

MORRIS COUNTY, NEW JERSEY  
JOAN BRAMHALL, COUNTY CLERK  
LPF-OR BOOK 20933 PG 1924  
RECORDED 10/05/2007 15:46:00  
FILE NUMBER 2007089480  
RCPT #: 202194; RECD BY: natasha  
RECORDING FEES 50.00  
MARGINAL NOTATION CO 5.00 ST 5.00

SEIDMAN & PINCUS, L.L.C.  
777 Terrace Avenue, Fifth Floor  
Hasbrouck Heights, New Jersey 07604  
Phone: (201) 473-0047  
Fax: (201) 288-7009  
*Attorneys for Plaintiff*

LAKELAND BANK,

Plaintiff,

v.

OLYMPIA PROPERTIES, LLC, JOHN F. ROSELLINI, JR. a/k/a JOHN F. ROSELLINI, DEBRA ROSELLINI, UNICORN MANUFACTURING SCREW PRODUCTS, INC., UPS CAPITAL BUSINESS CREDIT f/k/a FIRST INTERNATIONAL BANK, RALPH AVALLONE, DOLORES U. KENNEDY, MELISSA AVALLONE, THE UNITED STATES OF AMERICA, ANTHONY PIO COSTA III, THE CARMEN PIO COSTA LEGACY TRUST UTAD 7/9/98, and THE ANTHONY PIO COSTA IV LEGACY TRUST UTAD 7/9/98,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION:MORRIS COUNTY

DOCKET NO. 22460-07  
(Foreclosure)

*CIVIL ACTION*

**NOTICE OF LIS PENDENS**  
**(Montville Property)**

To Whom It May Concern:

**NOTICE** is hereby given of the commencement and pendency of the above-entitled civil action, the general objects of which are:

1. To foreclose the following mortgage covering the premises hereinafter described, to wit: mortgage dated October 21, 2002 on the property located at Block 160.2, Lot 19 on the tax map of Montville Township, County of Morris, State of New Jersey, and commonly known as 323 Changebridge Road, Montville, New Jersey 07045 (the "Mortgage" and the "Montville Premises"). The Mortgage was recorded on October 30, 2002 in Mortgage book 12707 at page 54 in the Morris County Clerk's Office. The Mortgage was not a purchase money mortgage;

2. To recover the possession of the lands and premises hereinafter described (i.e. the Montville premises);

3. The lands and premises to be affected by said action are the Montville premises and are described on the attached **Exhibit "A"** hereto; and

4. The Complaint in the above-entitled action was filed in the Office of the Superior Court of New Jersey, Morris County, Chancery Division, on August 31, 2007.



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Mitchell B. Seidman

Dated: September 12, 2007

RC# 599736

Description from Schedule A, Item 3

323 Change Bridge Road  
Township of Montville  
County of Morris  
State of New Jersey

Tax Block: 160.2 Lot: 19

BEGINNING at an bent iron pipe found in the southwesterly line of Change Bridge Road, as per Deed Book 4663, Page 182, and from said point of BEGINNING, thence, running,

1. S.57°02'30"W., a distance of 590.00 feet more or less to the Rockaway River, thence,
2. Along the Rockaway River a distance of 70.00 feet more or less, to a point, thence,
3. From said Rockaway River, N.43°19'12"E., a distance of 587.00 feet more or less to a pin and cap found in the southwesterly line of Change Bridge Road, thence,
4. Along the southwesterly line of Change Bridge Road on a curve to the right having a radius of 395.20 feet, a central angle of 31°02'14", an arc length of 214.08 feet to the point and place of BEGINNING.

Containing 1.9079 acres of land more or less as surveyed by Pinpoint Land Surveying, Inc.

Commonly known as 323 Change Bridge Road, Montville, New Jersey.

This description is in accordance with a survey made by Pinpoint Land Surveying, Inc., dated 8/26/02, signature date 9/03/02.



