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PAGES:7

E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 1178118 01:01:36 PM

07/03/2024
MB 18410 244

Fee:\$ 80.00

DOCUMENT DATE: 06/27/2024

PARTIES:

FIRST PARTY-LEGACY TREATMENT SERVICES INC
SECOND PARTY-STATE OF NEW JERSEY DEPARTMENT OF HUMAN SER

RECORD & RETURN TO:
ERECORDING PARTNERS NETWORK

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:
 Surety Title Company, LLC
 11 Eves Drive, Suite 150
 Marlton, NJ 08053

16745-85J

MORTGAGE
(Project Number _____)

THIS MORTGAGE ("Mortgage") made as of this 27th day of June, 2024 between the mortgagor, Legacy Treatment Services, Inc., a New Jersey nonprofit corporation, ("Mortgagor") with an address at 1289 Route 38 West, Suite 203, Hainesport, New Jersey 08036, and the mortgagee, the State of New Jersey, Department of Human Services, Division of Mental Health and Addiction Services ("Mortgagee"), with an address at 5 Commerce Road, P.O. Box 362, Hamilton, New Jersey 08625-0362.

WHEREAS, Mortgagor is indebted to Mortgagee in the sum of Seventy Thousand Nine Hundred Sixty-Two and 00/100 (\$70,962.00) Dollars, which indebtedness is evidenced by a Promissory Note of even date with this Mortgage and by a certain Capital Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community Based Facilities dated June 27, 2024 (herein referred to as the "Agreement"), the terms of which Agreement are incorporated herein by reference and made a part hereof;

WHEREAS, pursuant to Sections 5 and 8 of the Agreement, Mortgagor has agreed that it may be required to pay to Mortgagee an amount that exceeds the amount stated in the Promissory Note executed on the same date herein.

THEREFORE, to secure the indebtedness of \$70,962.00 lawful money of the United States plus any additional amount that may become due and owing to Mortgagee pursuant to the terms of the aforesaid Agreement, to be paid in accordance with the aforesaid Agreement, the Mortgagor does hereby mortgage the following described property ("Mortgaged Premises") located in the Mullica Hill (Township of Harrison), County of Gloucester, State of New Jersey, and more particularly described in Exhibit A annexed hereto and made a part hereof, the Mortgaged Premises

being designated as Block 33, Lot 9.11, on the tax map of said municipality, and having a street address of 317 Clems Run ROad, Mullica Hill, New Jersey 08062.

Being the same premises acquired by Mortgagor by deed of even date from David DeBear, as Grantor, which deed is to be recorded with the Clerk of Gloucester County simultaneously with the recording of the within Mortgage.

Upon default by Mortgagor in the performance of any term, provision or requirement of the Agreement, as same may be amended or modified from time to time, or upon no-fault termination of said Agreement pursuant to Section 8.01 thereof, the entire amount of this Mortgage shall upon demand, at the option of Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor's default or upon no-fault termination of the Agreement, Mortgagee may exercise other options as set forth in Section 5.02 of the Agreement, as same may be amended or modified from time to time.

Mortgagor agrees that if default shall be made in any term, provision or requirement of the Agreement, as same may be amended or modified from time to time, Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said Mortgaged Premises and to operate same in accordance with the aforesaid Agreement.

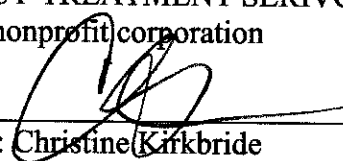
Mortgagor shall keep the building or buildings and improvements now on said Mortgaged Premises, or that may hereafter be erected thereon, in good and substantial repair and insured, and, upon failure to do so, the whole indebtedness secured and represented by this Mortgage and the Promissory Note accompanying same shall, at the option of Mortgagee, become immediately due and payable; and also Mortgagee may enter upon the Mortgaged Premises and repair and keep in repair the same, or insure same, and the expense thereof shall be added to the sum secured hereby.

In the event that the Mortgaged Premises is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

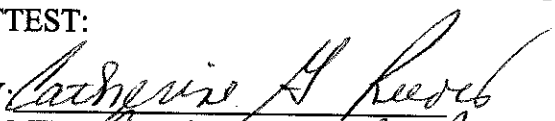
This Mortgage cannot be modified unless done so by a written agreement signed by both parties. Any waiver of any term or condition of this Mortgage or the Capital Funding Agreement must be in writing and signed by the parties and any waiver shall not be deemed a waiver of any subsequent breach or default. This Mortgage shall be construed in accordance with and governed by the law of the State of New Jersey.

IN WITNESS HEREOF, Mortgagor has hereto set its hand and seal the day and year first written above.

Mortgagor
LEGACY TREATMENT SERVICES, INC., a New
Jersey nonprofit corporation

BY: 
NAME: Christine Kirkbride
TITLE: Interim CEO

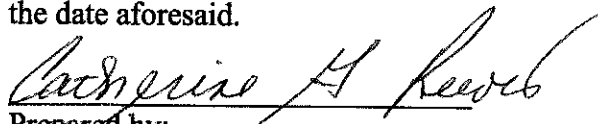
ATTEST:

BY: 
NAME: Catherine B. Reeves
TITLE: Accountant

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

Be it remembered, that on June 27, 2024, before me, the subscriber, personally appeared Christine Kirkbride, who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Interim CEO of Legacy Treatment Services, Inc., the agency named in the within Instrument; that she is the of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said Christine Kirkbride as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.



Prepared by:

Notary Public

My Commission Expires:

CATHERINE G. REEVES
Notary Public of New Jersey
My Commission Expires June 23, 2025

Exhibit A

METES AND BOUNDS

ALL THAT CERTAIN land lying situate in Mullica Hill (Township of Harrison), County of Gloucester and State of New Jersey bounded and described as follows:

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: **167458ST-01**

REVISED

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Harrison Township, Gloucester County, and State of New Jersey being more particularly described as follows:

BEGINNING at a point in the center line of Clems Run, f/k/a Ewan Road, (also known as Richwood-Aura Road), 49.50 feet wide) distant 584.15 feet Northwardly from the intersection of the center line of Clems Run with the intersection of the center line of the Harrisonville-Richwood Road (33 feet wide); thence

- 1) North 18 degrees 59 minutes 38 seconds West along the center line of Clems Run 125 feet to a point corner to lands now or formerly of Starling; thence**
- 2) North 73 degrees 16 minutes 54 seconds East along lands now or formerly of Starling 663.88 feet to a point in the line of lands now or formerly of Hoshowsky; thence**
- 3) South 17 degrees 14 minutes 03 seconds East along lands now or formerly of Hoshowsky 43.58 feet to a point for a corner; thence**
- 4) North 73 degrees 35 minutes 38 seconds East still along lands now or formerly of Hoshowsky 15.73 feet to a point corner to lands now or formerly of A. Sandone; thence**
- 5) South 15 degrees 44 minutes 35 seconds East along lands now or formerly of A. Sandone 81.25 feet to a point for a corner; thence**
- 6) South 73 degrees 16 minutes 54 seconds West 673.66 feet to the point and place of Beginning.**

The foregoing description has been drawn in accordance with a survey made by Clancy & Associates, Inc., dated April 4, 2024.

**FOR INFORMATIONAL PURPOSES ONLY:
BEING premises No. 317 Clems Run.**

BEING Tax Block: 33, Tax Lot: 9.11