

New Search

Assessment Postcard

Block: 123 Prop Loc: 34 BAYBERRY CT Owner: OVERTON, CHERJON & REAVES, DARIUS W Square Ft: 1520
 Lot: 34 District: 0802 DEPTFORD Street: 34 BAYBERRY CT Year Built: 1979
 Qual: Class: 2 City State: DEPTFORD, NJ 08096 Style: TH

Additional Information

Prior Block: Acct Num: Addl Lots: EPL Code: 0 0 0
 Prior Lot: Mtg Acct: Land Desc: T-H 3 BR UNIT Statute:
 Prior Qual: Bank Code: 0 Bldg Desc: 2SFB Initial: 000000 Further: 000000
 Updated: 11/20/19 Tax Codes: F01 Class4Cd: 0 Desc:
 Zone: Map Page: 11 Acreage: 0.016 Taxes: 4506.35 / 0.00

Sale Information

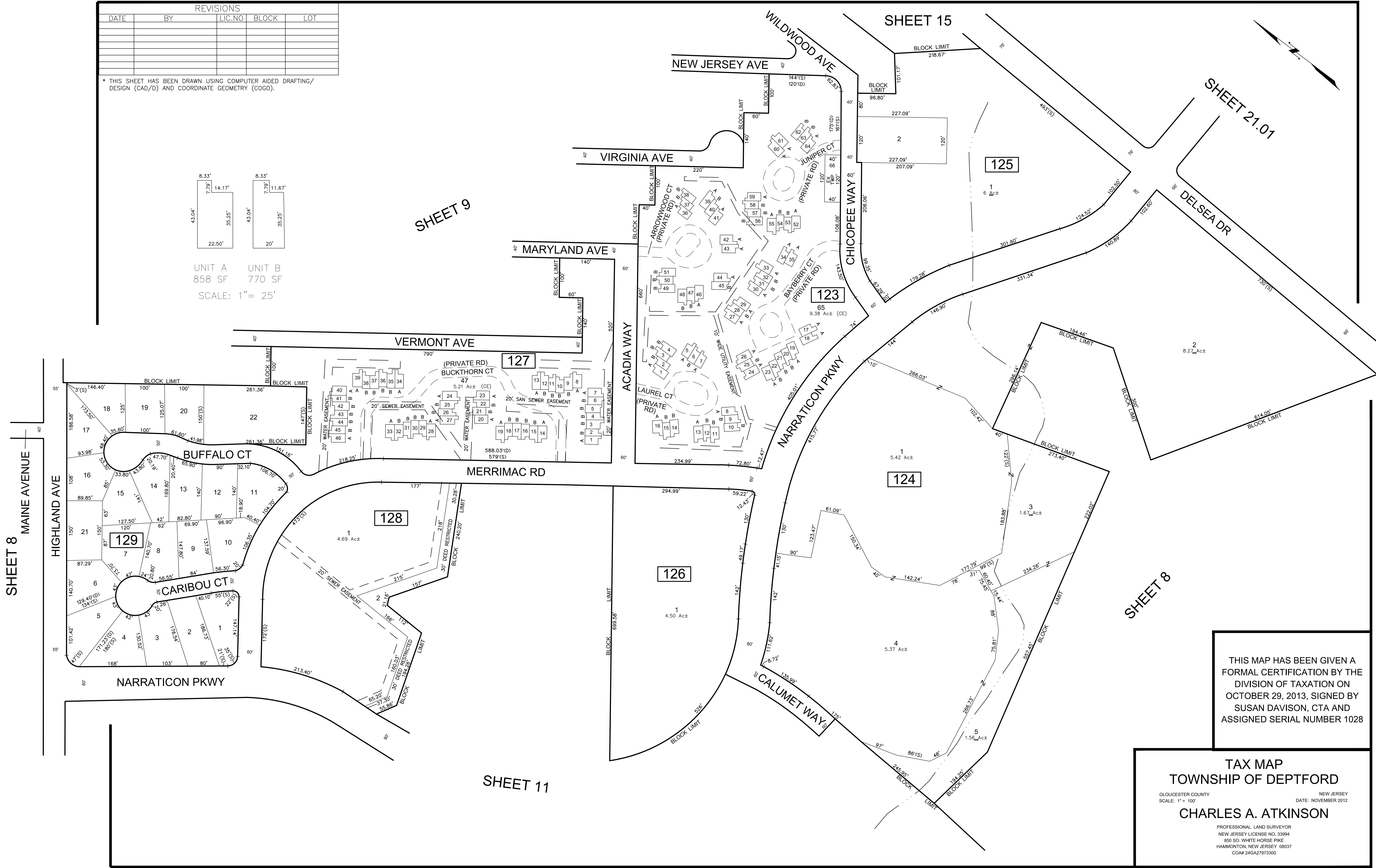
Sale Date: 10/25/19 Book: 6188 Page: 229 Price: 1 NU#: 25

Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee
More Info	05/10/11	4872	208	1	14	999.99	ELZY BOZ, BARBARA ANN, TRUSTEE
More Info	09/02/15	5363	31	1	14	0	ELZY BOZ, BARBARA A
More Info	06/29/16	5496	1	125900		99.84	OVERTON, CHERJON & KEVIN
More Info	10/25/19	6188	229	1	25	0	OVERTON, CHERJON & REAVES, DARIUS W

TAX-LIST-HISTORY

Year	Property Location	Land/Imp/Tot	Exemption	Assessed	Property Class
2025	34 BAYBERRY CT	40000	0	125700	2
		85700			
		125700			
2024	34 BAYBERRY CT	40000	0	125700	2
		85700			
		125700			
2023	34 BAYBERRY CT	40000	0	125700	2
		85700			
		125700			
2022	34 BAYBERRY CT	40000	0	125700	2
		85700			
		125700			

[*Click Here for More History](#)



Prepared by:

Kathie L. Renner
Kathie L. Renner, Esquire

BARGAIN AND SALE DEED

This Deed is made on June 29, 2016,

BETWEEN BARBARA A. ELZY-BOZ, whose address is 34 Bayberry Court,
Woodbury, New Jersey 08096 referred to as the Grantor,

AND KEVIN OVERTON and CHERJON OVERTON, whose address is

34 Bayberry Ct., Woodbury NJ 08096 referred to as the Grantee. The
words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the
property described below to the Grantee. This transfer is made for the sum of **One Hundred
Twenty-five Thousand, Nine Hundred Dollars (\$125,900.00)**. The Grantor acknowledges
receipt of this money.

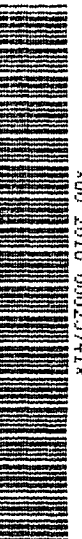
Tax Map Reference. (N.J.S.A. 46:15-2.1) Township of Deptford, County of Gloucester,
State of New Jersey, known as Block No. 123, Lot No. 34, on the Tax Map of the Township of
Deptford.

