

MORTGAGE

v Purchase Money
This Mortgage is made on June 24, 1988.

BETWEEN the Borrower(s)

Z Cranbury Associates Limited Partnership, a limited partnership of the
State of Delaware
v Lawrence Zirinsky Associates
whose address is c/o 375 Park Avenue, New York, New York 10152

referred to as "I".

AND the Lender

Edward W. Simonson and Elsie R. Simonson, husband and wife, and Raymond G. Simonson

whose address is Davidson Road, Cranbury, New Jersey 08512

referred to as the "Lender".

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

Mortgage Note. In return for a loan that I received, I promise to pay \$6,051,502.00-- (called "principal"), plus interest in accordance with the terms of a ~~Mortgage Note~~ dated June 24, 1988 (referred to as the "Note"). ~~XX~~

See Attached Rider for Additional Terms

Property Mortgaged. The property mortgaged to the Lender (called the "Property") is located in the Township of Cranbury County of Middlesex and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards ~~XXXXXXXXXXXXXX~~ relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property. The legal description of the property is:

See Attached Schedule A.

This is a purchase money mortgage given to secure a portion of the purchase price of the mortgaged premises.

See Lit. No. 949
1899 Filed 11/29/90
Edward Simonson v. Raymond Simonson
Complainant
Z Cranbury Associates Defendant
Bill Filed 11/28/90

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SCHEDULE A

Municipality of Cranbury Township, Block No. 23, Lot No. 102

FIRST TRACT: BEGINNING at a stone in the line of land now or formerly of John Duncan, deceased, also a corner of land formerly of John P. Bergen (now deceased); thence by said Bergen's land (1) North 86 degrees West, 32 chains and 11 links to a stone in the line formerly of William Conover, deceased, land also to corner to land of the said Bergen; thence (2) North 07 degrees 36 minutes East along the line of the said Conover's land 78 chains 20 links to Cranbury Brook; thence (3) South 34 degrees 30 minutes East up the said Brook the several courses thereof 50 chains and 40 links to a maple standing by the side of the Brook, corner to land formerly of said John Duncan, deceased; thence (4) South 07 degrees 54 minutes West along land formerly of John Duncan, deceased, 36 chains and 31 links to the place of BEGINNING.

CONTAINING approximately 171 acres.

EXCEPTING out of the foregoing described farm, a tract of approximately 15 acres conveyed by Enoch W. Applegate and wife to David J. Perrine under date of April 1, 1874 by a Deed recorded in the Office of the Clerk of Middlesex County in Book 172 of Deeds at pages 353&c.

ALSO EXCEPTING out of the foregoing described farm a tract of approximately 4 acres conveyed by LeRoy Scott and wife to John S. Perrine under date of August 18, 1908 by a Deed recorded in the Office of the Clerk of Middlesex County in Book 469 of Deeds, at pages 244&c.

SECOND TRACT: BEGINNING in the center of the stone road leading into Cranbury Village and running as the needle pointed May 25, 1908 (1) South 79 degrees 30 minutes East along other lands of LeRoy Scott, deceased, 14 chains and 19 links to a corner of land now or formerly of Henry Conover; thence (2) South 14 degrees West along H. Conover's line 2 chains and 82 links to the center of the aforesaid stone road; thence (3) North 68 degrees West along the middle of said road 14 chains and 29 links to the BEGINNING.

CONTAINING 2 acres of land, more or less.

ALSO EXCEPTING THEREFROM the following three conveyances:

(1) Deed dated April 9, 1965, conveyed by Edward W. Simonson and Elsie R. Simonson, his wife, and Raymond G. Simonson and Anna O. Simonson, his wife, to Arthur J. Sampson and Carol W. Sampson, his wife, and recorded in the Middlesex County Clerk's Office in Book 2494 of Deeds, page 1097.

(2) Deed dated April 5, 1977, conveyed by Edward W. Simonson and Elsie R. Simonson, his wife, and Raymond G. Simonson and Anna O. Simonson, his wife, to George A. Wagner and Janet Wagner, his wife, and recorded in the Middlesex County Clerk's Office in Book 2974 of Deeds, page 604.

(3) Deed dated September 13, 1976, conveyed by Edward W. Simonson and Elsie R. Simonson, his wife, and Raymond G. Simonson and Anna O. Simonson, his wife, to the County of Middlesex, and recorded in the Middlesex County Clerk's Office in Book 2970 of Deeds, page 98.

