

SCHEDULE AName and Address of Title Insurance Company:**Fidelity National Title Insurance Company**
Two Tower Center Boulevard, 12th Floor
East Brunswick, NJ 08816Office File Number: **315-131209**Policy Number: **133505-3-315-131209-2019, 275083000-218453320275083000-218453320**Policy Amount: **\$107,500.00**Policy Date: **11/22/2019**Deductible Amounts and Maximum Dollar Limits of Liability
For Covered Risk 16, 18, 19, and 21:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

Address Reference: 4951 Cardigan Court, Mays Landing, NJ 08330, Municipality: Hamilton Township

1. Name of Insured:

Airen Hera LLC

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. The Land referred to in this policy is described as follows:

See SCHEDULE C attached hereto**COUNTERSIGNED**
Richard E. Marshall**Authorized Signature for Foundation Title, LLC**

234 Industrial Way West, Building A, 2nd Floor

Eatontown, NJ 07724

Telephone: (732) 389-4571 Fax: (732) 847-4280

**HOMEOWNER'S POLICY OF TITLE INSURANCE
FOR A ONE-TO-FOUR FAMILY RESIDENCE
Issued By**

Fidelity National Title Insurance Company

SCHEDULE B

File Number: 315-131209 Policy Number: 133505-3-315-131209-2019,275083000-21845332075083000-218453320

EXCEPTIONS

In addition to the Exclusions, You are not insured against loss, costs, attorney's fees, and expenses resulting from:

1. Notwithstanding any provision of the policy to the contrary, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
2. Taxes have been paid through the 3rd Quarter of 2019. Subject to taxes and assessments, if any, which become or may become due and payable thereafter. Subject to municipal liens which may arise for unpaid utility charge after the date of this policy.
3. None
4. N/A

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.

3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.

4. Risks:

- a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
- c. that result in no loss to You; or
- d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.

9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Fidelity National Title Insurance Company

SCHEDULE CPolicy Number: 133505-3-315-131209-2019.275083000-218453320275083000-218453320
315-131209

File Number:

DESCRIPTION

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

BEGINNING at a point in the Northwesternly line of Cardigan Court said point being in the division line between Lots 1804 and 1805, Block 1208.01 on Plan hereinafter mentioned; thence

(1) North 41 degrees 01 minute 47 seconds East, along the Northwesternly line of Cardigan Court, a distance of 20.00 feet to a point in the division line between Lots 1803 and 1804, said Plan; thence

(2) North 48 degrees 58 minutes 13 seconds West, along said division line, a distance of 93.00 feet to a point; thence

(3) South 41 degrees 01 minute 47 seconds West, along rear of herein described Lot, a distance of 20.00 feet to a point in the division line between Lots 1804 and 1805, said plan; thence

(4) South 48 degrees 58 minutes 13 seconds East, along said division line, a distance of 93.00 feet to the point and place of beginning.

BEING known as Lot 1804, Block 1028.01 on Plan of Lots "Oak Crest", filed July 1, 1981 in the Atlantic County Clerk's Office as Map #1792.

NOTE FOR INFORMATION:

BEING known as 4951 Cardigan Court, Hamilton Township, Atlantic County, State of New Jersey, Block 1028.02, Lot 1804 on the tax map of Hamilton Township.

NOTE FOR INFORMATION: The mailing address of the premises is 4951 Cardigan Court, Mays Landing, NJ 08330.

NOTE: Lot and Block shown for informational purposes only.

