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PAGES:8

E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 847198 09:58:33 AM

09/10/2019
DB 6156 189

Fee:\$ 90.00

DOCUMENT DATE: 08/02/2019

MUNICIPALITY: GREENWICH BLOCK: 164 LOT: 7

PARTIES:

FIRST PARTY-BETTY A GATTUSO
SECOND PARTY-HADDON SAVINGS BANK

RECORD & RETURN TO:
SIMPLIFILE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL
DOCUMENT AS IT CONTAINS IMPORTANT INFORMATION AND
IS PART OF THE PERMANENT RECORD.

GLOUCESTER COUNTY RECORDING DATA PAGE
HONORABLE JAMES N. HOGAN, COUNTY CLERK

RECORD AND RETURN TO:
FOUNDATION TITLE, LLC
57 EUCLID STREET
WOODBURY NJ 08096
213-125949

Record and Return to:
Cahill, Wilinski, Rhodes & Joyce, P.C.
89 Haddon Avenue, Suite A
Haddonfield, New Jersey 08033

ASSIGNMENT OF LEASES, RENTS AND OTHER AGREEMENTS

KNOW ALL MEN BY THESE PRESENTS that **Betty A. Gattuso** ("Assignors"), having an address located at 760 Carter Hill Drive, West Deptford, NJ 08066, hereby absolutely and unconditionally convey, transfer, and assign unto **Haddon Savings Bank**, having a place of business at 201 White Horse Pike, Haddon Heights, NJ 08035, ("Assignee") all of their rights, interests, and privileges now existing or hereafter arising under or in any way relating to the following collateral (the "Collateral") and the Assignors covenant and agree with the Assignee that this Assignment is intended to be and is an absolute and unconditional present assignment from the Assignors to the Assignee:

A. All of the leases now existing or hereafter made for the property or any part thereof known as **207 Swedesboro Road a/k/a Block 164, Lot 7 on the Tax Map of the Township of Greenwich, Gloucester County, New Jersey**, more particularly described in Schedule "A" attached hereto and made a part hereof ("Premises") together with all modifications, extensions or renewals and all guarantees of the Lessees' obligations thereunder and with all rents, income, royalties and profits when becoming due therefrom;

B. All security deposits paid or due under the leases plus all interest which has or was required to have accrued thereon;

C. All books and records of the Assignors or their agents relating to the management, repair, leasing and operation of the Premises including but not limited to all Certificates of Occupancy, licenses, permits, authorizations and approvals required by law and/or issued by any governmental authority with respect to the Premises and all certificates issued by the local board of Fire Underwriters or other bodies of similar jurisdiction and copies of all plans and specifications of the Premises;

D. All other agreements arising from or relating to the utilization or management of the Premises or any equipment, inventory, fixtures or services located thereon or utilized in connection therewith as such agreements may be from time to time modified, extended, renewed or guaranteed together with the proceeds therefrom;

E. Any award involving any of the Collateral made in any bankruptcy, insolvency or reorganization proceedings in any state or federal court.

American Land Title Association

Schedule A

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

LEGAL DESCRIPTION

All that certain tract or parcel of land, situated, lying and being in Greenwich Township, County of Gloucester, and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the Northwesternly edge of the Swedesboro-Billingsport Road, distant Southwestwardly one hundred and fifty (150') from the Westerly corner of Rosenthal Avenue.

(1) by line of lands now or formerly of the grantors North fifty-one degrees and one minute West the distance of two hundred and seventy-five feet to a point for a corner; thence

(2) by other lands of the grantor, South thirty-eight degrees and fifty-nine minutes West, the distance of one hundred and fifty feet to a point for a corner; thence

(3) still by other lands of the grantor, South fifty-one degrees and one minute East, the distance of two hundred and seventy-five feet to the Northwesternly edge of the aforesaid Swedesboro-Billingsport Road; thence

(4) along the said Northwesternly edge of the Swedesboro - Billingsport Road, North thirty-eight degrees and fifty-nine minutes East, the distance of one hundred and fifty feet to the place of beginning.

NOTE FOR INFORMATION:

BEING known as 207 Swedesboro Road, Greenwich Township, Gloucester County, State of New Jersey, Block 164, Lot 7 on the tax map of Greenwich Township.

NOTE FOR INFORMATION: The mailing address of the premises is 207 Swedesboro Road, Gibbstown, NJ 08027.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Fidelity National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

To secure the payment of the principal sum, interest and indebtedness evidenced by a certain Note and secured by a certain Mortgage of even date herewith, all other amounts which Assignor and Assignee may agree are to be secured hereby, with interest thereon at the rate or rates agreed upon; all other obligations of Assignor, its successors or assigns, or any related person under common control with Assignor or controlled by Assignor, to Assignee, whether oral or written, secured or unsecured, direct or indirect, primary or secondary, absolute or contingent, joint or several, which are now due or to become due, and regardless of its nature, together with any such future obligations; all amounts due to Assignee under letters of credit, if any, issued by Assignee related to the Premises; however, the above language shall in no way obligate Assignee to issue any letters of credit; payment of all other sums with interest thereon becoming due and payable to the Assignee under the provisions of this Assignment or of the Mortgage; the performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein or in the Mortgage (all of the aforementioned obligations of the Assignors to the Assignee are hereinafter referred to as the "Obligations").