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Schedule A (continued)

BEING part of the same premises conveyed to Edward W. Simonson and Elsie R. Simonson, his wife, and Raymond G. Simonson and Anna O. Simonson, his wife, by Franklin B. Scott et als, by Deed dated May 9, 1961, and recorded in the Middlesex County Clerk's Office in Book 2254 of Deeds, page 148.

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SCHEDULE A
(continued)

Municipality of Cranbury Township Block 23, Lot 104 and municipality of Plainsboro Township Block 11, Lot 16.

TRACT NO. 1: BEGINNING at a stake and corner of land formerly belonging to John Hamilton, now the land of H. H. Grover and at the second station named in Deed from John W. Duncan and others to John M. Chamberlin, dated April 9, 1869, and recorded in Middlesex County Clerk's Office in Book 116 of Deeds, pages 480&c, said place of beginning also a corner of land conveyed by LeRoy Scott and wife to Clifford A. Stults by Deed dated March 30, 1916, and running from thence (1) North 12 degrees and 30 minutes East, 17 chains and 35 links along land now belonging to H. H. Grover to a stake and corner of woodland; thence (2) along the same South 75 degrees and 40 minutes East, 5 chains and 32 links to a stake in the line of woodland, now or formerly belonging to the heirs or devisees of Dean Britton, deceased; thence (3) by the line of said tract South 12 degrees and 20 minutes East, 17 chains and 35 links to a stake in formerly the Hamilton line, now the land of Albert C. Grover; thence (4) following said formerly Hamilton line, now the land of Albert C. Grover North 75 degrees and 40 minutes West 5 chains and 45 links to the BEGINNING. Containing 9 acres and .33 of an acre.

SUBJECT to the easement of a right of way on and over a part of said tract to be 12 feet wide on the Westerly side of the third course and distance above described measuring at right angle thereto thereout.

TRACT NO 2: BEGINNING at a stone and corner of land of Clifford A. Stults and in the line of land of LeRoy Scott and thence running (1) South 78 degrees and 50 minutes East along the line of said Scott, land now or formerly belonging to Dean Britton, deceased, and land belonging to the said Albert Grover 16 chains and 11 links to the new road leading from the Cranbury Neck road to the road from Cranbury to Plainsboro; thence (2) along the said road South 9 degrees and 50 minutes West, 6 chains and 21 links to a stake; thence (3) along land still remaining to said Stults as the needle now points North 74 degrees and 15 minutes West, parallel to the first course 16 chains and 11 links to a stake in LeRoy Scott's line; thence (4) as formerly along said Scott's line North 9 degrees and 50 minutes East, parallel with the second course 6 chains and 21 links to the BEGINNING. Containing 10 acres more or less.

The above description being taken from a survey of the premises made by C. Allen Ely, Surveyor in May 1916 and intended to be a part of a tract of 23 acres and .80 of an acre conveyed by LeRoy Scott and wife to Clifford A. Stults by Deed bearing date March 30, 1916 and recorded in the Clerk's Office of the County of Middlesex in Book 584 of Deeds for said County on pages 484&c.

This conveyance is made subject to a right of way of and over a part of said premises, the said right of way to begin at the public road and at the North Easterly corner of said tract and to run from the public road along and parallel with the first course to a point where it intersects the right of way through the land that the said Clifford Stults conveyed to LeRoy Scott March 30, 1916. The right of way to be 12 feet in width.

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Schedule A (continued)

TRACT NO. 3: BEGINNING at a Black Oak Tree standing on the West side of the road leading from Cranbury Neck to the Princeton road, thence (1) running along William Grant's line North 10 degrees and 45 minutes East, 5 chains and 73 links to a stake and corner of said Grant; thence (2) along the same South 78 degrees East 7 chains and 33 links to another corner of said Grant; thence (3) North 10 degrees East 5 chains and 15 links to a stone; thence (4) South 78 degrees East 7 chains and 34 links to Enoch Applegate's line; thence (5) along the same South 11 degrees West, 27 chains and 8 links to the line of the said Grant; thence (6) along the same North 78 degrees West 14 chains and 48 links to the West side of said road; thence (7) on the same North 10 degrees East, 16 chains and 4 links to the place of BEGINNING. Containing 35 acres be the same more or less.

