

DISCHARGE OF MORTGAGE

A certain Mortgage dated 12/10/12, was made by Michael Jenkins of 72 Park Terrace, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$35,000. It was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on January 9, 2013in Mortgage Book 12410, Page 700.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and Certify to this Discharge of Mortgage on

Witnessed or Attested by:

Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was title maker of the attached instrument;
- (b) Executed this instrument as his or her own act

STATE OF NEW JERSEY, COUNTY
OF ESSEX CERTIFY THAT ON

SS

Personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was maker of the attached instrument
- (b) was authorized to and did execute this instrument as of the entity name in this instrument, and;
- (c) execute this instrument as the act of the entity named in this instrument.

Record and Return to:

Date: 03/10/16 Amount: 37,000.00

File Number: CL-9067

Check #: 23276

Pay To: West Orange Township

Buyer: Michael Jenkins and Luz Stella Jenkins

Seller:

Property: 72 Park Terrace, West Orange, NJ 07052

0.00 Loan#

37,000.00 Payoff Principal

Security features are included. Details on back

CL-9067

**CITY LINE ABSTRACT COMPANY
SETTLEMENT TRUST / ESCROW ACCOUNT 5**
15 SAINT ASAPH'S ROAD
BALA CYNWYD, PA 19004
(610) 664-9422

Wells Fargo Bank, N.A.
3-60/310

0232

23276

03/10/16

\$37,000.00

DATE

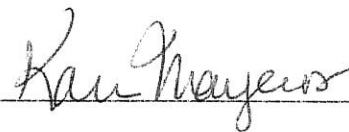
AMOUNT

The Sum THIRTY SEVEN THOUSAND DOLLARS and 00/100

PAY
TO THE
ORDER
OF

West Orange Township

W.Orange Dept. of Planning & C
c/o Joanne Carlucci, 66 Main S
West Orange NJ 07052



⑈023276⑈ ⑆031000503⑆ 2000048001894⑈

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED BELOW THIS WARNING BAND.

CITY LINE ABSTRACT COMPANY

15 Saint Asaph's Road
Bala Cynwyd, PA 19004
(610) 664-9422
(610) 664-9435 – Fax

March 4, 2016

Our File No. CL-9067

West Orange Township
W. Orange Dept. of Planning & Community Development
c/o Joanne Carlucci, 66 Main S
West Orange NJ 07052
Attn: Mortgage Payoff Dept.

RE: Account #

Property: 72 Park Terrace, West Orange, NJ 07052

Owners: Michael Jenkins and Luz Stella Jenkins

To Whom It May Concern:

Pursuant to your written payoff statement (a copy of which is enclosed herewith) we now provide our check payable to your institution in the amount of \$37,000.00 representing payment in full of the within mortgage account. In the event this sum is insufficient to pay in full all sums due, for any reason, please do not return this check, but rather you are hereby directed to apply the enclosed payment against all sums due. Thereafter, please call this office to advise, and prepare and fax a new payoff statement setting forth any remaining balance due with a per diem.

Please cancel the loan immediately and promptly execute and record a Satisfaction of Mortgage in the appropriate county recorder of deeds office in order to remove the lien of the mortgage.

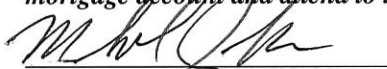
If this is a Home Equity Line of Credit, these funds are intended to pay the undersigned's line of credit in full and close it. You have as of this date received funds to pay the above referenced line of credit in full. As such, you are hereby instructed to close this line of credit and attend to the preparation of a discharge, satisfaction or cancellation in recordable form. The mortgagors' authorization and direction to close the account is set forth below.

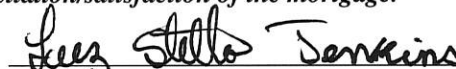
The return of any overpayment should be sent to the undersigned at the address below.

Mortgagor/Seller forwarding address: same as above

Sincerely,
Settlement Representative

This payoff transmittal letter is remitted at our direction and request. I/We authorize and direct you to close our equity line mortgage account and attend to the discharge/cancellation/satisfaction of the mortgage.


Michael Jenkins


Luz Stella Jenkins

**Township of West Orange
Housing Rehabilitation Program
(WOHRP)**

Steven J. Weinberg
Program Coordinator

973-324-1556 or 732-390-4745

P.O. Box 6025
East Brunswick, NJ 08816

steve.weinberg@mac.com

March 1, 2016

Mr. & Mrs. Michael & Luz Jenkins
72 Park Ter.
West Orange, NJ 07052

Dear Mr. & Mrs. Jenkins :

The Township Planning and Community Development Department has told me that you wish to pay off your West Orange Housing Rehabilitation Program loan.

