

FILED Feb 24, 2014

F-28126-13  
(JP)

February 10, 2014

Superior Court Clerk Office

Foreclosure Processing Services

Attn: Objection to Notice of Intention to Foreclose

P.O. Box 971

Trenton, NJ 08625

DOCKET #F-028123-13

I am writing this letter in reference to the above foreclosure proceeding on 178 Bray Avenue in Middletown, NJ 07748, Loan #9042518423 for Central Mortgage, Docket #F-028123-13.

This loan was approved for me based on my credit score and my income. The broker informed me that my mother's credit score was better, so I signed it over to my mother's name. My mother passed away on April 11, 2010, and it was at that time I was made aware that the mortgage was under "predatory lending". The broker was charged and prosecuted for "predatory lending" and served time for this. Also, I was made aware that the mortgage was approved based on my mother's income, which at the time was only \$350.00 from Social Security, so why would they approve her knowing she would not be able to afford it.

RECEIVED  
FEB 24 2014  
Margaret M. McVeigh, P.J.Ch.



Then, I requested a "loan modification" from the mortgage company, and was told that I wouldn't be approved at that time. Along with this, and the way the "Economy" has been, and yes, it is getting better, but I am still recovering from that. My nephew, Daniel Milford, rents the house for \$800.00 a month, and is willing to contribute to a "loan modification" if approved, even a "short sale", whatever I have to do to keep this property, I am willing to do.

If I could be offered the chance to be able to be approved for a "loan modification", since the economy has been a little better, and I feel that I am in a better position to be able to make the payments required in order to keep the home, especially with my nephew having a new born baby, new wife, and trying to make a new start in life.

Thank you for your cooperation in this matter. Anything to resolve this matter would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "William E. Coffey III". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

WILLIAM E. COFFEY III

CC:

Phelan Hallinan & Diamond PC, Plaintiff's Attorney

Judge McVeigh office in Paterson, NJ



49 Highway 36  
Middletown NJ 07748  
September 1, 2011

Central Mortgage Co.  
801 John Barrow Rd., Suite 1  
Little Rock, AR 72205

Re: Loan # 9042518423 178 Bray Ave., Middletown NJ 07748

To Whom It May Concern:

Regarding the above-referenced loan/property, I am prepared to make an offer of \$80,000.00 to purchase the mortgage and close the account. Considering the devalued condition of the house and the current market economy, I feel this is a fair offer.

Please contact me a.s.a.p. at (732) 803-6349 with regard to this possibility.

Thank you very much for your attention.

Sincerely,

A handwritten signature in black ink, appearing to read "William E. Coffey III", with a stylized flourish at the end.

William E. Coffey III



TX Result Report

P 1  
 09/01/2011 12:24  
 Serial No. A02E011004951  
 TC: 65539

| Destination | Start Time  | Time     | Prints  | Result | Note |
|-------------|-------------|----------|---------|--------|------|
| 15017165763 | 09-01 12:24 | 00:00:24 | 002/002 | OK     |      |

Note TMR: Timer TX, POL: Polling, ORS: Original Size Setting, FME: Frame Erase TX,  
 MYX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax,  
 BND: Double-Sided Binding Direction, SP: Special original, FCODE: F-Code, RTX: Re-TX,  
 RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax,  
 I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,  
 TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,  
 Refuse: Receipt Refused, Busy: Busy, M-Full: Memory Full,  
 LOVR: Receiving length Over, POVER: Receiving page Over, FIL: File Error,  
 DC: Decode Error, MDN: MDN Response Error, DSN: DSN Response Error.