TRACT NO. 4: BEGINNING at a stake in the middle of the public road leading from the Cranbury Neck Road to the Stage Road and running thence as the needle now points (1) along the said John Perrine's line South 78 degrees East, 7 chains and 8 links to a corner; thence (2) still along his line as the needle formerly pointed North 10 degrees East, 5 chains and 15 links to a corner; thence (3) as the needle now points North 77 $\frac{1}{2}$ degrees West, 7 chains and 8 links to a stake in the middle of the aforesaid highway; thence (4) along the middle of the same South 10 degrees 30 minutes West, 5 chains and 36 links to the BEGINNING. Containing 3 acres and .68 of an acre of land.

Excepting and reserving from the above-described Tract Nos. 2, 3 and 4 a tract of land conveyed by Virginia Grover, Widow, individually and as Executrix of the Last Will and Testament of Albert C. Grover, deceased, to the Township of Plainsboro, by Deed dated August 22, 1949 and recorded in the Middlesex County Clerk's Office in Book 1462 of Deeds, pages 47&c, for purposes of straightening the road running through said premises.

The said Albert C. Grover is deceased, having died on June 5, 1927 and by his Last Will and Testament duly probated in the Middlesex County Surrogate's Office, devised one-third of his real and personal property to his wife, Virginia C. Grover, absolutely and the remaining two-thirds to his said wife, for life, then to his children. The said Virginia C. Grover is also deceased, having died on October 16, 1954, and by her Last Will and Testament, duly probated in the Middlesex County Surrogate's Office, devised here interest in the above real estate to her children, William Rue Grover, Clarence Grover, Charles Grover and Alberta Grover Humphries.

This conveyance is made subject to the rights of the public in and to the road running through said premises.

ALSO EXCEPTING therefrom premises described in Deed dated March 3, 1978, conveyed by Edward W. Simonson and Elsie R. Simonson, husband and wife, and Raymond G. Simonson and Anna O. Simonson, husband and wife, to Sapkor Corp., a Corporation of the State of New Jersey, and recorded in the Middlesex County Clerk's Office on March 7, 1978 in Book 3020 of Deeds, page 935.

BEING a part of the same premises conveyed to Edward W. Simonson and Elsie R. Simonson, husband and wife, and Raymond G. Simonson and Anna O. Simonson, husband and wife, by Franklin B. Scott et als, by Deed dated May 9, 1961, and recorded in the Middlesex County Clerk's Office in Book 2254 of Deeds, page 148.

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SCHEDULE A
(continued)

Municipality of Cranbury Township, Block No. 23, Lot No. 108

FIRST TRACT: Is butted and bounded as follows, to wit:

BEGINNING at a stake in the middle of the road leading from Cranbury Neck road to the Plainsboro and Cranbury Road and running from thence (1) along the line of land now or formerly belonging to John Perrine South 78 degrees East 7 chains and 8 links to a stone; thence (2) North 10 degrees East 5 chains and 15 links to a stone; thence (3) South 78 degrees East 7 chains and 34 links to the line of land formerly belonging to Enoch Applegate, deceased; thence (4) along the line of land formerly belonging to said Applegate North 10 degrees East, 32 chains and 90 links to Cranbury Brook; thence (5) down the said Brook the various courses thereof to the middle of said road leading as aforesaid; thence (6) through the middle of said road to the place of BEGINNING.

CONTAINING forty-nine acres and fifty-two hundredths of an acre of land, be the same more or less.

SECOND TRACT: Is butted and bounded as follows, to wit:

BEGINNING at a stone at the SouthWesterly corner of the tract hereby conveyed and running thence (1) along a marked line as the needle pointed in 1874 South 79 degrees and 30 minutes East 9 chains and 95 links to Cranbury Brook; thence (2) down along the middle of said brook the several courses thereof to a corner of land which David J. Perrine purchased of William Grant; thence (3) along the line of said land South 10 degrees West as the needle formerly pointed 20 chains and 70 links to the place of BEGINNING.

CONTAINING fifteen acres and 60 hundredths of an acre of land, be the same more or less.

EXCEPTING AND RESERVING from the above described tract lands conveyed to John C. Perrine by David J. Perrine and wife, the same being a tract of three acres and sixty-eight hundredths of an acre of land which is fully described in Deed dated March 24, 1873 and recorded in Book 143, page 54 in the Office of the Clerk of the County of Middlesex.

