

EX 2028
PG 41

This Indenture,

Made the _____ day of _____, in the year of our Lord
One Thousand Nine Hundred and Fifty-nine,

Between ARTHUR FERBER and ALVINA FERBER, his wife,

of the Borough of Seaside Park in the County of
Ocean and State of New Jersey, party of the first part:

And PAUL C. RICHI and JANET RICHI, his wife,
residing at 108 Harriet Street,

the Town of Midvale in the County of
Passaic, and State of New Jersey, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of
ONE (\$1.00) DOLLAR and other considerations,

lawful money of the United States of America, to them in hand well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is
herby acknowledged, and the said party of the first part being therewith fully satisfied, contented
and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed,
and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm
unto the said party of the second part, and to their heirs and assigns, forever,

All that
tract or parcel of land and premises, hereinafter particularly described, situate, lying and being
in the Township of Brick
in the County of Ocean and State of New Jersey, described
as follows:

BEGINNING at a monument set in the easterly line of the Lakewood Road, known as State Highway Route #88, said monument being distant 75 feet as measured along the easterly line of Lakewood Road, on a course of North 19 degrees 20 minutes West from an old sandstone, said sandstone being the northwesterly corner of lands now or formerly owned by Walter Havens and from said beginning monument (1) North 19 degrees 20 minutes West along the easterly line of the Lakewood Road, known as State Highway Route #88, a distance of 130.76 feet to a point: thence (2) North 71 degrees 00 minutes East, a distance of 200 feet to a point: thence (3) South 19 degrees 20 minutes East along the westerly line of lands previously conveyed by Leon Albert Allen and Ruth Mae Allen, his wife, to Shore Country Realty, Inc., a distance of 130.76 feet more or less to a point in the northerly line of a tract of land conveyed by Leon Albert Allen and Ruth Mae Allen, his wife, to Jack D. McIntyre and Helen V. McIntyre, his wife, thence (4) South 70 degrees 40 minutes West, a distance of 200 feet to the point and place of BEGINNING.

BEING the same premises conveyed to the Grantors herein by deed from Leon A. Allen and Ruth M. Allen, his wife, a/k/a Leon Albert Allen and Ruth Mae Allen, his wife, dated April 10th, 1959, and recorded April 13th, 1959 in Deed Book 1969, Page 200.

BK 2025
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Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and the profits thereof, and of every part and parcel thereof;

And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the above described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular, the above mentioned premises, together with the appurtenances, unto the said party of the second part, their heirs and assigns, to their own proper use, benefit and behoof forever.

And the said ARTHUR FERBER and ALVINA FERBER, his wife,

for themselves, their heirs and assigns, do covenant, grant and agree to and with the said party of the second part, their heirs and assigns, that the said ARTHUR FERBER and ALVINA FERBER, his wife,

at the time of the sealing and delivery of these presents, are lawfully seized in their own right, of a good, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances thereunto appertaining, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all encumbrances, except none.

And that the said ARTHUR FERBER and ALVINA FERBER, his wife,

will Warrant and Forever Defend the premises hereby conveyed against all persons lawfully claiming the same.

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

SIGNED, SEALED and DELIVERED

in the presence of

Arthur Ferber L.S.
ARTHUR FERBER

William Henry Mee
WILLIAM HENRY MEE,
Attorney at Law of New Jersey

Alvina Ferber L.S.
ALVINA FERBER



State of New Jersey, } ss.:
County of OCEAN
We it Remembered, that on this _____ day of _____, 19____, before me, the subscriber, an Attorney at Law of New Jersey, personally appeared ARTHUR FERBER and ALVINA FERBER, his wife, who, I am satisfied, are the persons mentioned in the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

State of New Jersey, } ss.: WILLIAM HENRY MEE,
County of _____ Attorney at Law of New Jersey
We it Remembered, that on this _____ day of _____, 19____, before me, the subscriber, personally appeared _____ who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of the _____ the party mentioned in the within Instrument, that _____ 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 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 thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me,
at _____
the date aforesaid.

Deed.

