



County Search Services

Phone: 800.432.8384 Option 7

Fax: 877.289.7724

www.charlesjones.com

FOUNDATION TITLE, LLC

Reference: 626-240639
Account Number: 389457173
Product Type: MISC. GRANTEE/GRANTOR SEARCH

Please See Attached Findings

Date:	11/23/2024
Search #:	9376029
Search Fee:	\$83.38
Copy Fee:	\$3.50
Misc Fee:	\$0.00
Tax:	\$0.00
Total:	\$86.88



County Search

Search Type: **MISC. GRANTEE/GRANTOR SEARCH**

of Pages : 1

Charles Jones LLC • P.O. Box 8488, Trenton, NJ 08650-0488

Phone: 800 432-8384 Option 7 • Fax 877-289-7724

Client Name: **FOUNDATION TITLE, LLC**

Reference: **626-240639**

Search #: **9376029**

Due to Charles Jones LLC: **11/22/2024**

Copy Preference: **FIRST PAGE, LEGAL, SIGNATURE COPIES**

County of: **MORRIS**

Municipality: **MONTVILLE**

TASS Information -- Y	Client/Supplemental Property Information
Street Address: 5 VAN WINKLE RD	Street Address: 5 VAN WINKLE RD
Block: 176 Lot: 16 Qualifier:	Block: 176 Lot: 16 Qualifier:
Additional Lots :	Additional Lots:
Assessed Owner: SANDY SHELL LLC	Provided Owner:
Deed Book/Page: 24604 / 00129	

Owner/Seller

Buyer

Prior Orders: None Found

System Back Title Information: None Found

Back Title

Prior Search Date: Prior Search Number:

Special Instructions: **DESKTOP CLIENT PLEASE RUN BEHIND DB 5070-87 TO COMPLETE A 60 YEAR FULL SEARCH (RUNNING THRU THE PLANT START DATE);**

Search Fee _____ Copy Fee _____ Total _____

2454-548
2430-239
2360-459
B48-407

BY: DB B48 PG 407 TITLE NO: 9376029
PQ: MUNICIPALITY Mountville BLOCK: 176 LOT: 16
ADDRESS: S Van Winkle Rd.

1	<u>Miriam R. Waxberg Bogert</u>	FROM: <u>3-28-50</u>	TO: <u>3-1-76</u>
2	<u>Irving R. Bogert</u>	FROM: <u>2-22-76</u>	TO: _____
3	_____	FROM: _____	TO: _____
4	_____	FROM: _____	TO: _____
5	_____	FROM: _____	TO: _____

GRANTOR
2360-(459)
2430-(239)

MORTGAGOR
C27-376 *UPA*
w.ing
Ter

OTHER DOCS

0

						TM-		FM-	
	1	2	3	4	5				
Judgments									
Federal Tax Liens									
U.C.C./Secured Transactions									
Construction Liens									
Lis Pendens									
Surrogate's Court									
Inheritance Tax Waiver									

IMPORTANT NOTICE ABOUT SEARCH INFORMATION HEREIN
CHARLES JONES LLC DISCLAIMS ANY AND ALL LIABILITY TO ANY PERSON OR ENTITY FOR THE PROPER PERFORMANCE OF SERVICES REFLECTING THE CONDITION OF TITLE TO REAL PROPERTY. THIS SEARCH WAS COMPILED FROM PUBLIC RECORDS MADE AVAILABLE FROM VARIOUS COUNTY AND MUNICIPAL OFFICES, AGENCIES AND DEPARTMENTS. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES BASED ON COURSE OF DEALING OR USAGE IN TRADE OR ERRORS OR OMISSIONS RESULTING FROM NEGLIGENCE, MIS-INDEXING, MIS-POSTING OR ITEMS THAT ARE AFTER THE EFFECTIVE DATE OF THE SEARCH. THIS IS NOT AN INSURED SERVICE OR A REPORT OF TITLE. EVEN IF THIS SEARCH INCLUDES A "READING" OR EXAMINATION, CUSTOMER MUST EXAMINE THE PRODUCT PRIOR TO ISSUING A REPORT OR COMMITMENT. IT IS CUSTOMER'S SOLE OBLIGATION TO COMPLY WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS IN THE USE OF CHARLES JONES' PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THE UNITED STATES DEPARTMENT OF THE TREASURY, FINANCIAL CRIMES ENFORCEMENT NETWORK, GEOGRAPHIC TARGETING ORDER. THIS DISCLAIMER SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS UNDERSTANDINGS. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE LIABILITY OF CHARLES JONES LLC EXCEED THE SUM OF \$1,000. THE SERVICES ARE EXCLUSIVELY FOR THE CHARLES JONES CLIENT AND NOT FOR THE BENEFIT OF ANY THIRD PARTIES.