DB05729P019



MORRIS COUNTY, NEW JERSEY  
JOAN BRAMHALL, COUNTY CLERK  
LPF-OR BOOK 20959 PG 1906  
RECORDED 11/15/2007 14:10:16  
FILE NUMBER 2007099509  
RCPT #: 214694; RECD BY: anela  
RECORDING FEES 40.00  
MARGINAL NOTATION CD 5.00 ST 5.00

XRZ 93591  
ZUCKER, GOLDBERG & ACKERMAN  
Attorneys for Plaintiff  
200 Sheffield Street, Suite 301  
P.O. Box 1024  
Mountainside, New Jersey 07092-0024  
1-908-233-8500

Wells Fargo Bank, NA  
Plaintiff  
vs.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
MORRIS COUNTY  
DOCKET NO. F-30047-07

JOHN F. ROSELLINI, JR.; DEBRA A. ROSELLINI;  
LAKELAND BANK; ABSOLUTE HOME MORTGAGE  
CORP.; SCHUMANN HANLON, LLC; CAMMARATA  
NULTY & GARRIGAN; UPS CAPITAL BUSINESS  
CREDIT;  
Defendant(s)

Civil Action

NOTICE OF LIS PENDENS

TO WHOM IT MAY CONCERN:

Notice is hereby given of the commencement and pendency of the above entitled Civil Action, the general objects of which are:

1. To foreclose the mortgage made by John F. Rosellini, Jr. and Debra A. Rosellini, married to Lancaster Financial, LTD dated 06/10/1987 recorded in the office of the Morris County Clerk Clerk, in Book 2533 of Mortgages for said County, Page 255.

**SAID MORTGAGE WAS SUBSEQUENTLY ASSIGNED TO PLAINTIFF  
HEREIN.**

2. To recover possession of the lands described in Schedule "A" annexed hereto.
3. The Complaint in the above referenced case was filed on 11/05/2007.

ZUCKER, GOLDBERG & ACKERMAN  
Attorneys for Plaintiff

By: Leonard B Zucker  
LEONARD B. ZUCKER  
A MEMBER OF THE FIRM

②  
367

DATED: 11/9/2007

**SCHEDULE "A"**

ALL the following described property located in the Township of Montville, County of MORRIS, State of New Jersey:

COMMONLY known as 5 Matilda Terrace, Township of Montville, Towaco, NJ 07045

BEING also known as Lot 2, Block 24.01 a/k/a 24.1 on the tax map of the Township of Montville.

**MORTGAGE AND SECURITY AGREEMENT**

This Mortgage made this 22 day of November, 2006, by and between:

**OLYMPIA PROPERTIES, L.L.C.**, a New Jersey limited liability company, having a mailing address at P.O. Box 186, 323 Changebridge Road, Pine Brook, New Jersey 07058 (hereinafter the "Mortgagor")

and

**THE CARMEN PIO COSTA LEGACY TRUST UTAD 7/9/98 and the ANTHONY PIO COSTA IV LEGACY TRUST UTAD 7/9/98**, having an address at 1275 Bloomfield Avenue, Fairfield, New Jersey 07004 (hereinafter collectively, the "Mortgagee")

**WITNESSETH:**

**WHEREAS** the Mortgagor has executed and delivered to the Mortgagee a note (the "Mortgage Note") of even date herewith in the principal amount of **FIFTY THOUSAND (\$50,000) DOLLARS**, the terms of which Mortgage Note are incorporated herein by reference; and

**WHEREAS** this Mortgage is being given to secure any and all obligations, now existing or hereafter arising, of the Mortgagor to the Mortgagee, whether under the Mortgage Note or under any other agreement or instrument by and between the Mortgagee and Mortgagor executed and delivered in connection with the Mortgage Note.