TO

Dated,

, 19____

HUBER AND MEE

Counselors at Law
121 A. BROAD ST. NEW JERSEY

MODIFICATION OF FIRST REFUSAL PURCHASE OPTION

THIS AGREEMENT, made the 15th day of February, 1960
by and between RICHARD E. BARNEY and ALICE H. BARNEY, his
wife, First Party and GULF OIL CORPORATION, a corporation
of the State of Pennsylvania, Second Party,

WHEREAS, A certain first refusal purchase option agreement was
entered into between the parties hereto on October 11, 1956 re-
corded Jan 7, 1960 in the Ocean County Clerk's Office, file 309,
wherein, inter alia it was covenanted and agreed that the Second

Party have the option to purchase certain Real Estate therein
described for the sum of FORTY THOUSAND (\$40,000.00) DOLLARS
under certain terms and conditions, and

WHEREAS, the Second Party has released from said first refusal
purchase option the following described premises:

BEGINNING at a point in the northwesterly line of Dock
Street said beginning point being distant 115 feet on
a course south 2° degrees 00 minutes west from the
southwest corner of Princeton Avenue and Dock Street
and from said beginning point running (1) along the
northwesterly line of Dock Street south 2° degrees
00 minutes west a distance of 60 feet to the northeasterly
corner of lot 1 thence (2) along the northeasterly line
of lot #1 north 55 degrees 34 minutes west a distance of
100 feet to a point thence (3) north 29 degrees 14 minutes
31 seconds east a distance of 59.1° feet to the southwesterly
corner of lot #6 thence (4) along the southwesterly line of
lot #6 south 55 degrees 5° minutes East a distance of 9° 64
feet to the place of BEGINNING.

BEING part of the same premises conveyed by Gulf Oil
Corporation to Richard Barney ~~and Alice H. Barney~~
by deed dated August 10, 1956 and recorded in the Ocean
County Clerk's Office in Book 1784 of Deeds, page 287
and being part of the same premises in which an undivided
half interest was conveyed by Richard Barney and Alice
Barney his wife, to Kenneth A. Matthews single man by deed
dated December 30, 1959 and recorded in the Ocean County
Clerk's Office in Book 1951 of Deeds, page 234 & c.

NOW, THEREFOR, in consideration of the said release and of the
sum of ONE DOLLAR and other good and valuable consideration
in hand paid by the Second Party to the First Party, receipt
whereof is hereby acknowledged, it is understood and agreed
by and between the parties hereto that said First refusal
purchase option be and it is hereby modified to grant to the
Second Party an option to purchase the premises therein described

after deducting therefrom the premises herein above set forth, for the sum of THIRTY SEVEN ^{THOUSAND} (\$37,000.00) DOLLARS, and it is further covenanted and agreed that all of the other terms, conditions and provisions of the said first refusal purchase option dated October 11, 1956 be and they hereby are confirmed and that they remain in full force and effect as therein set forth.

IN WITNESS WHEREOF, the said parties have executed this option to purchase in triplicate the day and year first above written.

WITNESS:

[Signature]
[Signature]

Richard E. Barney
RICHARD E. BARNEY

Alice H. Barney
ALICE H. BARNEY

FIRST PARTY

WITNESS:

[Signature]

GULF OIL CORPORATION

BY [Signature]
Division General Manager

SECOND PARTY

1-N. J. ACKNOWLEDGEMENT IND.

ALL-STATE OFFICE SUPPLY CO.
502 HIGH ST., NEWARK 2, N. J.

State of New Jersey,
County of OCEAN

ss.:

Be it Remembered, that on this 15th day of February in the year of our Lord One Thousand Nine Hundred and Sixty, before me, the subscriber, AN ATTORNEY AT LAW OF NEW JERSEY personally appeared RICHARD E. BARNEY AND ALICE H. BARNEY, his wife

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

[Signature]
MARK ADDISON, An Attorney at Law of New Jersey

RICHARD F. PARNEY and

ALICE H. PARNEY, his wife

AND

GULF OIL CORPORATION

MODIFICATION OF FIRST REFUSAL
PURCHASE OPTION

MARK ADDISON
Attorney at Law
419 SECOND STREET
LAKEWOOD, NEW JERSEY

*Charge to
Return*

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1940 MAR 25 AM 11 04

BOOK 2053 PAGE 129
OF 129
CLERK

Photostated

Micro-filmed

Indexed

Abstracted

BOOK 2053 PAGE 182

This Indenture,

Made the 22nd day of March, in the year of our Lord
One Thousand Nine Hundred and Sixty

Between

RICHARD E. FARNEY AND ALICE H. FARNEY, his wife
and KENNETH A. MATTHEWS, single man

of the Township of Lakewood in the County of
Ocean and State of New Jersey party of the first part:

