



FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20461

THIS IS THE END OF MUR # 905

Date Filmed 6/14/79 Camera No. --- 2

Cameraman GPC

9040132633

FEDERAL ELECTION COMMISSION

Statement from James A.
Causter

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

- | | |
|---|---|
| ☐ (1) Classified Information | ☒ (6) Personal privacy |
| ☐ (2) Internal rules and practices | ☐ (7) Investigatory files |
| ☐ (3) Exempted by other statute | ☐ (8) Banking Information |
| ☒ (4) Trade secrets and commercial or financial information | ☐ (9) Well Information (geographic or geophysical) |
| ☐ (5) Internal Documents | |

Signed

date

James A. Causter
8 March 1979

19040132634

PS Form 3811 Apr 1977

RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

Callahan M. H. S. 1585

● SENDER: Complete items 1, 2, and 3.
Add your address in the "RETURN TO" space on reverse.

1. The following service is requested (check one).
☐ Show to whom and date delivered. c
☒ Show to whom, date, and address of delivery. c
☐ RESTRICTED DELIVERY
 Show to whom and date delivered. c
☐ RESTRICTED DELIVERY
 Show to whom, date, and address of delivery. \$ c
 (CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO *Gudant*
114 E. Redgewood
Dennville, N.Y.

3. ARTICLE DESCRIPTION
 REGISTERED NO. *438255* CERTIFIED NO. *07834* INSURED NO. *07834*

(Always obtain signature of addressee or agent)

I have received the article described above.
 SIGNATURE ☒ Addressee ☐ Authorized agent
[Signature]

4. DATE OF DELIVERY *8* POSTMARK *8*

5. ADDRESS (Complete only if requested)

6. UNABLE TO DELIVER BECAUSE

CLERK'S INITIALS

79040132636

Callahan MUR 905

PS Form 3811 Apr 1977 RETURN RECEIPT REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3
Add your address in the "RETURN TO" space on reverse

1. The following service is requested (check one)
☐ Show to whom and date delivered. _____ c
☒ Show to whom, date, and address of delivery. _____ c
☐ RESTRICTED DELIVERY
Show to whom and date delivered. _____ c
☐ RESTRICTED DELIVERY
Show to whom, date, and address of delivery. \$ _____
(CONSULT POSTMASTER FOR FEES)

2. ARTICLE ADDRESSED TO: *Briggs J. Counten*
for 325
Cannon HOB

3. ARTICLE DESCRIPTION: *Wash DC 20515*
REGISTERED NO. *438259* CERTIFIED NO. _____ INSURED NO. _____
(Always obtain signature of addressee or agent)

I have received the article described above
SIGNATURE ☐ Addressee ☐ Authorized agent
114 E. Redwood Pkwy
Denville NJ 07834

4. DATE OF DELIVERY: *Mar 13 1979* POSTMARK: *DENVILLE, NJ*

5. ADDRESS (Complete only if requested):
Mar 13 1979

6. UNABLE TO DELIVER BECAUSE: _____
CLERK'S INITIALS: _____



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 8, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Honorable James Courter
Room 325
Cannon House Office Building
Washington, D.C. 20515

RE: MUR 905

Dear Congressman Courter:

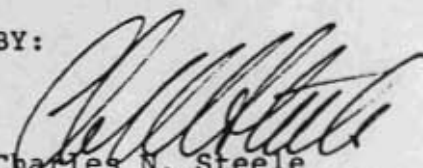
On March 6, 1979, the Commission determined to terminate its investigation in MUR 905. A copy of the Commission's determination and the General Counsel's Report is enclosed for your information.

Accordingly, the Commission intends to take no further action and close its file in this matter.

Sincerely,

William C. Oldaker
General Counsel

BY:


Charles N. Steele
Associate General Counsel

Enclosures:

1. Commission Certification
2. General Counsel's Report

79040132637



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Honorable James Courter
Room 325
Cannon House Office Building
Washington, D.C. 20515

RE: MUR 905

Dear Congressman Courter:

On February , 1979, the Commission determined to terminate its investigation in MUR 905. A copy of the Commission's dtermination and the General Counsel's Report is enclosed for your information.

Accordingly, the Commission intends to take no further action and close its file in this matter.

WCO
2/17/79

Sincerely,

William C. Oldaker
General Counsel

Enclosures:

1. Commission Certification
2. General Counsel's Report

79040132638



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

March 8, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert C. Grant
114 East Ridgewood Parkway
Dennville, New Jersey 07834

Re: MUR 905

Dear Mr. Grant:

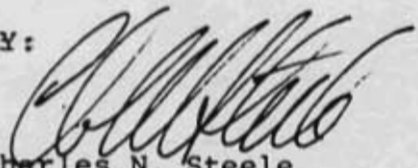
On March 6, 1979, the Commission determined to terminate its investigation in MUR 671. Accordingly, the Commission intends to close its files in this matter.

If further information comes to your attention which you believe establishes a violation of the Federal Election Campaign Act of 1971, as amended, please contact me.

Sincerely,

William C. Oldaker
General Counsel

BY:


Charles N. Steele
Associate General Counsel

940132639



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert C. Grant
114 East Ridgewood Parkway
Dennville, New Jersey 07834

Re: MUR 905

Dear Mr. Grant:

On February , 1979, the Commission determined to terminate its investigation in MUR 671. Accordingly, the Commission intends to close its files in this matter.

If further information comes to your attention which you believe establishes a violation of the Federal Election Campaign Act of 1971, as amended, please contact me.

Sincerely,

smc
8/7/79

William C. Oldaker
General Counsel

79040132640

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
James A. Courter)

MUR 905

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on March 6, 1979, the Commission determined by a vote of 5-0 to adopt the following recommendations, as set forth in the General Counsel's Report dated March 1, 1979, regarding the above-captioned matter:

1. Find no reasonable cause to believe that James A. Courter violated 2 U.S.C. §441a.
2. Send the notification letters attached to the above-named report.

Voting for this determination were Commissioners Aikens, Friedersdorf, Tiernan, McGarry, and Harris.

Attest:

3/7/79

Date

Marjorie W. Emmons

Marjorie W. Emmons
Secretary to the Commission

Received in Office of Commission Secretary: 3-2-79, 11:03
Circulated on 48 hour vote basis: 3-2-79, 4:30

199040132641

March 2, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 905

Please have the attached General Counsel's Report
on MUR 905 distributed to the Commission on a 48 hour
tally basis.

Thankyou.

79040132642

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

BEFORE THE FEDERAL ELECTION COMMISSION

79 MAR 2 All: 03

In the Matter of

James A. Courter

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)
)
)
)
)

MUR 905

GENERAL COUNSEL'S REPORT

BACKGROUND

On January 25, 1979, the Commission found reason to believe that Congressman James A. Courter may have violated 2 U.S.C. §441a by accepting contributions in excess of the limitations of that section.

The Commission's finding was based on a complaint filed by Robert Grant which alleged that "someone" gave the Congressman funds to purchase a home which he then mortgaged for the purpose of "laundering funds from an unknown source for use in his campaign." The complainant's allegation was based on the premise that Courter paid cash for a home he purchased in July of 1978 in the amount of \$125,000; an amount which the complainant contends exceeded the candidates personal assets at that time.

EVIDENCE/ANALYSIS

In response to the Commission's notification of the possible §441a violation, both the respondent and his attorney submitted affidavits in connection with the transactions at issue as well as copies of documents pertaining to the property purchase in question.

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Congressman Courter's affidavit states in part,

"Every dollar placed in the Courter for Congress account by myself was the result of depleting checking and savings accounts, divesting myself of assets acquired years before the campaign and by placing directly in the campaign monies earned during 1978."

79040132644
The affidavit details each transaction made by Courter in connection with his campaign; there is no evidence to indicate that Congressman Courter used any mortgage proceedings to finance his campaign. Conversely, it seems clear that Congressman Courter financed his campaign from money received through transactions outlined in his affidavit. Richard Hare, attorney for Congressman Courter, also submitted an affidavit which refutes the complainants contention that Courter paid \$125,000 in cash for the 19 Reese Road property and which sets forth in careful detail the entire transaction involving the property. From the evidence, it appears that the complainant erroneously assumed that the two \$50,000 mortgages secured by Courter were used in connection with his campaign rather than in connection with his purchase of the 19 Reese Avenue property.

The affidavit and documents submitted by Mr. Hare, indicate that "the first mortgage was on the new property, 19 Reese Avenue in the amount of \$50,000 and consititutes a First Purchase Money mortgage. (See Exhibit A, attached)

The second mortgage is in the nature of a Bridge Loan in the amount of \$50,000 and is secured by a mortgage on the former home of the Courters." (See Exhibit B, attached) The remaining \$25,805.00 was apparently paid in cash by Courter.

The facts and documentation submitted by the respondent in this case appear to refute all allegations made by the complainant. There is no evidence to indicate a violation of 2 U.S.C. §441a has been committed by James A. Courter.

RECOMMENDATION

1. Find no reasonable cause to believe that James A. Courter violated 2 U.S.C. §441a.
2. Send attached notification letters.

