



Docket# 50520 Type: CAN Pages: 1
James N. Hogan, Gloucester County Clerk
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DOCKET# 33127

Type: MTG
PAGES: 8

JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 22840

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04/25/2003

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21

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The Bank
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JAMES N. HOGAN, COUNTY CLERK

RECORDATION REQUESTED BY:

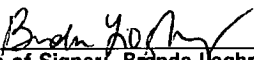
The Bank
Echo Plaza Office
100 Park Ave.
Woodbury, NJ 08096

WHEN RECORDED MAIL TO:

The Bank
100 Park Avenue
Woodbury, NJ 08096

FOR RECORDER'S USE ONLY

This Mortgage prepared by: X


Name of Signer: Brenda Lughry
The Bank

2462510604

MORTGAGE

INDEX. The following index is for convenience purposes only and is not to be used to interpret or to define any provisions of this Security Instrument.

1. DEFINITIONS

- (A) Borrower
- (B) Existing Indebtedness
- (C) Lender
- (D) Note
- (E) Owner
- (F) Property
- (G) Related Documents
- (H) Security Instrument
- (I) Sums Secured

2. OWNER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

3. DESCRIPTION OF THE PROPERTY

4. OWNER'S RIGHT TO MORTGAGE THE PROPERTY AND OWNER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

5. OWNER'S PROMISE TO PAY

6. OWNER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

7. NO CLAIM FOR CREDIT FOR TAXES

8. EXISTING INDEBTEDNESS

- (A) Existing Lien
- (B) Default
- (C) No Modification

9. OWNER'S OBLIGATION TO MAINTAIN HAZARD INSURANCE

10. OWNER'S OBLIGATION TO MAINTAIN THE PROPERTY

11. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE

12. POSSESSION AND USE

13. LENDER'S RIGHT TO INSPECT THE PROPERTY

14. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY

15. CONTINUATION OF OWNER'S OBLIGATIONS AND OF LENDER'S RIGHTS

- (A) Owner's Obligations
- (B) Lender's Rights

16. OWNER'S OBLIGATIONS AND THOSE OF PERSONS TAKING OVER OWNER'S OBLIGATIONS

17. LOAN CHARGES

18. LEGISLATION AFFECTING LENDER'S RIGHTS

19. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

20. LAW THAT GOVERNS THIS SECURITY INSTRUMENT

21. CHOICE OF VENUE

22. OWNER'S COPY

23. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

24. DEFAULT

- (A) Payment Default
- (B) Default on Other Payments
- (C) Compliance Default
- (D) False Statements
- (E) Death or Insolvency
- (F) Events Affecting Guarantor

25. LENDER'S RIGHTS UPON DEFAULT

- (A) Accelerate Payment
- (B) Lender In Possession
- (C) Judicial Foreclosure
- (D) Nonjudicial Sale
- (E) My Payment of Rent
- (F) Deficiency Judgment
- (G) Election of Remedies
- (H) Attorneys' Fees; Expenses

26. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

27. MISCELLANEOUS PROVISIONS

- (A) Amendments
- (B) Merger
- (C) Time is of the Essence
- (D) Waivers and Consents

1. **DEFINITIONS.** The following words are used often in this document. When they are used, they will have the following meanings:

- (A) **Borrower.** HOWARD LATHROP and JANICE LATHROP and all other persons and entities signing the Note will sometimes be called "Borrower".
- (B) **Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Security Instrument.
- (C) **Lender.** The Bank will be called "Lender."
- (D) **Note.** The word "Note" means the promissory note signed by Borrower and dated April 9, 2003 in the original amount of \$35,000.00. This amount is called "principal." The word "Note" includes all renewals of, extensions of, modifications of and substitutions for the promissory note or credit agreement. The interest rate on the Note is 6.990%.
- (E) **Owner.** HOWARD LATHROP and JANICE LATHROP sometimes will be called "Owner" and sometimes simply "I" or "me."
- (F) **Property.** The property that is described in the section titled "DESCRIPTION OF THE PROPERTY" will be called the "Property".
- (G) **Related Documents.** All promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Sums Secured will be called "Related Documents".
- (H) **Security Instrument.** This mortgage document will also be called the "Security Instrument."
- (I) **Sums Secured.** The amounts described below in the section titled "OWNER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY" sometimes will be called the "Sums Secured."

THIS MORTGAGE IS DATED April 9, 2003, BETWEEN HOWARD LATHROP, whose address is 193 HEWITT AVENUE, WILLIAMSTOWN, NJ 08094 and JANICE LATHROP, whose address is 193 HEWITT AVENUE, WILLIAMSTOWN, NJ 08094 (sometimes below will be called "Owner," "Borrower," "I," or "me"); and The Bank, whose address is Echo Plaza Office, 100 Park Ave., Woodbury, NJ 08096 (sometimes below will be called "Lender").

2. **OWNER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY.** I mortgage, grant and convey to Lender the Property, subject to the terms of this Security Instrument, to have and to hold all of the Property to Lender, and to its successors and assigns, forever. This means that, by signing this Security Instrument, I am giving Lender those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who hold mortgages on real property. Those rights that the law gives to lenders who hold mortgages on real property include those rights known as "Mortgage Covenants." I am giving Lender these rights to protect Lender from possible losses that might result if I fail to do any of the following:

- (A) Pay all the amounts that I owe Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (C) Keep all of my other promises and agreements under this Security Instrument.

3. **DESCRIPTION OF THE PROPERTY.** I mortgage, grant and convey to Lender the Property described in (A) through (I) below.

- (A) This Property is located in **GLOUCESTER County, State of New Jersey:**

MONROE TOWNSHIP; BLOCK 146.02, LOT 10; DEED BOOK 1102, PAGE 321 DATED JULY 15, 1965

The Real Property or its address is commonly known as **193 HEWITT AVENUE, WILLIAMSTOWN, NJ 08094.**

- (B) All buildings and other improvements that are located on the Property described in subparagraph (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subparagraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the Property;"
- (D) All rents and royalties from the Property described in subparagraph (A) of this section;
- (E) All mineral, oil and gas rights and profits, water rights and stock that are part of the Property described in subparagraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subparagraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the Property described in subparagraphs (A) and (B) of this section;
- (H) All of the rights and property described in subparagraphs (B) through (G) of this section that I acquire in the future; and
- (I) All replacements of or additions to the Property described in subparagraphs (B) through (I) of this section.

4. **OWNER'S RIGHT TO MORTGAGE THE PROPERTY AND OWNER'S OBLIGATION TO DEFEND OWNERSHIP OF**

INDIVIDUAL ACKNOWLEDGMENT

STATE OF New Jersey)
) SS
 COUNTY OF Gloucester)

BE IT REMEMBERED that on this 9th day of April, 20 03, before me, the undersigned authority, personally appeared **HOWARD LATHROP** and **JANICE LATHROP** who, I am satisfied, are the persons named in the foregoing instrument, and I having first made known to them the contents thereof, they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed. All of which is hereby certified.

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

The Bank

Verna E. Dally
 Verna E. Dally, Loan Operations Officer

[Signature]
 [Notary Public]

RONALD M. GIOVINAZZI
 Notary Public of New Jersey
 Commission Expires 1/2/2005

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ORIGINAL MORTGAGE CANCELLED

DATE: 11/5/09

[Signature]
 SP DEP. CLK. County Clerk