

ADGRVST

This Mortgage, made the 29th day of December 19 76 ,

Between EDWIN ADDIS and SHARON A. ADDIS, his wife

residing at Route 1, Box 77, Johnson Road, Sicklerville, New Jersey 08081
XXXXXX XX XXXXXXXXXX

And RAMONA AYRES, widow hereinafter designated as the Mortgagees,

residing or located at Route 6, Box 528, McKinney, Texas, 75069
XXXXXX XX XXXXXXXXXX

Whereas, the said Mortgagors are justly indebted to said Mortgagee, in the sum of
FORTY ONE THOUSAND, FIVE HUNDRED (\$41,500.00)

Dollars,
lawful money of the United States of America, to be paid according to Mortgagors' certain Bond or obligation in the like sum and bearing even date with these presents (the terms, covenants and conditions of which are made a part hereof) and conditioned for the payment of the said sum, lawful money as aforesaid, to the said Mortgagee, on December 29 19 91, and interest thereon, to be computed from December 29, 19 76, at and after the rate of 8 per cent per year, payable in the following manner: to be repaid in accordance with the terms and conditions set forth in Bond bearing even date herewith.

And the said Mortgagors do covenant and agree to pay unto the said Mortgagee, the said sum of money and interest, as mentioned above and expressed in the said Bond or other obligation.

And it is hereby expressly agreed that should any default be made in the payment of the said interest or of any part thereof, on any day whereon the same is made payable as herein expressed, or should any tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, now or hereafter imposed or acquired upon the premises described in this Mortgage, be or become due and payable, and should the said interest or any part thereof remain unpaid and in arrears for the space of fifteen (15) days, or said tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, or any of them, remain unpaid and in arrears for the space of fifteen (15) days, then and from thenceforth, that is to say, after the lapse or expiration of either of the said periods, as the case may be, or should there occur any default by the Mortgagors, in the performance of any other terms, covenants and conditions herein contained, the aforementioned principal sum together with interest and all arrearages of interest thereon, shall, at the option of the said Mortgagee, become and be due and payable immediately thereafter, although the period herein limited for the payment thereof may not then have expired, anything herein contained to the contrary notwithstanding. The said Mortgagee may, at Mortgagee's option, pay such tax, assessment, water rent or other municipal or governmental rate, charge, imposition or lien, in arrears, and the amount so paid shall be added to and become part of the principal sum evidenced by the said Bond or other obligation and secured by this Mortgage, and shall be payable on demand, with interest at 8 %, per year, from the time of such payments.

Now this Indenture Witnesseth, that the said Mortgagors, for better securing the payment of the said sum of money mentioned in the condition of the said Bond or obligation, with interest thereon, and the performance by them of the terms, covenants and conditions herein contained, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to the Mortgagors in hand paid by the said Mortgagee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released,

FOR REL. MTG. PREM. SEC.
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& RECORDED

conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said Mortgagee, forever,

All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being ~~xxxxx~~ partly in the Twp. of Washington in the County of Gloucester and State of New Jersey and partly in the Township of Gloucester, County of Camden and State of New Jersey, bounded and described as follows:

BEGINNING at a point in or near the centre of Johnson Road, corner to land belonging to Albert A. MacTurk and extending thence (1) along the said road, North 39 degrees 13 minutes West, 400.28 feet to a point, corner to Ellis P. Jones' other land; thence (2) along his other land, North 50 degrees 54 minutes East, 1,448.54 feet (passing over a stone on the side of said road) to a stone corner; thence (3) still along his land, crossing Big Lebanon Branch (the boundary line between Gloucester County and Camden County), South 58 degrees 56 minutes East, 292.2 feet to a stone corner; thence (4) still along his land, South 40 degrees 1 minute East, 876.02 feet to a stone corner to same and in line of land belonging to Frank Jones; thence (5) along said Frank Jones' land, crossing a small stream, South 49 degrees 38 minutes West, 350.09 feet to a stone; thence (6) North 39 degrees 37 minutes West, 132 feet to an iron pipe corner in Big Lebanon Branch; thence (7) up Big Lebanon Branch the several courses and distances thereof to an automobile iron housing tube for a corner; thence (8) along land of Albert A. MacTurk aforesaid, South 50 degrees 47 minutes West, 1,175.03 feet (passing over an old stone on the side of said road) to the place of beginning.

CONTAINING 20.1 acres, be the same, more or less.

EXCEPTING THEREOUT AND THEREFROM All the following described tract or piece of land, situate in the Township of Washington, County of Gloucester and State of New Jersey, bounded as follows:

BEGINNING at a point in or near the center of Johnson Road, corner to land belonging to H. L. Hunt and extending thence (1) along the said road, North 39 degrees 13 minutes West, 200.00 feet to a point, corner to Jay J. Ayres land; thence (2) along his land, North 50

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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 said Mortgagors 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 said Mortgagee and to Mortgagee's proper use and benefit forever.

