

This Indenture, MADE THIS

in the year

April

day of

first

of our Lord one thousand nine hundred and seventy-eight

between ISADORE ESPOSITO and ANN ESPOSITO, his wife of 416 Oak Avenue, Borough of Woodbury Heights, Gloucester County, New Jersey 08097

of the first part, and SALVATORE VASTA and ANNA VASTA, his wife, of 540 Park Avenue, Swedesboro, New Jersey 08085

of the second part:

Witness, the said parties of the first part

in and by their certain obligation or willing or willing a obligatory, under their hands and

seal a duly executed, and bearing even date herewith, stand bound unto the said party of the second

part, in the sum of THIRTY THREE THOUSAND DOLLARS (\$33,000.00) being evidenced

by a note and a bond each in the amount of \$16,500.00 and dated 4/1/78

lawful money of the United States of America, conditioned for the payment, in lawful money as

follows: payable in 120 equal monthly installments \$440.40, with

interest at the rate of 8% per annum on the unpaid balance, and the

balance of such payment to apply upon the principal; the first such

payment being due May 1, 1978, and all due and payable within ten (10)

years from the date hereof.

At the mortgagor's option, provided there is no default in the terms of the within

mortgage, and on the payment of not less than \$7500 on account of the principal in-

debtedness the mortgagor may release the parcel herein described as Tract #1, and

on the payment of not less than \$25,500 on account of the principal indebtedness the

mortgagor may release the parcel herein described as Tract #2, from the lien of this

mortgage, and the mortgagor will execute the necessary release instruments therefor.

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 payable 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 or charges in the nature thereof which may be laid or

assessed upon the said premises immediately upon their assessment.

provided, however, and it was thereby expressly agreed, that no credit should 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 or any installment of principal debt as afore-

said for the space of thirty days after any installment

payment thereof should fall due, or in the payment of any tax or charge as aforesaid, as hereinbefore

provided, or in such production of tax receipts as aforesaid, on or before the days aforesaid, then and

in either such case each and every installment of principal debt remaining due as aforesaid should

at the option of the obligee s therein named, their heirs

or assigns, become due and payable immediately, and payment of each and every installment of

principal debt as aforesaid remaining due, and all interest thereon, should be enforced and recovered

at once, anything herein 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 con-

sideration of the aforesaid debt or sum of THIRTY THREE THOUSAND DOLLARS (\$33,000.00)----

and for the better securing the payment thereof unto the said party of the second part, their heirs

and assigns, in discharge of the said obligations 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 enrolling and delivery hereof, the

receipt of which one dollar is hereby acknowledged, have

released and confirmed, and by these presents do

grant, bargain, sell, release and con-

firm, unto the said party of the second part,

tract s or parcels of land and premises hereinafter particularly described, situate in the Borough

of Paulsboro in the County of Gloucester and State of

New Jersey, bounded and described as follows:

TRACT #1: BEGINNING at the intersection of the center lines of Delaware Street and Washington Street, south 70 degrees 40 minutes west 99.00 feet to a corner to other lands of Michael Lota; thence (2) by the same, South 19 degrees 20 minutes East 37.32 feet to a corner; thence (3) still by the same, and along the southerly edge of a one story brick building, north 70 degrees 40 minutes east 24.05 feet to a corner; thence (4) by the same, north 19 degrees 20 minutes 0.37 of a foot to a corner in the middle of a party wall; thence (5) still along other lands of Michael Lota and along the middle of a party wall, north 70 degrees 40 minutes east 74.95 feet to a corner in the center line of Delaware Street; thence (6) along the center line of said Delaware Street, north 19 degrees 20 minutes west 36.95 feet to the place of beginning.

BEING known as No. 1200 Delaware Street.

ALSO being known and designated as Lot 1, Block 86, on Plate 24 of the Borough of Paulsboro tax map.