**NOW, THIS INDENTURE, WITNESSETH**, that the Mortgagor to secure any payment which may become due by the Mortgagor to the Mortgagee pursuant to the Mortgage Note and the observance, payment and performance by the Mortgagor of all of its obligations and liabilities to the Mortgagee, direct or indirect, primary, secondary, contingent, joint or several, now existing or which may in the future be created, including but not limited to those arising under the Mortgage Note and in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt whereof before en sealing and delivery of these presents is hereby acknowledged, has granted, bargained, sold, aliened, released, conveyed and confirmed and by these presents does grant, bargain, sell, alien, release, convey and confirm unto the Mortgagee and to its successors and assigns forever, and grants a security interest in, all the tracts or parcels of land and premises situate, lying and being in the Township of Montville, State of New Jersey and known as 323 Changebridge Road, Montville, New Jersey 07058, and as Lot 19 in Block 160.2 on the Tax Map of Montville, Morris County, and more particularly described on Schedule A annexed hereto and made a part hereof (herein "Mortgaged Premises");

**TOGETHER** with all and singular the buildings, improvements, ways, woods, water, watercourses, rights, liberties, privileges, hereditaments, fixtures and articles of personal property including but not limited to machinery and equipment, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing,

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Book20681/Page1229

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, goodwill and books and records relating to the business operated on the Mortgaged Premises, attached or appurtenant to the Mortgaged Premises or in anywise thereunto appertaining and any and all additions thereto and replacements or extensions thereof and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof. Without limiting the foregoing, the Mortgagor hereby grants to the Mortgagee a security interest in all of the Mortgagor's present and future "equipment" and "general intangibles" (as said quoted terms are defined in the Uniform Commercial Code of the State wherein the Mortgaged Premises is located) and the Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by the Mortgagor to the Mortgagee, all of the rights and remedies of a "secured party" under the said Uniform Commercial Code. To the extent permitted under applicable law, this Mortgage shall be deemed to be a "security agreement" (as defined in the aforesaid Uniform Commercial Code). If the lien of this Mortgage is subject to a security interest covering any such personal property, then all of the right, title and interest of the Mortgagor in and to any and all such property is hereby assigned to the Mortgagee, together with the benefits of all deposits and payments now or hereafter made thereon by the Mortgagor;

**TOGETHER** with all right, title and interest, if any, of the Mortgagor in and to the streets and roads abutting the Mortgaged Premises to the center lines thereof, and strips and gores within or adjoining the Mortgaged Premises, the air space and right to use said air space above the Mortgaged Premises, all easements now or hereafter affecting the Mortgaged Premises, royalties and all rights appertaining to the use and enjoyment of the Mortgaged Premises, including, without limitation, alley, drainage, mineral, water, oil and gas rights;

**TOGETHER** with all leases, lettings and licenses of the Mortgaged Premises or any part thereof now or hereafter entered into and all right, title and interest of the Mortgagor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the rents, issues and profits payable thereunder, bankruptcy awards and payments in lieu thereof or in lieu of rents;

**TOGETHER** with all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Mortgagor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Premises or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards to all subsequent owners of the Mortgaged Premises by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Mortgaged Premises or any easement therein, including awards for any change of grade of streets; and

**TOGETHER** with all right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the Mortgaged Premises, hereafter acquired by, or released to, the Mortgagor or constructed, assembled or placed by the Mortgagor on the Mortgaged Premises, and all

by this Mortgage, and said power of attorney shall be deemed coupled with an interest and shall be irrevocable.

24. Successors and Assigns. All of the covenants and conditions hereinabove set forth shall inure to the benefit of and shall apply to and bind the parties and their respective heirs, executors, administrators, successors and assigns.

25. Article Headings. The article headings in this Agreement are for convenience of reference only and shall not be deemed to define, limit, or describe the scope and intent of this Agreement, or alter or affect any provisions.