BY: DB 2430 PG 239 TITLE NO: 9376029
PQ: MUNICIPALITY Mountville BLOCK: 176 LOT: 16
ADDRESS: 5 Van Winkle Rd.

1 Pennysaver Publishing Co. Inc FROM: 7-21-77 TO: 6-1-78
2 FROM: TO:
3 FROM: TO:
4 FROM: TO:
5 FROM: TO:

GRANTOR
2432-(849) AGT
2454-(548)

MORTGAGOR OTHER DOCS
1590-(450) 6-7-78
1590-(454) 5-17-78

						TM-		FM-	
	1	2	3	4	5				
Judgments									
Federal Tax Liens									
U.C.C./Secured Transactions									
Construction Liens									
Lis Pendens									
Surrogate's Court									
Inheritance Tax Waiver									

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BY: DB 2454 PG 548 TITLE NO: 9376029
PQ: MUNICIPALITY Montville BLOCK: 176 LOT: 16
ADDRESS: 5 Van Winkle Rd.

1 JA-Hill Inc. FROM: 5-1-78 TO: 1-3-86
2 Jay Hill Repairs FROM: TO:
3 FROM: TO:
4 FROM: TO:
5 FROM: TO:

GRANTOR MORTGAGOR OTHER DOCS
1619-90 8-1-83
1888-172 9-15-95
2466-694 4-19-93

						TM-		FM-	
	1	2	3	4	5				
Judgments									
Federal Tax Liens									
U.C.C./Secured Transactions									
Construction Liens									
Lis Pendens									
Surrogate's Court									
Inheritance Tax Waiver									

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This Indenture,

Made the Thirtieth day of March in the year of our Lord
One Thousand Nine Hundred and Fifty

Between WILLIAM H. VAN WINKLE and EDWARD EVERETT VAN WINKLE,
Individually and as the Executors of the Estate of William A.
Van Winkle, Deceased, DOROTHY VAN WINKLE, wife of said William H.
Van Winkle, MARIE VAN WINKLE, wife of said Edward Everett Van Winkle,
ANNA CRON and FREDERICK CRON, her husband and MARTHA JANE McCROME and
JOHN McCROME, her husband

of the First Part:

And

MIRIAM R. WAXBERG-BOGERT

of the Township of Morris of Montville in the County of
Morris and State of New Jersey of the Second Part:

Witnesseth, That the said party of the First Part, for and in consideration of

Eight Hundred (\$800.00) Dollars

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, has 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 her heirs and assigns, forever,
All that certain lot,

tract or parcel of land and premises, hereinafter particularly described, situate, lying and being
in the Township of Morris of Montville in the County of
Morris and State of New Jersey.

BEGINNING at a monument set at the corner of lands of O'Dowd and
the Estate of William A. Van Winkle, deceased, and from said point
running (1) along the lands of said William A. Van Winkle Estate,
South 84 degrees 08 minutes East 100.19 feet to a point in the West-
erly side line of Van Winkle Street; thence (2) along said side line
of Van Winkle Street, North 8 degrees 42 minutes East 91.04 feet more
or less to the Southerly side line of Bloomfield Avenue; thence (3)
along the same, North 75 degrees 18 minutes West 41.54 feet to a
monument, corner of O'Dowd; thence (4) along O'Dowd's line in a
Southwesterly direction 111.34 feet to the point or place of Begin-
ning.

BEING a portion of the same premises conveyed to William A.
Van Winkle by Louis Waldman and wife by deed bearing date August 16,
1897 and duly recorded in the Morris County Clerk's Office in Book
H-15 of Deeds for said County on pages 548 &c.

