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E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 1119739 03:01:06 PM

07/07/2023
MB 18043 48

Fee:\$ 200.00

DOCUMENT DATE: 05/09/2023

MUNICIPALITY: MONROE BLOCK: 14701 LOT: 29

PARTIES:

FIRST PARTY-19808 RENOVATIONS LLC
SECOND PARTY-CAMAPLAN FBO S160916-01 IRA

RECORD & RETURN TO:
SIMPLIFILE

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

COLLATERAL MORTGAGE (PURCHASE MONEY)

(This Mortgage Does Not Secure Future Advances)

THIS COLLATERAL MORTGAGE (PURCHASE MONEY)(the "Mortgage"), made this day of 5-4, 2023, by and between, 19808 Renovations LLC, with an address of PO Box 3868 Greenville DE 19807, to CamaPlan FBO S160916-01 IRA having an address at 122 E Butler Avenue, Suite 100 Ambler, PA 19002 ("Mortgagee" or "Lender").

Property Address: o 209 Hewitt Avenue, Williamstown, NJ 08094

BACKGROUND

A. Mortgagor and Mortgagee have entered into a certain Loan Agreement dated the date hereof (such agreement, and any and all amendments, restatements, supplements, or modifications thereto and substitutions therefor, shall be referred to hereinafter as the "Loan Agreement").

B. Pursuant to the Loan Agreement, Mortgagee has agreed to make a loan to Mortgagor in the amount of Seventy Five Thousand Dollars Even and Zero Cents (\$75,000.00) (the "Loan").

C. To evidence the obligations of Mortgagor in connection with the Loan Agreement and the Loan, Mortgagor, among others, has executed and delivered to Mortgagee a Promissory Note in the amount of Seventy Five Thousand Dollars Even and Zero Cents (\$75,000.00) (the "Note") bearing even date herewith, wherein Mortgagor promises to pay to Mortgagee the principal sum of Seventy Five Thousand Dollars Even and Zero Cents (\$75,000.00) lawful money of the United States of America, with interest thereon at the rate and times, in the manner and according to the terms and conditions specified in the Note, all of which are incorporated herein by reference.

D. Capitalized terms not otherwise defined herein shall have the same meanings as such terms are given in the Loan Agreement.

NOW, THEREFORE, in consideration of the indebtedness of Mortgagor to Mortgagee evidenced by the Note, and as security for payment to Mortgagee under the Loan, and as security for Mortgagor's obligations to Mortgagee in this Mortgage, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein and in any other agreements and instruments made and given by Mortgagor to Mortgagee in connection therewith, Mortgagor has granted, conveyed, bargained, sold, aliened, enfeoffed, released, confirmed and mortgaged, and by these presents does hereby grant, convey, bargain, sell, alien, enfeoff, release, confirm and mortgage unto Mortgagee all the certain real estate described in Exhibit "A" attached hereto and incorporated by reference (the "Real Estate");

TOGETHER WITH all of Mortgagor's right, title and interest now owned or hereafter acquired in:

(1) all buildings and improvements now or hereafter erected on the Real Estate (collectively, the "Improvements");

(2) all fixtures, appliances, machinery, furniture and equipment of any nature whatsoever, and other articles of personal property now or at any time hereafter installed in, attached to or situated in or upon the Real Estate or Improvements or used or intended to be used in connection with the Real Estate, or in the operation and maintenance of any Improvements, or any plant or business situate thereon, whether or not the personal property is or shall be affixed thereto; and

(3) all building materials, fixtures, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any Improvements from time to time during the term hereof; and

(4) all leases of the Real Estate or any part thereof, now or hereafter entered into, and all right, title and interest of Mortgagor thereunder, including cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, and further including the right to receive and collect the rents thereunder; and

(5) any and all tenements, hereditaments and appurtenances belonging to the Real Estate or any part hereby mortgaged or intended so to be, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses, and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of the Real Estate over ground adjoining the Real Estate and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to the Real Estate or any part thereof; and

(6) all Mortgagor's rights and interests in all agreements now or hereafter in existence providing for or relating to the construction of any improvements, maintenance, operation or management of the Real Estate or any part thereof, including the plans and specifications therefor, and all copies thereof, (together with the right to amend or terminate the same or waive the provisions of the foregoing), and any amendments, renewals and replacements thereof; to the extent permitted by the relevant authorities, all licenses, permits and approvals for the ownership, construction, maintenance, operation, use and occupancy of the Real Estate and any amendments, renewals and replacements thereof; all rights to sanitary sewer and water E.D.U.'s; all Mortgagor's rights and interest in all warranties and guarantees from contractors, subcontractors, suppliers and manufacturers to the maximum extent permissible relating to the Real Estate or any part thereof; all insurance policies covering or affecting the Real Estate or any part thereof; and