And

HARRY HOOPENGARDNER and HARIETT HOOPENGARDNER, his
wife,
Aldrich Road

in the Township of Howell in the County of
Monmouth and State of New Jersey party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of
ONE DOLLAR (\$1.00) 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
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented
and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed,
and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm
unto the said party of the second part, and to their heirs and assigns, forever,

All that certain
tract or parcel of land and premises, hereinafter particularly described, situate, lying and being
in the Township of Brick
in the County of Ocean and State of New Jersey

BEGINNING at a point in the northwesterly line of Dock Street
'said beginning point being distant 115 feet on a course south 28
degrees 00 minutes west from the southwest corner of Princeton
Avenue and Dock Street and from said beginning point running (1)
along the northwesterly line of Dock Street south 28 degrees 00
minutes west a distance of 60 feet to the northeasterly corner of
lot #1 thence (2) along the northeasterly line of lot #1 north
55 degrees 34 minutes west a distance of 100 feet to a point; thence
(3) north 29 degrees 14 minutes 31 seconds east a distance of 59.18
feet to the southwesterly corner of lot #6; thence (4) along the
southwesterly line of lot #6 south 55 degrees 58 minutes East a
distance of 98.64 feet to the place of BEGINNING.

BEING part of the same premises conveyed by Gulf Oil Corporation
to Richard E. Farney by deed dated August 10, 1956 and recorded in
the Ocean County Clerk's Office in Book 1784 of Deeds, page 287

and being part of the same premises in which an undivided half interest was conveyed by Richard Farney and Alice Farney his wife, to Kenneth A. Matthews single man by deed dated December 30, 1958 and recorded in the Ocean County Clerk's office in Book 1951 of Deeds, page 234 & c.

The subdivision of the above property was approved by the Brick Township Planning Board on August 7, 1959.

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Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges and advantages, with appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and the profits thereof, and of every part and parcel thereof;

And also, all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the above described premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular, the above mentioned premises, together with the appurtenances, unto the said party of the second part, their heirs and assigns, to their own proper use, benefit and behoof forever.

And the said PARTY OF THE FIRST PART

for themselves, their heirs and assigns, do covenant, grant and agree to and with the said party of the second part, their heirs and assigns, that the said

PARTY OF THE FIRST PART

at the time of the sealing and delivery of these presents, are lawfully seized in fee simple of a good, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all encumbrances, except

NONE

And that the said PARTY OF THE FIRST PART

will Warrant and Forebear Defend the premises hereby conveyed against all persons lawfully claiming the same.

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

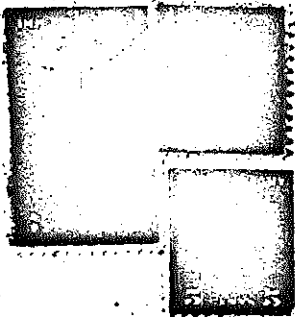
WITNESS:

MARK ADDISON, An Attorney at Law of New Jersey

RICHARD E. BARNEY (L.S.)

ALICE H. BARNEY (L.S.)

KENNETH A. MATTHEWS (L.S.)



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

BOOK 2053 PAGE 135

Be it Remembered, that on this 22nd day of April, before me, in the year of our Lord One Thousand Nine Hundred and Sixty, the subscriber, AN ATTORNEY AT LAW OF NEW JERSEY and KENNETH A MATTHEWS personally appeared RICHARD E. FARNEY & ALICE H. FARNEY, his wife/ single man who, I am satisfied, are the person s mentioned in the within Instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

State of New Jersey, } ss.:
County of

MARK ADDISON, An Attorney at Law of New Jersey

Be it Remembered, that on this day of , before me, in the year of our Lord One Thousand Nine Hundred and the subscriber, personally appeared who, being by me duly sworn on his oath, does depose and make proof to my satisfaction, that he is the Secretary of the

that the party mentioned in the within Instrument, 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 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 thereupon subscribed his name thereto as witness.

Sworn to and subscribed before me, at the date aforesaid.

Deed.

RICHARD E. FARNEY AND ALICE H. FARNEY, his wife and KENNETH A. MATTHEWS, Single man

TO

HARRY HOOPENGARDNER AND HARRIET HOOPENGARDNER, his wife

Dated, March 22, 1960

RECORDED & INDEXED
OF RECORDS CLERK

Ret'd
LAW OFFICE
MARK ADDISON
241-151 St.
LAKEWOOD, N. J.