HOMEOWNER'S POLICY OF TITLE INSURANCE
For a one-to-four family residence

Issued By
Blank Title Insurance Company
CONDITIONS

1. DEFINITIONS

- a. Easement - the right of someone else to use the Land for a special purpose.
- b. Estate Planning Entity - A legal entity or Trust established by a Natural Person for estate planning.
- c. Known - things about which You have actual knowledge. The words "Know" and "Knowing" have the same meaning as Known.
- d. Land - the land or condominium unit described in paragraph 3 of Schedule A and any improvements on the Land which are real property.
- e. Mortgage - a mortgage, deed of trust, trust deed or other security instrument.
- f. Natural Person - a human being, not a commercial or legal organization or entity. Natural Person includes a trustee of a Trust even if the trustee is not a human being.
- g. Policy Date - the date and time shown in Schedule A. If the insured named in Schedule A first acquires the interest shown in Schedule A by an instrument recorded in the Public Records later than the date and time shown in Schedule A, the Policy Date is the date and time the instrument is recorded.
- h. Public Records - records that give constructive notice of matters affecting Your Title, according to the state statutes where the Land is located.
- i. Title - the ownership of Your interest in the Land, as shown in Schedule A.
- j. Trust - a living trust established by a Natural Person for estate planning.
- k. We/Our/Us - Blank Title Insurance Company.
- l. You/Your - the insured named in Schedule A and also those identified in Section 2.b. of these Conditions.

2. CONTINUATION OF COVERAGE

- a. This Policy insures You forever, even after You no longer have Your Title. You cannot assign this Policy to anyone else.
- b. This Policy also insures:
 - (1) anyone who inherits Your Title because of Your death;
 - (2) Your spouse who receives Your Title because of dissolution of Your marriage;
 - (3) the trustee or successor trustee of Your Trust or any Estate Planning Entity created for You to whom or to which You transfer Your Title after the Policy Date;
 - (4) the beneficiaries of Your Trust upon Your death; or
 - (5) anyone who receives Your Title by a transfer effective on Your Death as authorized by law.
- c. We may assert against the insureds identified in Section 2.b. any rights and defenses that We have against any previous insured under this Policy.

3. HOW TO MAKE A CLAIM

- a. Prompt Notice Of Your Claim
 - (1) As soon as You Know of anything that might be covered by this Policy, You must notify Us promptly in writing.
 - (2) Send Your notice to **Blank Title Insurance Company**, _____, Attention: Claims

Department. Please include the Policy number shown in Schedule A, and the county and state where the Land is located. Please enclose a copy of Your policy, if available.

- (3) If You do not give Us prompt notice, Your coverage will be reduced or ended, but only to the extent Your failure affects Our ability to resolve the claim or defend You.

b. Proof Of Your Loss

- (1) We may require You to give Us a written statement signed by You describing Your loss which includes:

- (a) the basis of Your claim;
 - (b) the Covered Risks which resulted in Your loss;
 - (c) the dollar amount of Your loss; and
 - (d) the method You used to compute the amount of Your loss.
- (2) We may require You to make available to Us records, checks, letters, contracts, insurance policies and other papers which relate to Your claim. We may make copies of these papers.
- (3) We may require You to answer questions about Your claim under oath.
- (4) If you fail or refuse to give Us a statement of loss, answer Our questions under oath, or make available to Us the papers We request, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

4. OUR CHOICES WHEN WE LEARN OF A CLAIM

- a. After We receive Your notice, or otherwise learn, of a claim that is covered by this Policy, Our choices include one or more of the following:

- (1) Pay the claim;
- (2) Negotiate a settlement;
- (3) Bring or defend a legal action related to the claim;
- (4) Pay You the amount required by this Policy;
- (5) End the coverage of this Policy for the claim by paying You Your actual loss resulting from the Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
- (6) End the coverage described in Covered Risk 16, 18, 19 or 21 by paying You the amount of Your insurance then in force for the particular Covered Risk, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
- (7) End all coverage of this Policy by paying You the Policy Amount then in force, and those costs, attorneys' fees and expenses incurred up to that time which We are obligated to pay;
- (8) Take other appropriate action.

- b. When We choose the options in Sections 4.a. (5), (6) or (7), all Our obligations for the claim end, including Our obligation to defend, or continue to defend, any legal action.

- c. Even if We do not think that the Policy covers the claim, We may choose one or more of the options above. By doing so, We do not give up any rights.

5. HANDLING A CLAIM OR LEGAL ACTION

- a. You must cooperate with Us in handling any claim or legal action and give Us all relevant information.

- b. If You fail or refuse to cooperate with Us, Your coverage will be reduced or ended, but only to the extent Your failure or refusal affects Our ability to resolve the claim or defend You.

