In Search of The Watcher

By The Westfield Leader
Horace Corbin
Lauren Barr

July 2, 2015
In Search of The Watcher

Foreword

After 24 years, a Westfield couple found it time to retire, to sell their home, and move on with their lives. That they did in June 2014.

Neighbors were eager to greet the new family. Time went by but no one moved in. The neighbors became curious and later became concerned. The home was listed for sale in April 2015 and remains unsold at this time. Rumors started.

In May 2015, neighbors visited the newspaper office seeking information. Research of the newspaper archives turned up only basic information — The sale (amount, names of the buyers and sellers) and the advertisement for sale afterwards in April 2015. Their curiosity was unresolved, and they sought input from local authorities.


National News and The Social Media

On June 2, 2015 the buyers claiming fraud and the existence of a terrifying, yet unidentified “Watcher” filed a civil lawsuit in the Superior Court of New Jersey, Union County. Courthouse News Service based in Pasadena, California first reported the existence of the lawsuit on June 16, 2015.


The following day, the Courthouse News article was reprinted in regional New Jersey newspapers and picked up by the New York press and television. Then it went national. It turned into a “Steven King style horror novel” with nationwide fascination of the existence of “The Westfield Watcher”. Few facts were reported but the Watcher concept was embraced throughout the nation by social media.

This work reports as many facts that we were able to obtain on the matter over the last two weeks. We employed “GitHub” type collaboration from our many readers and those on our private email lists. Reporter Lauren Barr is commended for her considerable ingenuity and dedication to the research. Town authorities and the public helped.

This work is not intended to reach conclusions or to be the last word on the existence of a “Watcher”. We leave that to the court and to the imagination of others.

Sample TV Video of Watcher
In Search of The Watcher

Search Outline and Table of Contents

May-June, 2015  Meeting and Conversations With Neighbors
                Letter, June 27, 2015

June, 2015  The Watcher Lawsuit
            Summary of Claims Made
            The Plaintiff’s Attorney

June, 2015  Local and National News, Social Media

June, 2015  Ownership, Title History of the Home
            Conversations with Past Owners, Family Members

June, 2015  Current Status of The Property
            Buyers Current Residence

June, 2015  Public Records of Seller and Buyer
            Real Estate Agents and Lawyers of Record for the Sale
            Where Was The Closing Held

June, 2015  The Watcher Letters
            Where and How Would The Watcher Get Its Information

June, 2015  OPRA of Town and Police Records

June, 2015  Timeline and Facet Analysis of the Lawsuit Claims
            Claims Not Made
            Defendants Responses

June, 2015  Items Not Obtained, Calls Not Returned

July, 2015  The Superior Court Process

July, 2015  Status of This Report, Was The Watcher Found?

July, 2015  Conclusions (non attempted)
            Westfield Leader archives are available online for additional research.
Garwood Mayor Charles Lombardo, 94, who landed at Omaha Beach on D-Day, and Korean War vet Ida Shaw, 95, second from right, in cutting the ceremonial ribbon to officially open the Village at Garwood. Photo courtesy of Keith Loughlin

Westfield Schein's "Watch the Facts" column.

The $20-million, three-story building; also alerting them to the time of closing. The senior housing corporation was constructed by World War II veteran Vincent Bocchino. The property is located on the north side of Second Avenue, and place of borough council meeting. The Senior Housing Corporation Executive Director Karen Simon, second from left, and the senior housing corporation's representative, spoke at the Women's Housing Corporation Executives (WHCE) who attended the ceremony.

The Reverend Richard Villanova, pastor of St. Anne's across the street, gave the invocation. It marked the final Sunday of Second Avenue, where residents have lived for the past 30 years. The property is located on the north side of Second Avenue, and place of borough council meeting.

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GOODBYE GIRLS. Friends met on June 25 at Boos in Garwood to say goodbye to Laura Ruff and with her back in the California to return. Laura also spent a few years in Westfield and Cranford pursuing her education. She is an skilled in the field of education.

Barbara J. Della Valle, Daniel Czeh, while Township Clerk }

Gayle Esposito, who had been appointed as the new principal. Mr. }

Rafalowski as the new principal. Mr. }

According to Westfield 

Amenities

and Lawrence and Mary Holmes }

and Floy Bakes from 1963 to 1990; }

that, the home was owned by Seth }

was accompanied on the stage by his }

was unable to contact some }

is usually a 24-hour workshop where }

people get together to design or modify }

is typically serve over 825 pizzas to the }

The Jazz Festival will run Tuesdays, }

Fourth of July Celebration will take }

Cameos, an oldies group, at 7:45 p.m. }

plans for the DWC. The first event }

This ceremony came only a day after }

of the committee also took }

business plan or website. It was }

There were more than 150 par-

August, the Jazz Festival encourages visi-

of the year for the DWC. The first event }

Downtown Westfield Corporation }

emphasizes that not all ideas come to a final }

By DOMINIC A. LAGANO

To complement those locations, the 

Location and Riverwalk expansion. }

Spectacular 5K Run in September. }

and Fern M. Emmons who are both 

in the final round. Fern shows her }
Plaintiffs, Derek Broaddus and Maria Broaddus, currently a resident of Union County, New Jersey, by way of Complaint against the Defendants, says:

THE PARTIES

1. Plaintiffs, Derek and Maria Broaddus, were the purchasers of the property located at 657 Boulevard, Westfield, New Jersey on or about June 2, 2014.

2. Defendant, John Woods, was the previous owner of and sold the property located at 657 Boulevard, Westfield, New Jersey to the plaintiffs on or about June 2, 2014.
3. Defendant, Andrea Woods, was the previous owner of and sold the property located at 657 Boulevard, Westfield, New Jersey to the plaintiffs on or about June 2, 2014.

4. At all relevant times, the defendant, A Absolute Escrow Settlement Company, Inc., was a corporation doing business in the State of New Jersey and licensed to write insurance policies for the underwriter, defendant Chicago Title Insurance Company, pertaining to real property in the State of New Jersey.

5. At all relevant times, the defendant, Chicago Title Insurance Company, was a corporation doing business in the State of New Jersey and licensed to write insurance policies pertaining to real property in the State of New Jersey.

6. "The Watcher", was/is the writer of the threatening letters and also claims a right of ownership and/or possession to 657 Boulevard, Westfield, New Jersey.

**FACTS COMMON TO ALL COUNTS**

1. This action arises out of Defendants' fraudulent, avaricious, intentional and negligent concealment and misrepresentation of material facts regarding the single family dream home the Plaintiffs were purchasing located at 657 Boulevard, Westfield, New Jersey (hereafter “the home”), which defendants, John Woods and Andrea Woods sold to the Plaintiffs on or about June 2, 2014 for the sum of One Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-
Seven ($1,355,657.00) Dollars, despite knowing the potential harm that could foreseeably befall the Plaintiffs and their three (3) minor children.

2. Specifically, on or about the week of May 26, 2014, John and Andrea Woods received a disturbing letter from “The Watcher”, whom upon information and belief, noted there would be a new family moving into the home and who claimed a right of possession and/or ownership to the home.

3. Upon information and belief, John and Andrea Woods, so desperate to sell the million dollar home, knowingly and willfully failed to disclose to the Plaintiffs this disturbing letter, from an individual who claimed a right of possession and/or ownership interest in the home.

4. Upon information and belief, defendant, A Absolute Escrow Settlement Company, Inc., knew or should have known of the threatening letter sent by “The Watcher” and therefore knew or should have known of “The Watcher’s” claim of right of ownership or possession of the home and “The Watcher’s” nefarious intentions.

5. Upon information and belief, defendant, Chicago Title Insurance Company, knew or should have known of the threatening letter sent by “The Watcher” and therefore knew or should have known of “The Watcher’s” claim of right of ownership or possession of the home and “The Watcher’s” nefarious intentions.
6. Upon information and belief, Defendants suppressed all information regarding “The Watcher” even though they were either on constructive or actual notice of the harm that could befall the Plaintiffs and their minor children as a mentally unstable individual, “The Watcher”, had only a week prior claimed obsessive and possessive rights in and to the home about to be sold to the Plaintiffs.

7. In the same vein, all Defendants failed to inform the Plaintiffs and concealed “The Watcher’s” claim of a right of possession and/or ownership of the home and his nefarious intentions.

8. Both John and Andrea Woods knew or should have known that “peace of mind” and “security” were and are of paramount importance to the Plaintiffs, specifically and in general as it true to the high end market to whom Defendants were marketing the home for sale.

9. Upon information and belief, defendants knew or should have known they would lose the deal upon any disclosure of “The Watcher” letter, and knowingly elected to pursue the One Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-Seven ($1,355,657.00) Dollar sale proceeds rather than lose out on the sale to the Plaintiffs.