1 March 1979
Date


William C. Oldaker
General Counsel

Attachments

Exhibit A
Exhibit B
Notification letters

79040132645

V S T

This Mortgage, made the 14th day of July 1978

Between

JAMES A. COURTER & CARMEN COURTER, married to each other,

residing at 19 Reese Avenue
in the Town of Hackensack
Warren and State of New Jersey in the County of
hereinafter designated as the Mortgagors,
And

GARDEN STATE NATIONAL BANK, a banking corporation organized
and existing under the laws of the United States of America

~~located at~~ located at 10 Forest Avenue
in the Boro of Paramus
Bergen and State of New Jersey in the County of
hereinafter designated as the Mortgagee;
Whereas, the said Mortgagors are justly indebted to said Mortgagee, in the sum of

FIFTY THOUSAND (\$50,000.00) Dollars,
lawful money of the United States of America, to be paid according to Mortgagors' certain Bond or
obligation in the like sum and bearing even date with these presents (the terms, covenants and condi-
tions of which are made a part hereof) and conditioned for the payment of the said sum, lawful money
as aforesaid, to the said Mortgagee, on August 1, 2003 ~~xxx~~, and interest thereon,
to be computed from July 14, 1978, at and after the rate of 8 1/2 per cent
per year, payable in the following manner:

Interest only shall be payable from the date hereof through the current month and
thereafter, the sum of \$403.00 per month. Said monthly payments to be applied first
to interest and the balance towards the reduction of principal commencing September 1, 1978
and every month thereafter until the 1st day of August, 2003 at which time the entire
unpaid balance of principal and interest shall become due and payable.

Should this loan be prepaid during the first year from its inception, a prepayment
penalty will be imposed on the basis of 3% of the balance of the mortgage loan as of
date of prepayment; during the second year 2% of the balance of the mortgage loan as
of date of prepayment; and during the third year 1% of the balance of the mortgage loan
as of date of prepayment. Privilege is granted thereafter to prepay, without penalty,
the balance of the loan or additional scheduled principal installments on any interest
date.

The obligors agree that they will punctually make payment of any and all taxes and
assessments which become due upon the real property described in the mortgage given
to secure the indebtedness, and will exhibit the receipts therefore to the obligee
within 30 days after such payment is due.

The Mortgagee may collect a late charge not to exceed five cents for each dollar of
each payment more than fifteen days in arrears, to cover the extra expense involved
in handling delinquent payments.

In the event of any change in ownership in the property, the obligee/mortgagee may,
at its option, demand that the balance of the principal amount together with interest
thereon shall become due and payable.
And the said Mortgagors do covenant and agree to pay unto the said Mortgagee, the said sum of
money and interest, as mentioned above and expressed in the said Bond or other obligation.

And it is hereby expressly agreed that should any default be made in the payment of the said
interest and principal or of any part thereof, on any
day whereon the same is made payable as herein expressed, or should any tax, assessment, water rent
or other municipal or governmental rate, charge, imposition or lien, now or hereafter imposed or
acquired upon the premises described in this Mortgage, be or become due and payable, and should the
said interest and principal or any part thereof re-
main unpaid and in arrears for the space of thirty (30) days, or said tax, assessment,
water rent or other municipal or governmental rate, charge, imposition or lien, or any of them, remain
unpaid and in arrears for the space of thirty (30) days, then and from thenceforth, that
is to say, after the lapse or expiration of either of the said periods, as the case may be, or should there
occur any default by the Mortgagors, in the performance of any other terms, covenants and conditions
herein contained, the aforementioned principal sum together with interest and all arrearages of
interest thereon, shall, at the option of the said Mortgagee, become and be due and payable immediately
thereafter, although the period herein limited for the payment thereof may not then have expired, any-
thing herein contained to the contrary notwithstanding. The said Mortgagee may, at Mortgagee's
option, pay such tax, assessment, water rent or other municipal or governmental rate, charge, imposi-
tion or lien, in arrears, and the amount so paid shall be added to and become part of the principal sum
evidenced by the said Bond or other obligation and secured by this Mortgage, and shall be payable on
demand, with interest at 8 1/2 %, per year, from the time of such payments.

Now this Indenture Witnesseth, that the said Mortgagors, for better securing the payment
of the said sum of money mentioned in the condition of the said Bond or obligation, with interest
thereon, and the performance by them of the terms, covenants and conditions herein contained, accord-
ing to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar
to the Mortgagors in hand paid by the said Mortgagee at or before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released,

conveyed and confirmed and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said Mortgagee, forever,

All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Town of Hackettstown and State of New Jersey in the County of Warren

BEGINNING at an iron pipe found in the northeasterly sideline of Reese Avenue, said iron pipe being the Fourth corner of a Deed filed in the Warren County Clerk's Office, in Deed Book 455, Page 337, being also corner of the lands of R. E. Backenstoss; and running thence (1) along line of lands of R.E. Backenstoss, South 51° 51' East 482.60 feet to an iron pipe found being a corner of R. E. Backenstoss in line of lands of the Hackettstown Board of Education; thence (2) along Board of Education lands, South 24° 45' West 122.57 feet to a corner in said line being a corner also of lands of the New Jersey State Fish Hatchery; thence (3) along lands of the New Jersey State Fish Hatchery, North 51° 51' West 497.45 feet to a monument found in the northeasterly sideline of Reese Avenue being also a corner of the New Jersey State Fish Hatchery; thence (4) along aforementioned sideline of Reese Avenue, North 31° 40' East 120.00 feet to the place of Beginning.

BEING the same land and premises conveyed to the Mortgagors herein by Deed of Damial Properties, Inc. bearing date of these presents and about to be recorded simultaneously herewith.

Property known as 19 Reese Avenue, Hackettstown, Warren County, New Jersey.

THE within Mortgage is a First Purchase Money Mortgage given to secure a part of the consideration mentioned in said Deed.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof.

And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the said Mortgagors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the said Mortgagee and to Mortgagee's heirs and assigns forever.

And the said Mortgagors covenant with the said Mortgagee that the Mortgagors are seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereto unto the Mortgagee, against all lawful claims whatsoever.

Provided always, and these presents are upon this express condition, that if the said Mortgagors shall well and truly pay unto the said Mortgagee, the said sum of money mentioned in the said Bond or obligation, and the interest thereon, at the time and times and in the manner mentioned in the said Bond or obligation, according to the true intent and meaning thereof, then these presents and the estate hereby granted, shall cease, terminate and be void.

And the said Mortgagors, the owners of the land above described, do further covenant and agree to and with the said Mortgagee, that the said Mortgagors will pay in full, all taxes levied or to be levied upon the lands embraced in this Mortgage, and will not claim any credit on or make any deduction from the interest or principal hereby secured, by reason of the payment of any taxes so levied or to be levied during the continuance of the lien of this Mortgage; and upon the breach of this covenant or any part thereof, this Mortgage may become and be due and payable immediately, at the option of the said Mortgagee.

And it is also Agreed, that the said Mortgagors shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, insured against loss or damage against fire and other hazards, extended coverage & flood hazard insurance, if applicable by insurers and in an amount approved by the said Mortgagee, and will assign the policy and certificates thereof to the said Mortgagee; and in default thereof, it shall be lawful for the said Mortgagee to effect such insurance, and the premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand, with interest at the rate of $8\frac{1}{2}\%$ per year, from the time of payment of such premiums.

And the said Mortgagors shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, in good and substantial repair. Failure so to do shall be a default in the terms and conditions of this Mortgage and the Bond or other obligation accompanying same. It shall be lawful for the Mortgagee, upon such default, to enter upon said premises and repair and keep the same in good and substantial repair; and the cost and expense thereof shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand together with interest at the rate of $8\frac{1}{2}\%$ per year from the time of payment of such costs and expenses.

And said Mortgagors agree that if default shall be made in any of the aforesaid covenants or conditions, then, in addition to all rights, remedies and recourses permitted by law, the said Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises, and to let the said premises, and receive the rents, issues and profits thereof, and to apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured; and said rents and profits are, in the event of any such default, hereby assigned to the said Mortgagee; and the said Mortgagee shall also be at liberty immediately after any such default, upon proceedings being commenced for the foreclosure of this Mortgage, to apply for the appointment of a receiver of the rents and profits of the said premises, and be entitled to the appointment of such receiver as a matter of right, as security for the amounts due the said Mortgagee, without consideration of the value of the mortgaged premises or solvency of any person or persons liable for the payment of such amounts.

Failure of the Mortgagee, in any one or more instances, to insist upon strict performance by the Mortgagors of any terms, covenants or conditions of this Mortgage, or to exercise any option or election herein conferred, shall not be deemed to be a waiver or relinquishment for the future of any such terms, covenants, conditions, elections or options.

