

Unclear Title - The Law of Encumbrances



BY

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EBCBOR
Winter 2013

Notice



- This course does not constitute legal advice or the formation of an attorney client relationship.
- We can still be friends.
- Course Identification/Reference Number is: **C20160387**

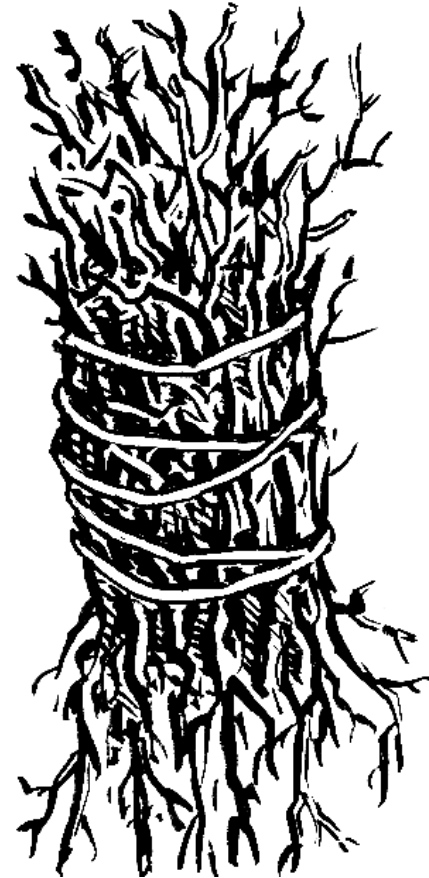


Disposition

Possess/Occupy

Control

Exclude



Common Law and the Bundle of Rights

Introduction



- Title and Possession
 - Livery of Seisin
- Impediments to Title

Conveyancing



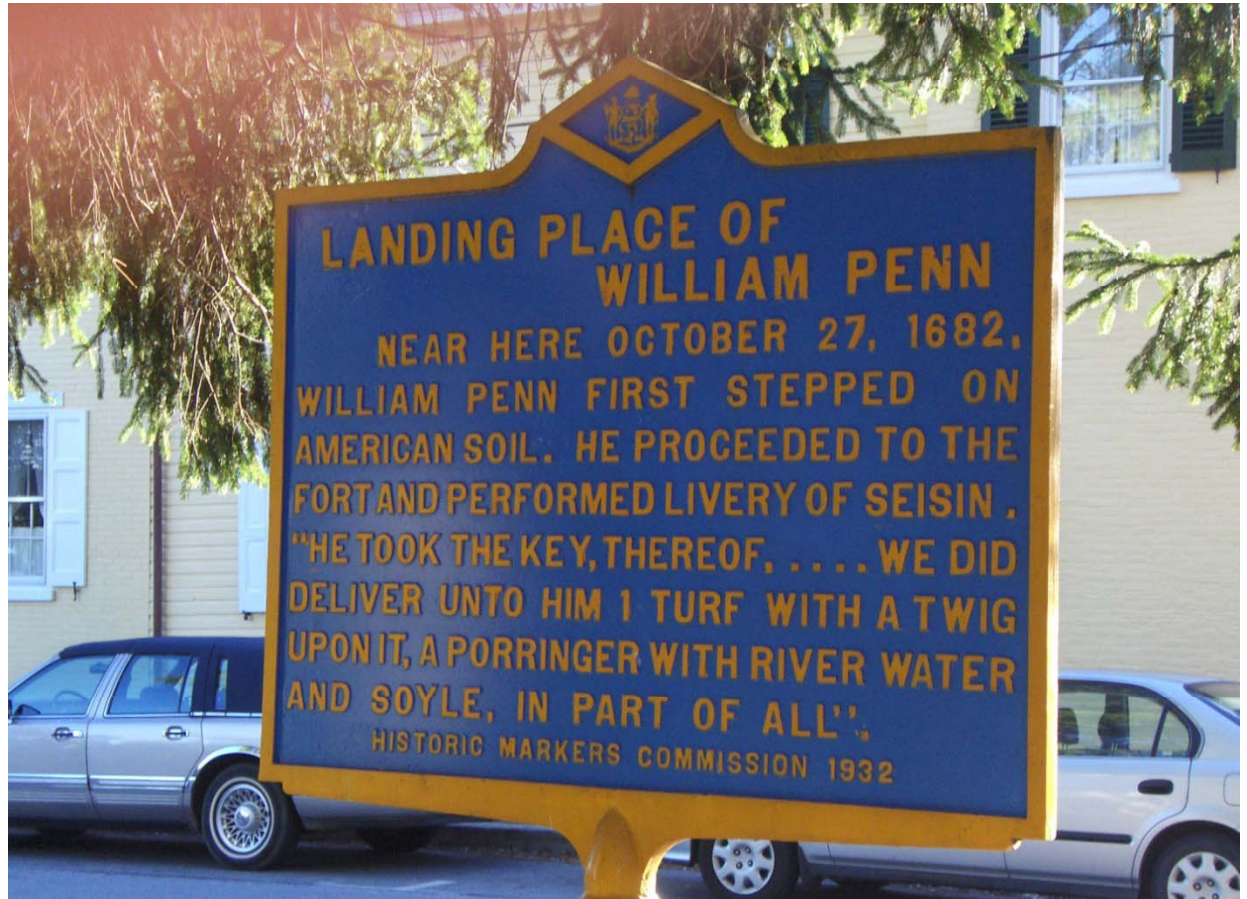
- In law, conveyancing is the transfer of legal title of property from one person to another, or the granting of an encumbrance such as a mortgage or a lien.
 - Black's Law Dictionary (7th ed. 1999)



Inscription. Near here October 27, 1682, William Penn first stepped on American soil. He proceeded to the fort and performed Livery of Seisin. "He took the key, thereof,...we did deliver unto him 1 turf with a twig upon it, a porringer with river water and soyle, in part of all."

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HMdb.org. Photo By Roger
Dean Meyer, October 8,
2006

1. Landing Place of William Penn Marker



Livery of Seisin

Introduction



Covenant

- An agreement convention, or promise of two or more parties, by deed in writing, signed, sealed, and delivered, by which either of the parties pledges himself to the other that something is either done or shall be done, or stipulates for the truth of certain facts.

- Black's Law Dictionary Free Online 2nd Ed.

Warrant

- In conveyancing. To assure the title to property sold, by an express covenant to that effect in the deed of conveyance. To stipulate by an express covenant that the title of a grantee shall be good, and his possession undisturbed. In contracts. To engage or promise that a certain fact or state of facts, in relation to the subject-matter, is, or shall be, as it is represented to be.

- Black's Law Dictionary Free Online 2nd Ed.

Introduction



- **NJSA 46:4-3. Covenant of seizin**

A covenant by the grantor in a deed "that he is lawfully seized of the said land" , shall have the same effect as if he had covenanted, promised and granted to and with the grantee, his heirs and assigns, that at the time of the sealing and delivery of the deed, he, the said grantor, was seized in his own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the premises thereby granted, with the appurtenances.

Introduction



- **NJSA 46:9-2. Covenant of seizin and warranty**

A covenant in any mortgage in the words, "That the mortgagor warrants the title to the premises" shall be construed to have the same force and effect as the following words: That he covenants with the said mortgagee that he is seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereof unto the said mortgagee, his executors, administrators, successors and assigns, against all lawful claims whatsoever.

Covenants and Warranties



- **NJSA 46:4-5. Covenants as to quiet possession and freedom from encumbrances**

A covenant by the grantor in a deed "that the grantee shall have quiet possession of the said land" , shall have as much effect as if he had covenanted that the grantee, his heirs and assigns, might, at any and all times thereafter, peaceably and quietly enter upon, and have, hold, use and occupy, possess and enjoy the land conveyed by the deed, or intended so to be, with all the buildings thereon, and the privileges and appurtenances thereto belonging, and receive and take the rents and profits thereof, to and for his and their use and benefit without any let, suit, eviction, interruption, claim or demand whatever of the grantor, his heirs or assigns, or any other person or persons whomsoever, lawfully claiming or to claim the same.

If, to such covenant, there be added "free from all encumbrances" , such words shall have as much effect as if the words "and that the said premises are free and clear, and freely and clearly acquitted and discharged of and from all former mortgages, judgments, executions, and of and from all other encumbrances whatever" .

Covenants and Warranties



- **NJSA 46:4-6. Covenant as to grantor's acts**

A covenant by the grantor in a deed "that he has done no act to encumber the said lands", shall have the same effect as if he covenanted that he had not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whereby the lands and premises conveyed, or intended so to be or any part thereof, are or will be changed, charged, altered, affected, defeated, or encumbered in title, estate or otherwise.

Covenants and Warranties



- **NJSA 46:4-7. Covenant of general warranty**

A covenant by the grantor in a deed "that he will warrant generally the property hereby conveyed" , shall have the same effect as if the grantor covenanted that he, his heirs and personal representatives, will forever warrant and defend the said property unto the grantee, his heirs, personal representatives and assigns, against the claims and demands of all persons whomsoever.

Introduction



- Echos in the Modern Agreement of Sale
 - quality of title
 - undue interference with intended use

Introduction

- **17. QUIET ENJOYMENT.**

Provided that Tenant has performed all of the terms and conditions of this Agreement to be performed by Tenant, including the payment of Fixed Rent and Additional Rent, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord.

- **6. QUALITY AND INSURABILITY OF TITLE.**

- Title to the Property to be transferred shall be good and marketable title, free and clear of all liens and encumbrances, tenancies and rights of others, and shall be insurable without exception at regular rates by a reputable title insurance company of Tenant's choice, subject only to the Permitted Title Exceptions.