(7) all proceeds of the conversion, voluntary or involuntary, or any of the Real Estate (including without limitation, Mortgagor's equitable interest in the Real Estate) into cash or liquidated claims, including proceeds of insurance, and any and all awards heretofore or hereafter made to Mortgagor by any governmental or other lawful authority for taking or

damaging or affecting the value of any of the Real Estate or any easement therein, including the interest of Mortgagor, if any, in any award for any change of grade of streets, deprivation of use or access, or inverse or de-facto condemnation, which awards are hereby assigned to Mortgagee.

All of the above-mentioned Real Estate, Improvements, fixtures, machinery, furniture, equipment, tenements, hereditaments and appurtenances, and other property interests are sometimes collectively referred to herein as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property hereby conveyed or mentioned and intended so to be, unto Mortgagee, to its own use forever.

PROVIDED ALWAYS, and this instrument is upon the express condition that, if Mortgagor pays to Mortgagee the principal sum mentioned in the Note, the interest thereon and all other sums payable by Mortgagor to Mortgagee and secured hereby, in accordance with the provisions of the Note and this Mortgage, at the times and in the manner specified, without deduction, fraud or delay, and Mortgagor performs and complies with all the agreements, conditions, covenants, provisions and stipulations contained herein and in the Note and the Loan Agreement, then this Mortgage and the estate hereby granted shall cease and become void.

MORTGAGOR REPRESENTS, COVENANTS AND WARRANTS to and with Mortgagee that until the indebtedness secured hereby is fully repaid:

1. Warranty of Title. Mortgagor warrants that it owns fee simple title to the Mortgaged Property, free and clear of all liens, claims, and encumbrances of any kind or nature whatsoever.
2. Payment and Performance. Mortgagor shall pay to Mortgagee, in accordance with the terms of the Note and this Mortgage, the principal and interest, and other sums therein set forth; shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Loan Agreement, the Note and this Mortgage and shall timely perform all of its obligations and duties as landlord under any lease of all or any portion of the Mortgaged Property now or hereafter in effect.
3. Maintenance of Mortgaged Property. Mortgagor shall keep and maintain or cause to be kept and maintained all buildings and improvements now or at any time hereafter erected on the Mortgaged Property and the sidewalks and curbs abutting then, in good order and condition and in a rentable and tenantable state of repair, and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; shall not remove or demolish, or alter the structural character of, any building erected at any time on the Mortgaged Property, without the prior written consent of Mortgagee; and shall not permit the Mortgaged Property to become vacant or deserted. Mortgagor shall not permit any lien or claim to be filed against the Mortgaged Property, or any part thereof.

4. Insurance.

(a) Mortgagor shall keep the Mortgaged Property continuously insured and shall maintain such types of insurance on the Mortgaged Property as Mortgagee may require from time to time. Such insurance shall include the following:

(i) Insurance against loss or damage to the Mortgaged Property by fire, vandalism and malicious mischief and all of the risks covered by insurance now known as "All-Risk Fire and Extended Coverage" in an amount equal to one hundred percent (100%) of the insurable value of the Mortgaged Property, naming Mortgagee as Mortgagee and loss payee. All policies of such insurance shall contain a deductible from the loss payable for any casualty in an amount satisfactory to Mortgagee;

(ii) Comprehensive public liability insurance on an "occurrence basis" against claims for "personal injury," including bodily injury, death and property damage occurring on, in or about the Mortgaged Property or the adjoining streets, sidewalks, passageways, alleys, driveways, easements, vaults or gores, with such limits as may be reasonably required by Mortgagee from time to time. Each policy of such insurance shall contain an endorsement naming Mortgagee as an additional insured;

(iii) Workers Compensation Insurance (including employers liability insurance, if required by Mortgagee) for all employees of Mortgagor employed on or with respect to any of the Mortgaged Property in an amount equal to the higher of the amounts required by Mortgagee or the amounts required by law; and

(iv) Loss of rents coverage.

(b) All policies required by Mortgagee, shall be in form satisfactory to Mortgagee, shall be maintained in full force and effect, shall be assigned and delivered to Mortgagee, with premiums prepaid, as collateral security for payment of the indebtedness secured hereby, shall be endorsed with a standard mortgagee clause in favor of Mortgagee, not subject to contribution, and shall provide for at least thirty (30) days' notice of cancellation to Mortgagee. Certificates of insurance, addressed to Mortgagee, evidencing the insurance coverage referred to in Section 4(a) above may be delivered to Mortgagee in lieu of the policies therefor.

