate
lying and being in the Borough of Morris Plains, Morris County,
New Jersey, and being known and designated as Lot 48 Block 63
on the Borough of Morris Plains Tax Map and being further
described in accordance with the attached description.

Together with the right of the Grantee to remove
and clear all rocks, trees, brush and limbs, and to lay,
construct, install, maintain, operate, alter, replace and repair a
sanitary sewer main in, over, under and across the aforementioned

MILLS, DOYLE, MOORE
D. C. MOORE
COUNTY CLERK OF MORRIS
COUNTY, N. J.

COUNTY OF MORRIS	
CONSIDERATION	<i>Five</i>
REAL TRANSFER FEE	<i>Five</i>
DATE	AUG 8 1972

INSTRUMENT REC'D. IN DEED. - BOOK 2222 PAGE 931

R 8/8/72

easement for the collection or distribution of sewage materials as a part of the sanitary sewer system of the Grantee, and the further right of ingress and egress to and from the described easement, in, under, over and across it for the purposes hereinbefore set forth. Provided, however, that any damage to the property of the Grantor caused by the Grantee, its successors or assigns, in laying, constructing, installing, maintaining, operating, altering, replacing and repairing the said sanitary sewer line, shall be borne by the Grantee, its successors and assigns.

TO HAVE AND TO HOLD the above described perpetual right of way and easement unto the Grantee, its successors and assigns in accordance with the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed, by their proper corporate officers and caused their proper corporate seal to be hereto affixed the day and year first above

BOROUGH OF MORRIS PLAINS

By: John A. Wyckoff
(John A. Wyckoff) Mayor

Adelaide B. Layer
(Adelaide B. Layer) Borough Clerk

Charles B. Jones (P.S.)
Chairman, Board of Trustees
Trinity Ev. Lutheran Church

(L.S.)

WILLIS DOYLE WOOD
& MURPHY
CORPORATE ATTORNEYS
ONE WESTERN AVENUE
ROSELAND, N. J.

Tax Map Lot 48 Block 63

Easement #1

June 16, 1972

SANITARY SEWER EASEMENT FOR THE BOROUGH OF MORRIS PLAINS, N. J.

BEGINNING at a point in the dividing line between tax map Lots 47 and 48 in Block 63, said point being on the easterly sideline of Mountain Way, and running thence (1) along said dividing line S. 83° 27' E. 277.77' to a point, thence (2) N. 71°-32'-34" E. 276.70' to a point, on the rear property line of Lot 48, said line also being the dividing line between Lot 48 and Jaqui Avenue, thence (3) along said dividing line N. 25°-43'-E. 34.86' to a point, thence (4) S. 71°-32'-34" W. 257.95' to a point, thence (5) N. 83°-27' W. 272.93' to a point on the easterly sideline of Mountain Way, thence (6) along said sideline S. 04°-56' E. 25.01' to the point and place of BEGINNING.

Being a sanitary sewer easement entirely within the confines of Tax Map Lot 48 in Block 63.

Tax Map Lot 48 Block 63

Easement #2

June 16, 1972

SANITARY SEWER EASEMENT FOR THE BOROUGH OF MORRIS PLAINS, N. J.

BEGINNING at a point on the easterly sideline of Mountain Way, said point being distant along the same N. 04°-56' W. 69.01' from the dividing line between tax map lots 48 and 47 in Block 63, and running thence, (1) N. 85°-04' E. 25.00' to a point, thence (2) N. 04°-56' W. 100.00' to a point, thence (3) S. 85°-04' W. 25.00' to a point on the easterly sideline of Mountain Way, thence (4) along said sideline S. 04°-56' E. 100.00' to the point and place of BEGINNING.

Being a Sanitary Sewer Easement entirely within the confines of Tax Map Lot 48 in Block 63.

