

	AMOUNT	%
MARINA VALUATION - Current	\$3,268,000	----
APARTMENT DRIVEWAY - Adjustment for loss of operations land & service shop	-\$750,000	----
DEP RESTORATION - Adjustment for loss of operations land (future racks & storage)	<u>-\$500,000</u>	----
MARINA VALUATION - Revised	\$2,018,000	25%
APARTMENT VALUATION	\$6,000,000	75%
TOTAL VALUATION	\$8,018,000	100.00%

BY COST	APARTMENTS
Land hard cost (Lots 6, 6.01, 9, 11.01, 13, 14, 14.01)	\$ 2,925,000
Land hard cost per HUD-1 and Option Contracts (Lots 1,2,3,7)	\$ 1,318,907
Report 1 - Development expenses	\$ 1,509,518
Report 2 - Finance / carry expenses	\$ 1,533,960
Report F - Endeavor income offset	\$ (744,300)
Future carry expenses (\$30,000 /mo X 12 mos)	\$ 360,000
Endeavor lease buyout	\$ 200,000
Future development costs (includes current accounts payable/rental concessions to sellers)	\$ 600,000
TOTALS	\$ 7,703,085

DEC 23 2004

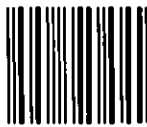
DEED

COUNTY OF MONMOUTH	
CONSIDERATION	2,400,000
RTF	26,515 add'l RTF
DATE	12-21-04 BY [Signature]

This Deed is made on November 22, 2004

BETWEEN

ANNE KRISTIN MOORE, an Individual
 being also known as Ann Kristen Moore, Ann Kristen and Ann Kristin Moore
 whose post office address is
 1701 Capri Street, Apt. G261
 Palm City, FL 34990
 referred to as the Grantor,
 AND
 357 WEST FRONT STREET, L.L.C.
 a New Jersey limited liability company
 whose post office address is
 220 Portland Road
 Atlantic Highlands, NJ 07716
 referred to as the Grantee.



557244

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 \$ 2,400,000.00, Two Million Four Hundred Thousand Dollars and No Cents

The Grantor acknowledges receipt of this money.

2. Tax Map Reference (N.J.S.A. 46.15-1.1) Municipality of Keyport
 Block No. 20, Lot No. 6, 6.01, 9, 11.01, 13, 14 & 14.01, Qualifier No. Account No.
 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 building and structures on the land in the Borough of Keyport County of Monmouth and State of New Jersey. The legal description prepared by the Grantee is:

Please see attached Legal Description annexed hereto and made part hereof. (Check Box if Applicable)

BEING intended to be the same premises conveyed to the Grantor herein in the manner set forth on the Vesting Schedule attached hereto and made a part hereof.

SUBJECT to easements, rights and restrictions, and other matters of record to the extent in force and applicable; and subject further to all applicable laws, rules or ordinances of the municipal, state or federal government or of any agency or instrumentality having jurisdiction over the Property.

FURTHER SUBJECT to such state of facts as an accurate survey of the Property would disclose.

INSTRUMENT NUMBER 2004249826
 RECORDED ON Dec 21, 2004 12:41:06 PM
 BOOK: OR-8423 PAGE: 8678
 Total Pages: 11
 REALTY TRANSFER \$26,515.00
 COUNTY RECORDING \$140.00
 FEES
 TOTAL \$26,655.00

Prepared by (Print signer's name below signature)

 Richard R. Kahn, Esq.

(For Recorders Use Only)

VESTING SCHEDULE attached to and made a part of Deed dated November 22, 2004 between ANNE KRISTIN MOORE, an Individual, Grantor, and 357 WEST FRONT STREET, L.L.C., a New Jersey limited liability company, Grantee

Tract 1: Lots 6 and 6.01 [also referred to as 6R], Block 20: Ann Kristin Moore

Fee Simple title was vested in Frederick S. Lum and Patricia Lum, his wife under Deed from Theodore Csik and La Verne Csik, his wife; Ruth Csik, widow; Mark Csik, single; and Randy J. Csik and Lori Csik, his wife dated November 5, 1979 and recorded in the Monmouth County Clerk's Office February 21, 1980 in Deed Book 4224 Page 623.

Frederick S. Lum and Patricia Lum, his wife, conveyed title to Frederick S. Lum and Patricia Lum, his wife and James Moore and Ann Kristin Moore, his wife, by a Deed dated January 17, 1983 and recorded January 24, 1983 in the Monmouth County Clerk's Office in Deed Book 4390 Page 319.

Frederick S. Lum, Patricia Lum, James Moore and Ann Kristen, his wife conveyed title to James Moore and Ann Kristin Moore, his wife, by an undated deed recorded February 27, 1984 in the Monmouth County Clerk's Office in Deed Book 4463 Page 527.

Ann Kristin Moore became the sole owner of this Tract upon the death of James Moore on November 28, 2001.

Tract 2: Lot 9 Block 20: Ann Kristin Moore

Fee Simple Title was vested in Frederick S. Lum and Patricia Lum, his wife, and James Moore and Ann Kristin Moore, his wife, by a Deed from Keyport Marine Repair Inc. dated October 1, 1982 and recorded November 18, 1982 in the Monmouth County Clerk's Office in Deed Book 4380 Page 822.

Frederick S. Lum, Patricia Lum, James Moore and Ann Kristen, his wife conveyed title to James Moore and Ann Kristin Moore, his wife, by an undated deed recorded February 27, 1984 in the Monmouth County Clerk's Office in Deed Book 4463 Page 522.

Ann Kristin Moore became the sole owner of this Tract upon the death of James Moore on November 28, 2001.

Tract 3: Lots 11.01 and 13, Block 20: Ann Kristin Moore

Fee Simple Title was vested in Frederick S. Lum and Patricia Lum, his wife under Deed from James H. Dickerson and Joan M. Dickerson, his wife by deed dated February 10, 1977 and recorded in the Monmouth County Clerk's Office February 11, 1977 in Deed Book 4016 Page 586.

Frederick S. Lum and Patricia Lum, his wife, conveyed title to Frederick S. Lum and Patricia Lum, his wife and James Moore and Ann Kristin Moore, his wife, by a Deed dated January 17, 1983 and recorded January 24, 1983 in the Monmouth County Clerk's Office in Deed Book 4390 Page 324.

Frederick S. Lum, Patricia Lum, James Moore and Ann Kristen, his wife conveyed title to James Moore and Ann Kristin Moore, his wife, by an undated deed recorded February 27, 1984 in the Monmouth County Clerk's Office in Deed Book 4463 Page 517.

Ann Kristin Moore became the sole owner of this Tract upon the death of James Moore on November 28, 2001.

Tract 4: As to Lot 14 and 14.01 Block 20: Anne Kristin Moore

Fee Simple title was vested in James Edward Moore and Anne Kristin Moore, his wife by a Deed from The US Small Business Administration dated November 4, 1999 and recorded December 10, 1999 in the Monmouth County Clerk's Office in Deed Book 5886 Page 65.

Ann Kristin Moore became the sole owner of this Tract upon the death of James Moore on November 28, 2001.

LEGAL DESCRIPTION

All that tract or parcel of land and premises, situated, lying and being in the Borough of Keyport in the County of Monmouth and State of New Jersey, more particularly described as follows:

All those certain lots, tracts or parcels of land situate, lying and being in the Borough of Keyport, in the County of Monmouth and the State of New Jersey, and being all of Lots 6, 6.01, 9, 11.01, 13, 14 & 14.01, Block 20 as shown on map entitled: "Boundary & Topographic Survey, for Lots 6, 6.01, 9, 11.01, 14 & 14.01, Block 20, Browns Point Marina, Borough of Keyport, Monmouth County, New Jersey", dated January 7, 2003 and revised through November 18, 2004, the same also being all of Lots 6, 6.01, 9, 11.01, 13, 14 & 14.01, Block 20 as shown on sheet number 7 of the Official Tax Map of the Borough of Keyport and being more particularly bounded and described as follows to wit:

BEGINNING at the point of intersection of the northerly line of West Front Street (50 feet R.O.W.) with the southerly prolongation of the Westerly line of Lot 12.01, Block 20, said lot as shown on the aforesaid Official Tax Map, and running thence-

- (1) North 84 degrees 23 minutes 17 seconds West 476.04 feet along the aforesaid northerly line of West Front Street passing over an iron pipe found distant 76.14 feet measured from the origin of the herein course and beyond passing over an iron pipe found distant 176.45 feet measured from the origin of the herein course, to an angle point in the same; thence
- (2) North 69 degrees 23 minutes 17 seconds West, 5.00 feet still along the aforesaid northerly line of West Front Street to a point in the Southeasterly line of Matawan Creek; thence
- (3) North 19 degrees 07 minutes 41 seconds East, 108.93 feet along the aforesaid southeasterly line of Matawan Creek to a point in the southeasterly line of a Riparian Grant as described in Liber U2, page 273 &c.; thence
- (4) North 15 degrees 31 minutes 43 seconds East, 62.81 feet along the aforesaid Riparian Grant to an angle point in the same; thence
- (5) North 07 degrees 31 minutes 43 seconds East, 25.00 feet still along the same to an angle point in the same; thence
- (6) South 82 degrees 28 minutes 17 seconds East, 164.00 feet still along the same to an angle point in the same; thence
- (7) North 20 degrees 28 minutes 17 seconds West, 11.00 feet still along the same to an angle point in the same; thence

LEGAL DESCRIPTION, Continued

- (8) North 46 degrees 18 minutes 17 seconds West, 42.00 feet still along the same to an angle point in the same; thence
- (9) North 07 degrees 28 minutes 17 seconds West, 14.35 feet still along the same to an angle point in the same; thence
- (10) North 43 degrees 01 minutes 43 seconds East, 18.00 feet still along the same to an angle point in the same; thence
- (11) North 86 degrees 11 minutes 43 seconds East, 28.50 feet still along the same to an angle point in the same; thence
- (12) North 71 degrees 41 minutes 43 seconds East, 13.50 feet still along the same to an angle point in the same; thence
- (13) South 49 degrees 58 minutes 17 seconds East, 14.50 feet still along the same to an angle point in the same; thence
- (14) North 69 degrees 51 minutes 43 seconds East, 12.00 feet still along the same to an angle point in the same; thence
- (15) South 64 degrees 58 minutes 17 seconds East, 33.00 feet still along the same to an angle point in the same; thence
- (16) South 28 degrees 58 minutes 17 seconds East, 17.41 feet still along the same to an angle point in the same; thence
- (17) South 28 degrees 58 minutes 17 seconds East, 16.59 feet still along the same to an angle point in the same; thence
- (18) South 84 degrees 38 minutes 17 seconds East, 18.50 feet still along the same to an angle point in the same; thence
- (19) South 56 degrees 08 minutes 17 seconds East, 20.00 feet still along the same to an angle point in the same; thence
- (20) South 81 degrees 38 minutes 17 seconds East, 16.50 feet still along the same to an angle point in the same; thence
- (21) North 74 degrees 41 minutes 43 seconds East, 11.00 feet still along the same to an angle point in the same; thence

LEGAL DESCRIPTION, Continued

- (22) North 23 degrees 54 minutes 08 seconds East, 18.22 feet still along the same to an angle point in the same; thence
- (23) North 39 degrees 11 minutes 43 seconds East, 80.00 feet still along the same to an angle point in the same; thence
- (24) North 54 degrees 21 minutes 43 seconds East, 61.00 feet still along the same to an angle point in the same; thence
- (25) North 47 degrees 21 minutes 43 seconds East, 22.00 feet still along the same to an angle point in the same; thence
- (26) North 52 degrees 51 minutes 43 seconds East, 48.00 feet still along the same to an angle point in the same; thence
- (27) North 42 degrees 31 minutes 43 seconds East, 29.00 feet still along the same to an angle point in the same; thence
- (28) North 29 degrees 51 minutes 43 seconds East, 32.00 feet still along the same to an angle point in the same; thence
- (29) North 03 degrees 51 minutes 43 seconds East, 37.00 feet still along the same to an angle point in the same; thence
- (30) North 19 degrees 21 minutes 43 seconds East, 36.00 feet still along the same to an angle point in the same; thence
- (31) North 33 degrees 31 minutes 43 seconds East, 35.00 feet still along the same to an angle point in the same; thence
- (32) North 13 degrees 01 minutes 43 seconds East, 39.00 feet still along the same to an angle point in the same; thence
- (33) North 29 degrees 01 minutes 43 seconds East, 26.00 feet still along the same to an angle point in the same; thence
- (34) North 04 degrees 11 minutes 43 seconds East, 20.00 feet still along the same to an angle point in the same; thence
- (35) North 15 degrees 38 minutes 17 seconds West, 52.00 feet still along the same to an angle point in the same; thence

LEGAL DESCRIPTION, Continued

- (36) North 09 degrees 01 minutes 43 seconds East, 24.00 feet still along the same to an angle point in the same; thence
- (37) North 11 degrees 28 minutes 17 seconds West, 14.00 feet still along the same to an angle point in the same; thence
- (38) North 30 degrees 01 minutes 43 seconds East, 14.00 feet still along the same to an angle point in the same; thence
- (39) South 62 degrees 58 minutes 17 seconds East, 15.00 feet still along the same to an angle point in the same; thence
- (40) South 25 degrees 38 minutes 17 seconds East, 17.00 feet still along the same to an angle point in the same; thence
- (41) North 55 degrees 51 minutes 43 seconds East, 17.00 feet still along the same to an angle point in the same; thence
- (42) South 65 degrees 28 minutes 17 seconds East, 19.00 feet still along the same to an angle point in the same; thence
- (43) North 59 degrees 11 minutes 43 seconds East, 53.00 feet still along the same to an angle point in the same; thence
- (44) North 63 degrees 21 minutes 43 seconds East, 26.00 feet still along the same to an angle point in the same; thence
- (45) North 78 degrees 31 minutes 43 seconds East, 52.00 feet still along the same to an angle point in the same; thence
- (46) North 66 degrees 01 minutes 43 seconds East, 28.00 feet still along the same to an angle point in the same; thence
- (47) South 70 degrees 31 minutes 29 seconds East, 5.04 feet still along the same point in the northwesterly line of a Riparian Grant as described in Liber 1, page 298 &c; thence
- (48) North 19 degrees 19 minutes 33 seconds East, 153.08 feet along the aforesaid northwesterly line of a Riparian Grant to a point of curvature in the exterior line for piers as set forth in said Riparian Grant; thence