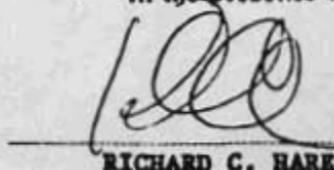
Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

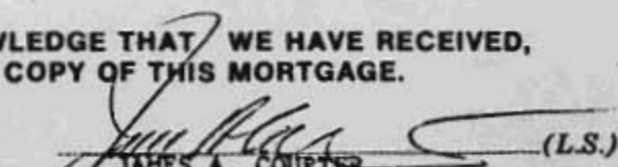
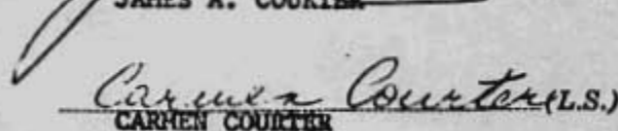
In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Mortgagors have hereunto set their hands and seals the day and year first above written.

WE HEREBY DECLARE AND ACKNOWLEDGE THAT WE HAVE RECEIVED,
WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

Signed, Sealed and Delivered
in the presence of


RICHARD C. HARE

 (L.S.)
JAMES A. COURTER
 (L.S.)
CARMEN COURTER

State of New Jersey, County of
that on

July 14

WARREN, before me, the subscriber,
78

ss.: Be it Remembered,

persons. An Attorney at Law of New Jersey

JAMES A. COURTER, & CARMEN COURTER
who, I am satisfied, are the person named in and who executed 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.

Prepared by:

COURTER, ROBERT & HARE, P. A.
256 Main Street, P. O. Box 470
Hackensack, N. J. 07640

RICHARD C. HARE
AN ATTORNEY AT LAW OF NEW JERSEY

Certified True

Mortgage

JAMES A. COURTER

&
CARMEN COURTER, married
to each other.
TO

GARDEN STATE NATIONAL BANK

Dated July 14 19 78

To the Register or Clerk
County of

The within mortgage having been fully paid
and satisfied, you are hereby authorized to
cancel same of record.

Dated: 19

(L. S.)

Signature of Mortgagee hereby certified to
be genuine.

President

Test:

Secretary

FOR BANK USE ONLY
DUE 10-12-78
INT. 1156.25

EXHIBIT "S"
4 0 1 3 2 6 570520
GARDEN STATE NATIONAL BANK
PARAMUS, N.J.

FEC EXHIBIT B
Renewed 10/11/77
Loan \$ 50,000

TIME COLLATERAL PROMISSORY NOTE

\$ 50,000.00

JULY 14 1978

90 DAYS

after date, the undersigned promises to pay to the order of GARDEN STATE NATIONAL BANK (herein called the "Bank") at its office, 10 Forest Avenue, Paramus, New Jersey 07652 or at such other place as is designated by the holder hereof.

The sum of **FIFTY THOUSAND DOLLARS AND NO CENTS******* Dollars
(**\$50,000.00**), on **OCT. 12, 1978**; in the event that the loan interest rate is discount at the rate

of % per annum, together with interest after maturity at the highest lawful discount rate from the maturity date
aforementioned; or together with interest at the rate of **9 1/4** % per annum from the date hereof in the event that
simple interest is to be computed on this note.

1. Each maker, endorser and/or guarantor covenants and agrees with the holder of this note that the interest rate is (simple) (discount).
2. To secure the payment of the note and any other liabilities of the undersigned to the Bank, whether now existing or hereafter arising, the undersigned
grant to the Bank a security interest in the following collateral:

**INDENTURE OF MORTGAGE AGAINST PROPERTY LOCATED AT 5 REESE AVE.,
HACKETTSTOWN, N.J. ALSO KNOWN AS LOT 25 BLOCK 107**

together with proceeds and products thereof.

(b) Any amounts which the Bank, from time to time may owe to any of them, including any balance or share of any deposit or other account. This right
is in addition to the Bank's right of set-off.

(c) Any other property, tangible or intangible, owned by or in which the undersigned have an interest which is or may hereafter be in the possession or
control of the Bank.

3. If other liabilities of any of the undersigned to the Bank are in existence when this note is paid, then notwithstanding the surrender of this note, the
Bank may retain the collateral and have all rights and remedies available to it including those granted or referred to in this note.

4. The Bank may vote the collateral; collect all dividends thereon; take control of any proceeds; notify any person obligated on the collateral of the Bank's
security interest therein and to make payments directly to the Bank; and transfer all or part of the collateral into the name of itself or its nominee.

5. If the Bank negotiates or transfers this note the Bank may deliver all or any part of the collateral to the transferee or holder who shall succeed to the
rights of the Bank. Upon such negotiation or transfer the Bank shall be relieved and discharged from any liability or responsibility in connection with the
transferred collateral but all rights of the Bank shall be preserved with respect to any collateral retained by it.

6. The Bank shall have no duty to collect or protect the collateral or any proceeds; to preserve rights of the undersigned against prior parties; to realize on
the collateral in any particular manner or seek reimbursement from any particular source.

7. The Bank, at its election, may grant any extension postponement of time of payment, indulgence, or permit any substitution, exchange or release of
collateral and may add to or release any parties primarily or secondarily liable.

8. Each maker and/or endorser of this note guarantees payment thereof and waives presentment, demand, notice of non-payment, protest, and notice of
protest, and consents to, and waives notice of every renewal of extension of time for payment and every release of collateral security.

9. The undersigned assume full responsibility for taking any necessary steps to protect any of the collateral in the Bank's possession including without
limitation, the exercise of any rights respecting the collateral. The Bank shall have exercised reasonable care in the preservation and protection of the collateral
if it takes such action for that purpose as the undersigned shall request in writing but no omission to comply with any such request of itself shall be deemed
failure to exercise reasonable care.

10. The Bank may

(a) date this note as of the date of the making of the loan.

(b) complete any blank spaces in the note according to the terms upon which the loan is granted, and

(c) cause the signature of one or more co-makers or endorsers in addition to the original number to be added at any time or times without notice to the
undersigned.

11. If this note is placed in the hands of an attorney for collection the undersigned shall pay an amount equal to 15% of the unpaid principal and interest as
an attorney's fee, which amount the undersigned agree is reasonable.

12. If payment of this note is made by any co-maker or endorser the Bank is authorized, at its election to surrender the collateral and this note to the
person making such payment.

13. The undersigned shall be in default hereunder and this note and any other obligations of the undersigned to the Bank, at the election of the Bank, shall
become immediately due and payable at any time the Bank deems itself insecure and in all events upon the occurrence of any of the following:

(a) Failure to pay when due the principal and/or interest on the note;

(b) Change in the condition or affairs, financial or otherwise, of the undersigned or of any endorser, guarantor or surety for the liability of the
undersigned to the Bank which in the opinion of the Bank impairs the Bank's security or increases its risk.

(c) Death of any of the undersigned, termination of business or commencement of any insolvency and/or bankruptcy proceedings by or against any
of the undersigned, or if any of them become insolvent.

(d) If this note is secured by a security agreement then upon the occurrence of any event of default under the terms of the security agreement.

14. This note and the rights and remedies of the Bank with respect to all collateral in which the Bank has a security interest by this note or otherwise shall
be governed by the law of New Jersey.

15. The undersigned, if more than one, agree to be jointly and severally liable hereunder, and that the term "undersigned" as used herein, means any one
of them.

5 REESE AVENUE

(Address)
HACKETTSTOWN, N.J. 07840

(Address)

(Borrower's name)

CARMEN COURTER

JAMES A. COURTER

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis
of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a
binding contract); because all or part of the applicant's income derives from any public assistance program; or because the
applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers
compliance with this law concerning this bank is Comptroller of the Currency, Consumer Affairs Division, Washington, D.C.
20219.

CLEO 1007 B-3/23/77

90



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Honorable James Courter
Room 325
Cannon House Office Building
Washington, D.C. 20515

RE: MUR 905

Dear Congressman Courter:

On February , 1979, the Commission determined to terminate its investigation in MUR 905. A copy of the Commission's dtermination and the General Counsel's Report is enclosed for your information.

Accordingly, the Commission intends to take no further action and close its file in this matter.

Sincerely,

William C. Oldaker
General Counsel

Enclosures:

1. Commission Certification
2. General Counsel's Report

79040132651



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert C. Grant
114 East Ridgewood Parkway
Dennville, New Jersey 07834

Re: MUR 905

Dear Mr. Grant:

On February , 1979, the Commission determined to terminate its investigation in MUR 671. Accordingly, the Commission intends to close its files in this matter.

If further information comes to your attention which you believe establishes a violation of the Federal Election Campaign Act of 1971, as amended, please contact me.

Sincerely,

William C. Oldaker
General Counsel

7 9 0 4 0 1 3 2 6 5 2

FOR BANK USE ONLY

DUE 10-12-78

INT. 1156.25

EXHIBIT 47530

GARDEN STATE NATIONAL BANK

PARAMUS, N.J.

Renewed 10/11/78

Loan \$ 50,000.00

TIME COLLATERAL PROMISSORY NOTE

\$ 50,000.00

90 DAYS

79 FEB 27 AM 11:28 JULY 14 1978

after date, the undersigned promises to pay to the order of GARDEN STATE NATIONAL BANK (herein called the "Bank") at its office, 10 Forest Avenue, Paramus, New Jersey 07652 or at such other place as is designated by the holder hereof.