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

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

2688698.v1

Consideration: 125,900.00 Tax/Code: S
County: 126.00 State: 315.00
NJAHTF: .00 PHPFA: 63.00
EAA: .00
62480r: .00 REALTY TOTAL: 504.00





SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

Barbara A. Elzy-Boz

Current Resident Address:

Street: 34 Bayberry Court

City, Town, Post Office

Woodbury

State

NJ

Zip Code

08096-2914

PROPERTY INFORMATION

Block(s)

123

Lot(s)

34

Qualifier

Street Address:

34 Bayberry Court

City, Town, Post Office

Deptford

State

NJ

Zip Code

08096-2914

Seller's Percentage of Consideration
Ownership

100%

\$125,900.00

Owner's Share of Consideration

Closing Date

June 29, 2016

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-Residents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☒ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
- ☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☒ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

6/29/2016

Date

Barbara A. Elzy-Boz

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

Section 1, dated August 23, 1976, revised August 25, 1976, made by M. Paul Austin Engineer Associates, Inc.

TOGETHER WITH an easement and to certain lands described in a deed from Wendy Holmes Associates to Narraticon Association, Inc. dated March 4, 1975, recorded in the Gloucester County Clerk's Office on March 4, 1975 in Book 1279 of Deeds, Page 11.

ALSO TOGETHER with an easement in and to any lands hereinafter conveyed by Wendy Holmes Associates to Narraticon Association, Inc.

ALSO TOGETHER, with an easement over lands of adjoining owners for purposes of repair or maintenance of improvements constructed on lands above described.

NOTE: Being Lot: 34, Block: 123; Tax Map of the Township of Deptford, County of Gloucester, State of New Jersey.

NOTE FOR INFORMATION ONLY: Mailing Address is 34 Bayberry Court, Woodbury, NJ 08096.

BEING the same lands and premises which became vested in Barbara A. Elzy-Boz, individually by deed from Barbara A. Elzy-Boz, Trustee of the Barbara A. Elzy-Boz Revocable Living Trust dated February 23, 2011, by deed dated September 2, 2015, recorded September 3, 2015 in the Gloucester County Clerk's/Register's Office in Deed Book 5363, Page 31.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property, subject to all easements, terms, conditions, reservations, rights of way, air rights, covenants of record, governmental statutes, ordinances and regulations and all facts that an accurate survey may disclose. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to

BEGINNING at a point in the Northerly line of Townhouse Lot #35 distant 9.00 feet on bearing South 82 degrees 18 minutes West along the line of the Southerly edge of Townhouse #34 from its intersection with the Westerly edge of Townhouse #35. This point of beginning is the point at the end of Course #41 of Exception #7 of the "Description of Lands dedicated as Open Space in Narraticon, Section 1, North Part," as recorded in Gloucester County Deed Book 1279, Page 141. Thence from the beginning point:

(1) North 07 degrees 42 minutes West along dedicated Open Space 32.73 feet to a point for a corner; thence

(2) North 82 degrees 18 minutes East along dedicated Open Space 53.38 feet to a point for a corner; thence

(3) South 07 degrees 42 minutes East along dedicated Open Space 32.07 feet to a point in the (extended) Northerly line of Townhouse #35; thence

(4) South 82 degrees 18 minutes West along said line 15.00 feet to a point in the Easterly edge of Townhouse #34; thence

(5) South 07 degree 42 minutes East, 0.33 feet to a point in the center line of the party wall of Townhouses #34 and #35; thence

(6) South 82 degrees 18 minutes West along said centerline 29.38 feet to a point in the (extended) line of the Westerly edge of Townhouse #35; thence

(7) South 07 degrees 42 minutes East along said line, 0.33 feet to a point in the Southerly edge of Townhouse #34; thence

(8) South 82 degrees 18 minutes West along its line 9.00 feet to the point and place of beginning.

BEING Townhouse Lot 34 shown on Plan and Survey of Bayberry Court, Narraticon,

be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:



Barbara A. Elzy-Boz by her POA
Marjorie Satterfield

(Seal)
BARBARA A. ELZY-BOZ by her POA
MARJORIE SATTERFIELD

STATE OF NEW JERSEY

:

SS

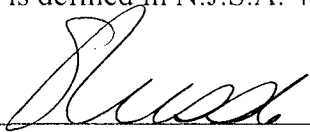
COUNTY OF GLOUCESTER

:

I CERTIFY that on June 29, 2016, BARBARA A. ELZY-BOZ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

by her POA
** MARJORIE SATTERFIELD*

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$125,900.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).



Notary Public

SHARON L. KESSLER
Notary Public of New Jersey
My Commission Expires September 18, 2018



LAW OFFICE OF
THOMAS G. HEIM, LLC
14 Harrison Street, Suite 102
Woodbury, New Jersey 08096
Phone: 856-845-2333

PREPARED BY: *Thomas G. Heim*
THOMAS G. HEIM, ESQUIRE

GENERAL DURABLE POWER OF ATTORNEY

I, **BARBARA A. ELZY-BOZ**, presently residing at 955 Lindsey Drive, Deptford, 08096-6512, County of Gloucester and State of New Jersey, appoint my friend, **MARJORIE SATTERFIELD**, presently residing at 146 Lakebridge Drive, Deptford, New Jersey, 08096, to act as my attorney-in-fact, to act for me and in my name as to all matters of every kind in which I may be interested or concerned and to do all acts believed or advisable and to sign and deliver all instruments in my name or on my behalf, in as complete a manner as I might do if personally present and acting, including, without limitation, the right, power and authority in the discretion of my attorney-in-fact to:

(a) Deposit and draw out monies from any bank account in my name or upon which I have power to draw; endorse and collect any checks, drafts, warrants, notes or other instruments payable to me or which require my endorsement, as set forth in section 2 of P.L. 1991, C. 95 (N.J.S.A., 46:2B-11).