Recording Title



- Recordation
- Report of Title
- Unavoidable Unpleasant Surprises
 - undisclosed or missing heirs
 - mistakes in recording
 - documents executed under duress
 - defects involving powers of attorney

Recording Title



- **46:16-2. All instruments affecting title to real estate**

All instruments of every kind in anywise affecting the title to any real estate situate in this state, or any interest therein, or containing any agreement in relation thereto, or granting any right or interest therein, may be acknowledged or proved and then recorded in the office of the county recording officer of the county wherein the real estate is situate.

The acknowledgment or proof of any such instrument may be taken in the manner provided by this title for the acknowledgment or proof of deeds of conveyances of real estate, before any officer authorized by this title to take such acknowledgments or proofs, and such instruments, when so acknowledged or proved, may be recorded in the manner provided by this title, and all the provisions of this title relating to the deeds or instruments mentioned in section 46:16-1 of this title and to the record thereof shall apply to the instruments mentioned in this section.

Recorded Documents

- AFFIDAVIT OF SERVICE
- AFFIDAVIT
- AGREEMENT
- AGREEMENT MISC RECORDS CORP
- NON DEED AGREEMENT
- AGREEMENT RELEASE
- AIRCRAFT LIEN
- DISCHARGE OF AIRCRAFT LIEN
- ATLAS MAPS
- ASSIGNMENT OF LEASE
- ASSIGNMENT OF LEASE DISCHARGE
- ASSIGNMENT OF RENTS
- ASSIGNMENT OF RENT DISCHARGE
- AGREEMENT OF SALE
- BUILDING CONTRACT
- BUILDING CONTRACT AMENDMENT
- BUILDING CONTRACT DISCHARGE
- BUILDING CONTRACT PLANS
- BUILDING CONT PARTIAL RELEASE
- BUILDING CONTRACT SPECIFICATIONS
- BANK MERGER

- COLLATERAL ASSIGNMENT
- CANCELLED MORTGAGE
- CANCELLED MORTGAGE RERECORDED
- CANCELLED MORTGAGE NO CHARGE
- MUNICIPAL CANCELLATION
- RELEASE OF COLLATERAL ASSIGNMENT
- CD DOCUMENTS
- CEMETERY DEEDS
- COMPLAINT IN REM
- CIR ORDER DISMISSAL IN PA
- CONSENT JUDGMENT
- CONSTRUCTION LIEN
- CLC AMENDMENT
- CLC DISCHARGE BY BOND
- CONSTRUCTION LIEN DISCHARGE
- CONDOMINIUM LIEN
- AMENDMENT CONDO LIEN
- DISCHARGE CONDO LIEN
- CLC/NUB NO CHARGE
- CONSENT ORDER

Recorded Documents

- CERTIFICATE OF INCORPORATION
- CORRESPONDENCE Attached to incoming doc
- COUNTY SPECIAL
- DATA CARD
- DISCLAIMER
- DECLARATION OF COVENANTS & RESTRICTION
- DEED
- GRANTEE INDEX
- GRANTEE INDEX CORP
- GRANTOR INDEX - ISLAND DEV CO
- GRANTOR INDEX
- GRANTOR INDEX CORP
- DELETED RECORD TO BE CLEARED OFF
- DEMOLITION LIEN/MUNICIPALITY
- DEPOSIT TO CHARGE ACCOUNT
- DEED MAP
- MASTER DEED
- AMENDMENT MASTER DEED
- MUNICIPAL DEED
- DEED NOTICE
- DNA STATE LIEN
- DEED NO CHARGE
- DOCUMENT COPIES
- DECLARATION OF INTENTION(NATURALIZATION)

- DECLARATION OF TAKING
- DISCHARGE PROPOSED
- DEDICATION OF ROADS
- ELECTION BALLOTS - ABSENTEE
- ELECTION BALLOTS - SAMPLE
- ELECTION CONTRIBUTION REPORTS
- ELECTION CORRESPONDENCE
- ELECTION CERTIFICATES
- ELECTION DISTRICT MAP
- ELECTION PETITIONS
- ELECTION RESULTS
- ELECTION SPECIAL
- EASEMENT
- EASEMENT NO CHARGE
- MISC FILE DOCUMENT
- FIREMAN'S EXEMPTION CERTIFICATE
- FINAL JUDGMENT
- FINAL JUDGEMENT IN REM
- FEDERAL TAX LIEN
- RELEASE FEDERAL TAX LIEN
- GRANT
- HOSPITAL LIEN DOCKET
- HOTEL NAME REGISTRATION
- INSTITUTIONAL LIEN DISCHARGE
- INSTITUTIONAL LIEN VIEWABLE

Recorded Documents

- INDEX BOOK - SCANNED
- INDEX OF ORIGINAL MAP LOCATIONS
- INSTITUTIONAL LIEN
- INTERNET COPIES
- INDEMNIFY SAVE HOLD HARMLESS
- INHERITANCE TAX WAIVER
- JUDGMENT INDEX
- JUDGMENT CORPS DEFENDANTS
- JUDGMENTS DEFENDANTS
- LEASE AMENDMENT
- MEMORANDUM OF LEASE
- LOCATION MAPS
- DISCHARGE OF LIS PENDENS
- LIS PENDENS FORECLOSURE
- LIS PENDENS FORECLOSURE AMENDMENT
- LIS PENDENS /RECORDED
- AMENDED LIS PENDENS
- LEASE
- TERMINATION OF LEASE
- MORTGAGE AMENDMENT
- MORTGAGE AFFIDAVIT
- ASSIGNMENT OF MORTGAGE NO CHARGE
- MAPS INDEX (ORIGINAL)
- DISCHARGE MORTGAGE NO CHARGE
- MEDICAL INDEX MD MW DO OPT
- MORTGAGE EXTENSION

- MECHANICS LIEN
- MISCELLANEOUS DOCUMENT
- MISCELLANEOUS MAPS
- MISC REVENUE
- MINOR SUBDIVISION
- MISCELLANEOUS TRANSACTION
- DISCHARGE OF MECHANIC'S LIENS
- STIP MTG PRIOR MECH LIEN
- MORTGAGE MEMORANDUM
- MARGINAL NOTATION
- MORTGAGE NO CHARGE
- MECHANICS NOTICE OF INTENTION
- MARRIAGE RECORDS INDEX
- MUNICIPAL SPECIAL
- MAJOR SUBDIVISION
- ASSUMPTION AGREEMENT
- MORTGAGE
- ASSIGNMENT OF MORTGAGE
- CONSOLIDATION OF MORTGAGE
- DISCHARGE OF MORTGAGE
- MODIFICATION OF MORTGAGE
- POSTPONEMENT OF MORTGAGE
- RELEASE OF MORTGAGE
- SUBORDINATION OF MORTGAGE
- MUNICIPAL MECHANICS LIEN
- MUNICIPAL ASSIGNMENT
- MUNICIPAL COMPLAINT

Recorded Documents

- MUNICIPAL DISCHARGE
- MUNICIPAL EASEMENT
- MUNICIPAL MORTGAGE
- MUNICIPAL AGREEMENT
- MUNICIPAL REDEMPTION TSC
- NO CHARGE FILE DOCUMENT
- NON DISTURBANCE & ATTORNMENT AGREEMENT
- NEWSPAPERS ARCHIVED
- NATURALIZATION INDEX
- NOTICE OF ACTION TIDELANDS
- NOTICE OF SETTLEMENT
- NOTICE OF SETTLEMENT DOUBLE TRANSACTION
- DISCHARGE OF NOTICE OF SETTLEMENT
- NOTICE OF SETTLEMENT NC
- NOTARY CERTIFICATE OF AUTHORITY
- NOTARY PUBLIC OATH
- NOTARY COMMISSION DIFFERENT COUNTY
- NOTARY NO CHARGE
- NOTICE PROPOSED ACTION
- NOTICE OF SHERIFF SALE
- NOTICE OF UNPAID BALANCE
- NUB AMENDMENT
- NUB DISCHARGE
- ORDINANCE
- OATH OF OFFICE
- COURT ORDER/DEED
- COURT ORDER/MORTGAGE

- ORDER SHOW CAUSE
- ORDER TO VACATE FJ
- POWER OF ATTORNEY NO CHARGE
- STATE PARCEL MAPS
- PERMIT CAFRA
- PHYSICIAN/HOSPITAL LIEN
- PEDDLERS LICENSE
- PARCEL KEY MAPS
- POWER OF ATTORNEY
- POA REVOCATION
- PASSPORT PHOTO
- PHYSICIANS REGISTRATION
- REIMBURSTMENT AGREEMENT
- REPAYMENT AGMT-MEDICAL ASSIST AGED
- RESTRICTIVE COVENENT
- REGULATORY AGREEMENT
- RELEASE
- REVOCABLE LICENSE
- RIPARIAN GRANT
- ASSIGNMENT REPAIR LICENSE
- ROAD MAP
- NURSES REGISTRY
- RELEASE OF RESTRICTIVE COVENANT
- SUMMARY JUDGEMENT
- STOP NOTICE
- SPECIAL NO CHARGE

Recorded Documents

- STATEMENT NO INTEREST
- SUBORDINATION AGREEMENT
- TAX MAP
- TRADE NAME CERTIFICATE
- TRADE NAME AMENDMENT
- TRADE NAME CERTIFICATION
- TRADE NAME DISSOLUTION
- TRADE NAME DISSOLUTION NO CHARGE
- TRADE NAME NO CHARGE
- TAX SALE CERTIFICATE
- ASSIGNMENT OF TAX SALE
- CANCEL TSC
- DISCHARGE TAX SALE CERTIFICATE
- MUNICIPAL TAX SALE CERTIFICATE
- REDEMPTION OF TAX SALE
- UCC ASSIGNMENT
- FINANCING STATEMENT
- UCC AMENDMENT
- UCC CONTINUATION
- UCC SEARCH
- UCC TERMINATION

- UCC NO CHARGE
- UCC PARTIAL RELEASE
- UCC SUBORDINATION
- VETERANS DISCHARGE/DD214
- MUNICIPAL VACATE FJR
- VENDEE LIEN
- VACATION OF ROAD
- WARRANT OF EXECUTION
- WARRANT OF SATISFACTION



Recorded Documents Online

<http://publicrecords.onlinesearches.com/New-Jersey-Land-Records-and-Deeds.htm>

New Jersey Land Records and Deeds Search Directory - Page 1 - Mozilla Firefox



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The Law Office of Rober... x New Jersey Land Record... x +

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Search public records by New Jersey town or zip code: Go

Search public records by category: - Choose a Public Record Category -

Search public records in other states: --Choose a State--

About Land Records and Deeds in New Jersey

Deeds, mortgage documents, easements, liens, powers of attorney, and other document recordings are managed by the County Clerk's office in each New Jersey county. Larger County Clerk's offices may have separate recording divisions.