The Assignment is made pursuant to the following terms and conditions:

1. Until payment in full of all Obligations is made, the Assignee is authorized either in its own name or in the name of the Assignors to do any and all things with reference to the Collateral that the Assignors might or could have done but for this Assignment including the rights:
 - 1.1. To receive, collect and receipt for any and all rents or other payments due under the Collateral, the receipt of the Assignee for such payments to be a full discharge therefore;
 - 1.2. To endorse any warrants, checks, drafts, or other orders which may be payable to the Assignors in connection with the Collateral;
 - 1.3. To file, defend, settle, adjust, compromise all present and future claims arising out of any of the payments due or to become due under the Collateral;
 - 1.4. To enter and take possession of the Premises and to manage and operate the same, to let or relet the Premises or any part thereof, to cancel and modify leases or other agreements and to evict tenants, if necessary;
 - 1.5. To make repairs, additions, improvements or reconstruction of the Premises as the Assignee deems appropriate;
 - 1.6. To obtain insurance of such types and in such amounts as the Assignee shall determine in its discretion;

- 1.7. To pay all taxes, assessments, or governmental charges which may become a lien on the Premises; and/or
 - 1.8. To pay all costs necessary to maintain, protect or otherwise accomplish any of the purposes contained herein and to add such costs to the Obligations.
2. The Assignee shall not be obligated to perform or discharge any obligation or duty undertaken by the Assignors under the Collateral and the Assignors hereby agree to indemnify the Assignee against and to save harmless Assignee from any and all liability arising from the Collateral or from this Assignment. This Assignment shall not place responsibility for the control, care, management and/or repair of the Premises upon the Assignee or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair, and/or control of the Premises resulting in loss, injury and/or death to the Assignors or to any tenant, licensee, employee or other person.
3. The Assignors represent and warrant that:
 - 3.1. They are the lawful owners of all rights under the Collateral and have the right to assign the Collateral and the revenues due or to become due thereunder;
 - 3.2. No other assignment of any interest therein has been made which has not been fully disclosed to the Assignee or released; and
 - 3.3. The Assignors will not cancel, surrender or terminate any of the Collateral, exercise any option which might lead to such termination or change or modify the Collateral or consent to the release of any party liable thereunder without the prior written consent of the Assignee.
4. The Assignors hereby authorize the Assignee to give notice in writing of this Assignment at any time to any tenant or other person having an interest in the Collateral.
5. Violation of any of the covenants, representations and provisions contained herein by the Assignors shall be deemed a default under the terms of the Obligations.
6. The payment and performance in full of the Obligations shall render this Assignment automatically void with respect to the Premises and the Collateral.
7. The net proceeds collected by the Assignee after reimbursement of expenses incurred by the Assignee under the terms of this Assignment shall be applied in reduction of payments due by the Assignors to the Assignee under the Obligations.
8. Any failure or omission to enforce this Assignment for any period of time shall not impair its force or effect or prejudice the rights of the Assignee to enforce it in the future, all of the matters herein contained being strictly discretionary on the part of the Assignee.

Neither the acceptance of this Assignment and the Collateral or the collection of the revenues hereby assigned shall constitute a waiver of any rights of the Assignee under the terms of the Obligations.

9. The Assignors agree to provide the Assignee with all agreements and leases as the Assignee may request from time to time and to execute and deliver such instruments and documents as the Assignee may from time to time reasonably request in order to carry out the provisions and intent of this Assignment.
10. The Assignors will:
 - 10.1. Perform all of the Assignor's Obligations under the Collateral;
 - 10.2. Give the Assignee prompt notice of any default under the Collateral by the Assignors or by a lessee or other obligee under the Collateral;
 - 10.3. Enforce the performance and observance of every condition of the Collateral;
 - 10.4. Not anticipate the rents under any lease for more than thirty (30) days prior to accrual;
 - 10.5. Deliver to the Assignee upon written demand a statement specifying the rents and other income received from the Collateral, the disbursements made for such period and the names of all lessees of the Premises and
 - 10.6. Appear in and defend any action growing out of or in any manner connected with the Collateral or the Obligations of any lessee, guarantor, or other obligee hereunder.
11. Pending and so long as the Assignors are not in default of any covenant or condition imposed upon it by the terms of the within Assignment, the Note, and the Mortgage, all dated even date herewith, the Assignors are hereby granted a revocable license to collect and receive all of the rents.
12. In furtherance and not in limitation of the rights set forth herein, the Assignee as holder of a Mortgage on the Premises, shall have the right to assign all of the Assignee's rights hereunder and all of the Assignor's rights, title, interest and privileges in and to the leases to any subsequent holder of the Mortgage and to assign the same to any person or entity acquiring title to the premises through foreclosure or otherwise.
13. This Assignment may be recorded by the Assignee.
14. Nothing in this Assignment shall be construed so as to render the Assignee a "Landlord" for purposes of the Industrial Site Recovery Act ("ISRA"). To the extent that any

provision herein would render the Assignee subject to the provisions of ISRA, such provisions shall be void, of no effect and severed from the remainder of this Assignment which shall remain in full force and effect.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors and assigns as well as any subsequent purchaser of the Premises.

IN WITNESS WHEREOF and intending to be legally bound, the Assignors have duly executed this Assignment on August 2, 2019.

WITNESS:



Sharon L. Kessler



Betty A. Gattuso

ACKNOWLEDGMENT

STATE OF NEW JERSEY :

:SS

9L COUNTY OF CAMDEN :

Gloucester

8/2 9L

BE IT REMEMBERED that on July 8/2, 2019, before me, the subscriber, a notary public, personally appeared Betty A. Gattuso, who I am satisfied is the person named in and who executed this document and she did acknowledge that she signed, sealed and delivered the same as and for her voluntary act and deed and for the uses and purposes therein expressed.

Witnesseth my hand and seal.



SHARON L. KESSLER
Notary Public of New Jersey
My Commission Expires September 18, 2023

Record and Return to:
Cahill, Wilinski, Rhodes & Joyce, P.C.
89 Haddon Avenue, Suite A
Haddonfield, New Jersey 08033