(b) Have access to and deposit and withdraw contents of any safe deposit box in my name;

(c) Execute and verify any federal, state or local income tax return and any other tax returns or claims for tax refunds;

(d) Prepare, execute and file reports, applications, protests, statements and documents with the United States Government or any state or municipal government or any

Consideration: .00
County: .00
NJAHF: .00
EAM: .00
GenPur: .00
CASH: .00
State: .00
PHFA: .00
REALTY TOTAL: .00
Docket: 00033802
DB: 5363
5496
DOCKET# 00025941

Docket: 00033802 Type:POA Pages:6
James N. Hogan, Gloucester County Clerk
Receipt#:464710 10:46:57A Sep 03,2015
Recording Fee: 80.00 DB 5363 25

department, bureau, or other subdivision or representative thereof; appear on my behalf and represent me and collect refunds or other claims in any proceedings before any such public authority;

(e) Enter into agreements of sale, leases, and any other contracts of every nature including but not limited to 955 Lindsey Drive, Deptford, New Jersey, 08096, Block 405.02, Lot 22, on the Tax Map of Deptford Township, and 34 Bayberry Court, Deptford, New Jersey, 08096, Block 123, Lot 34, on the Tax Map of Deptford Township, together with any life title and interest to land owned by me in the State of Michigan;

(f) Settle claims for or against me on such terms and conditions as my attorney-in-fact believes advisable;

(g) Receive, receipt for any deposit or otherwise dispose of any debts, funds or claims payable to me, including, without limitation, interest, dividends, legacies and social security or unemployment compensation benefits and federal and/or state income tax refunds;

(h) Make, file and settle proofs of claim under any insurance policy or for compensation or benefits of any character; apply for reinstatement of any lapsed life insurance policy and borrow, make election as to the application of any dividends and make loans or apply for advances for the purpose of payment of premiums or for any other purpose;

(i) Sell, assign, convey, transfer and deliver any of my property, at such times and for such consideration and or such terms as my attorney-in-fact believes advisable, including, without limitation, all stocks, bonds or other securities and real estate;

(j) Invest and reinvest my assets in such securities or other personal property, as

my attorney-in-fact believes advisable; exercise or sell subscription rights issued with respect to any securities owned by me and exercise any conversion rights applicable thereto, vote, or grant proxies with respect to, any stocks or other securities owned by me;

(k) Make gifts to such persons, institutions or organizations as may be consistent with my established practice of giving as long as such gifts would not interfere with my maintenance at the best possible living standards within my means;

(l) Consent to medical treatment, including surgical procedures, or to my admission to any hospital or other medical institutions or nursing home as my attorney-in-fact believes advisable and obtain from any physician, health care professional, dentist, health plan, hospital, pharmacy or other health care provider and any insurance company my health/medical information and all medical/hospital records related thereto from any health care provider who has supplied services to me or that has paid for or is seeking payment from me for such services. My Agent shall be considered my Personal Representative to access, use and disclose any information governed by the Health Insurance Portability And Accountability Act of 1996 (HIPAA), 42USC 1301 et seq., and the related Regulations.

(m) Employ agents, including attorneys-at-law, accountants, investment counsel, doctors, nurses, domestic servants and such others as my attorney-in-fact believes advisable;

(n) Borrow monies for me on such terms as my said attorney-in-fact believes advisable and pledge or create liens upon any of my property as security;

(o) Purchase United States Treasury Bonds eligible for redemption in part to pay Federal estate taxes on my estate and borrow funds in connection with such purchase;

(p) Transfers to Trust: This shall include the power to establish a Special Needs Trust or to transfer or otherwise assign any assets to any trust which I may have

created during my lifetime;

(q) To apply for public assistance;

(r) COMPENSATION OF AGENT- My Agent shall be entitled to reasonable compensation for services rendered in the discharge of my Agent's duties and to reimbursement for all reasonable costs and expenses actually incurred and paid by my Agent on my behalf under any provision of this instrument.

(s) POWER TO MAKE STATUTORY ELECTIONS AND DISCLAIMER. To make on my behalf any and all statutory elections and disclaimers available to me at law;

(t) ESTATE ADMINISTRATION. To assent or to oppose the allowance of any probate or other accounts in which I may be or become interested, and generally to act in any and all probate matters of proceedings in which I may become interested;

(u) BUSINESS INTERESTS. To conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate or dissolve any business; elect or employ, officers, directors and agents; carry out the provisions of any agreement for the sale of any business interest or the stock therein; and exercise voting rights with respect to stock, either or by proxy, and exercise stock options;

(v) POWER TO HIRE AND PAY FOR SERVICES. To retain such accountants, attorneys, social workers, consultants, clerks, employees, workman, or other persons as my agent shall deem appropriate in connection with the management of my property and affairs and to make payments from my assets for the charges of such persons so employed.

Anyone dealing with my attorney-in-fact in the belief that this power of attorney has not been revoked and who has received no written notice of such revocation, may rely

upon the same and shall be fully protected in so doing as to such revocation, as to such transaction entered into prior to the actual receipt of written notice of such revocation, regardless of my whereabouts at the time of such transaction, whether known or unknown, and regardless of the lapse of time since the execution hereof; and it shall be conclusively presumed in favor of any such person that I am at the time alive.

In the event that my friend, **MARJORIE SATTERFIELD**, is unable or unwilling to act as my attorney-in-fact, then, in case of such an event, I nominate and appoint my friend, **RACHEL WOODALL**, presently residing at 1016 Jericho Lane, Deptford, New Jersey, 08096, to act as my attorney-in-fact.

This power of attorney shall not be affected by any disability of mine occurring after the date of execution and I hereby ratify and confirm all that my said attorney-in-fact shall do in my name or on my behalf.

I authorize any person dealing with my attorney-in-fact to accept photocopies of this instrument provided same contain an original signature duly notarized. I have executed such photocopies intending same to be in all respects duplicates of the original document.

I hereby revoke any and all prior General Durable Powers of Attorney that I may previously have executed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 31st day of March, 2014.

In the Presence of: *Dm G Harris*

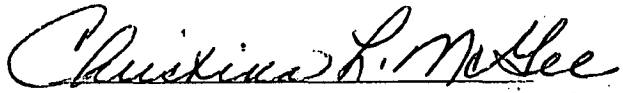
Barbara A. Elzy-Boz
BARBARA A. ELZY-BOZ

DB 5363
DOCKET# 00033802

30

STATE OF NEW JERSEY :
SS:
COUNTY OF GLOUCESTER :

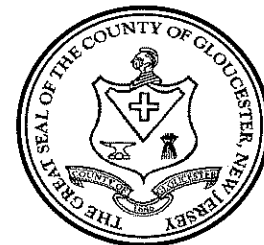
On the 31st of March, 2014, before me personally came, **BARBARA A. ELZY-BOZ**, the individual described in and who executed the foregoing instrument, and who acknowledged to me that the execution thereof by such individual was done voluntarily for the purpose therein expressed.



