

# OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

## COMMITMENT

File No.: ANG-2939

## SCHEDULE A

1. Commitment Date: August 26, 2019
2. Policy (or Policies) to be issued:
  - a. Owner's Policy: (ALTA Owner's Policy – 6/17/06) Policy Amount: **\$200,000.00**  
Proposed Insured:  
**C&F Growth Holdings**
  - b. Loan Policy: Policy Amount:  
Proposed Insured:
  - c. Loan Policy: Policy Amount:  
Proposed Insured:

3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by:

**118 North Avenue Realty, LLC by Deed from Victoria L. Griswold, Single, dated February 1, 2019, recorded February 15, 2019 in the Union County Clerk/Register's Office in Book 6309, Page 509.**

**Title formerly vested in Victoria L. Griswold from Michael Jankoski and Richard McNally, dated March 8, 1999, recorded March 11, 1999 in the Union County Clerk/Register's Office in Book 4789, Page 203.**

4. The Land referred to in this Commitment is described as follows:

**See Schedule C attached hereto.**

**Note for information:**

**Premises: 118-20 North Avenue, City of Plainfield, Block: 314 Lot: 4 in the County of Union, New Jersey**

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## SCHEDULE B – SECTION I REQUIREMENTS

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The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - Deed from 118 North Avenue Realty, LLC to C&F Growth Holdings to be recorded in Union County Clerk/Register's Office.

**NOTE: Spouses/Civil Union Partners/Same-Sex Marriage Partners, if any, of vested owners as set forth in Schedule A, Item 3 hereof must join in Deed of Conveyance if the subject premises is now or ever has been used as the primary marital/civil union/same-sex marriage residence.**

- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at Closing, the Company must be notified and this Commitment will then be modified accordingly.
- f. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.
- g. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction to be insured be recorded, pursuant to N.J.S.A. 46:26A-11 et seq., as nearly as possible to, but not more than sixty (60) days prior to the anticipated date of recording of the closing documents. If the closing is postponed, another Notice of Settlement must be recorded prior to the expiration of the first recorded Notice of Settlement.
- h. A continuation search (rundown) of the title must be ordered not less than 24 hours prior to closing of title.
- i. The following additional requirements must be met:
  1. Taxes, charges, assessments and utilities:
    - (a) All taxes and other municipal charges are to be paid through and including the current quarter.
    - (b) Assessment search is attached.
    - (c) Tax search is attached. Subject to facts as set forth thereon.

NOTE: Continuation search will not include taxes unless expressly requested.

2. New Jersey Superior Court, United States District Court, and United States Bankruptcy Court searches: Affidavit of Title must make specific reference to judgment search and specifically state that the judgments shown thereon are not against the deponent but persons of similar names or said judgments must be satisfied of record. (Attach a copy of judgment search to the Affidavit).
3. THE RECORD DISCLOSES NO OPEN MORTGAGES OF RECORD. Grantor's and/or Mortgagor's Affidavit of Title must so specify.
4. Tideland Search dated September 6, 2019 shows unclaimed.
5. NOTE: Certificate of Good Standing of 118 North Avenue Realty, LLC, filed with the Secretary of State certify that the herein mentioned named was registered by the office on January 25, 2019 and as of September 11, 2019, said business continues as an active business in good standing in the State of New Jersey and its Annual Reports are current.
6. Subject to results of UCC searches from the State of New Jersey against 118 North Avenue Realty, LLC. (search ordered not yet received).

### End Schedule B – Section I

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## SCHEDULE B – SECTION II EXCEPTIONS

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Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
2. Rights or Claims or interest of parties in possession of the land not shown by the public record.
3. Easements, or claims of easements, not shown by the public record.
4. Any liens or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes, charges, assessments and utilities: See Attached
6. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
7. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).
8. Covenants, conditions, restrictions and easements which may exist on the land.
9. Rights of adjoining owners in and to all party walls.

**End Schedule B – Section II**

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## SCHEDULE C LEGAL DESCRIPTION

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ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Plainfield, in the County of Union, State of New Jersey:

BEGINNING at a point in the southeasterly side of North Avenue, said point being distant 100.10 feet along said side line in a northeasterly direction from its intersection with the northeasterly side line of Park Avenue; thence running

1. Along the aforesaid southeasterly side line of North Avenue, North 57 degrees 43 minutes East for a distance of 19.13 feet to a point and corner in the centerline of a 12" party wall; thence running
2. Along the centerline of said party wall, South 39 degrees 16 minutes East for a distance of 68.01 feet to a point and corner; thence running
3. Along the northwesterly right-of-way line of Conrail (formerly Central Railroad of New Jersey) South 57 degrees 46 minutes West for a distance of 13.14 feet to a point and corner; thence running
4. Along the northeasterly line of property owned now or formerly of Agnes E. Littell, North 44 degrees 12 minutes West for a distance of 68.98 feet to the point and place of BEGINNING.

The above description is in accordance with a survey of Osterkorn Engineering Associates dated October 12, 2018.

FOR INFORMATION PURPOSES ONLY: BEING known as 118-20 North Avenue, Tax Lot 4, Tax Block 314 on the Official Tax Map of City of Plainfield, NJ.

**NOTE: Lot and Block shown for informational purposes only.**