Many counties provide online access to recorded documents whereby searches can be performed by name, document identification number, document type, and recording date. Some counties may require registration or a paid subscription to access full copies of a recorded document. For counties that are not online, access to recorded documents can be obtained by visiting the County Recorder's office in person, or through phone and mail requests.

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New Jersey - Statewide

[Free Search](#) [New Jersey Archives](#) broken link?
Search the New Jersey State Archives for historical public records such as vital records and land records.

Atlantic County

Recorded Documents Online

<http://njrecording.com/>



The screenshot shows a Mozilla Firefox browser window with the address bar displaying www.njcountyrecording.com. The browser's menu bar includes File, Edit, View, History, Bookmarks, Tools, and Help. The address bar shows the URL njrecording.com. The browser's tab bar shows several tabs, including "The Law Office of Rober...", "New Jersey Land Record...", and "www.njcountyrecording.com".

The website's header features the title "New Jersey County Recording" in a blue serif font. Below the header is a navigation menu with links: Home, Counties, Records Search, Training (highlighted), Partners, Help, Downloads, and a search icon. The main content area is titled "Welcome" and contains a green map of New Jersey with a gold dome icon representing the state capitol. To the right of the map, the text reads: "Our mission is to facilitate efficient recording of land records with various counties in the State of New Jersey in accordance with the State of New Jersey and individual county requirements." Below this, three paragraphs describe the site's purpose: "This site facilitates secured electronic recording of Land Record documents with multiple counties in the State of New Jersey.", "This site is designed to support a wide range of submitters, including Banks, Law Firms, Mortgage Lenders, and Title Companies.", and "This service was officially launched in October 2003, and conforms to guidelines published by the State of New Jersey Division of Archives and Record Management (NJDRAM). Additionally, this service has incorporated standards published by Property Records Industry Association (PRIA)."

Below the paragraphs, there are two lines of text: "Please select 'Counties' from the top menu for additional details on participating counties including launch dates and County-specific requirements." and "To register with participating counties please click on 'New Users Register Here' link on this page."

Recorded Documents Online

<http://press.co.burlington.nj.us/PRESS/Index.aspx>

Public Records Electronic Search System - Mozilla Firefox

File Edit View History Bookmarks Tools Help

press.co.burlington.nj.us/PRESS/Index.aspx

The Law Office of Rober... New Jersey Land Record... www.njcountyrecording... www.njcountyrecording... Public Records Electroni...

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Home
County Clerk
Freeholders
County Home

Welcome to Burlington County's Public Records Electronic Search System (PRESS).

Search

Search: --Select--

- Select--
- 2009 Meeting Agenda
- 2009 Meeting Minutes
- 2010 Meeting Agenda
- 2010 Meeting Minutes
- County Home
- Election Results
- Meeting Agenda (New)
- Meeting Minutes (New)
- Property Records

[Terms of Use](#)

Site compatible with Internet Explorer 6.0, 7.0, 8.0 and Firefox 3.5

Rel 2010-1(a)

Recorded Documents



- [http://publicrecords.onlinesearches.com/
New-Jersey-Land-Records-and-Deeds.htm](http://publicrecords.onlinesearches.com/New-Jersey-Land-Records-and-Deeds.htm)
- <http://njrecording.com/>
- [http://press.co.burlington.nj.us/PRESS/In
dex.aspx](http://press.co.burlington.nj.us/PRESS/Index.aspx)

Recording Title



- Recorded vs. Unrecorded Encumbrances
 - treatment in NJ law
 - complete legible copies vs. book & page references (a no-brainer)

Recording Title



- **46:22-1. Failure to record or register deeds or instruments; effect as to subsequent judgment creditors, purchasers and mortgagees**

Every deed or instrument of the nature or description set forth in section 46:16-1 of this title shall, until duly recorded or lodged for record in the office of the county recording officer in which the affected real estate or other property is situate, be void and of no effect against subsequent judgment creditors without notice, and against all subsequent bona fide purchasers and mortgagees for valuable consideration, not having notice thereof, whose deed shall have been first duly recorded or whose mortgage shall have been first duly recorded or registered; but any such deed or instrument shall be valid and operative, although not recorded, except as against such subsequent judgment creditors, purchasers and mortgagees.

Recording Title



- **46:17-3.1. Operation of unregistered mortgages**

Every mortgage or conveyance in the nature of a mortgage of and for any lands, shall be void and of no effect against a subsequent judgment creditor, or bona fide purchaser, or mortgagee for a valuable consideration, not having notice thereof, unless such mortgage shall be acknowledged or proved according to law, and be recorded, either by registry as hereinbefore provided or by recording in full, or lodged for that purpose with the county recording office of the county in which such lands are situated, at or before the time of entering such judgment or of recording or lodging with said county recording officer, the said mortgage or conveyance to such subsequent purchaser or mortgagee, provided nevertheless, that such mortgage as between the parties and their heirs shall be valid and operative.

Recording Title



- Title Insurance

- "A title insurance policy is a contract of indemnity under which the insurer for a valuable consideration agrees to indemnify the insured in a specified amount against loss through defects of title to, or liens or encumbrances upon realty in which the insured has an interest." *Sandler v. New Jersey Realty Title Ins. Co.*, 36 N.J. 471, 478-79, 178 A.2d 1 (1962). Like other policies of insurance, title policies are liberally construed against the insurer and in favor of the insured. *Id.* at 479, 178 A.2d 1.
- The survey exception
 - ✦ "This policy does not insure against loss or damage by reason of the following: *
* * 3. Encroachments, overlaps, boundary line disputes and other matters which could be disclosed by an accurate survey and inspection of the premises."
- The boundary survey
 - ✦ determines the property lines of a parcel of land described in a deed.
 - ✦ indicates easements and encroachments
 - ✦ may show the limitations imposed on the property by state or local regulations

Covenants and Deed Restrictions



- Doctrine of Merger
- "[I]n real estate transactions, all warranties and representations made in connection with a sale, unless specifically reserved to hold over after the passage of title, are merged into the deed." Andreychak v. Lent, 257 N.J. Super. 69, 72 (App. Div. 1992).
- "[T]he acceptance of a deed for lands is to be deemed prima facie full execution of an executory contract to convey, unless the contract contains a covenant collateral to the deed." Ibid. (quoting Caparrelli v. Rolling Greens, Inc., 39 N.J. 585, 590-91 (1963)). In determining whether a covenant is collateral, "[i]t is the intention of the parties which is to be given effect, as the doctrine of merger is simply a rule of presumed intention." Deerhurst Estates v. Meadow Homes, Inc., 64 N.J. Super. 134, 143 (App. Div. 1960), certif. denied, 34 N.J. 66 (1961). Zaken v. Camden Gateway, LLC (N.J. Super., 2011)

Covenants and Deed Restrictions



- Doctrine of Merger
- 14. SELLER NOT LIABLE TO BUYER AFTER SETTLEMENT
- All warranties, guarantees, representations of Seller concerning the building(s), the systems servicing the building(s), the appliances, lot lines, location of structures, driveways, fences and any other matter affecting this Contract, unless otherwise set forth in writing, shall be absolutely void after settlement or delivery and acceptance of possession or occupancy, whichever is earlier.

Covenants and Deed Restrictions



- Contrast: contracts vs covenants that run with the land
- Requirements of Real Covenants (i.e., “appurtenant covenants”)
 - writing (Statute of Frauds)
 - intent that successors be bound
 - notice to subsequent owners

Covenants and Deed Restrictions



- Requirements of Real Covenants continued:
 - “touch or concern” the land
 - horizontal privity
 - “strict” vertical privity
- Contrast: Covenants In Gross

Covenants and Deed Restrictions



- Condominiums

- NJSA 46:8B-1. Short title

- This act shall be known and may be cited as the "Condominium Act."

- L.1969, c. 257, s. 1, eff. Jan. 7, 1970.

- ✦ Condominium Act continues through NJSA 46:8B-38

- CC&Rs :

- ✦ Enforcement: the 'Beige and Gray" People

- ✦ Condo Liens

Condo Lien

Property Lien

TO: The Recording Officer of Atlantic County, State of New Jersey,
(Property Owner), and whom else it may concern:

Notice is hereby given that the **Chancellor Place Association, Inc.** the undersigned, lienor, has and claims a lien for unpaid common charges, late charges and all other costs associated with the property, pursuant to the By-Laws and Master Deed of **Chancellor Place Association, Inc.** as follows:

1. The property subject to the lien claimed herein is that portion of **Chancellor Place Association, Inc.** of Mays Landing, New Jersey designated as **Princeton Place, Mays Landing, New Jersey** in the Master Deed and on the drawings of the association filed in the Atlantic County Clerks office and recorded with and as a part of the master deed.
2. As provided in the Master Deed, and in the By-Laws of the Association, amounts assessed as common expenses remaining unpaid constitute a lien against the property with respect to which the assessment was made.
3. As recited in the deed to the property, accepted by (owner), the property is held subject to all the terms and conditions contained in the master deed and bylaws of the Association, including the condition that the proportionate share of common expenses must be paid by the property owner.
4. Past due fees, accelerated fees through 12/31/2012, late fees and attorney fees thereon, in the total amount of **Two Thousand One Hundred Seventy-Five Dollars and 00/100 (\$2,675.00)** are and remain due and owing with respect to the property.