26. Notices. All notices to be given hereunder shall be in writing and shall be deemed to be duly given when mailed by certified mail, postage prepaid, return receipt requested and addressed to the parties at the following addresses (or to such other address as to which any party may notify the other):

If to the Mortgagor:

Olympia Properties L.L.C.  
Attn: John Rosellini, President  
323 Changebridge Road  
Pine Brook, New Jersey 07058

If to the Mortgagee:

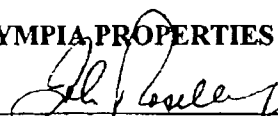
c/o Anthony Pio Costa III  
1275 Bloomfield Avenue  
Fairfield, New Jersey 07004

27. Modifications. This Mortgage is subject to Modification as such term is specifically defined in P.L. 1985, Chapter 353. Any Modification must be in writing and consented to in all respects by the Mortgagor and Mortgagee.

**IN WITNESS WHEREOF**, the Mortgagor has duly executed and delivered this Mortgage the day and year first above written.

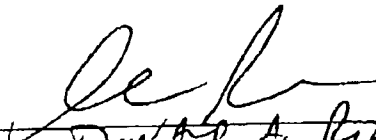
THE MORTGAGOR HEREBY DECLARES AND ACKNOWLEDGES THAT THE MORTGAGOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE AND THE UNDERLYING OBLIGATION SECURED THEREBY.

ATTEST:  
  
\_\_\_\_\_

OLYMPIA PROPERTIES L.L.C.  
By:   
\_\_\_\_\_ JOHN ROSELLINI, Manager

STATE OF NEW JERSEY )  
 )SS:  
COUNTY OF *Morris* )

BE IT REMEMBERED, that on this 22 day of November, 2006, before me, the subscriber, an attorney of New Jersey, personally appeared JOHN ROSELLINI, who, I am satisfied, is the person named in and who executed the within Instrument, in his capacity as President of Olympia Properties, L.L.C., and thereupon he acknowledged that he signed, sealed and delivered the same as the act and deed of Olympia Properties, L.L.C., for the uses and purposes therein expressed.

  
Name: Donald A. Richards  
Notary Public  
My Commission Expires: \_\_\_\_\_

DONALD A RICHARDS  
ATTORNEY AT LAW

Record and Return to:  
**fein such kahn and shepard**  
7 century drive  
suite 201  
parsippany,nj 07054

MORRIS COUNTY, NJ; JOAN BRAMHALL, COUNTY CLERK  
MTG-DR BOOK 20681 PG 1229 RECORDED 11/30/2006 10:57:47  
FILE NUMBER 2006113504  
RECORDING FEES 170.00; M-NOT 0.095T 0.00F  
RPT #: 88324; RECD BY: sd119

f:\tmdocs\p204-245\agr\061024 olympia mortgage-pamodea.doc  
11/22/2006 12:32pm



## London Title, LLC

525 Palmer Avenue, 2nd Floor  
Maywood, New Jersey 07607  
(201) 226-9292 Phone  
(201) 226-9290 Facsimile  
[Liza@LondonTitleLLC.com](mailto:Liza@LondonTitleLLC.com)

June 11, 2008

**Ron S. Soussa**

Delaware Hudson Realty Group, Inc.  
239 New Road, Building A  
Parsippany, New Jersey 07054-4294

Reference: **LT-00585**  
Present Owner: **Olympia Properties, LLC**  
Property Address: **323 Change Bridge Road, Montville, New Jersey 07058**  
Morris County Block: **160.02** Lot(s): **19**

Title is vested in **Olympia Properties, LLC** by Deed from **Permission Partners, a New Jersey Corporation** Dated **September 26, 2002** Recorded **October 30, 2002** in the **Morris County Clerk's Office** in **Deed Book 5729 Page 18**.

**Subject to the following:**

1. Rights of others in possession, if any, other than the fee owners;
2. Facts that would be disclosed by an accurate survey and inspection of the premises;
3. A complete title examination.
4. Lessor's Agreement and Waiver as set forth in the Morris County Clerk's Office in Deed Book 5739, Page 183, and Recorded November 20, 2002.
5. Notice of Lease as set forth in the Morris County Clerk's Office in Deed Book 5739, Page 188, and Recorded November 20, 2002.
6. Assignment of Lessee's Right Under Lease as set forth in the Morris County Clerk's Office in Deed Book 5739, Page 185, and Recorded November 20, 2002.
7. Mortgage made by Olympia Properties, LLC to Lakeland Bank, Its Successors and/or Assigns Dated October 21, 2002 Recorded October 30, 2002 in the Morris County Clerk's Office in Mortgage Book 12707 Page 50 to Secure \$625,000.00



