



Joanne Rajoppi,
Union County Clerk
 Union County, New Jersey
 Recording Data Cover Page
 Pursuant to N.J.S.A. 46:26A-5



Received & Recorded Deed-1
 Union County, NJ Inst# **322889** Fgs-5
 3/09/2020 13:20
Joanne Rajoppi Consider. 50,000.00
County Clerk RT Fee 200.00
 Operator
 DAWN



Date of Document 2/14/2020	Type of Document Deed
First Party Name Chong F. Chen	Second Party Name Mount Olive Baptist Church
Additional Parties	Additional Second Parties

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block 236	Lot 14
Municipality City of Plainfield	Consideration \$50,000.00
Mailing Address of Grantee 33 Westervelt Avenue Suite 11, Plainfield NJ 07060	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book	Original Page

UNION COUNTY, NEW JERSEY RECORDING DATA PAGE
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 contains important recording information and is part of the
 permanent record. Forms available at www.clerk.ucnj.org

DB6362 0930

36984

Prepared by:
Steve G. Hockaday, Esq. (030542005)
Preparer's signature no longer required
N.J.S.A. 46:26A-3

DEED

This DEED is made on February 14, 2020 and delivered on March 4, 2020.

BETWEEN

MOUNT OLIVE BAPTIST CHURCH, whose address is 216 Liberty Avenue, Plainfield, New Jersey 07060

referred to as the Grantor,

AND

CHONG F. CHEN, whose address is 33 Westervelt Avenue, Suite 11, Plainfield, New Jersey 07060

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and 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 Fifty Thousand Dollars and no cents (\$50,000.00). The Grantor acknowledges receipt of this money. This property has never been occupied as the principal matrimonial residence of the Grantor.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Tax Lot 14 in Block 236 in the City of Plainfield, County of Union, State of New Jersey.

_____ No property tax identification number is 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 City of Plainfield, County of Union, State of New Jersey.

Please see attached Legal Description annexed hereto and made a part hereof.

The street address of the property is: **123 Elmwood Place, Plainfield, New Jersey 07060.**


SUBJECT to all restrictions and easements of record.

BEING the same premises conveyed to Mount Olive Baptist Church by Deed from David R. Dilley and Joan M. Dilley, husband and wife, dated April 7, 1995, recorded on April 25, 1995 in the Union County Clerk's Office in Deed Book 4236, Page 189.


Promises by Grantor. The Grantor promises 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 legal rights which effect the property.

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Mount Olive Baptist Church


By: Gary M. Bailey Sr.
Title: Trustee Ministry Chairperson

Witnessed by:


Steve Garry Hockaday, Esq.
Attorney At Law, State of New Jersey


STATE OF NEW JERSEY

SS:

COUNTY OF UNION

I certify that on ~~FEBRUARY~~ 14, 2020, Gary M. Bailey Sr., personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized to and did execute this instrument as Trustee Ministry Chairperson of Mount Olive Baptist Church, the entity named in the instrument; and,
- (c) executed this instrument as the act of the entity named in this instrument
- (d) made this Deed for \$50,000.00 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).


Steve Garry Hockaday, Esq.
Attorney At Law, State of New Jersey

Record and Return:
Suburban Title Examiners, Inc.
2253 South Avenue, Suite 7
P.O Box 249
Scotch Plains, New Jersey 07076

SUBURBAN TITLE EXAMINERS INC
PO BOX 249

SCOTCH PLAINS

Deed

NJ 07076
Recording Fee
RT Fee

Inst.#
322889

Paid
85.00
200.00

END OF DOCUMENT



**SCHEDULE C
LEGAL DESCRIPTION**

Issuing Office File No. 36984

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATED, LYING AND BEING IN THE CITY OF PLAINFIELD, COUNTY OF UNION, STATE OF NEW JERSEY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHEASTERLY LINE OF ELMWOOD PLACE, FORMERLY ELM SREET, AT A POINT THERIN DISTANT 385.00 FEET SOUTHEASTERLY MEASURED ALONG THE AFORESAID NORTHEASTERLY LINE OF ELMWOOD PLACE FROM ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF WEST FRONT STREET AND FROM SAID BEGINNING POINT RUNNING;