10. Upon information and belief, Defendants deliberately concealed “The Watcher” letter, knowing the materiality of such disclosure and the very high likelihood if not absolute certainty that such disclosure would defeat the transaction.
11. Defendants were correct, as the Plaintiffs absolutely would never have purchased the home had they known about “The Watcher”.

12. Plaintiffs first learned of “The Watcher’s” mentally disturbed fixation and claim to possession and/or ownership of the home on or about June 5, 2014, three (3) days after the closing, when the Plaintiffs received the first of three (3) letters, dated June 4, 2014, wherein “The Watcher” claimed the following with regards to the home: “has been the subject of my family for decades”, “I have be put in charge of watching and waiting for its second coming”, “My grandfather watched the house in the 1920s and my father watched in the 1960s. It is now my time”, “Why are you here? I will find out”, “Now that they have it to flaunt it, they pay the price”, “Tsk, tsk, tsk...bad move. You don’t want to make 657 Boulevard unhappy”, “Do you need to fill the house with the young blood I requested?”, “Once I know their names I will call to them and draw them too me”, and “I asked the Woods to bring me young blood”.

13. Plaintiffs subsequently received two (2) additional letters, the first dated on or about June 18, 2014, and the second dated July 18, 2014. These additional letters were in the same vein as the first letter: “Have they found what is in the walls yet?”, “In time they will”, “I am pleased to know your names now and the name of the young blood you have brought to me”, “Have you found all the secrets it holds”, “Will the young bloods play in the basement”, “Who has the bedrooms facing the street? I’ll know as soon as you move in”, “It will help me to know who is in which bedroom then I can plan better”, “All of the windows and doors in 657 Boulevard allow
me to watch you and track you as you move through the house”, “Who am I? I am the Watcher and have been in control of 657 Boulevard for the better part of two decades now. The Woods family turned it over to you it was their time to move on and kindly sold it when I asked them to”, “You have changed it and made it so fancy”, “It cries for the past and what used to be in the time when I roamed its halls”, “When I ran from room to room imagining the life with the rich occupants there”, “And now I watch and wait for the day when they young blood will be mine again”, “657 Boulevard is turning on me it is coming after me”, “I am in charge of 657 Boulevard”, “Let the young blood play again like I once did”, and “Stop changing it and let it alone.”

14. Since receiving these letters and being made aware of the presence of “The Watcher” and his claimed right of possession and/or ownership and/or control of the home, Plaintiffs have been consumed daily by stress, anxiety, and fear regarding what “The Watcher” will do. Due to these letters from “The Watcher” Plaintiffs have refused to move into the home as they are extremely concerned for the safety of their children and for their own safety.

15. The closing of the home took place on or about June 2, 2014 at Younghans & Burke, P.C., 141 Elmer Street, Westfield, New Jersey.

16. Plaintiffs would not be mired in their present nightmare had the Defendants adhered to their common law and statutory duty to disclose and speak honestly regarding “The Watcher”,
material facts which were uniquely within their knowledge and unavailable to Plaintiffs via an ordinary inspection of the home and its surrounding environs.

17. Currently, Plaintiffs are in the process of selling the home as they are unable to live in the home without extreme anxiety and fear for their children’s safety and well being. However, Plaintiffs are having trouble selling the home as interested parties, once notified of the letters, no longer view the property as a safe home.

FIRST COUNT
(Violation of the New Jersey Consumer Fraud Act)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. Each of the Plaintiffs is a “person” as defined in the New Jersey Consumer Fraud Act (“CFA”) N.J.S.A. 56:8-1 et seq., inasmuch as each of the Plaintiffs is a “natural person”.

3. A Absolute Escrow Settlement Company, Inc., is a “person” as defined in the CFA, inasmuch as it is a corporation, which is a “business entity”.

4. Chicago Title Insurance Company is a “person” as defined in the CFA, inasmuch as it is a corporation, which is a “business entity”.

7
5. The CFA applies to commercial and professional sellers of real estate, such as Defendants.

6. CFA’s prohibition on fraudulent conduct in connection with the sale of real estate is liberally construed in favor of purchasers.

7. Upon information and belief, Defendants knowingly concealed and suppressed material facts in connection with the sale of the home located at 657 Boulevard, Westfield, New Jersey; to wit, “The Watcher” and his claim of a right of ownership and/or possession and/or control of the home.

8. That a reasonable person would, in determining whether to purchase the home, undoubtedly attach significant importance to the fact that a mentally unstable individual who called himself “The Watcher”, had only days prior to closing claimed a right of ownership and/or possession and/or control of the home along with sending disturbing letters to John Woods and Andrea Woods.

9. Defendants knew or should have known that the Plaintiffs would, or, at a minimum, would likely; regard such information as vitally important in determining whether to purchase the home.
10. Upon information and belief, Defendants engaged in the foregoing knowing concealment and suppression of such material facts with the intent that Plaintiffs rely thereon in purchasing and consummating the sale of the home.

11. Upon information and belief, Defendants had a personal financial interest in the transaction at issue, deriving a profit therefrom upon reaching a closing.

12. Plaintiffs were mislead, deceived, and damaged by Defendants' willful and knowing concealment and suppression engaged in with the intent to mislead and deceive Plaintiffs.

13. The facts that Defendants indefensibly and unconscionably misrepresented were indispensible, and at a minimum, material to Plaintiffs' decision to purchase the home.

14. Upon information and belief, Defendants affirmative misrepresentations were made solely to induce Plaintiffs to close on the contract, as Defendants were cognizant that a married couple with three (3) young children looking to purchase a million dollar home would never close on the home, had they been informed, that a mentally unstable individual had only days prior to closing claimed a right of ownership and/or possession and/or control in the home and identified himself as "The Watcher".

15. The CFA explicitly provides that a fraudulent misrepresentation or concealment is unlawful, whether or not any person has been misled, deceived or damaged thereby.
16. Here, Plaintiffs were misled, deceived and severely damaged as a direct and proximate consequence of Defendants’ unconscionable and knowing misrepresentations, concealment and suppression.

17. In this regard, Plaintiffs, as a direct and proximate result of Defendant’s unconscionable and knowing misrepresentations and concealment under the CFA, have sustained ascertainable losses, including but not limited to, (a) significant reduction in the market price of the home, (b) sizable expenses and costs incurred in carrying a mortgage, taxes and insurance on the home from the time of closing on or about June 2, 2014 and (c) their attorneys’ fees in seeking, *inter alia*, redress for Defendants’ indefensible statutory fraud.

18. A causal relationship exists between Defendants’ egregiously unlawful conduct under the CFA and the ascertainable losses sustained by Plaintiffs.

19. In this regard, but for Defendants’ fraudulent concealment and suppression and unconscionable misrepresentations, Plaintiffs would not have purchased the home, and would not have suffered the precipitous decline in market value of that asset resulting from the fact that they are—just like Defendants were—obligated to disclose the conduct and claim of right of ownership and/or possession and/or control to the home, and would not have sustained the costs and expenses accruing daily with respect to, *inter alia*, the retention of the home while living elsewhere and attorney’s fees.
20. By reason of Defendants’ knowing and unconscionable suppression, concealment and misrepresentation perpetrated with the intent to deceive and induce reliance thereon, which constitutes unlawful conduct under the CFA, Plaintiffs are entitled to a refund of the entire purchase price with interest, while also being entitled to retain fee title to the home, together with reimbursement for all previously incurred and continuing costs, all of which constitute ascertainable damages directly and proximately caused by Defendants’ unlawful, unconscionable and knowing conduct under the CFA in a sum to be determined at trial.

21. Alternatively, should the Court not direct Defendants to refund to Plaintiffs the entire purchase price with interest while also permitting Plaintiffs to retain fee title to the home, Plaintiffs are entitled to rescission of the contract, unwinding of the closing, and a full refund of the purchase price with interest.

22. Alternatively, should the Court not direct a full refund of the purchase price with interest while allowing retention of fee title, or direct rescission of the contract, unwinding of the closing, and full refund of the purchase price with interest, Plaintiffs are entitled to damages in a sum equivalent to the difference between the purchase price and the present market value of the home given Plaintiffs clear obligation to disclose to any potential purchaser that the home is the subject of “The Watcher” whom also claims a right of ownership and/or possession and/or control to the home, which differential constitutes ascertainable damages directly and proximately caused by Defendants’ unlawful, unconscionable and knowing conduct under CFA.
WHEREFORE Plaintiffs demand judgment against Defendants for refund of the entire purchase price with interest while also permitting Plaintiffs to retain fee title to the home, alternatively, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, alternatively damages in the sum equivalent to difference between purchase price and present market value of the home with interest give Plaintiffs obligation to disclose to potential purchasers of “The Watcher”, treble damages, compensatory damages, consequential damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

SECOND COUNT
(Common Law Fraudulent Concealment)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. It is well settled that when a seller to a real estate transaction conceals some fact which is material, which is within his own knowledge and only his knowledge, from the purchaser, and which it is his duty to disclose, they are guilty of actual fraud.

