

This Contract, made the 7th day of August 19 80

Between

RUTH CZLAPINSKI

residing or located at 70 East 5th Street
in the City of Bayonne in the County of
Hudson and State of New Jersey herein designated as the Seller,

And

JOEL FELLER and CHERYL FELLER, his wife

residing or located at 799 Avenue A
in the City of Bayonne in the County of
Hudson and State of New Jersey herein designated as the Purchaser;

Witnesseth, That the Seller, for and in consideration of the sum of -----
EIGHTY-FIVE THOUSAND (\$85,000.00) and 00/100-----

Dollars
to be paid and satisfied as stipulated herein, and also in consideration of the covenants and agreements herein contained and to be performed by the Purchaser, agrees to convey to the Purchaser, free from all encumbrances except as this contract may otherwise provide, by deed of Bargain and Sale with covenant against grantor's acts on the date herein fixed for the closing of title,

All those certain lots, tracts or parcels of land, together with the buildings and improvements thereon and the privileges and appurtenances thereto appertaining, situate, lying and being in the City of Bayonne in the County of Hudson and State of New Jersey, more particularly described as follows:

BEGINNING at a point on the southerly side of East 5th Street 100 feet westerly from the intersection of the said southerly side of East 5th Street with the westerly side of Hobart Avenue, and running thence (1) South 10° 0' West 100.69 feet to a point; thence (2) North 80° 25' west 44.00 feet to a point; thence (3) North 10° 0' east, and parallel with the first course, 100.50 feet to a point on the southerly side of East 5th Street and thence (4) North 79° 20' west along the said southerly side of East 5th Street 44.0 feet to the point or place of beginning.

The aforesaid description is in accordance with the survey of the subject premises prepared by James Henderson, L.S., dated June 20, 1959.

The aforesaid premises being known as Lot 12A in Block 439 on the tax map of the City of Bayonne, and as 70 East 5th Street, Bayonne, New Jersey.

Being the same premises conveyed to Ruth Czapinski and Vincent Czapinski, her husband, by deed of the City of Bayonne dated May 26, 1954 and recorded in the Register's Office of Hudson County on July 6, 1954 in Book 2595 of Deeds for Hudson County, at page 400.

Vincent Czapinski, the husband of Ruth Czapinski, departed this life on January 18, 1965, a resident of Bayonne, New Jersey.

Title to the subject premises shall be delivered with the owner's apartment vacant, broom clean and free of tenancies, and subject to the following tenancies:

| Unit | Tenant | Monthly Rental | Security Deposit |
|--------------|----------------|----------------|------------------|
| Ground Floor | Joseph Patrick | \$285.00 | \$250.00 |
| Top Floor | Jack Fargano | \$250.00 | \$175.00 |

The subject tenancies are month to month with rent payable on the first day of each month, in advance. The landlord supplies heat, hot water, gas and electric to the ground floor apartment; and heat, hot water and gas to the top floor apartment. Landlord shall not make any changes in

the aforesaid tenancies without purchasers consent, which same consent shall not be unreasonable withheld. At title closing, Seller shall turn over the tenants' security deposit to Purchasers. Seller shall give timely notice to existing tenants that a rent increase will be in effect on the first day of the month immediately following the anticipated date for closing of title; said notices shall be prepared by Purchasers and forwarded to Seller's attorney for Seller to execute.

The Purchasers shall have the right to inspect the subject premises, at reasonable times, prior to closing, by appointment, subject to availability with regard to tenants' apartments.

In the event that the Seller is unable to convey title in accordance with the terms of this agreement, Purchasers' sole remedies shall be to accept such title as the Seller can convey without diminution of the purchase price; or the return of all deposit monies plus reasonable search fees, not to exceed \$200.00; whereupon this agreement shall be null and void and neither party have any further rights hereunder.*

And the Purchaser agrees to pay or cause to be paid to the Seller, the aforesaid sum as the purchase price, in the following manner:

Upon execution of this Contract, for which this is a receipt, to be held in escrow by Robert P. Weinberg, Esq., Attorney for Seller \$ 8,500.00

Balance on delivery of deed, in cash or by certified or bank cashier's check \$ 76,500.00

Total. . . \$ 85,000.00

By assuming the mortgage at present a lien on the premises, and paying the same according to the terms thereof \$

This agreement is contingent upon the purchasers obtaining a first mortgage loan commitment within 30 days of the date hereof,

~~XXXXXXXXXXXXXXXXXXXX~~
same containing usual interest, tax, assessment, insurance and installment default clauses, and an agreement not to claim credit on the interest payable on bond and mortgage, by reason of any tax assessed, or to be assessed against the premises, with interest at ~~XXXXXXXXXX~~ prevailing rate and terms in the ~~XXXX~~ sum of ~~XXXX~~ \$68,000.00.

In the event that the Purchasers cannot obtain a mortgage loan commitment as aforesaid, and have not waived such mortgage contingency, either party may cancel this agreement by written notice to the other's attorney, by U.S. certified mail, return receipt requested. Placement fees (including points) shall be the Purchaser's responsibility.

* This contract is subject to Purchasers' obtaining, at their own cost and expense, a termite inspection of the property within 15 days of the date hereof. Seller agrees to cooperate with the termite control company and to permit their access to the interiors of the dwelling. In the event the termite control company finds evidence of infestation or damage by termites or other wood destroying pests, Seller agrees to correct said condition at her own cost and expense, provided same does not exceed \$350.00. In the event said cost exceeds \$350.00 and Seller does not correct the condition, Purchaser shall have the option of declaring this contract null and void.