The undersigned, acting on behalf of all property owners of the Chancellor Place Association, Inc., a homeowners association organized pursuant to New Jersey law, claims a lien on the property at **Princeton Place** until all sums for unpaid common charges and accrued interest thereon are paid.

For: Chancellor Place Association, Inc.

By: Marjorie M. [Signature] Property Manager
Atlantic Realty Management, Inc.
As Managing Agent

Date: 1.31.2012

CERTIFICATE OF ACKNOWLEDGMENT

State of New Jersey County of Atlantic

I certify that on the 31st day of January, 2012
Before me personally appeared Marjorie M. [Signature] who have satisfactorily identified themselves as the signer(s) of the attached instrument, and have stated to my satisfaction, that they signed, sealed and delivered the same as the voluntary act and deed.

Alice L. Melnick [Signature]
NOTARY PUBLIC OF NEW JERSEY
Alice L. Melnick, Notary Public
Atlantic County, NJ
Commission Expires: 10/24/13

ATLANTIC COUNTY, N.J. EDWARD P. HEBBETSON, COUNTY CLERK
VOL 13386 RECORDED 02/02/2012 12:12 PM
REC FEES 20.00 MAGNICAL NOTATION
INST# 2012006499
REC'D BY: Denise



Co-ops : A Paradigm Shift

46:8D-1. Short title

This act shall be known and may be cited as "The Cooperative Recording Act of New Jersey."

1987,c.381,s.1.

- **46:8D-2. Findings, declarations**

The Legislature finds that issuance of proprietary real estate leases by cooperative corporations and other cooperative legal entities is becoming a popular practice in New Jersey which is usually accomplished by a ledger book transfer to the lessee of stock or another indicia of ownership of an interest in the cooperative corporation or other cooperative entity which owns the real estate and that there is no public record of the transaction. The Legislature further finds that this is a hybrid transaction which is not capable of classification entirely as realty or personalty but that the public perception of a cooperative unit is that it in some manner involves real estate; that members of the public seek protection in cooperative leasing transactions similar to those protections available in transactions for the purchase of real estate, namely, a public title record, title searches to guarantee security of title, freedom from easements or rights in unknown third parties, unpaid liens, unsatisfied judgments, unpaid taxes, freedom from municipal violations, title insurance and the equivalent of a mortgage where a cooperative unit is the asset to be pledged as security for the purchase loan. The Legislature declares that enabling legislation in the form of a cooperative recording act is desirable because it would provide a title registration system for cooperative units and would provide additional revenue to county recording offices and to the State of New Jersey by applying the Realty Transfer Tax to proprietary leases issued by cooperatives and assignments thereof which are not presently covered by that tax.

1987,c.381,s.2.

Leases



- Tenancies
 - written lease
 - oral lease
- Squatters
- The Effect of Sale on a Lease
- The Effect of Lease on a Sale

Mortgages



- **46:9-1. Short form mortgage**

A mortgage may be made in the following form or to like effect:

"This mortgage, made the day of 19 , between (here insert name and residence of mortgagor), mortgagor, and (here insert name and residence of mortgagee), mortgagee.

Witnesseth, that to secure the payment of an indebtedness in the sum of dollars, lawful money of the United States, to be paid on the day of , 19 , with interest thereon to be computed from at the rate of per cent per annum and to be paid , according to a certain bond or obligation bearing even date herewith, and in consideration of one dollar, the mortgagor hereby mortgages to the mortgagee

(Here describe the property)

(Here insert the covenants, if any)

In witness whereof the said mortgagor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered)

in the presence of)

The above form or words to like effect shall be construed to have the same force and effect as the following:

"This indenture, made the day of , in the year of our Lord one thousand nine hundred and ,

Between , of the of , in the county of and state of , party of the first part;

And , of the of , in the county of and state of , party of the second part;

Mortgages



- **46:9-1. Short form mortgage**

A mortgage may be made in the following form or to like effect: ... (continued from previous slide)

- Whereas the said is justly indebted to the said party of the second part, in the sum of dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents, in the penal sum of dollars, lawful money as aforesaid, conditioned for the payment of the first mentioned sum of dollars, lawful money as aforesaid, to the said party of the second part, his executors, administrators or assigns, on the day of , which will be in the year one thousand nine hundred and , and interest thereon, to be computed from at and after the rate of per cent per annum, and to be paid

Now this indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar to him in hand paid by the said party of the second part at and before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm unto the said party of the second part, and to his heirs (or successors) and assigns forever.

(Description of the property)

Together with all and singular the buildings, improvements, ways, trees, waters, watercourses, rights, liberties, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and every part and parcel thereof.

To have and to hold the above granted and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof forever. Provided, always, and these presents are upon this express condition, that if the said party of the first part, his heirs, executors, administrators, successors or assigns, shall well and truly pay unto the said party of the second part, his executors, administrators, successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and times and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then these presents, and the estate hereby granted, shall cease, determine and be void.

In witness whereof, the said party of the first part ha hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered)

in the presence of)

Mortgages

- Assignments
- Evidence of payment
 - separate satisfaction document
 - canceled note



Mortgages



- **46:18-5.1. Cancellation of mortgages**
- A mortgage shall be cancelled of record by the recording officer of any county in which the mortgage was recorded if:
 - a. The original mortgage bearing on it the receipt given by the county recording officer at the time it was recorded is presented to the county recording officer with an endorsement on it authorizing its cancellation bearing the signature of the mortgagee or, if the mortgage has been assigned of record, of the last assignee of record of the mortgage. If the mortgagee or assignee of the mortgage is a corporation or other entity, the signature for the entity on the endorsement may be made by any person authorized by the entity to do so; or
 - b. An instrument constituting a satisfaction of mortgage meeting the requirements for recordation, including acknowledgment or proof, is filed with the county recording officer.

L.1991,c.308,s.5.

Mortgages



- AFFIDAVIT OF PAYMENT TO DISCHARGE MORTGAGE PURSUANT TO SECTION 3 OF P.L.1999, c.40 (C.46:18-11.7)

State of New Jersey

County of _____, ss. :

The undersigned, being duly sworn upon the undersigned's oath, avers as follows:

1. I am: (a) an attorney-at-law duly admitted to practice before the Courts of this State; or (b) duly licensed as an insurance producer in the line of title insurance.

2. On _____, _____, I caused to be sent to _____, located at _____ (the address designated for receipt of payment in the pay-off letter, or if no address is designated, the address given on the letterhead of the pay-off letter), the sum of \$ _____, in full payment of a certain mortgage dated _____, _____, in the face amount of \$ _____, between _____ (mortgagor) and _____ (mortgagee), which mortgage was recorded on _____, _____ in the Office of the County Clerk/Register of Deeds of the County of _____ in Mortgage Book _____, page _____ (and which mortgage was subsequently assigned to _____ by assignment of mortgage dated _____, _____, in Assignment of Mortgage Book _____, page _____).

3. Said payment was made by check or electronic wire transfer, in accordance with a pay-off letter received from _____, dated _____, _____; and I have received advice that (a) the check has been negotiated and canceled on _____, _____; or (b) the wire transfer was received and credited to the recipient's account on _____, _____.

4. On _____, _____, at least 30 days' notice having elapsed since the date the payment was received, I caused a notice to be sent to _____, located at _____ (the address designated for receipt of payment in the pay-off letter, or if no address is designated, the address given on the letter head of the pay-off letter), by registered or certified mail, return receipt requested, pursuant to section 2 of P.L.1975, c.137 (C.46:18-11.3).

Mortgages



- AFFIDAVIT OF PAYMENT TO DISCHARGE MORTGAGE PURSUANT TO SECTION 3 OF P.L.1999, c.40 (C.46:18-11.7) ...

5. On _____, _____, at least 30 days having elapsed since the date the notice as set forth in paragraph 4 of this affidavit was received, I caused a notice to be sent to _____, located at _____ (the address designated for receipt of payment in the pay-off letter, or if no address is designated, the address given on the letterhead of the pay-off letter), by registered or certified mail, return receipt requested, of my intention to cause the mortgage to be discharged by affidavit pursuant to section 3 of P.L.1999, c.40 (C.46:18-11.7), if the mortgage remains uncanceled 15 days after the notice is received.

6. At least 15 days have now elapsed since the notice described in paragraph 5 of this affidavit was received. To the best of my knowledge and belief, no letter or other written communication has been received from _____, to the effect that it denies or disputes that the mortgage has been paid in full and ought to be discharged of record at this time.

7. Wherefore, the undersigned directs the county clerk or register of deeds of the County of _____ to cause to be recorded the discharge or satisfaction-piece accompanying this affidavit, and further directs the county clerk or register of deeds to cause a marginal notation of discharge to be made upon the record of the mortgage described in paragraph 2 of this affidavit.

Sworn and subscribed before me

this _____ day of _____, ____.

Break - Ten Minutes



LEGAL ISSUES MARATHON



Construction Liens



- Generally
- How to remove unwanted construction liens
 - bonding around the valid lien
 - addressing the invalid lien under the newly revised lien law

Discharge of Construction Lien

Discharge of Construction Lien Claim

TO THE RECORDING OFFICER, COUNTY OF GLOUCESTER _____.