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degrees 52 minutes East, 400.0 feet (passing over a concrete corner on the side of said road) to a concrete corner; thence (3) still along his land, South 39 degrees 7 minutes East, 199.7 feet to a concrete corner; thence (4) along land of H. L. Hunt aforesaid, South 50 degrees 47 minutes West 399.0 feet (passing over an old stone on the side of said road) to the place of beginning. CONTAINING 1.8 acres, be the same, more or less.

BEING the same land and premises which Ramona Ayres, widow, by Deed dated December 24, 1976 and intended to be recorded prior to these presents, granted and conveyed unto Edwin Addis and Sharon A. Addis, his wife, in fee.

THIS MORTGAGE is a first purchase money mortgage, given to secure a part of the consideration set forth in the above mentioned deed.

And the said Mortgagors do covenant with the said Mortgagee that Mortgagors are seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereto unto the Mortgagee, against all lawful claims whatsoever.

Provided always, and these presents are upon this express condition, that if the said Mortgagors shall well and truly pay unto the said Mortgagee, the said sum of money mentioned in the said Bond or obligation, and the interest thereon, at the time and times and in the manner mentioned in the said Bond or obligation, according to the true intent and meaning thereof, then these presents and the estate hereby granted, shall cease, terminate and be void.

And the said Mortgagors, the owners of the land above described, do further covenant and agree to and with the said Mortgagee, that the said Mortgagors will pay in full, all taxes levied or to be levied upon the lands embraced in this Mortgage, and will not claim any credit on or make any deduction from the interest or principal hereby secured, by reason of the payment of any taxes so levied or to be levied during the continuance of the lien of this Mortgage; and upon the breach of this covenant or any part thereof, this Mortgage may become and be due and payable immediately, at the option of the said Mortgagee.

And it is also Agreed, that the said Mortgagors shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, insured against loss or damage against fire and other hazards

by insurers and in an amount approved by the said Mortgagee, and will assign the policy and certificates thereof to the said Mortgagee; and in default thereof, it shall be lawful for the said Mortgagee to effect such insurance, and the premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand, with interest at the rate of 8 % per year, from the time of payment of such premiums.

And the said Mortgagors shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, in good and substantial repair. Failure so to do shall be a default in the terms and conditions of this Mortgage and the Bond or other obligation accompanying same. It shall be lawful for the Mortgagee, upon such default, to enter upon said premises and repair and keep the same in good and substantial repair; and the cost and expense thereof shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand together with interest at the rate of 8 %, per year from the time of payment of such costs and expenses.

And said Mortgagors agree that if default shall be made in any of the aforesaid covenants or conditions, then, in addition to all rights, remedies and recourses permitted by law, the said Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises, and to let the said premises, and receive the rents, issues and profits thereof, and to apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured; and said rents and profits are, in the event of any such default, hereby assigned to the said Mortgagee; and the said Mortgagee shall also be at liberty immediately after any such default, upon proceedings being commenced for the foreclosure of this Mortgage, to apply for the appointment of a receiver of the rents and profits of the said premises, and be entitled to the appointment of such receiver as a matter of right, as security for the amounts due the said Mortgagee, without consideration of the value of the mortgaged premises or solvency of any person or persons liable for the payment of such amounts.

Failure of the Mortgagee, in any one or more instances, to insist upon strict performance by the Mortgagors of any terms, covenants or conditions of this Mortgage, or to exercise any option or election herein conferred, shall not be deemed to be a waiver or relinquishment for the future of any such terms, covenants, conditions, elections or options.

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. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

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.

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

WE HEREBY DECLARE AND ACKNOWLEDGE THAT WE HAVE RECEIVED,
WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

Signed, Sealed and Delivered
in the presence of

Edwin Addis (L.S.)
EDWIN ADDIS

Harry Miller

Sharon A. Addis (L.S.)
SHARON A. ADDIS

RECEIVED
GLOU. CO. CLERKS OFFICE
JOSEPH J. HOFFMAN, CLERK

JAN 3 1977

I AM
7 8 9 10 11 12 1 2 3 4 5 6

To the Register or Clerk
County of

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

Dated: 19

(L. S.)

Signature of Mortgagee hereby certified to
be genuine.

BOOK 836 PAGE 307

Mortgage

EDWIN ADDIS and
SHARON A. ADDIS,
his wife

TO

RAMONA AYRES, widow

Dated December 29 19 76

Received Jan. 3rd AD. 19 77
At 8:30 o'clock A.M.
and recorded in the Clerk's Office
of Gloucester County, at Woodbury,
In book 836 of Mtgs.
page 303&c

President

Attest:

Secretary

(Henry Miller
211 N. Sixth St.
Camden, N.J. 08102)
net
enr

Return to:

METROPOLITAN ABSTRACT CO.
211 N. SIXTH STREET
CAMDEN, N. J. 08102

State of New Jersey, County of Camden ss.: Be it Remembered,
that on December 29, 19 76, before me, the subscriber,

personally appeared Edwin Addis and Sharon A. Addis

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:
Henry Miller, Atty.
211 N. Sixth St.
Camden, N.J. 08102

Henry Miller
HENRY MILLER
ATTORNEY AT LAW OF NEW JERSEY

Joseph J. Hoffman
Em