9/1/11

To: Central Mortgage Co.  
 Fax # 501-716-5763

From: W.F. Coffey III

Re: Loan # 9042578423  
 178 Brid Avenue, Millington NJ 07248



From:

11/23/2010 13:13

#838 P.002/010

STATE OF NEW JERSEY

A0005833

STATE FILE NUMBER  
20100016725

CERTIFICATE OF DEATH

DECEASED NAME

**CARMELLA MILDRED COFFEY**

DATE OF BIRTH

**07/16/1938**

SEX

**FEMALE**

DATE OF DEATH

**04/11/2010**

PLACE OF DEATH

**RIDDLTOWN TOWNSHIP**

COUNTY OF DEATH

**MONMOUTH**

RESIDENCE ADDRESS

**86 BOSFORD AVE**

SOCIAL SECURITY NUMBER

**108-30-1449**

MUNICIPALITY OF RESIDENCE

**MIDDLETOWN TOWNSHIP**

COUNTY OF RESIDENCE

**MONMOUTH**

DOMESTIC STATUS

**MARRIED**

SURVIVING SPOUSE/PARTNER

(Name given at birth or on last certificate)

**WILLIAM COFFEY**

MANNER OF DEATH: **NATURAL**

CAUSE OF DEATH:

**EMT CANCER**

DATE ISSUED: **APRIL 14, 2010**

DATE FILED WITH REGISTRAR: **04/14/2010**

AMENDED DATE:

ISSUED BY:

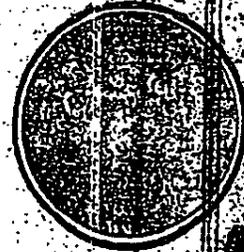
**Middletown Township**

**Jane G. Gahrn, Deputy Registrar**

This is to certify that the above is correctly copied from a record on file in my office.

Certified copy not valid unless the raised Great Seal of the State of New Jersey or the seal of the issuing municipality or county, is affixed heron.

*Joseph A. Komoroski*  
Joseph A. Komoroski, State Registrar  
Bureau of Vital Statistics



REG-10A  
JRSY 01



From:

11/23/2010 13:14 #838 P.003/010

State of New Jersey  
Monmouth County Surrogate's Court

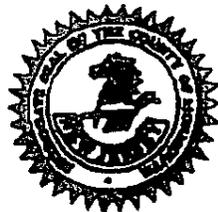
In the Matter of the Estate of  
**Carmella Coffey, Deceased**  
(aka: Carmella Mildred Coffey)

**EXECUTOR**  
**SHORT CERTIFICATE**  
Docket No. 223859

I, **Rosemarie D. Peters**, Surrogate, do hereby certify that the last Will and/or Codicil(s) of the above named Decedent, late of the County of **MONMOUTH** and State of **New Jersey**, was (were) admitted to Probate by the Surrogate of **MONMOUTH** County, on **May 6th, 2010**, and that Letters Testamentary were issued to **William E. Coffey, Jr.**, the **Executor/rix(s)** named therein, who is (are) duly authorized to take upon himself/herself (themselves) the administration of the estate of said testator agreeably to the said Will and/or Codicil(s).

Said Letters Testamentary have never been revoked and still remain in full force and effect.

WITNESS my hand and seal of office, this  
6th of May, 2010



*Rosemarie D. Peters*  
\_\_\_\_\_  
**Rosemarie D. Peters, Surrogate**



## LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, WILLIAM E. COFFEY, JR. referred to herein as Principal, now of 56 Hosford Avenue, Middletown, New Jersey, designate WILLIAM E. COFFEY, III as my attorney-in-fact and Agent (hereinafter called "Agent") in my name and for my benefit for the limited powers listed below:

### ARTICLE I

This power of attorney is not a power granted to the Agent to handle my affairs, generally, rather it is strictly limited to exercising or performing certain acts that I now have or may hereafter acquire with respect to the following property that was devised to me upon the death of my spouse, CARMELLA COFFEY as follows:

237 Bray Avenue, Middletown, New Jersey 07748  
49 Highway 36, Middletown, New Jersey 07748  
243 Shore Boulevard, Keansburg, New Jersey 07748  
712 Main Street, Belford, New Jersey  
31 Center Avenue, Keansburg, New Jersey 07734  
509 Henry Place, Middletown, New Jersey 07748  
178 Bray Avenue, Middletown, New Jersey 07748  
843 Leonardville Road, Leonardo, New Jersey 07737  
44 Chestnut Street, Keansburg, New Jersey 07734  
451 Port Monmouth Road, Keansburg, New Jersey 07734  
12 Georgetown Road, Colts Neck, New Jersey 07722  
839 Leonardville Road, Leonardo, New Jersey 07737  
1 and 12 Coffey Lane, Leonardo, New Jersey 07737  
Block 441, Lot 8.1, Leonardo, New Jersey 07737  
HEREINAFTER referred to as the "Properties."