1. The Claimant whose name is _____ and whose address is 3858 North Delcea Drive, Vineland, NJ 08380 filed a CONSTRUCTION LIEN CLAIM against the below stated real property (called the "Property") owned by Turnersville Hospitality, LLC for the value of work, services, material or equipment provided in accordance with a contract between the Claimant and Turnersville Hospitality, LLC.
2. The Property is described as Block 188, Lot 6.8, on the tax map of the Township of Washington, County of Gloucester, State of New Jersey.
3. The lien claim was filed on 02/21/08 as No. 17324 in Book 29 at Page 38.
4. A Notice of Unpaid Balance and Right to File Lien (if any) was filed as No. _____ in Book _____ at Page _____.
5. Amendments to the original claim were recorded in Book _____ at Page _____.
6. DISCHARGE. I hereby request and authorize the CONSTRUCTION LIEN to be DISCHARGED.

Name of Claimant: _____

Date: _____ Signed: _____

Type or print name and title
President

Note: This form must be signed by the Claimant or Claimant's successor in interest.

ACKNOWLEDGMENTS (complete applicable one)

STATE OF NEW JERSEY

COUNTY OF _____ SS:

On this Seventeenth day of February, 2012, before me, the subscriber, personally appeared _____, who, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that claimant(s) signed, sealed and delivered the same as claimant's(s') act and deed, for the purposes therein expressed.

NOTARY PUBLIC

STATE OF NEW JERSEY

COUNTY OF CAMDEN SS:

On this _____ day of _____, 20____, before me, the subscriber, personally appeared Richard L. Muokenfuss _____, who, I am satisfied is the President of the Corporation, DDM Steel Services, Inc., named herein and who by me duly sworn/affirmed, asserted authority to act on behalf of the Corporation, DDM Steel Services, Inc., and who, by virtue of its Bylaws, or Resolution of its Board of Directors, _____, executed the within instrument on its behalf, and thereupon acknowledged that claimant signed, sealed and delivered same as claimant's(s') act and deed, for the purposes herein expressed.

NOTARY PUBLIC

RECORD AND RETURN TO:
Robert J. Incollingo, Esq.

418 Black Horse Pike
Glendora, NJ 08028

Discharge of Construction Lien

http://i2e.uslandrecords.com/Gloucester_PreLive/%28X%281%29S%28wivmj5vl0iyfxr45sy5zet55%29%29/Default.aspx?AspxAutoDetectCookieSupport=1

Discharge of Construction Lien Claim

TO THE RECORDING OFFICER, COUNTY OF GLOUCESTER

1. The Claimant whose name is DDM Steel Services, Inc. and whose address is 3659 North Delsea Drive, Vineland, NJ 08360 filed a CONSTRUCTION LIEN CLAIM against the below stated real property (called the "Property") owned by Turnersville Hospitality, LLC for the value of work, services, material or equipment provided in accordance with a contract between the Claimant and Turnersville Hospitality, LLC.
2. The Property is described as Block 196, Lot 5.8, on the tax map of the Township Washington County of Gloucester, State of New Jersey.
3. The lien claim was filed on 02/21/09 at No. 17324 in Book 29 at Page 36 ✓
4. A Notice of Unpaid Balance and Right to File Lien (if any) was filed as No. _____ in Book _____ at Page _____.
5. Amendments to the original claim were recorded in Book _____ at Page _____.
6. DISCHARGE. I hereby request and authorize the CONSTRUCTION LIEN to be DISCHARGED.

Name of Claimant: DDM Steel Services, Inc.
 Date: 2/27/12 Signed: [Signature]
 Type or print name and title
Richard Muckenfuss President

Note: This form must be signed by the Claimant or Claimant's successor in interest.

ACKNOWLEDGMENTS (complete applicable one)

STATE OF NEW JERSEY
 COUNTY OF _____

On this Seventeenth day of February, 20 12, before me, the subscriber, personally appeared, _____, who, I am satisfied, is the person(s) named in and who executed the within instrument, and thereupon acknowledged that claimant(s) signed, sealed and delivered the same as claimant(s) act and deed, for the purposes therein expressed.

NOTARY PUBLIC

STATE OF NEW JERSEY
 COUNTY OF CAMDEN

On this 8th day of February, 20 12, before me, the subscriber, personally appeared, Richard L. Muckenfuss, who, I am satisfied is the President of the Corporation, DDM Steel Services, Inc., named herein and who by me duly sworn/affirmed, asserted authority to act on behalf of the Corporation, DDM Steel Services, Inc., and who, by virtue of its Bylaws, or Resolution of its Board of Directors, executed the within instrument on its behalf, and thereupon acknowledged that claimant signed, sealed and delivered same as claimant(s) act and deed, for the purposes herein expressed.

Barbara M. DeJoseph
 NOTARY PUBLIC

RECORD AND RETURN TO:
 Robert J. Incolingo, Esq.

416 Black Horse Pike
 Glendora, NJ 08029

(For Recorder's Use Only)

446 2012 00014279



Docket# 0001427
 Tax#101 Payer#1
 Janet A. Rogers Gloucester County Clerk
 Records#12521 11/21/429 No 29-2812
 Recording Fee \$5.00 D. B. 29-2812
 Printed By: _____

NZ-B4 Lumber Co

Illegal Encumbrances



- Encumbrances Now Void for Illegality
 - “the purchaser is restrained from making a sale or permitting use or occupancy to or by any person not a member of the Caucasian race...” *Lion’s Head Lake v. Brzezinski.*, 23 N.J.Misc. 290, 43 A.2d 729 (N.J.Dist.Ct., 1945)

Illegal Encumbrances



- Rich v. Jones, 142 N.J.Eq. 215, 59 A.2d 839 (N.J. Ch., 1948)
 - “This court will not lend itself to the enforcement of a restrictive covenant, which has as its purpose the exclusion of persons of a designated race or color from the occupancy of real estate.”
 - Borough of Mount Ephraim, in the County of Camden

Illegal Encumbrances



- George Washington Memorial Park Cemetery Ass'n, In re, 145 A.2d 665, 52 N.J.Super. 519 (N.J. Super. Ch., 1958), action for declaratory judgment, held covenant in the deeds executed by the Cemetery Company which restricted the burial privileges to persons of the white or Caucasian race, to be illegal under N.J.S.A. 10:1--9, which read (at the time) as follows:
- 'No cemetery corporation, association or company, organized under any law of this state, owning or having control of any cemetery or place for the burial of the dead, shall refuse to permit the burial of any deceased person therein because of the color of such deceased person, and any cemetery corporation, association or company offending against this section shall be guilty of a misdemeanor.'
- N.J.S.A. 10:1-9. Discrimination due to color or sex in burial of dead, misdemeanor
No cemetery corporation, association or company, organized under any law of this State, owning or having control of any cemetery or place for the burial of the dead, shall refuse to permit the burial of any deceased person therein because of the color or sex of such deceased person, and any cemetery corporation, association or company offending against this section shall be guilty of a misdemeanor.

Amended by L.1970, c. 80, s. 4, eff. June 2, 1970.

Judgments



- Finding the judgment
- Docketing the judgment
 - Superior Court: Law Division and Chancery Division
 - Special Civil Part
 - Federal
- Warrant to Satisfy

BY:

Robert J. Incollings, Esq.
416 Black Horse Pike
Clendora, New Jersey 08029
(856) 234-3800
Attorney for Plaintiff

APR 16 2012

REC'D & FILED
CIVIL CASE
MANAGEMENT OFFICE

)	SUPERIOR COURT OF NEW JERSEY
)	LAW DIVISION
)	CUMBERLAND COUNTY
vs.)	DOCKET NO. L-1162-11
)	
Plaintiff,)	
)	
n individual)	
)	Civil Action
also known as)	
tradin Construction Service;)	
and DOES 1 through 100, inclusive,)	FINAL JUDGMENT BY DEFAULT BY
)	COURT (FOR CONSUMER FRAUD)
Defendants.)	[Rule 4:43-2(b)]

This matter having come on for proof hearing on March 23, 2012 on plaintiff's application for entry of judgment by default against defendant _____ an individual also known as _____, trading _____ Construction Service, and the court having heard the testimony of the plaintiff _____ and her expert witness _____ and the argument of her attorney of record, Robert J. Incollingo, Esquire appearing, and the court finding that the plaintiff carried her burden of proof upon all the required elements for her claims for breach of contract and consumer fraud against the said defendant, and the Court having placed upon the record in open court its oral findings and conclusions explaining its disposition of the plaintiff's application for entry of judgment by default, and good cause appearing.

JUDGMENT in the above-entitled action is hereby entered on this 16th day of April, 2012, in favor of plaintiff _____ and against defendant _____ in individual also known as _____, trading _____, Construction Service, for Ninety One Thousand Seven Hundred Thirty Two and ⁴⁷/₁₀₀ dollars (\$ 91,732.47), calculated as the sum of the following:

1. Compensatory damages trebled pursuant to the New Jersey Consumer Fraud Act (N.J.S.A. 56:8-1, et seq.) in the sum of seventy-eight thousand five hundred fifty-five dollars (\$78,555.00);
2. Costs of suit in the sum of two hundred twenty-nine dollars (\$229.00); and
3. Attorney's fees of Twelve Thousand Nine Hundred Forty Eight and 9/100 (\$12,948.71) according to New Jersey Statutes 56:8-19.


Honorable Richard J. Geiger, J.S.C.

C:\R\N1D1572\exam\src\gl\font\rc\jls.wpd 48/11

Damages awarded per oral decision on March 23, 2012.
Atty fees and costs awarded per oral decision on
April 16, 2012.

Finding the Judgment



- Copy of the whole text of the judgment or order is kept by the court.
- An entry is made in the Case Docket each time a judgment or order is entered.
- The docket entry serves as notice to all parties of the existence of the judgment or order and makes the decree effective against them.
- A judgment or order that is for a sum of money or that affects title to real estate is recorded on the Judgment Docket.
- That docket provides notice to all persons and makes a judgment a lien against real property.
- Even though it has been entered in on the Case Docket, until it is entered on the Judgment Docket, the judgment does not constitute a lien against real property.
- Documents constituting the subsequent history of a judgment such as executions or assignments are also indicated on the docket with the judgment.