- c. We are required to repay You only for those settlement costs, attorneys' fees and expenses that We approve in advance.

- d. We have the right to choose the attorney when We bring or defend a legal action on Your behalf. We can appeal any decision to the highest level. We do not have to pay Your claim until the legal action is finally decided.

- e. Whether or not We agree there is coverage, We can bring or defend a legal action, or take other appropriate action under this Policy. By doing so, We do not give up any rights.

6. LIMITATION OF OUR LIABILITY

- a. After subtracting Your Deductible Amount if it applies, We will pay no more than the least of:
 - (1) Your actual loss;
 - (2) Our Maximum Dollar Limit of Liability then in force for the particular Covered Risk, for claims covered only under Covered Risk 16, 18, 19 or 21; or
 - (3) the Policy Amount then in force; and any costs, attorneys' fees and expenses that We are obligated to pay under this Policy.
- b.
 - (1) If We pursue Our rights under Sections 4.a.(3) and 5.e. of these Conditions and are unsuccessful in establishing the Title, as insured: the Policy Amount then in force will be increased by 10% of the Policy Amount shown in Schedule A, and
 - (2) You shall have the right to have the actual loss determined on either the date the claim was made by You or the date it is settled and paid.
- c.
 - (1) If We remove the cause of the claim with reasonable diligence after receiving notice of it, all Our obligations for the claim end, including any obligation for loss You had while We were removing the cause of the claim.
 - (2) Regardless of 6.c.(1) above, if You cannot use the Land because of a claim covered by this Policy:
 - (a) You may rent a reasonably equivalent substitute residence and We will repay You for the actual rent You pay, until the earlier of:
 - (i) the cause of the claim is removed; or
 - (ii) We pay You the amount required by this Policy. If Your claim is covered only under Covered Risk 16, 18, 19 or 21, that payment is the amount of Your insurance then in force for the particular Covered Risk.
 - (b) We will pay reasonable costs You pay to relocate any personal property You have the right to remove from the Land, including transportation of that personal property for up to twenty-five (25) miles from the Land, and repair of any damage to that personal property because of the relocation. The amount We will pay You under this paragraph is limited to the value of the personal property before You relocate it.
 - (2) All payments We make under this Policy reduce the Policy Amount then in force, except for costs, attorneys' fees and expenses. All payments We make for claims which are covered only under Covered Risk 16, 18, 19 or 21 also reduce Our Maximum Dollar Limit of Liability for the particular Covered Risk, except for costs, attorneys' fees and expenses.
- d.
- e.
 - (1) If We issue, or have issued, a Policy to the owner of a Mortgage that is on Your Title and We have not given You any coverage against the Mortgage, then:
 4. a. of these Conditions;
 - (2) Any amount paid to the owner of the Mortgage shall be subtracted from the Policy Amount then in force; and
 - (3) If Your claim is covered only under Covered Risk 16, 18, 19 or 21, any amount paid to the owner of the Mortgage shall also be subtracted from Our Maximum Dollar Limit of Liability for the particular Covered Risk.
- f. If You do anything to affect any right of recovery You may have against someone else, We can subtract from Our liability the amount by which You reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS TO US

- a. When We settle Your claim, We have all the rights and remedies You have against any person or property related to the claim. You must not do anything to affect these rights and remedies. When We ask, You must execute documents to evidence the transfer to Us of these rights and remedies. You must let Us use Your name in enforcing these rights and remedies.
- b. We will not be liable to You if We do not pursue these rights and remedies or if We do not recover any amount that might be recoverable.

- c. We will pay any money We collect from enforcing these rights and remedies in the following order:
- (1) to Us for the costs, attorneys' fees and expenses We paid to enforce these rights and remedies;
 - (2) to You for Your loss that You have not already collected;
 - (3) to Us for any money We paid out under this Policy on account of Your claim; and
 - (4) to You whatever is left.

d. If You have rights and remedies under contracts (such as indemnities, guaranties, bonds or other policies of insurance) to recover all or part of Your loss, then We have all of those rights and remedies, even if those contracts provide that those obligated have all of Your rights and remedies under this Policy.