The said William A. Van Winkle departed this life on or about
May 12th, 1949, having previously made and executed a last will and
testament in and by which he devised his estate to his four children,
William H. Van Winkle, Anna Cron, Edward Everett Van Winkle and
Martha Jane McCrone, and did appoint William H. Van Winkle and

B48-407

Edward Everett Van Winkle the Executors thereof with full power and authority to sell and dispose of any or all real estate of which he may die seized, which will was duly probated and recorded by the Surrogate of the County of Morris.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privilege 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, her heirs and assigns, to the only proper use, benefit and behoof of the said party of the Second Part, her heirs and assigns forever:

And the said parties of the first part for themselves, their heirs, executors and administrators, do covenant, promise and agree to and with the said party of the Second Part, her heirs and assigns, that they have not made, done, committed, executed or suffered any act, matter or thing whatsoever, whereby or by means whereof the above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

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

Signed, Sealed and Delivered
in the Presence of

Edward N. Quayle Jr.
Edward N. Quayle Jr.

William H. Van Winkle (L.S.)
William H. Van Winkle, Individually and
as Executor of William A. Van Winkle

Edward E. Van Winkle (L.S.)
Edward Everett Van Winkle, Individually
and as Executor of William A. Van Winkle

Dorothy Van Winkle (L.S.)
Dorothy Van Winkle

Mario Van Winkle (L.S.)
Mario Van Winkle

Anna Cron (L.S.)
Anna Cron

Frederick Cron (L.S.)
Frederick Cron

Martha Jane McCrone (L.S.)
Martha Jane McCrone

John McCrone (L.S.)
John McCrone



State of New Jersey,
County of MORRIS

Be it Remembered, That on this 31st day of March,
in the year of our Lord, One Thousand Nine Hundred and Fifty before me,
the subscriber, an Attorney at Law, of the State of New Jersey, personally
appeared William H. Van Winkle and Edward Everett Van Winkle, indiv-
idually and as Executors of the Estate of William A. Van Winkle, de-
ceased, Dorothy Van Winkle, wife of William H. Van Winkle, Marie
Van Winkle, wife of Edward Everett Van Winkle, Anna Cron and
Frederick Cron, her husband and Martha Jane McCrone and John McCrone,
her husband.

who, I am satisfied, are the grantor & mentioned in the within Indenture, 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:

Edward A. Quayle Jr.
Edward A. Quayle Jr.
an Attorney at Law of New Jersey.

10733

Deed

WILLIAM H. VAN WINKLE AND
EDWARD EVERETT VAN WINKLE,
Executors of the Estate of William A.
Van Winkle Estate, et als.

TO

MIRIAM R. MAXBERG-BOGERT

Dated, — March 30th, 1950.

Received in the Clerk's Office of
the County of Morris, N. J.,
on the 4th day of April,
A. D. 1950, at 10:20 o'clock in the forenoon,
and Recorded in Book B-48 of DEEDS
for said County, on pages 407 & 0.

E. Curtiss Mott,
Clerk.

Return to:
Mrs. Miriam R. Maxberg-Bogert
Pine Brook
New Jersey

Paid
3.30
.50

3665

RECORDED
INDEXED
CLERK'S OFFICE
MORRIS COUNTY
APR 4 1950

This Deed, made the 23rd day of FEBRUARY 1976

Between

MIRIAM R. WAXBERG-BOGERT

161583

residing at 1880 South Ocean Avenue
in the Town of Hallandale in the County of
Broward and State of Florida herein designated as the Grantors,
And

IRVING R. BOGERT

residing or located at 1880 South Ocean Avenue
in the Town of Hallandale in the County of
Broward and State of Florida herein designated as the Grantees;

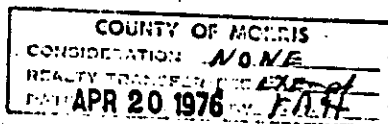
Witnesseth, that the Grantors, for and in consideration of
No dollars.

lawful money of the United States of America, to the Grantors in hand well and truly paid by the
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged, and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and
convey unto the Grantees forever,