Docketing Judgments



Clerk - Judgment Section
Superior Court of New Jersey
Hughes Justice Complex
PO Box 971
Trenton, New Jersey 08625

Re: Aldis Smith vs. Marcial Jones, etc.; Cumberland Docket No. L-0000-12

Dear Clerk:

I represent the plaintiff and judgment creditor Aldis Smith with regard to the above matter, in which judgment has entered in favor of plaintiff Aldis Smith and against defendant Marcial Jones, an individual also known as Marcial Jones Brown, trading Brown's Construction Service.

Enclosed are two copies of the Final Judgment by Default by Court, with my check in the amount of \$35.00 made payable to the Treasurer of the State of New Jersey, and a self-addressed stamped envelope.

Kindly docket the enclosed judgment as a statewide lien against real property owned by the judgment debtor Marcial Jones, an individual also known as Marcial Jones Brown, trading as Brown's Construction Service, and return a conformed copy of the Judgment with the "J" number noted thereon.

Thank you for your kind attention in this regard.

Very truly yours,

Docketing Judgments



Clerk of the Superior Court
Judgment Unit
Hughes Justice Complex
P.O. Box 971
Trenton, NJ 08625

Re: Robert J. Incollingo vs. David Black; and Black Collision, LLC;
Docket Nos. BUR DC-011957-10 and BUR VI-011881-10

Dear Clerk:

I am pro se judgment creditor in the above matter. Enclosed please find the following:

- (xx) Statement for Docketing
- (xx) Check in the amount of \$10.00 payable to the Treasurer, State of New Jersey
- (xx) Self-addressed stamped envelope

Would you please:

- (xx) Record the judgment as a statewide lien against real property owned by David Black.
- (xx) Return "filed-stamped" copy of Statement for Docketing

Thank you for your attention to this matter.

Very truly yours,

Discharge of Judgments



- Warrant to Satisfy
- Discharge by Court order
- Acknowledgment of satisfaction on the record by the clerk of the court after the sheriff or other officer returns an execution of judgment as satisfied
 - NJSA “2A:16-48. When the sheriff or other officer returns, satisfied, execution issued on any judgment recovered or docketed in the Superior Court, Law Division, the clerk of the court issuing the execution shall enter "cancelled by execution returned, satisfied. Upon request the clerk shall tax the fee duly received by him as part of the execution fees. L.1951 (1st SS), c.344; amended 1991,c.91,s.38.”

Warrant to Satisfy



PLUSE, LIBOTZ, INCOLLINGO & LEONE
11 East Endic Avenue
Haddonfield, New Jersey 08033
(609) 354-0660
Attorneys for Defendant

BILL'S PARTITIONS, INC.,

Plaintiff,

vs.

**JOE'S CONSTRUCTION COMPANY,
INC.**

Defendant.

**SUPERIOR COURT OF
NEW JERSEY**

BURLINGTON COUNTY

**SPECIAL CIVIL PART -
SMALL CLAIMS DIVISION**

DOCKET NO. JC-0002404-93SC

Civil Action

WARRANT OF SATISFACTION

TO THE CLERK OF THE ABOVE NAMED COURT:

WHEREAS, Judgment was entered in the above entitled action in favor of Acayed Partitions, Inc., Plaintiff and against defendant Joe's Construction Company, Inc. by record thereof under Docket No. JC-0002404-93SC.

NOW, THEREFORE, this is your warrant and authority to enter on the aforesaid record, this Satisfaction of Judgment.

DATED: April 3, 1997

By: _____

Nona M. White, President
Bill's Partitions, Inc.
Plaintiff Pro Se

STATE OF NEW JERSEY :

COUNTY OF OCEAN :

BE IT REMEMBERED that on April ____, 1997, before me, the subscriber, personally appeared Nona M. White, President of Bill's Partitions, Inc., a New Jersey corporation, in good standing, who I am satisfied is the person named in and who executed the foregoing instrument and thereupon she acknowledged that she signed, sealed and delivered the same as her act and deed for the purposes therein expressed.

Warrant to Satisfy



Attorney(s): [REDACTED]
Office Address & Tel. No.: [REDACTED]

Attorney(s) for [REDACTED]

[REDACTED]
Plaintiff(s)

vs.
[REDACTED]
Defendant(s)

SUPERIOR COURT OF NEW JERSEY
COUNTY
DIVISION

DOCKET #: [REDACTED]
Civil Action

WARRANTY TO SATISFY JUDGEMENT

TO THE CLERK OF THE ABOVE NAMED COURT

WHEREAS judgment was entered in the above entitled action in favor of

against [REDACTED]

by the record thereof in Judgment Book [REDACTED], on page [REDACTED] or Docket No. [REDACTED]

NOW THEREFORE this is your warrant and authority to enter on the aforesaid record, this satisfaction of judgment [REDACTED].

Dated: May 6 20 12 _____

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: May 6 20 12 _____

Encroachments



- Encroachment occurs when a physical object intrudes onto neighboring property, often due to a mistake regarding the boundary.
- Like trespass for objects such as buildings, whereas trespass refers to people.
- Case law defines "encumbrance" as an interest in an estate in land and an "encroachment" as an invasion. Bier v. Walbaum, 102 N.J.L. 368, 370 (E. & A. 1926)

**RECIPROCAL ACCESS AND
REVOCABLE ENCROACHMENT LICENSE AGREEMENT**

Prepared by:

ROBERT J. INCOLLINGO, ESQUIRE
1930 Rte. 70 East
Executive Mews, Suite M-69
Cherry Hill, New Jersey 08003

This Reciprocal Access and Revocable Encroachment License Agreement is made on the _____ day of June, 2002 between JOSEPH BUSH, whose address is 21 Westbury Drive, Cherry Hill, New Jersey and INDUS INVESTMENT, INC., a corporation organized and existing under the laws of the State of New Jersey whose address is 211 White Horse Pike, Laurel Springs, NJ 08021.

WHEREAS Joseph Bush is the owner in fee of the following real property, hereinafter referred to sometimes as "the Bush Property":

Block 3, Lots 7 and 8 on the Tax Map of Laurel Springs, more commonly known as 17 Hemlock Avenue, Laurel Springs, New Jersey, and Block 3 Lot 2 on the Tax Map of Laurel Springs, more commonly known as 12 Summit Avenue, Laurel Springs, New Jersey, and more particularly described on the attached Exhibit "A" which is attached hereto and incorporated herein by this reference;

AND WHEREAS, Indus Investment, Inc. is the owner in fee of the following real property hereinafter referred to sometimes as "the Indus Property":

Block 3, Lots 1.02 and 1.03 on the Tax Map of Laurel Springs, more commonly known as 211 White Horse Pike, Laurel Springs, New Jersey, and more particularly described on the attached Exhibit "B" which is attached hereto and incorporated herein by this reference;

AND WHEREAS, Indus Investment, Inc. operates a retail liquor store business from a building situated on the Indus Property, hereinafter referred to sometimes as "the Indus Building," which projects into and encroaches upon the Bush Property as more fully described on sketch and description attached hereto as Exhibit "C" and made a part hereof;

AND WHEREAS, Joseph Bush is willing to permit the continued existence upon the Bush Property of ONLY that portion of the Indus Building shown as currently existing in the cross-hatched and shaded area on the attached Exhibit "C" site drawing and as shown on the photographs collectively attached hereto as Exhibit "D" and made a part hereof;

Easements



- Appurtenant
 - Runs with the land
- Duration - permanent or temporary

Easement In Gross



LICENSE AGREEMENT

This License Agreement is made on the _____ 2002 between

Joseph B _____ whose address is _____ Drive, Cherry Hill, NJ (hereinafter "B") and

I _____ Investment, Inc. a corporation organized and existing under the laws of the State of New Jersey whose address is _____ White Horse Pike, Laurel Springs, NJ 08021 (hereinafter "I").

In consideration of the mutual promises made herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged the parties hereto agree as follows:

Grant of Rights. B hereby grants to I, a non-exclusive license in the property described below in Exhibit "A" for the purpose of driveway ingress to and egress from the premises owned by the Indus shown and designated as Block _____, Lots _____ and _____ on the Tax Map of Laurel Springs, more commonly known as _____ White Horse Pike.

I, _____, its agents, servants, employees, tenants and invitees may pass and repass over the area by vehicle, on foot or otherwise. B further agrees to not allow any parking in the area describes in Exhibit "A".

Indus hereby grants to Bush, a non-exclusive license in the property described below as Exhibit "B" for the purpose of driveway ingress to and egress from the premises owned by the Bush shown and designated as Block _____, Lots _____ and _____ on the Tax Map of Laurel Springs, more commonly known as _____ Hemlock Avenue and Block _____ Lot _____ on the Tax Map of Laurel Springs, more commonly known as _____ Summit Avenue.

Bush, his agents, servants, employees, tenants and invitees may pass and repass over the area by vehicle, on foot or otherwise.

Duration of License. This License Agreement shall be in effect for the entire period during which I _____ owns and operates the liquor store or _____ White Horse Pike.