3. A claim for fraudulent concealment exists where, as here, a seller to a real estate transaction is bound in conscience and duty to recognize that the facts so concealed are significant and material and are facts in respect to which he cannot innocently be silent.
4. Upon information and belief, on or about the week of May 26, 2014, one (1) week prior to closing, Defendants were indisputably aware “The Watcher” claimed a right of ownership and/or possession of the home.

5. Upon information and belief, at all times between the week of May 26, 2014 through the closing on June 2, 2014, Defendants deliberately, repugnantly, and willfully concealed and failed to disclose to Plaintiffs the letter received by “The Watcher”, an individual calling themselves “The Watcher” and his claimed right of ownership and/or possession of the home, all of which were and are material.

6. That Defendants’ had actual knowledge of “The Watcher” and his claims as aforesaid and knew that Plaintiffs were acting in complete ignorance of such facts and circumstances and would not through the ordinary due diligence of a prospective purchaser discover such material information known only to Defendants’.

7. Upon information and belief, defendants engaged in such heinous fraud despite knowing full well that Plaintiffs, if they purchased the home, intended to reside there with their three (3) young children.
8. That the foregoing facts were and are unique to the home and the property on which it is situated, directly impacts the desirability, habitability and value of the home, and were and are not germane to any other home in the immediately surrounding neighborhood.

9. Upon information and belief, knowing just how material and crucial the foregoing would be to Plaintiffs’ parents of three (3) young children - Defendants deliberately concealed and failed to disclose any of the foregoing facts to Plaintiffs.

10. That the gravity of the harm inflicted by Defendant’s non-disclosure is compounded by Defendants’ actual knowledge that the facts not disclosed were not within the reach of the diligent attention, observation, and discovery by Plaintiffs as prospective purchasers via examination of title or the customary inspection by an engineer.

11. It would be inherently unfair and impractical to impose a duty of discovery on the part of Plaintiffs as contrasted with the clear alternative of compelling the disclosure easily made, but not made herein, by Defendants’.

12. The event as occurred herein, being such an uncommon occurrence, that Plaintiffs as purchasers could not be charged with anticipating and discovering the disquieting possibility of “The Watcher” and his claims as set forth herein and known to Defendants.
13. Here, the suppression of the truth when it clearly should have been disclosed is equivalent to the expression of falsehood.

14. The non-disclosure of the facts and circumstances known to Defendants herein but unknown to Plaintiffs amounts to a failure by Defendants to act in good faith and in accordance with reasonable standards of fair dealing.

15. Defendants were/are guilty of fraudulent concealment as their failure to volunteer the disclosure of the suppressed and concealed facts was actually known by Defendants to be significant and material, in respect of which Defendants could not have innocently remained silent as they did herein.

16. Defendants concealed or failed to disclose anything pertaining to “The Watcher” and his claims because of the certainty that it would instantly defeat the sale of the home to Plaintiffs.

17. Plaintiffs would not have closed on the contract of sale had they been aware of the foregoing, facts solely within the knowledge of Defendants.

18. A reasonable, prudent prospective purchaser of the home would have attached tremendous importance to the information concealed by Defendants in determining their course of action—whether to purchase the home.
19. The information known and accessible only to Defendants has a significant and measurable effect on the market value of the home and defendants were at all relevant times herein well aware of this effect.

20. All of the facts and circumstances presented herein are highly unusual in their potential for so disturbing Plaintiffs such that they are unable to comfortably and peacefully reside in a home where these events occurred.

21. All of the foregoing has foreseeably deprived Plaintiffs of their intended use and enjoyment of the home.

22. Accordingly, by reason of the foregoing opprobrious, intentional, and willful fraudulent concealment and non-disclosure of material facts perpetrated by Defendants upon Plaintiffs, Plaintiffs are entitled to equitably rescind the contract, unwind the closing and receive a full refund of the purchase price with interest.

23. Moreover, as a direct and proximate result of Defendants' fraudulent concealment, Plaintiffs have incurred substantial out-of-pocket damages in an aggregate amount to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble
damages, compensatory damages, consequential damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

THIRD COUNT
(Common Law Fraud)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. It is well settled that New Jersey law recognizes an obligation upon a vendor of real estate, such as Defendants, to make truthful representations.

3. That Defendants made material representations of a past fact; inter alia, that there was no one else who made a claim of a right of ownership and/or possession of the home. Further, Defendants failed to divulge the letter they received from “The Watcher”.

4. Plaintiffs reasonably relied to their detriment upon Defendants blatant lies as set forth herein.

5. As a direct and proximate result of Defendants fraud and deceit, Plaintiffs were induced to purchase the home and have incurred damages.

6. Plaintiffs would not have purchased the home had they know the true facts concerning the home.
7. A contract and the consideration thereunder is subject to rescission when it is obtained by fraud.

8. Accordingly, by reason of the foregoing opprobrious, intentional, willful, and repeated fraud perpetrated by Defendants upon Plaintiffs, Plaintiffs are entitled to equitably rescind the contract, unwind the closing procured by fraud, and a full refund of the purchase price, together with interest thereon.

9. Furthermore, as a direct and proximate result of Defendants’ fraudulent misrepresentations, Plaintiffs have incurred substantial out-of-pocket damages in an aggregate amount to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, compensatory damages, consequential damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

FOURTH COUNT
(Equitable Fraud)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.
2. Defendants made material representations of past facts; *inter alia*, there was no one else who made a claim of a right of ownership and/or possession of the home. Further, Defendants failed to divulge the letter they received from "The Watcher".

3. That in electing to close on the contract, Plaintiffs reasonably relied upon Defendants’ blatant and rampant lies as set forth herein.

4. That Plaintiffs detrimentally relied on Defendants’ material misrepresentations of fact to their detriment.

5. As a direct and proximate result of Defendants fraud and deceit, Plaintiffs were induced to purchase the home and have incurred damages.

6. Plaintiffs would not have purchased the home had they known the true facts concerning the home.

7. A contract and the consideration thereunder is subject to rescission when it is obtained by fraud.

8. Accordingly, by reason of the foregoing opprobrious, intentional, willful, and repeated fraud perpetrated by Defendants upon Plaintiffs, Plaintiffs are entitled to equitably rescind the
contract, unwind the closing procured by fraud, and a full refund of the purchase price, together with interest thereon.

9. Furthermore, as a direct and proximate result of Defendants' fraudulent misrepresentations, Plaintiffs have incurred substantial out-of-pocket damages in an aggregate amount to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, compensatory damages, consequential damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

FIFTH COUNT
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. By, inter alia, their malicious and intentional concealment, suppression, and non-disclosure of an individual’s claim of a right of ownership and/or possession of the home and Defendants failure to divulge the letter they received from “The Watcher”, Defendants precluded Plaintiffs from fulfilling the entire purpose and enjoying the fruits of the contract; the acquisition of a home in which Plaintiffs could live with their three (3) young children.
3. Defendants’ malicious, intentional and bad faith fraudulent conduct as aforesaid destroyed the right of Plaintiffs to receive the fruits of the contract.

4. The breaches of the implied covenant of good faith and fair dealing by Defendants have cause and will continue to case, Plaintiffs to suffer substantial damages.

WHEREFORE Plaintiffs demand judgment against Defendants for compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

SIXTH COUNT
(Intentional Infliction of Emotional Distress)

1. Plaintiffs hereby incorporate by referenced the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. Upon information and belief, defendants intentionally and recklessly failed to disclose, inter alia, the claim of a right of ownership and/or possession of the home and the letter Defendants received from “The Watcher”.

21
3. Upon information and belief, defendants engaged in the foregoing fraudulent conduct not only to ensure they did not lose the sale of the home to Plaintiffs, but also to produce severe and incalculable emotional distress for Plaintiffs.

4. Alternatively, by engaging in the fraudulent conduct described herein, Defendants acted in deliberate disregard of the high degree of probability that the severe and incalculable emotional distress presently suffered by Plaintiffs would ensue.

5. Further, defendant “The Watcher’s”, conduct in writing the threatening letters acted in deliberate disregard of the high degree of probability that the severe and incalculable emotional distress presently suffered by Plaintiffs would ensue.

6. Upon information and belief, defendants purposeful and willful concealment and non-disclosure of the conduct described herein and defendant “The Watcher’s” purposeful conduct in writing the threatening letters, given the fact that Defendants and “The Watcher” knew Plaintiffs would reside in the home with three (3) small children, is the epitome of extreme and outrageous conduct so severe in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.

7. Furthermore, Defendants’ unconscionable, knowing, and intentional material misrepresentations regarding their purposeful and willful concealment and non-disclosure of the conduct described herein and defendant “The Watcher’s” purposeful conduct in writing the
threatening letters when Defendants and defendant “The Watcher” knew Plaintiffs would reside in the home with three (3) small children, and knew their failure to tell the truth would expose the Plaintiffs’ children to imminent and irreparable harm at the hands of “The Watcher”, a mentally unstable individual, is the epitome of extreme and outrageous conduct so severe in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.