ALSO EXCEPTING THEREOUT AND THEREFROM a parcel conveyed to the Township of Plainsboro for the purpose of widening the road known as Cranbury-Neck road by Deed of Richard S. Mason and Elizabeth B. Mason, his wife, which Deed bears date September 6, 1949, and is recorded in the Middlesex County Clerk's Office September 30, 1949 in Book 1462 of Deeds for said County, on page 45. Richard S. Mason died a resident of Middlesex County and by his Last Will and Testament which is admitted to probate in the Middlesex County Surrogate's Office his executors named therein were given full power of sale.

BEING part of the same premises conveyed to Edward W. Simonson and Elsie R. Simonson, his wife, and Raymond G. Simonson and Anna O. Simonson, his wife, by Franklin B. Scott et als by Deed dated May 9, 1961, and recorded in the Middlesex County Clerk's Office in Book 2254 of Deeds, page 148.

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BEING KNOWN AND DESCRIBED AS:

PRINCETON JUNCTION ENGINEERING CO.
PROFESSIONAL ENGINEERS AND LAND SURVEYORS

FRANK L. QUINBY, P.E. & L.S.
BRYCE M. RITTENHOUSE, P.E. & L.S.
ARNOLD RYDDELL JR., L.S. & P.P.
D. GEOFFREY BROWN, P.E.
WESLEY J. LANE, L.S.
KEVIN M. SMITH, P.E.
FRANK J. FALCONE, L.S.

NORTH POST ROAD
P.O. BOX 223
PRINCETON JUNCTION, NJ 08550

609-799-1906

June 23, 1988

Description of Lots-102, 104 & 108, Block-23, Cranbury Township, Middlesex County, New Jersey for Z Cranbury Associates, Limited Partnership.

BEGINNING at a point in the easterly line of George Davidson Road (50 feet wide) said point also being in the northwesterly corner of lands of Stanley C. Stultz, et ux, Lot-103, Block-23 (as shown on the Cranbury Township Tax Map) said point also being the following two courses from the intersection of the centerline of the said George Davison Road and the centerline of the Cranbury Neck Road (33 feet wide); thence

- A. along the said centerline of George Davison Road North $09^{\circ}34'57''$ East 920.05 feet to a point; thence
- B. through said George Davison Road South $77^{\circ}32'44''$ East 25.03 feet to a point and running; thence
 1. along the said easterly line of George Davison Road along a line 25.0 feet East of and parallel to the centerline of said road the following five courses: North $09^{\circ}34'57''$ East 591.59 feet to a point; thence
 2. along a curve bearing to the right having a radius of 5,704.61 feet and an arc length of 543.99 feet, the chord of said curve bearing North $12^{\circ}23'25''$ East 543.78 feet to a point; thence
 3. North $15^{\circ}10'29''$ East 64.46 feet to a point; thence
 4. along a curve bearing to the left having a radius of 6,385.21 feet and an arc length of 503.16 feet, the chord of said curve bearing North $12^{\circ}55'11''$ East 503.05 feet to a point; thence
 5. North $10^{\circ}40'19''$ East 2,047.70 feet to a point in the centerline of Cranbury Brook; thence
6. along the said centerline of Cranbury Brook the following twenty two courses: South $74^{\circ}37'16''$ East 274.67 feet to a point; thence
7. North $34^{\circ}10'24''$ East 159.58 feet to a point; thence
8. South $83^{\circ}14'04''$ East 485.47 feet to a point; thence

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June 23, 1988

Continuation of:

Description of Lots-102, 104 & 108, Block-23, Cranbury Township, Middlesex County, New Jersey for Z Cranbury Associates, Limited Partnership.