Christina L McGee
Notary Public of New Jersey
My Commission Expires
April 29, 2018

DB 5496
DOCKET# 00025941

11



E-recorded

DOCKET#:42253 Type:ERX-Deed
PAGES:8

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 859427 02:55:05 PM

11/04/2019
DB 6188 229

Fee:\$ 100.00

CONSIDERATION:\$ 1.00 Tax/Code:EXEMPT

COUNTY:	0.00	STATE :	0.00
NJAHTF :	0.00	EAA :	0.00
PHPFA :	0.00	GEN PURP	0.00
1% OVER:	0.00		

REALTY TOTAL: \$.00

GRANTEE ADDRESS: 34 BAYBERRY COURT

DEPTFORD
NJ -08096

DOCUMENT DATE: 10/25/2019

MUNICIPALITY: DEPTFORD BLOCK: 123 LOT: 34

PARTIES:

FIRST PARTY-CHERJON OVERTON
ADDITIONAL PARTY-KEVIN OVERTON
SECOND PARTY-CHERJON OVERTON
ADDITIONAL PARTY-DARIUS W REAVES

RECORD & RETURN TO:
SIMPLIFILE

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

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

Record & Return to:
National Title Agency
701 Route 73 North, Suite 1
Marlton, NJ 08053
(856) 596-6550

Prepared by: Joshua M. Steinberg, Esq.
STEINBERG LAW GROUP, LLC
701 Route 73 North, Suite 1
Marlton, NJ 08053
(856) 985-4234

Deed

This Deed is made on the 25~~th~~ day of OCTOBER, 2019,

Between

CHERJON OVERTON and KEVIN OVERTON,

whose post office address is 34 Bayberry Court, Deptford, NJ 08096,

referred to as the Grantor,

and

CHERJON OVERTON and DARIUS W. REAVES, as joint tenants with right of survivorship,

whose post office address is 34 Bayberry Court, Deptford, NJ 08096,

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of the property (called the "Property")) described below to the Grantee. This Transfer is made for the sum of **One and 00/100 Dollar (\$1.00)**. The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15:1.1) Township of Deptford
Block No. 123 Lot No. 34 Qualifier

☐ No property tax identification number is available on the date of this Deed.
(Check box if applicable)

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

☒ Please see attached Legal Description annexed hereto and made a part hereof.
(Check box if applicable)

The Property being commonly known as: 34 Bayberry Court, Deptford, NJ 08096

BEING the same land and premises which became vested in Cherjon Overton and Kevin Overton, by deed from Barbara A. Elzy-Boz, dated June 29, 2016 and recorded July 11, 2016 in the Gloucester County Clerk/Register's Office in Deed Book 5496 Page 1.

SUBJECT to restrictions, conditions, limitations, reservations, easements and ordinances of record, if any.

4. Type of Deed. This Deed is called a Quitclaim Deed. The Grantor makes no promises as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee.

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a Corporation, this Deed is signed and attested by its proper corporate officers and its corporate seal is affixed.

Witnessed by:

 {Seal}
KEVIN OVERTON

STATE OF NEW JERSEY

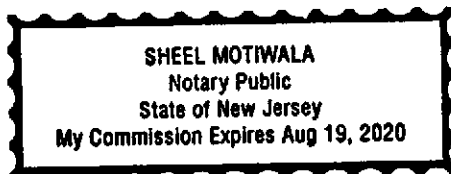
SS:

COUNTY OF GLOUCESTER

I CERTIFY that on 10/25/19, KEVIN OVERTON, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Notary Public



Witnessed by:

CHERJON OVERTON {Seal}

STATE OF NEW JERSEY

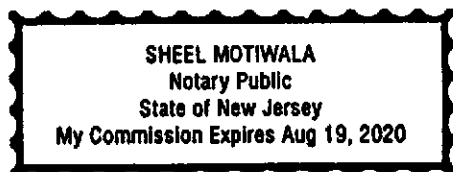
ss:

COUNTY OF GLOUCESTER

I CERTIFY that on 10/25/19, **CHERJON OVERTON**, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and
- (c) made this Deed for **\$1.00** as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Notary Public



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A-5 LEGAL DESCRIPTION

Issuing Office File No. NTA53576

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Township of Deptford, in the County of Gloucester, State of NJ:

Section 1, dated August 23, 1976, revised August 25, 1976, made by M. Paul Austin EngineerAssociates, Inc.

TOGETHER WITH an easement and to certain lands described in a deed from Wendy Holmes Associates to Narraticon Association, Inc. dated March 4, 1975, recorded in the Gloucester County Clerk's Office on March 4, 1975 in Book 1279 of Deeds, Page 11.

ALSO TOGETHER with an easement in and to any lands hereinafter conveyed by WendyHolmes Associates to Narraticon Association, Inc.

ALSO TOGETHER, with an easement over lands of adjoining owners for purposes of repair or maintenance of improvements constructed on lands above described.

BEGINNING at a point in the Northerly line of Townhouse Lot #35 distant 9.00 feet on bearing South 82 degrees 18 minutes West along the line of the Southerly edge of Townhouse#34 from its intersection with the Westerly edge of Townhouse #35. This point of beginning is the point at the end of Course #41 of Exception #7 of the "Description of Lands dedicated as Open Space in Narraticon, Section 1, North Part," as recorded in Gloucester County Deed Book 1279, Page 141. Thence from the beginning point:

- (1) North 07 degrees 42 minutes West along dedicated Open Space 32.73 feet to a point for a corner, thence
- (2) North 82 degrees 18 minutes East along dedicated Open Space 53.38 feet to a point for a corner; thence
- (3) South 07 degrees 42 minutes East along dedicated Open Space 3207 feet to a point in the (extended) Northerly line of Townhouse #35; thence
- (4) South 82 degrees 18 minutes West along said line 15.00 feet to a point in the Easterly edge of Townhouse #34; thence
- (5) South 07 degree 42 minutes East, 0.33 feet to a point in the center line of the partywall of Townhouses #34 and #35; thence
- (6) South 82 degrees 18 minutes West along said centerline 29.38 feet to a point in the (extended) line of the Westerly edge of Townhouse #35; thence
- (7) South 07 degrees 42 minutes East along said line, 0.33 feet to a point in the Southerly edge of Townhouse #34 ;thence
- (8) South 82 degrees 18 minutes West along its line 9.00 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: BEING Known as Lot 34, Block 123 on the Official Tax Map of Township of Deptford.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
(9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

CHERJON OVERTON

Current Street Address

34 Bayberry Court

City, Town, Post Office Box

Deptford

State

NJ

Zip Code

08096

PROPERTY INFORMATION

Block(s)

123

Lot(s)

34

Qualifier

Street Address

34 Bayberry Court

City, Town, Post Office Box

Deptford

State

NJ

Zip Code

08096

Seller's Percentage of Ownership

50%

Total Consideration

\$1.00

Owner's Share of Consideration

\$0.50

Closing Date

10-25-19

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☒ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