The sum of **FIFTY THOUSAND DOLLARS AND NO CENTS******* Dollars

(\$ 50,000.00), on **OCT. 12, 1978**; in the event that the loan interest rate is discount at the rate

of % per annum, together with interest after maturity at the highest lawful discount rate from the maturity date
 aforementioned; or together with interest at the rate of 9% % per annum from the date hereof in the event that
 simple interest is to be computed on this note.

1. Each maker, endorser and/or guarantor covenants and agrees with the holder of this note that the interest rate is (simple) (discount).
 2. To secure the payment of the note and any other liabilities of the undersigned to the Bank, whether now existing or hereafter arising, the undersigned
 grant to the Bank a security interest in the following collateral:

**INDENTURE OF MORTGAGE AGAINST PROPERTY LOCATED AT 5 REESE AVE.,
 HACKETTSTOWN, N.J. ALSO KNOWN AS LOT 25 BLOCK 107**

together with proceeds and products thereof.

(b) Any amounts which the Bank, from time to time may owe to any of them, including any balance or share of any deposit or other account. This right
 is in addition to the Bank's right of set-off.

(c) Any other property, tangible or intangible, owned by or in which the undersigned have an interest which is or may hereafter be in the possession or
 control of the Bank.

3. If other liabilities of any of the undersigned to the Bank are in existence when this note is paid, then notwithstanding the surrender of this note, the
 Bank may retain the collateral and have all rights and remedies available to it including those granted or referred to in this note.

4. The Bank may vote the collateral; collect all dividends thereon; take control of any proceeds; notify any person obligated on the collateral of the Bank's
 security interest therein and to make payments directly to the Bank; and transfer all or part of the collateral into the name of itself or its nominee.

5. If the Bank negotiates or transfers this note the Bank may deliver all or any part of the collateral to the transferee or holder who shall succeed to the
 rights of the Bank. Upon such negotiation or transfer the Bank shall be relieved and discharged from any liability or responsibility in connection with the
 transferred collateral but all rights of the Bank shall be preserved with respect to any collateral retained by it.

6. The Bank shall have no duty to collect or protect the collateral or any proceeds; to preserve rights of the undersigned against prior parties; to realize on
 the collateral in any particular manner or seek reimbursement from any particular source.

7. The Bank, at its election, may grant any extension postponement of time of payment, indulgence, or permit any substitution, exchange or release of
 collateral and may add to or release any parties primarily or secondarily liable.

8. Each maker and/or endorser of this note guarantees payment thereof and waives presentment, demand, notice of non-payment, protest, and notice of
 protest, and consents to, and waives notice of every renewal of extension of time for payment and every release of collateral security.

9. The undersigned assume full responsibility for taking any necessary steps to protect any of the collateral in the Bank's possession including without
 limitation, the exercise of any rights respecting the collateral. The Bank shall have exercised reasonable care in the preservation and protection of the collateral
 if it takes such action for that purpose as the undersigned shall request in writing but no omission to comply with any such request of itself shall be deemed
 failure to exercise reasonable care.

10. The Bank may

(a) date this note as of the date of the making of the loan.

(b) complete any blank spaces in the note according to the terms upon which the loan is granted, and

(c) cause the signature of one or more co-makers or endorsers in addition to the original number to be added at any time or times without notice to the
 undersigned.

11. If this note is placed in the hands of an attorney for collection the undersigned shall pay an amount equal to 15% of the unpaid principal and interest as
 an attorney's fee, which amount the undersigned agree is reasonable.

12. If payment of this note is made by any co-maker or endorser the Bank is authorized, at its election to surrender the collateral and this note to the
 person making such payment.

13. The undersigned shall be in default hereunder and this note and any other obligations of the undersigned to the Bank, at the election of the Bank, shall
 become immediately due and payable at any time the Bank deems itself insecure and in all events upon the occurrence of any of the following:

(a) Failure to pay when due the principal and/or interest on the note;

(b) Change in the condition or affairs, financial or otherwise, of the undersigned or of any endorser, guarantor or surety for the liability of the
 undersigned to the Bank which in the opinion of the Bank impairs the Bank's security or increases its risk.

(c) Death of any of the undersigned, termination of business or commencement of any insolvency and/or bankruptcy proceedings by or against any
 of the undersigned, or if any of them become insolvent.

(d) If this note is secured by a security agreement then upon the occurrence of any event of default under the terms of the security agreement.

14. This note and the rights and remedies of the Bank with respect to all collateral in which the Bank has a security interest by this note or otherwise shall
 be governed by the law of New Jersey.

15. The undersigned, if more than one, agree to be jointly and severally liable hereunder, and that the term "undersigned" as used herein, means any one
 of them.

5 REESE AVENUE

(Address)

HACKETTSTOWN, N.J. 07840

(Address)

(Borrower's name)

CARMEN COURTER

JAMES A. COURTER

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis
 of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a
 binding contract); because all or part of the applicant's income derives from any public assistance program; or because the
 applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers
 compliance with this law concerning this bank is Comptroller of the Currency, Consumer Affairs Division, Washington, D.C.
 20219.

CL D 1007 B-3/23/77

11:00

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U.S. HOUSE OF REPRESENTATIVES

WASHINGTON, D.C. 20515

PUBLIC DOCUMENT

OFFICIAL BUSINESS

Jim Cooper
M.C.

901042

Susanne Callahan

FEL

1725 K.

79040132654

900931

U.S. VLD
FEDERAL ELECTION
COMMISSION

9366

79 FEB 21 PM 1:48

FEDERAL ELECTION COMMISSION

IN THE MATTER OF JAMES A. COURTER :

Docket No. MUR(905)

STATE OF NEW JERSEY :

: SS

COUNTY OF WARREN :

RICHARD C. HARE, being duly sworn upon his oath deposes and says:

1. I am an Attorney-at-Law of the State of New Jersey and a member of the firm of Courter, Robert & Hare, P.A., Hackettstown, New Jersey.
2. I am the attorney who conducted the mortgage and title closings on the property known as 19 Reese Road, Hackettstown, New Jersey purchased by James A. Courter and Carmen Courter from Daniel Properties, Inc. on July 14, 1978 on behalf of the purchaser.
3. I am making this Affidavit in response to the allegations of campaign contribution illegalities set forth in the formal Complaint of Robert C. Grant of Inter-Mark Associates, Denville, New Jersey dated December 28, 1978.
4. Mr. Grant is correct in his initial statement that a contract of sale was executed on or about February 7, 1978 although he has the incorrect property address. He is further correct in that no funds were exchanged at that time other than escrow monies being deposited in the attorney's trust account of Gardner & Weber, Esqs. The contract, which called for an original closing date of June 7, 1978, was subsequently recorded in the Warren County

9040132655

ALLERS FALLS
79 FEB 21 PM 1:48

FALLS

Clerk's Office, a copy of which is annexed hereto as Exhibit "A".

5. At this point Mr. Grant drew a crucial and erroneous conclusion upon which he bases his entire Complaint. Mr. Grant examined the Deed transferring the property in question which bore the date of June 15, 1978 and incorrectly assumed that this was the date of the title closing and the transfer of funds. In actuality, although the Deed was dated June 15, 1978, the title closing, as well as the mortgage closing, did not take place until Friday, July 14, 1978. I am attaching, as Exhibit "B", a copy of the recorded Deed which shows that it was recorded in the Warren County Clerk's Office at 8:33 a.m. on Monday, July 17, 1978 and that the transfer tax was also paid at that time. The closing took place in the office of Robert A. Russell, Esq., Belvidere, New Jersey and the following persons were present at the closing:

Richard C. Hare, Esq.
James A. Courter, Esq.
Robert A. Russell, Esq.
Barry L. Gardner, Esq.
George J. Benson, Esq.
Jerome V. Baucom, Esq.
Edward J. Palmer, Esq.
William K. Fullerton, Esq.
Manuel Selengot

6. The reason for the date on the Deed was simply that Norma Gardner, President of Damial Properties, Inc., left for Memphis, Tennessee prior to the actual closing and executed the Deed in advance so that her attorney (Robert A. Russell) could close in her absense. The Deed was held in escrow by Mr. Russell and no monies were exchanged until July 14, 1978. I may add that such a procedure is not at all unusual and if Mr. Grant had consulted

an attorney or submitted complete documents this would have been readily apparent.

7. The reason that the closing did not take place as scheduled was that there were numerous liens on the property which when totaled, exceeded the purchase price. Numerous requests were made of sellers to provide proof that they were in a position to satisfy these liens. I attach as Exhibits "C-J", eight (8) letters evidencing same. I also attach as Exhibits "K", "L", "M" and "N" copies of payoff letters for People's Trust, Orange Savings Bank, National Community Bank and Internal Revenue.

8. There were additional problems with pending lawsuits which had not yet been reduced to judgments but which did affect the property. I attach as Exhibits "O", "P" and "Q", Discharge of Lis Pendens, Order of Judge Reginald Stanton and Writ of Attachment and Order for Temporary Restraints executed by Judge Paul Arroe.