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

BEGINNING at a monument set at the corner of lands of O'Dowd and the
Estate of William A. Van Winkle, deceased, and from said point running
(1) along the lands of said William A. Van Winkle Estate, South 84
degrees 08 minutes East 100.19 feet to a point in the Westerly side
line of Van Winkle Street; thence (2) along said side line of Van
Winkle Street, North 8 degrees 42 minutes East 91.04 feet more or
less to the Southerly side line of Bloomfield Avenue; thence (3)
along the same, North 75 degrees 18 minutes West 41.54 feet to a
monument, corner of O'Dowd; thence (4) along O'Dowd's line in a South-
westerly direction 111.34 feet to the point or place of BEGINNING.

BEING the same premises conveyed to the grantor herein by William A.
Van Winkle and Edward Everett Van Winkle, Individually and as the
Executors of the Estate of William A. Van Winkle, Deceased, Dorothy Van
Winkle, wife of said William H. Van Winkle, Marie Van Winkle, wife of
said Edward Everett Van Winkle, Anna Cron and Frederick Cron, her
husband and Martha Jane McCrone and John McCrone, her husband by deed
of March 30, 1950, recorded in the Morris County Clerk's Office on the
4th of April 1950 in Book B-48 at Page 407.



BOOK 2360 PAGE 459

INSTRUMENT REC'D IN DEED

PL
\$1000

Tax exempt

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 Grantors 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 Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

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.

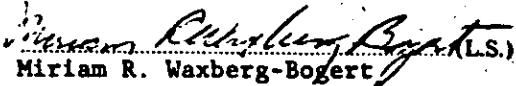
Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

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

Signed, Sealed and Delivered
in the presence of



MARK H. ROCHKIND
Attorney at Law of N. J.


Miriam R. Waxberg-Bogert

(L.S.)

State of New Jersey, County of Essex
that on Feb 21 1976, before me, the subscriber,
an Attorney at Law of New Jersey
personally appeared

Miriam R. Waxberg-Bogert

who, I am satisfied, is the person named in and who executed the within instrument,
and the person she acknowledged that she signed, sealed and delivered the same as
her act and deed, for the uses and purposes therein expressed, and that the full and actual con-
sideration paid or to be paid for the transfer of title to really evidenced by the within deed, as such
consideration is defined in P.L. 1968, c. 49, Sec. 1 (c), is \$ 2200

Prepared by:

Mark H. Rochkind, Esq.



MARK H. ROCHKIND
Attorney at Law of N. J.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

ALL-STATE LEGAL SUPPLY CO
269 Sheffield St., Mountainside, N. J. 07092

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY

COUNTY OF ESSEX

FOR RECORDER'S USE ONLY

Consideration \$ _____
Really Transfer Fee \$ _____
Date _____ By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See instruction #3)

MIRIAM R. WAXBERG-BOGERT

according to law upon ~~her~~ her oath deposes and say that she is the _____ being duly sworn

Grantor

(State whether Grantor, Grantee or Legal Representative, if Legal Representative, specify in what capacity)

in the deed between

MIRIAM R. WAXBERG-BOGERT and IRVING R. BOGERT

Both of 1880 South Ocean Avenue, Hallendale, Broward County, Florida 33009

dated February 23, 1976 and annexed hereto.

(2) OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE (See instruction #4)

Deponent states that he is the _____

(Title of Corporate Officer)

of _____ and that he is fully acquainted with the business of said corporation and knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(3) OFFICER OF TITLE COMPANY OR LENDING INSTITUTION (See instruction #5)

Deponent states that he is the _____

(Title)

_____ participating in the deed transaction herein described and that he knows the actual and full consideration paid or to be paid for the transfer of title to the premises described in the deed annexed hereto.

(4) CONSIDERATION (See instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is Zero

(5) LOCATION OF PROPERTY

Deponent states that the real property transferred by the deed annexed hereto is located in

Township of Montville, County of Morris, State of New Jersey

and _____

(6) EXEMPTION FROM FEE (Complete only if exemption from fee or any part thereof is claimed.)
CHECK APPROPRIATE BLOCK BELOW.