(c) If the insurance, or any part thereof, shall expire, or be withdrawn, or become void or unsafe by reason of Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or if for any reason the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall place new insurance on the Mortgaged Property, reasonably satisfactory to Mortgagee. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least thirty (30) days before expiration of the old policies.

(d) In the event of loss, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee, irrevocably, as Mortgagor's attorney-in-fact to endorse any draft therefor.

(e) Mortgagee shall have the right to retain and apply the proceeds of any such insurance, at its election, to reduction of the indebtedness secured hereby, or to restoration or repair of the Mortgaged Property damaged.

(f) Such policies of insurance and all renewals thereof are hereby assigned to Mortgagee as additional security for payment of the indebtedness hereby secured and Mortgagor hereby agrees that any values available thereunder upon cancellation or termination of any of said policies or renewals, whether in the form of return of premiums or otherwise, shall be payable to Mortgagee as assignee thereof. If Mortgagee becomes the owner of the Mortgaged Property or any part thereof by foreclosure or otherwise, such policies, including all right, title and interest of Mortgagor thereunder, shall become the absolute property of Mortgagee.

5. Taxes and Other Charges. Mortgagor shall pay when due and payable and before interest or penalties are due thereon, without any deduction, defalcation or abatement, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied, or filed at any time against Mortgagor, the Mortgaged Property or any part thereof or against the interest of Mortgagee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale; and if requested by Mortgagee, Mortgagor shall produce to Mortgagee not later than such dates receipts for the payment thereof; provided, however, that if, pursuant to the Loan Agreement or otherwise, Mortgagor shall have deposited with Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, water and sewer rents, charges or claims, and Mortgagor is not otherwise in default, they shall be paid by Mortgagee; and provided further, that if Mortgagor in good faith and by appropriate legal action shall contest the validity of any such item, or the amount thereof, and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or to produce the required receipts while the reserve is maintained and so long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor. Further, Mortgagor will not apply for or claim any deduction, by reason of this Mortgage, from the taxable value of all or any part of the Mortgaged Property. It is expressly agreed that no credit shall be claimed or allowed on the interest payable on the Note because of any taxes or other charges paid.

6. Installments for Insurance, Taxes and Other Charges. Without limiting the effect of Paragraphs 4 and 5 hereof, Mortgagor shall, upon the written request of Mortgagee, pay to Mortgagee, monthly, with the monthly installments of principal and interest, an amount equal to one-twelfth (1/12) of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes, water and sewer rents, any special assessments, charges or claims and any other item which at any time may be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage; and on demand from time to time Mortgagor shall pay to Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by Mortgagee; the amounts so paid shall be security for the premiums and other items and shall be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds to Mortgagee, but interest shall be payable thereon. If pursuant to any provision of this Mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have

the right, in the event of a default, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver may reinstate, the provisions of this paragraph requiring the monthly payments.

7. Existence of Entity. If Mortgagor, the general partner of Mortgagor, or any successor or grantee of Mortgagor is a corporation, it shall keep in effect its existence and rights as a corporation under the laws of the state of its incorporation and its right to own property and transact business in the state in which the Mortgaged Property is situated during the entire time that it has any ownership interest in the Mortgaged Property. For all periods during which title to the Mortgaged Property or any part thereof shall be held by a corporation or association subject to corporate taxes or taxes similar to corporate taxes, Mortgagor shall file returns for such taxes with the proper authorities, bureaus or departments and it shall pay, when due and payable and before interest or penalties are due thereon all taxes owing by Mortgagor to the United States, to such state of incorporation and to the state in which the Mortgaged Property is situated and any political subdivision thereof, and shall produce to Mortgagee receipts showing payment of any and all such taxes, charges or assessments prior to the last dates upon which such taxes, charges or assessments are payable without interest or penalty charges, and within ten (10) days of receipt thereof all settlements, notices of deficiency or over-assessment and any other notices pertaining to Mortgagor's tax liability, which may be issued by the United States, such state of incorporation, the state in which the Mortgaged Property is situated and any political subdivision thereof. If Mortgagor is a limited partnership, it shall keep in effect its existence and rights as a limited partnership under the state of its existence, and its rights and its right to own property and transact business in the state of its existence.

8. Internal Revenue Stamps. If at any time the United States or any department or bureau thereof shall require Internal Revenue stamps on the Note secured hereby, Mortgagor on demand shall pay for them with any interest or penalties payable thereon.