State of New Jersey,
County of Morris

} ss:

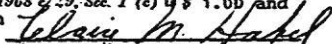
Be it remembered, That on this 6th day of July, Nineteen hundred and seventy-two before me the subscriber, and Attorney at Law of New Jersey personally appeared Claire M. Habel Secretary of the Board who being by me duly sworn on her oath, says that she is the of Trustees of Trinity Evangelical Lutheran Church of the Corp. named in the foregoing Instrument; that she well knows the corporate seal of said corporation; that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument signed and delivered by

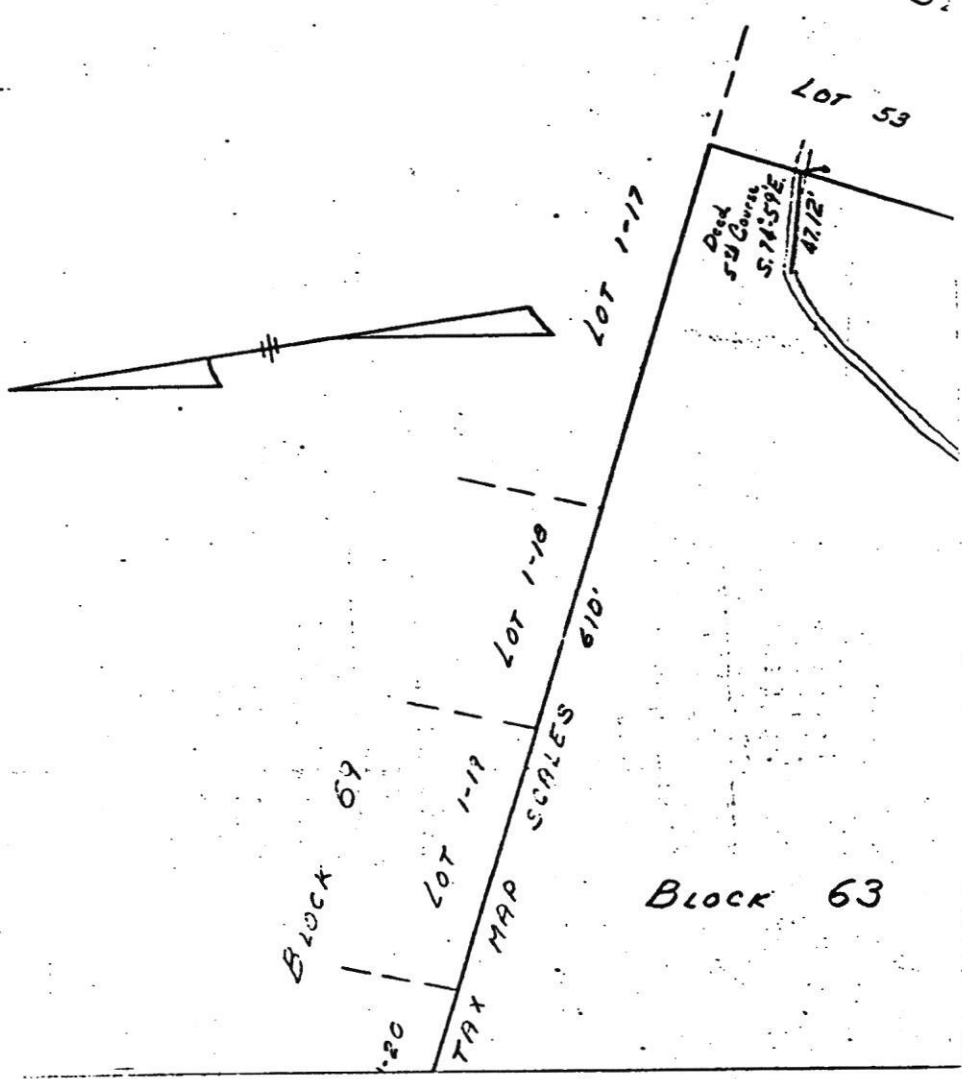
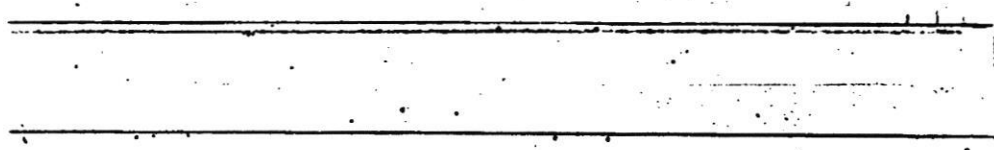
Charles R. Germer