*Nonpossessory
and personal to
respondents
who do not
own lands
appurtenant to
them*

Easements



- Utilities
- Under the General Public Utilities Law (N.J.S.A. 48:1-1 to 48:23-7) the terms "right-of-way" and "easement" are defined thusly:
 - (b) "right of way" means the area devoted to passing over, on, through or under lands with utility plant facilities as part of a way for such purpose;
 - (c) "easement" or "easement rights" means privileges essential or appurtenant to the enjoyment of a right of way; * * * . (N.J.S.A. 48:3-17.2)

Utilities Easement

Record and Return to:
PSEG Services Corporation
Corporate Properties Dept
80 Park Plaza, 16b
Newark, New Jersey 07102

Prepared by: Carl R. Fruehling, Esq.
JULIUS ROSENBLUTH COUNTY
CLERK

2012 FEB -6 P 2:01

GRANT OF EASEMENT

RECEIVED

THIS INDENTURE, made this 31st day of October, 2011, between **CHARLES J. RUHLE JR.**, residing at 409 High St., Moorestown, NJ 08057 (hereinafter called "Grantor"), and **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its office at 80 Park Plaza, Newark, New Jersey 07102 (hereinafter called "Grantee").

WHEREAS, Grantor is the owner in fee simple of a certain tract of real property situate in the Township of Mount Laurel, the County of Burlington and State of New Jersey, commonly known as Block 1300, Lot 12 (hereinafter the "Property"); and

WHEREAS, Grantee is a public utility of the State of New Jersey, engaged in furnishing utility service to subscribers in the State of New Jersey; and

WHEREAS, the Grantor does agree to convey an easement in perpetuity to Grantee for its use, occupancy and enjoyment and the use, occupancy and enjoyment of its licensees, successors in interest and assigns, in connection with the provision of utility infrastructure thereto and for the conduct of its business, all in accordance with and for the purposes set forth in this Grant of Easement, for the mutual benefit of both Grantor and Grantee;

NOW THEREFORE, WITNESSETH: In consideration of these premises and the sum of FIVE HUNDRED DOLLARS (\$500.00), paid to the Grantor by the Grantee, the receipt of which is hereby acknowledged, and in further consideration of the mutual conditions, covenants, promises and terms hereinafter contained, it is agreed that:

1. Grantor does hereby grant and convey unto Grantee an easement in perpetuity, in, under, through, upon, over and across the hereinbefore described Property of Grantor, with full rights, privileges and authority for Grantee to enter upon same from time to time, for the purpose of inspecting, locating, installing, altering, extending, constructing, repairing, replacing, and perpetually operating, maintaining and using an overhead electric anchor and associated equipment and other fixtures, (hereinafter the "Facilities"), which Grantee may deem necessary or proper in its sole judgment for the conduct of its business; together with such free and unlimited access to, egress and ingress in, from and over all points of said Property, as is reasonable or necessary for the full use, occupancy and enjoyment of said easement. Said easement area and the Facilities to be installed therein are more particularly shown on Exhibit (A) attached hereto and made a part hereof.

2. Grantor shall have the right to use, occupy and enjoy the surface and air space around the easement area for any purpose which does not interfere or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee. Grantee agrees to relocate said anchor at the grantee's expense if any future construction by the grantor requires such relocation, as long as the relocation is reasonable and according to infrastructure support requirements.

3. Grantor shall have the right to allow other utilities to use the said easement area for any purpose that does not in any way interfere with the accessibility and safe operation of the Facilities of Grantee, and subject to the consent of Grantee. Grantor's right to allow other utilities to use the easement area does not include the right to allow other utilities to use the Facilities that Grantee has installed in the easement. Grantor's right to allow other utilities to use the easement area shall in no way limit the rights granted to Grantee in this Easement.

4. Grantee shall perform all work in connection with the rights, privileges and authority herein granted and conveyed in a workmanlike manner and with a minimum of inconvenience to the Grantor; and any damage done to the land or premises of Grantor shall be promptly repaired and restored to its condition immediately prior to damage, at the sole cost and expense of Grantee.

5. If Grantor shall, at any time after the initial installation of the Facilities, request Grantee to relocate the Facilities to a different location or locations, it shall do so at such location or locations as shall be mutually satisfactory to the parties hereto, at the sole cost and expense of Grantor. Grantee to have the same rights and privileges in the new location or locations as in the former location or locations.

6. Grantor covenants to warrant generally the rights above granted, will execute such further assurance of the same as may be required, and that Grantee shall have the quiet possession thereof free from all encumbrances.

7. Grantee shall defend and indemnify Grantor against, and shall save Grantor harmless from, and shall reimburse Grantor with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against Grantor by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of or resulting from any acts or omissions of Grantee or by any employee, licensee, invitee or agent of Grantee.

8. This Grant of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey and recorded on the title to the Property.

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0806810P6650

Utilities Easement

9. By the acceptance of this instrument, Grantee agrees to abide by the terms and conditions herein on its part to be performed and shall be deemed signatory hereto, and the provisions of this indenture shall inure to the benefit of and be obligatory upon the respective parties hereto and their successors and assigns.

IN WITNESS WHEREOF, Grantor has duly signed these presents the day and year first above written.

GRANTOR: CHARLES J. RUHLE JR.:

By: Charles J. Ruhle Jr.

STATE OF NEW JERSEY

COUNTY OF Burlington

BE IT REMEMBERED, that on this 21st day of September, 2011, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Charles J. Ruhle Jr. who, I am satisfied, is the person who executed the foregoing instrument and is the person who signed said instrument as their voluntary act and deed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within easement, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is in the amount of \$500.00.

Charlotte Santanello
Notary

Charlotte Santanello
Notary Public
New Jersey
My Commission Expires March 23, 2016

DB 06810P652

3

EASEMENT DRAWING - DA 11-19-4011		MOUNT LAUREL TWP	
OWNER OF PROPERTY RUHLE ANTIQUE STORE CHARLES RUHLE (855) 778-0401 3105 SPRINGDALE RD MOUNT LAUREL TWP BLOCK 1300, LOT 12			
<p>NAME (REASON FOR WORK) EASEMENT DRAWING - ANCHOR P#63197</p> <p>LOCATION 3105 SPRINGDALE RD - MOUNT LAUREL TWP</p> <p>SPONSOR IVEBAELVEY DATE 9/19/11 SKETCH NO. CIRCUIT</p> <p>FILE PLATE GRID NO. PUBLIC SERVICE ELECTRIC AND GAS COMPANY</p> <p>MINORITY MTI</p> <p>ANALYST PROJECT NO. ANALYST JOB NO. 500361770</p>			



46:3-25. Solar easements; creation in writing; recording

Any easement obtained for the purpose of exposure of a solar energy device shall be created in writing and shall be subject to the same conveyancing and instrument recording requirements as other easements.

46:3-26. Contents

Any instrument creating a solar easement shall include, but the contents shall not be limited to:

- a. The vertical and horizontal angles, expressed in degrees, at which the solar easement extends over the real property subject to the solar easement.
- b. Any terms or conditions or both under which the solar easement is granted or will be terminated.
- c. Any provisions for compensation of the owner of the property benefiting from the solar easement in the event of interference with the enjoyment of the solar easement or compensation of the owner of the property subject to the solar easement for maintaining the solar easement.

L.1978, c. 152, s. 3.



Photo Description.
Acting Governor Kim Guadagno and Department of Environmental Protection Commissioner Bob Martin tour the installation of the first state owned landfill solar farm in Kearny, N.J. on Thursday, Sept. 29, 2011. (Governor's Office/Tim Larsen)

46:3-24. Short title

This act shall be known and may be cited as the "Solar Easements Act."

Rights



- Options
- Air Rights
- Subsurface (Oil, Water, Gas, Mineral) Rights

Purchase Option

12-61-2008 13:12

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PREPARED BY, RECORDING
REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____, INC.

WAY WEST MILFORD, NJ 07480

BURLINGTON COUNTY
CLERK
2009 MAR -6 A 940

RECEIVED

NOTICE OF OPTION CONTRACT FOR SALE AND PURCHASE

This NOTICE OF OPTION CONTRACT FOR SALE AND PURCHASE (the "Notice") is made, executed and delivered as of the _____ day of _____, by and between _____ ("Seller") and _____ ("Buyer").

The seller hereby grants the buyer and/or their representatives all of the necessary rights to list for sale, market, negotiate and enter into a contract sell (or lease) the property to a third party. Buyer intends to resell the property for a profit. The Seller grants to the Buyer an Option to purchase the real estate as described below (the "Property").

Legal description:

Property Address: _____ Road

City, State Zip: Browns Mills, NJ, 08015

Parcel#: _____

The term of this Option Contract is to the 29 day of December, 2008, and expires on the 29 day of DECEMBER, 2009. The Buyer can exercise and complete this Option Contract at any time during the Option Period.

IN WITNESS WHEREOF, the parties have executed this NOTICE OF OPTION CONTRACT FOR SALE AND PURCHASE as of the date first above written.

In witness whereof, we hereunto set our hand and seal, at Browns Mills, NJ, in the County of Meriden, State of Connecticut, this 29 day of December, 2008.

WITNESS

SELLER

WITNESS

SELLER

DB 06627PG380

12-11-2009 13:12

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State of Maryland
County of Charles ss:

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged and declared that he/she/they did sign and seal the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at Rockville in the County of Charles, State of Maryland, on this 29 day of December, 2008.

Notary Public

In witness whereof, we hereunto set our hand and seal, at Passaic in the County of Passaic, State of NJ, this 20 day of February, 2009.

John M. Bahr
WITNESS

BUYER

WITNESS

State of NJ
County of Passaic ss:

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged and declared that he/she/they did sign and seal the foregoing instrument and that the same is his/her/their free act and deed.

In testimony whereof, I have hereunto set my hand and official seal, at Passaic in the County of Passaic, State of NJ, on this 20 day of February, 2009.

Notary Public



DB 06627PG381

Option - SRECs

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION, made this 13th day of January, 2011 by and between:

Public Service Electric and Gas Company, a New Jersey corporation, having an address at 80 Park Plaza, Newark, New Jersey 07102 ("Lender"), and

as individuals residing at Lumberton, New Jersey 08048 (collectively "Borrower").