8. Defendant’s fraudulent and material concealment, suppression, non-disclosure and misrepresentations described herein and defendant “The Watcher’s” purposeful conduct in writing the threatening letters are the proximate cause of the Plaintiffs emotional distress.

9. The emotional distress presently suffered by Plaintiffs- inter alia, Plaintiffs are mired in a perpetual state of fear regarding the safety and welfare of their children and themselves and induced insomnia- is so severe that no reasonable person could or should be expected to endure such distress.

10. Defendants’ fraudulent, intentional, malevolent, or, alternatively, reckless conduct and defendant “The Watcher’s” purposeful conduct in writing the threatening letters, is sufficiently severe so as to cause genuine and substantial emotional distress or mental harm to the average person similarly situated to Plaintiffs, as loving parents of three (3) young children who are concerned for their children’s safety of which real imminent risk of harm to which they are exposed by “The Watcher’s” targeted fixation on the home and Plaintiffs family.
11. Further, because every single day Plaintiffs and their children are potentially put in harm’s way by reason of “The Watcher’s” targeted fixation of Plaintiffs family, a reality which has inflicted incalculable emotional distress and strain on Plaintiffs and their marriage, and is solely attributable to Defendants’ fraudulent concealment, suppression, non-disclosure and misrepresentations and “The Watcher’s” purposeful conduct in writing the threatening letters, Plaintiffs are entitled to an award of punitive damages against Defendants for such willfully and wanton reckless and malicious conduct, which Defendants undertook intentionally, deliberately, and fraudulently in conscious disregard of the rights of Plaintiffs and with a criminal indifference to Defendants’ civil obligations in a sum to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants for punitive damages, compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

SEVENTH COUNT
(Negligent Infliction of Emotional Distress)

1. Plaintiffs hereby incorporate by referenced the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.
2. Upon information and belief, defendants intentionally and recklessly failed to disclose and intentionally and recklessly misrepresented, *inter alia*, the claim of a right of ownership and/or possession of the home and the letter Defendants received from "The Watcher".

3. By engaging in the foregoing fraudulent conduct, Defendants should have known Plaintiffs would suffer severe and incalculable emotional distress.

4. Further, defendant "The Watcher’s", conduct in writing the threatening letters acted in deliberate disregard of the high degree of probability that the severe and incalculable emotional distress presently suffered by Plaintiffs would ensue.

5. Upon information and belief, defendants purposeful and willful concealment and non-disclosure of the conduct described herein and defendant "The Watcher’s" purposeful conduct in writing the threatening letters, given the fact that Defendants and "The Watcher" knew Plaintiffs would reside in the home with three (3) small children, is the epitome of extreme and outrageous conduct so severe in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.

6. Furthermore, Defendants’ unconscionable, knowing, and intentional material misrepresentations regarding their purposeful and willful concealment and non-disclosure of the conduct described herein and defendant "The Watcher’s" purposeful conduct in writing the threatening letters when Defendants and defendant "The Watcher" knew Plaintiffs would reside
in the home with three (3) small children, and knew their failure to tell the truth would expose the Plaintiffs’ children to imminent and irreparable harm at the hands of “The Watcher”, a mentally unstable individual, is the epitome of extreme and outrageous conduct so severe in degree as to go beyond all possible bounds of decency and to be regarded as atrocious and utterly intolerable in a civilized society.

7. Defendant’s fraudulent and material concealment, suppression, non-disclosure and misrepresentations described herein and defendant “The Watcher’s” purposeful conduct in writing the threatening letters are the proximate cause of the Plaintiffs emotional distress.

8. The emotional distress presently suffered by Plaintiffs- inter alia, Plaintiffs are mired in a perpetual state of fear regarding the safety and welfare of their children and themselves and induced insomnia- is so severe that no reasonable person could or should be expected to endure such distress.

9. Defendants’ fraudulent, intentional, malevolent, or, alternatively, reckless conduct and defendant “The Watcher’s” purposeful conduct in writing the threatening letters, is sufficiently severe so as to cause genuine and substantial emotional distress or mental harm to the average person similarly situated to Plaintiffs, as loving parents of three (3) young children who are concerned for their children’s safety of which real imminent risk of harm to which they are exposed by “The Watcher’s” targeted fixation on the home.
10. Further, because every single day Plaintiffs and their children are potentially put in harm’s way by reason of “The Watcher’s” targeted fixation, a reality which has inflicted incalculable emotional distress and strain on Plaintiffs and their marriage, and is solely attributable to Defendants’ fraudulent concealment, suppression, non-disclosure and misrepresentations, Plaintiffs are entitled to an award of punitive damages against Defendants for such willfully and wanton reckless and malicious conduct, which Defendants undertook intentionally, deliberately, and fraudulently in conscious disregard of the rights of Plaintiffs and with a criminal indifference to Defendants’ civil obligations in a sum to be determined at trial.

WHEREFORE Plaintiffs demand judgment against Defendants for punitive damages, compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.

EIGHTH COUNT
(Tortious Interference with Prospective Economic Advantage)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. Plaintiffs had a reasonable expectation of an economic advantage which was lost, i.e.: sale of the home, and as a direct result of defendants’ malicious interference, i.e.: the threatening
letter sent to Plaintiffs by defendants, resulted in actual damages to Plaintiff, i.e.: loss of the sale of the home.

3. Stated differently, what is contemplated is the determination that but for the intentional and wrongful interference there was a reasonable probability that the victim of the interference would have received the anticipated economic benefits.

4. Plaintiffs purchased the home at One Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-Seven ($1,355,657.00) Dollars and spent hundreds of thousands of dollars on renovations. But for the threatening letters sent by Defendants, Plaintiffs would have been able to resell the home. However, now Plaintiffs’ are obligated- as were the Defendants- to disclose the conduct and claim of right of ownership and/or possession to the home, and have already lost prospective third party purchasers due to the disclosure of the threatening letters.

5. Thereby, Plaintiffs’ have been damaged in the amount of One Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-Seven ($1,355,657.00) Dollars, plus the cost of the renovations to the home, plus interest.

WHEREFORE Plaintiffs demand judgment against Defendants for punitive damages, compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, treble damages, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.
NINTH COUNT
(Unmarketable Title)

1. Plaintiffs hereby incorporate by reference the allegations in the preceding paragraphs of this Complaint as though set forth herein at length.

2. The defendant, Chicago Title Insurance Company, has issued a policy of title insurance insuring Plaintiffs and declaring Plaintiffs are the owner and holder of a "fee simple" interest in the property located at 657 Boulevard, Westfield, New Jersey.

3. In fact, "That Watcher" has exerted a right of possession or ownership interest in the property located at 657 Boulevard, Westfield, New Jersey, thereby making title unmarketable.

WHEREFORE Plaintiffs demand judgment against defendant, Chicago Title Insurance Company, for any and all damages which Plaintiff has incurred including, compensatory damages, consequential damages, rescission of the contract, an unwinding of the closing and a full refund of the purchase price with interest, title coverage for loss of in the value of the property due to the title defect, reasonable attorneys fees, cost, and interest and any other relief the Court deems just and equitable.
DESIGNATION OF TRIAL COUNSEL

In accordance with Court Rule 4:25-4, Derek Broaddus and Maria Broaddus hereby designate Lee M. Levitt, Esq., as trial counsel in this matter.

JURY DEMAND

Plaintiff demands a jury trial.

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to R. 4:5-1, the undersigned attorney for Plaintiff hereby certifies that to the best of the undersigned information, knowledge and belief, the within action is not presently the subject of any other action presently pending in any court or of a pending arbitration proceeding to date, nor is there any other action, except as set-forth above, or arbitration proceeding contemplated at this time.

Lee M. Levitt, LLC
Attorney for Plaintiffs

By: __________________________________________

Lee M. Levitt, Esq.

Dated: June 2, 2015
VERIFICATION OF COMPLAINT

Derek Broaddus, of full age, certified as follows:

1. I am a Plaintiff named in the foregoing Complaint.

2. I have read the factual allegations in the within Complaint and they are true based on my personal knowledge.

I certify that the foregoing statements made by me are true and I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Derek Broaddus

Dated: June 1, 2015

VERIFICATION OF COMPLAINT

Maria Broaddus, of full age, certified as follows:

1. I am a Plaintiff named in the foregoing Complaint.

2. I have read the factual allegations in the within Complaint and they are true based on my personal knowledge.

I certify that the foregoing statements made by me are true and I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Maria Broaddus

Dated: June 1, 2015
Derek Broaddus and Maria Broaddus,

Plaintiff,

-vs-

John Woods, Andrea Woods, Chicago Title Insurance Company, A Absolute Escrow Settlement Company, Inc., The Watcher, John Does #1 through #10, and ABC Corp., #1 through #10, name being fictitious.