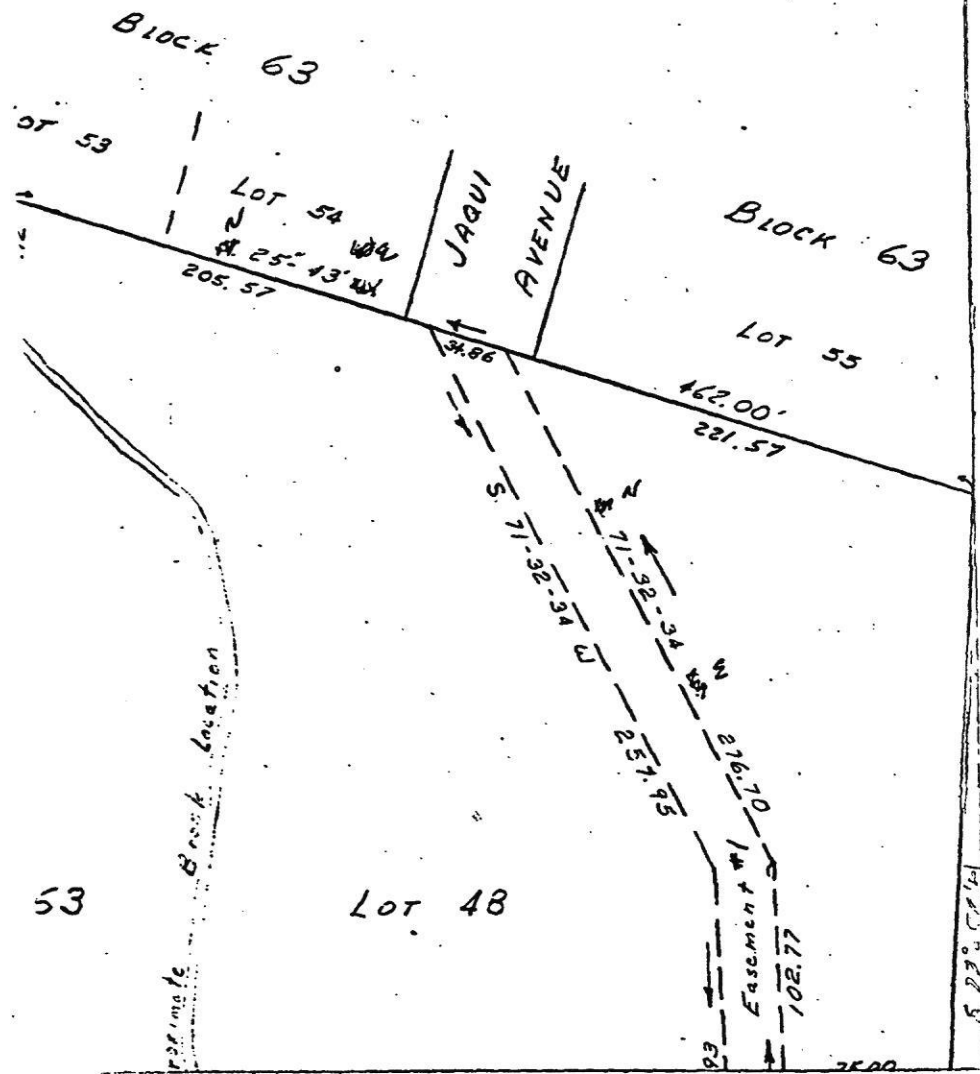
who was at the date thereof the President of said corporation, in the presence of this deponent, and said President, at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed her name to said Instrument as an attesting witness to the execution thereof, and the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968 c. 29, Sec. 1 (c) § 1.00 and other good and valuable consideration

GIVEN AND SUBSCRIBED before me
at Morris Plains, N.J.