LEGAL DESCRIPTION, Continued

- (49) Southeastwardly on an arc having a radius of 350.00 feet and curving to the right an arc distance of 33.68 feet (Central Angle 05 degrees 30 minutes 50 seconds) said arc being connected by a chord bearing South 87 degrees 03 minutes 42 seconds East and chord distance of 33.67 feet along the aforesaid exterior line for piers, to a point of tangency in the same; thence
- (50) South 84 degrees 18 minutes 17 seconds East, 230.13 feet along the same to a point of curvature in the same; thence
- (51) Southeastwardly on an arc having a radius of 360.00 feet and curving to the right an arc distance of 270.62 feet (Central Angle 43 degrees 04 minutes 15 seconds) said arc being connected by a chord bearing South 62 degrees 46 minutes 09 seconds East and a chord distance of 264.29 feet along the aforesaid exterior line for piers to a non-radial point in the northwesterly line of Lot 7.01, Block 21, said lot as shown on aforesaid Official Tax Map; thence
- (52) South 38 degrees 36 minutes 43 seconds West, 450.00 feet along the aforesaid northwesterly line of Lot 7.01, Block 21, to a point in the northerly line of Broadway (66 feet R.O.W.); thence
- (53) North 75 degrees 48 minutes 13 seconds West, 33.28 feet along the aforesaid northerly line of Broadway, to an angle point in the same; thence
- (54) North 44 degrees 58 minutes 17 seconds West, 138.10 feet still along the aforesaid northerly line of Broadway and beyond along the northeasterly line of Lot 5, Block 20, to a point in the northeasterly line of said Lot 5, Block 20, said lot as shown on the aforesaid Official Tax Map; thence
- (55) South 64 degrees 31 minutes 43 seconds West, 188.92 feet along the aforesaid northwesterly line of Lot 5, Block 20, to a point in the westerly line of the same; thence
- (56) South 07 degrees 31 minutes 43 seconds West, 136.00 feet along the aforesaid westerly line of Lot 5, Block 20, to a point in the northerly line of Washington Street (50 feet R. O. W.); thence
- (57) North 82 degrees 28 minutes 17 seconds West, 183.00 feet along the aforesaid northerly line of Washington Street and beyond along the northerly line of Lot 7, Block 20, to a point in the westerly line of said Lot 7, Block 20, said lot as shown on the aforesaid Official Tax Map; thence
- (58) South 07 degrees 31 minutes 43 seconds West, 168.91 feet along the aforesaid westerly line of Lot 7, Block 20 and beyond along the westerly line of Lot 8, Block 20, said lot as shown on the aforesaid Official Tax Map; thence

LEGAL DESCRIPTION, Continued

- (59) North 82 degrees 28 minutes 17 seconds West, 81.00 feet along the aforesaid northerly line of Lot 10, Block 20, to a point in the westerly line of the same, said point being marked by an iron pipe found; thence
- (60) South 07 degrees 31 minutes 43 seconds West, 163.55 feet along the aforesaid westerly line of Lot 10, Block 20 and beyond along the westerly line of Lot 11, Block 20 passing over a PK nail found distant 112.35 feet measured from the origin of the herein course and beyond along the westerly line of the aforesaid Lot 12.01, Block 20 passing over a rebar with identifying cap found distant 2.47 feet measured from the terminus of the herein course, to the Point and Place of BEGINNING

NOTE FOR INFORMATION ONLY:

Being commonly known as Lot 6, 6.01, 9, 11.01, 13, 14 & 14.01 in Block 20 (357 W. Front Street) on the Tax Map, Borough of Keyport, Monmouth County, New Jersey.

State of New Jersey

Nonresident Seller's Tax Declaration

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION:

Name(s) Anne Kristin Moore

Street Address: 1701 Capri Street - Apartment G261

City, Town, Post Office Palm City State FL Zip Code 34990

Home Phone 772 283 5794 Business Phone _____

PROPERTY INFORMATION (Brief Property Description):

Block(s) 20 Lot(s) 6, 6.01, 8, 11.01, 13, *
*14 & 14.01 Qualifier _____

Street Address: 349 - 357 West Front Street

City, Town, Post Office Keyport State NJ Zip Code 07735

Seller's Percentage of Ownership 100% Consideration \$2,400,000.00 Closing Date 12/1/04

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.

November 25, 2004
Date

Anne Kristin Moore
Signature ANNE KRISTIN MOORE
(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
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER
(Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 305, P.L. 1991 (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	\$ 2,400,000
RTP paid by buyer	\$ _____
Date	12/21/04 By <u>AS</u>

COUNTY OF MONMOUTH } ss.

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

Deponent, CLAYTON E. PERLMAN, being duly sworn according to law upon his/her oath,
(Name)

deposes and says that he/she is the MANAGING MEMBER in a deed dated NOVEMBER 23, 2004
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

real property identified as Block number 20 Lot number 6, 6.01, 9, 11.01, 13, 14, 14.01 located at

357 WEST FRONT STREET, KEYPORT, MONMOUTH and annexed thereto.
(Street Address, Municipality, County)

(2) CONSIDERATION \$ 2,400,000.00 (See Instructions #1 and #5 on reverse side)

If entire consideration is in excess of \$1,000,000:

(A) When Grantee pays:

- Zoned for residential use, whether improved or not
- Paid by grantee.

(B) When Grantee does not have to pay, fill out below:

- Property zoning at date of transfer GENERAL MARINE COMMERCIAL
- Property class if not zoned residential. Circle applicable class(es): 1 2 3A 3B (4A) 4B 4C 15

Property classes: 1-Vacant Land, 2-Residential, 3A-Farm (Regular), 3B-Farm (Qualified), 4A-Commercial, 4B-Industrial, 4C-Apartment, 15-Public Property

(3) FULL EXEMPTION FROM FEE (See Instruction #6 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 Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

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 66, P.L. 2004.

Subscribed and sworn to before me this 1 day of DECEMBER, 2004

Carl R. Woodward, III
CARL R. WOODWARD, III
ATTORNEY AT LAW
STATE OF NEW JERSEY

CLAYTON E. PERLMAN

Signature of Deponent
220 PORTLAND ROAD
ATLANTIC HIGHLANDS,
Deponent Address
NJ 07716

357 WEST FRONT STREET, LLC
Grantee Name
220 PORTLAND ROAD
ATLANTIC HIGHLANDS, NJ 07716
Grantee Address at Time of Sale
CARL R. WOODWARD, III
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number	_____	County	_____
Deed Number	_____	Book	_____ Page _____
Deed Dated	_____	Date Recorded	_____

NOT CERTIFIED COPY

The street address of the Property is:
Browns Point Marina
349 - 357 West Front Street, Keyport, NJ

4. Promises by Grantor The Grantor promises that the Grantor has done no act to encumber the Property. 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 effect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed By:

Pamela D. Twohey
Pamela D. Twohey

Anne Kristin Moore (Seal)
ANNE KRISTIN MOORE, an Individual

(Seal)

STATE OF FLORIDA, COUNTY OF MARTIN SS:

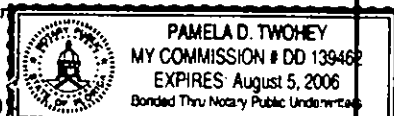
I CERTIFY that on November ~~22~~ 2004

ANNE KRISTIN MOORE, an Individual personally came before me and stated to my satisfaction that this person:

- (a) was the maker of this Deed;
- (b) executed this Deed as her own act; and
- (c) made this Deed for \$ 2,400,000.00 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.)

R&R H-81609

Heritage Abstract Company
Attn: H-81609 - 1st Floor
18 Bank Street
P.O. Box 430
Morristown, NJ 07960-0430

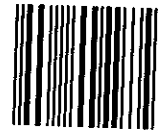


Pamela D. Twohey
Pamela D. Twohey, Dm. Admin Services
A Notary Public of the State of Florida
Print name and title below signature

NOV 12 2004
OCT 27 2004

COUNTY OF MONMOUTH	
CONSIDERATION	1,500,000
RTF	15.625 add'l RTF 15,000
DATE	11/24/04 BY NS

D E E D



330630

Prepared by:

GARY L. FALKIN, ESQ.
(Print signer's name below signature)

THIS DEED is made on September 29, 2004, between ENDEAVOR HOUSE, INC., a corporation of the State of New Jersey, having its principal office located at 6 Broadway, Keyport, New Jersey 07044, referred to as the Grantor, and 357 WEST FRONT STREET LLC, a New Jersey Limited Liability Company, whose post office address is about to be 6 Broadway, Keyport, New Jersey 07035, referred to as the Grantee. The word "Grantee" shall mean 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 MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ---- (\$1,500,000.00) ----. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Keyport, Block No. 22, Lot No. 5, Account No.

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

Property. The property consists of the land and all the buildings and structures on the land in the Borough of Keyport, County of Monmouth and State of New Jersey. The legal description is:

SEE ATTACHED SCHEDULE A.

BEING the same premises conveyed to Grantor herein by Deed from Carlozzi Foundation, Inc., to Endeavor House, Inc., a New Jersey Corporation, dated October 11, 1990, recorded October 15, 1990, in the Monmouth County Clerk's Office in Deed Book 5030, Page 998, et seq.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. 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 be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

HERITAGE ABSTRACT COMPANY

SCHEDULE A

LEGAL DESCRIPTION

Commitment No. H-81336 [Revised]

All that tract or parcel of land and premises, situate, lying and being in the Borough of Keyport in the County of Monmouth and State of New Jersey, more particularly described as follows:

All that certain lot, tract or parcel of land situate, lying and being in the Borough of Keyport, in the County of Monmouth and State of New Jersey, and being Lot 5, Block 20 as shown on a map entitled: "Boundary & Topographical Survey, for Lot 5, Block 20, Situate in Borough of Keyport, Monmouth County, New Jersey", dated September 24, 2004, the also being all of Lot 5, Block 20 as shown on sheet number 7 of the Official Tax Map of the Borough of Keyport and being more particularly bounded and described as follows, to wit:

BEGINNING at the point of intersection of the easterly line of Washington Street (50' R.O.W.) said line being distant 25.00 feet measured eastwardly from and at right angles to the centerline thereof, with the northerly line of Lot 1, Block 20, said lot as shown on the aforesaid Official Tax Map, and running thence-

- (1) North 07 degrees 31 minutes 43 seconds East, 138.16 feet along the aforesaid easterly line of Washington Street, and beyond along the easterly line of Lot 6, Block 20, said lots as shown on the aforesaid Official Tax Map, to a point in the southeasterly line of the same; thence
- (2) North 64 degrees 31 minutes 43 seconds East 188.92 feet along the southeasterly line of Lot 6, Block 20, to a point in the southwesterly line of Lot 6.01, Block 20, said lots as shown on the aforesaid Official Tax Map; thence
- (3) South 44 degrees 58 minutes 17 seconds East, 98.34 feet along the aforesaid southeasterly line of Lot 6.01, Block 20, to a point in the westerly line of Broadway (66' R.O.W.); thence
- (4) South 07 degrees 31 minutes 43 seconds West, 165.19 feet along the aforesaid westerly line of Broadway, to a point in the northerly line of Lot 4.01, Block 20, said lot as shown on the aforesaid Official Tax Map; thence

Continued...

Heritage Abstract Company

Phone: 973-540-1345 Fax: 973-292-1799 or 973-540-0108

As Issuing Agent For

NEW JERSEY TITLE INSURANCE COMPANY

ORIGINAL DOCUMENT POOR QUALITY

- (5) North 82 degrees 28 minutes 17 seconds West, 120 feet along the aforesaid northerly line of Lot 4.01, Block 20, to a point in the westerly line of the same; thence
- (6) South 07 degrees 31 minutes 43 seconds West, 16.00 feet along the aforesaid westerly line of Lot 4.01, Block 20, to a point in the northerly line of Lot 3, Block 20, said lots as shown on the aforesaid Official Tax Map; thence
- (7) North 82 degrees 28 minutes 17 seconds West, 116.46 feet along the northerly line of Lot 3, Block 20, and beyond, along the northerly line of Lot 1, Block 20, said lots as shown on the aforesaid Official Tax Map to the Point and Place of BEGINNING.

The above description is in accordance with a survey prepared by Maser Consulting P.A., dated September 24, 2004 and entitled: "Boundary & Topographical Survey, for Lot 5, Block 20, Situate in Borough of Keyport, Monmouth County, New Jersey".

NOTE FOR INFORMATION ONLY:

Being commonly known as Lot 5 in Block 20 (6 Broadway) on the Tax Map, Borough of Keyport, Monmouth County, New Jersey.

Heritage Abstract Company
Phone: 973-540-1345 Fax: 973-292-1799 or 973-540-0108
As Issuing Agent For
NEW JERSEY TITLE INSURANCE COMPANY



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)

ENDEAVOR HOUSE, INC.

Current Resident Address:

Street: **6 BROADWAY, KEYPORT, NEW JERSEY 07735**

City, Town, Post Office

State

Zip Code

Home Phone

()

Business Phone

PROPERTY INFORMATION (Brief Property Description)

Block(s)

20

Lot(s)

5

Qualifier

Street Address:

6 BROADWAY, KEYPORT, NEW JERSEY 07735

City, Town, Post Office

State

Zip Code

100

Seller's Percentage of Ownership

\$1,500,000.00

Consideration

10/6/2004

Closing Date

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am 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 individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

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.

9/29/2004

Date

Signature

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

Rosemary Sherman
President

9/29/2004

Date

Signature

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

Marshall Sherman
Secretary

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1968, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (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	\$ <u>1,500,000</u>
RTF paid by buyer	\$ <u>15,000</u>
Date	<u>11/24/08</u> By <u>NJ</u>

COUNTY OF MIDDLESEX } ss.