Defendants.

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY: LAW DIVISION

Docket No.

CIVIL ACTION

FACSIMILE RESOLUTION CERTIFICATION

The signature affixed to the within Verified Complaint of Derek Broaddus and Maria Broaddus is an email. I certify that the person has acknowledged, to my satisfaction, the genuineness of his signature and that the original signature copy of the resolution will be filed if requested by a Court or other party to this matter.

Lee M. Levitt, LLC
Attorney for Plaintiff

By:

Lee M. Levitt, Esq.

Dated: June 2, 2015
In Search of The Watcher

The Buyer’s timeline

05/30/02 – BUY 2213 Greenside Place, Scotch Plains for $315,000. Mortgage $279,000.
04/23/03 – refinance for $282,500
04/30/03 – HELOC $30,000
12/17/04 – Refinance $293,000
12/17/04 – HELOC $25,000
04/28/08 – Sell 2213 Greenside
06/25/08 sign mortgage for
07/17/08 (closing date) BUY 910 Tice Place, Westfield – $770,000
07/17/08 – Mortgage $584,000
12/9/08 – Refinance $584,000
04/23/13 – Refinance $536,872
03/15/14 – HELOC $92,600
05/19/14 – Sell Tice Place $799,000
06/2/14 – BUY 657 Boulevard $1,355,657
06/2/14 – Mortgage $1,084,525, taxes ~$21,000.
In Search of The Watcher

Neighbors Reaction

As a group of longtime residents with close proximity to the “watcher” house, we have some comments and questions regarding the town’s handling of this situation. Firstly, the mayor talks about an “exhaustive” and “no stone unturned” investigation.

We are confounded as to how a thorough investigation can be conducted without talking to all the neighbors with proximity to the home. Many of our residents have been here for over 20 years and would seem like good resources for such an investigation. Once the police hit a dead end, did they consider escalating to a more seasoned agency? Both FBI and US Post Office investigators come to mind since the US mail, a federal agency, was involved. Or did they just let it linger in the unsolved cases file?

Speaking of town officials, why hasn’t the mayor or our council people come to visit or talk to see

A) if we are safe/feel safe and
B) assure us that this issue is being addressed?

We have to think this situation can’t be good for real estate values, in the immediate area or town wide, and frankly we wonder how this will affect our neighborhood. Will an unoccupied house bring vandalism? Longtime residents remember the List house and what happened to that. If the police have de jure decided that this was not a serious threat, the real estate market has de facto decided it is not.

Finally, we can’t help but feel for our neighbors past and current, who through no fault of their own have been put in a terrible situation. For that reason alone, we would have hoped that the police would have given the resolution of this the highest priority from the beginning. The fact that this situation continues to evolve and become more public is very disconcerting. Elected and appointed officials of the town have a sworn responsibility to protect and serve the community, whether it’s writing a parking ticket or investigating a “disorderly persons” offense like this.

Concerned residents of Boulevard
Title No.: VA-1021

PREMISES
Street Address: 657 Boulevard
Municipality: Town of Westfield
County: Union
Tax Block: 4108
Tax Lot: 14
Tax Map Number: 41

DEVELOPMENT INFO
Filed Map Block: -
Filed Map Lot: 4 & 5
Dev Name: Park Slope
Filed Map Number: 114-8
Setback: None

VESTING INFORMATION
Title Vested In: Derek R. Broaddus and Maria Broaddus, husband & wife
By Deed Book: 6006 Page: 494 Dated: 5/30/2014
Rec'd: 6/6/2014

MORTGAGES OF RECORD
Book: 13771 Page: 710 Dated: 6/2/2014 Amount: $1,084,525.00
Lender: PHH Home Loans, LLC dba Coldwell Banker
Rec'd: 6/6/2014

EASEMENTS, RIGHTS OF WAY, GRANTS & RESTRICTIONS
See Tax Map

JUDGMENTS
Book: None Page:

SURROGATES
Name: - DOD: - Docket #: - ITW: -

PURCHASERS
None

NOTE(S)
None

EFFECTIVE DATE: 6/15/2015 Start Deed: 1914 - 226
Total Copies: 27 Surrogate Copies: -
Reference #: VA - 1021  |  Search Type: FULL
Address: 657 BOULEVARD  |  Municipality: WESTFIELD
Tax Lot: 14  |  Tax Block: 4103  |  Tax Map: 41
Lot: 4 - S  |  Block: X  | Filed Map: 114 - B
Dev: PARK SLOPE

Chain of Title:

1. DILLARD E. BIRD  |  06/21/51 - 08/27/55
   MARY A. BIRD
   HOB M. BIRD

2. LAWRENCE F. SHAFFER  |  08/15/55 - 08/21/63
   MARY HOLMES SHAFFER
   SETH BAKER
   FLOY N. BAKERS

3. JOHN W. & ANDERSON (ANDREW) M. WOODS  |  11/23/63 - 12/18/70

4. DEREK R. BRODUS  |  05/29/74 - 06/15/75
   MARIA BRODUS

Vesting Deed: (6006 - 494) 06/10/614

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By Analysis: 4) 5) By Analysis

Purchaser: X
This Indenture, on the 22nd day of One Thousand Nine Hundred and Fifty-one, in the County of Pinellas, State of Florida.

ERNEST W. DAVIES and FRANCES P. DAVIES, his wife,  

62057 Edgewater Drive,

of Clearwater  

of the party of the first party

AND

DILLARD E. BIRD and MARY A. BIRD, his wife, as tenants by the entirety of  

657 Boulevard, Westfield, New Jersey  

of the party of the second party.

We, the said party of the first party, for and in consideration of ONE DOLLAR.

Lawful money of the United States of America, and other good and valuable consideration, to be paid to the said party of the second party, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first party being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, alienated, released, extinguished, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, extinguish, convey and confirm unto the said party of the second party, and, to their heirs and assigns forever, all those certain lots or parcels of land and premises heretofore particularly described, situate, lying and being in the Town of Westfield, in the County of Union, and State of New Jersey.

Beginning at a point in the northeasterly side line of the Boulevard distant two hundred fifteen feet and twenty-five hundredths of a foot (215.25') as measured in a northeasterly direction along said side line of the Boulevard from its intersection with the northeasterly side line of Washington Street, which beginning point is also two hundred fifteen (215) feet as measured in a northeasterly direction along said side line from its intersection with the northeasterly side line of what was formerly known as Adrian Street, running thence (1) North 35° 0' East a distance of one hundred forty-seven feet and ninety-seven hundredths of a foot (147.97') to a point; running thence (2) North 35° 0' West a distance of one hundred thirty-five (135) feet to a point; running thence (3) South 35° 0' West a distance of one hundred forty-seven feet and seventy-two hundredths of a foot (147.72') to a point in the said northeasterly side line of the Boulevard, and running thence (4) South 55° 17' East along said side line of the Boulevard a distance of one hundred thirty-five (135) feet to the point and place of BEGINNING.

BRIEFLY known as lot no. four (4) and five (5) on map entitled, Map of Park Slope, Westfield, N.J. 1908, property of Westfield Realty Improvement Company, dated January 1st, 1908.

The foregoing description being in accordance with a survey.
and mortgage, forever against the lawful heirs, executors, administrators, and assigns, of either of the said parties of the first part, and forever against all persons claiming under either of the said parties of the second part, their heirs, executors, administrators, and assigns, and against all persons claiming under or on behalf of either of the said parties of the first or second part, their heirs, executors, administrators, and assigns, and forever against all persons claiming under or in any manner whatsoever having any interest, right, title, claim, or demand in, to, or upon the said premises, or any part thereof, and all persons, whether in law or equity, and all persons claiming under any of them, and against all persons claiming under or in any manner whatsoever having any interest, right, title, claim, or demand in, to, or upon the said premises, or any part thereof, and against all persons claiming under or in any manner whatsoever having any interest, right, title, claim, or demand in, to, or upon the said premises, or any part thereof, and against all persons claiming under or in any manner whatsoever having any interest, right, title, claim, or demand in, to, or upon the said premises, or any part thereof, and against all persons claiming under or in any manner whatsoever having any interest, right, title, claim, or demand in, to, or upon the said premises, or any part thereof, and against all persons claiming under or in any manner whatsoever having any interest, right, title, claim, or demand in, to, or upon the said premises, or any part thereof, and against all persons claiming under or in any manner whatsoever having any interest, right, title, claim, or demand in, to, or upon the said premises, or any part thereof, and against all persons claiming under or in any manner whatsoever having any interest, right, title, claim, or demand in, to, or upon the said premises, or any part thereof.
In Witness Whereof, the said party of the first part have hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered
in the presence of

[Signature]

FRANCES P. DAVIES

State of New Jersey, County of UNION

As it is Remembered, That on this 22nd day of June in the year of Our Lord One Thousand Nine Hundred and Fifty-one before me, an attorney at Law of New Jersey personally appeared ERNEST W. DAVIES and FRANCES P. DAVIES, his wife, who, I am satisfied, are the grantees mentioned in the within instrument, to whom I first made known the contents thereof, and thereafter signed, sealed and delivered the same as their voluntary act and deed, for the use and purposes therein expressed.

