

Exhibit “A”

RECORDING INFORMATION SHEET

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

INSTRUMENT NUMBER:
13041017

DOCUMENT TYPE:
MORTGAGE

Official Use Only

PHILIP THIGPEN, REGISTER
ESSEX COUNTY, NJ

INSTRUMENT NUMBER
13041017

RECORDED ON
May 9, 2013 08:59 am
BOOK: 12432 PAGE: 5648

BB

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

No. Of Pages (excluding Summary Sheet)	4
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Recording Fee (excluding Transfer Tax)	\$8.00
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Realty Transfer Tax	\$0.00
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Amount Charged (Charge)	\$8.00
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Municipality	WEST ORANGE
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Parcel Information	Block Lot
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First Party Name	VERNON G MITCHELL
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Second Party Name	WEST ORANGE, TOWNSHIP OF
-------------------	--------------------------

Additional Information (Official Use Only)

MAIL COPY _____

NO COPY _____

ENVELOPE _____

ADDITIONAL STAMPINGS _____

***** DO NOT REMOVE THIS PAGE *****
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***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

UBK 12432-5648
Rec 5.9.13

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 **6th** day of **February**, 2013 between: **Vernon G. & Thelma C. Mitchell** residing at **589 Eagle Rock Ave, 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 **589 Eagle Rock Ave, West Orange, NJ 07052** more specifically known as Block **152.17**, Lot **957** as shown on the current tax map of the Township of West Orange. This premises was conveyed to the BORROWER(S) by deed from **Ralph P. Dyer** dated **6/5/2001** and recorded in the Township Clerk's Office on **6/28/2001** in Book No. **5808**, Page **600**.

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)

P. J. B.

Vernon G. Mitchell
Vernon G. Mitchell

Thelma C. Mitchell
Thelma C. Mitchell

INDIVIDUAL ACKNOWLEDGMENT
STATE OF NEW JERSEY
TOWNSHIP OF WEST ORANGE

ss.

Not Certified Copy

On this 6 day of February, 2013, by me Chris

Fioravanti, personally appeared Vernon G. Mitchell

Thelma C. Mitchell 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

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

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to →

Exhibit “B”

RECORDING INFORMATION SHEET

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

INSTRUMENT NUMBER:
13046713

DOCUMENT TYPE:
MORTGAGE

Official Use Only

PHILIP THIGPEN, REGISTER
ESSEX COUNTY, NJ

INSTRUMENT NUMBER
13046713

RECORDED ON
May 24, 2013 02:04 pm
BOOK:12435 PAGE:9853

LJ

Return Address (for recorded documents)
COMMUNITY ACTION SERVICES
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 VERNON G MITCHELL

Second Party Name WEST ORANGE, TOWNSHIP OF

MAIL COPY _____

NO COPY _____

ENVELOPE _____

ADDITIONAL STAMPINGS _____

Additional Information (Official Use Only)

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MBL 12435-9853
Rec. 5.24.13

MORTGAGE

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

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to →*

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

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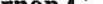
THE BORROWER(S) HEREBY DECLARES AND ACKNOWLEDGES THAT THE BORROWER(S) HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

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)

PSH


Vernon G. Mitchell

Thelma C. Mitchell
Thelma C. Mitchell

INDIVIDUAL ACKNOWLEDGMENT
STATE OF NEW JERSEY
TOWNSHIP OF WEST ORANGE

\$\$.

Not Certified Copy

On this 6 day of February, 20 13, by me Chris Fioravanti

_____, personally appeared Vernon G. Mitchell

Thelma C. Mitchell 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 Fioranti
NOTARY PUBLIC

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

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

Return to →

BORROWER'S CERTIFICATION AND AUTHORIZATION**CERTIFICATION**

The undersigned certify the following:

1. I/We have applied for a mortgage loan from NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER ("Lender").
In applying for the loan, I/we completed a loan application containing information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.
2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process. This may include verifying the information provided on the application.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Lender and to any investor to whom you may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request for a period not in excess of three months from the date of my/our execution of this Authorization to Release Information. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. I/We further authorize Lender to order a consumer credit report and verify other credit information.
4. Lender or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application. A copy of this authorization may be accepted as an original.
5. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated. The mortgage guaranty insurer (if any) is: N/A

Borrower *Vernon Mitchell* 10/22/12 145-66-1816
Date Social Security Number

Borrower *Thelma Mitchell* 10/22/12 112-58-5937
Date Social Security Number

Borrower _____ Date _____ Social Security Number _____

Borrower _____ Date _____ Social Security Number _____

Borrower _____ Date _____ Social Security Number _____

Borrower _____ Date _____ Social Security Number _____

Exhibit “C”

DISCHARGE OF MORTGAGE

A certain Mortgage dated February 6, 2013 was made by Vernon G. Mitchell and Thelma C. Mitchell, 589 Eagle Rock Avenue, West Orange, N.J. to the Township of West Orange.

This Mortgage was made to secure payment of \$35,000.00. This Mortgage was recorded or registered in the office of the county recording officer of Essex County, State of New Jersey, on May 9, 2013 in Mortgage Book 12432, Page 5648 as Instrument Number 13046713. This Mortgage was inadvertently recorded again on May 24, 2013 in Mortgage Book 12435, Page 9853 as Instrument Number 13041017.

1. Instrument Number 13041017 recorded on May 24, 2013 in Mortgage Book 12435, Page 9853 was inadvertently filed. It may now be DISCHARGED of record. This means that Instrument Number 13041017 recorded on May 24, 2013 in Mortgage Book 12435, Page 9853 is now canceled and void.
2. Instrument Number 13046713 recorded on May 9, 2013 in Mortgage Book 12432, Page 5648 shall REMAIN IN FULL FORCE AND EFFECT as a recording of this Mortgage.
3. I sign and Certify to this Discharge of Mortgage on January _____, 2018.

Witnessed or Attested by:

TOWNSHIP OF WEST ORANGE

STATE OF NEW JERSEY,

SS:

COUNTY OF ESSEX

Name: Robert D. Parisi

Title: Mayor, Township of West Orange

I CERTIFY that, on January _____, 2018, **Robert D. Parisi** personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) this person signed and delivered the foregoing document as the Mayor of the Township of West Orange, named in this document; and

(b) this document was signed and delivered by the Company as its voluntary act and deed with all necessary authority.

RECORD AND RETURN TO:
Community Action Services
P.O. Box 6025
East Brunswick, NJ 08816

Print name and title below signature