8. THIS POLICY IS THE ENTIRE CONTRACT

This Policy, with any endorsements, is the entire contract between You and Us. To determine the meaning of any part of this Policy, You must read the entire Policy and any endorsements. Any changes to this Policy must be agreed to in writing by Us. Any claim You make against Us must be made under this Policy and is subject to its terms.

9. INCREASED POLICY AMOUNT

The Policy Amount then in force will increase by ten percent (10%) of the Policy Amount shown in Schedule A each year for the first five years following the Policy Date shown in Schedule A, up to one hundred fifty percent (150%) of the Policy Amount shown in Schedule A. The increase each year will happen on the anniversary of the Policy Date shown in Schedule A.

10. SEVERABILITY

If any part of this Policy is held to be legally unenforceable, both You and We can still enforce the rest of this Policy.

11. ARBITRATION

- a. If permitted in the state where the Land is located, You or We may demand arbitration.
- b. The law used in the arbitration is the law of the state where the Land is located.
- c. The arbitration shall be under the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). You can get a copy of the Rules from Us.
- d. Except as provided in the Rules, You cannot join or consolidate Your claim or controversy with claims or controversies of other persons.
- e. The arbitration shall be binding on both You and Us. The arbitration shall decide any matter in dispute between You and Us.
- f. The arbitration award may be entered as a judgment in the proper court.

12. CHOICE OF LAW

The law of the state where the Land is located shall apply to this policy.

Transaction Identification Data for reference only:

Issuing Agent: **Foundation Title, LLC - Eatontown**
Issuing Office: **234 Industrial Way West, Building A, 2nd Floor**
Eatontown, NJ 07724

ALTA® Universal ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: **315-131209**

Property Address: **4951 Cardigan Court**
Mays Landing, NJ 08330

SCHEDULE A

1. Commitment Date: **7th day of September, 2019**
2. Policy to be issued:
 - (a) ALTA® Homeowner's Policy (NJR 1-16)
Proposed Insured: **Alren Hera LLC**
Proposed Policy Amount: **\$107,500.00**
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is

FEE SIMPLE

4. Title to the **FEE SIMPLE** estate or interest in the Land is at the Commitment Date vested in:

Jensyl Guy by the following:

Jensyl Guy by deed from Brenda Cross also known as Brenda Cross Joshua, dated January 25, 2007, recorded February 6, 2007 in the Atlantic Clerk's/Register's Office in Instrument No. 2007012459.

5. The Land is described as follows:

See Legal Description attached hereto.

NOTE FOR INFORMATION:

BEING known as 4951 Cardigan Court, Hamilton Township, Atlantic County, State of New Jersey, Block 1028.02, Lot 1804 on the tax map of Hamilton Township.


Richard E. Marshall

LEGAL DESCRIPTION

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

BEGINNING at a point in the Northwestern line of Cardigan Court said point being in the division line between Lots 1804 and 1805, Block 1208.01 on Plan hereinafter mentioned; thence

(1) North 41 degrees 01 minute 47 seconds East, along the Northwestern line of Cardigan Court, a distance of 20.00 feet to a point in the division line between Lots 1803 and 1804, said Plan; thence

(2) North 48 degrees 58 minutes 13 seconds West, along said division line, a distance of 93.00 feet to a point; thence

(3) South 41 degrees 01 minute 47 seconds West, along rear of herein described Lot, a distance of 20.00 feet to a point in the division line between Lots 1804 and 1805, said plan; thence

(4) South 48 degrees 58 minutes 13 seconds East, along said division line, a distance of 93.00 feet to the point and place of beginning.

BEING known as Lot 1804, Block 1028.01 on Plan of Lots "Oak Crest", filed July 1, 1981 in the Atlantic County Clerk's Office as Map #1792.

NOTE FOR INFORMATION:

BEING known as 4951 Cardigan Court, Hamilton Township, Atlantic County, State of New Jersey, Block 1028.02, Lot 1804 on the tax map of Hamilton Township.

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Payment of the agreed amount for the estate of interest to be insured.
3. Payment of the premiums, fees and charges for the policy.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Production of a deed from Jensyl Guy to Alren Hera LLC.