9. South $71^{\circ}04'23''$ East 223.32 feet to a point; thence
10. South $39^{\circ}01'18''$ East 540.94 feet to a point; thence
11. South $30^{\circ}59'00''$ East 229.78 feet to a point; thence
12. South $04^{\circ}23'17''$ West 283.18 feet to a point; thence
13. South $09^{\circ}50'55''$ West 298.67 feet to a point; thence
14. South $17^{\circ}31'08''$ West 153.08 feet to a point; thence
15. South $42^{\circ}03'41''$ West 66.30 feet to a point; thence
16. South $01^{\circ}48'34''$ West 335.50 feet to a point; thence
17. South $18^{\circ}59'30''$ West 64.80 feet to a point; thence
18. South $53^{\circ}35'26''$ East 114.00 feet to a point; thence
19. South $10^{\circ}54'10''$ West 68.35 feet to a point; thence
20. South $27^{\circ}08'56''$ East 204.80 feet to a point; thence
21. North $89^{\circ}41'27''$ East 74.86 feet to a point; thence
22. South $07^{\circ}18'40''$ East 312.90 feet to a point; thence
23. North $78^{\circ}56'34''$ East 212.93 feet to a point; thence
24. South $54^{\circ}09'46''$ East 223.89 feet to a point; thence
25. South $62^{\circ}16'04''$ East 543.58 feet to a point; thence
26. North $29^{\circ}46'11''$ East 248.82 feet to a point; thence
27. North $21^{\circ}25'40''$ East 122.44 feet to a point in the northwesterly corner of other land of said Z Cranbury Associates, Lot-100, Block-23; thence
28. along the westerly line of said Lot-100 South $11^{\circ}24'47''$ East 3083.33 feet to a point in the northerly line of said Cranbury Neck Road; thence

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June 23, 1988

Continuation of:

Description of Lots-102, 104, & 108, Block-23, Cranbury Township, Middlesex County, New Jersey for Z Cranbury Associates, Limited Partnership.

29. along the said northerly line of Cranbury Neck Road along a line 16.50 feet North of and parallel to the centerline of said Road North $70^{\circ}24'25''$ West 771.56 feet to an iron pin in the southeasterly corner of lands N/F of Charles R. Sullivan, et ux, Lot-122, Block-23; thence
30. along the line of lands of said Sullivan the following three courses: North $12^{\circ}04'35''$ East 389.35 feet to an iron pin; thence
31. North $70^{\circ}30'15''$ West 200.00 feet to an iron pin; thence
32. South $12^{\circ}04'35''$ West 361.28 feet to a point in a northerly line of said Cranbury Neck Road; thence
33. along a line of said Cranbury Neck Road, said line being 44.0 feet North of and parallel to the centerline of said road North $70^{\circ}24'25''$ West 50.13 feet to a point in the southeasterly corner of lands N/F of George A. Wagner, et ux, Lot-152, Block-23; thence
34. along the line of lands of said Wagner the following three courses: North $12^{\circ}04'35''$ East 237.71 feet to a point; thence
35. North $70^{\circ}24'25''$ West 170.00 feet to a point; thence
36. South $12^{\circ}04'35''$ West 265.44 feet to a point in a northerly line of the said Cranbury Neck Road; thence
37. along a line of the said Cranbury Neck Road along a line 16.50 feet North of and parallel to the centerline of said road North $71^{\circ}13'41''$ West 955.92 feet to a point in the southeasterly corner of lands of said Stultz; thence
38. along the line of lands of said Stultz the following two courses: North $11^{\circ}34'59''$ East 949.41 feet to a point; thence
39. North $77^{\circ}32'44''$ West 936.88 feet to the point and place of BEGINNING.

Containing 249.033 Acres of Land.

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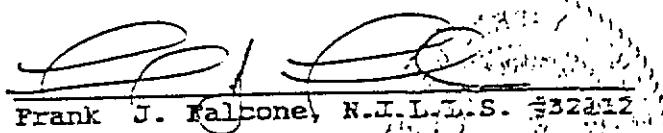
June 23, 1988

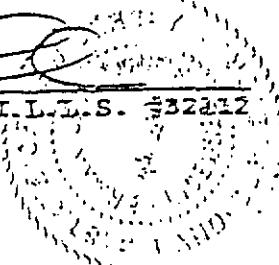
Continuation of:

Description of Lots-102, 104 & 108, Block-23, Cranbury Township, Middlesex County, New Jersey for Z Cranbury Associates, Limited Partnership.

This description is in accordance with a survey prepared by Frank J. Falcone, N.J.L.L.S. #32112 for Z Cranbury Associates, Limited Partnership, Dated 6/22/88, Princeton Junction, New Jersey.

Description prepared by Frank J. Falcone, N.J.L.L.S. #32112, Princeton Junction, New Jersey.