9. Future Taxes. If hereafter any law or ordinance shall be adopted imposing a tax directly or indirectly on Mortgagee with respect to the Mortgaged Property, the value of Mortgagor's equity therein, or the indebtedness evidenced by the Note and secured by this Mortgage, Mortgagee, at its election, shall have the right at any time to give Mortgagor written notice declaring that the principal debt, with interest and other appropriate charges, shall be due on a specified date not less than sixty (60) days thereafter; provided, however, that such election shall be ineffective if, prior to the specified date, Mortgagor lawfully pays the tax (in addition to all other payments required hereunder) and agrees to pay the tax whenever it becomes due and payable thereafter, which agreements shall then constitute a part of this Mortgage.

10. Security Agreement. Mortgagor grants to Mortgagee a security interest in all that property and the proceeds thereof included in the Mortgaged Property which might otherwise be deemed "personal property," which now or at any time hereafter is situated in, affixed to, or used upon the Mortgaged Property or which is purchased with the proceeds of the Note, and all substitutions, accretions, component parts, replacements thereof, and additions thereto, and the proceeds of the foregoing. As used herein, the term "proceeds" shall mean whatever is received when any of the foregoing property in which a security interest has been granted is sold, exchanged, leased, collected, or otherwise disposed of, including cash, insurance proceeds, negotiable instruments and other instruments for the payment of money, chattel paper,

security agreements, other documents, and other non-cash proceeds. Mortgagor hereby consents to the filing and refiling of any financing statements, continuation statements, or other security agreements Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file any instruments for and on behalf of Mortgagor.

11. Compliance with Law and Regulations. Mortgagor shall comply with all laws, ordinances, regulations and orders of all Federal, State, municipal and other governmental authorities relating to the Mortgaged Property.

12. Inspection. Mortgagee and any person authorized by Mortgagee shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

13. Declaration of No Set-Off. Within one (1) week after requested to do so by Mortgagee, Mortgagor shall certify to Mortgagee or to any proposed assignee of this Mortgage, in a writing duly acknowledged, the amount of principal, interest and other charges then owing on the obligation secured by this Mortgage and whether there are any set-offs or defenses against them.

14. Protection of Mortgage Lien. Mortgagor will promptly perform and observe or cause to be performed and observed all terms, covenants and conditions of all instruments of record affecting the Mortgaged Property, or imposing any duty or obligation upon Mortgagor or any occupant or tenant of the Mortgaged Property or any part thereof. Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Property.

15. Required Notices. Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

- (a) a fire or other casualty causing damage to the Mortgaged Property,
- (b) receipt of notice of condemnation of the Mortgaged Property
- (c) receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property,
- (d) receipt of any written notice from any tenant, if any, of all or any portion of the Mortgaged Property,
- (e) substantial change in the occupancy of the Mortgaged Property,
- (f) receipt of any notice from the holder of any lien or security interest in the Mortgaged Property, or
- (g) commencement of any litigation affecting the Mortgaged Property.

16. Condemnation.

(a) In the event of any condemnation or taking of any part of the Mortgaged Property by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the Mortgaged Property by any public or quasi-public authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor may be used by Mortgagor for repair or restoration in accordance with the terms of Section 4(e) above. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval which shall not be unreasonably withheld. Receipt by Mortgagee of any proceeds less than the full amount of the then outstanding debt shall not alter or modify Mortgagor's obligation to continue pay the installments of principal, interest and other charges specified in the Note and herein.

(b) If prior to the receipt of the proceeds by Mortgagee the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive the proceeds to the extent of:

(i) any deficiency found to be due to Mortgagee in connection with the foreclosure sale, with legal interest thereon, and

(ii) reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with collection of the proceeds and the proceedings to establish the deficiency.

(c) If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness secured hereby with interest and other appropriate charges, Mortgagee shall have the right to prosecute to final determination, or settlement, an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee shall be credited against the amounts due under this Mortgage.

(d) Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

17. Completion of Construction. Mortgagor shall complete and, within a reasonable time, shall pay for any construction which is commenced at any time on the Mortgaged Property.

18. No Other Financing or Liens. Without the prior written consent of Mortgagee, Mortgagor shall not lease (except in the ordinary course of business) or create or cause or permit to exist any lien on, or security interest in the Mortgaged Property, including any furniture, fixtures, appliances, equipment, or other items of personal property which are intended to be or become part of the Mortgaged Property, and shall not incur any indebtedness for money borrowed to purchase the Mortgaged Property or any part thereof, other than the indebtedness

secured hereby and the liens heretofore approved by Mortgagee, if any. Any violation of the foregoing limitation, at the option of Mortgagee, shall be deemed an Event of Default hereunder.