John J. Harper
Attorney at Law


Claire M. Habel





63

55

LOT 41

262.90

LOT 42

LOT 43

577-56'E

LOT 44

CK 63

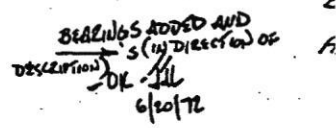
LOT NUMBERS REFER TO THE
BROUGH OF MORRIS PLAINS
TAX MAP.

Block 63

LOT 120
LOT 121
TAX MAP

TAX MAP SCALES 555

MOUNTAIN



0
E
S 17° 56'
Lot 14
Lot 17-A

Block 63

EASEMENT ACQUISITION

BOROUGH OF MORRIS PLAINS MORRIS COUNTY N. J.

ADOPTED AND
IN DIRECTION OF
FILE
12/72

APRIL 11, 1972

SCALE 1"=50'

HERBERT O. WINSTON
CIVIL ENGINEERS & LAND SURVEYORS
MORRISTOWN, N. J.

BETWEEN
TRINITY EVANGELICAL
LUTHERAN CHURCH
AND
THE BOROUGH OF MORRIS PLAINS

DATED: July 6, 1972

John J. Morris

Return and Retord
to
MILLS, DOYLE, HOCK & MURPHY
ONE WESTERN AVENUE
MORRISTOWN, NEW JERSEY

R. & R.

HARPER, HANSBURY & MARTIN, P.A.
736 SPEEDWELL AVENUE
P.O. BOX 198
MORRIS PLAINS, NEW JERSEY 07950

EASEMENT

107371

This agreement made this 4th day of September
in the year of Our Lord, One Thousand Nine Hundred and
Eighty-Six,

BETWEEN: TRINITY EVANGELICAL LUTHERAN CHURCH, 131
Mountain Way, Morris Plains, New Jersey
07950, hereinafter referred to as "Grantor"

AND: THE BOROUGH OF MORRIS PLAINS, a municipal
corporation of the State of New Jersey with
offices at 531 Speedwell Avenue, P. O. box
305, Morristown, New Jersey, hereinafter
referred to as "Grantee"

in regard to a portion of Lot 48, Block 63, on the Tax Map of
the Borough of Morris Plains, Morris County, New Jersey.

WHEREAS, Grantor is the owner in fee simple absolute
of certain property located in the Borough of Morris Plains,
Morris County, New Jersey, and identified as Lot 48, Block 63,
on the Tax Map of the Borough of Morris Plains; and

WHEREAS, Grantee is desirous of obtaining a permanent
drainage easement for reconstruction and maintaining the bed
and banks of the Watnong Brook, as more particularly described
in Exhibit A, attached hereto and made a part hereof, in,
along, under and through the lands of Grantor, together with a
temporary access easement for construction purposes relating
thereto.

COUNTY OF MORRIS	
CONSIDERATION	9,200.00
REALTY TRANSFER FEE	exempt
8 OCT 8 1986	BY J.B.

Prepared by:

John G. Harper, Esq.

R10/8/86

Dec.
27.00
exempt

2. The Grantor is to fully use and enjoy the said premises except for the purposes granted to the Grantee and provided the Grantor shall neither construct nor permit to be constructed any obstructions within the said permanent easement and shall not interfere with the rights of the Grantee hereunder.

3. Grantee, by the acceptance hereof, covenants and agrees that after construction or maintenance activities to promptly restore, as far as reasonably possible, the surface of the land within the permanent easement and temporary access easement and to restore the premises within the easement areas to the same or better condition than in which they existed prior thereto. Grantee further covenants and agrees to remove any dead trees resulting from Grantee's actions within the permanent easement and the temporary access easement.

4. Grantor covenants that they are lawfully seized in fee simple of and in the lands within the said permanent drainage easement and temporary access easement and that Grantors have good right, power and authority to sell and convey the easements herein described to Grantee.