1. **Loan Agreement.** Lender and Borrower have entered into a Solar Program Loan Agreement dated January 13, 2011 ("Loan Agreement"), for a term of ten (10) years from the date of the Loan Agreement ("Term"), the purpose of which is provide partial financing ("Loan") to Borrower for the design, purchase and installation of a solar-powered generation system ("Project") at Borrower's facility or residence, certain real property located in the Township of Lumberton, County of Burlington, State of New Jersey, more particularly described in Exhibit "A" attached hereto ("Facility").

2. **Lender's Call Option.** The Project generates Solar Renewable Energy Certificates ("SRECs"), as described in the Loan Agreement. Borrower grants to Lender an option to purchase up to 100% of the SRECs created by the continued operation of the Project until the Term expires ("Lender's Call Option"). It is the intention of the parties that the Lender's Call Option is independent of the Loan, and that even if the Loan is repaid in full before the end of the Term, the Lender's Call Option will survive until the expiration of the Term. The complete details of the Lender's Call Option are fully described in the Loan Agreement.

3. **Survival of Lender's Call Option:** It is the intention of the parties that the Lender's Call Option remain in effect for the entirety of the Term notwithstanding any sale by the Borrower of either the equipment comprising the Project ("Project Equipment") (alone or in connection with a sale of the Facility) or a change in the location of the Project Equipment. This is irrespective of any right that the Borrower may have to dispose of the Project Equipment after the Loan has been repaid and such Project Equipment is no longer part of the Loan collateral. It is the further intention of the parties that the Lender's Call Option shall run with the Facility throughout the Term and shall be binding upon any future parties of interest in the Facility until the expiration of the Term.


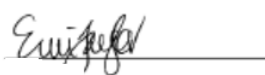
4. **Purpose and Intention.** This Memorandum of Option is executed for the purpose of recordation in the Office of the Burlington County Clerk/Register in order to give notice of certain of the terms of the Lender's Call Option and is not intended, and shall not be construed, to define, limit or modify either the Lender's Call Option or the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the day and year first above written.

LENDER: PUBLIC SERVICE
ELECTRIC AND GAS COMPANY

By: 
Its Vice President of Renewables
and Energy Solutions

BORROWER:

Variations of Lot Lines



- Surveys disclose differences between the actual property lines and the legal description in the last deed, or the dimensions shown on official maps
- Large lenders such have guidelines on acceptable percentage variances not triggering rejection and claim against title insurance policy

Cost or Setback Requirements



- Violations of Cost or Setback Requirements
 - Inclusionary zoning (affordable housing)
 - Zoning and the “Other” Doctrine of Merger

Tax Liens



Robert J. Incalanga, Esq.
416 Black Horse Pike
Camden, New Jersey 08023
(856) 234-3500
Attorney for plaintiffs Lloyd and Sue Client

LYDIA CLIENT and SUE CLIENT,
Individual and wife,

Plaintiffs,

vs.

CITY FINANCIAL SERVICES INC., a
Foreign bank corporation, and THE
UNITED STATES of AMERICA,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CAMDEN COUNTY

CHANCERY DIVISION

DOCKET NO. R9935-045
CAM4033

Civil Action

FINAL JUDGMENT

Upon application to the Court by Robert J. Incalanga, Esq., attorney for Plaintiffs, and it appearing to the Court that the Complaint and amendments thereto (collectively, the "Complaint") filed herewith filed to foreclose the right of redemption of the defendants and to confirm to the Plaintiffs the sale of the premises set forth in the Complaint and hereinafter described;

And it appearing that the Plaintiffs are the holders of Tax Sale Certificate Number 00-### affecting the premises described in the First Count of the Complaint and that said Tax Sale Certificate was made by William C. Johnson, Tax Collector of the City of Gloucester City,

County of Camden, and State of New Jersey, under a public sale for unpaid taxes duly held on October 10, 2000 the same was sold, assigned, and transferred by the City of Gloucester City to the plaintiffs for the sum of One Hundred Fifty Three Dollars and Thirty Cents (\$153.30), and said Tax Certificate of Tax Sale dated October 10, 2000 was recorded in the Office of the Tax Office of the Register of Camden County on June 10, 2001, in Book 5544, at page 743;

And it further appearing from the Certification of Plaintiff and Certification of Tax Collector duly filed in the matter that there was due, as of September 29, 2004 the sum of \$12,615.73 as and for principal, interest and subsequent taxes upon said Tax Sale Certificate Number 00-114, which covers Lot No. ## in Block 06 on the tax duplicate of the City of Gloucester City, New Jersey;

And it further appearing that default has been entered by the Clerk of the Court against the defendant, City Financial Services, Inc., and that the defendant, The United States of America, was dismissed from this action and is no longer a party hereto, and the Court by its order made on the 2nd day of February, 2005, fixed the 14th day of March, 2005, between the hours of nine o'clock in the forenoon and four o'clock in the afternoon, at the office of the tax collector of the City of Gloucester City, in the Municipal Building at 512 Monmouth Street, Gloucester City, New Jersey 08030, as the time and place for the redemption of the premises and upon payment thereof, the defendant who redeems shall be entitled to the tax sale certificate duly assigned for collection;

And it further appearing by Certification of Mailing filed herein that the Notice of Redemption was duly mailed by certified mail, return receipt requested, and regular mail in:

JUDGMENT- page 2

Federal Tax Liens



- **NJSA 46:16-13. Federal tax liens and certificates of discharge therefrom; record, filing and indexing; effect of failure to record and file**

46:16-13. Notices of Federal tax liens and certificates discharging such liens, which, by the provisions of Title 26 of the Code of Laws of the United States, are made a lien upon all the property and rights to property belonging to the persons against whom Federal taxes are or may be assessed, may be filed in the office of the county recording officer of the county or counties wherein the property subject to such liens is situate, and shall be forthwith recorded in a book to be kept for that purpose entitled "Federal liens," and shall, immediately upon such filing, be indexed in an index book entitled "index of Federal liens," which index shall indicate the date of filing, the place of record and the names of the parties thereto. Each county recording officer shall be authorized to charge for the filing and recording of notices of Federal tax liens or certificates of discharge therefrom the same fees as may be charged at the time of such filing and recording for the docketing of judgments from the Superior Court.

No Federal tax shall be a valid lien as against any mortgagee, pledgee, purchaser or judgment creditor until the notice thereof shall be filed as provided by this section.

Amended 1953,c.44,s.7; 1963,c.143; 1991,c.91,s.464.

Notices of Settlement



- **NJSA 46:16A-1. Instrument; designation; filing; books of "Notices of Settlement" and "Index of Notices of Settlement" ; fee**

Any party, or his legal representative, to a settlement which will convey legal or equitable title to real estate or any interest therein or create any lien thereon by way of a mortgage, may file an instrument to be designated a "notice of settlement" with the county recording officer of the county in which the real estate is situate. The notice shall be filed in a book to be kept for that purpose entitled "Notices of Settlement," and shall immediately be indexed in an index book entitled "Index of Notices of Settlement," which index shall indicate the date of filing, the place of record and the names of the parties thereto. The county recording officer may charge a fee not to exceed the fee charged for the filing and recording of notices of Federal tax liens.

L.1979, c. 406, s. 1.

Notices of Settlement



- **NJSA 46:16A-3. Form of notice**

The form of the notice of settlement shall be as follows:

Name)

Address)

- (Seller or Mortgagor))

and)

NOTICE OF
SETTLEMENT

Name)

Address)

(Purchaser or Mortgagee))

NOTICE is hereby given of a(contract, agreement or mortgage commitment) between the parties hereto.

THE lands to be affected are described as follows:

ALL that certain tract or parcel of land and premises situate, lying and being in the of, (municipality) County of and State of New Jersey, commonly known as (street address) and more particularly described as follows:

(legal description)

Name of party or legal representative

Address

(acknowledgement)

L.1979, c. 406, s. 3

Notices of Settlement



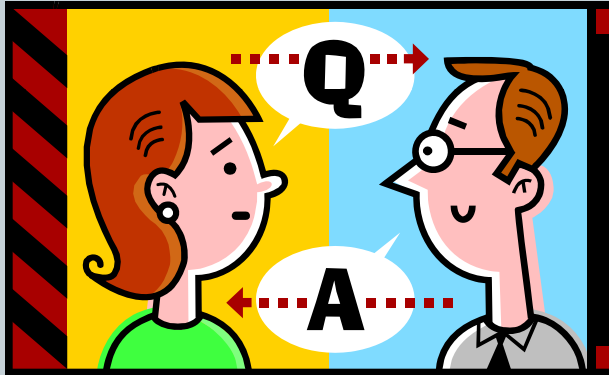
- **46:16A-4. Claim through party in notice; acquisition with knowledge of anticipated settlement; subjection to mortgage or deed**
After the filing of a notice of settlement, any person claiming title to, an interest in or a lien upon the real estate described in the notice through any party in the notice, shall be deemed to have acquired said title, interest or lien with knowledge of the anticipated settlement and shall be subject to the terms, conditions and provisions of the deed or mortgage between the parties filed within the period provided by section 5 of this act.
L.1979, c. 406, s. 4.
- **46:16A-5. Notice of settlement effective for 45 days**
The notice of settlement shall be effective for 45 days from the date of filing. Any lien filed during said 45 days shall attach to the premises described in the notice immediately upon the expiration of the 45 days, provided the premises have not been conveyed and notwithstanding the filing of a subsequent notice of settlement.
L. 1979, c. 406, s. 5; amended by L. 1987, c. 80, s. 1.

Conclusion - Plan B



- Legal Remedies
- Practical Accommodations

Open Q&A



Don't Forget to Sign Out.



Unclear Title - The Law of Encumbrances



BY

ROBERT J. INCOLLINGO, ESQ.

EBCBOR
Winter 2013