Deponent claims that this deed transaction was exempt from the really transfer fee imposed by c. 49, P.L. 1968 ☒ (See instruction #7) or is exempt from the increased fee imposed by c. 176, P.L. 1975 ☐ (See instruction #8) for the following reason(s): This is a conveyance from a wife to her husband.

Deponent makes affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me

this 27 day of February 1976

Mark H. Rochkind

Miriam R. Waxberg-Bogert
Miriam R. Waxberg-Bogert

MARK H. ROCHKIND
Attorney at Law of N. J.

1880 South Ocean Ave.,
Hallendale, Florida 33009

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.

This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.
ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation, pursuant to N.J.A.C. 18:18-8.12.
TRIPLICATE - Pink copy is your file copy.

BOOK 2360 PAGE 461

RECEIVED

APR 20 12 23 PM '76

Frank P. Hardy
HARRIS COUNTY CLERK

Red

Post Office

MIRIAM R. WAXBURG-BOGERT

TO

IRVING R. BOGERT

Dated February 23, 1976

Record and return to:

RJR
MALOVANY + ROCHKIND
ATTORNEYS AT LAW
7 CLEVELAND STREET
CALDWELL, NEW JERSEY 07006

This Deed, made the 22nd day of July 1977. 34740

Between

Irving R. Bogert and Marion S. Bogert, his wife,

residing at 1880 South Ocean Drive
in the County of Broward and State of Florida of Hallandale in the County of
herein designated as the Grantors,

Pennysaver Publishing Co., Inc., a corporation
of the State of New Jersey,

residing or located at 83 North Beverwyck Road, Lake Hiawatha
in the Township of Parsippany-Troy Hills in the County of
Morris and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantors, for and in consideration of
Forty-Five Thousand (\$45,000.00) Dollars

lawful money of the United States of America, to the Grantors in hand well and truly paid by the
Grantees, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowl-
edged; and the Grantors being therewith fully satisfied, do by these presents grant, bargain, sell and
convey unto the Grantees forever.

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

BEING known as Lot 16, Block 176 on the Official Tax Map of the
Township of Montville, New Jersey.

BEGINNINT at a monument set at the corner of lands of O'Dowd and the
Estate of William A. Van Winkle, deceased, and from said point running
(1) along the lands of said William A. Van Winkle Estate, South 84
degrees 08 minutes East 100.19 feet to a point in the Westerly side
line of Van Winkle Street; thence (2) along said side line of Van
Winkle Street, North 8 degrees 42 minutes East. 91.04 feet more or
less to the Southerly side line of Bloomfield Avenue; thence (3)
along the same, North 75 degrees 18 minutes West 41.54 feet to a monu-
ment, corner of O'Dowd; thence (4) along O'Dowd's line in a South-
westerly direction 111.34 feet to the point or place of Beginning.

BEING the same lands and premises conveyed to Irving R. Bogert, one
of the Grantors herein, by deed from Mariam R. Waxberg-Bogert dated
February 23, 1976 and recorded in the Morris County Clerk's Office
on April 20, 1976 in Deed Book 2360 at Page 459.

RECEIVED

OCT 19 11 36 AM '77

Land R. Healy
MORRIS COUNTY CLERK

COUNTY OF MORRIS	
CONSIDERATION	45,000.00
REALTY TRANSFER TAX	152.50
DATE	OCT 19 1977 BY FAX

10-
Tax Paid
157.50

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 Grantors 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 Grantees and to Grantees' proper use and benefit forever.

And the Grantors covenant that they have not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

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.

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.

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

Signed, Sealed and Delivered
in the presence of

Judith Schauer
Judith Schauer

Irving R. Bogert (L.S.)
Irving R. Bogert

Marion S. Bogert (L.S.)
Marion S. Bogert

State of Florida, County of Broward | ss.: Be it Remembered,
that on July 22, 1977, before me, the subscriber,
a Notary Public of the State of Florida
personally appeared Irving R. Bogert and Marion S. Bogert, his wife,

who, I am satisfied, are the persons named in and who executed 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, and that the full and actual consideration paid or to be paid for the transfer of title to really evidenced by the within deed is \$45,000.00.

Prepared by:
Herbert S. Friend, Esq.

