THIS INDENTURE
(Affordable Housing Unit)
(Site C and E)

Dated NOVEMBER 28, 1994

BETWEEN K. HOVNANIAN AT NEWARK URBAN RENEWAL CORPORATION III, INC., A Corporation of the State of New Jersey, whose main office is 10 Highway 35, P. O. Box 500, Red Bank, New Jersey, the GRANTOR

AND ERIC FORTSON, UNMARRIED the GRANTEE

about to reside at 78 CALLAHAN COURT, NEWARK, NJ 07103

The GRANTOR grants, sells, conveys and transfers ownership of the property described below to GRANTEE for the sum of ($61,200.00) SIXTY-ONE THOUSAND TWO HUNDRED AND NO CENTS Dollars.

The property is located in the City of Newark, County of Essex and State of New Jersey and is legally described as:

Unit No. B1, in Building No. 23, and the right to use a portion of the Limited Common Elements for parking of motor vehicles as assigned to the Unit in the Master Deed all within Society Hill at University Heights Condominium III together with an undivided 0.1964 percent interest in the Common Elements appurtenant thereto as may be amended from time to time as phases are added to the condominium, in accordance with and subject to the terms, limitations, conditions, covenants, restrictions, and other provisions of the Master Deed of Society Hill at University Heights Condominium III dated 12/20/90 and recorded on 12/21/90, in the Office of the Clerk of Essex County in Deed Book 5151, Page 509, et. seq., as amended from time to time. The conveyance evidenced by this Deed is made under the provisions of and is subject to the New Jersey Condominium Act (N.J.S.A. 46: B-1 et seq.), and the Planned Real Estate Full Disclosure Act (N.J.S.A. 45:22A-21 et seq.), both as amended; and any applicable regulations adopted under either law. The grantee's right, title and interest in this Property and the use, sale and resale of this property are also subject to the terms, conditions, restrictions, limitations and provisions set forth hereto and as further set forth in the Affordable Unit provisions of the Master Deed for Society Hill at University Heights III and all exhibits to same.

The GRANTOR promises the GRANTEE that 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 Grantor has not allowed anyone else to obtain any legal rights which affect the property.

The Grantee is subject to the terms and conditions in the Financial Agreement, entered into with the City of Newark and grantor of on or about September 16, 1992 and the Municipal Resolution of the City of Newark No. 7RBQ (A.S.) adopted September 16, 1992 which confers a limited tax abatement on this property. The Grantee by accepting this Deed acknowledges that the Grantee has received from the Grantor a true copy of the aforementioned Financial Agreement and Municipal Resolution; the originals of which may be examined by the Grantee in the Office of the Clerk of the City of Newark during regular working days and hours.

The Grantee, its successors and assigns shall devote the property only to and in accordance with the uses specified in the University Heights Redevelopment Plan until December 31, 2038; and Grantee, its successors and assigns shall not discriminate on the basis of race, creed, color, sex or national origin in the sale, lease or rental or in the use or occupancy of any part of the property or any improvements erected or to be erected thereon, or any part thereof.

Prepared by: ROBERT M. SCHWARTZ, ESQ.

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