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

Deponent, CHAYTON K. PERLMAN, being duly sworn according to law upon his/her oath,
(Name)

of 357 WEST FRONT STREET, LLC
deposes and says that he/she is the MANAGER/MEMBER in a deed dated SEP. 29, 2004 transferring
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

real property identified as Block number 20 Lot number 5 located at
6 BROADWAY, KEYPORT, MONMOUTH COUNTY and annexed thereto.
(Street Address, Municipality, County)

(2) CONSIDERATION \$ 1,500,000.00 (See Instructions #1 and #5 on reverse side)

If entire consideration is in excess of \$1,000,000:

(A) When Grantee pays:

- Zoned for residential use, whether improved or not.
- Paid by grantee.

(B) When Grantee does not have to pay, fill out below:

- Property zoning at date of transfer _____
- Property class if not zoned residential. Circle applicable class(es): 1 2 3A 3B 4A 4B 4C 15

Property classes: 1-Vacant Land, 2- Residential, 3A-Farm (Regular), 3B-Farm (Qualified), 4A-Commercial, 4B-Industrial, 4C-Apartment, 15-Public Property

(3) FULL EXEMPTION FROM FEE (See Instruction #6 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 Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

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 66, P.L. 2004.

Subscribed and sworn to before me this 6 day of OCTOBER, 2004

Carl R. Woodward, III
CARL R. WOODWARD, III
ATTORNEY AT LAW
STATE OF NEW JERSEY

X [Signature]
Signature of Deponent
220 PORTLAND ROAD
ATLANTIC HIGHLANDS, NJ
Deponent Address

357 WEST FRONT STREET, LLC
Grantee Name
220 PORTLAND ROAD
ATLANTIC HIGHLANDS, NJ
Grantee Address at Time of Sale

CARL R. WOODWARD, III
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY	
Instrument Number _____	County _____
Deed Number _____	Book _____ Page _____
Deed Dated _____	Date Recorded _____

Attested by:

Marshall Sherman
MARSHALL SHERMAN, Secretary

By: [Signature]
ROSEMARY SHERMAN, President

STATE OF NEW JERSEY, COUNTY OF MORRIS SS:

I CERTIFY that on September 29, 2004, MARSHALL SHERMAN personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the Secretary of Endeavor House, Inc., the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is ROSEMARY SHERMAN, the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1,500,000.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Marshall Sherman

Signed and sworn to before
on September 29, 2004

[Signature]

FRANCES J. PANZINI-ROMEO
AN ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

CLK
BY
FRANCES J. PANZINI-ROMEO
MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER

2004235921

RECORDED ON

NOV 24, 2004

10:32:45 AM

BOOK:OR-8418

PAGE:122

Total Pages: 6

REALTY TRANSFER FEES \$30,625.00

COUNTY RECORDING FEES \$90.00

TOTAL \$30,715.00

DEED	Dated: September <u>29</u> , 2004
ENDEAVOR HOUSE, INC.,	Record and return to:
Grantor,	Carl R. Woodward, III, Esq.
TO	Carella, Byrne, Bain, Gilfillan <u>RJR</u> Cecchi, Stewart & Olstein
357 WEST FRONT STREET LLC,	5 Becker Farm Road
Grantee.	Roseland, N.J. 07068-1739



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: Mariners Village @ Keyport LLC 357 West Front Street Keyport, NJ 07735		E. Name & Address of Seller: Norma Pinto 20 North West First Street Keyport, NJ 07735	
G. Property Location: 20 North West First Street Keyport, NJ 07735 Lot: 1 Block: 20		F. Name & Address of Lender: N/A	
H. Settlement Agent: Kenneth L. Pape 516 Highway 33 Millstone, NJ 08535		TIN: Phone: (732) 679-8844	
Place of Settlement: 516 Highway 33 Millstone, NJ 08535		I. Settlement Date: 7/29/2016 Funding Date: 7/29/2016	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	280,000.00	401. Contract sales price	280,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	20,033.53	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes:		406. City/town taxes:	
to		to	
107. County taxes:		407. County taxes:	
to		to	
108. Assessments:		408. Assessments:	
to		to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	300,033.53	420. Gross Amount Due To Seller	280,000.00
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	56,250.00	501. Excess deposit (see instructions)	56,250.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	925.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes: 7/1/2016-7/29/2016	367.75	510. City/town taxes: 7/1/2016-7/29/2016	367.75
to		to	
211. County taxes:		511. County taxes:	
to		to	
212. Assessments:		512. Assessments:	
to		to	
213.		513.	
214.		514.	
215.		515.	
216. Taxes Current Year \$4807.05		516.	
217. Per Diem \$13.13402		517.	
218. Seller Paid \$2403.53		518.	
219. Seller Owes 211 days		519.	
220. Total Paid By/For Borrower	56,617.75	520. Total Reduction Amount Due Seller	57,542.75
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	300,033.53	601. Gross amount due to seller (line 420)	280,000.00
302. Less amounts paid by/for borrower (line 220)	56,617.75	602. Less reductions in amount due seller (line 520)	57,542.75
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	243,415.78	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	222,457.25

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		File Number:	Loan Number:	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of Commission (line 700) as follows:					
701.	\$16,800.00	to Re/Max Imperial			
702.	\$	to			
703.	Commission paid at settlement			16,800.00	
704.					
800. Items Payable In Connection With Loan					
801.	Our origination charge	\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803.	Your adjusted origination charges		(from GFE A)		
804.	Appraisal fee to		(from GFE #3)		
805.	Credit report to		(from GFE #3)		
806.	Tax service to		(from GFE #3)		
807.	Flood certification		(from GFE #3)		
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901.	Daily interest charges from 7/29/2016 to 8/1/2016 @ \$ /day		(from GFE #10)		
902.	Mortgage insurance premium for 0 months to		(from GFE #3)		
903.	Homeowner's insurance for 0 years to		(from GFE #11)		
904.					
905.					
1000. Reserves Deposited With Lender					
1001.	Initial deposit for your escrow account		(from GFE #9)		
1002.	Homeowner's insurance	months @ per mo	\$		
1003.	Mortgage insurance	months @ per mo	\$		
1004.	Property taxes	months @ per mo	\$		
1005.		months @ per mo	\$		
1006.		months @ per mo	\$		
1007.	Aggregate Adjustment		\$0.00		
1100. Title Charges					
1101.	Title services and lender's title insurance	First American Title Insurance Co.	(from GFE #4)		
1102.	Settlement or closing fee				
1103.	Owner's title insurance	First American Title Insurance Co.	(from GFE #5)	1,554.53	
1104.	Lender's title insurance	First American Title Insurance Co.			
1105.	Lender's title policy limit	\$			
1106.	Owner's title policy limit	\$280,000.00			
1107.	Agent's portion of the total insurance premium	\$			
1108.	Underwriter's portion of the total insurance premium	\$			
1109.					
1110.					
1111.					
1200. Government Recording and Transfer Charges					
1201.	Government recording charges		(from GFE #7)	120.00	
1202.	Deed \$120.00	Mortgage \$	Release \$		
1203.	Transfer taxes		(from GFE #8)	1,559.00	
1204.	City/County tax/stamps: Deed \$	Mortgage \$			
1205.	State tax/stamps: Deed \$1,559.00	Mortgage \$			
1206.			\$		
1207.			\$		
1300. Additional Settlement Charges					
1301.	Required services that you can shop for		(from GFE #6)		
1302.	Legal Fee to Heilbrunn Pape, LLC	POC			
1303.	Survey Fee	POC			
1304.	Legal Fee to Mark Breitman				925.00
1305.					
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				20,033.53	925.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Mariners Village @ Keyport LLC	Buyer/Borrower	Norma Pinto	Seller
	Buyer/Borrower		Seller

This Settlement Statement which I've prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.

Kenneth L. Pape	Settlement Agent	7/29/2016	Date
-----------------	------------------	-----------	------

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment.



A. Settlement Statement (HUD-1)

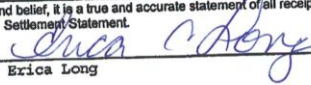
OMB Approval No. 2502-0265

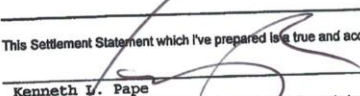
B. Type of Loan			
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins	6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower: Mariners Village @ Keyport, LLC 2601 Biscayne Blvd. Miami, FL 33137		E. Name & Address of Seller: Erica Long 18 North West First Street Keyport, NJ 07735	
		F. Name & Address of Lender: N/A	
G. Property Location: 18 North West First Street Keyport, NJ 07735		H. Settlement Agent: Kenneth L. Pape 516 Highway 33 Millstone, NJ 08535	
Lot: 20 Block: 2		TIN: Phone: (732) 679-8844	
		I. Settlement Date: 8/30/2017	
		Funding Date: 8/30/2017	
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	220,000.00	401. Contract sales price	220,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	14,157.53	403.	
104. 29000 + 7000 = 7000		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes:		406. City/town taxes:	
to		to	
107. County taxes:		407. County taxes:	
to		to	
108. Assessments:		408. Assessments:	
to		to	
109. Sewer Adjustments	40.08	409. Sewer Adjustments	40.08
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	234,197.61	420. Gross Amount Due To Seller	220,040.08
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	38,000.00	501. Excess deposit (see instructions)	38,000.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	1,121.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	137,915.88
		to Cenlar	
205.		505. Payoff of second mortgage loan	
206.		506. Final Reading to Boro Keyport	140.40
207. Addl. Deposit (per 3rd Addendum)	15,000.00	507. Addl. Deposit (per 3rd Addendum)	15,000.00
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes: 1/1/2017-8/30/2017	871.43	510. City/town taxes: 1/1/2017-8/30/2017	871.43
to		to	
211. County taxes:		511. County taxes:	
to		to	
212. Assessments:		512. Assessments:	
to		to	
213.		513.	
214.		514.	
215.		515.	
216. Taxes Current Year \$5345.78		516. Sewer Current Year \$118.95	
217. Per Diem \$14.64597		517. Per Diem \$1.29293	
218. Seller Paid \$2672.89		518. Seller Paid \$118.95	
219. Seller Owes 242 days		519. Seller Owes 61 days	
220. Total Paid By/For Borrower	53,871.43	520. Total Reduction Amount Due Seller	193,048.71
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	234,197.61	601. Gross amount due to seller (line 420)	220,040.08
302. Less amounts paid by/for borrower (line 220)	53,871.43	602. Less reductions in amount due seller (line 520)	193,048.71
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	180,326.18	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	26,991.37

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		File Number:	Loan Number:	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement	
700. Total Real Estate Broker Fees						
Division of Commission (line 700) as follows:						
701.	\$6,750.00	to	RE/MAX Imperial			
702.	\$	to				
703.	Commission paid at settlement			6,750.00		
704.						
800. Items Payable In Connection With Loan						
801.	Our origination charge	\$		(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$		(from GFE #2)		
803.	Your adjusted origination charges			(from GFE #3)		
804.	Appraisal fee to			(from GFE #3)		
805.	Credit report to			(from GFE #3)		
806.	Tax service to			(from GFE #3)		
807.	Flood certification			(from GFE #3)		
808.						
809.						
810.						
811.						
900. Items Required By Lender To Be Paid In Advance						
901.	Daily interest charges from 8/30/2017 to 9/3/2017 @ \$ /day			(from GFE #10)		
902.	Mortgage insurance premium for 0 months to			(from GFE #3)		
903.	Homeowner's insurance for 0 years to			(from GFE #11)		
904.						
905.						
1000. Reserves Deposited With Lender						
1001.	Initial deposit for your escrow account			(from GFE #9)		
1002.	Homeowner's insurance	months @	per mo	\$		
1003.	Mortgage insurance	months @	per mo	\$		
1004.	Property taxes	months @	per mo	\$		
1005.		months @	per mo	\$		
1006.		months @	per mo	\$0.00		
1007.	Aggregate Adjustment					
1100. Title Charges						
1101.	Title services and lender's title insurance	First American Title Insurance Co.		(from GFE #4)		
1102.	Settlement or closing fee					
1103.	Owner's title insurance	First American Title Insurance Co.		(from GFE #5)	1,407.53	
1104.	Lender's title insurance	First American Title Insurance Co.				
1105.	Lender's title policy limit	\$				
1106.	Owner's title policy limit	\$225,000.00				
1107.	Agent's portion of the total insurance premium	\$				
1108.	Underwriter's portion of the total insurance premium	\$				
1109.						
1110.						
1111.						
1200. Government Recording and Transfer Charges						
1201.	Government recording charges					
1202.	Deed \$120.00	Mortgage \$	Release \$	(from GFE #7)	120.00	
1203.	Transfer taxes					
1204.	City/County tax/stamps: Deed \$	Mortgage \$				
1205.	State tax/stamps: Deed \$1,091.00	Mortgage \$			1,091.00	
1206.						
1207.						
1300. Additional Settlement Charges						
1301.	Required services that you can shop for					
1302.	Legal Fee to Heilbrunn Pape, LLC					
1303.	Wire Fee to Heilbrunn Pape					
1304.	Wire Fee to Heilbrunn Pape for Mortgage					
1305.	Reimbursement of Seller's Legal Fee					
1306.						
1307.						
1308.						
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				14,157.53	1,121.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Buyer/Borrower
 Erica Long
 Seller

 Buyer/Borrower
 Kenneth Y. Pape
 Seller

This Settlement Statement which I've prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent Date
 Kenneth Y. Pape 8/30/2017

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment.

© 2009-2012 Easy Soft. Previous editions are obsolete. Page 2 of 3 HUD-1

SURVIVAL AGREEMENT
by and between
MARINERS VILLAGE AT KEYPORT, LLC ("Buyer") and
ERICA LONG, ("Seller")
18 North West First Street (Block 20, Lot 2), Keyport, NJ 07735

IN ATTENDANCE: Kenneth L. Pape, Esq., attorney for Buyer; Louis E. Granata, Esq., attorney for Seller; Erica Long, Seller; Clay Perlman, Buyer's representative

CLOSING DATE: August 30, 2017

The Contract of Sale between Mariners Village at Keyport, LLC, as Buyer, and Erica Long, as Seller, for the above captioned premises includes certain terms and conditions that are intended to survive closing of title.