Judith Schauer
Judith Schauer
Notary Public of State of Florida
My Comm. Expires 12/31/80
B. 10001 THE CENTRAL BLDG. CO. INCORPORATED

Deed

Irving R. Bogert and
Marion S. Bogert, His Wife

TO

Pennysaver Publishing Co.,
Inc.

Dated July 22, 1977

RECORD & RETURN:

R.R.

ROSEN & CARODNICK
ATTORNEYS AT LAW
768 ROUTE 10
RANDOLPH, NEW JERSEY 07801

37249

RECEIVED

NOV 4 2 45 PM '77

HOLD HARMLESS AND INDEMNIFICATION
AGREEMENT

[Signature]
NOTARY PUBLIC

WITNESSETH:

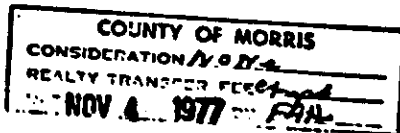
WHEREAS, IRVING R. BOGERT and MARION S. BOGERT, his wife,
are currently owners of premises known as 5 VanWinkle Road,
Montville Township, Morris County, New Jersey;

WHEREAS, the PENNYSAVER PUBLISHING CO., INC., has advised
them that the building located on said property encroaches 3.5
feet onto the adjoining property owned by O'Dowd's Inc.;

WHEREAS, as additional consideration and as an inducement
for the Pennysaver Publishing Co., Inc. to close title to said
property on Wednesday, October 12, 1977, Irving R. Bogert and
Marion S. Bogert, his wife, hereby agree as follows:

1. To hold Pennysaver Publishing Co., Inc. and any sub-
sequent owners or assigns of said property, harmless from any
claims which arise as a result of said encroachment and agree to
defend and save harmless from any and all causes of action as
a result thereof;

2. To indemnify Pennysaver Publishing Co., Inc. or any sub-
sequent owners or assigns of said property, if as a result of
said encroachment, any cost or expenses arise as a result of said
encroachment, including, but not limited to the defense of any
action in a Court of law or otherwise;



INSTRUMENT RECD IN DEED

BOOK 2432 PAGE 843

PAID
10/02
L. E. Ernst

Read in Deed 11/1/77

3. Pennysaver Publishing Co., Inc., and its assigns, shall cooperate with Irving R. Bogert and Marion S. Bogert, his wife, in attempting to solve any problems which do arise regarding said encroachment;

4. As additional inducement for the Pennysaver Publishing Co., Inc. to close title to said property, they represent that the encroachment has existed for a period in excess of seventeen (17) years, and more specifically since the ²¹ day of ^{May} 1960;

5. Irving R. Bogert and Marion S. Bogert, his wife, have agreed to take back a second mortgage on said property as part of the closing transaction, until the Post Office vacates the premises. When said mortgage becomes due, \$2,500.00 of said proceeds shall be placed in an interest bearing account and held in trust by the attorney for Pennysaver Publishing Co., Inc. to be used for settlement of any disputes arising out of the aforementioned encroachment. At the expiration of twenty (20) years from the date as set forth in paragraph 5 hereof, said \$2,500.00, with interest, shall be paid to Irving R. Bogert and Marion S. Bogert, his wife, however, this shall not release Irving R. Bogert and Marion S. Bogert, his wife, from any other part of this agreement.

6. This agreement shall be binding upon the heirs and assigns of Irving R. Bogert and Marion S. Bogert.

IN WITNESS WHEREOF, we have hereunto set our hands and

*a Final decision as to settlement
shall be that of Irving Bogert,
His Heirs or Assigns.*

COX 2432 REC 850

seals this 12th day of October, 1977.

Irving R. Bogert
IRVING R. BOGERT

WITNESS Herbert S. Friend
HERBERT S. FRIEND, An Attorney
at Law of the State of New Jersey

1-N. J. ACKNOWLEDGMENT, IND.

GRVST

ALL-STATE LEGAL SUPPLY CO.
269 SHEFFIELD STREET, MOUNTAINVIEW, N.J. 07092

State of New Jersey.