By way of clarification, and not by way of limitation, my Agent shall have the following powers with respect to the foregoing properties:

(A) To maintain, repair, improve, manage, insure, rent, lease, and in any manner deal with the foregoing property, upon such terms and conditions as my Agent shall deem proper;



- (B) To collect rents, file insurance claims, and receive and deposit into Agent's bank account any proceeds received.
- (C) To bring valid lawsuits for actions respecting the property, including, but not limited to, collection of rent, destruction to the property, negligence, breach of contract, or fraud.
- (D) To defend in any lawsuit regarding the property, including, but not limited to, any and all foreclosure proceedings.
- (E) To communicate and negotiate with, and make any and all temporary and final decisions with regard to modifications and refinancing of any and all mortgages for which these properties are collateral, with any and all financial institutions and representatives holding such mortgages.
- Limitation on this Power: Although the Agent is given the power to re-finance and/or modify the mortgages, he is prohibited from increasing the amount of indebtedness and/or further encumbering the properties unless and until the obligation for such indebtedness is transferred solely to the Agent's name.
- (F) A Rider annexed hereto and initialed by me may include specific additional powers or limitations on any powers contained herein and shall be deemed to be incorporated herein by reference. Notwithstanding any limitations upon the powers contained herein by such Rider, any person or entity relying upon this instrument shall be protected in so doing whether or not such person or entity has actual notice of any such limitation.

**ARTICLE II**  
**INTERPRETATION AND GOVERNING LAW**

This instrument is to be construed and interpreted as a limited durable power of attorney. This instrument is executed and delivered in the State of New Jersey and the laws of the State of New Jersey shall govern all questions as to the validity of this power and the construction of its provisions.

**ARTICLE III**  
**REVOCATION**

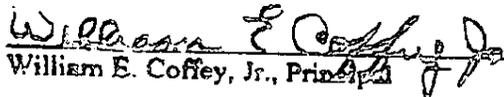
N.J.S.A. §46:2B-8.10 provides that this instrument shall be revoked by the principal by (1) causing all executed originals of this power of attorney to be physically destroyed; (2) signing a written revocation and causing it to be acknowledged or (3) delivering a written revocation to the attorney in fact.



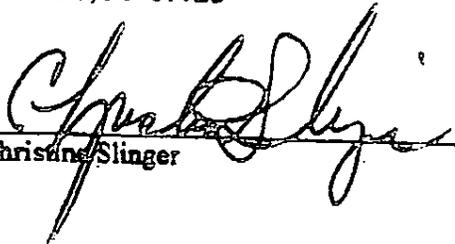
IN WITNESS WHEREOF, I have herein set my hand and seal this 13th day of  
October, 2010.

In the Presence of:

  
Christine Slinger  
8 Wheeling Court  
Ocean, NJ 07712

  
William E. Coffey, Jr., Principal

  
Nadine A. Jennings  
15 Robertsville Road  
Freehold, NJ 07728

  
Christine Slinger

  
William E. Coffey, III, Agent

  
Nadine A. Jennings

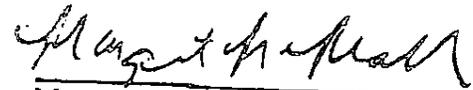


STATE OF NEW JERSEY

COUNTY OF MONMOUTH

On the 13th day of October, 2010, before me, the undersigned authority, personally appeared William E. Coffey, Jr. who in due form of law acknowledged the foregoing to be his act and deed and desired it to be recorded as such.

