

47781

# This Indenture, MADE THE

*30<sup>th</sup>* day of *January* in the year of our Lord one thousand nine hundred and eighty one,

Between

CHARLES F. FOSTER and DOLORES H. FOSTER, his wife, of  
201 Hunterdon Avenue, Sewell, New Jersey, 08080,

parties of the first part, and

MILES PETROLEUM, INC., a New Jersey corporation, with its  
principal office at Weymouth Road, Rt. 28, Vineland, New Jersey 08360,  
party of the second part.

Whereas, the said parties of the first part

in and by their certain Obligations or Writings obligatory, under their  
seals duly executed, bearing even date herewith, stand bound unto the said party of the second part in  
~~the sum of \$~~ such sum or sums of money as may now or hereafter become due  
and owing to said Miles Petroleum, Inc., by reason of a management fee

~~of the sum of \$~~ arrangement for the sale of motor fuels, or otherwise, from Michael S.  
Foster, son of the said Charles F. & Dolores H. Foster.

This mortgage is given as security for the purpose of assuring said Miles  
Petroleum, Inc., that the said Michael S. Foster will not misappropriate  
any funds belonging to said Company, and also to pay and discharge any  
and all debts arising out of the aforesaid agreement, or by reason of  
purchase made by him.

~~together with interest thereon payable semi-annually at the rate of~~ ~~per cent per annum~~ and  
should pay the taxes assessed upon the premises hereinafter described before the same or any part thereof  
shall become delinquent under the law; and should such taxes, under any present or future law, be pay-  
able on installments, then any such installment of taxes should be paid before the same becomes delinquent,  
and receipts for each such installment should be produced within ten days after such payment; and should  
also pay all other taxes, municipal assessments and charges in the nature thereof which may be laid or as-  
sessed upon the said premises immediately upon their assessment:

Provided, however, and it was thereby expressly agreed, that no credits shall be claimed or allowed on  
the interest above provided because of any taxes paid upon said premises, and that if at any time default  
should be made in payment of interest as aforesaid for the space of ten days  
after any semi-annual payment thereof should fall due, or in the payment of any tax or charge as aforesaid,  
for the space of thirty days after the same shall first become payable, or in such production of tax receipts as  
aforesaid, on or before the days aforesaid, then and in either such case the whole principal debt as afore-  
said should, at the option of the obligee therein named its successor

or Assigns, become due and payable immediately, and payment of said principal  
debt, and all interest thereon, should be enforced and recovered at once, anything therein contained to the  
contrary notwithstanding, as in and by the said recited obligation, and the condition thereof, relation to  
the same being had, may more fully and at large appear.

Now this Indenture Witnesseth, that the said party of the first part, as well for and in consideration of  
the aforesaid debt ~~or sum of \$~~

and for the better securing the payment thereof unto the said party of the second part, its successor  
and Assigns, in discharge of the said obligation

above recited, as for and in consideration of the further sum of one dollar, in specie, well and truly paid to  
the said party of the first part by the said party of the second part, at and before the sealing and delivery  
hereof, the receipt of which one dollar is hereby acknowledged, has granted, bargained, sold, released  
and confirmed and by these presents do grant, bargain, sell, release and confirm, unto the said  
party of the second part, its successors and Assigns, ALL

that certain lot, tract or parcel of land and premises, situate,  
lying and being in the Township of Mantua, County of Gloucester and  
State of New Jersey, and more particularly bounded and described in  
accordance with survey made by William A.K. Conover, L.S., November  
20, 1953, as follows:

BEGINNING at a point in the Southeasterly line of Hunterdon  
Avenue distant 420 feet Northeastwardly from the intersection of the  
Southeasterly line of Hunterdon Avenue with the Northeastery line of

Fairview Avenue, said point being the division line between Lots 1 and 2, Block 35, on plan hereinafter mentioned; thence North 58 degrees East along the Southeasterly line of Hunterdon Avenue 104.65 feet to the Westerly line of Atlantic Avenue; thence South 13 degrees 20 minutes East along the Westerly line of Atlantic Avenue 168.88 feet to a point; thence South 58 degrees West 50.60 feet to a point in the division line of Lots 1 and 2, Block 35, said plan; thence North 32 degrees West along the division line between Lots 1 and 2, Block 35, said plan, at right angles to Hunterdon Avenue, 160 feet to the place of Beginning.

BEING Lot #1, Block 35, Revised Plan of Portion of Map of Sewell.

Witness my hands that we have received,  
without charge, a true copy of this mortgage.

✓ Charles H. Foster  
Mortgagor  
✓ Darius H. Foster  
Mortgagor

Together with all and singular the improvements,

woods, ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in anywise appertaining, and the reversion and remainders, rents, issues and profits thereof.

To Have and to Hold the said hereditaments and premises above granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, its successors, and Assigns, to and for the only proper use and behoof of the said party of the second part, its successors and Assigns forever.