Frank J. Falcone, N.J.L.L.S. #32112



A:ZCA.fjf

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DM4062288

RIDER

This Mortgage secures the payments of all sums now or hereafter due under that certain Promissory Note For Real Property (herein the "Note") dated of even date herewith between the parties hereto for the sum of Six Million Fifty-One Thousand Five Hundred Two and 00/100 (\$6,051,502.00) Dollars.

1. Any and all terms of said Note are incorporated herein by reference as if fully set forth herein. Any default in the terms or conditions of said Note shall constitute a substantial default herein.

2. Transfer of ownership of the Property, or any part thereof, shall not constitute an Event of Default. Borrower covenants that Borrower shall not alienate substantial or material "development rights or credits" from all or any part of the Property to the effect that the Property would lose substantial or material ability to have improvements developed thereon, without the consent of Lender, which consent shall not be unreasonably withheld.

3. A. Releases from the lien of this Mortgage shall be obtained for the number of acres of property for which a release from the lien of this Mortgage is sought upon payment of a sum equal to the product of the following formula:

(Number of acres sought to be released) x (1.25)x(\$27,000/acre)

Notwithstanding the foregoing, at any time upon Borrower's request, from and after the date hereof Borrower shall be entitled to the release from the lien of this Mortgage of 20.4 acres without payment of release consideration, and in addition at any time on Borrower's request and without payment of additional release consideration, such acreage as Borrower shall require for construction of access roads and installation of utilities and such other easements as may be

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deemed necessary by the Borrower for development of the Property. There shall be credited against the release consideration to be paid hereunder all amounts paid in reduction of the principal amount of the Note which this Mortgage secures.

B. No such release shall leave any of the Property remaining subject to the lien of this Mortgage landlocked or without access to a publicly dedicated road. As a condition to the grant of any such release, Lender shall have the right to require easements for ingress, egress and utilities necessary for the development of the property remaining under the lien of this Mortgage. Such easements shall include easements for ingress and egress and for both public and private utilities. Said releases shall be prepared by Borrower and submitted to Lender, prior to the execution of same by Lender, for Lender's review. Borrower shall bear the sole cost and expense of preparation and recordation of said releases and shall also pay to Lender's attorney its review fee up to \$100 for review of said release document.

C. All acreage to be released shall be contiguous and shall contain a reasonable proportion of roadway frontage, open space and "green belt" areas. Lender may reserve in any release documents given to Borrower the right of ingress and egress in any access roads or any roadways then in construction or thereafter to be built by Borrower, its successors and assigns, as well as retaining for Lender and its successors and assigns, the right to connect at Lender's sole cost and expense to any utility then or thereafter passing through, over or upon the lands to be released by Lender to Borrower.

D. No portion of the mortgaged premises shall be released from the lien of this Mortgage unless it is legally transferable as an entity separate from the remainder of the mortgaged premises in accordance with a legally effective subdivision or approved development plan.

7. The release documents will be executed within seven (7) calendar days of receipt by Lender of Borrower's request to release said land, with the advance payment due for said release if any, to be held by Lender's attorney until the release document is returned in proper recordable form to Borrower.

8. The following shall constitute Events of Default.

(A) The failure of the Borrower to pay any installment of principal, interest, or principal and interest or any part thereof within fifteen (15) calendar days after written notice that the same is due and payable;

(B) The failure of the Borrower to pay any other sum required to be paid in this Note or in the Mortgage within fifteen (15) calendar days after written notice that the same is due and payable;

(C) The failure of the Borrower to perform or observe any other term, provision, covenant or agreement in the Note or in this Mortgage within thirty (30) days after written notice from the Lender or failure to commence cure of such failure in the event that such failure is not capable of cure within said thirty (30) day period;

(D) The appointment of a receiver of the property, rights, credits, assets or any part thereof, of the Borrower or of the owner of the Property; or

(E) The filing of a petition by or against the Borrower for relief under any bankruptcy or insolvency law which is not discharged within sixty (60) days after the date of such filing; or

(F) The making of an assignment by the Borrower of assets for the benefit of creditors.

(G) An assignment by the Borrower of its interest in this Mortgage or the Note to an assignee having a net worth of less than \$5,000,000

without the consent of the Lender, which consent may be withheld.

(H) Any transfer by the Borrower of substantial or material development rights or credits, by whatever name called, regardless of whether pursuant to law, ordinance or statute, unless Lender's consent is obtained, which consent shall not be unreasonably withheld.