Witness my hand and seal this day and year aforesaid.



Margaret M. Mahon  
Attorney at Law  
State of New Jersey



**DURABLE POWER OF ATTORNEY**  
**(BROAD FORM)**

THIS POWER OF ATTORNEY IS TO BE USED ONLY IN CONNECTION WITH THE FOLLOWING PROPERTIES:

178 Bray Avenue, Middletown NJ 07748  
 237 Bray Avenue, Middletown NJ 07748  
 31 Center Avenue, Keansburg NJ 07734  
 44 Chestnut Street, Keansburg NJ 07734  
 12 Coffey Lane, Leonardo NJ 07737 [NOTE:sometimes referenced as 1 Coffey Lane]  
 12 Georgetown Road, Colts Neck NJ 07722  
 509 Henry Place, Middletown NJ 07748  
 839 Leonardville Road, Leonardo NJ 07737  
 843 Leonardville Road, Leonardo NJ 07737  
 101Maplewood Avenue, Atlantic Highlands NJ 07716  
 451 Port Monmouth Road, Middletown NJ 07748  
 55 Willis Avenue, Keansburg NJ 07734.

KNOW ALL MEN BY THESE PRESENTS:

That, Carmela Coffey, residing at 56 Hosford Avenue, Leonardo, in the Township of Middletown, County of Monmouth and State of New Jersey, as Principal does make, constitute and appoint WILLIAM EDWARD COFFEY III, as her true and lawful attorney-in-fact for her in her name, place and stead for the following uses and purposes:

1. To enter into, on my behalf, any kind or type of agreement or contract, written or oral, and perform the same which in my said attorney-in-fact's absolute judgment is deemed in my interest.
- ✕ 2. To buy and sell any and/or all securities of any kind or type now or hereafter belonging to me, including, without being by way of limitation, stocks, bonds, debentures, etc., and to effect such sale or purchase to make, execute and/or deliver any assignments, bills of sale or otherwise that may be necessary.
- ✕ 3. To deposit or withdraw any and all monies in any financial institution of any kind or type which shall come into my attorney-in-fact's hands.

My attorney-in-fact is specifically authorized "to conduct banking transactions" as set forth in section 2 of P.L. 1991c.95(C.46:2B-11) in accordance with the full authority conferred by that statute.

✕ For the purpose of this paragraph, the term "monies" shall include every kind of chose in action which is redeemable in money, including, without being by way of limitation, checks, drafts, promissory notes, bills of exchange, certificates of deposit and withdrawal orders.

4. To demand, sue for, collect, recover, apply for and receive all goods, claims, monies chose in action, proceeds, collateral, or interest of any kind or type either now due or that may hereafter be due, or belong to me, and to make, execute and deliver receipts, releases or



discharges therefore, together with the right to engage accountants, attorneys at law, workmen and others, either in connection with this right for such other purposes my attorney-in-fact shall deem proper, and to pay the same such remuneration as my attorney-in-fact shall deem proper, giving and granting unto said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposed as I might or could do if personally present with full power of substitution and revocation, hereby ratifying and confirming all that said attorney-in-fact or substitute shall lawfully do or cause to be done by virtue hereof.

5. To borrow, from time to time, such sums of money at such rate or rates of interest, for such period or periods, and on such terms as my attorney-in-fact may deem proper in his, her or their absolute discretion; and, in connection therewith, to subject, to mortgage, liens, pledge or hypothecation, either my real property or my personal property, all or any part thereof; and, in connection therewith, execute in my name, acknowledge and deliver all necessary documents including, without being by way of limitation, mortgages, notes, deeds of trust, etc., containing such conditions, terms, conveyances, provisions, and warranties as my attorney-in-fact may deem proper to evidence and secure the loans so procured.

6. To contract to sell any and all real estate as listed above, wherever located, and to that end to negotiate completely the terms of the sale, including price, method of payment, and all related items and to execute a Deed or Deeds, Affidavit of Title or Affidavits of Title, and all related documents sufficient to effect conveyance of my real estate and to receive any and all proceeds of sale, whether cash, check or mortgage, in my attorney-in-fact's own name and deal with the proceeds in all respects as if the absolute owner thereof.

7. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, in reference to the above listed properties.

I specifically authorize my attorney-in-fact to manually sign my signature in connection with the exercise of this Power of Attorney without the addition of any notations indicating that the signature was other than my own. I specifically make this authorization because I recognize the difficulty that sometimes attends the use of the Power of Attorney and I wish to minimize such difficulty to the greatest extent possible.

The power to exercise the authority herein conferred shall not be affected by my disability as Principal as defined in N.J.S.A. 46:2B-8b, or any similar Statute which applies in this or any other jurisdiction.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this <sup>22<sup>nd</sup></sup> day of February, 2010.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF



**RICHARD CHARLES FIREMAN**  
NOTARY PUBLIC  
NEW JERSEY  
MY COMMISSION EXPIRES 6-10-2014

  
CARMELA COFFEY



STATE OF NEW JERSEY

ss:

COUNTY OF MONMOUTH

BE IT REMEMBERED, that on this <sup>22<sup>nd</sup></sup> day of *February*, 2010, before me the subscriber, personally appeared CARMELA COFFEY, who I am satisfied is the person named in and who executed the within instrument, and thereupon she acknowledged that she signed, sealed and delivered the same as her act and deed for the uses and purposes therein expressed.

*Carmela Coffey*

Prepared by:  
CARTON & RUDNICK  
262 Highway 35  
Red Bank, NJ 7701  
(732) 842-2070

*Richard Charles Fireman 2/22/10*  
RICHARD CHARLES FIREMAN  
NOTARY PUBLIC  
NEW JERSEY  
MY COMMISSION EXPIRES 6-10-2014



**Global Title Agency Partners, LLC**

79 Maple Avenue  
Red Bank, NJ 07701

Telephone: (732) 957-0100 Fax: (732) 957-0101

May 10, 2007

Jeff  
Worldwide Financial Resources, Inc.  
Via fax 732-377-8550

Reference: GT2342  
178 Bray Ave  
Middletown New Jersey  
William E. Coffey, III and Carmella Coffey

Dear Sir/Madam:

Please be advised that the above captioned Commitment for Title Insurance has been amended to read as follows:

(XXX) Schedule A Item #3:

Title has been vested in: William E. Coffey, III and Carmella Coffey by Deed from William E. Coffey, III dated March 23, 2007 recorded March 28, 2007 in the Monmouth County Clerk/Register's Office in Deed Book OR-8640 Page 1046.

(XXX) Schedule B Item #1 (a) Mortgage from William E. Coffey, III and Carmella Coffey to Downey Savings & Loan Assoc. FA.

See attached Revised Closing Protection Letter and Affidavit of Title

If there are any further questions, please do not hesitate to call me. Again, thanks for giving us this opportunity to be of service.

Very truly yours,

Global Title Agency Partners, LLC

Cc: Healy & Falk via fax



### AFFIDAVIT OF TITLE

STATE OF NEW JERSEY,  
COUNTY OF MONMOUTH,

APPLICATION NO. **GT2342**

SS: \_\_\_\_\_

I, **William E. Coffey, III and Carmella Coffey**

says(s) under oath:

1. **Representations.** If only one person signs this affidavit, the words "we", "us" and "our" shall mean "I", "me," and "my". The statements in this affidavit are true to the best of our knowledge, information and belief.

2. **Name, Age and Residence.** We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today, we will live at: **178 Bray Ave, Township of Middletown, County of Monmouth, State of New Jersey**

3. **Ownership and Possession.** We are the only owners of property located at: **178 Bray Ave, Township of Middletown, County of Monmouth, State of New Jersey**

We now mortgage this property to **Downey Savings & Loan Assoc. FA. It's Successor and/or Assignas** called "this property".

called "the Mortgagee".