Provided always nevertheless, that if the said parties of the first part for themselves, their heirs, executors, administrators, or Assigns, do and shall well and truly pay, or cause to be paid unto the said party of the second part, its successors or Assigns, the aforesaid debt ~~or any other debt~~

on the day and time hereinbefore mentioned and appointed for the payment thereof, together with interest for the same, in like money, and pay all taxes and charges, and produce said tax receipts, in way and manner hereinbefore specified therefor, without any fraud or further delay and without any deduction, defalcation or abatement to be made for or in respect of any taxes, charges, or assessments whatsoever; that then and from thenceforth, as well this present indenture, and the estate hereby granted, as the said obligation above recited, shall cease, determine and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. And the said party of the first part, for themselves, their heirs, executors, administrators

do covenant and grant to and with the said party of the second part, its successors and Assigns, that the said party of the first part, for themselves, their heirs, executors, administrators, and Assigns, shall not nor will apply for, or claim any deduction, by reason of this mortgage, from the taxable value of the said lands and premises; and that the said party of the second part,

and Assigns, shall and may from time to time, and at all times after default shall be made in the performance of the proviso or condition herein contained, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the above granted and bargained premises, with the appurtenances, without the let, suit, trouble, hindrance or denial of the said party of the first part, for themselves, their heirs, executors and administrators, or Assigns, or of any other person or persons, whatsoever. And it is also further agreed, by and between the parties to these presents, that the said party of the first part shall and will keep the buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire and wind-storm or other hazards as the party of the second part may direct in some safe and responsible Insurance Company, or Companies,

, to be divided as to fire and windstorm and/or supplemental contract as the party of the second part may designate, and assign the policy and certificate thereof to the said party of the second part as collateral security for the payment of the principal and interest aforesaid; and in default thereof, it shall be lawful for the said party of the second part to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the amount of the said bond and obligation, and secured by these presents and payable on demand, with legal interest.

And Provided, also, that in the event of the party of the first part failing to pay the taxes or assessments upon the said mortgaged premises when due, as hereinbefore provided, the party of the second part may pay the same and add the same to the amount of the debt hereby secured, with legal interest, to be recovered therewith.

The party of the first part agree that if default is made in any of the provisions hereof, the rents, issues and profits are, from the time of such default, hereby assigned to the party of the second part,

its successors and Assigns, who shall have the right forthwith thereafter to enter upon and take possession of the said premises and to let the same and receive the rents, issues and profits thereof, applying the same, after deducting all necessary charges and expenses, to the amount which may be due to the party of the second part herein, or in the alternative at its option, upon any such default and upon the institution of any proceedings for the foreclosure hereof, the party of the second part, its successors,

and Assigns, shall have the absolute right to the appointment of a receiver for the rents, issues and profits of said premises without any consideration of the value of the mortgaged premises, or their depreciation from any cause whatsoever, or the solvency of any person or persons liable for the payment of the mortgage debt or any default in the payment of taxes or assessments, or any default in the stipulations and conditions of this mortgage.

It is Further Understood and Agreed by and between the parties to these presents that any act or agreement to be done or performed by the party of the first part shall be construed as a covenant running with the land; and shall be binding upon the heirs and Assigns of the party of the first part hereto as fully as if they had personally made such agreement.

In Witness Whereof, the said party of the first part hereto have hereunto set their hands and seals,

the day and year first above written.

SEALED AND DELIVERED IN THE  
PRESENCE OF

*Small C. W. Foster*

*Charles F. Foster* (SEAL)  
Charles F. Foster

*Dolores H. Foster* (SEAL)  
Dolores H. Foster

STATE OF NEW JERSEY

COUNTY OF

*Gloucester*

ss.

Be it Remembered, that on this *Twenty (30)* day of *January* in the year of our Lord one thousand nine hundred and eighty one, before me,

personally appeared Charles F. Foster & Dolores H. Foster, his wife,

who I am satisfied are the grantor s mentioned in the above deed or conveyance and acknowledged that they signed, sealed and delivered the same as their deed. All of which is hereby certified.

NOTARY PUBLIC  
My Commission Expires April 25, 1982

CHARLES F. FOSTER and DOLORES H. FOSTER, his wife,

To:

MILES PETROLEUM, INC., a New Jersey corporation,

Dated... *January 30* 1981

To Secure...

Premises...

Received in the Clerk's office of the County of Gloucester...

on the 19th day of February...

A. D. 1981, at 3:23 o'clock in the...

after noon, and recorded in Book 935 of Mortgages for said County, on pages 309 &c.

...

*Joseph A. Hoffman*  
Clerk of

*Gloucester*

*100 Bld 113*

*Recorded by: Newton Cassano Esq*

*Mortgage*

RECEIVED  
CLERK'S OFFICE  
FEB 19 PM 3:23  
NOTARY CLERK

of signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

personally appeared

(Name of Officer and Title)

the subscriber,

in the year of our Lord one thousand nine hundred and

Be it Remembered, that on this

day of

before me,

COUNTY OF

STATE OF