9. With respect to the mortgages received by Mr. & Mrs. Courter, it should be understood that there were two (2) separate and distinct mortgages. The first mortgage was on the new property, 19 Reese Avenue in the amount of \$50,000.00 and constitutes a First Purchase Money mortgage. See Exhibit "R" attached hereto. The second mortgage is in the nature of a Bridge Loan in the amount of \$50,000.00 and is secured by a mortgage on the former home of the Courters. See Exhibit "S" attached hereto. This mortgage will be paid in full when the home is sold, in the interim the Courters are paying interest on this loan.

10. Also attached please find copies of original Closing Statement

dated July 14, 1978 (Exhibit "T") and the revised Statement dated July 17, 1978 (Exhibit "U") which indicates where and how the mortgage monies were disbursed as well as Purchasers Closing Statement (Exhibit "V").

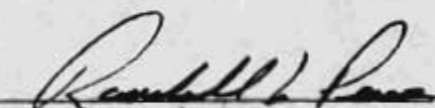
11. As is plainly demonstrated there was no "closing" on June 15, 1978 and all mortgage proceeds were used to satisfy the liens with the balance to sellers. Furthermore, Mr. & Mrs. Courter as well as myself took extraordinary care to assure that everyone had a right and opportunity to assert any and all claims, to the end that no rightful creditor would be denied his claim, due to a legal technicality. I personally called every attorney who had any dealings with Mr. Gardner, of which I was aware, and told them to make application to attach the proceeds of sale. I further made myself available over the weekend, between the time of closing and the recording of the documents, and accepted service of papers attaching the proceeds of sale at my home on Sunday evening.

12. It is my personal and professional opinion that the charges as stated are completely baseless and without foundation and I further feel that they are politically motivated and should be summarily dismissed.



RICHARD C. HARE, ESQ.

Sworn and subscribed to before
me on February 7, 1979.



AN ATTORNEY AT LAW
OF NEW JERSEY

236170

This Contract, made the 7th day of February 1978,

Between DAMIAL PROPERTIES, INC., a Corporation of the State of New Jersey,

residing or located at 220 Main Street
in the Town of Hackettstown in the County of
Warren and State of New Jersey herein designated as the Seller,

And JAMES COURTER and CARMEN COURTER, his wife,

residing or located at Reese Avenue
in the Town of Hackettstown in the County of
Warren and State of New Jersey herein designated as the Purchaser;

Witnesseth, That the Seller, for and in consideration of the sum of ONE HUNDRED TWENTY-FIVE

THOUSAND (\$125,000.00) ----- Dollars
to be paid and satisfied as stipulated herein, and also in consideration of the covenants and agreements
herein contained and to be performed by the Purchaser, agrees to convey to the Purchaser, free from all
encumbrances except as this contract may otherwise provide, by deed of Bargain and Sale
(Covenant Against Grantor) on the date herein fixed for the closing of title,

All those certain lot s, tract s or parcel s of land, together with the buildings and
improvements thereon and the privileges and appurtenances thereto appertaining, situate, lying and being
in the Town of Hackettstown in the
County of Warren and State of New Jersey, more particularly described as follows:

Description attached hereto as Exhibit A.

Being the same premises conveyed to Damial Properties, Inc., by Deed
from Barry L. Gardner and Norma Gardner, his wife, dated Nov. 21, 1977.

7 9 0 4 0 1 3 2 6 6 0

And the Purchaser agrees to pay or cause to be paid to the Seller, the aforesaid sum as the purchase price, in the following manner:

Upon execution of this Contract, for which this is a receipt, to be held \$ 10,000.00
in an interest bearing trust account of Barry L. Gardner & Weber, Esq.
Gardner, interest to inure to the benefit of Seller
and not to be applied to the purchase price.
Balance on delivery of deed, in cash or by certified or bank cashier's check \$ 112,500.00
Interest to go to purchaser

By assuming the mortgage of present lien on the premises, and paying the same according to the terms thereof

On the Bond and Mortgage of
same containing usual interest, tax, assessment, insurance and installment default clauses, and an agreement not to claim credit on the interest payable on bond and mortgage by reason of any tax assessed or to be assessed against the premises with interest at ~~the~~ ^{payable} ~~for~~ ^{years}
XZX XZX

It is understood and agreed that this sale is contingent upon the purchasers obtaining a conventional mortgage loan in the amount of \$93,750.00 for a term of twenty years at the prevailing rate of interest on the aforesaid premises. A commitment shall be obtained for this mortgage on or before March 16, 1978. In the event that a commitment is not obtained by this date, this contract shall become null and void and the deposit returned, in full, to said purchasers without further liability to either party.

Purchasers warrant that no real estate sales person and/or broker was instrumental in bringing about the sale of the aforementioned premises. This warranty shall survive date of closing.

It is understood and agreed that the dishwasher and refrigerator in the main kitchen, the burglar alarm system and the bathroom matching curtains and shower curtains shall be included in this sale. Also included will be the drapes and hardware for curtains, a replacement light fixture in the eat-in kitchen (not to exceed one hundred). The burglar alarm system to be completed to secure the entire house. Damaged windows to be repaired.

This contract is entered into with the purchaser's full knowledge as to the value of the land and the buildings and improvements thereon, and not upon any representations as to the value, character, quality or condition thereof, other than as may be expressly provided herein.

All those tracts or parcels of land and premises, situate, lying and being in the Town of Hackettstown in the County of Warren and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the North Easterly Sideline of Reese Avenue, said iron pipe being the Fourth Corner of a deed filed in the Warren County Clerk's Office, Deed Book 445, Page 337 being also corner of lands of R. E. Backenstoss and running thence; (1) Along line of lands R. E. Backenstoss South 51 degrees 51 minutes East, 482.60 feet to an iron pipe found being a corner of R. E. Backenstoss in line of lands of the Hackettstown Board of Education; (2) Along Board of Education lands South 24 degrees 45 minutes West, 122.57 feet to a corner in said line being a corner also of lands of the New Jersey State Fish Hatchery; (3) Along lands of the New Jersey State Fish Hatchery North 51 degrees 51 minutes West, 497.45 feet to a monument found in the North Easterly sideline of Reese Avenue being also a corner of the New Jersey State Fish Hatchery; (4) Along aforementioned Sideline of Reese Avenue North 31 degrees 40 minutes East, 120.00 feet to THE PLACE OF BEGINNING.

Containing 1.3413 Acres.

In accordance with a Survey by Michael Sadlon Jr. Assoc. Inc., dated April 6, 1972.

Being the same premises conveyed to Bernard F. Fluegel and Violet S. Fluegel, his wife, by Deeds dated April 3, 1962, and recorded in the Warren County Clerk's Office in Deed Book 445, Page 238, and Deed Book 445, Page 337.

Said premises also being described in former conveyances as follows:

All those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Hackettstown in the County of Warren, State of New Jersey:

TRACT #1: BEGINNING at a hub in the southerly line of Reese Avenue sometimes known as State Fish Hatchery Road, said hub being also in the line of the State Fish Hatchery lands, thence (1) along said southerly side of Reese Avenue, North 31° 40' East 85 feet to a hub for a corner, thence (2) through the lands of Edith Hanna Good and Donald S. Good South 51° 51' East 200 feet to a hub for a corner, thence (3) still through the lands of Edith Hanna Good and Donald S. Good, South 38° 09' West 84.45 feet to a hub for a corner in the Fish Hatchery property line, thence (4) along the State Fish Hatchery property line North 51° 51' West 190.41 feet to the place of Beginning, as surveyed and described by R. H. Robson, C.E., June 1941.

TRACT #2: BEGINNING at the northeast corner of Thomas P. Pooley's house lot, an iron pin in the easterly right-of-way line of Hatchery Road, thence (1) along said right-of-way line North 31° 40' East, 15 feet to a corner, thence (2) thru lands of Donald S. Good et ux., South 51° 51' East 436 feet, more or less to a corner, thence (3) still thru lands of Donald S. Good, et ux South 24° 45' West 100 feet to a point in the line of the State Fish Hatchery, thence (4) along the State Fish Hatchery line, an old stone row and wire fence, North 51° 51' West 257 feet, more or less, to the southwest corner of Pooley's house lot, thence (5) along Pooley's line North 38° 09' East 84.45 feet to the southeast corner of said Pooley's house lot, thence (6) along Pooley's line North 51° 51' West, 200 feet to the point of Beginning.

TRACT #3: BEGINNING AT A POINT BEING THE third corner of premises heretofore conveyed by Donald S. Good et ux to Thomas P. Pooley et ux, by deed recorded in the Warren County Clerk's Office in Book 339, page 257; thence (1) South 24° 45' West 100 feet along the third course of said above deed; thence (2) South 51° 51' East 50 feet to a point in the line common with Morgan; thence (3) parallel with the first course North 24° 45' East 100 feet to a point; thence (4) parallel with the second course North 51° 51' West 50 feet to the point and place of Beginning.

This description is drawn with reference to a survey made by John E. Kingsley dated May 1948.

