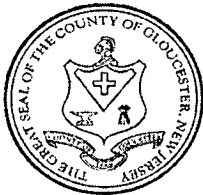


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Gloucester County Recording Data Page Honorable James N. Hogan Gloucester County Clerk 	Official Use Only – Barcode #60 2024 00029719*  Docket: 00029719 Type: CAN Pages: James N. Hogan, Gloucester County Clerk Receipt#: 1192859 02:18:20P Oct 04, 2024 Recording Fee: 20.00
Official Use Only – Record & Return Foundation Title, LLC - Woodbury 57 Euclid Street Woodbury, NJ 08096	Official Use Only – Realty Transfer Fee
Date of Document: 02/07/2024	Type of Document: MORTGAGE CANCELLATION CAN
First Party Name: LARRY CHI NGOK LUI	Second Party Name: UNITED STATES OF AMERICA
Additional Parties: FARM SERVICE AGENCY; UNITED STATES DEPARTMENT OF AGRICULTURE	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book: 14838	Original Page: 86

Docket # 00029719 Oct 04, 2024

Docket: 00038764 Type: MTG Pages: 6
James H. Hosan, Gloucester County Clerk
Receipt #: 576058 02:41:08P Oct 04, 2016
Recording Fee: \$0.00 MB 14838 86

60 2016 00038764

Form Approved - OMB No. 0560-0237
(See Page 5 for Privacy Act and Paperwork Reduction Act Statements)
Position 5

FSA-2029 NJ
(01-10-13)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Service Agency

REAL ESTATE MORTGAGE FOR NEW JERSEY

THIS MORTGAGE ("instrument") is made on SEPTEMBER 23rd, 20 16. The mortgagor is LARRY CHI NGOK LUI ("Borrower")
whose mailing address is 231 ROUTE 54 BUENA
ATLANTIC County, New Jersey 08310

This instrument is given to the United States of America, acting through the Farm Service Agency, United States Department of Agriculture ("Government") located at 1318 S. MAIN ROAD, BLDG. 5, VINELAND NJ, 08360

This instrument secures the following promissory notes, assumption agreements, and/or shared appreciation agreements (collectively called "note"), which have been executed or assumed by the Borrower unless otherwise noted, are payable to the Government, and authorize acceleration of the entire debt upon any default:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
09/23/2016	\$55,567.44	1.250%	09/15/2031
09/23/2016	\$76,179.14	1.250%	09/15/2031
09/23/2016	\$103,422.61	2.125%	09/15/2031

(The interest rate for any limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in Government regulations and the note.)

By execution of this instrument, Borrower acknowledges receipt of all of the proceeds of the loan or loan(s) evidenced by the above note.

This instrument secures to the Government: (1) payment of the note and all extensions, renewals, and modifications thereof; (2) recapture of any amount due under any Shared Appreciation Agreement entered into pursuant to 7 U.S.C. § 2001; (3) payment of all advances and expenditures, with interest, made by the Government; and (4) the obligations and covenants of Borrower set forth in this instrument, the note, and any other loan agreements.

In consideration of any loan made by the Government pursuant to the Consolidated Farm and Rural Development Act, 7 U.S.C. 1921 *et seq.* as evidenced by the note, Borrower irrevocably mortgages, grants and conveys to the Government the following described property situated in the State of New Jersey, County or Counties GLOUCESTER COUNTY

See attached Exhibit A for legal description.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, fixtures, hereditaments, appurtenances, and improvements now or later attached thereto, the rents, issues and profits thereof, revenues and income therefrom, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, or condemnation of any part thereof or interest therein (collectively called "the property"). This instrument constitutes a security agreement and financing statement under the Uniform Commercial Code and creates a security interest in all items which may be deemed to be personal property, including but not limited to proceeds and accessions, that are now or hereafter included in, affixed, or attached to "the property."

Borrower COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the property and that the property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the property against all claims and demands, subject to any encumbrances of record.

This instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform mortgage covering real property.

Initial _____ Date _____

Docket: 00029719 Oct 04, 2024

the property is conveyed to the Government, title shall not merge (unless the Government elects otherwise) and the lien provided under this instrument shall not be affected by such conveyance.