19. No Transfer. Without the prior written consent of Mortgagee, which consent may be granted or withheld by Mortgagee in its sole discretion, Mortgagor will abstain from and will not cause or permit, to the extent it may do so, any transfer of a legal or equitable interest in, or title to, the Mortgaged Property or any part thereof, voluntarily or by operation of law (other than by execution on the Note or foreclosure under this Mortgage), or any issuance or transfer of stock in Mortgagor if Mortgagor is a corporation, or of interests in Mortgagor if Mortgagor is a partnership or joint venture, whether by sale, exchange, conveyance, merger, consolidation or otherwise, if such will result in the transfer of control and management of the Mortgaged Property to other than Mortgagor. Any violation of the foregoing limitations, at the option of Mortgagee, shall be deemed an Event of Default hereunder.

20. Hazardous Substances.

(a) Mortgagor has no knowledge or information of: (i) the presence on or under the Mortgaged Property of any "Hazardous Substances" (as defined in paragraph 20(d) of this Agreement), (ii) any spills, releases, discharges, storage or disposal of Hazardous Substances that have occurred or are presently occurring on, onto or under the Mortgaged Property or any properties adjacent thereto, (iii) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring off the Mortgaged Property as a result of any construction, operation or use of, or improvements or conditions on or under the Mortgaged Property, or (iv) any underground storage tanks at the Mortgaged Property.

(b) Mortgagor shall notify Mortgagee immediately if Mortgagor obtains any knowledge or information of or with respect to: (i) any Hazardous Substances on or environmental problem or liability relating to the Mortgaged Property or any property adjacent thereto, or (ii) any lien, action or notice of the nature. In addition, Mortgagor shall immediately notify Mortgagee in writing of (iii) any enforcement, cleanup, removal or other governmental regulatory action instituted, completed or threatened pursuant to any Environmental Laws, (iv) any claim made or threatened by any person against or with respect to Mortgagor, the Mortgaged Property or Mortgagee for or relating to damage, contribution, cost recovery, compensation, loss or injury resulting from (or claimed to result) from any Hazardous Substances, and (v) any reports made to any federal, state or local governmental authority arising out of or in connection with any Hazardous Substances, at or removed from the Mortgaged Property, including without limitation any complaints, notices, warnings or asserted violations in connection therewith.

(c) Mortgagor hereby agrees, unconditionally, absolutely and irrevocably, to indemnify and save, defend and hold forever harmless Mortgagee, and its affiliates, successors and assigns, and the officers, directors, employees and agents thereof, jointly and severally, from, against and in respect of any and all loss, damage, injury, liability, cost or expense of any and every kind whatsoever (including without limitation court costs and reasonable attorneys fees and expenses) which at any time or times may be suffered or incurred, directly or indirectly, as a result of or in connection with:

(i) any inquiry, investigation, demand, charge, claim, cause of action, legal proceedings or lien made, arising out of or resulting from, directly or indirectly, or

in connection with or with respect to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Mortgaged Property into or upon any land, property, the atmosphere, any watercourse, body of water or wetland of any Hazardous Substances;

(ii) any failure of the Mortgaged Property to comply with any Environmental Laws and any legal proceeding or governmental inquiry or investigation relating thereto or resulting therefrom;

(iii) any claim, demand, action, cause of action, legal proceeding or liability relating to, resulting from or in connection with any personal injury or harm, or death, or any property, economic, financial or other damage or injury arising out of, concerning or relating to the presence (whether actual or alleged) of any Hazardous Substances on, under or released from the Mortgaged Property; and

(iv) any breach of the warranties and representations contained in this section.

(d) Where used in this Agreement, the term "Hazardous Substances" shall mean and include all hazardous or toxic substances, wastes or materials, including but not limited to those as now or hereafter defined by or designated in or pursuant to Environmental Laws, and further including without limitation petroleum and its by-products and derivatives hereof, radon, methane gas, asbestos, polychlorinated biphenyls, and other pollutants or contaminants, whether or not naturally occurring.

(e) Mortgagor shall observe and comply with all Environmental Laws and all environmental or other applicable requirements imposed by federal, state and local governmental authorities that affect or pertain to Hazardous Substances or the Mortgaged Property, or any improvements thereon or conditions thereof or thereunder, or any activity conducted thereon or in conjunction therewith and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. Mortgagor shall not use, keep, store, treat or dispose of any Hazardous Substances at or on the Mortgaged Property, whether below, at or above ground or surface level. Mortgagor shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Mortgagor or any tenant or subtenant, the presence of any Hazardous Substance on the Mortgaged Property, and any release of any Hazardous Substance on or from the Mortgaged Property. Mortgagor shall take all actions that are necessary or appropriate to cleanup any Hazardous Substances present on, released from or affecting the Mortgaged Property, including removal, containment or any other remedial action required by applicable governmental authorities or Environmental Laws in full compliance with all applicable Environmental Laws and to the satisfaction of Mortgagee.

(f) The provisions of and undertakings and indemnification set forth in this Agreement shall be independent of and shall survive the satisfaction and release of the Mortgaged Property, and shall continue to be the personal liability and obligation of and binding upon the Mortgagor, forever.

(g) The term "Environmental Laws" shall mean any and all federal, state or local environmental laws, ordinances, rules, regulations, administrative or judicial orders, or other environmental requirements.

21. Site Assessment.

(a) If an Event of Default shall occur, Mortgagor shall permit such persons (collectively, the "Site Reviewers") as Mortgagee may select, in connection with Mortgagee's consideration of enforcement or preservation of rights under this Mortgage, the Note or any of the related documents, to visit the Mortgaged Property and perform such reasonable environmental site investigations and assessments (collectively, the "Site Assessments") on its property for the purpose of determining whether there exists on its property any environmental condition which could result in any liability, cost or expense to the owner or occupier thereof relating to Hazardous Substances. Such Site Assessments may include both above and below the ground testing for environmental damage or the presence of Hazardous Substances and such other tests as may be necessary to conduct the Site Assessments in the opinion of the Site Reviewers. Mortgagor will supply to the Site Reviewers such historical and operational information, including the results of all samples sent for analysis, correspondence with official bodies, and previous environmental audits or environmental reviews regarding its property as are within its possession, custody or control or which are reasonably available to it and which may be reasonably requested by the Site Reviewers to facilitate the Site Assessment and will make available for meetings with the Site Reviewers appropriate personnel employed by Mortgagor having knowledge of such matters. The cost of performing all Site Assessments shall be paid by Mortgagor within five (5) days after demand by Mortgagee, together, if such amount shall not have been paid within such five (5) days, with interest thereon at the rate of three percent (3%) per annum above the highest rate from time to time as set forth in the Note, or fifteen percent (15%) per annum, whichever is greater, from and after such fifth day until paid.

(b) At such other times, and as often as Mortgagee may reasonably request, Mortgagor will make available to Mortgagee or its representatives, at Mortgagor's offices, such historical and operational information, including the results of all samples sent for analysis, correspondence with official bodies, previous environmental reviews and non-privileged environmental reviews and environmental audits conducted after the date of this Mortgage, regarding its property as are within its possession, custody or control or which are reasonably available to it and which may be reasonably requested by Mortgagee or its representatives and will make available for meetings with Mortgagee or its representatives appropriate personnel employed by Mortgagor having knowledge of such matters.

22. Events of Default. The following shall constitute "Events of Default" hereunder.

(a) Failure of Mortgagor to pay any installment of principal or interest, or any other sum due pursuant to the terms of this Mortgage when it is due under the Note or this Mortgage.

(b) Mortgagor's nonperformance of or noncompliance with any of the agreements, conditions, covenants, provisions or stipulations contained in the Note or in this Mortgage, or in any other document securing the Note.

(c) The commencement by the Mortgagor of a voluntary case under the Federal Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, reorganization, rehabilitation or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Mortgagor or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of the Mortgagor generally to pay its debts as such debts become due, or the taking of corporate action by the Mortgagor in furtherance of any of the foregoing.

(d) The entry of a decree or order for relief by a court having jurisdiction in the Mortgaged Premises in respect of the Mortgagor in an involuntary case under the Federal Bankruptcy Code as now or hereafter constituted, which is not discharged within sixty (60) days or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Mortgagor or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs.

(e) The occurrence of any other event of default as defined in the Loan Agreement or the Note.

23. Remedies.

(a) Upon the happening of any Event of Default, then the entire unpaid balance of the principal, the accrued interest and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand.

(b) When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of any Event of Default, or otherwise, then forthwith:

(i) Foreclosure. Mortgagee may institute an action of Mortgage Foreclosure against the Mortgaged Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the Note, together with all other sums due by Mortgagor in accordance with the provisions of the Note and this Mortgage, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, insurance or repairs to the Mortgaged Property, all costs of suit, together with interest at such rate on any judgment obtained by Mortgagee from and after the date of any Sheriff's sale until actual payment is made by the Sheriff of the full amount due Mortgagee, and an attorney's commission for collection which shall be five percent (5%) of the total of the foregoing sums, but not less than One Thousand Dollars (\$1,000.00);

(ii) Possession. Mortgagee may enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary, collect therefrom all

rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expense, apply the net rentals to any or all of the following in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of any sums due for taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, and on account and in reduction of the principal or interest, or both, hereby secured; and for that purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases or rights to use and occupation of the Mortgaged Property hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals.

(c) Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note and this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of Mortgage Foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

(d) Any real estate sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note or this Mortgage, or pursuant to any other judicial proceedings under the Mortgage, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion, may elect.

24. Rights and Remedies Cumulative.

(a) The rights and remedies of Mortgagee as provided in this Mortgage and in the Note and in the warrants attached thereto or contained therein shall be cumulative and concurrent; may be pursued separately, successively or together against Mortgagor or against the Mortgaged Property, or both, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

(b) Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or of the Note shall not be deemed to be a waiver of any of the terms or provisions of the Mortgage and Note, and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

(c) Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Mortgage or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Mortgage or Note without first having obtained the consent of Mortgagor or such other

person; and in the latter event Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

(d) Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.

(e) For payment of the indebtedness secured hereby Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

25. Mortgagor's Waivers. Mortgagor hereby waives and releases:

(a) all errors, defects and imperfections in any proceeding instituted by Mortgagee under the Note and/or this Mortgage or both,

(b) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment, and

(c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise of any option under the Note or this Mortgage.

26. Counsel Fees. If (a) Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Property or title thereto, the lien created by this Mortgage or Mortgagee's interest therein, or (b) Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of this Mortgage or the Note, or (c) Mortgagee engages counsel in connection with any bankruptcy or other insolvency proceeding involving Mortgagor, the Mortgaged Property, the Note, the Mortgage or any other documents related hereto, Mortgagee's costs, expenses and reasonable counsel fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor, on demand, with interest at the rate of three percent (3%) per annum above the highest rate as from time to time set forth in the Note or thirteen percent (13%) per annum, whichever is greater, and until paid they shall be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

27. Communications. All communications required under this Mortgage or the Note shall be in writing, and shall be sent by registered or certified mail, postage prepaid, addressed to Mortgagor or Mortgagee, as the case may be, at their respective addresses set forth in the heading of this Mortgage, or at such other address as the addressee may hereafter designate in writing.

28. Covenant Running with the Land. Any act or agreement to be done or performed by Mortgagor shall be construed as a covenant running with the land and shall be

binding upon Mortgagor and its successors and assigns as if they had personally made such agreement.

29. Advance Money Mortgage; Other Obligations Secured. The proceeds of the Note shall be disbursed, advanced and repaid from time to time on and after the date hereof in accordance with the terms and conditions of the Note and the Loan Agreement. Without limiting anything contained in Paragraph 30 or any other provision hereof, this Mortgage secures Mortgagor's obligation to repay all advances of principal under the Note made at closing under the Loan Agreement or thereafter at any one time outstanding and all interest, late charges, fees and other amounts due under this Mortgage and, in addition thereto, (a) any and all advances made or costs incurred by Mortgagee for the payment of taxes, assessments, maintenance charges, insurance premiums, and Site Assessments, (b) any and all costs incurred of the protection of all or any part of the Mortgaged Property or the lien of this Mortgage, and (c) any and all legal fees, costs and other expenses incurred by Mortgagee by reason of any Event of Default under Paragraph 21 or otherwise in connection with the Loan. All such advances shall be entitled to the lien property and all of the benefits provided under applicable New Jersey Lien Law. Without limiting the generality of any other provision hereof, including the provisions of Paragraphs 29 and 30 hereof, this Mortgage shall be entitled to the lien priority and all of the benefits of an "Closed-End Mortgage" under applicable New Jersey Lien Law.

30. Mortgagee's Right to Remedy Defaults and Make Other Advances. If Mortgagor shall fail to pay corporate taxes, real estate or other taxes, assessments, water and sewer rents, charges and claims, or insurance premiums, or fail to make necessary repairs or perform any maintenance on the Mortgaged Property, permit waste, or fail to perform any other obligation hereunder that may affect the Mortgaged Property, then Mortgagee, at its election and without notice to Mortgagor, shall have the right to make any payment or expenditure and to take any of the foregoing actions, or any other action which Mortgagor should have made or taken, or which Mortgagee deems advisable to protect the Mortgaged Property or the security of this Mortgage, without prejudice to any of the Mortgagee's rights or remedies available hereunder or otherwise, at law or in equity. All such sums and all costs advanced by Mortgagee pursuant to this Mortgage, shall be due immediately from Mortgagor to Mortgagee, shall (without limiting anything contained in Paragraph 29 or any other provision hereof) be secured hereby, and shall bear interest at the rate of the lesser of twenty-four percent (22%) per annum OR maximum rate allowed by Pennsylvania law, whichever is greater, from the date of payment by Mortgagee until the date of repayment.

31. Purchase Money Mortgage. If the indebtedness secured hereby has been incurred to acquire the Mortgaged Property or any portion thereof, this Mortgage shall constitute a purchase money mortgage within the meaning of the term as defined in the Pennsylvania Lien Priority Law, as amended.

32. Amendment. This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

33. Applicable law. This Mortgage shall be governed by and construed according the laws of the State of New Jersey.

34. Construction. Whenever used in this Mortgage, unless the context clearly indicates a contrary intent:

(a) The word "Mortgagor" shall mean the person who executes this Mortgage and any subsequent owner of the Mortgaged Property and his respective heirs, executors, administrators, successors and assigns;

(b) The word "Mortgagee" shall mean the person specifically named herein as "Mortgagee" or any subsequent holder of this Mortgage;

(c) The word "Person" shall mean individual, corporation, partnership or unincorporated association;

(d) The use of any gender shall include all genders;

(e) The singular number shall include the plural and the plural the singular as the context may require;

(f) If Mortgagor be more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights and benefits made or given by Mortgagor shall be joint and several, and shall bind and affect all persons who are defined as "Mortgagor" as fully as though all them were specifically named herein wherever the word "Mortgagor" is used.

35. Captions. The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

36. Access. Borrower will grant Lender full access to Collateral until the Loan is repaid.

37. Lender Requests. Borrower shall respond to all reasonable requests by Lender within 24-48 Hours.

IN WITNESS WHEREOF, Mortgagor, intending to be legally bound hereby, has duly executed this Mortgage, under seal, the day and year first above written.

WITNESS

19808 Renovations LLC by Eric Marshall,
managing member

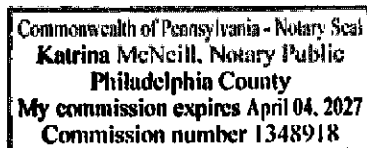
STATE OF :

: SS

COUNTY OF :

On this day of May 9, 2023, before me, a notary public, the undersigned officer, Katrina McNeill personally appeared Eric Marshall, managing member of 19808 Renovations LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Katrina McNeill
Notary Public

EXHIBIT "A"

The property consists of the land and all the buildings and structures on the land, in the Township of Monroe, County of Gloucester and State of New Jersey. The legal description is:

BEGINNING at an iron pipe at the intersection of the center line of Mildred Avenue (50 feet wide) and the former center line of Hewitt Road (now 33 feet wide); thence (1) along the former center line of Hewitt Road South 67 degrees 20 minutes West 225.00 feet to a nail; thence (2) along the Easterly line of lands now or formerly of Albert O. Banse North 19 degrees 25 minutes West 229.32 feet to a point, having crossed over a concrete monument situated 23.04 feet from the beginning of this course; thence (3) along the Southerly line of lands now or formerly of Albert O. Banse North 67 degrees 20 minutes East 225.00 feet to a nail in the center line of Mildred Avenue, having crossed over an iron re-bar situated 26.04 feet from the terminus of this course; thence (4) along the center line of Mildred Avenue South 19 degrees 25 minutes East, 229.32 feet to the point and place of beginning.

CONTAINING 0.9454 acres exclusive of roadway.

FOR INFORMATION ONLY: Being Lot 29 in Block 14701 on the Official Tax Map of the Township of Monroe, County of Gloucester and State of New Jersey.

Being the same premises which Frank Charles Walston, Jr. and Elizabeth Walston, his wife; Ursula Mary Driscoll and Joseph Driscoll, her husband; and Patricia Ann Drown & Gary Drown, her husband, by Frank Charles Walston, Jr., their attorney in fact by Warranty Deed dated September 16, 1986 and recorded October 7, 1986 in the Clerk/Register's Office of Gloucester County, in (book) 1558 / (page) 908, conveyed unto Carl F. Walston, single man, in fee.

Being also known as 209 HEWITT AVENUE, Williamstown, NJ 08094

Situate in the County of Gloucester, State of New Jersey.

For Informational Purposes Only:

Property Type:	Single Family Residence
Address:	209 HEWITT AVENUE Williamstown, NJ 08094
County:	Gloucester
Tax Account No.:	Block 14701 Lot 29