

DEED

Prepared by:

\_\_\_\_\_  
William J. Flaherty, Esquire

This Deed is made on August 18, 2023

**BETWEEN Harvey M. Lockley, married** \_\_\_\_\_, whose address is  
407 Toms River Road, Jackson, New Jersey 08527 \_\_\_\_\_, referred to as the Grantor,

**AND James L. Lawson, Jr., married** \_\_\_\_\_, whose post office address is about to be  
1803 Summerfield Avenue, Neptune, New Jersey 07753 \_\_\_\_\_ 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 Hundred Eighty  
Thousand Dollars and NO/100  
(\$180,000.00) DOLLARS. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Township of Neptune  
Block No. 713 Lot No. 20 Account No.

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 Township of Neptune, County of Monmouth and State of New Jersey. The legal description is:

Property address: 1803 Summerfield Avenue, Neptune, New Jersey 07753

SEE SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF

BEING the same premises conveyed to Harvey M. Lockley by Deed from Gale Byers aka Gail Byers  
and Richard Byers, wife and husband, dated 09-30-2014, recorded 10-03-2014 in the Monmouth  
County Clerk/Register's Office in Book OR-9083, Page 6710.

Property has never been utilized as the principal marital residence of Grantor.

The within conveyance is made subject to zoning ordinances, easements and restrictions of record, if  
any, and such facts as an accurate survey or inspection of the premises would reveal.

**SCHEDULE C  
LEGAL DESCRIPTION**

Issuing Office File No. TA-158469

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

Beginning at a point in the Northerly line of Summerfield Avenue, said point being distant 35.00 feet Westerly from the intersection formed by the Northerly line of Summerfield Avenue and the westerly line of Fisher Place and from said point running; thence

- 1) North 75 degrees 00 minutes West along said Northerly line of Summerfield Avenue, 100.00 feet to a point; thence
- 2) North 15 degrees 00 minutes East, 125.15 feet to a point; thence
- 3) North 89 degrees 56 minutes East, 25.89 feet to a point; thence
- 4) South 15 degrees 00 minutes West, 31.73 feet to a point; thence
- 5) South 75 degrees 00 minutes East, 75.00 feet to a point; thence
- 6) South 15 degrees 00 minutes West, 100.00 feet to a point in the Northerly line of Summerfield Avenue, said point being the point and place of Beginning.

Also being known and designated as Lots 93, 94, 95, and 96 as set forth on a certain map entitled, "Map of Lots at Holland Park" situated in the Township of Neptune, County of Monmouth, State of New Jersey, said map being duly filed on 09-08-1913 in the Monmouth County Clerk's Office as Case No. 20-13.

Note for Information Only:

Also known as Lot(s) 20- Block 713, on the official tax map of Township of Neptune, County of Monmouth, in the State of New Jersey.



**Promises by Grantor.** The Grantor promises that 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 any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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

Witnessed by:

  
\_\_\_\_\_  
A Notary Public of the State of New Jersey

*Harvey M. Lockley* (Seal)  
\_\_\_\_\_  
Harvey M. Lockley

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on August 18, 2023

Harvey M. Lockley, 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 \$ 180,000.00 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.)

  
\_\_\_\_\_  
A Notary Public of the State of New Jersey

Constance Santo  
NOTARY PUBLIC STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUG 2, 2028

## SELLER'S AFFIDAVIT OF TITLE

STATE OF NEW JERSEY  
 COUNTY OF Monmouth  
 SS.:

Harvey M. Lockley, married

, Say(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 407 Toms River Road, Jackson, New Jersey 08527

3. **Title and Possession** We are the only owners of this property located at 1803 Summerfield Avenue, Neptune, NJ; Lot 20 in Block 713, called "this property."

We now convey this property to James L. Lawson, Jr., married

"called the Buyers."

We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since 09-30-2014. Since then, no one has questioned our ownership or right to possession. We have never owned any property which is next to this property. Except for our agreement with the Buyers, we have not signed any contracts to sell this property. We have not given anyone else any rights concerning the purchase or lease of this property.

4. **Improvements.** No additions, alterations or improvements are now being made or have been made to this property since 10/1/2022. 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, Suits or Encumbrances.** We have not allowed any interest (legal rights) to be created which affects our ownership 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 been declared bankrupt. No one has any security interest in any personal property or fixtures on this property. 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.

We have been advised that recognizances and/or abstracts of recognizances of bail are not being indexed among the records of the County Clerk/Register and that the title company is unable to search the land records for these items. Knowing that the title company, Purchaser, and/or mortgagee will rely on the truthfulness of this statement, we hereby certify that there are no recognizances filed against us as either principal or surety on the property which is subject to this transaction.

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

NOTE: Any reference made to "marriage", "marital", "married", or "matrimonial", or another word which in a specific context denotes a marital or spousal relationship, the same shall include a civil union pursuant to N.J.S.A. 37:1-31 et seq.

- 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 mortgage. None

8. **Child Support.**

- There are no outstanding child support orders or judgments against this deponent.  
 There is a child support order outstanding, Docket No. \_\_\_\_\_, against this deponent. All payments, however, are current as of this date

9. **Reliance.** We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyer(s) and their mortgage lender rely on our truthfulness and the statements made in this affidavit. As used in this affidavit, singular pronouns shall include plural and vice versa. We attest that the statements made in this affidavit are true to the best of our knowledge, information and belief.

Signed and sworn to before me on  
 This 15th day of August, 2023

Harvey M. Lockley  
 Harvey M. Lockley

(Attorney / Notary Public)

Constance Santo  
 NOTARY PUBLIC STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES AUG 2, 2028