26. **Time is of the essence.** Time is of the essence in the Borrower's performance of all duties and obligations under this instrument.

NON-UNIFORM COVENANTS. Borrower further COVENANTS AND AGREES as follows:

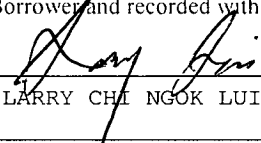
27. **Default; death; incompetence; bankruptcy.** Should default occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the Borrower die or be declared incompetent, or should the Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any debt to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of, and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument and sell the property as prescribed by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

28. **State law.** Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of any action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

29. **Assignment of leases and rents.** Borrower agrees that the assignment of leases and rents in this instrument is immediately effective on the recording of this instrument. Upon default, the Borrower will receive any rents in trust for the Government, and Borrower will not commingle the rents with any other funds. Any amounts collected shall be applied at the Government's discretion first to costs of managing, protecting and preserving the property, and to any other necessary related expenses. Any remaining amounts shall be applied to reduce the debt evidenced by the note(s). Borrower agrees that the Government may demand that Borrower and Borrower's tenants pay all rents due or to become due directly to the Government if the Borrower defaults and the Government notifies Borrower of the default. Upon such notice, Borrower will endorse and deliver to the Government any payments of rents. If the Borrower becomes subject to a bankruptcy, then Borrower agrees that the Government is entitled to receive relief from the automatic stay in bankruptcy for the purpose of enforcing this assignment.

30. **Application of foreclosure proceeds.** The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with this instrument, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all other debt to the Government secured by this instrument, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other debt of Borrower to the Government and (f) any balance to Borrower. If the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this instrument and in any rider executed by Borrower and recorded with this instrument.

 _____ LARRY CHI NGOK LUI	(SEAL)	_____ (SEAL)
_____ (SEAL)		_____ (SEAL)

ACKNOWLEDGMENTS

ACKNOWLEDGMENTS
STATE OF NEW JERSEY

☐

ss.

COUNTY OF CUMBERLAND

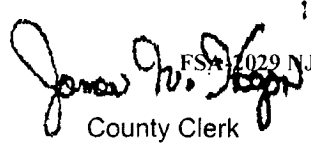
On this 23RD day of SEPTEMBER, 2016, before me personally appeared LARRY CHI NGOK LUI
to be known to me to be the same person whose name is subscribed to the foregoing instrument,
and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and
voluntary act, for the uses and purposes set forth.

My commission expires: 10/17/18


Dawn M. Freeman
NOTARY PUBLIC

ORIGINAL MORTGAGE CANCELLED

DATE: 10/4/24

By 
SP. DEP. CLK.

County Clerk

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a - as amended). The authority for requesting the information identified on this form is the Consolidated Farm and Rural Development Act, as amended (7 U.S.C. 1921 *et. seq.*). The information will be used to determine eligibility and feasibility for loans and loan guarantees, and servicing of loans and loan guarantees. The information collected on this form may be disclosed to other Federal, State, and local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in the applicable Routine Uses identified in the System of Records Notice for USDA/FSA-14, Applicant/Borrower. Providing the requested information is voluntary. However, failure to furnish the requested information may result in a denial for loans and loan guarantees, and servicing of loans and loan guarantees. The provisions of criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0237. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

THE WITHIN MORTGAGE, HAVING BEEN FULLY PAID AND SATISFIED BOTH AS TO PRINCIPAL AND INTEREST THE CLERK OF ATLANTIC COUNTY IS HEREBY AUTHORIZED AND DIRECTED TO CANCEL SAME AS RECORD.

FARM SERVICE AGENCY

[Signature]
BY: SYDNEY GAVINELLI, FARM LOAN OFFICER

DKT # 29719 OCT 4, 2024

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

COUNTY OF CUMBERLAND

ON THIS, FEBRUARY 7, 2024, BEFORE ME PERSONALLY APPEARED SYDNEY GAVINELLI, FARM LOAN OFFICER TO BE KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE INSTRUMENT AS HER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES SET FORTH.

[Signature]
DAWN M. FREEMAN, NOTARY
MY COMMISSION EXPIRE: 10/7/2028
#2306313

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

Initial *[Signature]* Date *9-23-16*