The following provisions shall survive closing:

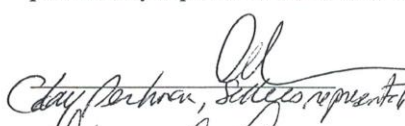
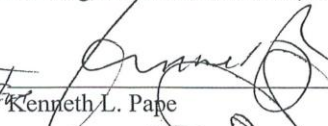
1. At the closing, the provisions relating to the reimbursement of rent were discussed. Specifically, the provisions of the Contract of Sale that appear in Paragraph 10(A) of the original Contract shall survive closing.

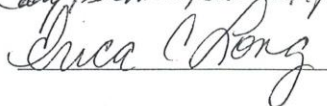

For purposes of clarity, the parties agree that Mariners Village shall have an obligation to compensate Erica Long at the rate of \$2,300.00 per month for 18 months, with the first payment due on September 1, 2017, and on the first day of each month thereafter for a total of 18 payments.

The labeling of the \$2,300.00 as rent concession shall be deemed of no legal consequence. The payment of \$2,300.00 shall be made whether Erica Long is using same for rent or for other purposes.

2. Further, the provisions of Paragraph 10B shall survive closing. The provisions for Erica Long to rent an apartment in the building to be constructed on the property shall survive closing. The provisions and requirements of the leasing of the apartment, including application procedures and qualification procedures, shall survive, all as written in the original Contract.

3. At closing, the August payment due under the Contract terms was provided by separate check outside of closing, in the amount of \$1,000.00.


Clay Perlman, Seller's representative

Kenneth L. Pape
Date _____


Erica Long

Louis E. Granata
Date 8/30/17



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

B. Type of Loan		6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower: Mariners Village @ Keyport, LLC 2601 Biscayne Blvd. Miami, FL 33137		E. Name & Address of Seller: Keith Heil 14 North West First Street Keyport, NJ 07735		F. Name & Address of Lender: N/A
G. Property Location: 14 North West First Street Keyport, NJ 07735 Lot: 3 Block: 20		H. Settlement Agent: Kenneth L. Pape 516 Highway 33 Millstone, NJ 08535 Place of Settlement: 516 Highway 33 Millstone, NJ 08535		TIN: Phone: (732) 679-8844 I. Settlement Date: 8/30/2017 Funding Date: 8/30/2017
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller	
101. Contract sales price 225,000.00			401. Contract sales price 225,000.00	
102. Personal property			402. Personal property	
103. Settlement charges to borrower (line 1400) 14,122.53			403.	
104.			404.	
105. Rent Credit (\$2300 X 18)			405.	
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance	
106. City/town taxes:			406. City/town taxes:	
to			to	
107. County taxes:			407. County taxes:	
to			to	
108. Assessments:			408. Assessments:	
to			to	
109.			409.	
110.			410.	
111.			411.	
112.			412.	
120. Gross Amount Due From Borrower 239,122.53			420. Gross Amount Due To Seller 225,000.00	
200. Amounts Paid By Or In Behalf Of Borrower			500. Reductions In Amount Due To Seller	
201. Deposit or earnest money 38,000.00			501. Excess deposit (see instructions) 38,000.00	
202. Principal amount of new loan(s)			502. Settlement charges to seller (line 1400) 1,130.00	
203. Existing loan(s) taken subject to			503. Existing loan(s) taken subject to	
204.			504. Payoff of first mortgage loan	
205. *29000 + 7000 + 7000			505. Payoff of second mortgage loan	
206.			506.	
207.			507.	
208.			508.	
209.			509.	
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210. City/town taxes: 1/1/2017-8/30/2017			510. City/town taxes: 1/1/2017-8/30/2017	
to			to	
211. County taxes:			511. County taxes:	
to			to	
212. Assessments:			512. Assessments:	
to			to	
213.			513.	
214.			514.	
215.			515.	
216.			516.	
217.			517.	
218.			518.	
219.			519.	
220. Total Paid By/For Borrower 38,000.00			520. Total Reduction Amount Due Seller 39,130.00	
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120) 239,122.53			601. Gross amount due to seller (line 420) 225,000.00	
302. Less amounts paid by/for borrower (line 220) 38,000.00			602. Less reductions in amount due seller (line 520) 39,130.00	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower 201,122.53			603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller 185,870.00	

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

© 2009-2012 Easy Soft. Previous editions are obsolete. Page 1 of 3 HUD-1

L. Settlement Charges		File Number:	Loan Number:		
700. Total Real Estate Broker Fees					
Division of Commission (line 700) as follows:					
701.	\$6,750.00	to RS/MAX Imperial		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
702.	\$	to			
703.	Commission paid at settlement			6,750.00	
704.					
800. Items Payable in Connection With Loan					
801.	Our origination charge	\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803.	Your adjusted origination charges		(from GFE A)		
804.	Appraisal fee to		(from GFE #3)		
805.	Credit report to		(from GFE #3)		
806.	Tax service to		(from GFE #3)		
807.	Flood certification		(from GFE #3)		
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901.	Daily interest charges from 8/30/2017 to 9/1/2017 @ \$ /day		(from GFE #10)		
902.	Mortgage insurance premium for 0 months to		(from GFE #3)		
903.	Homeowner's insurance for 0 years to		(from GFE #11)		
904.					
905.					
1000. Reserves Deposited With Lender					
1001.	Initial deposit for your escrow account		(from GFE #9)		
1002.	Homeowner's insurance	months @ per mo	\$		
1003.	Mortgage insurance	months @ per mo	\$		
1004.	Property taxes	months @ per mo	\$		
1005.		months @ per mo	\$		
1006.		months @ per mo	\$		
1007.	Aggregate Adjustment		\$0.00		
1100. Title Charges					
1101.	Title services and lender's title insurance	First American Title Insurance Co.	(from GFE #4)		
1102.	Settlement or closing fee				
1103.	Owner's title insurance	First American Title Insurance Co.	(from GFE #5)	1,402.53	
1104.	Lender's title insurance	First American Title Insurance Co.			
1105.	Lender's title policy limit	\$			
1106.	Owner's title policy limit	\$225,000.00			
1107.	Agent's portion of the total insurance premium	\$			
1108.	Underwriter's portion of the total insurance premium	\$			
1109.					
1110.					
1111.					
1200. Government Recording and Transfer Charges					
1201.	Government recording charges		(from GFE #7)	120.00	
1202.	Deed \$120.00	Mortgage \$	Release \$		
1203.	Transfer taxes		(from GFE #8)		
1204.	City/County tax/stamps: Deed \$	Mortgage \$			
1205.	State tax/stamps: Deed \$1,130.00	Mortgage \$			1,130.00
1206.			\$		
1207.			\$		
1300. Additional Settlement Charges					
1301.	Required services that you can shop for		(from GFE #6)		
1302.	Legal Fee to Heilbrunn Pape, LLC			2,500.00	
1303.					
1304.					
1305.	Reimbursement of Seller's Legal Fees			3,350.00	
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				14,122.53	1,130.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account of by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Mariners Village @ Keyport, LLC Buyer/Borrower Keith Heil Seller

Buyer/Borrower Seller
This Settlement Statement which I've prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.

Kenneth L. Pape Settlement Agent 8/30/2017 Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment.
© 2006-2012 Easy Soft. Previous editions are obsolete. Page 2 of 3 HUD-1

SURVIVAL AGREEMENT
by and between
MARINERS VILLAGE AT KEYPORT, LLC ("Buyer") and
KEITH HEIL, ("Seller")
14 North West First Street (Block 20, Lot 3), Keyport, NJ 07735

IN ATTENDANCE: Kenneth L. Pape, Esq., attorney for Buyer; Louis E. Granata, Esq., attorney for Seller; Keith Heil, Seller; Clay Perlman, Buyer's representative

CLOSING DATE: August 30, 2017

The Contract of Sale between Mariners Village at Keyport, LLC, as Buyer, and Keith Heil, as Seller, for the above captioned premises includes certain terms and conditions that are intended to survive closing of title.

The following provisions shall survive closing:

1. At the closing, the provisions relating to the reimbursement of rent were discussed. Specifically, the provisions of the Contract of Sale that appear in Paragraph 10(A) of the original Contract shall survive closing.

For purposes of clarity, the parties agree that Mariners Village shall have an obligation to compensate Keith Heil at the rate of \$2,300.00 per month for 18 months, with the first payment due on September 1, 2017, and on the first day of each month thereafter for a total of 18 payments.

The labeling of the \$2,300.00 as rent concession shall be deemed of no legal consequence. The payment of \$2,300.00 shall be made whether Keith Heil is using same for rent or for other purposes.

2. Further, the provisions of Paragraph 10B shall survive closing. The provisions for Keith Heil to rent an apartment in the building to be constructed on the property shall survive closing. The provisions and requirements of the leasing of the apartment, including application procedures and qualification procedures, shall survive, all as written in the original Contract.

3. At closing, the August payment due under the Contract terms was provided by separate check outside of closing, in the amount of \$1,000.00

Keith Heil
Keith Heil

[Signature]
Kenneth L. Pape

Date

[Signature]
Louis E. Granata

Date

8/30/17

Clay Perlman, Seller's representative

\\hps1\shared\RE\WPDATA\CHRIS\RE\Survival\Mariners.Heil.doc

USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT made this 31st day of August 2017, by and between KEITH HEIL, designated as the Seller, and **MARINERS VILLAGE AT KEYPORT, LLC**, designated as the Purchaser.

WHEREAS, the Parties have entered into a Contract of Sale which contemplates a post closing use & occupancy period for the premises located at 14 North West First Street (Block 20, Lot 3), Borough of Keyport, Monmouth County, New Jersey; and

WHEREAS, the Seller desires to continue to use and occupy the premises commencing August 31, 2017;

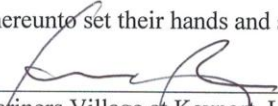
In consideration of certain mutual covenants, the parties hereto agree as follows:

1. This Agreement shall be subject to the right of termination set forth in Paragraph 7 below.
2. Seller shall be responsible for the payment of real estate taxes to the Borough of Keyport at the rate of \$451.58 per month payable on the first day of the month in advance during the Use & Occupancy term. (Same is based on the 2017 annual tax of \$5,419.95.) In the event of any overpayment of real estate taxes by Seller, the Purchaser shall promptly refund any overpayment calculated on a per diem basis.
3. Seller shall make payment of all utility charges directly and shall maintain all utilities in the Seller's name through the termination date of this Use & Occupancy Agreement.
4. Seller is responsible for all maintenance of the interior and exterior of the property. The Purchaser shall have no responsibility to repair, replace or maintain any element of the property.
5. While in possession, Seller shall maintain the premises in good condition and shall not cancel their Homeowners Insurance Coverage until Seller has vacated the premises.
6. The Purchaser shall have the right to terminate this Use & Occupancy Agreement by giving written notice to the Seller which written notice shall provide 90 days advance notice of the termination date. In the event that the Seller remains in possession of the property after the date of termination as set forth in the notice, the Seller shall be responsible for Use & Occupancy charges at the rate of \$500.00 per day beginning with the first day after the termination date and the Seller shall forfeit all rent concessions as set forth in Paragraph 10B of the original Contract made by and between the parties (undated with signatures of Seller dated March 4, 2016 and Purchaser dated January 11, 2016).
7. The parties hereto agree that this agreement does not create a tenancy, but the parties further agree to submit to the jurisdiction of the Special Civil Part (Tenancies) of the Superior Court, if necessary. Sellers shall be responsible for all costs of any legal proceedings including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the 30th day of August 2017.

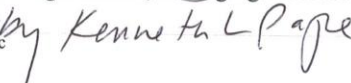


Keith Heil, Seller



Mariners Village at Keyport, LLC, Purchaser
by: Roger Miller, Managing Member

F:\RE\WPDATA\CHRIS\MISC\U&O\MarinersVillage.Heil.doc


by Kenneth L Page

OPTION TO PURCHASE REAL PROPERTY

This Option given this ___ day of _____ 2015, by and between

James Del Verde ("Optionor"), whose address is **10 Washington Street, Keyport, NJ 07735**, hereinafter referred to as "Optionor".

Mariners Village at Keyport, LLC, c/o Roger Miller, whose address is 375 West Front Street, Keyport, NJ 07735 ("Optionee"), hereinafter referred to as "Optionee" and

The Optionor, for a consideration of up to \$27,000.00, as more fully described in Paragraph 4 below, does hereby grant to the Optionee, an option to purchase the property known as Block 20, Lot 7, Borough of Keyport, County of Monmouth and State of New Jersey, which property is hereinafter referred to as "The Property", for a period of one (1) year ("The Option Term").

1. Property. The property to be sold is hereinafter referred to as the "Property" and consists of the land and buildings, improvements and fixtures located on the land known as Block 20, Lot 7, **10 Washington Street**, Keyport Borough, Monmouth County, New Jersey.
2. Purchase Price. The parties hereto agree that the total purchase price for The Property if closing takes place on or before November 2, 2016 shall be Four hundred and twenty-nine thousand and five hundred and 00/100 Dollars (\$429,500.00) and if closing takes place after November 2, 2016, the purchase price for The Property shall be Four hundred and fourteen thousand and 00/100 Dollars (\$414,000.00).
3. Payment of Purchase Price. The purchase price of shall be payable in full at closing of title. Said funds shall be in the form of a cashier's check, bank check, attorney trust account check or wire transfer, at the election of the Optionee.
4. Option Consideration. The Option consideration payable by the Optionee to the Optionor shall be as follows:
 - A. \$1,500.00 per month for the first six (6) months, beginning with the date of execution of this Contract, and payable on the _____ day of the month for each of the five (5) months that follow.
 - B. \$3,000.00 per month for months 7 through 12, after date of execution of the Contract, which payment is due on the _____ day of the month.

The Option Consideration shall not be applied to the purchase price, but shall be deemed to be in addition to the purchase price as same is set forth in Paragraph 2 above.

5. Term of Option. This option shall be for a term of twelve (12) months from date of

full execution of this agreement.

6. Exercise of Option / Sale to Third Party. The Optionee shall exercise the Option to purchase The Property by giving the Optionor written notice of its election to exercise the Option. Said written notice shall be delivered no sooner than forty-five (45) days prior to the Optionee's requested closing date. The Optionor shall have the right to extend the closing date for a period of up to ten (10) months after receipt of said notice. The period of time that the Optionor extends the closing date shall be referred to herein as "the Postponement Period". **"The Postponement Period" shall be deemed to begin running forty-five (45) days after notice of the Optionee's closing date, as referenced above.** No additional consideration shall be due and payable to the Optionor during "the Postponement "Period".