Your loan payout amount is \$35000.00. Your administrative fee is \$2,000.00.

Your total payout to the Township, then, would be \$37000.00.

Please have the payoff check made out to West Orange Township and mailed to the West Orange Department of Planning and Community Development, % Joanne Carlucci, 66 Main St., West Orange, NJ 07052

Sincerely,

Steven J. Weinberg
Program Coordinator

cc: Dept. of Planning & Community Development

RECORDING INFORMATION SHEET

ESSEX COUNTY REGISTER'S OFFICE
HALL OF RECORDS , ROOM 130
465 MARTIN LUTHER KING Jr. Blvd
NEWARK NJ 07102

INSTRUMENT NUMBER:

13002053

DOCUMENT TYPE :

MORTGAGE**Official Use Only**

PHILIP THIGPEN, REGISTER
ESSEX COUNTY, NJ

INSTRUMENT NUMBER
13002053
RECORDED ON
January 9, 2013 12:52 am
BOOK:12410 PAGE:700

HB

MAIL COPY _____
NO COPY _____
ENVELOPE _____

ADDITIONAL STAMPINGS _____

Return Address (for recorded documents)
COMMUNITY ACTION SERVICE
P.O. BOX 6025
EAST BRUNSWICK NJ 08816

No. Of Pages *(excluding Summary Sheet)*

4

Recording Fee *(excluding Transfer Tax)*

\$8.00

Realty Transfer Tax

\$0.00

Amount Charged**(Charge)**

\$8.00

Municipality

WEST ORANGE

Parcel Information**Block****Lot****First Party Name**

MICHAEL JENKINS

Second Party Name

WEST ORANGE, TOWNSHIP OF

Additional Information (Official Use Only)

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF ESSEX COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

Return to →

Community Action Service
P.O. Box 6025
East Brunswick, NJ 08816

MORTGAGE

THIS IS A LEGALLY BINDING DOCUMENT WHICH CREATES A LIEN. DURING THIS THREE-DAY PERIOD, YOU MAY CHOOSE TO HIRE AN ATTORNEY TO REVIEW THIS DOCUMENT. IN THIS THREE-DAY PERIOD, IT IS POSSIBLE TO CANCEL THE DOCUMENT WITHOUT ANY PENALTY. THE CANCELLATION, HOWEVER, MUST BE IN WRITING.

THIS MORTGAGE made this **10th** day of **December**, 2012 between: **Michael & Luz Stella Jenkins** residing at **72 Park Terrace, West Orange, NJ 07052**, the BORROWER(S), and the TOWNSHIP OF WEST ORANGE, 66 Main Street, West Orange NJ 07052, the LENDER.

The BORROWER(S) has applied for monetary assistance under the LENDER'S West Orange Township Housing Rehabilitation Program for the purpose of correcting defects in the house and bringing up to Property Maintenance Code standards. The LENDER has agreed to grant the BORROWER(S) a loan with deferred payments in the amount of: **\$35,000.00 (Thirty-Five Thousand Dollars)** which shall constitute the total amount of the loan on which no interest shall be charged. Receipt of the loan is hereby acknowledged and is evidenced by a Mortgage Note which will be signed at the same time as this document.

The loan is to be repaid by the BORROWER(S) in accordance with this Mortgage and subject to all the terms and conditions as listed in the Mortgage Note. The Mortgage will secure that the LENDER will be repaid the monies loaned and any other costs or charges incurred for the repair of the BORROWER (S) property.

To insure that BORROWER(S) performs its obligations as called for by the Mortgage and Mortgage Note, the BORROWER(S) hereby mortgages to the LENDER, its successors and assigns the tract of land and premises located in the Township of West Orange, County of Essex, State of New Jersey, at **72 Park Terrace, West Orange, NJ 07052** more specifically known as Block **113.01**, Lot **100** as shown on the current tax map of the Township of West Orange. This premises was conveyed to the BORROWER(S) by deed from **Henry W. and Martha Van Hagens** dated **11/30/1992** and recorded in the Township Clerk's Office on **12/11/1992** in Book No. **5239**, Page **909**.