The date of this mortgage is the same as this affidavit. This mortgage is given to secure a loan of **\$160,000.00**. We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since \_\_\_\_\_ Since then no one has questioned our ownership or right to possession. We have never owned any property which is next to this property.

4. **Improvements.** No additions, alterations or improvements are now being made or have been made to this property since **four months last past**. We have always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefiting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past four months. We are not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified us that money is due and owing for construction, alteration or repair work on this property.

5. **Liens or Encumbrances.** We have not allowed any interests (legal rights) to be created which affect our ownership or use of this property. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against us. We have never declared bankrupt. No one has any security interest in any personal property or fixtures included in this sale. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against us, but against others with similar names.

6. **Marital History.** (check where appropriate)

- I/We are not married.
- We are married to each other. We were married on \_\_\_\_\_ The maiden name of \_\_\_\_\_ was \_\_\_\_\_
- This property has never been occupied as the principal matrimonial residence of any of us. (If it has, or if it was acquired before May 28, 1980, each spouse must sign deed and affidavit N.J.S.A. 3B:28-2,3.)
- Our complete marital history is listed above.
- Our complete marital history is listed below under paragraph 7. This includes all marriages not listed above, and any pending matrimonial actions. We include how each marriage ended. We have attached copies of any death certificates and judgments for divorce or annulment including any provisions in these judgments which relate to this property.

7. **Exceptions and Additions.** The following is a complete list of exceptions and additions to the above statements. This includes all liens or mortgages which are not being paid off as a result of this transaction.

Deponent states that the judgments on the Charles Jones search dated \_\_\_\_\_ are not against same but against person(s) of similar name(s).

The Grantor(s)/Mortgagor(s) have been advised that recognizances and/or Abstracts of Recognizance of Bail are not being indexed among the records of the County Clerk as of December 31, 1994, and that the Title Company is unable to search the records for these items. Knowing that the Title Company, Buyer, and/or Mortgagee relies on the truthfulness of this Affidavit, the undersigned thereby certifies that there are no recognizances filed against them as either principal or surety or on the property which is asked to be insured by this transaction.

8. **Reliance.** We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyers(s) and their Mortgage lender rely on our truthfulness and the statements made in this affidavit.

Signed and sworn to before me on

(Date)

\_\_\_\_\_  
\_\_\_\_\_



# TICOR TITLE INSURANCE COMPANY

Downey Savings & Loan Assoc. FA.  
It's Successor and/or Assigns  
P.O. Box 2965  
Phoenix, AZ 85062-2965

Re: Closing Service Letter

Issuing Agent or Attorney whose Conduct is Covered:

Healy & Falk  
569 Highway 36  
Belford, NJ 07718

File No : GT2342  
Mortgagor: William E. Coffey, III and Carmella Coffey  
Premises: 178 Bray Ave,  
Tax Lot 5, Tax Block 115  
in the Township of Middletown, County of Monmouth, State of New Jersey.

Dear Customer:

When title insurance of Ticor Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be the lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Ticor Title Insurance Company or the above named Attorney when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one to four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

Conditions and Exclusions

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by this Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or the Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and material men's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.

C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

E. Claims shall be made promptly to the Company at its office. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

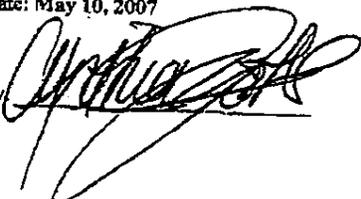
F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed to be issued by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF TICOR TITLE INSURANCE COMPANY.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this letter.

Ticor Title Insurance Company

Date: May 10, 2007

By: 



*Ordered by Evelone*

MAR 28 2007



180717

**DEED**

Prepared By:

*Patrick D. Healy*  
PATRICK D. HEALY, ESQ.

|                    |                      |
|--------------------|----------------------|
| COUNTY OF MONMOUTH |                      |
| CONSIDERATION      |                      |
| DATE               | 3-28-07 BY <i>PH</i> |

This Deed is made on March 23, 2007

BETWEEN WILLIAM E. COFFEY, III

whose address is 12 Coffey Lane, Leonardo, NJ 07737, referred to as the Grantor,

AND WILLIAM E. COFFEY, III and CARMELLA COFFEY

whose address is 12 Coffey Lane, Leonardo, NJ & 56 Hosford Avenue, Leonardo, NJ, 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 ONE DOLLAR & NO CENTS-----(\$1.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Middletown  
Block 115 Lot No. 5

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

See Attached "Schedule A" for legal description.