County of MORRIS

ss.:

Be it Remembered, that on this 12th day of October 1977, before me,
an Attorney-at-Law of the State of New Jersey, the subscriber

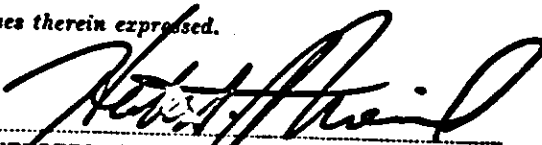
~~CHARLES H. BOGERT~~
personally appeared IRVING R. BOGERT ~~CHARLES H. BOGERT~~

who, I am satisfied, are the persons named in and who executed 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.

Prepared by:
PETER ROSEN, ESQUIRE

R. & .R.: R+R.

ROSEN & CARODNICK
ATTORNEYS AT LAW
768 ROUTE 10
RANDOLPH, NEW JERSEY 07061


HERBERT S. FRIEND, An Attorney-at-
Law of the State of New Jersey

BOOK 2432 PAGE 852

This Deed, made the 4th day of May 19 78,
Between PENNYSAYER PUBLISHING CO., INC.

57822

a corporation existing under and by virtue of the laws of the State of New Jersey
having its principal office at 83 North Beverwyck Road, Lake Hiawatha
in the Township of Parsippany-Troy Hills in the County of
Morris and State of New Jersey herein designated as the Grantor,
And JA-HILL, INC., t/a JAY-HILL REPAIRS

residing or located at 146 Changebridge Road
in the Township of Montville in the County of
Morris and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of
FIFTY-SEVEN THOUSAND TWO HUNDRED and NO/100 (\$57,200.00)---DOLLARS

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the
Grantees forever,

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

BEGINNING known as Lot 16, Block 176 on the Official Tax Map of the
Township of Montville, New Jersey

BEGINNING at a monument set at the corner of lands of O'Dowd and the
Estate of William A. Van Winkle, deceased, and from said point running
(1) along the lands of said William A. Van Winkle Estate, South 84
degrees 08 minutes East 100.19 feet to a point in the Westerly side
line of Van Winkle Street; thence (2) along said side line of Van
Winkle Street, North 8 degrees 42 minutes East 91.04 feet more or
less to the Southerly side line of Bloomfield Avenue; thence (3)
along the same, North 75 degrees 18 minutes West 41.54 feet to a
monument, corner of O'Dowd; thence (4) along O'Dowd's line in a
Southwesterly direction 111.34 feet to the point or place of BEGINNING.

BEING the same lands and premises conveyed to the Grantor herein by
deed from Irving R. Bogert and Marion S. Bogert, his wife, dated
July 22, 1977 and recorded in the Morris County Clerk's Office on
October 19, 1977 in Deed Book 2430 at page 239.

COUNTY OF MORRIS	
CONSIDERATION	57,200.00
REALTY TRANSFER FEE	201.25
DATE	MAY 11 1978
BY	FAH

RECEIVED

MAY 11 11 51 AM '78

Edward R. Haddy
MORRIS COUNTY CLERK

Paul
900
Tax pd 201.25

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 Grantor 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 Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

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.

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.

In Witness Whereof, the Grantor 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.

ATTEST:

PENNYSAVER PUBLISHING CO., INC.

FRANCES R. DE YOUNG Secretary

By: MICHAEL J. KALMUS President

State of New Jersey, County of Morris
that on MAY 4th 1978, before me, the subscriber,
an Attorney-at-Law of the State of New Jersey
personally appeared FRANCES R. DE YOUNG

who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of PENNYSAVER PUBLISHING CO., INC.
the Corporation named in the within instrument;

that Michael J. Kalmus 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 Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness; and that 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. 49, Sec. 1(c), is \$ 57,200.00

Sworn to and subscribed before me,
the date aforesaid.

PETER ROSEN, An Attorney-at-Law
of the State of New Jersey

FRANCES R. DEYOUNG, Secretary

Prepared by:
PETER ROSEN, ESQUIRE

Red

PENNYSAVER PUBLISHING CO., INC.

A corporation of
New Jersey

TO

JA-HILL, INC.

Dated May 4, 1978

RECORD & RETURN TO:

Herbert S. Friend, Esq.
48 Route 46
P. O. Box 621
Pine Brook, N. J. 07058