William M. Beard, Attorney at Law of New Jersey.

Deed.

[Details and signatures]

[Date and location information]
This Indenture,

Made the sixteenth day of August, in the year of our Lord one thousand nine hundred and fifty-five, of the town of Westfield, in the County and State of New Jersey.

Dillard E. Bird and Mary A. Bird, his wife, and Nora U. Bird, his widow, all of No. 697 Boulevard, in

of the Town of Westfield, in the County of Union, and State of New Jersey,

party of the first party.

And

Lawrence P. Shafter and Mary Holmes Shafter, his wife, of No. 670 Delaware Avenue, Norfolk, Virginia, about to reside at No. 657 Boulevard, Westfield, New Jersey,

party of the second party.

Witnneweth, That the said party of the first part, for and in consideration of one dollar and other good and valuable consideration, to them in hand paid and herein acknowledged by the said party of the second part, do hereby convey, transfer, and assign, and do hereby convey, transfer, and assign all, his heirs and assigns forever, all and every part of the said land and premises, hereinafter described, to the said Lawrence P. Shafter, his wife, and assigns, forever.

Bounded 1st by a point in the northeasterly side line of the Boulevard distant two hundred and fifteen feet and twenty-five hundredths of a foot (215.25') as measured in a northerly direction along said side line of the Boulevard from its intersection with the northerly side line of Washington Street, which beginning point is also two hundred fifteen feet (215') as measured in a northerly direction along said side line from its intersection with the northerly side line of what was formerly known as Addison Street, running thence (1) North 35° 0' East a distance of one hundred forty-seven feet and ninety-seven hundredths of a foot (147.97') to a point running thence (2) North 55° 0' West a distance of one hundred thirty-five feet (135') to a point running thence (3) South 35° 0' West a distance of one hundred forty-eight feet and ninety-two hundredths of a foot (148.92') to a point in the said northeasterly side line of the Boulevard, and running thence (4) South 55° 12' East along
said side line of the Boulevard a distance of one hundred thirty-five (135) feet to the point and place of BEGINNING.

Being known as lots four (4) and five (5) on map entitled "Map of Park Slope, Westfield, N. J. 1904, property of Westfield Realty Improvement Company", filed January 21, 1905.

The foregoing description being in accordance with a survey made by Fred B. Limerick, Prof. Eng. and Land Surv., Westfield, N.J., dated Dec. 4, 1905.

being the same premises which were conveyed to said Dillard E. Bird and Mary A. Bird, his wife, by deed of Ernest H. Davies and Frances P. Davies, his wife, dated June 22, 1941 and recorded July 5, 1941 in Book 1914 of Deeds for said County at page 226.

Subject to restrictions of record, if any.

Nora Bird joins in this deed to terminate and cancel the life estate reserved in the deed above recited.
Together with all and singular he house, buildings, lawns, walks, walks, privy, privy, and annexes, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property, claims and demand whatsoever, of the said party of the first part, of, to, and to the same, of, to, and to every part and parcel thereof.

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their heirs and assigns by the only proper use, benefit and behoof of the said party of the second part, their heirs.

And the said Dillard E. Bird and Mary A. Bird

do for themselves, their heirs, executors and administrators, and assigns, and agree to and with the said party of the second part, their heirs and assigns, that they

Dillard E. Bird and Mary A. Bird are

the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivering of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the titles of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, altered or defeated in any way whatsoever; as above and here before.

And also that the said party of the first part have, have the good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid.

And also, that

Dillard E. Bird

will warrant, secure, and forever defend the said land and premises unto the said

Mary A. Bird

and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

In witness whereof, the said party of the first part have hereto set, their hand, and seal this the day and year above written.

William F. Bass

State of New Jersey, County of

Be it Remembered, That on this 25th day of August, in the year of Our Lord One Thousand Nine Hundred and fifty-five, before me, a Justice of the Peace of the State of New Jersey, personally appeared Dillard E. Bird and Mary A. Bird, his wife, and Nora M. Bird, widow, who, I am satisfied, are the persons aforesaid, and have signed, sealed and delivered the same as their voluntary act and deed, for the use and purpose herein expressed.

William F. Bass
An Attorney at Law of New Jersey
This Indenture,

Made the 24th day of July, in the year One Thousand Sixty-three.

Between LAWRENCE F. SHAFFER and MARY HOLMES SHAFFER, his wife, residing at 222 Lynn Lane

in the Town of Union and State of New Jersey, in the County of Union

and SETH BAKES and FLOY LEWIS BAKES, his wife, about to reside at 657 Boulevard

in the Town of Westfield and State of New Jersey, in the County of Union

Hereinafter known as the grantor s :

Witnesseth: That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the said grantor s do grant, bargain, sell and convey unto the said grantee s, their heirs and assigns forever

All that certain tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Town of Westfield in the County of Union and State of New Jersey:

BEGINNING at a point in the northeast to the line of the Boulevard distant two hundred fifteen feet and twenty-five hundredths of a foot (215.25') as measured in a northeasterly direction along said line of the Boulevard from its intersection with the northwesterly side line of Washington Street, which beginning point is also two hundred fifteen (215) feet as measured in a northeasterly direction along said line from its intersection with the northwesterly side line of what was formerly known as Addison Street, running thence (1) North 35° 0' East a distance of one hundred forty-seven feet and ninety-seven hundredths of a foot (147.97') to a point; running thence (2) North 55° 0' West a distance of one hundred thirty-five (135) feet to a point; running thence (3) South 35° 0' West a distance of one hundred sixty-eighth feet and seventy-two hundredths of a foot (168.72') to a point in the said northwesterly side line of the Boulevard and running thence (4) South 55° 17' East along said side line of the Boulevard a distance of one hundred thirty-five (135) feet to the point and place of BEGINNING.

BEING known as lots four (4) and five (5) on map entitled, "Map of Park Slope, Westfield, N. J. 1904, property of Westfield Realty Improvement Company", filed January 21, 1905.

BEING the same premises conveyed to Lawrence F. Shaffer and Mary Holmes Shaffer, his wife, by deed of Dillard E. Bird and Mary A. Bird, his wife, and Nora M. Bird, widow, dated August 16, 1955 and recorded August 26, 1955 in the Union County Register's Office in Book 2208 on Page 468.

BEING commonly known as 657 Boulevard, Westfield, New Jersey.

Subject to restrictions of record, if any.
To have and to hold, said premises with the appurtenances, unto the said grantee s, their heirs and assigns forever.

And the said LAWRENCE F. SHAFER and MARY HOLMES SHAFER, his wife, for themselves, their heirs and assigns do,

Covenant:

1. That the title to said premises is vested in fee simple absolute in the said grantors.

2. That they have the right and authority to convey the said premises to the said grantors.

3. That the grantee shall have peaceable and quiet possession of the said premises free from all encumbrances.

4. That the same are now free and clear of all encumbrances whatsoever, except

5. That the grantor will execute or procure such further assurances and conveyances of the said land as may be reasonably required.

6. That they will WARRANT and DEFEND the premises hereby conveyed against all persons lawfully claiming the same.

In Witness whereof, the said grantors have hereunto set their hands and seals, and do hereby convey to the proper corporate officer and execute the conveyance, and do hereby acknowledge their signatures to be genuine, the day and year first above written.

WITNESS:

[Signatures]

[Seals]

STATE OF NEW JERSEY,

COUNTY OF UNION

Be it remembered, that on this the day of July, 1872, before me, the subscriber, personally appeared LAWRENCE F. SHAFER and MARY HOLMES SHAFER, his wife, who, I am satisfied, are the persons mentioned in the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed.

[Seal]

WILLIAM D. PARK
DEED 19119

Prepared by: Paul R. Williams, Jr., Reg.

This Deed is made on
November 25, 1964

BETWEEN

Seth Bakes and Flor Lewis Bakes, his wife,

residing in
657 Boulevard, Westfield, New Jersey, 07090,

and

John W. Woods and Andrea L. Woods, his wife,

whose post office address is

about to be 657 Boulevard, Westfield,
New Jersey, 07090,

referred to as the Granter.

The Granter grants and conveys to the Grantee.

AND

657 Boulevard, Westfield, New Jersey, 07090,

referred to as the Grantee.

The Grantee acknowledges receipt of this money.