7. Failure to Exercise Option / Termination of Option. If Optionee herein fails to exercise this Option during the term, or any agreed written extension hereof, then this agreement shall terminate and the Optionor shall retain the Option Consideration.

8A. Certificate of Occupancy. **If the Borough of Keyport requires a Certificate of Occupancy as a pre-requisite to the transfer of The Property, the Optionee agrees to be responsible for securing same, provided that: (a) during the term of the Option, the Optionor maintains The Property in a habitable condition and makes all repairs to maintain The Property in a timely manner; and (b) that the Optionor provide to the Optionee, within ten (10) days of execution of this Contract, a copy of the Certificate of Occupancy issued to the Optionor at the time of his purchase of The Property.**

8. Title and Survey Investigation. Within twenty one (21) days from the date of this Agreement, Optionee shall deliver to Optionor a copy of Optionee's commitment and/or binder to insure marketable title, or report from the title company chosen by Optionee refusing to issue said commitment and/or binder to insure marketable title, together with a list of objectionable items which appear on such title report. Not later than ten (10) days after the receipt of such title report commitment an/or binder and/or report of objections, Optionor shall respond in writing to Optionee which of the objections shall be cured by the Optionor prior to or at the Closing of title to Premises, including when and in what manner said items are to be cured. If Optionee is dissatisfied with Optionor's response, Optionee shall have ten (10) days from receipt of Optionor's response to either: (i) cancel this Agreement and receive a refund of the Deposit together with all interest thereon, in which event this Agreement shall become null and void and neither party hereto shall have any further obligation to the other; or (ii) agree to accept the exceptions which appear on the title report and which are not identified as those which will be cured by the Optionor (the "Permitted Exceptions") and proceed under the terms of this Agreement.

At the Closing hereunder, title is to be good and marketable and fee simple and insured at such regular basic rates by the title insurance company designated by the Optionee subject only to the Permitted Exceptions;

If Optionor's title investigation or report or rundown prior to closing reveals certain items which are not acceptable to Optionee for any reason, and Optionee reports such title objections to

Optionor in a timely manner, and Optionor, in writing within ten (10) days agrees to remove such title objections before closing but fails to so perform, Optionee shall have the option in either case to: (i) delay the Closing to a date specified by Optionee so that Optionor or Optionee shall remove or cure such objections at Optionor's expense; or (ii) close title of the Premises and pay the Purchase Price when due; however, sufficient sums from the proceed due Optionor at Closing as determined by Optionee's title insurance company shall be placed into escrow with Optionee's title insurance company, and shall be used by Optionee to cure or clear such objections at Optionor's expense with Optionee refunding any portion remaining after curing said defect; or (iii) cancel this Agreement and receive a full refund of the Option Consideration and the interest thereon, in which event this Agreement shall become null and void and neither party hereto shall have any further obligations to the other.

9. Right of Entry. The Optionee, its contractors, subcontractors, employees, servants, agents and assigns shall have the right to enter the property for purposes of conducting inspections of same. The right to enter the property shall include the right to test soils, to investigate sub-surface conditions and to perform environmental testing. The Optionee shall provide advance notice to the Optionor of the dates, times and purposes of any on site investigation no less than 24 hours in advance of same. Prior to entering the property for any purpose, the Optionee shall provide evidence of liability insurance in the minimum amount of \$1,000,000.00, which liability insurance coverage shall name the Optionor as additional insured.

As soon as reasonably possible, the Optionor shall restore any areas of the property disturbed to its original grade and condition.

10. Optionor's representations and Warranties. Optionor hereby represents and warrants as follows, which representations and warranties shall be true and correct as of the closing date, and the truth of which shall be a condition precedent to the performance by Buyer of his obligations contained herein.

- A. Ownership. Optionor is the owner of the property.
- B. Authority. Optionor has the full right and authority to execute this Contract and consummate all of the transactions hereby contemplated.
- C. No Actions Against Property. There are no actions, suits or proceedings pending or threatened against Optionor affecting any portion of the property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.
- D. No Attachments. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Optionor.
- E. No Litigation. There are no existing or pending litigations, claims, condemnations or sales in lieu thereof, contracts of sale, options to purchase or rights of first refusal with respect to the property, or any part thereof, nor have any such actions, suits,

proceedings, claims or other such matters been, to the best of Optionor's knowledge and belief, threatened or asserted.

F. No Flood Area. The Federal and State governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area", the Buyer may cancel this Contract prior to closing.

G. FIRPTA Affidavit. Optionor shall deliver to Optionee at the time of Closing hereunder an Affidavit (the "Affidavit") signed and sworn to under penalties of perjury by Optionor stating that Optionee is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986.

H. The Property shall be free of all tenancies on the date of closing.

I. The Property shall be free of any and all leases and/or service contracts on the date of closing.

J. Optionor shall agree to cooperate with the Optionee with regard to any and all applications for development approvals of The Property including a) joining applications as consenting owner; b) paying real estate taxes during the option term and providing evidence of same.

The Optionee shall keep the Optionor fully informed of the approvals for which the Optionee is seeking, during the Option Term.

11. Assignment. The Optionee shall have the right to assign this Contract to an entity formed or about to be formed. In the event that the Optionee assigns this Contract, the Optionee shall remain responsible for the performance of the Optionee's obligations under this Option Contract.

12. Default. In the event of a default by the Optionor, the Optionee shall have the right at its election to seek either a) specific performance of the Contract terms; or b) return of the Option Consideration and thereafter the parties shall have no further responsibility, liability or obligation to each other. In the event of a default by the Optionee, the **Optionor's** sole remedy shall be to retain The Option Consideration.

13. Time and Place of Closing. The Closing Date (s) cannot be made final or certain at this time. The Optionor and Optionee agree to schedule closing of title.

Closing of title shall take place in the offices of Heilbrunn Pape, LLC, 516 Highway 33, Millstone, NJ 08535, or such other location mutually agreed to by and between the Optionor and Optionee.

The Optionee shall reimburse the Optionor for actual closing costs incurred by the Optionor in an amount equal to the actual closing costs incurred, or \$10,000.00, whichever sum is the lesser. Said reimbursement shall be due and payable at the closing of title.

14. Real Estate Commission. The Optionee agrees to be responsible for the payment of real estate commissions to the following parties:

A. \$6,488.00 payable to ReMax Realty, Attn: Brenda Campagna, 406 Grand Avenue, Lavalette, NJ 08735; and

B. \$6,488.00 payable to Remax Imperial, Attn: Laura Piccinich, 684 Holmdel Road, Hazlet, NJ 07730.

The Optionee's obligation to pay a real estate commission shall not accrue until such time as closing of title has taken place. The payment of said commission shall be in addition to the purchase price.

The Optionor and Optionee represent and warrant to each other that no other real estate broker, sales person or agent was involved in or instrumental in bringing about this transaction.

15. Documents to be Delivered at Closing. The Optionor shall deliver the following documents at each Closing as applicable, in form and substance satisfactory to Optionee and to Optionee's title insurance company: (1) Deed, (2) Affidavit of Title (3) Blanket Assignment of Rights in and to Approvals, Surveys, Engineering Plans, Environmental and other Reports (4) Tax and Utility Bills (5) Certificate of Compliance with Section 1445 of the Internal Revenue Code (FIRPTA); (6) Bulk Sale Clearance Certificate, if same is applicable.

16. Environmental Representations. The Optionor represents that to the best of their knowledge, the subject premises have not been involved in the generation, manufacture, refining, transportation, treatment, storage or disposal of either hazardous substances or hazardous wastes.

17. Adjustments at Closing. The Buyer and Optionee agree to adjust the following expenses as of the closing date: real estate taxes, municipal water charges, sewer charges. The Buyer or the Optionee may require that any person with a claim or right affecting the property be paid off from the proceeds of this sale. The realty transfer fee on the Fee Simple Interest shall be the responsibility of the Optionor.

18. Notices. All notices or other communications made under this Contract, shall be in writing, delivered by certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight carrier, and shall be deemed to have been given on the date such notice is actually delivered to the proper address, and shall be addressed as follows:

As to Optionor: James Del Verde,
10 Washington Street
Keyport, NJ 07735

with a copy to: R.C. Shea & Associates
Attn: Dina M. Vicari, Esq.
244 Main Street, P.O. Box 2627
Toms River, NJ 08754

and

As to Optionee: Mariners Village at Keyport, LLC
 C/O Roger Miller, Managing Member
 375 West Front Street
 Keyport, NJ 07735

with a copy to: Heilbrunn Pape, L.L.C.
 Att: Kenneth L. Pape
 516 Route 33
 Millstone, NJ 08535

19. Condemnation. Optionor represents that it has no knowledge of any action or proceeding, either contemplated or pending, for condemnation of all or any portion of the property. Optionor will give Optionee prompt written notice of any set proceeding or action of which it becomes aware. Should all or any portion of the property to be conveyed be taken by condemnation or eminent domain prior to closing of title, this agreement may be terminated by the election of the Optionee by sending written notice to the Optionor within fifteen (15) days after receiving notice of the proceeding. In the event of such termination by the Optionee, this agreement will become null and void and the Optionor shall promptly return The Option Consideration. In the event that the Optionee does not terminate this agreement, then the Optionee shall be entitled to an assignment of a condemnation **award** and/or recoveries associated with the interest(s) in The Property for which Optionee elects to exercise its option to purchase.

20. Sales and Use Tax Clearance. In the event that the sale of the County Deliverables and/or fee simple interest in The Property **are** subject to the provisions of the New Jersey Sales and Use Tax Act, N.J.S.54:32B-1 et seq., the Optionor shall execute and deliver to Optionee, and the Optionee shall submit the required notification of sale, transfer or assignment in bulk (Form C-9600) and all required attachments with the New Jersey Department of the Treasury, Division of Taxation, Bulk Sale Section not later than fifteen (15) days prior to closing. In the event that the New Jersey Division of Taxation requires the Optionee to hold a portion of the purchase price in escrow for potential tax liabilities of the Optionor, the Optionor does hereby authorize the Optionee to comply with such requirement and the Optionee's attorney or agent shall hold such amount, in escrow, and is authorized to disburse same upon receipt of authorizations, and in accordance with directions, from the Division of Taxation, and the balance of the escrow, if any, shall be paid to the Optionor. This paragraph shall survive the closing of title.

21. Recording of Memorandum of Option Agreement. Prior to the release of the Option Consideration to the Optionor, the Optionor shall execute a Short Form Memorandum of Option Agreement and authorize the recording of same as a lien against The Property.

22. New Jersey Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

23. Invalidity of Any Provision. In the event of the invalidity under the laws of the State of New Jersey of any of the provisions of the within Agreement, Optionee shall have the option of either severing said provision or provisions from said Agreement and treating the within Agreement as if it were written without such invalid provisions so long as such invalidity does not alter or change the total Purchase Price to be paid to Optionor, or, if the invalidity materially affects the development of the subject Premises, canceling the within Agreement. If Optionee elects to cancel this Agreement due to any invalidity which has been asserted by Optionor the Deposit shall be returned to Optionee with interest; if the invalidity shall be asserted by Optionee then Optionor shall retain all Deposits paid.

24. Successors and Assigns. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.


25. Parties Liable. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

26. Complete Agreement. This Contract is the entire and only agreement between the Optionor and the Optionee. This Contract replaces and cancels any previous agreements between the Optionor and the Optionee. This Contract can only be changed by an agreement in writing signed by both Optionor and Optionee.

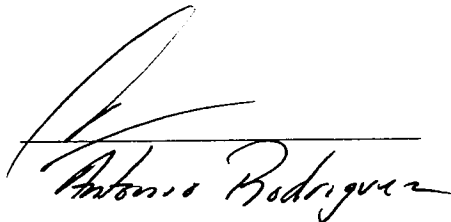
The Optionor also promises that the Optionor has not made any other contract to sell the property to anyone else.

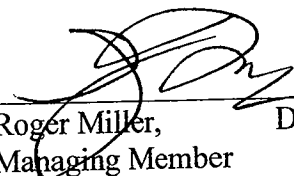
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS:


James Del Verde, Optionor 5-13-15
Date

Mariners Village at Keyport, LLC
Optionee


Antonio Rodriguez

By:  6/11/15
Roger Miller, Date
Managing Member

OPTION TO PURCHASE REAL PROPERTY

This Option given this ___ day of _____ 2015, by and between

James Del Verde ("Optionor"), whose address is **10 Washington Street, Keyport, NJ 07735**, hereinafter referred to as "Optionor".

Mariners Village at Keyport, LLC, c/o Roger Miller, whose address is **375 West Front Street, Keyport, NJ 07735** ("Optionee"), hereinafter referred to as "Optionee" and

The Optionor, for a consideration of up to \$27,000.00, as more fully described in Paragraph 4 below, does hereby grant to the Optionee, an option to purchase the property known as Block 20, Lot 7, Borough of Keyport, County of Monmouth and State of New Jersey, which property is hereinafter referred to as "The Property", for a period of one (1) year ("The Option Term").

1. Property. The property to be sold is hereinafter referred to as the "Property" and consists of the land and buildings, improvements and fixtures located on the land known as Block 20, Lot 7, **10 Washington Street**, Keyport Borough, Monmouth County, New Jersey.

2. Purchase Price. The parties hereto agree that the total purchase price for The Property if closing takes place on or before November 2, 2016 shall be Four hundred and twenty-nine thousand and five hundred and 00/100 Dollars (\$429,500.00) and if closing takes place after November 2, 2016, the purchase price for The Property shall be Four hundred and fourteen thousand and 00/100 Dollars (\$414,000.00).

3. Payment of Purchase Price. The purchase price of shall be payable in full at closing of title. Said funds shall be in the form of a cashier's check, bank check, attorney trust account check or wire transfer, at the election of the Optionee.

4. Option Consideration. The Option consideration payable by the Optionee to the Optionor shall be as follows:

A. \$1,500.00 per month for the first six (6) months, beginning with the date of execution of this Contract, and payable on the ___ day of the month for each of the five (5) months that follow.