If the record owner(s) and/or mortgagor(s) are natural person(s), the Company requires proof of their marital or civil union partnership status(es). If any of them are married or partnered in a civil union, and the premises is now or ever has been the principal marital or civil union residence, the Company requires the seller(s) spouse(s) to join in the above deed and the mortgagor(s) spouse(s) to join in the above mortgage.
5. You must tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
6. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.
7. The Company requires that a Notice of Settlement in connection with the insured transaction be filed.
8. Terms and conditions of any unrecorded agreements or leases and tenancy of present occupants must be disclosed to us and a proper settlement of those interests must be satisfactory to us.
9. Proof that all natural persons in this transaction are of full age and legally competent.
10. Photo identification including date of birth for all parties will be required at settlement.
11. Satisfactory disposition of all judgments, encumbrances, liens, defects, and other objections to title: Superior Court of New Jersey and United States Bankruptcy and District Court Searches are attached.
12. This company requires that a title rundown be ordered at least 24 hours prior to closing of title.

13. The identity of the proposed Insured or Insureds must be disclosed to the Company prior to closing. The Company reserves the right to undertake such additional searches as it may deem appropriate in light thereof, and to amend this Commitment to add such additional requirements and exceptions in connection therewith as it may, in its sole discretion, deem necessary or advisable.
14. The proposed Amount(s) of Insurance must be increased to the full value of the estate or interest being insured in accordance with N.J.L.T.I.R.B. Manual of Rates and Charges, Article 3. When the final Amount(s) of Insurance are approved by the Company, the proposed Amount(s) of Insurance will be revised accordingly, and the underwriting rate for the policy or policies and endorsement charges will be calculated consistent therewith.
15. Satisfactory disposition of mortgage from Jencyl Guy to Chase Bank USA, N.A., dated July 31, 2007, recorded August 27, 2007 in the Atlantic County Clerk's/Register's Office in Instrument No. 2007079395, showing an amount of \$160,000.00.
Assignment of Mortgage to Mortgage Electronic Registration Systems, Inc. (MERS), as nominee for JPMorgan Chase Bank, N.A., recorded October 7, 2015 in Instrument No. 2015059753.
16. Proof is required that all association dues, charges, and assessments have been paid to date. (A certificate obtained from the homeowner's association pursuant to N.J.S.A. 45:22A-44.1(d) shall be considered sufficient proof.)
17. Spouses, if any, of vested owners as set forth in Schedule A-3 hereof must join in Deed of Conveyance.

NOTE FOR INFORMATION: PLEASE BE AWARE THAT OWING TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.

INFORMATIONAL NOTE: Although beyond the scope of coverage afforded by the policy, your attention is called (for informational purposes only) to the adoption of municipal regulations concerning vacant and abandoned properties, which may, inter alia, impose registration fees or fines (or both) with respect to the same. Note that the Company may not insure that the property described herein is or is not affected by such regulations; or that the transaction to be insured comports with the provisions thereof; or that such fees or fines (if any) have been paid or satisfied or do or do not affect the property described herein; whether by way of affirmative insurance or otherwise.

SCHEDULE B, PART II

Requirements

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims by parties in possession not shown by the public records.
3. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excluded from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any liens on your title, arising now or later, for labor or material, not shown by the public records.
5. Subject to possible additional taxes, assessed or levied due to new construction.
6. All taxes, levies, assessments and other governmental liens.
7. Subsurface conditions, easements, claims of easements and/or encroachments not disclosed by an instrument of record. (AS TO FEE POLICY ONLY)
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
10. Rights of adjoining owners, tenants and occupiers in party walls.
11. Rights in any road, street highway or lane bounding or affecting subject premises.
12. Easements as contained in Deed Book 3620, Page 1; Deed Book 3639, Page 289; and Deed Book 3644, Page 318.

13. Declaration of Restrictions (deleting therefrom any restrictions indicating any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in Deed Book 3670, Page 1.

Amended in Deed Book 4994, Page 275.

Amended in Deed Book 5544, Page 159.

Amended in Deed Book 5612, Page 230.

Amended in Deed Book 5930, Page 224.