TRACT #4: BEGINNING at an existing iron pipe driven in the ground in the easterly sideline of Reese Ave., said point of Beginning being the beginning corner of a lot conveyed to R. Elwood Backenstoss and wife by Wallace H. Good and wife by deed dated March 21, 1960 and recorded in the Warren County Clerk's Office in Book 431 of Deeds, on pages 1007 &c., thence (1) along the 1st course described in the aforementioned deed of conveyance South 51° 51' East 486.0 feet to a point in a stone fence, thence (2) partly along the 2nd course described in said deed North 24° 45' East 20.0 feet more or less to a point, thence (3) North 51° 51' West 483.7 feet to an iron pipe, thence (4) along the easterly sideline of Reese Ave., South 31° 40' West 20.0 feet to the point and place of Beginning.

And it is Agreed, by the parties to these presents, that the Purchaser may enter into and upon the said land and premises on date of closing and from thence take the rents, issues and profits to the use of the Purchaser.

The rents of said premises, insurance premiums, water rents, taxes, fuel and interest on Mortgage, if any, shall be adjusted, apportioned and allowed as of the day of delivery of said deed.

Gas and electric fixtures, chandeliers, cooking stoves, hot water heaters, carpets, linoleum, mats and matting in halls, screens, shades, awnings, ash cans, heating apparatus, storm sash and doors, and all other personal property appurtenant to or used in the operation of said premises are represented to be owned by the Seller and are included in this sale, except hanging light fixtures in eat-in kitchen area, nursery and recreation room (in recreation room, small, leaded glass fixture over T.V.), medicine cabinet in recreation room bathroom (not attached), chain-link fence runs at kennel, rug in upstairs *
The risk of loss or damage to said premises by fire or otherwise until the delivery of said deed is assumed by the Seller. In case the premises shall suffer injury beyond the ordinary wear and tear, the Seller shall repair the damage before the date set for delivery of said deed or make an appropriate deduction from the purchase price herein stated.

*children's room, rug in den, washer, dryer, ^{DEARS} ^{ce} ^m downstairs refrigerator
It is understood and agreed that the buildings, driveways and all other improvements upon said premises are all within the boundary lines of the property as described in the deed therefor, and that there are no encroachments thereon; and that the buildings and all other improvements comply with municipal ordinances and regulations and the provisions of N. J. S. 55:13A-1 et seq., "Hotel and Multiple Dwelling Health and Safety Law", to be shown by the report of the bureau, board or department administering and enforcing the same or of an authorized inspection service where such ordinances, regulations and Law apply.

It is expressly understood and agreed that the title to the land and premises hereby agreed to be conveyed is not derived from any Martin Act proceedings or any Act for the Sale of Land for non-payment of the municipal taxes or assessments, or adverse or color of title possession.

The above described premises are sold subject to zoning ordinances, tenancies, such facts as an accurate survey may disclose and restrictions of record, if any.

If at the time for the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments of which the first installment is then due or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the Seller thereof, upon the delivery of the deed. Unconfirmed improvements or assessments, if any, shall be paid and allowed by the Seller on account of the purchase price, if the improvement or work has been completed on or before

closing of title.

And it is further Agreed, that title shall be closed and the Deed and an adequate Affidavit of Title, and where applicable a proper Corporate Resolution, shall be delivered and received on June 7, 1978 between 9:00 A.M. and 4:00 P.M. at the office of

XXXXXXXXXXXX or on an earlier date agreed upon by the parties hereto at the office of Gardner & Weber, 220 Main St.,
Hackettstown, about of this contract, and the reasonable expense of the examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the Purchaser under this contract.

And for the performance of all and singular the covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, executors, administrators, successors and assigns; and they agree to pay, upon failure to perform the same, the sum of
XX

which they hereby fix and settle as liquidated damages therefor.
XX

In Witness Whereof, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered
in the presence of
or Attested by

Norma Gardner

Norma Gardner, Secretary

Joel A. Kobert

As to Purchasers
JOEL A. KOBERT

DAMIAL PROPERTIES, INC., Seller

Barry L. Gardner

By: Barry L. Gardner, President

James Courter

JAMES COURTER, Purchaser

Carmen Courter
CARMEN COURTER, Purchaser

State of New Jersey, County of WARREN

that on March 7, 1978
of New Jersey
personally appeared

James Courter and Carmen Courter, his wife,

who, I am satisfied, are the person named in and who executed 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.

[Signature]
JOEL A. ROBERT
An Attorney at Law of New Jersey

State of New Jersey, County of WARREN
that on 1978

ss.: Be it Remembered,
before me, the subscriber,

personally appeared Norma Gardner
who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Secretary of Damial Properties, Inc.
the Corporation named in the within Instrument;

that Barry L. Gardner is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

NORMA GARDNER

PREPARED BY:
GARDNER & WEBER, ESQS.
220 Main Street
Hackettstown, New Jersey 07840

Contract For Sale of Property

DAMIAL PROPERTIES, INC.,

TO

JAMES COURTER and
CARMEN COURTER, his wife.

Dated Feb 7 1978

Received in the Warren
County Clerk's Office
Date 3-8-78
Time 8:59 A.M.
Recorded in Deeds
BOOK 653 Page 312 4.

[Handwritten notes]
3/9/78
3/16/78
3/16/78

CLERK
DAMIAL PROPERTIES, INC.
220 Main Street
Hackettstown, N.J. 07840

COURTER, ROBERT & HARR, P.L.
256 Main Street
P.O. Box 470
Hackettstown, New Jersey 07840

Seller agrees to pay to a commission of _____% of the purchase price mentioned in the within contract, which commission shall not be deemed to have been earned until the delivery of the deed and payment of the said purchase price in accordance with the terms thereof; which delivery and payment are made conditions precedent to any obligation of the Seller to pay any commission. This agreement supercedes any prior agreement between the undersigned pertaining to the payment of commission.

Realtor Broker

Seller

For one dollar and other good and valuable consideration, the Purchaser, as Assignor, assigns to this contract and all rights thereunder, subject to all its terms and conditions; and the Assignee accepts the assignment of this contract and assumes and agrees to comply therewith and to be bound by the terms thereof. Dated: 19

Assignee

Assignor

238658

V.L. 667 PAGE 77

This Deed, made the 15th day of June 1978,
Between DAMIAL PROPERTIES, INC.,

a corporation existing under and by virtue of the laws of the State of New Jersey,
having its principal office at 220 Main Street
in the Town of Hackettstown in the County of
Warren and State of New Jersey herein designated as the Grantor,
And JAMES COURTER and CARMEN COURTER, his wife,

about to be
residing or located at 19 Reese Avenue
in the Town of Hackettstown in the County of
Warren and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of ONE HUNDRED TWENTY-FIVE
THOUSAND (\$125,000.00) DOLLARS-----

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or
before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the
Grantees forever,

All those tract s or parcel s of land and premises, situate, lying and being in the
Town of Hackettstown in the
County of Warren and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the North Easterly Sideline of
Reese Avenue, said iron pipe being the Fourth Corner of a deed filed
in the Warren County Clerk's Office, Deed Book 445, Page 337 being
also corner of lands of R. E. Backenstoss and running thence; (1)
Along line of lands R. E. Backenstoss South 51 degrees 51 minutes
East, 482.60 feet to an iron pipe found being a corner of R. E.
Backenstoss in line of lands of the Hackettstown Board of Education;
(2) Along Board of Education lands South 24 degrees 45 minutes West,
122.57 feet to a corner in said line being a corner also of lands of
the New Jersey State Fish Hatchery; (3) Along lands of the New Jersey
State Fish Hatchery North 51 degrees 51 minutes West, 497.45 feet to
a monument found in the North Easterly sideline of Reese Avenue being
also a corner of the New Jersey State Fish Hatchery; (4) Along afore-
mentioned Sideline of Reese Avenue North 31 degrees 40 minutes East,
120.00 feet to THE PLACE OF BEGINNING.

Containing 1.3413 Acres.

In accordance with a Survey by Michael Sadlon Jr. Assoc. Inc.,
dated April 6, 1972.

Being the same premises conveyed to Damial Properties, Inc., by
Deed from Barry L. Gardner and Norma Gardner, his wife, dated
November 21, 1977, and recorded in the Warren County Clerk's Office
on January 27, 1978 in Book 650 of Deeds for said County at Page 174&c
as Document No. 235577.