B. \$3,000.00 per month for months 7 through 12, after date of execution of the Contract, which payment is due on the ___ day of the month.

The Option Consideration shall not be applied to the purchase price, but shall be deemed to be in addition to the purchase price as same is set forth in Paragraph 2 above.

5. Term of Option. This option shall be for a term of twelve (12) months from date of

full execution of this agreement.

6. Exercise of Option / Sale to Third Party. The Optionee shall exercise the Option to purchase The Property by giving the Optionor written notice of its election to exercise the Option. Said written notice shall be delivered no sooner than forty-five (45) days prior to the Optionee's requested closing date. The Optionor shall have the right to extend the closing date for a period of up to ten (10) months after receipt of said notice. The period of time that the Optionor extends the closing date shall be referred to herein as "the Postponement Period". **"The Postponement Period" shall be deemed to begin running forty-five (45) days after notice of the Optionee's closing date, as referenced above.** No additional consideration shall be due and payable to the Optionor during "the Postponement "Period".

7. Failure to Exercise Option / Termination of Option. If Optionee herein fails to exercise this Option during the term, or any agreed written extension hereof, then this agreement shall terminate and the Optionor shall retain the Option Consideration.

8A. Certificate of Occupancy. If the Borough of Keyport requires a Certificate of Occupancy as a pre-requisite to the transfer of The Property, the Optionee agrees to be responsible for securing same, provided that: (a) during the term of the Option, the Optionor maintains The Property in a habitable condition and makes all repairs to maintain The Property in a timely manner; and (b) that the Optionor provide to the Optionee, within ten (10) days of execution of this Contract, a copy of the Certificate of Occupancy issued to the Optionor at the time of his purchase of The Property.

8. Title and Survey Investigation. Within twenty one (21) days from the date of this Agreement, Optionee shall deliver to Optionor a copy of Optionee's commitment and/or binder to insure marketable title, or report from the title company chosen by Optionee refusing to issue said commitment and/or binder to insure marketable title, together with a list of objectionable items which appear on such title report. Not later than ten (10) days after the receipt of such title report commitment and/or binder and/or report of objections, Optionor shall respond in writing to Optionee which of the objections shall be cured by the Optionor prior to or at the Closing of title to Premises, including when and in what manner said items are to be cured. If Optionee is dissatisfied with Optionor's response, Optionee shall have ten (10) days from receipt of Optionor's response to either: (i) cancel this Agreement and receive a refund of the Deposit together with all interest thereon, in which event this Agreement shall become null and void and neither party hereto shall have any further obligation to the other; or (ii) agree to accept the exceptions which appear on the title report and which are not identified as those which will be cured by the Optionor (the "Permitted Exceptions") and proceed under the terms of this Agreement.

At the Closing hereunder, title is to be good and marketable and fee simple and insured at such regular basic rates by the title insurance company designated by the Optionee subject only to the Permitted Exceptions;

If Optionor's title investigation or report or rundown prior to closing reveals certain items which are not acceptable to Optionee for any reason, and Optionee reports such title objections to

Optionor in a timely manner, and Optionor, in writing within ten (10) days agrees to remove such title objections before closing but fails to so perform, Optionee shall have the option in either case to: (i) delay the Closing to a date specified by Optionee so that Optionor or Optionee shall remove or cure such objections at Optionor's expense; or (ii) close title of the Premises and pay the Purchase Price when due; however, sufficient sums from the proceed due Optionor at Closing as determined by Optionee's title insurance company shall be placed into escrow with Optionee's title insurance company, and shall be used by Optionee to cure or clear such objections at Optionor's expense with Optionee refunding any portion remaining after curing said defect; or (iii) cancel this Agreement and receive a full refund of the Option Consideration and the interest thereon, in which event this Agreement shall become null and void and neither party hereto shall have any further obligations to the other.

9. Right of Entry. The Optionee, its contractors, subcontractors, employees, servants, agents and assigns shall have the right to enter the property for purposes of conducting inspections of same. The right to enter the property shall include the right to test soils; to investigate sub-surface conditions and to perform environmental testing. The Optionee shall provide advance notice to the Optionor of the dates, times and purposes of any on site investigation no less than 24 hours in advance of same. Prior to entering the property for any purpose, the Optionee shall provide evidence of liability insurance in the minimum amount of \$1,000,000.00, which liability insurance coverage shall name the Optionor as additional insured.

As soon as reasonably possible, the Optionor shall restore any areas of the property disturbed to its original grade and condition.

10. Optionor's representations and Warranties. Optionor hereby represents and warrants as follows, which representations and warranties shall be true and correct as of the closing date, and the truth of which shall be a condition precedent to the performance by Buyer of his obligations contained herein.

- A. Ownership. Optionor is the owner of the property.
- B. Authority. Optionor has the full right and authority to execute this Contract and consummate all of the transactions hereby contemplated.
- C. No Actions Against Property. There are no actions, suits or proceedings pending or threatened against Optionor affecting any portion of the property, at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.
- D. No Attachments. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Optionor.
- E. No Litigation. There are no existing or pending litigations, claims, condemnations or sales in lieu thereof, contracts of sale, options to purchase or rights of first refusal with respect to the property, or any part thereof, nor have any such actions, suits,

proceedings, claims or other such matters been, to the best of Optionor's knowledge and belief, threatened or asserted.

F. No Flood Area. The Federal and State governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area", the Buyer may cancel this Contract prior to closing.

G. FIRPTA Affidavit. Optionor shall deliver to Optionee at the time of Closing hereunder an Affidavit (the "Affidavit") signed and sworn to under penalties of perjury by Optionor stating that Optionee is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986.

H. The Property shall be free of all tenancies on the date of closing.

I. The Property shall be free of any and all leases and/or service contracts on the date of closing.

J. Optionor shall agree to cooperate with the Optionee with regard to any and all applications for development approvals of The Property including a) joining applications as consenting owner; b) paying real estate taxes during the option term and providing evidence of same.

The Optionee shall keep the Optionor fully informed of the approvals for which the Optionee is seeking, during the Option Term.

11. Assignment. The Optionee shall have the right to assign this Contract to an entity formed or about to be formed. In the event that the Optionee assigns this Contract, the Optionee shall remain responsible for the performance of the Optionee's obligations under this Option Contract.

12. Default. In the event of a default by the Optionor, the Optionee shall have the right at its election to seek either a) specific performance of the Contract terms; or b) return of the Option Consideration and thereafter the parties shall have no further responsibility, liability or obligation to each other. In the event of a default by the Optionee, the **Optionor's** sole remedy shall be to retain The Option Consideration.

13. Time and Place of Closing. The Closing Date (s) cannot be made final or certain at this time. The Optionor and Optionee agree to schedule closing of title.

Closing of title shall take place in the offices of Heilbrunn Pape, LLC, 516 Highway 33, Millstone, NJ 08535, or such other location mutually agreed to by and between the Optionor and Optionee.

The Optionee shall reimburse the Optionor for actual closing costs incurred by the Optionor in an amount equal to the actual closing costs incurred, or \$10,000.00, whichever sum is the lesser. Said reimbursement shall be due and payable at the closing of title.

14. Real Estate Commission. The Optionee agrees to be responsible for the payment of real estate commissions to the following parties:

- A. \$6,488.00 payable to ReMax Realty, Attn: Brenda Campagna, 406 Grand Avenue, Lavalette, NJ 08735; and
- B. \$6,488.00 payable to Remax Imperial, Attn: Laura Piccinich, 684 Holmdel Road, Hazlet, NJ 07730.

The Optionee's obligation to pay a real estate commission shall not accrue until such time as closing of title has taken place. The payment of said commission shall be in addition to the purchase price.

The Optionor and Optionee represent and warrant to each other that no other real estate broker, sales person or agent was involved in or instrumental in bringing about this transaction.

15. Documents to be Delivered at Closing. The Optionor shall deliver the following documents at each Closing as applicable, in form and substance satisfactory to Optionee and to Optionee's title insurance company: (1) Deed, (2) Affidavit of Title (3) Blanket Assignment of Rights in and to Approvals, Surveys, Engineering Plans, Environmental and other Reports (4) Tax and Utility Bills (5) Certificate of Compliance with Section 1445 of the Internal Revenue Code (FIRPTA); (6) Bulk Sale Clearance Certificate, if same is applicable.

16. Environmental Representations. The Optionor represents that to the best of their knowledge, the subject premises have not been involved in the generation, manufacture, refining, transportation, treatment, storage or disposal of either hazardous substances or hazardous wastes.

17. Adjustments at Closing. The Buyer and Optionee agree to adjust the following expenses as of the closing date: real estate taxes, municipal water charges, sewer charges. The Buyer or the Optionee may require that any person with a claim or right affecting the property be paid off from the proceeds of this sale. The realty transfer fee on the Fee Simple Interest shall be the responsibility of the Optionor.

18. Notices. All notices or other communications made under this Contract, shall be in writing, delivered by certified mail, return receipt requested, or by Federal Express or any other nationally recognized overnight carrier, and shall be deemed to have been given on the date such notice is actually delivered to the proper address, and shall be addressed as follows:

As to Optionor: James Del Verde,
10 Washington Street
Keyport, NJ 07735

with a copy to: R.C. Shea & Associates
Attn: Dina M. Vicari, Esq.
244 Main Street, P.O. Box 2627
Toms River, NJ 08754

and

As to Optionee: Mariners Village at Keyport, LLC
C/O Roger Miller, Managing Member
375 West Front Street
Keyport, NJ 07735

with a copy to: Heilbrunn Pape, L.L.C.
Att: Kenneth L. Pape
516 Route 33
Millstone, NJ 08535

19. Condemnation. Optionor represents that it has no knowledge of any action or proceeding, either contemplated or pending, for condemnation of all or any portion of the property. Optionor will give Optionee prompt written notice of any set proceeding or action of which it becomes aware. Should all or any portion of the property to be conveyed be taken by condemnation or eminent domain prior to closing of title, this agreement may be terminated by the election of the Optionee by sending written notice to the Optionor within fifteen (15) days after receiving notice of the proceeding. In the event of such termination by the Optionee, this agreement will become null and void and the Optionor shall promptly return The Option Consideration. In the event that the Optionee does not terminate this agreement, then the Optionee shall be entitled to an assignment of a condemnation **award** and/or recoveries associated with the interest(s) in The Property for which Optionee elects to exercise its option to purchase.

20. Sales and Use Tax Clearance. In the event that the sale of the County Deliverables and/or fee simple interest in The Property are subject to the provisions of the New Jersey Sales and Use Tax Act, N.J.S.54:32B-1 et seq., the Optionor shall execute and deliver to Optionee, and the Optionee shall submit the required notification of sale, transfer or assignment in bulk (Form C-9600) and all required attachments with the New Jersey Department of the Treasury, Division of Taxation, Bulk Sale Section not later than fifteen (15) days prior to closing. In the event that the New Jersey Division of Taxation requires the Optionee to hold a portion of the purchase price in escrow for potential tax liabilities of the Optionor, the Optionor does hereby authorize the Optionee to comply with such requirement and the Optionee's attorney or agent shall hold such amount, in escrow, and is authorized to disburse same upon receipt of authorizations, and in accordance with directions, from the Division of Taxation, and the balance of the escrow, if any, shall be paid to the Optionor. This paragraph shall survive the closing of title.

21. Recording of Memorandum of Option Agreement. Prior to the release of the Option Consideration to the Optionor, the Optionor shall execute a Short Form Memorandum of Option Agreement and authorize the recording of same as a lien against The Property.

22. New Jersey Law. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

23. Invalidity of Any Provision. In the event of the invalidity under the laws of the State of New Jersey of any of the provisions of the within Agreement, Optionee shall have the option of either severing said provision or provisions from said Agreement and treating the within Agreement as if it were written without such invalid provisions so long as such invalidity does not alter or change the total Purchase Price to be paid to Optionor, or, if the invalidity materially affects the development of the subject Premises, canceling the within Agreement. If Optionee elects to cancel this Agreement due to any invalidity which has been asserted by Optionor the Deposit shall be returned to Optionee with interest; if the invalidity shall be asserted by Optionee then Optionor shall retain all Deposits paid.

24. Successors and Assigns. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

25. Parties Liable. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

26. Complete Agreement. This Contract is the entire and only agreement between the Optionor and the Optionee. This Contract replaces and cancels any previous agreements between the Optionor and the Optionee. This Contract can only be changed by an agreement in writing signed by both Optionor and Optionee.

The Optionor also promises that the Optionor has not made any other contract to sell the property to anyone else.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS:

James Del Verde 5-13-15
James Del Verde, Optionor Date

Mariners Village at Keyport, LLC
Optionee

Antonio Rodriguez


By: Roger Miller 6/11/15
Managing Member Date

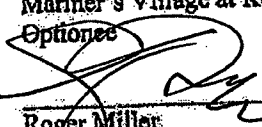
FIRST AMENDMENT TO OPTION TO PURCHASE REAL PROPERTY

Notwithstanding anything to the contrary set forth in the Option to Purchase Real Property dated June 1, 2015, made by and between James DelVerde, as Optionor and Mariner's Village at Keyport, LLC, as Optionee, for the real property known as Block 20, Lot 7, also known as 10 Washington Street, Keyport Borough, Monmouth County, New Jersey ("The Agreement"), the following terms and conditions shall apply:

1. The Option Term shall be extended. The Option Term shall terminate on December 31, 2016.
2. The Purchase Price shall be fixed at Four Hundred Twenty Nine Thousand Five Hundred Dollars (\$429,500.00).
3. Paragraph 4 entitled, "Option Consideration", shall be amended to provide that the sum of Three Thousand Dollars (\$3,000.00) per month shall be due on the first day of each month, September, 2016, October, 2016, November, 2016, December, 2016, January 2017.
4. Closing of title shall take place no later than January 30, 2017.
5. The Optionor shall have the right, after closing of title, to remain in possession of the property, pursuant to a Use and Occupancy Agreement, which use and Occupancy Agreement shall provide that no use and occupancy charges shall be imposed. Seller shall be responsible for maintenance and repairs, utilities, and insurance premium expenses during the term of the Use and Occupancy Agreement. The Use and Occupancy term shall be limited to the earlier of: (a) twelve (12) months from the date of closing; or (b) earlier termination upon one hundred fifty (150) days written notice if the Optionee requires the use of the premises for its development plans.
6. All other terms and conditions of the The Agreement shall remain in full force and effect, without further modification.