Photostated
Micro-filmed
Indexed
Abstracted

BOOK 2194 PAGE 136

This Indenture,

Made the 8th day of January, in the year of our Lord
One Thousand Nine Hundred and Sixty-two;

Between ROBERT W. HENDERSON and ALMA A. HENDERSON, his wife, - -

of the Borough - - - - of Lakewood - - - - in the County
of Ocean - - - - and State of New Jersey, - - - -
party of the first part:

And THOMAS P. Mc MULLEN and HAROLD TREMPER, partners, trading as
THOMAS P. Mc MULLEN Co., whose business address is State Highway 70,
North of Laurelton Circle, Bricktown, in the Township of Brick in
the County of Ocean and State of New Jersey, - - - -

party of the second part;

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

- - - - One Dollar (\$1.00) and other valuable considerations, - - - -
lawful money of the United States of America, - - - -
- - - - to them in hand well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is
hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented
and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed,
and by these presents do - give, grant bargain, sell, alien, release, enfeoff, convey and confirm unto
the said party of the second part, and to their heirs and assigns, forever. All that
certain - - - - tract - or parcel - of land and premises, hereinafter particularly
described, situate, lying and being in the Township - - - of Brick, at Laurelton,
in the County of Ocean - - - - and State of New Jersey: - - - -

BEGINNING at a stone at the beginning corner of a tract of land
conveyed by the heirs of A. O. S. Havens to John G. Havens and re-
corded in Deed Book 249, page 111 &c., in the Clerk's Office of - -
Ocean County; thence (1) South 10° 51' East 196.27 feet to the West-
erly line of State Highway Route 70; thence (2) along the same North
27° 36' East 237.90 feet to a point in the second course of the
aforesaid deed; thence (3) along the same South 82° 59' West 148.30
feet to the point and place of BEGINNING. - - - -

BEING the same premises conveyed to the above named Robert W.
Henderson by the deed of Albert Klaus, widower, dated November 2,
1953, and recorded in the Office of the Clerk of the County of Ocean
in Book 1523 of Deeds for said County, on pages 14 &c. - - - -

This conveyance is made subject to any law, ordinance or - -
governmental regulation regulating or controlling the construction,
location and use of buildings and structures on the said premises;
and also subject to restrictions, if any, contained in prior deeds
of record affecting said premises. - - - -

Doc. 2191 No. 137

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof,

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns to the only proper use, benefit and behoof of the said party of the second part, their heirs and assigns forever:

And the said Robert W. Henderson, - - - - -

does for himself and his heirs, executors and administrators covenant and agree to and with the said party of the second part, and their heirs and assigns, that he, - - - the said Robert W. Henderson, is - - - - -

the true, lawful and right owner - of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

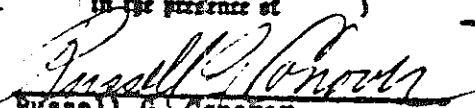
And also that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid; And also, that he, the said Robert W. Henderson, - - - - -

will warrant, secure, and forever defend the said land and premises unto the said Thomas P. - McMillen and Harold Tremper, partners, trading as Thomas P. McMillen Co., and their heirs - - - - -

and assigns, forever, against the lawful claims and demands of all and every person or persons freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

In Witness Whereof, the said party of the first part have hereunto set their hand & seal the day and year first above written.

Signed, Sealed and Delivered }
in the presence of


Russell G. Conover.


Robert W. Henderson. (LS)


Alma A. Henderson. (LS)

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

Be it Remembered, That on this - 3rd - day of January, in the year of Our Lord One Thousand Nine Hundred and Sixty-two, before me, the subscriber, a Master of the Superior Court of New Jersey, personally appeared Robert W. Henderson and Alma A. Henderson, his wife,

who, I am satisfied, are the grantors mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.


Russell G. Conover, a Master of the Superior Court of New Jersey.

Deed.

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

1962 JAN 5 PM 10 19

BOOK 2194 PAGE 133
OF 2194
CLERK
Edward K. King, Jr.

ROBERT W. HENDERSON &
ALMA A. HENDERSON,
his wife,
TO

THOMAS P. Mc MULLEN &
HAROLD TREMPER, Partners,
trading as,
THOMAS P. Mc MULLEN Co.

Dated, January , 1962.

Executed in the Office of
the County of on
the day of A.D.
19 at o'clock, in the noon
and Recorded in Book of DEEDS
for said County, on page

Photostated
Micro-filmed
Indexed
Abstracted

LAW OFFICES
Thomas D. Nary
40 Union Avenue
Manasquan, N.J.

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