This contract is entered into with the purchaser's full knowledge as to the value of the land and the buildings and improvements thereon, and not upon any representations as to the value, character, quality or condition thereof, other than as may be expressly provided herein.

And it is Agreed, by the parties to these presents, that the Purchaser may enter into and upon the said land and premises on closing of title and from thence take the rents, issues and profits to the use of the Purchaser.

The rents of said premises, insurance premiums, water rents, taxes, fuel and interest on Mortgage, if any, shall be adjusted, apportioned and allowed as of the day of delivery of said deed.

Gas and electric fixtures, chandeliers, cooking stoves, hot water heaters, carpets, linoleum, mats and matting in halls, screens, shades, awnings, ash cans, heating apparatus, storm sash and doors, and all other personal property appurtenant to or used in the operation of said premises are represented to be owned by the Seller and are included in this sale, ~~EXCEPT~~ including: washer; dryer; refrigerator; rug in ~~bedroom~~ ^{living room} and foyer; air conditioner in kitchen and one bedroom (2); in Owner's apartment. Oil cloth and rug in kitchenette in basement. Owner will replace doorchime and lighting fixture in foyer. ~~TV~~ ^{TV}

The risk of loss or damage to said premises by fire or otherwise until the delivery of said deed is assumed by the Seller. In case the premises shall suffer injury beyond the ordinary wear and tear, the Seller shall repair the damage before the date set for delivery of said deed or make an appropriate deduction from the purchase price herein stated.

It is understood and agreed that the buildings, driveways and all other improvements upon said premises are all within the boundary lines of the property as described in the deed therefor, and that there are no encroachments thereon; ~~and that the buildings and other improvements remain within the boundaries of the premises and the premises of No. 125 West Avenue, Hotel and Motel Building, Newark, New Jersey, and the premises hereon by the name of the business known as the Newark Hotel and Motel Building and the premises hereon by the name of the business known as the Newark Hotel and Motel Building, Newark, New Jersey, shall remain in the possession and control of the Seller and the Seller shall be responsible for the payment of the taxes and assessments on the subject premises and the Seller shall be responsible for the payment of the taxes and assessments on the subject premises and the Seller shall be responsible for the payment of the taxes and assessments on the subject premises.~~ Purchasers agree to take title to the subject premises in "as is" condition, subject to violations of governmental regulations in force on the date of the land and premises hereby agreed to be conveyed is not derived from any Martin Act proceedings or any Act for the Sale of Land for non-payment of the municipal taxes or assessments, or adverse or color of title possession, which would render title unmarketable.

The above described premises are sold subject to zoning ordinances, tenancies, such facts as an accurate survey may disclose and restrictions of record, if any.

If at the time for the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the Seller thereof, upon the delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid and allowed by the Seller on account of the purchase price, if the improvement or work has been completed on or before closing of title.

And it is further Agreed, ~~that title shall be closed and the Deed and an adequate Affidavit of Title, and where applicable a proper Corporate Resolution, shall be delivered and received on October 20, 1980 between 9:00 A.M. and 4:00 P.M. at the office of JAMES P. DUGAN, P.A., 601 Broadway, Bayonne, New Jersey 07002~~

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the Purchaser under this contract.

And for the performance of all and singular the covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, executors, administrators, successors and assigns; ~~and the Seller, its heirs, executors, administrators, successors and assigns, shall be bound by the terms and conditions hereof.~~

In Witness Whereof, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, the day and year first above written.

| | |
|--|---|
| <p>Signed, Sealed and Delivered in the presence of or Attested by</p> <p><u>Samuel B. Bunch</u> As to Seller</p> <p><u>Samuel B. Bunch</u> 8/7/80 As to Purchasers</p> | <p><u>Ruth Czlapinski</u> (I.S.) RUTH CZLAPINSKI</p> <p><u>Joel A. Feller</u> (I.S.) JOEL FELLER</p> <p><u>Cheryl Feller</u> (I.S.) CHERYL FELLER</p> |
|--|---|

State of New Jersey, County of _____ } ss.: Be it Remembered,
that on _____ 19 _____, before me, the subscriber,

personally appeared

who, I am satisfied, the person named in and who executed the within Instrument,
and thereupon acknowledged that signed, sealed and delivered the same as
act and deed, for the uses and purposes therein expressed.

State of New Jersey, County of _____ } ss.: Be it Remembered,
that on _____ 19 _____, before me, the subscriber,

personally appeared

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the Secretary of

the Corporation named in the within Instrument;
is the
President of said Corporation; that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said President as and for the voluntary act and deed of said Corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Contract
For Sale of Property

TO

19

Dated

Seller agrees to pay to McLoughlin Agency and Zelinski Agency (50-50)
a commission of \$450.00 ~~as of the purchase price mentioned in the within contract, which commission~~
shall not be deemed to have been earned until the delivery of the deed and payment of the said purchase
price in accordance with the terms thereof; which delivery and payment are made conditions precedent to
any obligation of the Seller to pay any commission. This agreement supersedes any prior agreement be-
tween the undersigned pertaining to the payment of commissions. Dated: August 8, 19 80

..... Realtor-Broker *Ruth Zlapinski* Seller
RUTH ZLAPINSKI

For one dollar and other good and valuable consideration, the Purchaser, as Assignor, assigns to
this contract and all rights thereunder, subject to all its terms and conditions; and the Assignee accepts the
assignment of this contract and assumes and agrees to comply therewith and to be bound by the terms
thereof. Dated: _____ 19 _____

..... Assignee Assignor