5. This instrument shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

Robert H. Heston
Secretary

TRINITY EVANGELICAL LUTHERAN
CHURCH

Norman E. Nelson
Chairman, Board of Trustees

Robert C. Mills
Borough Clerk

BOROUGH OF MORRIS PLAINS

Alan R. Florin
Mayor

NOW THEREFORE, in consideration of the payment of ~~Nine~~
Thousand nine hundred (9,900.00) dollars

~~*****~~ lawful money of the United States, and other
good and valuable consideration, the receipt of which is hereby
acknowledged, the parties hereto agree as follows:

1. Grantors do hereby grant and convey to Grantee,
its successors and assigns, a permanent drainage easement for
reconstructing and maintaining the beds and banks of the
Watnong Brook, in, along, under and through the lands of
Grantor for the purpose of reconstructing, maintaining,
altering, repairing, removing and replacing the bed and banks
of the Watnong Brook as it crosses Lot 48, Block 63, of the Tax
Map of the Borough of Morris Plains as more particularly
described in Exhibit A attached hereto.

In addition, and for the same consideration
mentioned hereinabove, Grantor does hereby grant and convey a
temporary access easement during the period of reconstruction
of the bed and banks of said Brook for the purpose of providing
the right of ingress and egress for construction equipment to
the aforesaid permanent drainage easement as shown on the
attached Exhibit A; said temporary easement to be for a width
necessary to accomodate said construction equipment. The
temporary access easement will automatically be vacated upon
completion of the restoration of the project.

TO HAVE AND TO HOLD unto Grantee, its successors and
assigns, together with the right of access to and egress from
said permanent easement across Grantor's lands and in and over
said permanent easement.

STATE OF NEW JERSEY :
COUNTY OF MORRIS : ss

BE IT REMEMBERED, that on this 16th day of September, 1986,
before me, the subscriber, *a notary public of the State*
of New Jersey
personally appeared Ruth C. Mills, who, being duly sworn on her
oath, doth depose and make proof to my satisfaction that she is
the Clerk of the Borough of Morris Plains, in the County of
Morris, the Borough named in the within Instrument, that Alan
R. Florin, is the Mayor of said Borough; that the execution, as
well as the making of this Instrument has been duly authorized
by a proper resolution of the Mayor and Council of said
Borough; that deponent well knows the corporate seal of said
Borough; and the seal affixed to said Instrument is such
corporate seal and was thereto affixed, and said Instrument
signed and delivered by said Mayor, as and for his voluntary
act and deed and for the voluntary act and deed of said
Borough, in presence of deponent, who thereupon subscribed her
name thereto as witness.

Ruth C. Mills

RUTH C. MILLS, CLERK

Sworn to and subscribed

before me this 16th day

of September, 1986

William E. Hutton

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES

12-23-86

STATE OF NEW JERSEY :

COUNTY OF MORRIS :

BE IT REMEMBERED, that on this 17th day of August ,
1986, before me, the subscriber,

personally appeared NORMAN E. NELSON,
Chairman, Board of Trustees of Trinity Evangelical Lutheran
Church, who I am satisfied is the person named in and who
executed the foregoing instrument; and (he/she) acknowledged
that (he/she) signed, sealed and delivered the same as
(his/her) act and deed for the uses and purposes therein
expressed.

Robert H. Wierphal
Secretary

Sworn to and subscribed

before me this 17th day

of August 1986.

James L. Schwartz
James L. Schwartz, Esq.
An Atty. @ Law of New Jersey

WATNONG BROOK EASEMENT
Lot 48, Block 63
BOROUGH OF MORRIS PLAINS, NEW JERSEY
Owners: Trinity Evangelical Lutheran Church

A strip of land hereinafter more particularly described is a 55.00 feet wide permanent drainage easement in Lot 48 Block 63, as shown on Map entitled "Watnong Brook Flood Control Project, Section 1, Borough of Morris Plains, Easements, County of Morris, New Jersey, lands now or formerly Trinity Evangelical Lutheran Church, situated in the Borough of Morris Plains, Morris County, New Jersey.