10/25/19
Date

Cherjon Overton
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact



State of New Jersey

GIT/REP-3
(9-2015)**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

KEVIN OVERTON

Current Street Address

34 Bayberry Court

City, Town, Post Office Box

Deptford

State

NJ

Zip Code

08096

PROPERTY INFORMATION

Block(s)

123

Lot(s)

34

Qualifier

Street Address

34 Bayberry Court

City, Town, Post Office Box

Deptford

State

NJ

Zip Code

08096

Seller's Percentage of Ownership

50%

Total Consideration

\$1.00

Owner's Share of Consideration

\$0.50

Closing Date

10-25-19

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☒ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
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SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

10/25/19
Date

Kevin Overton
Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/10)

MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY

Consideration \$ _____
 RTF paid by seller \$ _____
 Date _____ By _____

COUNTY

Gloucester

} SS. County Municipal Code
 0802

MUNICIPALITY OF PROPERTY LOCATION Township of Deptford

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, KEVIN OVERTON, being duly sworn according to law upon his/her oath,

(Name)

deposes and says that he/she is the GRANTOR in a deed dated 10-25-19 transferring

(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 123 Lot number 34 located at34 Bayberry Court, Deptford

and annexed thereto.

(Street Address, Town)

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) ☒ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

For consideration less than \$100.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
 B. { BLIND PERSON Grantor(s) ☐ legally blind or; *
 DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
☐ No contributions to capital by either grantor or grantee legal entity.
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
 this 5TH day of OCTOBER, 2019

Kevin Overton
 Signature of Deponent

KEVIN OVERTON

Grantor Name

34 Bayberry Court
 Deptford, NJ 08096

34 Bayberry Court
 Deptford, NJ 08096

Deponent Address

Grantor Address at Time of Sale

XXX-XXX-304

National Title Agency

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer

SHEEL MOTIWALA
Notary Public

State of New Jersey

My Commission Expires Aug 19, 2020

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
 Deed Number _____ Book _____ Page _____
 Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY

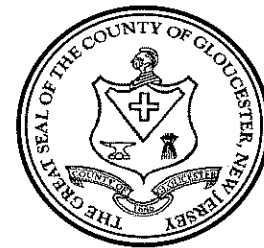
PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

www.state.nj.us/treasury/taxation/tp/localtax.htm



E-recorded

DOCKET#:42254 Type:ERX-Mortgage
PAGES:12

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 859427 02:57:00 PM

11/04/2019
MB 15992 264

Fee:\$ 130.00

DOCUMENT DATE: 10/25/2019

MUNICIPALITY: DEPTFORD BLOCK: 123 LOT: 34

PARTIES:

FIRST PARTY-CHERJON OVERTON
ADDITIONAL PARTY-DARIUS W REAVES
SECOND PARTY-MORTGAGE ELECTRONIC REGISTRATION SYSTEMS IN
ADDITIONAL PARTY-GREENTREE MORTGAGE COMPANY LP

RECORD & RETURN TO:
SIMPLIFILE

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

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

When recorded, return to:
Greentree Mortgage Company, L.P.
Attn: Final Document Department
2 Eastwick Drive, Suite 300
Gibbsboro, NJ 08026

This document was prepared by:
Greentree Mortgage Company, L.P.
2 Eastwick Drive, Suite 300
Gibbsboro, NJ 08026
856-596-8858

Title Order No.: NTA 53576

LOAN #: 2342585

[Space Above This Line For Recording Data]

MORTGAGE

FHA Case No.

351-7686188-703-203B

MIN: 1002221-0003014208-5

MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) **"Security Instrument"** means this document, which is dated **October 25, 2019**, together with all Riders to this document.

(B) **"Borrower"** is **CHERJON OVERTON AND DARIUS W. REAVES**.

Borrower is the mortgagor under this Security Instrument.

(C) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) **"Lender"** is **Greentree Mortgage Company, L.P.**

Lender is a **Limited Partnership**,
under the laws of **Delaware**.

organized and existing

Lender's address is **2 Eastwick Drive, Suite 300 , Gibbsboro, NJ 08026**

(E) **"Note"** means the promissory note signed by Borrower and dated **October 25, 2019**. The Note states that Borrower owes Lender **ONE HUNDRED TWENTY FIVE THOUSAND ONE HUNDRED FIFTY TWO AND NO/100* * ***

*****Dollars (U.S. **\$125,152.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2049**.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider ☐ Condominium Rider ☒ Planned Unit Development Rider
☐ Other(s) [specify]

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic

LOAN #: 2342585

tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) **"Secretary"** means the Secretary of the United States Department of Housing and Urban Development or his designee.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the **County** of **Gloucester**

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

which currently has the address of **34 BAYBERRY COURT, Deptford,**

[Street] [City]

New Jersey **08096**

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or

LOAN #: 2342585

prejudice to its rights to refuse such payment or partial payments in the future. If Lender accepts such payments, it shall apply such payments at the time such payments are accepted. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone

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determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under

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this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not

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limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed.

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Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

22. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Section 23.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

24. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property;

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(e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

26. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Cherjon Overton
CHERJON OVERTON

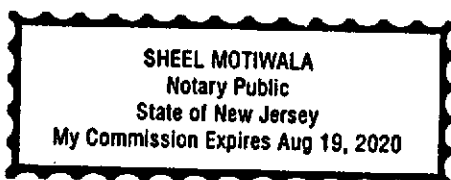
10/25/19 (Seal)
DATE

Darius W. Reaves
DARIUS W. REAVES

10-25-19 (Seal)
DATE

State of NEW JERSEY
County of GLOUCESTER, ss

On 10/25/19, before me, SHEEL MOTIWALA, Notary Public in and for said county, personally appeared CHERJON OVERTON AND DARIUS W. REAVES and stated to my satisfaction, that this person (or if more than one, each person) a) was the maker of the within instrument and, b) executed this instrument as his or her own act.



[Signature] 10/25/19
Notary's signature DATE

My commission expires 8/19/20

Lender: Greentree Mortgage Company, L.P.
NMLS ID: 16128
Loan Originator: Shawn Cloak
NMLS ID: 224784

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A-5 LEGAL DESCRIPTION

Issuing Office File No. NTA53576

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Municipality of Township of Deptford, in the County of Gloucester, State of NJ:

Section 1, dated August 23, 1976, revised August 25, 1976, made by M. Paul Austin EngineerAssociates, Inc.

TOGETHER WITH an easement and to certain lands described in a deed from Wendy Holmes Associates to Narraticon Association, Inc. dated March 4, 1975, recorded in the Gloucester County Clerk's Office on March 4, 1975 in Book 1279 of Deeds, Page 11.

ALSO TOGETHER with an easement in and to any lands hereinafter conveyed by WendyHolmes Associates to Narraticon Association, Inc.