Said premises also being described in former conveyances as
follows:

All those certain tracts or parcels of land and premises, hereinafter
particularly described, situate, lying and being in the Town of
Hackettstown in the County of Warren, State of New Jersey:

TRACT #1: BEGINNING at a hub in the southerly line of Reese Avenue
sometimes known as State Fish Hatchery Road, said hub being also in
the line of the State Fish Hatchery lands, thence (1) along said
southerly side of Reese Avenue, North 31° 40' East 85 feet to a hub
for a corner, thence (2) through the lands of Edith Hanna Good and
Donald S. Good South 51° 51' East 200 feet to a hub for a corner,
thence (3) still through the lands of Edith Hanna Good and Donald S.
Good, South 38° 09' West 84.45 feet to a hub for a corner in the Fish
Hatchery property line, thence (4) along the State Fish Hatchery
property line North 51° 51' West 190.41 feet to the place of
Beginning, as surveyed and described by R. H. Robson, C. E., June 1941.
TRACT #2: BEGINNING at the northeast corner of Thomas P. Pooley's

COUNTY OF WARREN
CONSIDERATION \$125,440.00
REALTY TRANSFER FEE \$437.50
DATE 7-17-78 BY HV

657-46 78

house lot, an iron pin in the easterly right-of-way line of Hatchery Road, the line runs thence (1) along said right-of-way line North $31^{\circ} 40'$ East, 15 feet to a corner, thence (2) thru lands of Donald S. Good et ux., South $51^{\circ} 51'$ East 436 feet, more or less to a corner, thence (3) still thru lands of Donald S. Good, et ux South $24^{\circ} 45'$ West 100 feet to a point in the line of the State Fish Hatchery, thence (4) along the State Fish Hatchery line, an old stone row and wire fence, North $51^{\circ} 51'$ West 257 feet, more or less, to the southwest corner of Pooley's house lot, thence (5) along Pooley's line North $38^{\circ} 09'$ East 84.45 feet to the southeast corner of said Pooley's house lot, thence (6) along Pooley's line North $51^{\circ} 51'$ West, 200 feet to the point of Beginning.

TRACT #3: BEGINNING at a point being the third corner of premises heretofore conveyed by Donald S. Good et ux to Thomas P. Pooley et ux, by deed recorded in the Warren County Clerk's Office in Book 339, page 257; thence (1) South $24^{\circ} 45'$ West 100 feet along the third course of said above deed; thence (2) South $51^{\circ} 51'$ East 50 feet to a point in the line common with Morgan; thence (3) parallel with the first course North $24^{\circ} 45'$ East 100 feet to a point; thence (4) parallel with the second course North $51^{\circ} 51'$ West 50 feet to the point and place of Beginning.

This description is drawn with reference to a survey made by John E. Kingsley dated May 1948.

TRACT #4: BEGINNING at an existing iron pipe driven in the ground in the easterly sideline of Reese Ave., said point of Beginning being the beginning corner of a lot conveyed to R. Elwood Backenstoss and wife by Wallace H. Good and wife by deed dated March 21, 1960 and recorded in the Warren County Clerk's Office in Book 431 of Deeds, on pages 1007 &c., thence (1) along the 1st course described in the aforementioned deed of conveyance South $51^{\circ} 51'$ East 486.0 feet to a point in a stone fence, thence (2) partly along the 2nd course described in said deed North $24^{\circ} 45'$ East 20.0 feet more or less to a point, thence (3) North $51^{\circ} 51'$ West 483.7 feet to an iron pipe, thence (4) along the easterly sideline of Reese Ave., South $31^{\circ} 40'$ West 20.0 feet to the point and place of Beginning.

BEING, further known and designated as Block 107, Lot 30 on the Official Tax Map of the Town of Hackettstown, Warren County, New Jersey.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the Grantor both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances. To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the Grantees and to Grantees' proper use and benefit forever.

And the Grantor covenants that it has not done or executed, or knowingly suffered to be done or executed, any act, deed or thing whatsoever whereby or by means whereof the premises conveyed herein, or any part thereof, now are or at any time hereafter, will or may be charged or encumbered in any manner or way whatsoever.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

In Witness Whereof, the Grantor has caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

ATTEST:

DAMIAL PROPERTIES, INC.

BARRY L. GARDNER

Secretary

By:

NORMA GARDNER

President

State of New Jersey, County of WARREN
that on June 15, 19 78, before me, the subscriber,
a Notary Public of New Jersey
personally appeared Barry L. Gardner

} ss.: We it Remembered,

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the Secretary of Damial Properties, Inc.,
the Corporation named in the within Instrument;

that Norma Gardner

is the

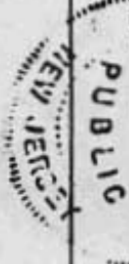
President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$125,000.00

Subscribed to and subscribed before me,
the date aforesaid.

CATHERINE L. YOUNG

Notary Public of New Jersey
My Commission Expires June 1, 1982
Prepared by: Barry L. Gardner

BARRY L. GARDNER



RECEIVED

1978 JUL 17 AM 8:33

RECEIVED
JULY 17 1978
CLERK

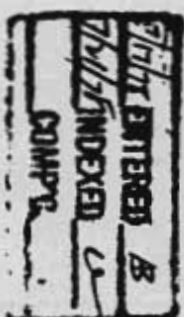
Deed

DANIAL PROPERTIES, INC.

A corporation of

State of New Jersey
TO
JAMES COURTER and
CARMEN COURTER, his wife.

Dated June 15, 1978



Received in the Warren
County Clerk's Office

Date 7-17-78
Time 8:33 A.M.
Recorded in D 667
Book 667 Page 77

W. J. Courter
CLERK

R/R
GARDNER & WEBER
220 Main Street
Hackensack, New Jersey 07840
Courter, Robert & Diane

May 26, 1978

Gardner & Weber, Esqs.
220 Main Street
Hackettstown, N. J. 07840

Attn. Barry L. Gardner, Esq.

RE: Gardner to Courter

Dear Barry:

Please be advised that our Title Search Company informed us that a lis pendens has been placed upon the residence numbered 255-1623 and recorded April 10, 1978. The Plaintiff being Stuart Lew and one of the Defendants being Damial Properties, as well as yourself, Irving Weber and Worthmore Realty.

Please see that this matter is cleared prior to Closing or advise the payoff figure.

Very truly yours,

COURTER, ROBERT & HARE, P. A.

Joel A. Kobert

JAK:es

79040132668

June 19, 1978

Gardner & Weber, Esqs.
220 Main Street
Hackettstown, N.J. 07840

Attn. Barry L. Gardner, Esq.

RE: Gardner to Courter

Dear Mr. Gardner:

Please be advised that we have received as of June 15, 1978, a payoff letter reflecting an outstanding amount due the Orange Savings Bank in the sum of \$48,335.85 and from the Peoples National Bank of North Jersey an outstanding amount due of \$73,213.58. Together with the other liens our search reflects that the liens exceed the purchase price and if you have evidence that these liens have been paid off, we would appreciate your producing same in order that we might schedule a closing.

Very truly yours,

COURTER, ROBERT & HARE, P. A.

Joel A. Kobart

HAK:es

79040132669

June 20, 1978

Garden State National Bank
10 Forest Avenue
Paramus, N.J. 07652

Attn. Mortgage Department

RE: Courter, James A. & Carmen
19 Reese Avenue, Hackensack, N.J.

Gentlemen:

Enclosed herewith please find the following documents for your review and approval. You will note same do not contain any dates, as a definite closing date has not been determined, however, it should be within a week or so. As soon as same is set we will be in contact with you.

1. Copy of Bond.
2. Copy of Mortgage.
3. Copy of Affidavit of Title.
4. Copy of Survey, to be updated by Survey Affidavit.
5. Preliminary Title Binder.
6. Attorney certification letter.

Very truly yours,

COURTER, ROBERT & HARE, P. A.

Joel A. Kobert

encls
JAK:es

79040132670

LAW OFFICES
COURTER, KOBERT & HARE
A PROFESSIONAL CORPORATION

JAMES A. COURTER *

JOEL A. KOBERT *

RICHARD C. HARE

RANDALL L. PEASE

* MEMBERS N.J. & WASH. D.C. BARS

256 MAIN STREET

P. O. BOX 470

HACKETTSTOWN, NEW JERSEY 07840

(201) 852-2600

June 20, 1978

Garden State National Bank
10 Forest Avenue
Paramus, N.J. 07652

Attn. Mortgage Department

RE: Courter, James A. & Carmen
19 Reese Avenue, Hackettstown, N.J.

Gentlemen:

Kindly extend the commitment in the above captioned matter for an additional thirty (30) days. Thank you.

Very truly yours,

COURTER, KOBERT & HARE, P. A.

Joel A. Kobert

JAK:es

79040132671

June 21, 1978

Gardner & Weber, Esqs.
220 Main Street
Hackettstown, N.J. 07840

Attn. Irving A. Weber, Esq.

RE: Gardner to Courter

Dear Irving:

Your attention is called to our letter of June 19, 1978 and we would appreciate your advising our office whether you are prepared to close and have evidence that the liens do not exceed the purchase price.

Very truly yours,

COURTER, ROBERT & HARE, P. A.

Joel A. Kobert

JAK:es

79040132672

June 28, 1978

Barry L. Gardner, Esq.
220 Main Street
Hackettstown, N. J. 07840

RE: Gardner to Courter

Dear Mr. Gardner:

Once again, please be advised that our client stands ready to close Title to the house, but is unable to do so as a result of the liens which exceed the purchase price. If you can provide proof to the contrary, please advise in order that we might schedule a closing.

Very truly yours,

COURTER, KOBERT & HARE, P. A.