9. Notwithstanding anything herein to the contrary, this Mortgage is non-recourse to the undersigned and in the event of a default on the Note or this Mortgage, the sole remedy of Holder is limited to foreclosure upon the property subject to the lien of the Mortgage for satisfaction and no deficiency or other personal action will be instituted against the Undersigned.

Rights Given to Lender. I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

Promises. I make the following promises to the Lender:

- 1. Note and Mortgage.** I will comply with all of the terms of the Note and this Mortgage.
- 2. Payments.** I will make all payments required by the Note and this Mortgage.
- 3. Ownership.** I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.
- 4. Liens and Taxes.** I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

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7. Statement of Amount Due. Upon request of the Lender, I will certify to the Lender in writing: (a) the amount due on the Note and this Mortgage, and (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

9. Lawful Use. I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

Eminent Domain. All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. ~~The Lender may reduce the amount owed on the Note and this Mortgage.~~ This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me, ~~on a dollar for dollar basis. All payments received shall be applied to the next due payment of principal under the Note, but Borrower shall not be entitled to Releases therefor.~~ ~~and the Lender will be held harmless by me for any and all expenses, costs, and attorney's fees incurred by the Lender in connection with the defense of any action or proceeding brought against the Lender by any person claiming an interest in the Property.~~

Payments Made for Borrower(s). If I do not make all of the ~~regular~~ payments as agreed in this Mortgage, the Lender may do so for me. The cost of these ~~regular~~ and payments will be added to the principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

Payments Due Upon Default. If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

**

Lender's Rights Upon Default. If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- (a) take possession of and manage the Property, including the collection of rents and profits;
- (b) have a court appoint a receiver to accept rent for the Property (I consent to this);
- (c) start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; ~~XXXX~~ **then after notice and the expiration of any applicable period of cure

Notices. All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the addresses given in this Mortgage. Address changes may be made upon notice to the other party.

No Waiver by Lender. Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or ~~has agreed in writing not to exercise that right~~. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

Subject to Paragraph 9 of the Rider to this Mortgage

Each Person Liable. This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

No Oral Changes. This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

COPY RECEIVED. I ACKNOWLEDGE RECEIPT OF A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

Signatures. I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed. **Z Cranbury Associates Limited Partnership**

Witnessed or Attested by:

Laurene Anna (Seal)

Richard H. Trowbridge
RICHARD H. TROWBRIDGE

.. (Seal)

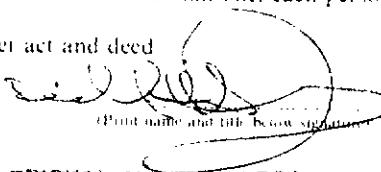
..... (Seal)

200666 - 649

STATE OF NEW JERSEY, COUNTY OF **Mercer** SS.
I CERTIFY that on **June 24**, 1988

Lawrence Zirinsky, General Partner of Z Cranbury Associates Limited Partnership

and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):
(a) is named in and personally signed this document; and
(b) signed, sealed and delivered this document as his or her act and deed


Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF **SS.**
I CERTIFY that on **, 19**

RICHARD H. STEINBERG
AN ATTORNEY AT LAW OF NEW JERSEY

personally came before me, and this person acknowledged under oath, to my satisfaction, that:
(a) this person is the **secretary of**

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is
the **President of the corporation**.
(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a
proper resolution of its Board of Directors;
(d) this person knows the proper seal of the corporation which was affixed to this document; and
(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

, 19

(Print name of attesting witness below signature)

NOTE MORTGAGE

Dated **June 24**, 1988

Z Cranbury Associates Limited Partnership

Borrower(s)

TO

Edward Simonson and Elsie R. Simonson
and Raymond G. Simonson

Lender(s)

~~Daniel M. Murphy, Esquire
Brener Wallack & Hill
210 Carnegie Center
Princeton, New Jersey 08543-5226~~

RECORD AND RETURN TO:

455
CENTURY/INTER COUNTY
TITLE AGENCY, INC.
10 PARK PLACE - PENTHOUSE
MORRISTOWN, N.J. 07960
456-457

016883
1136666634

To the County Recording Officer of

County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated **June 24**, 1988

(Seal)
Lender

I certify that the signature of the Lender is genuine.

3666-650