Beginning at a point in the easterly right of way line of Mountain Way the said point being distant 107.04 feet, north 05 degrees 54 minutes 13 seconds east from the intersection of the same easterly right of way line of Mountain Way with the dividing line between Lot 48 and Lot 47, Block 63 and running thence

1. Along the said easterly right of way line of Mountain Way north 05 degrees 54 minutes 13 seconds east, 57.41 feet to a point of nontangent curve, thence
2. Along a curve to the left having a radius of 90.00 feet, an arc distance 27.69 feet, chord distance 27.58 feet and chord bearing north 65 degrees 48 minutes 23 seconds to a point, thence
3. North 56 degrees 59 minutes 29 seconds east, 122.48 feet to a point of curvature, thence
4. Along a curve to the right, having a radius of 150.00 feet, an arc distance 152.67 feet and central angle 58 degrees 19 minutes 02 seconds to a point of tangency, thence
5. South 64 degrees 41 minutes 29 seconds east, 36.21 feet to a point of curvature, thence
6. Along a curve to the left, having a radius of 240.00 feet, an arc distance 121.79 feet and central angle 29 degrees 04 minutes 34 seconds to a point of compound curvature, thence
7. Along a curve to the left, having a radius of 90.00 feet, an arc distance 49.03 feet and central angle 31 degrees 12 minutes 55 seconds to a point of tangency, thence
8. North 55 degrees 01 minutes 01 seconds east, 71.94 feet to a point, thence
9. Perpendicular to the eighth course south 34 degrees 58 minutes 59 seconds east, 55.00 feet, thence
10. Perpendicular to the ninth course and parallel with the eighth course south 55 degrees 01 minutes 01 seconds west, 71.94 feet to a point of curvature, thence

11. Along a curve to the right and concentric with the curve described in the seventh course, having a radius of 145.00 feet, an arc distance 79.00 feet and central angle 31 degrees 12 minutes 55 seconds to a point of compound curvature, thence

12. Along a curve to the right and concentric with the curve described in the sixth course, having a radius of 295.00 feet, an arc distance 149.70 feet and central angle 29 degrees 04 minutes 34 seconds to a point of tangency, thence

13. Parallel with the fifth course north 64 degrees 41 minutes 29 seconds west, 36.21 feet to a point of curvature, thence

14. Along a curve to the left and concentric with the curve described in the fourth course, having a radius of 95.00 feet, an arc distance 96.69 feet and central angle 58 degrees 19 minutes 02 seconds to the point of tangency, thence

15. Parallel with the third course south 56 degrees 59 minutes 29 seconds west 122.48 feet to a point of curvature, thence

16. Along a curve to the right and concentric with the curve described in the second course, having a radius of 145.00 feet, an arc distance 65.53 feet to the point and place of beginning.

The above described parcel containing 33095.85 square feet or 0.076 acres.

Together with a temporary easement for construction purposes over a strip of land 10.00 feet wide parallel and concentric with the above described 55.00 feet wide permanent easement.

RECEIVED
OCT 8 10 55 AM '86
MORRIS COUNTY 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.

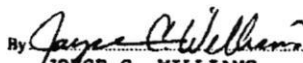
OB3767 P215

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

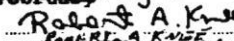
STATE OF NEW JERSEY, COUNTY OF MORRIS SS.:
I CERTIFY that on ~~February~~ May 5, 19 93
DONNA M. SCHUETTE

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

DEED

Prepared by:
Robert A. Knee
Robert A. Knee, Esq.

This Deed is made on April 21, 1995,

031608

BETWEEN L. ANTONY FISHER AND CAROLYN SCHWARTZ,

whose address is 147 Mountain Way, Morris Plains, New Jersey 07950, referred to as 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 words "Grantor" and "Grantee" shall mean all Grantors and 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 Dollar (\$1.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Morris Plains, Block no. 63, Lot No. 48.03, 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, County of Morris and State of New Jersey. The legal description is:

See Schedule A attached hereto and made a part hereof.