ALSO TOGETHER, with an easement over lands of adjoining owners for purposes of repair or maintenance of improvements constructed on lands above described.

BEGINNING at a point in the Northerly line of Townhouse Lot #35 distant 9.00 feet on bearing South 82 degrees 18 minutes West along the line of the Southerly edge of Townhouse#34 from its intersection with the Westerly edge of Townhouse #35. This point of beginning is the point at the end of Course #41 of Exception #7 of the "Description of Lands dedicated as Open Space in Narraticon, Section 1, North Part," as recorded in Gloucester County Deed Book 1279, Page 141. Thence from the beginning point:

- (1) North 07 degrees 42 minutes West along dedicated Open Space 32.73 feet to a point for a corner, thence
- (2) North 82 degrees 18 minutes East along dedicated Open Space 53.38 feet to a point for a corner; thence
- (3) South 07 degrees 42 minutes East along dedicated Open Space 3207 feet to a point in the (extended) Northerly line of Townhouse #35; thence
- (4) South 82 degrees 18 minutes West along said line 15.00 feet to a point in the Easterly edge of Townhouse #34; thence
- (5) South 07 degree 42 minutes East, 0.33 feet to a point in the center line of the partywall of Townhouses #34 and #35; thence
- (6) South 82 degrees 18 minutes West along said centerline 29.38 feet to a point in the (extended) line of the Westerly edge of Townhouse #35; thence
- (7) South 07 degrees 42 minutes East along said line, 0.33 feet to a point in the Southerly edge of Townhouse #34 ;thence
- (8) South 82 degrees 18 minutes West along its line 9.00 feet to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: BEING Known as Lot 34, Block 123 on the Official Tax Map of Township of Deptford.

LOAN #: 2342585
MIN: 1002221-0003014208-5

FHA Case No. 351-7686188-703-203B

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **25th** day of **October, 2019**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **Greentree Mortgage Company, L.P., a Limited Partnership**

("Lender") of the same date and covering the Property described in the Security Instrument and located at:
34 BAYBERRY COURT
Deptford, NJ 08096.

The Property Address is a part of a planned unit development ("PUD") known as **The Woods at Narraticon**

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:
 - (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
 - (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

LOAN #: 2342585

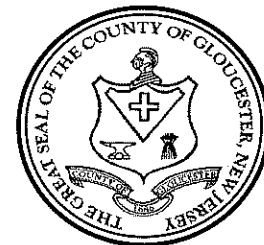
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 10/25/19 (Seal)

CHERJON OVERTON DATE

 10 25 19 (Seal)

DARIUS W. REAVES DATE



DOCKET#:45595 Type:ERX-Mortgage
PAGES:6

E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 987950 09:18:59 AM

08/19/2021
MB 17124 273

Fee:\$ 70.00

DOCUMENT DATE: 07/28/2021

PARTIES:

FIRST PARTY-CHERJON OVERTON
ADDITIONAL PARTY-DARIUS W REAVES
SECOND PARTY-SECRETARY OF HOUSING/URBAN DEVELOPMENT

RECORD & RETURN TO:
CORPORATION SERVICE COMPANY

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

After Recording Return To:
RUTH RUHL, P.C.
 Recording Department
 12700 Park Central Drive, Suite 850
 Dallas, Texas 75251

[Space Above This Line For Recording Data]

Loan No.: 0128005345

FHA Case No.: 351-7686188

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on July 28th, 2021.
 The Mortgagor is CHERJON OVERTON and DARIUS W. REAVES, whose address is 34 BAYBERRY
 COURT, DEPTFORD, New Jersey 08096

("Borrower").

This Security Instrument is given to the Secretary of Housing and Urban Development, and whose principal office and mailing address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of thirteen thousand three hundred thirty three and 23/100

Dollars (U.S. \$ 13,333.23). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on November 1st, 2049. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The maximum principal amount secured by this Security Instrument is \$ 13,333.23. For these purposes, Borrower does hereby mortgage, warrant, grant and convey to the Lender the following described property located in GLOUCESTER County, New Jersey:

First Lien Mortgage Information: Dated October 25th, 2019 and recorded in Book 15992, Page 264, Instrument No. 42254.

Loan No.: 0128005345

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 34 BAYBERRY CT, DEPTFORD, New Jersey 08096

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal.** Borrower shall pay when due the principal of the debt evidenced by the Note.
2. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
3. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

Loan No.: 0128005345

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or Applicable Law.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

9. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

Loan No.: 0128005345

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

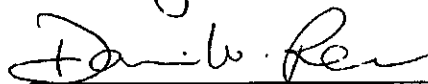
8/13/21
Date

8.13.2021
Date

Date

Date

 (Seal)
CHERJON OVERTON -Borrower

 (Seal)
DARIUS W. REAVES -Borrower

(Seal)
-Borrower

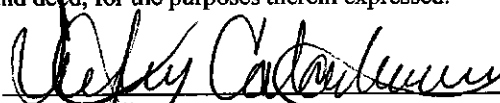
(Seal)
-Borrower

_____[Space Below This Line For Acknowledgment]_____

State of New Jersey §
County of Gloucester § ss:
§

On this 13th day of August, 2021, before me, the subscriber, personally appeared
CHERJON OVERTON and DARIUS W. REAVES

the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.


Notary Public

Stefany Cataudella
Type or Print Name of Notary

My Commission Expires: Oct. 16, 2023

STEFANY CATAUDELLA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES OCT. 16, 2023

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE MUNICIPALITY OF TOWNSHIP OF DEPTFORD, IN THE COUNTY OF GLOUCESTER, STATE OF NJ:

SECTION 1, DATED AUGUST 23, 1976, REVISED AUGUST 23, 1976, MADE BY M. PAUL AUSTIN ENGINEER ASSOCIATES, INC.

TOGETHER WITH AN EASEMENT AND TO CERTAIN LANDS DESCRIBED IN A DEED FROM WENDY HOLMES ASSOCIATES TO NARRATON ASSOCIATION, INC. DATED MARCH 4, 1975, RECORDED IN THE GLOUCESTER COUNTY CLERK'S OFFICE ON MARCH 4, 1975 IN BOOK 1279 OF DEEDS, PAGE 11.

ALSO TOGETHER WITH AN EASEMENT IN AND TO ANY LANDS HEREINAFTER CONVEYED BY WENDY HOLMES ASSOCIATES TO NARRATON ASSOCIATION, INC.

ALSO TOGETHER, WITH AN EASEMENT OVER LANDS OF ADJOINING OWNERS FOR PURPOSES OF REPAIR OR MAINTENANCE OF IMPROVEMENTS CONSTRUCTED ON LANDS ABOVE DESCRIBED.