IN WITNESS WHEREOF, this Amendment has been duly executed by the Parties hereto effective as of the Amendment date.


James DelVerde, Optionor 10/21/16 Date

Mariner's Village at Keyport, LLC
Optionee
BY:  11/21/16 Date
Roger Miller
Managing Member

JONATHAN M. HEILBRUNN
MEMBER NJ, ME, & NY BARS

KENNETH L. PAPE

STACEY CITRON

PETER H. KLOUSER

JEFFREY R. CHANG

OF COUNSEL
STEVEN KROPF



COUNSELLORS AT LAW

516 HIGHWAY 33
MILLSTONE TOWNSHIP, NJ 08535

PHONE: 732-679-8844

FAX: 732-679-6554

www.hpnlaw.com

March 15, 2017

VIA EMAIL: dvicari@rcshea.com
AND REGULAR MAIL

Dina Vicari, Esq.
R.C. Shea & Associates
244 Main Street
Toms River, NJ 08753

RE: Mariners Village at Keyport, LLC
from James Del Verde
10 Washington Street, Keyport, NJ
Lot 7, Block 20

Dear Ms. Vicari:

I am pleased to deliver to you two (2) fully executed Second Amendment to Option to Purchase Real Property which has been signed by Roger Miller, Managing Member of Mariner's Village at Keyport, LLC, dated March 8, 2017.

Very truly yours,



KENNETH L. PAPE
For the Firm

KLP:dhm

Enc. Second Amendment to Option to Purchase Real Property.

cc: Mariner's Village at Keyport, LLC, Attn: Clay Perlman

SECOND AMENDMENT TO OPTION TO PURCHASE REAL PROPERTY

Notwithstanding anything to the contrary set forth in the Option to Purchase Real Property dated June 1, 2015, or First Amendment to Option to Purchase Real Property, dated November 21, 2016, made by and between James DelVerde, as Optionor and Mariner's Village at Keyport, LLC, as Optionee, for the real property known as Block 20, Lot 7, also known as 10 Washington Street, Keyport Borough, Monmouth County, New Jersey, the following terms and conditions shall apply:

1. The Option Period set forth in the original Contract at Paragraph 5 shall be extended to January 31, 2018.
2. The Option Consideration shall be increased from \$3,000.00 to \$3,750.00.
3. All other terms and conditions of the Option to Purchase Real Property, together with the First Amendment to Option to Purchase Real Property shall remain in full force and effect, without further modification.

IN WITNESS WHEREOF, this Amendment has been duly executed by the Parties hereto effective as of the Amendment date.

 dotloop verified
01/23/17 5:53PM EST
MAKG-ZVKT-9TC0-PZB

James DelVerde, Optionor Date

Mariner's Village at Keyport, LLC
Optionee



BY:

 3/8/17
Roger Miller Date
Managing Member

JONATHAN M. HEILBRUNN
MEMBER NJ, ME, & NY BARS

KENNETH L. PAPE

PETER H. KLOUSER

JEFFREY R. CHANG

OF COUNSEL
STEVEN KROPF



COUNSELLORS AT LAW

516 HIGHWAY 33
MILLSTONE TOWNSHIP, NJ 08535

PHONE: 732-679-8844

FAX: 732-679-6554

www.hpnlaw.com

January 22, 2018

VIA E-MAIL

Roger Miller
The Miller Group
2601 Biscayne Blvd.
Miami, FL 33137

RE: Mariners Village @ Keyport, LLC from DelVerde
Block 20, Lot 7 (10 Washington Street), Keyport, NJ

Dear Mr. Miller:

We have revised the Closing Statement based on the directions received this date from Dina Vicari's office. The revised Closing Statement is enclosed. We need to close by the end of the month. Please advise our office of the method of funding.

Please note that I have used the \$10,000.00 for the reimbursement amount, but that this is subject to revision. We are awaiting the Seller's attorney's closing invoice.

Very truly yours,



Kenneth L. Pape
For the Firm

KLP:cm
Enclosure
cc: Clay Perlman



A. Settlement Statement (HUD-1)

B. Type of Loan		6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower: Mariners Village @ Keyport, LLC 2601 Biscayne Blvd. Miami, FL 33137		E. Name & Address of Seller: James DelVerde 10 Washington Street Keyport, NJ 07735		F. Name & Address of Lender: N/A
G. Property Location: 10 Washington Street Keyport, NJ 07735 Lot: 20 Block: 7		H. Settlement Agent: Kenneth L. Pape 516 Highway 33 Millstone, NJ 08535 Place of Settlement: 516 Highway 33 Millstone, NJ 08535		TIN: Phone: (732) 679-8844 I. Settlement Date: 1/31/2018 Funding Date: 1/31/2018
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller	
101. Contract sales price	429,500.00	401. Contract sales price	429,500.00	
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	17,917.53	403.		
104.		404.		
105. Reimb. of Closing Costs	10,000.00	405. Reimb. of Closing Costs	10,000.00	
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance	
106. City/town taxes: 1/31/2018-7/1/2018	1,026.18	406. City/town taxes: 1/31/2018-7/1/2018	1,026.18	
to		to		
107. County taxes:		407. County taxes:		
to		to		
108. Assessments:		408. Assessments:		
to		to		
109. Sewer Adjustments	111.78	409. Sewer Adjustments	111.78	
110.		410.		
111.		411.		
112.		412.		
120. Gross Amount Due From Borrower	458,555.49	420. Gross Amount Due To Seller	440,637.96	
200. Amounts Paid By Or In Behalf Of Borrower			500. Reductions In Amount Due To Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)		
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	5,300.09	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff of first mortgage loan		
		to Vanguard Funding, LLC		
205.		505. Payoff of second mortgage loan		
206.		506. Final Reading Escrow	300.00	
207.		507.		
208.		508.		
209.		509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210. City/town taxes:		510. City/town taxes:		
to		to		
211. County taxes:		511. County taxes:		
to		to		
212. Assessments:		512. Assessments:		
to		to		
213.		513.		
214.		514.		
215.		515.		
216. Taxes Current Year \$3112.76		516. Sewer Current Year \$170.51		
217. Per Diem \$17.10308		517. Per Diem \$1.89456		
218. Seller Paid \$1556.38		518. Seller Paid \$170.51		
219. Seller Owes 31 days		519. Seller Owes 31 days		
220. Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	5,600.09	
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	458,555.49	601. Gross amount due to seller (line 420)	440,637.96	
302. Less amounts paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	5,600.09	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	458,555.49	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	435,037.87	

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		File Number:	Loan Number:		
700. Total Real Estate Broker Fees					
Division of Commission (line 700) as follows:					
701.	\$6,488.00	to ReMax Realty			
702.	\$6,488.00	to ReMax Imperial			
703.	Commission paid at settlement			12,976.00	
704.					
800. Items Payable In Connection With Loan					
801.	Our origination charge	\$	(from GFE #1)		
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)		
803.	Your adjusted origination charges		(from GFE A)		
804.	Appraisal fee to		(from GFE #3)		
805.	Credit report to		(from GFE #3)		
806.	Tax service to		(from GFE #3)		
807.	Flood certification		(from GFE #3)		
808.					
809.					
810.					
811.					
900. Items Required By Lender To Be Paid In Advance					
901.	Daily interest charges from 1/31/2018 to 2/1/2018 @ \$ /day		(from GFE #10)		
902.	Mortgage insurance premium for 0 months to		(from GFE #3)		
903.	Homeowner's insurance for 0 years to		(from GFE #11)		
904.					
905.					
1000. Reserves Deposited With Lender					
1001.	Initial deposit for your escrow account		(from GFE #9)		
1002.	Homeowner's insurance	months @ per mo	\$		
1003.	Mortgage insurance	months @ per mo	\$		
1004.	Property taxes	months @ per mo	\$		
1005.		months @ per mo	\$		
1006.		months @ per mo	\$		
1007.	Aggregate Adjustment		\$0.00		
1100. Title Charges					
1101.	Title services and lender's title insurance	First American Title Insurance Co.	(from GFE #4)		
1102.	Settlement or closing fee				
1103.	Owner's title insurance	First American Title Insurance Co.	(from GFE #5)	2,821.53	
1104.	Lender's title insurance	First American Title Insurance Co.			
1105.	Lender's title policy limit	\$			
1106.	Owner's title policy limit	\$429,500.00			
1107.	Agent's portion of the total insurance premium	\$			
1108.	Underwriter's portion of the total insurance premium	\$			
1109.					
1110.					
1111.					
1200. Government Recording and Transfer Charges					
1201.	Government recording charges		(from GFE #7)	120.00	
1202.	Deed \$120.00	Mortgage \$	Release \$75.00		75.00
1203.	Transfer taxes		(from GFE #8)		
1204.	City/County tax/stamps: Deed \$	Mortgage \$			
1205.	State tax/stamps: Deed \$3,498.20	Mortgage \$			3,498.20
1206.			\$		
1207.			\$		
1300. Additional Settlement Charges					
1301.	Required services that you can shop for		(from GFE #6)		
1302.	Legal Fee to Heilbrunn Pape, LLC (e)			2,000.00	
1303.	1st Qtr 2018 Taxes				1,556.38
1304.	1st Qtr 2018 Water/Sewer				170.51
1305.					
1306.					
1307.					
1308.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				17,917.53	5,300.09

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Mariners Village @ Keyport, LLC

Buyer/Borrower

James DelVerde

Seller

Buyer/Borrower

Seller

This Settlement Statement which I've prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.

Kenneth L. Pape

Settlement Agent

1/31/2018

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment.

R. C. SHEA & ASSOCIATES

ROBERT C. SHEA
MARC S. GALELLA †
DINA M. VICARI
MICHAEL J. DEEM *
CHRISTOPHER R. SHEA *
ROBERT C. SHEA II

COUNSELLORS AT LAW, P.C.
244 MAIN STREET
PO Box 2627
TOMS RIVER, NEW JERSEY 08754
(732) 505-1212

BRICK AREA
(732) 451-0800

MANCHESTER AREA
(732) 408-9455

TOLL FREE NUMBER
(800) 556-SHEA

* Member NJ & PA Bars
LLM in Trial Advocacy

† Member Nat'l Academy of Elder Law Attorneys
* Certified by the Supreme Court of New Jersey as a Civil
Trial Attorney
Certified By The National Board of Trial Advocacy As
A Civil Trial Advocate
Rule 1:40 Qualified Mediator

REAL ESTATE FAX: (732) 505-1360

January 19, 2018

Via email kpape@hpnjlaw.com

Kenneth L. Pape, Esquire
516 Highway 33
Millstone, New Jersey 08535

Re: DelVerde to Mariners Village @ Keyport
Lot 7, Block 20
10 Washington Street
Keyport, New Jersey
Our File No. 09733

Dear Mr. Pape:

As we are preparing for the closing at the end of the month, my client wishes to invoke his right to remain in the property under a U & O Agreement pursuant to the First Amendment to Option to Purchase Real Property, paragraph 5. This office will prepare the U & O Agreement and forward same to you for review next week.

In addition we have asked Brenda Campagna, realtor for Seller, to forward her commission statement, in the amount of \$6,488.00, so that same can be included on the Closing Statement as a Buyer's expense pursuant to Option Agreement paragraph 14A.

We are presently preparing the documents for closing and will forward same to you by overnight mail since we will not be attending closing. Additionally, I am preparing my statement of services to be included on the Closing Statement as a Buyer's expense pursuant to Option Agreement paragraph 13 which states Buyer shall reimburse Seller for actual closing costs incurred or \$10,000.00 whichever sum is the lesser.

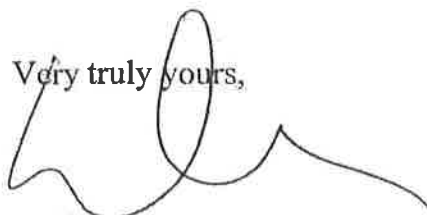
R. C. SHEA & ASSOCIATES

COUNSELLORS AT LAW, P.C.

Page 2 of 2

Lastly, in accordance with paragraph 8A, it is the Buyer's responsibility to obtain the CO from the Borough of Keyport.

Very truly yours,

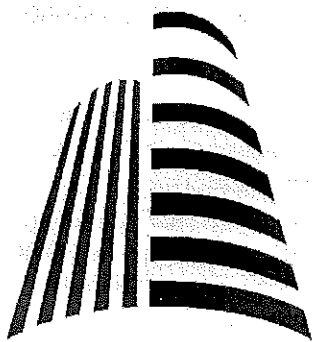
A handwritten signature in black ink, appearing to read 'Dina M. Vicari', with a large loop at the top and a long horizontal stroke at the bottom.