BEING the same premises conveyed to the Grantor herein by deed from Christine Louise Truax Young and John Elmer Truax, Individually and as Executors of the Estate of Mary C. Truax, deceased, and Cecelia Marie Truax Basilloto, individually dated April 7, 2003 and recorded April 12, 2003 in the Monmouth County Clerk's Office in Book OR-8217.

CLARE FRENCH, CITY CLK  
MONMOUTH COUNTY, NJ  
INSTRUMENT NUMBER  
2007043650  
RECORDED ON  
MAR 28, 2007  
11:04:20 AM  
BOOK: OR-8640  
PAGE: 1046  
Total Pages: 5  
COUNTY RECORDING \$80.00  
FEES  
TOTAL PAID \$80.00

*DB-8640-1046*

*3-28-07*



SCHEDULE A

ALL that certain tract, lot and parcel of land lying and being in the Township of Middletown, County of Monmouth and State of New Jersey, being more particularly described as follows:

Being Lots numbers twenty three (23) and twenty four (24) on map of East Keansburg Manor, made by Herbert O. Todd, surveyor of Atlantic Highlands, New Jersey, June 28, 1915 and filed in the Monmouth County Clerk's Office in Case 40-13 and described as follows:

Beginning at a point in the Easterly side of Bray Avenue as shown on said map, two hundred feet Southerly along said Easterly side of Bray Avenue from the Southerly side of Prospect Avenue as shown on said map, said point being the Southeast corner of Lot 22 as shown on said map and running; thence

1. Easterly along the Southerly line of said Lot 22 one hundred feet to the Northwest corner of Lot 28 as shown on said map; thence
2. Southerly along the Westerly lines of Lots 28 and 27 as shown on said map, fifty feet to the Northeast corner of Lot 25 as shown on said map; thence
3. Westerly along the Northerly line of said Lot 25, one hundred feet to the Easterly side of Bray Avenue; thence
4. Northerly along the Easterly line of Bray Avenue, fifty feet to the point and place of Beginning.

Excepting that portion of the premises conveyed to the Township of Middletown for Road Widening in Deed Book 3937, page 755.

Also known as Lot 5 Block 115 on the Township of Middletown Tax Map. (For information only)



**TYPE OF DEED.** This Deed is a Quitclaim Deed. The Grantor makes no promise as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee.

Signatures: The Grantor signs this Deed as of the date of the top of the first page.  
Witnessed by: YES

*William E. Coffey III* (Seal)  
WILLIAM E. COFFEY III

*George M. Kotlan*

GEORGE M. KOTLAN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/1/2010

(Seal)

STATE OF NEW JERSEY, COUNTY OF MONMOUTH, SS.:

I CERTIFY that on March 03, 2007,  
WILLIAM E. COFFEY, III, personally came before me 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 Deed;  
(b) signed, sealed and delivered this Deed as his or her act and deed; and  
(c) made this Deed for \$1.00 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.)

*George M. Kotlan*

GEORGE M. KOTLAN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/1/2010

|  |   |
|--|---|
| <b>DEED</b>  | Dated: March , 2007   |
| WILLIAM E. COFFEY, III<br><p style="text-align: center;">Grantor,</p> <p style="text-align: center;">TO</p> WILLIAM E. COFFEY, III and<br>CARMELLA COFFEY<br><p style="text-align: center;">Grantee.</p> | Record and return to:<br><br>HEALY & FALK<br>569 Highway 36<br>P.O. Box 70<br>Belford, NJ 07718 |