Transfer of Ownership. The Granter grants and conveys to the Grantee.

described below to the Grantee. This transfer is made for the sum of

THREE HUNDRED SEVENTY THOUSAND and 00/100

dollars ($370,000.00). The Grantee acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 40:1-13(2)) Union Township of

Westfield

Lot No. 11

Account No. 4

No property tax identification number is available on the date of this deed. It has not yet been issued.

Property. The property consists of the land and all the buildings and structures on the land in the

Town of Westfield

County of Union

and State of New Jersey. The legal description is:

BEGINNING at a point in the northeasterly side line of the Boulevard distant two hundred fifteen (215) feet

and twenty-five (25) hundredths of a foot (215.25') as measured in a northerly direction along said

side line of the Boulevard from its intersection with the northeasterly side line of Washington Street, which

beginning point is also two hundred fifteen (215) feet as measured in a northeasterly direction

along said side line from its intersection with the northerly side line of what was formerly known as

Addison Street; running thence (1) North 35 degrees 5 minutes East a distance of one hundred forty-seven

feet and ninety-seven hundredths of a foot (147.97') to a point;

running thence (2) North 55 degrees 0 minutes West a distance of one hundred thirty-five (135) feet to a point;

running thence (3) South 35 degrees 0 minutes East a distance of one hundred forty-eight feet

and seventy-two hundredths of a foot (148.72') to a point in the said northeasterly side line of the Boulevard;

and running thence (4) South 55 degrees 17 minutes East along said side line of the

Boulevard a distance of one hundred thirty-five (135) feet to the

point and place of BEGINNING.

RECORD known as lots four (4) and five (5) on map entitled "Map of

Park Slope, Westfield, N.J., 1966, property of Westfield Realty

Improvement Company" filed January 21, 1966.

COMMONLY KNOWN as 657 Boulevard, Westfield, New Jersey.

Being the same premises conveyed to the Granter herein by Deed from

Lawrence F. Shafer and Mary Holmes Shafer, his wife, dated

July 24, 1963, and recorded in the Union County Register's Office

on August 1, 1963, in Deed Book 269 at page 32.

SUBJECT to assessments and restrictions of record, if any; zoning

ordinances, and such facts as may be disclosed by an accurate survey.

COUNTY OF UNION

CONSIDERATION $370,000.00

REALTORS' TRANSFER FEE 300.00

DATE 11-25-64

083688-0074

Received and Recorded: 12/7/1990
Instr #: 19119
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. 46:2-6). 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:

[Signature]
SHEILA BAKES
[Signature]
PAUL R. WILLIAMS, JR.

STATE OF NEW JERSEY, COUNTY OF UNION
SS.

I CERTIFY that on November 29th, 1990,
SHEILA BAKES and PHYLOT LEWIS BAKES, his wife, 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 $370,000.00 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. 46:2-6.)

[Signature]
PAUL R. WILLIAMS, JR.
AN ATTORNEY AT LAW OF NEW JERSEY
STATE OF NEW JERSEY
AFFIDAVIT OF CONSENTATION OR EXEMPTION
No. 49, P.L. 1966
PARTIAL EXEMPTION
No. 196, P.L. 1970
To be received with deed pursuant to c. 49, P.L. 1966, as amended by c. 223, P.L. 1982 (N.J.S.A. 46:15-6 et seq.)

STATE OF NEW JERSEY
COUNTY OF UNION

FOR RECORDER'S USE ONLY
Consideration $370,000.00
Deed $790.00

Due 12-7-90
D 66

*Use symbol "C" to indicate that fee is exclusively for county use.

1) PARTY OR LEGAL REPRESENTATIVE

Depository: SETH BAKES

being duly sworn according to law upon the oath of the deponent and

Sworn to before the undersigned, a Notary Public in and for the State of New Jersey, in and for the County of Union, on the 9th day of November, 1990, according to law.

In the name of the Union County Superior Court, in and for the State of New Jersey.

2) CONSIDERATION

Depository states that, with respect to deed hereof, the actual amount of money and the necessary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, premises or other estate, including the summand amount of any other item or items to which the deponent is subject to varying rates of tax which is to be assessed and paid in the year in which the entire consideration is to be paid, is $370,000.00.

3) FULL EXEMPTION FROM FEE

Depository states that the deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1966, for the following reason: None of the above. (See Instruction 87.) More reference to exemption symbol is not sufficient.

4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantee(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void entire filing for partial exemption. See Instructions 83 and 89.

(a) SENOIR CITIZEN (See Instruction 88)

Grantee(s) 65 yrs. of age or over.

(b) SCHOOLS

One or two-family residential premises

Grantee(s) legally blind.

(c) BLIND (See Instruction 88)

Grantee(s) legally blind.

(d) DISABLED (See Instruction 88)

One or two-family residential premises

(e) LOW AND MIDDLE INCOME HOUSING

(f) NEW CONSTRUCTION

Not previously occupied.

Not previously used for any purpose.

Depository states that, with respect to the Real Estate Transfer Fee, the deed is payable to the Union County Board of Assessors, the Union County Treasurer, or other officer as the Board of Assessors may direct.

Depository declares that the deed transaction is exempt from the Realty Transfer Fee imposed by c.49, P.L. 1966 for the following reason(s):

1) SENOIR CITIZEN

2) SCHOOLS

3) BLIND

4) DISABLED

5) LOW AND MIDDLE INCOME HOUSING

6) NEW CONSTRUCTION

Not previously occupied.

This deed is made for the purpose of conveying a deed from the owner to the grantee(s).

Date of Deed: 12-7-90

Notary Public

PAUL H. WILLIAMS, JR.,
AN ATTORNEY AT LAW
NEW JERSEY

FOR OFFICIAL USE ONLY
This space for use of County Clerk or Register of Deeds.
Instrument Number: 12-7-90
Book: 69 Page: 15

Dead Date: 12-7-90
Deed Recorded: 12-7-90

DB3688-0076
DEED

Date: November 29th, 1990

Record and return to:

JOHNSON, SHAK, LOUGHLIN & LAMM
324 East Broad Street
P.O. Box 490
Westfield, New Jersey, 07091

FROM RANE AND FLOY LUMIS
RANE, his wife,

TO

JOHN W. NOONS and ANNEKA N.
NOONS, his wife,

Grantor.

Grantee.

END OF DOCUMENT

DB3898-0077
This Deed is made on, May 30th, 2014.

BETWEEN John W. Woods and Andrea M. Woods, (incorrectly shown as Andria M. Woods) husband and wife

whose address is 189 Cranannessett Circle, East Falmouth, Massachusetts 02536-4041 referred to as the Grantor,

AND Derek R. Broaddus and Maria Broaddus, husband and wife

whose post office address is about to be 657 Boulevard, Westfield, New Jersey 07090 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 Million Three Hundred Fifty-Five Thousand Six Hundred Fifty-Seven Dollars and NO Cents (- $1,355,657.00 dollars). The Grantor acknowledges receipt of this money.


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 Town of Westfield County of Union and the State of New Jersey. The legal description is:

Being the same premises conveyed to John W. Woods and Andria M. Woods, his wife, from Seth Bakes and Ploy Lewis Bakes, his wife, dated November 29, 1990, recorded in Book 3688 of Deeds of Union County at page 74, on December 7, 1990.

The name of the Grantor, Andrea M. Woods, was misspelled in the original recorded Deed and was never corrected.

For Metes and Bounds description, please see attached Schedule A.

Premises. The street address of the property is 657 Boulevard, Westfield, New Jersey 07090.

Premises 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).
SCHEDULE A

LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Westfield in the County of Union, State of NJ:

Beginning at a point in the northeasterly line of the Boulevard (100 foot right-of-way) distant 215.25 feet northwesterly from its intersection with the northwesterly line of Washington Street (66 foot right-of-way) and running; thence

1) North 35 degrees 00 minutes 00 seconds East a distance of 147.97 feet to a point; running thence;

2) North 55 degrees 00 minutes 00 seconds West a distance of 135.00 feet to a point; running thence;

3) South 35 degrees 00 minutes 00 seconds West a distance of 148.64 feet to a point in the said northeasterly line of the Boulevard; and running thence;

4) South 55 degrees 17 minutes 00 seconds East along said line of the Boulevard a distance 135.00 feet to the point and place of beginning

Being known as Lots 4 and 5 on map entitled "Map of Park Slope, Westfield, N.J., 1904, property of Westfield Realty, Improvement Company" filed January 21, 1905, filed September 17, 1904 Map # 114-B.


NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 14, Block 4108 on the Tax Map in the Town of Westfield in the County of Union, State of NJ.
State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER'S INFORMATION (See Instructions, Part 2)

Names(s)(s)

John W. Woods and Andrea M. Woods, husband and wife

Current Resident Address:

Street: 109 Connamassett Circle
City, Town, Post Office: East Falmouth,
State: MA
Zip Code: 02536

PROPERTY INFORMATION (Brief Partial Description)

Block(s): Lot(s): Qualifier

4108: 14

Street Address:

657 Boulevard
City, Town, Post Office: Westfield
State: NJ
Zip Code: 07090

Seller's Percentage of Ownership: Consideration: Closing Date

100%: $1,355,857.00: 6/2/2014

SELLER ASSURANCES (Check the Applicable Box, Both 2 Boxes to apply to Residents and Nonresidents)

1. ☑ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.