TRACT #2: BEGINNING at a corner in Chestnut Street and Adams Street, and runs thence (1) south 14 degrees 40 minutes east 1 chain and 67 links (110.22 feet) to a corner to Lots Nos. 66, 67, 68 and 69; thence (2) south 75 degrees 20 minutes west 1 chain and 50 links (99 feet) to a point in the line of Lot No. 70; thence (3) by the same, north 14 degrees 40 minutes west 1 chain and 67 links (110.22 feet) to a corner in the middle of Adams Street; thence (4) by the same, north 75 degrees 20 minutes East 1 chain and 50 links (99 feet) to the place of beginning.

CONTAINING 0.25 of an acre.

BEING known as Nos. 32, 34, 36 and 38 East Adams Street

ALSO being known and designated as Lot 7, Block 80 on Plate 25 of the Borough of Paulsboro tax map.

BEING the same lands and premises which Salvatore Vasta and Anna Vasta, his wife, and Isadore Esposito and Ann Esposito, his wife, by deed of even date herewith and intended to be forthwith recorded in the office of the Clerk of Gloucester County granted and conveyed unto Isadore Esposito and Ann Esposito, his wife.

Together with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof;

To have and to hold, the said hereditaments and premises above granted, or intended so to be, with the appurtenances, unto the said party of the second part, their heirs and assigns forever.

Provided always, nevertheless, that if the said parties of the first part, their heirs and assigns, do and shall well and truly pay, or cause to be paid, unto the said party of the second part, or to their certain Attorney or Attorneys, their heirs

on the day 3 and time 3 hereinafore mentioned and appointed for the payment thereof, together with interest for the same, in like money, and for all taxes and charges, and production of tax receipts, in way and manner hereinafore specified, 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 hereinafore contained to the contrary thereof notwithstanding.

And the said party of the first part for themselves, their heirs or assigns do covenant and grant to and with the said party of the second part, their heirs

and assigns, that the said party of the first part their heirs and assigns, shall not, nor will apply for, or claim, any deduction, by reason of this mortgage, from the taxable value of the said land and premises; and that the said party of the second part, their heirs 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, their heirs or assigns, or 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 windstorm or other hazards as the party of the second part may direct, in some safe and responsible Insurance Company or Companies, to an amount not less than THIRTY THREE THOUSAND (\$33,000.00) dollars, 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 hereinafore 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, their heirs and assigns, who shall have the right forthwith therefor 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 their option, upon any such default and upon the institution of any proceedings for the foreclosure hereof, the party of the second part, their heirs 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.

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 here to as fully as if they had personally made such agreement.

An witness whereof, the said party of the first part to these presents hath hereunto their hands and seals

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF

(LS) Isadore Esposito
(LS) Ann Esposito

dated the day and year first above written.

SS.

day of

before me,

personally appeared

(Name of Officer and Title)

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 and that
received a true copy of such instrument.

~~Receipt of a true copy of the
within mortgage is hereby
acknowledged.~~

~~Isadore Esposito~~

Ann Esposito

RECEIVED
GLADU. CO. CLERKS OFFICE
1978 APR 26 PM 3:23
JOSEPH J. HOFFMAN, CLERK

Charge, Record and return to
West Jersey Title Agency of
Gloucester County, 52 N. Broad St.
Woodbury, N. J. 08096

2025

ISADORE ESPOSITO, et ux

49

SALVATORE VASTA, et ux

Dated..... April 1 1978

To Secure \$33,000.00

Premises 32-38 E. Adams St. and
1200 Delaware St. Paulsboro, N.J.

Received in the CLERKS office of
the County of..... GLOUCESTER.....

on the... 26th day of... APRIL.

A. D. 19.78 at 3:23 o'clock in

the... after... noon, and recorded in Book...

868 of Mortgages for

said County, on pages.....232 &c

Prepared by
Joseph F. Lisa, Esq.

Joseph F. Lisa, Esq.

~~28 Cooper Street~~

~~Woodbury: N.J. 08096~~

who I am satisfied are the mortgagee and the mortgagor mentioned in the above instrument and acknowledged that they signed, sealed and delivered the same as their act and deed and that they received a true copy of such instrument. All of which is hereby certified.

personally appeared ISADORE ESPOSITO and ANN ESPOSITO, his wife

First day of April. Seventy-eight before me, in the year of our Lord one thousand nine hundred and

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER