

**CITY OF WOODBURY
RCA HOME IMPROVEMENT PROGRAM
MORTGAGE**

This Mortgage is made and dated April 23 2007 between

OWNER

Evelyn Nieves
22 Harrison Street
Woodbury, New Jersey 08096



Docket# 30618 Type: MTG Pages: 3
James N. Hogan, Gloucester County Clerk
Receipt#: 29479 03:03:39 P.M. 05/17/2007
Recording Fee: \$.00 MB 10588 234

And the

PROGRAM

City of Woodbury
RCA Home Improvement Program
33 Delaware Street
Woodbury NJ 08096

The words "OWNER" and "PROGRAM" include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lender and (b) anyone who takes this Mortgage by transfer or assignment.

1. **NOTE:** The OWNER is borrowing the sum of (\$25,504.00) twenty five thousand five hundred four dollars and zero cents from the Lender. In return for this loan, the OWNER has signed a Mortgage Note dated April 23, 2007 (the "Note").

2. **MORTGAGE AS SECURITY:** The purpose of this Mortgage is to give the PROGRAM security for the payment of the principal under the terms of the Note. The OWNER mortgages, grants and conveys to the Lender all of the land, buildings and other improvements (now, or in the future erected) at 22 Harrison Street in the City of Woodbury, County of Gloucester, and State of New Jersey, the legal description of which is:

Block 78 Lot 2 as shown on the Official Tax Map of the City of Woodbury, Gloucester County, New Jersey.

This Mortgage was prepared by:

Virginia Horn
Print or Type Name

Virginia Horn
Signature

3. SUBORDINATE MORTGAGE(S): This property is also subject to additional liens identified at the time of the signing of this Mortgage.

4. MORTGAGE VOID ON FULL PAYMENT: When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end. On payment or forgiveness of the principal under the terms of the Note, the PROGRAM shall execute a cancellation of this Mortgage.

5. PROMISES OF BORROWER: The OWNER agrees to these terms:

(a) The OWNER shall comply with all of the terms of the Note and this Mortgage.

(b) The OWNER owns and has the right to mortgage the Property to the Lender. The OWNER shall defend this ownership against all claims.

(c) The OWNER shall pay all real estate taxes, assessments, water and sewer charges, and all other charges against the Property when due.

(d) The OWNER agrees to pay or satisfy the principal when title to the Property improved with Loan Funds is transferred to another party or the Property is vacated, under the terms of the Note. In the event of the death of the Mortgagor, the loan shall be due and payable, at the time of death, unless the persons inheriting the Property are income eligible and personally occupy the rehabilitated property.

(e) The Owner warrants that he or she is entitled to the benefits of financial assistance offered in the form of a Deferred Payment Loan, based on the income standards set forth in the Policies and Procedures Manual for the City's RCA Home Improvement Program.

(f) The OWNER shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require. The insurance company, agent or broker, amounts of coverage and forms of all policies must be acceptable to the Lender.

(g) The OWNER shall keep the Property in good repair and shall not damage, destroy, or abandon the Property.

(h) This Mortgage is a lien of the Lender against the Property for the payment of the Note. Except for the First Mortgage, the OWNER shall not allow any superior lien against the Property.

(i) The OWNER shall pay all payments due on all liens on the property and not violate any term of any other Mortgage.

6. NOTICES : All Notices under this Mortgage must be in writing by personal delivery, or certified mail, return receipt requested.

7. MORTGAGE BINDING ON SUCCESSORS: This Mortgage is binding on the OWNER, his or her heirs, and personal representatives.

8. SIGNATURES: The OWNER agrees to this Mortgage by signing below. If the Borrower is a corporation, this Mortgage is signed by its proper corporate officers and its corporate seal is affixed.

The Borrower has received a true copy of this Mortgage without charge.

Enfa Mino (Seal)

_____ (Seal)

_____ (Seal)

WITNESSED OR ATTESTED BY

Lisa J. Leech
Lisa J. Leech

State of New Jersey

County of Gloucester)

BE IT REMEMBERED, that on this 23 day of April, 2007
before me, the subscriber, a Notary Public of the State of New Jersey personally appeared
Evelyn Nieves who I am satisfied
(is) (are) the Mortgagor(s) mentioned in the within instrument and thereupon signed this
document. This(ese) person(s) acknowledged signing, sealing and delivering this
document as (their) (his) (her) own voluntary act and deed for the uses and purposes
therein expressed.

therein expressed.

Lorraine Robert

LORRAINE ROBERTS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 10, 2007

**NOTARY PUBLIC or ATTORNEY
STATE OF NEW JERSEY**

TO THE REGISTER OR CLERK,
County:

This Mortgage is fully paid and satisfied.

I authorize you to cancel it of Record.

Lender:

I certify that the Lender's signature is genuine.

mortgage