BEGINNING AT A POINT IN THE NORTHERLY LINE OF TOWNHOUSE LOT #35 DISTANT 9.00 FEET ON BEARING SOUTH 82 DEGREES 18 MINUTES WEST ALONG THE LINE OF THE SOUTHERLY EDGE OF TOWNHOUSE #34 FROM ITS INTERSECTION WITH THE WESTERLY EDGE OF TOWNHOUSE #33. THIS POINT OF BEGINNING IS THE POINT AT THE END OF COURSE #41 OF EXCEPTION #7 OF THE "DESCRIPTION OF LANDS DEDICATED AS OPEN SPACE IN NARRATON, SECTION 1, NORTH PART," AS RECORDED IN GLOUCESTER COUNTY DEED BOOK 1279, PAGE 141. THENCE FROM THE BEGINNING POINT:

(1) NORTH 07 DEGREES 42 MINUTES WEST ALONG DEDICATED OPEN SPACE 32.73 FEET TO A POINT FOR A CORNER; THENCE

(2) NORTH 82 DEGREES 18 MINUTES EAST ALONG DEDICATED OPEN SPACE 53.38 FEET TO A POINT FOR A CORNER; THENCE

(3) SOUTH 07 DEGREES 42 MINUTES EAST ALONG DEDICATED OPEN SPACE 3207 FEET TO A POINT IN THE (EXTENDED) NORTHERLY LINE OF TOWNHOUSE #35; THENCE

(4) SOUTH 82 DEGREES 18 MINUTES WEST ALONG SAID LINE 15.00 FEET TO A POINT IN THE EASTERLY EDGE OF TOWNHOUSE #34; THENCE

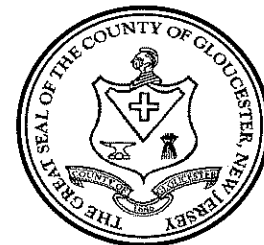
(5) SOUTH 07 DEGREE 42 MINUTES EAST, 0.33 FEET TO A POINT IN THE CENTER LINE OF THE PARTYWALL OF TOWNHOUSES #34 AND #33; THENCE

(6) SOUTH 82 DEGREES 18 MINUTES WEST ALONG SAID CENTERLINE 29.38 FEET TO A POINT IN THE (EXTENDED) LINE OF THE WESTERLY EDGE OF TOWNHOUSE #33; THENCE

(7) SOUTH 07 DEGREES 42 MINUTES EAST ALONG SAID LINE, 0.33 FEET TO A POINT IN THE SOUTHERLY EDGE OF TOWNHOUSE #34; THENCE

(8) SOUTH 82 DEGREES 18 MINUTES WEST ALONG ITS LINE 9.00 FEET TO THE POINT AND PLACE OF BEGINNING

Tax ID #: BLOCK: 123 LOT: 34



DOCKET#:16807 Type:ERX-Assignment of Mo
PAGES:2

E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 1115571 10:49:47 AM

06/12/2023
AB 476 27

Fee:\$ 40.00

DOCUMENT DATE: 06/09/2023

MUNICIPALITY: DEPTFORD BLOCK: LOT:

REFERENCE DOC: MORTGAGE 15992 264 42254 11/4/2019 00:00:00

PARTIES:

FIRST PARTY-GREENTREE MORTGAGE COMPANY LP
ADDITIONAL PARTY-MORTGAGE ELECTRONIC REGISTRATION SYSTEMS IN
ADDITIONAL PARTY-CHERJON OVERTON
ADDITIONAL PARTY-DARIUS W REAVES
SECOND PARTY-AMERIHOM MORTGAGE COMPANY LLC

RECORD & RETURN TO:
SIMPLIFILE

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

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

When Recorded Return To:
Cenlar FSB C/O Nationwide Title Clearing, LLC
2100 Alt. 19 North
Palm Harbor, FL 34683

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, AS MORTGAGEE, AS NOMINEE FOR GREENTREE MORTGAGE COMPANY, L.P., ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) by these presents does convey, grant, assign, transfer and set over the described Mortgage with all liens, and any rights due or to become due thereon to **AMERIHOM MORTGAGE COMPANY, LLC, WHOSE ADDRESS IS 1 BAXTER WAY SUITE 300, THOUSAND OAKS, CA 91362, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)**.

Said Mortgage is dated 10/25/2019, made by **CHERJON OVERTON AND DARIUS W. REAVES** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR GREENTREE MORTGAGE COMPANY, L.P., ITS SUCCESSORS AND ASSIGNS**, and recorded on 11/04/2019, in Mortgage **Book MB 15992, Page 264 and Docket # 42254**, in the office of the Register of Titles and County Recorder in **GLOUCESTER** County, **New Jersey**.

Property is commonly known as: 34 BAYBERRY COURT DEPTFORD TWP
DEPTFORD, NJ 08096.

Dated this 09th day of June in the year 2023.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR GREENTREE MORTGAGE COMPANY, L.P., ITS SUCCESSORS AND ASSIGNS



CECELIA MANSFIELD

VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

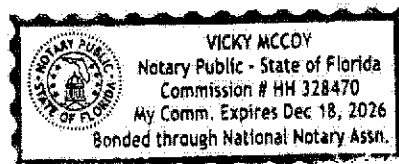
STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 09th day of June in the year 2023, by Cecelia Mansfield as VICE PRESIDENT of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR GREENTREE MORTGAGE COMPANY, L.P., ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.



VICKY MCCOY

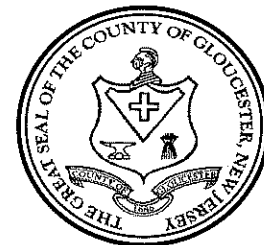
COMM EXPIRES: 12/18/2026



Document Prepared By: Jennifer Zak/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
CENAV 438104382 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) DEFAULT
MIN 100222100030142085 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI
48501-2026 DOCR T092306-12:17:25 [C-1] EFRMNJ1



D0101010870



DOCKET#:29255 Type:ERX-Mortgage
PAGES:6

E-recorded

HONORABLE JAMES N. HOGAN
GLOUCESTER COUNTY CLERK
RECEIPT#: 1133824 11:10:13 AM

10/02/2023
MB 18138 259

Fee:\$ 70.00

DOCUMENT DATE: 09/06/2023

PARTIES:

FIRST PARTY-CHERJON OVERTON
ADDITIONAL PARTY-DARIUS W REAVES
SECOND PARTY-SECRETARY OF HOUSING AND URBAN DEVELOPMENT

RECORD & RETURN TO:
CORPORATION SERVICE COMPANY

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

After Recording Return To:
RUTH RUHL, P.C.
Recording Department
12700 Park Central Drive, Suite 850
Dallas, Texas 75251

[Space Above This Line For Recording Data]

Loan No.: 0128005345

Investor Loan No.: 1500380431

FHA Case No.: 351-7686188

PARTIAL CLAIM MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Instrument") is given on September 6th, 2023. The Mortgagor is CHERJON OVERTON and DARIUS W REAVES, whose address is 34 BAYBERRY COURT, DEPTFORD, New Jersey 08096 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose principal office and mailing address is 451 Seventh Street, SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of seven thousand twenty one and 78/100 Dollars (U.S. \$7,021.78). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on November 1st, 2049. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The maximum principal amount secured by this Security Instrument is \$7,021.78. For these purposes, Borrower does hereby mortgage, warrant, grant and convey to the Lender the following described property located in GLOUCESTER County, New Jersey:

Loan No.: 0128005345

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 34 BAYBERRY COURT, DEPTFORD, New Jersey 08096.