The purpose of this deed is to confirm the existence of a right of way over the above property for the purpose of ingress to and egress from the premises owned by the Grantee shown and designated as Lot 48 in Block 63 on the Tax Map of the Borough of Morris Plains, as the same is set forth in a deed from Nicholas G. Cutter and Phyllis D. Cutter to Trinity Evangelical Lutheran Church, dated September 2, 1995 and recorded in Deed Book D-59, page 50 &c in the office of the Morris County Clerk.

The Grantee and its tenants and invitees may pass and repass over the right of way by vehicle, on foot or otherwise.

*Rd W
in favor of PC*

RECEIVED
MAY 10 8 46 AM '95
ALTONSE W. SCERL
MORRIS CO. CLERK

COUNTY OF MORRIS	
Consideration	1-
Base Tax	1.25
Additional Tax	
REALTY TRANSFER FEE	1.25 Chg
Date	5/10/95
RECORDING FEE	24- Chg Rand

*Rd
Allyria Pk
Allyria T. & C.*

DB4181 P049

RS/10/95

J. PETER BORBAS
PROFESSIONAL LAND SURVEYOR
RD 3 11A Rockaway Valley Rd.
Boonton, NJ 07005

Phone: (201) 316-8743 FAX: (201) 402-6627

March 7, 1995

Description of a 24 foot wide right-of-way in the Borough of Morris Plains, Morris County, New Jersey.

Being a 24 foot wide strip of land, formerly of Sara Jane Stiles Tunis, delineated on a certain map entitled "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.P., dated October 21, 1992, Revised to December 7, 1992; more particularly described as follows:

BEGINNING at a point in the easterly sideline of Mountain Way, the following three courses along said sideline from the northerly sideline of Franklin Place: 1) North 4 degrees 52 minutes 36 seconds East 495.52 feet 2) North 7 degrees 03 minutes 57 seconds East 156.42 feet 3) North 13 degrees 51 minutes 02 seconds East 185.14 feet to the point and place of beginning; and runs thence

1. Along said sideline of Mountain Way North 13 degrees 51 minutes 02 seconds East 24.42 feet to a point; thence

2. Leaving said sideline of Mountain Way South 65 degrees 28 minutes 58 seconds East 173.58 feet to the northwesterly corner of lands of Trinity Lutheran Church; thence

3. Along the line of Trinity Lutheran Church South 13 degrees 51 minutes 02 seconds West 24.42 feet to a point; thence

4. Parallel to and 24 feet southerly to the first course herein, and along the northerly line of Lot 48.02 as delineated on said map North 65 degrees 28 minutes 58 seconds East 173.58 feet to the point and place of BEGINNING.

Containing 4,166 square feet of land.


J. Peter Borbas, P.L.S.
N. J. License No. 31653

084181 P050

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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

Witnessed by:

Sharon L. Ford

L. Antony Fisher (Seal)
L. Antony Fisher

Carolyn Schwartz (Seal)
Carolyn Schwartz

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS.:

I CERTIFY that on ⁽²¹⁾April 21, 1995, L. Antony Fisher and Carolyn Schwartz, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title.
(Such consideration is defined in N.J.S.A. 46:15-5.)

Karen Miles
KAREN MILES
Notary Public of the State of
New Jersey

DB4181 POS1

KAREN MILES
A Notary Public of New Jersey
My Commission Expires Feb. 28, 2000

DEED

Dated: ^{KWM} April 21, 1995

**L. Antony Fisher and Carolyn
Schwartz**

TO

Grants

**Trinity Evangelical Lutheran
Church**

Grantee.

Record and return to:

Robert A. Knee, Esq.
Rand, Alger, Tosti & Woodruff, P.C.
60 Washington Street
Morristown, NJ 07960

DB4181 P052