2. ☑ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.

3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.

4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

5. ☐ Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.

6. ☐ The total consideration for the property is $1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income tax return for the year of the sale (see instructions).

☐ No non-like kind property received.

☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

☐ The property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.

☐ The deed being recorded is a deed dated prior to the effective date of P.L. 2004, c. 55 (August 1, 2004), and was previously unrecorded.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

☐ [Signature]
Date 6/30/14
(Seller) Please include a Power of Attorney or Attorney in Fact

☐ [Signature]
Date 6/30/14
(Seller) Please include a Power of Attorney or Attorney in Fact

[Signature]
Date

DB6006-0496
STATE OF NEW JERSEY

COUNTY UNION
MUNICIPALITY OF PROPERTY LOCATION WESTFIELD

(1) PARTY OR LEGAL REPRESENTATIVE (See instructions 93 and 94 on reverse side)

Deponent, DEREK R. BROADUS being duly sworn according to law upon his/her oath, deposes and says that he/she is the GRANTEE in a deed dated 6/22/2014 transferring real property identified as Block number 1106 Lot number 14 located at 657 BOULEVARD, WESTFIELD, NEW JERSEY 07090 and annexed thereto.

(2) CONSIDERATION

Entire consideration is in excess of $1,000,000:

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.1 ET SEQ.

(A) Grantor is required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.

Class 2 - Residential
Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

Property class. Circle applicable class or classes: 1 3B 4B 4C 15

Property class: 1-Residential
2-Farm property (Regular)
3A-Commercial properties

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.A.C. 18:12-2.2, complete (C) by checking off appropriate box or boxes and (D).

Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15

Property class: 1-Residential
2-Farm property (Regular)
3A-Commercial properties

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY

Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class 1 $ 2,447,100 + .36% = $ 933,875.42
Property Class 2 $ 447,131 + .36% = $ 160,475.56
Property Class 3 $ 250,284 + .36% = $ 88,891.62
Property Class 4 $ 370,927 + .36% = $ 131,133.92
Property Class 5 $ 657,271 + .36% = $ 235,639.67

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 3A (COMMERCIAL) PROPERTY TRANSACTIONS (See instructions 94 and 97 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See instruction 98 on reverse side)

Deponent states that the deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2008, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or registrar of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 2 day of June, 2014.

PETER E. ROYAL
ID No. 2351525
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 10, 2018

DEEREK R. BROADUS
657 BOULEVARD, WESTFIELD, NJ
Granter Address

The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit www.state.nj.us/treasury/taxation/pdfs/ates.shtml.
Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

John W. Woods

Andrea M. Woods

STATE OF New Jersey, COUNTY OF Union SS:

I CERTIFY that on May 30th, 2014

John W. Woods and Andrea M. Woods, 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: $1,345,657.00 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.)

WENDY M. HANRAHAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/13/2015

DEED

John W. Woods and Andrea M. Woods, husband and wife
Grantor,

Derek R. Broaddus and Marie Broaddus, husband and wife
Grantee.

Dated: May 30th, 2014

Record and return to:

Steven J. Burke, Esq.
Youngs & Burke
141 River Street
Westfield, NJ 07090

NRT TITLE AGENCY, LLC
PO Box 767
Millburn, NJ 07078

Case No. 251323

END OF DOCUMENT

NRT TITLE AGENCY LLC
65 Essex Street
Millburn, NJ 07078

Inst.#
281323

Charge

Recording Fees
83.00

Deed

Inst.#
281323

NJ 07041

RT Fee
27,458.17

686606-0498
Return To:
Coldwell Banker Home Loans
1 Mortgage Way, Mount Laurel NJ 08054

Prepared By:
Angeline DeJesus
1 Mortgage Way, Mount Laurel, NJ 08054

MORTGAGE
MIN 100167571307899644

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 02, 2014 together with all Riders to this document.

(B) "Borrower" is Derek R Breadus, A MARRIED MAN, Maria Breadus

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
(D) "Lender" is PHH Home Loans, LLC d/b/a Coldwell Banker Home Loans

Lender is a Limited Liability Company
organized and existing under the laws of Delaware
Lender’s address is 1 Mortgage Way, Mount Laurel, NJ 08054

(E) "Note" means the promissory note signed by Borrower and dated June 02, 2014
The Note states that Borrower owes Lender
One Million Eighty-Four Thousand Five Hundred Twenty-Five Dollars and Zero Cents Dollars
(U.S. $1,084,525.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 01, 2044
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Condominium Rider
- Second Home Rider
- Balloon Rider
- Planned Unit Development Rider
- 1-4 Family Rider
- VA Rider
- Biweekly Payment Rider
- Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearhouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For these purposes, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of 

UNION 

[Type of Recording Jurisdiction] 

[Name of Recording Jurisdiction]

See Attached Legal Description

Property Account Number: 
657 Boulevard 
WESTFIELD 
("Property Address"): 

which currently has the address of 

657 Boulevard 
WESTFIELD 
(City), New Jersey 07090 (Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

713789964

NEW JERSEY - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 5 of 18

Inmate: 

Form 3031 1/01

M13771-0712
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

[Signatures]

(Peter E. Royal)
ID No. 2368296
Notary Public of New Jersey
My Commission Expires Jan. 40, 2018

(Peter E. Royal)
ID No. 2368296
Notary Public of New Jersey
My Commission Expires Jan. 40, 2018

(Signature)
(Borrower)

(Signature)
(Borrower)

(Signature)
(Borrower)

(Signature)
(Borrower)
SCHEDULE A

LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Westfield in the County of Union, State of NJ:

Beginning at a point in the northeasterly line of the Boulevard (100 foot right-of-way) distant 215.25 feet northwesterly from its intersection with the northwesterly line of Washington Street (66 foot right-of-way) and running; thence

1) North 35 degrees 00 minutes 00 seconds East a distance of 147.97 feet to a point; running thence;

2) North 55 degrees 00 minutes 00 seconds West a distance of 135.00 feet to a point; running thence;

3) South 35 degrees 00 minutes 00 seconds West a distance of 148.64 feet to a point in the said northeasterly line of the Boulevard; and running thence;

4) South 55 degrees 17 minutes 00 seconds East along said line of the Boulevard a distance 135.00 feet to the point and place of beginning

Being known as Lots 4 and 5 on map entitled "Map of Park Slope, Westfield, N.J., 1904, property of Westfield Realty, Improvement Company" filed January 21, 1905, filed September 17, 1904 Map # 114-B.


NOTE FOR INFORMATIONAL PURPOSES ONLY: Being known and designated as Lot 14, Block 4108 on the Tax Map in the Town of Westfield in the County of Union, State of NJ.
STATE OF NEW JERSEY, UNION

On this 2nd day of June, 2014, before me, the subscriber,
personally appeared

Derek R Broaddus, Maria Broaddus

who, I am satisfied, is/are the person(s) named in and who executed the within instrument, and thereupon acknowledged that he/she/they signed, sealed and delivered the same as his/her/their act and deed, for the purposes therein expressed.

Notary Public

PETER E. ROYAL
ID No. 2989996
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 30, 2018

Loan origination organization: PHH Home Loans, LLC d/b/a Coldwell Banker Home Loans
NMLS ID 4256
Loan originator: Michael John Stepak Jr
NMLS ID 28268

END OF DOCUMENT

NRT TITLE AGENCY LLC
66 ESSEX STREET
P O BOX 787
MILLBURN
NJ 07041

Inst. #: 588546
Charge: 183.00

Recording Fee: 183.00
RT Fee: .00

7130789964
NEW JERSEY - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS
Page 15 of 18
Form 3931 1/01

#3771-0725
In Search of The Watcher

For Sale Advertised in Westfield Leader


newspaper article
www.goldeader.com/15jul02

Feedback

The closing took place at Youghans and Burke on Elmer Street in Westfield. If the Watcher is in the walls of the house, how would it know the details so soon?

Since The Watcher letters were postmarked in Kearney, means they were not mailed in Westfield? Could have been a nearby town though. A watcher though would probably think not to mail it locally for fear of being revealed; unless of course it is knowledgeable of how crazy the post office is in delivering mail. A letter mailed from Garwood to Westfield one mile away; the PO sends it to Kearney first to be sorted, then to Rahway to be sorted again, then to Westfield (takes 2-5 days).

If lawsuit has merit, why isn’t everyone involved being sued?

Is the house currently for sale? What realtor has the contract?

It’s been a year now, any more Watcher letters?

End of File