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

Loan No.: 0128005345

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street, SW, Washington, DC 20410** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property; (e) the Borrower's right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure; and (f) any other disclosure required under the Fair Foreclosure Act, codified at §§ 2A:50-53 et seq. of the New Jersey Statutes, or other Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, attorneys' fees and costs of title evidence permitted by Rules of Court.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph or Applicable Law.

8. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

9. No Claim of Credit for Taxes. Borrower will not make deduction from or claim credit on the principal or interest secured by this Security Instrument by reason of any governmental taxes, assessments or charges. Borrower will not claim any deduction from the taxable value of the Property by reason of this Security Instrument.

Loan No.: 0128005345

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

9/25/2023
Date

Cherjon Overton (Seal)
CHERJON OVERTON -Borrower

9.25.2023
Date

Darius W Reaves (Seal)
DARIUS W REAVES -Borrower

Date

(Seal)
-Borrower

Date

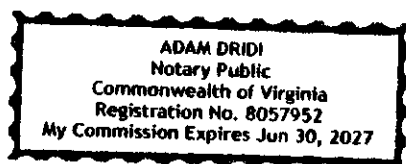
(Seal)
-Borrower

_____[Space Below This Line For Acknowledgment]_____

State of Virginia §
County of Prince William §

On this September 25, 2023, before me, the subscriber, personally appeared
CHERJON OVERTON and DARIUS W REAVES

the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.



Adam Dridi
Notary Public

Adam Dridi
Type or Print Name of Notary

My Commission Expires: June 30, 2027

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE MUNICIPALITY OF TOWNSHIP OF DEPTFORD, IN THE COUNTY OF GLOUCESTER, STATE OF NJ:

SECTION 1, DATED AUGUST 23, 1976, REVISED AUGUST 25, 1976. MADE BY M. PAUL AUSTIN ENGINEER ASSOCIATES, INC.

TOGETHER WITH AN EASEMENT AND TO CERTAIN LANDS DESCRIBED IN A DEED FROM WENDYHOLMES ASSOCIATES TO NARRATICON ASSOCIATION, INC. DATED MARCH 4, 1975, RECORDED IN THE GLOUCESTER COUNTY CLERK'S OFFICE ON MARCH 4, 1975 IN BOOK 1279 OF DEEDS, PAGE 11.

ALSO TOGETHER WITH AN EASEMENT IN AND TO ANY LANDS HEREINAFTER CONVEYED BY WENDYHOLMES ASSOCIATES TO NARRATICON ASSOCIATION, INC

ALSO TOGETHER, WITH AN EASEMENT OVER LANDS OF ADJOINING OWNERS FOR PURPOSES OF REPAIR OR MAINTENANCE OF IMPROVEMENTS CONSTRUCTED ON LANDS ABOVE DESCRIBED.

BEGINNING AT A POINT IN THE NORTHERLY LINE OF TOWNHOUSE LOT #35 DISTANT 9.00 FEET ON BEARING SOUTH 82 DEGREES 18 MINUTES WEST ALONG THE LINE OF THE SOUTHERLY EDGE OF TOWNHOUSE#34 FROM ITS INTERSECTION WITH THE WESTERLY EDGE OF TOWNHOUSE #35. THIS POINT OF BEGINNING IS THE POINT AT THE END OF COURSE #41 OF EXCEPTION #7 OF THE "DESCRIPTION OF LANDS DEDICATED AS OPEN SPACE IN NARRATICON, SECTION 1, NORTH PART," AS RECORDED IN GLOUCESTER COUNTY DEED BOOK 1279, PAGE 141. THENCE FROM THE BEGINNING POINT:

(1) NORTH 07 DEGREES 42 MINUTES WEST ALONG DEDICATED OPEN SPACE 32.73 FEET TO A POINT FOR A CORNER, THENCE

(2) NORTH 82 DEGREES 18 MINUTES EAST ALONG DEDICATED OPEN SPACE 53.38 FEET TO A POINT FOR A CORNER; THENCE

(3) SOUTH 07 DEGREES 42 MINUTES EAST ALONG DEDICATED OPEN SPACE 3207 FEET TO A POINT IN THE (EXTENDED) NORTHERLY LINE OF TOWNHOUSE #35; THENCE

(4) SOUTH 82 DEGREES 18 MINUTES WEST ALONG SAID LINE 15.00 FEET TO A POINT IN THE EASTERLY EDGE OF TOWNHOUSE #34; THENCE

(5) SOUTH 07 DEGREE 42 MINUTES EAST, 0.33 FEET TO A POINT IN THE CENTER LINE OF THE PARTYWALL OF TOWNHOUSES #34 AND #35; THENCE

(6) SOUTH 82 DEGREES 18 MINUTES WEST ALONG SAID CENTERLINE 29.38 FEET TO A POINT IN THE (EXTENDED) LINE OF THE WESTERLY EDGE OF TOWNHOUSE #35; THENCE

(7) SOUTH 07 DEGREES 42 MINUTES EAST ALONG SAID LINE, 0.33 FEET TO A POINT IN THE SOUTHERLY EDGE OF TOWNHOUSE #34 ;THENCE

(8) SOUTH 82 DEGREES 18 MINUTES WEST ALONG ITS LINE 9.00 FEET TO THE POINT AND PLACE OF BEGINNING

Tax ID #: BLOCK: 123 LOT: 34

Darius W. Reaves	From 10/25/19	To 12/17/24
Kevin Overton	From 6/29/16	To 11/4/19
Cherjon Overton(Reaves)	From 6/29/16	To 12/17/24
	From	To
	From	To
	From	To

Blk 123
Lot 34
Deptford

[illegible]

ST	FL	BC	CL	Judge	LP	N.S.
✓✓✓✓	✓✓✓✓	✓✓✓✓	✓✓✓✓	✓✓✓✓	✓✓✓✓	✓✓✓✓