- (1) NORTH 64 DEGREES 36 MINUTES EAST AND LONG A LINE OF LAND NOW OR FORMERLY OF RUNYON A DISTANCE OF 125.00 FEET TO A POINT; THENCE
- (2) SOUTH 38 DEGREES 00 MINUTES WEST AND PARALLEL WITH THE AFOREMENTIONED NORTHEASTERLY LINE OF ELMWOOD PLACE A DISTANCE OF 44.00 TO A POINT; THENCE
- (3) SOUTH 57 DEGREES 03 MINUTES WEST, 8.36 FEET TO A POINT; THENCE
- (4) SOUTH 58 DEGREES 08 MINUTES 10 SECONDS WEST A DISTANCE OF 125.59 FEET TO A POINT IN THE AFORESAID NORTHEASTERLY LINE OF ELMWOOD PLACE; THENCE
- (5) NORTH 38 DEGREES 00 MINUTES WEST AND ALONG THE SAID NORTHEASTERLY LINE OF ELMWOOD PLACE A DISTANCE OF 36.24 FEET TO THE POINT AND PLACE OF BEGINNING.

FOR INFORMATION PURPOSES ONLY: BEING KNOWN AS 123 ELMWOOD PL., TAX LOT 14, TAX BLOCK 236 ON THE OFFICIAL TAX MAP OF CITY OF PLAINFIELD, NEW JERSEY 07060.

NOTE: LOT AND BLOCK SHOWN FOR INFORMATIONAL PURPOSES ONLY.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s)
Mount Olive Baptist Church
Current Street Address
216 Liberty Avenue
City, Town, Post Office
Plainfield State **NJ** ZIP Code **07060**

Property Information

Block(s)
236 Lot(s) **14** Qualifier
Street Address
123 Elmwood Place
City, Town, Post Office
Plainfield State **NJ** ZIP Code **07060**

Seller's Percentage of Ownership **100** Total Consideration **\$50,000.00** Owner's Share of Consideration **\$50,000.00** Closing Date **3/4/2020**

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is 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 an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may 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. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

2/14/2020 Date Signature (Seller) *[Signature]* Indicate if Power of Attorney or Attorney in Fact

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

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Schedule B - Part I- Continued

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12. Seller's Affidavit of Title to specifically state that there are no open mortgages on subject premises.
13. New Jersey Superior and U.S. District Court Searches Vs. Purchaser show clear as of 1-7-2020. See attached.
14. New Jersey Superior Court and U.S. District Court Searches Vs. Seller dated 1-7-2020, show various judgments to be disposed of by specific affidavit or satisfaction of record. See attached.
15. With respect to **MOON BUILDER L.L.C.**, a limited liability company.
 - a. Proof is required that the Certificate of Formation for L.L.C. together with all amendments thereto have been filed with the New Jersey Secretary of State in accordance with N.J.S.A. 42:2B-1 et. seq. or 42:2C-1 et. seq.
16. As to **MOUNT OLIVE BAPTIST CHURCH** the following will be required:
 1. Proof that the sale/mortgage was authorized and directed by a majority of the members, at a meeting called by the trustees.
 2. Proof that the meeting, called by the trustees, was held at its usual place of public worship.
 3. Proof that there was at least ten (10) day notice of the time, place and object of said meeting.
 4. Proof that an advertisement or notice was placed in open view at or near the place of meeting, and that said notice was signed by the president and secretary of the board of trustees or by a majority of the trustees.
 5. Proof will be required that the sale has been approved by the Board of Trustees of the Church in accordance with N.J.S.A. 16:1-6 (2013)
 6. Proof as to name of President of the Board of Trustees authorized to act on behalf of the Grantor.
17. With respect to the proposed sale/mortgage, please supply appropriate proofs that said sale/mortgage is in compliance with the applicable statutes governing churches.
18. Company requires that the metes and bounds description included in this commitment be used in the deed to be recorded. (current record owner deed and prior owner deeds had a course missing (**3rd course in description in this commitment**) from them)
19. See attached clear Tidelands Search.
20. NOTE: For information only, see attached Flood Search.

NOTE: Please be aware that owing to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END SCHEDULE B – SECTION I