DINA M. VICARI

DMV/kss

CC: Mr. James DelVerde via email

OTTEAUGROUP
VALUATION | BROKERAGE | RESEARCH | CONSULTING



OTTEAUGROUP

Bringing CLARITY to Real Estate

VALUATION | BROKERAGE | RESEARCH | CONSULTING

800.458.7161

100 Matawan Road, Suite 320
Matawan, New Jersey 07747

112 W. 34th Street, 18th Floor
Manhattan, New York 10120

325-41 Chestnut Street, Suite 800
Philadelphia, Pennsylvania 19106

www.otteau.com

APPRAISAL REPORT

OG File No. 17040042

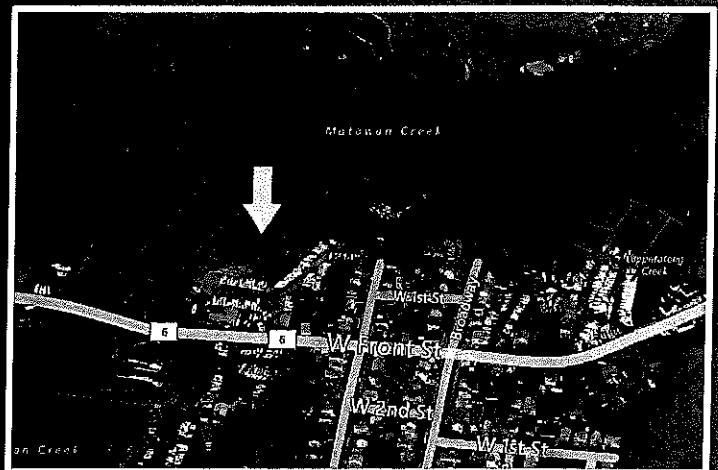
*Brown's Point Marina, Rehabilitation Facility, &
Proposed Apartment Site*

349-357 West Front Street & 6 Broadway

Block 20, Lots 5, 6, 6.01, 9, 11.01, 13, 14, & 14.01

Keyport Borough

Monmouth County, New Jersey



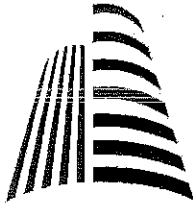
PREPARED FOR

Mr. Ed Wojtaszek

Amboy Bank

3950 us Highway 9

Old Bridge, NJ 08857



OTTEAU GROUP

VALUATION | RESEARCH | CONSULTING | BROKERAGE
800-458-7161 www.otteau.com

New Jersey Office (Mail)
100 Matawan Road, Suite 320
Matawan, NJ 07747

New York Office
112 W. 34th Street, 18th Floor
Manhattan, NY 10120

Pennsylvania Office
325-41 Chestnut Street, Suite 800
Philadelphia, PA 19106

August 31, 2017

Mr. Ed Wojtaszek
Amboy Bank
3950 us Highway 9
Old Bridge, NJ 08857

RE: OG File No. 17040042
Brown's Point Marina, Rehabilitation Facility, & Proposed Apartment Site
349-357 West Front Street & 6 Broadway
Block 20, Lots 5, 6, 6.01, 9, 11.01, 13, 14, & 14.01
Keyport Borough
Monmouth County, New Jersey

Dear Mr. Ed Wojtaszek:

In accordance with your request, I submit my **appraisal report** of the above referenced property. I have carefully inspected the property and have made a thorough study, investigation and analysis of all matters important to the estimation of its market value.

This appraisal has been developed and the report has been prepared in accordance with the appraisal policy guidelines of Amboy Bank, the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Foundation, the Code of Professional Ethics (CPE) of the Appraisal Institute, the Standards of Professional Practice (SPP) of the Appraisal Institute, the 2010 Interagency Appraisal and Evaluation Guidelines and the requirements of the Title XI of the Financial Institutions Reform Recovery and Enforcement Act of 1989 (FIRREA) and revisions.

The purpose of the appraisal is to estimate the **As Is and As Approved** market value of the subject property, in **Fee Simple & Leased Fee Interest** for mortgage financing purposes.

This report includes the pertinent data secured in my investigation, any assumptions and limiting conditions, as well as the exhibits and the details of the processes used to arrive at my conclusions of value.

Property Description: The subject property As Is consists of an 86 slip marina (Brown's Point Marina) and a 5,791 square foot residential structure utilized as a rehabilitation facility (Endeavor House) located on 13.48 acres. The borrower has made application to the borough to obtain approvals for a 120 unit multifamily rental project, which will be located on the site of the rehabilitation facility (Endeavor House) and three other properties that are currently under contract. As Approved and after the acquisition of all properties the subject will be located on 14.07 acres. The existing marina will remain in place, however all additional structure will be razed to make way for the multifamily rental project.

Our appraisal has developed the following value conclusions regarding the subject property:

AS IS (MARINA & REHAB BUILDING)	
Value Type	Market Value
Property Rights Appraised	Leased Fee
Effective Date of Valuation	June 14, 2017
Marina Value	\$3,268,000
Rehab Facility Value	\$347,000
Total Value Conclusion	\$3,615,000

AS APPROVED (MARINA & LAND)	
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Valuation	December 14, 2017
Marina Value	\$3,268,000
Approved Land	\$6,000,000
Total Value Conclusion	\$9,268,000

Extraordinary Assumptions

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

This appraisal is subject to the following Extraordinary Assumptions, which can have an effect on the value conclusion of this report:

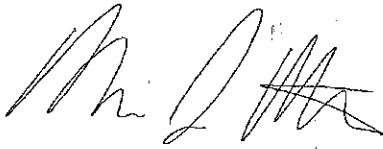
- The recovery center located at 6 Broadway is in average condition as no interior inspection was performed. Further, that the square footage reported by the tax assessor is accurate.
- That the subject will obtain approvals for a 120 unit multifamily apartment complex within six months of the As Is effective date of this appraisal. Further, it will be assumed in the As Approved that the remaining properties required will be acquired by the borrower.

Hypothetical Conditions

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

This appraisal is not subject to any Hypothetical Conditions.

Respectfully submitted,



Christopher J. Otteau, MAI, AI-GRS
Principal
New Jersey SCGREA #42RG00219400
New York SCGREA #46000049674
Pennsylvania SCGREA #GA003794

CJO/TD

TABLE OF CONTENTS

PART I – INTRODUCTION	1
Executive Summary	1
Certification of the Appraiser	3
Subject Property Location Map	4
Subject Property Photos	5
Date of Value Estimate	11
Identification of Property	11
Intended Users of the Appraisal	11
Intended Use of the Appraisal	11
Real Property Interest Appraised	11
Definition of Market Value	12
Scope of Work	13
Requested and Supplied Documentation	16
Competency Provision	16
Limiting Conditions, Assumptions and Hypothetical Conditions	17
PART II – FACTUAL DESCRIPTIONS	21
Tax and Assessment Analysis	21
Ownership and History of Property	22
Area Analysis	24
Neighborhood Analysis	30
Zoning & Land Use Regulations	31
Site Analysis	35
Improvement Analysis	38
PART III – MARKET & VALUATION ANALYSIS	39
Market Analysis	39
Highest and Best Use	47
Marina Sales Comparison Approach	49
Marina Sales Comparison Conclusion	58
Sales Comparison Conclusion	65
Cost Approach	75
Income Approach	75
Reconciliation of Final Value Estimate	76
Reasonable Marketing Time	77
Reasonable Exposure Time	77

PART IV – ADDENDUM **79**
Professional Qualifications 79
Contract of Sale of House #1 83
Contract of Sale of House #2 91
Contract of Sale of House #3 99
Contract of Sale of House #4 107
Subject Deed 115
Subject Deed - Lot 5 126
Subject Tax Records 132
Common Terminology 138
Internal Review Checklist 152
Engagement Letter 155

PART I – INTRODUCTION

Executive Summary

Property Description: The subject property As Is consists of an 86 slip marina (Brown's Point Marina) and a 5,791 square foot residential structure utilized as a rehabilitation facility (Endeavor House) located on 13.48 acres. The borrower has made application to the borough to obtain approvals for a 120 unit multifamily rental project, which will be located on the site of the rehabilitation facility (Endeavor House) and three other properties that are currently under contract. As Approved and after the acquisition of all properties the subject will be located on 14.07 acres. The existing marina will remain in place, however all additional structure will be razed to make way for the multifamily rental project.

Location:	349-357 West Front Street & 6 Broadway Keyport Borough Monmouth County New Jersey
Block/Lot:	Block 20, Lots 5, 6, 6.01, 9, 11.01, 13, 14, & 14.01 Proposed Additional Lots: Block 20, Lots 1,2,3, & 7
Property Use as of Valuation Date:	Marina, Rehab Facility & Proposed Apartment Site
Land Area:	As Is: 13.48 acres / 587,448 square feet Proposed: 14.07 acres / 612,918 square feet
Utilities:	Public Water, Public Sewer, Natural Gas
Zoning:	GMC – General Marine Commercial RA – Residential Zone A Brown's Point Marina Redevelopment Area
Highest and Best Use – As Vacant:	Residential Development
Highest and Best Use – As Improved:	Existing Marina Use, Demolition of Rehab Facility Use and Residential Development
Marketing Time:	Six to Twelve Months
Exposure Time:	Six to Twelve Months

Value Indications:

AS IS (MARINA & REHAB BUILDING)	
Value Type	Market Value
Property Rights Appraised	Leased Fee
Effective Date of Valuation	June 14, 2017
Marina Value	\$3,268,000
Rehab Facility Value	\$347,000
Total Value Conclusion	\$3,615,000
AS APPROVED (MARINA & LAND)	
Value Type	Market Value
Property Rights Appraised	Fee Simple
Effective Date of Valuation	December 14, 2017
Marina Value	\$3,268,000
Approved Land	\$6,000,000
Total Value Conclusion	\$9,268,000



A. Settlement Statement (HUD-1)

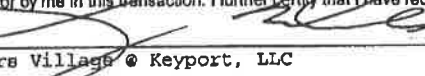
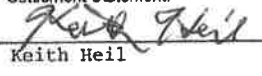
OMB Approval No. 2502-0265

B. Type of Loan		6. File Number:	7. Loan Number:	8. Mortgage Insurance Case Number:
1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> RHS 3. <input type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower: Mariners Village @ Keyport, LLC 2601 Biscayne Blvd. Miami, FL 33137		E. Name & Address of Seller: Keith Heil 14 North West First Street Keyport, NJ 07735		F. Name & Address of Lender: N/A
G. Property Location: 14 North West First Street Keyport, NJ 07735 Lot: 3 Block: 20		H. Settlement Agent: Kenneth L. Pape 516 Highway 33 Millstone, NJ 08535 Place of Settlement: 516 Highway 33 Millstone, NJ 08535		TIN: Phone: (732) 679-8844 I. Settlement Date: 8/30/2017 Funding Date: 8/30/2017
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower			400. Gross Amount Due To Seller	
101. Contract sales price	225,000.00	401. Contract sales price	225,000.00	
102. Personal property		402. Personal property		
103. Settlement charges to borrower (line 1400)	14,122.53	403.		
104.		404.		
105. Rent Credit (\$2300 X 18)		405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance	
106. City/town taxes:		406. City/town taxes:		
to		to		
107. County taxes:		407. County taxes:		
to		to		
108. Assessments:		408. Assessments:		
to		to		
109.		409.		
110.		410.		
111.		411.		
112.		412.		
120. Gross Amount Due From Borrower	239,122.53	420. Gross Amount Due To Seller	225,000.00	
200. Amounts Paid By Or In Behalf Of Borrower			500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	38,000.00	501. Excess deposit (see instructions)	38,000.00	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	1,130.00	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff of first mortgage loan		
205. *29000 + 7000 + 7000		505. Payoff of second mortgage loan		
206.		506.		
207.		507.		
208.		508.		
209.		509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller	
210. City/town taxes: 1/1/2017-8/30/2017		510. City/town taxes: 1/1/2017-8/30/2017		
to		to		
211. County taxes:		511. County taxes:		
to		to		
212. Assessments:		512. Assessments:		
to		to		
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. Total Paid By/For Borrower	38,000.00	620. Total Reduction Amount Due Seller	39,130.00	
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	239,122.53	601. Gross amount due to seller (line 420)	225,000.00	
302. Less amounts paid by/for borrower (line 220)	38,000.00	602. Less reductions in amount due seller (line 520)	39,130.00	
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	201,122.53	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	185,870.00	

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

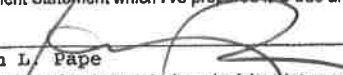
L. Settlement Charges		File Number:	Loan Number:		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees						
Division of Commission (line 700) as follows:						
701.	\$6,750.00	to RE/MAX Imperial				
702.	\$	to				
703.	Commission paid at settlement				6,750.00	
704.						
800. Items Payable in Connection With Loan						
801.	Our origination charge	\$	(from GFE #1)			
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)			
803.	Your adjusted origination charges		(from GFE A)			
804.	Appraisal fee to		(from GFE #3)			
805.	Credit report to		(from GFE #3)			
806.	Tax service to		(from GFE #3)			
807.	Flood certification		(from GFE #3)			
808.						
809.						
810.						
811.						
900. Items Required By Lender To Be Paid In Advance						
901.	Daily interest charges from 8/30/2017 to 9/1/2017 @ \$ /day		(from GFE #10)			
902.	Mortgage insurance premium for 0 months to		(from GFE #3)			
903.	Homeowner's Insurance for 0 years to		(from GFE #11)			
904.						
905.						
1000. Reserves Deposited With Lender						
1001.	Initial deposit for your escrow account		(from GFE #9)			
1002.	Homeowner's insurance	months @ per mo	\$			
1003.	Mortgage insurance	months @ per mo	\$			
1004.	Property taxes	months @ per mo	\$			
1005.		months @ per mo	\$			
1006.		months @ per mo	\$			
1007.	Aggregate Adjustment		\$0.00			
1100. Title Charges						
1101.	Title services and lender's title insurance	First American Title Insurance Co.	(from GFE #4)			
1102.	Settlement or closing fee					
1103.	Owner's title insurance	First American Title Insurance Co.	(from GFE #5)	1,402.53		
1104.	Lender's title insurance	First American Title Insurance Co.				
1105.	Lender's title policy limit	\$				
1106.	Owner's title policy limit	\$225,000.00				
1107.	Agent's portion of the total insurance premium	\$				
1108.	Underwriter's portion of the total insurance premium	\$				
1109.						
1110.						
1111.						
1200. Government Recording and Transfer Charges						
1201.	Government recording charges		(from GFE #7)	120.00		
1202.	Deed \$120.00	Mortgage \$	Release \$			
1203.	Transfer taxes		(from GFE #8)			
1204.	City/County tax/stamps: Deed \$	Mortgage \$				
1205.	State tax/stamps: Deed \$1,130.00	Mortgage \$				1,130.00
1206.				\$		
1207.				\$		
1300. Additional Settlement Charges						
1301.	Required services that you can shop for		(from GFE #8)			
1302.	Legal Fee to Heilbrunn Pape, LLC			2,500.00		
1303.						
1304.						
1305.	Reimbursement of Seller's Legal Fees			3,350.00		
1306.						
1307.						
1308.						
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				14,122.53	1,130.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account of by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

 Mariners Village @ Keyport, LLC Buyer/Borrower Keith Heil Seller

This Settlement Statement which I've prepared is a true and accurate account of this transaction. I've caused or will cause the funds to be disbursed in accordance with this statement.



 Kenneth L. Pape Settlement Agent 8/30/2017 Date