The BORROWER(S) agrees:

- 1) **Ownership.** BORROWER(S) owns the property and will defend his/her ownership against all claims.
- 2) **Payments.** He/she will make all payments required by the Mortgage Note and Mortgage.
- 3) **Insurance.** He/she will maintain extended coverage insurance on the property in an amount at least equal to the amount of the mortgage. Insurance companies, policies, amounts and types of coverage must be acceptable to the LENDER. He/she will notify the LENDER in the event of

any substantial loss or damage. The LENDER may then settle the claim on his/her behalf if he/she fails to do so.

4) Repairs. He/she will keep the property in good repair, neither damaging nor abandoning it. He/she will allow the LENDER to inspect the property upon reasonable notice.

5) Mortgage and Mortgage Note. He/she will comply with all of the terms of the Mortgage, Mortgage Note and the West Orange Township Housing Rehabilitation Program guidelines and procedures. If any provision of this Mortgage is found to be inconsistent with the Mortgage Note, the terms of the Mortgage Note shall control.

6) Lawful Use. Use of the property shall be in compliance with all the laws, ordinances and other requirements of any governmental authority.

7) The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDERS security interest in the property.

The LENDER may declare BORROWER(S) in default on the Mortgage Note and this Mortgage if:

a) BORROWER(S) fails to make any payment required by the Mortgage Note and this Mortgage within 30 days after its due date;

b) BORROWER(S) fails to keep any other promise he/she makes in the Mortgage Note or this Mortgage;

c) BORROWER(S) sells the property, transfers title to the property, dies, or (in the case of a single family home) the borrower rents it to anyone for any reason. If the property contains rental units, the borrower may only rent to certified low or moderate income renters per COAH regulations for the life of the Mortgage and Mortgage Note.;

d) The holder of any lien (debt) on the property starts foreclosure proceedings; or

e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the BORROWERS;

f) There is a default under a senior mortgage; or

g) BORROWER(S) fails to comply with any term or condition set forth in the West Orange Township Housing Rehabilitation Deferred Loan Agreement, the Mortgage Note, this Mortgage or the West Orange Township Housing Rehabilitation Program guidelines and procedures.

8) Rights Given to the Lender. BORROWERS(S) mortgage the property to the LENDER. This means that he/she gives the LENDER those rights stated in this Mortgage, also those rights the law gives to lenders of mortgages on real property. When he/she pays all amounts due to the

LENDER under this Mortgage Note and Mortgage, LENDER'S rights under this Mortgage will end. The LENDER will then cancel this Mortgage at BORROWER(S) expense.

9) Term. This Mortgage shall be due and payable whenever this property shall be sold or title transferred or BORROWER ceased to occupy this property as their primary residence as provided for in the Mortgage Note.

10) The Lender may subordinate the lien of this Mortgage to the lien of any subsequent home equity loan, secondary mortgage or refinancing to be procured by the BORROWER (S). The Lender will establish rules and regulations for BORROWER(S) to follow in requesting such subordination and may require a reasonable fee to process the necessary paperwork. BORROWER(S) must allow ample time for the Lender to process any such request prior to the anticipated closing of the new financing that requires any subordination of the lien of their West Orange Housing Program Mortgage.

11) In the event the Lender agrees to subordinate its mortgage, the LENDER shall, if required by the lending institution and after being presented with necessary documentation, execute such documents as may be necessary within twenty-five days of request to do so, to indicate the subordinate character of this Mortgage.

12) No Waiver by Lender. LENDER may exercise any rights under this Mortgage even if LENDER has delayed in exercising that right or has agreed to an earlier instance not to exercise that right. LENDER does not waive its rights to declare that BORROWER(S) is in default by making payments or incurring expenses on BORROWER(S) behalf.

THE BORROWER(S) HEREBY DECLARES AND ACKNOWLEDGES THAT THE BORROWER(S) HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed the agreement and that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

R. L. F.

Michael Jenkins
Michael Jenkins
Luz Stella Jenkins
Luz Stella Jenkins

INDIVIDUAL ACKNOWLEDGMENT
STATE OF NEW JERSEY
TOWNSHIP OF WEST ORANGE

ss.

On this 10 day of December, 2012, by me Christopher

Fioravanti, personally appeared Michael + Luz Stella

Jenkins who I am satisfied is the person(S) named in and who executed this document, and who signed, sealed and delivered the same as his/her voluntary act and deed, for the purpose herein specified.

Chris Fioravanti
NOTARY PUBLIC

CHRISTOPHER FIORAVANTI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/4/2015

Returns to

Community Action Service
P.O. Box 6025
East Brunswick, NJ 08816