## London Title, LLC

525 Palmer Avenue, 2nd Floor  
Maywood, New Jersey 07607  
(201) 226-9292 Phone  
(201) 226-9290 Facsimile  
[Liza@LondonTitleLLC.com](mailto:Liza@LondonTitleLLC.com)

Reference: **LT-00585 (Page 2)**  
Present Owner: **Olympia Properties, LLC**  
Property Address: **323 Change Bridge Road, Montville, New Jersey 07058**  
Morris County Block: **160.02** Lot(s): **19**

8. Notice of Lis Pendens, File No. 200789480, Recorded October 5, 2007 in the Morris County Clerk's Office in Book 20933, Page 1924.
9. Assignment of Leases and Rents Dated October 21, 2002, Recorded October 20, 2002 in the Morris County Clerk's Office in Mortgage Book 12707, Page 55.
10. Mortgage made by Olympia Properties, LLC and John F. Rosellini, Jr., Individually to Ralph Avallone, Dolores U. Kennedy and Melissa L. Avallone Dated August 25, 2005 Recorded September 19, 2005 in the Morris County Clerk's Office in Mortgage Book 19518 Page 70 to Secure \$250,000.00.
11. Mortgage made by Olympia Properties, LLC to The Carmen Pio Costa Legacy Trust UTAD 7/9/98 and the Anthony Pio Costa IV Legacy Trust UTAD 7/9/98 Dated November 22, 2006 Recorded November 30, 2006 in the Morris County Clerk's Office in Mortgage Book 20681 Page 1229 to Secure \$50,000.00.
12. UCC Financing Statement No. 126439-03 against Olympia Properties, LLC as set forth in the Morris County Clerk's Office, Recorded July 28, 2003.
13. UCC Financing Statement Amendment No. 56898-04 against Unicorn Manufacturing Screw Products, Inc. as set forth in the Morris County Clerk's Office, Recorded May 11, 2004.
14. Notice of Federal Tax Lien against Unicorn Manufacturing, Inc. as set forth in the Morris County Clerk's Office, Recorded October 26, 2005 in Book 97, Page 24.
15. Notice of Federal Tax Lien against Unicorn Manufacturing, Inc. as set forth in the Morris County Clerk's Office, Recorded July 3, 2006 in Book 20552, Page 1405.
16. Notice of Federal Tax Lien against Unicorn Manufacturing, Inc. as set forth in the Morris County Clerk's Office, Recorded July 9, 2007 in Book 20862, Page 333.



## London Title, LLC

525 Palmer Avenue, 2nd Floor  
Maywood, New Jersey 07607  
(201) 226-9292 Phone  
(201) 226-9290 Facsimile  
[Liza@LondonTitleLLC.com](mailto:Liza@LondonTitleLLC.com)

Reference: **LT-00585 (Page 3)**  
Present Owner: **Olympia Properties, LLC**  
Property Address: **323 Change Bridge Road, Montville, New Jersey 07058**  
Morris County Block: **160.02 Lot(s): 19**

17. Notice of Federal Tax Lien against Unicorn Manufacturing, Inc. as set forth in the Morris County Clerk's Office, Recorded September 4, 2007 in Book 20908, Page 188.
18. Tax and Assessment report: **See Attached.**
19. Continuation of **UCC Search, original recorded in the Morris County Clerk's Office in Book 126, Page 439, recorded in Book 21019, Page 1073.**

**This accommodation search follows your instructions and runs to the board date of June 11, 2008.**

**It is expressly understood and agreed that London Title, LLC's liability for any claim, loss or damage resulting from errors and omissions, whether or not caused by London Title, LLC shall be limited to the amount charged for the accommodation search.**