Joel A. Kobert

JAK:es

Some letter sent Certified 6/30/78

No. 111841

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL

(See Reverse)

SENT TO BARRY L. GARDNER, ESQ.		POSTAGE \$	
STREET AND NO. 220 Main Street		CERTIFIED FEE \$	
PO BOX HACKETTSTOWN, N.J. 07840		SPECIAL DELIVERY \$	
		RESTRICTED DELIVERY \$	
		SHOW TO WHOM AND DATE DELIVERED \$	
		SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY \$	
		SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY \$	
		SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY \$	
CONSULT POSTMASTER FOR FEES		TOTAL POSTAGE AND FEES \$	
OPTIONAL SERVICES		POSTMARK OR DATE 6/30/78	
RETURN RECEIPT SERVICE			

79040132673



GARDEN STATE NATIONAL BANK

10 FOREST AVENUE, PARAMUS, NEW JERSEY 07652
(201) 368-7000

CABLE ADDRESS: GARBANK

Writer's Direct Dial Number: 368-7070

MORTGAGE DEPARTMENT

June 30, 1978

Mr. and Mrs. James A. Courter
5 Reese Avenue
Hackettstown, New Jersey 07840

Re: 19 Reese Avenue
Hackettstown, New Jersey

Dear Mr. and Mrs. Courter:

We wish to advise that our commitment dated
February 28th is amended as follows:

EXPIRATION OF COMMITMENT: July 23, 1978

All other terms and conditions of the
aforementioned commitment will remain in full force and effect.
A copy of this letter is today being forwarded to your attorney.

Very truly yours,

F. C. Stobaeus
Executive Vice President

FCS:js
cc: Joel A. Kobert, Esq.

79040132674



Peoples National Bank

of North Jersey

May 30, 1978

Joel A. Kobert, Esq.
 Courter, Kobert & Hare
 256 Main Street
 P.O. Box 470
 Hackettstown, New Jersey
 07840

Re: Gardner, Barry L. & Norma
 (Mortgage dated 8/13/76)
 19 Reese Avenue, Hackettstown, N.J.

Dear Mr. Kobert:

In accordance with your request, the following is an itemized payoff on the captioned account:

\$65,159.65	Principal
9,211.61	Interest from 4/04/77 to 6/08/78 (430 days) \$21.42 per diem
<u>3,031.79</u>	Legal expenses
77,403.05	
<u>3,349.87</u>	Credit for payments in escrow
<u>\$74,053.18</u>	Payoff as of June 8, 1978

RECEIVED
 6 / 1978

Very truly yours,

Thomas L. Gray, Jr.
 Thomas L. Gray, Jr.
 Executive Vice President

TLG/mem

COURTER, KOBERT & HARE
 A PROFESSIONAL CORPORATION

cc: Claude Minter, Esq.

79040132675

RATLIFF, RUSSELL & RUSSELL
COUNSELLORS AT LAW
121 SHELLEY DRIVE
HACKETTSTOWN, N.J. 07840

JOHN H. RATLIFF
ROBERT A. RUSSELL
KAREN D. RUSSELL

July 3, 1978

(201) 880-0050

James A. Courter, Esq.
Courter, Kobert & Hare
256 Main Street
Hackettstown, N.J. 07840

Re: Damial Properties, Inc.
to Courter
Reese Avenue

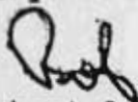
Dear Jim:

This letter will confirm our previous telephone conversation of June 30th, that the closing on the above mentioned property is scheduled in my office in Belvidere, for July 7th, at 9:30 A.M.

I understand that you agreed that this is a Time Is Of The Essence closing.

If you have any further questions, please do not hesitate to contact me.

Very truly yours,



Robert A. Russell

RAR:ag

RECEIVED
JUL 6 1978

COURTER, KOBERT & HARE
A PROFESSIONAL CORPORATION

79040132676



National Community Bank
of New Jersey

113 West Essex Street, Maywood, New Jersey 07807 • 201-845-1658

May 25, 1978

Courter, Robert & Hare
256 Main Street
P.O. Box 470
Hackettstown, NJ 07840

Attention: Mr. Joel A. Kobert

RE: Account # 0-10148
Gardner, Barry & Norma

Dear Mr Kobert:

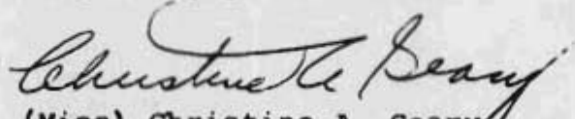
The payoff figure on the above account is \$4478.26 and will be in effect until June 27, 1978. This figure includes a \$2.00 mortgage cancellation fee.

We are holding one mortgage indenture as collateral recorded on December 30, 1975, which will be released upon payment in full of the above account.

Upon receipt of the payoff funds, we shall forthwith send the mortgage properly receipted for cancellation to the County Clerk or Register, as the case may be, with instructions to such officer to cancel the said mortgage of record and to return the cancelled mortgage to you.

Should any further information be necessary concerning this account, please communicate with the undersigned.

Very truly yours,


(Miss) Christine A. Geary
Assistant Cashier
Installment Loan Department

CAG/ew
845-1640

79040132677

Date 07-05-78

Internal Revenue Service

To: Barry L Gardner & Irving A Weber Ptr.
Gardner & Weber
220 Main St.
Hackettstown, N.J. 07840

Notice of Levy on Wages, Salary and Other Income

Originating District
Newark, N.J.

You are notified that there is now due, owing, and unpaid to the United States of America from the taxpayer whose name appears below, the sum of **\$ 5300.24**

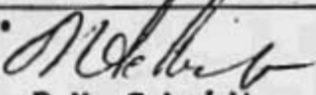
Kind of Tax	Tax Period Ended	Date of Assessment	Taxpayer Identifying Number	Unpaid Balance of Assessment	Statutory Additions	Total
1040	12/75	2/14/77	154-30-4025	\$ 2855.88	\$ 138.64	\$ 2994.52
1040	12/76	11/7/77		2178.40	127.32	2305.72
Total amount due						\$ 5300.24

Interest and late payment penalty have been computed to 07-10-78. Additional interest and late payment penalty will continue to accrue until the balance is fully paid.

Demand has been made upon the taxpayer for the above amount, and the taxpayer has neglected or refused to pay. The amount is unpaid and still due.

Chapter 64 of the Internal Revenue Code provides a lien for the above tax and statutory additions. Accordingly, the following items are hereby levied upon to satisfy this liability: (1) all wages and salary for personal services which you now possess or for which you are obligated, from the date the levy is first made until the above tax liability is satisfied or becomes unenforceable because of lapse of time and a release of levy is issued, and (2) other income belonging to this taxpayer which you now possess or for which you are obligated. The above wages, salary and other income are levied upon only to the extent that they do not include amounts specified as exempt from levy under section 6334 of the Internal Revenue Code (cited on back of this levy).

Demand is hereby made upon you for the amount necessary to satisfy the above tax liability. Amounts received from you will be applied as payment on this tax liability. Please make your checks or money orders payable to the Internal Revenue Service, and mail them to the Internal Revenue Service address appearing immediately below.

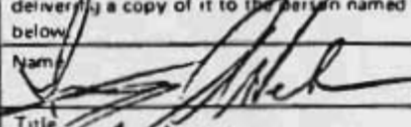
Signature  D.N. Scheidt	Title Revenue Officer	Internal Revenue Service Mailing Address 237 South St. Morristown, N.J. 07960
--	------------------------------	---

Taxpayer's Identifying Number <u>154-30-4025</u>	Certificate of Service
---	------------------------

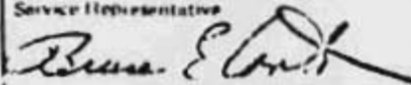
(Name and Address of Taxpayer)

Barry L & Norma Gardner
220 Main St.
Hackettstown, N.J. 07849

I certify that this notice of levy was served by delivering a copy of it to the person named below.

Name 
Title Partner

Date and Time 7/13/78 3:12 PM

Signature of Revenue Officer or Service Representative


lis pendens thereof, which notice was filed on the 10th day of April, 1978, and recorded in Book 255 of Notices of Lis Pendens for Warren County at page 1623 ; and,

Whereas the action has been settled by and between the parties and the same dismissed:

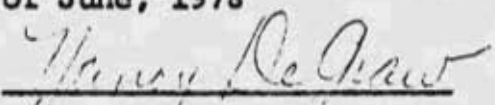
Therefore, you are authorized to cancel and discharge the notice of lis pendens of record and for so doing, this shall be sufficient warrant.

In witness whereof I, David Simon, Esq, as attorney of Stuart S. Lew, have hereunto set my hand and seal this 8th day of June, 1978.



DAVID SIMON
Attorney for Plaintiff

Sworn to and subscribed
before me this 8th day
of June, 1978



A Notary Public of New Jersey

NANCY DEGRAW
A Notary Public of New Jersey
My Commission Expires Apr. 6, 1983.

79040132679

DAVID SIMON, ESQ.
 44A North Beverwyck Road
 Lake Hiawatha, New Jersey 07034
 (201) 334-5552
 Attorney for Plaintiff

STUART S. LEW,
 Plaintiff

vs.

BARRY L. GARDNER and IRVING A.
 WEBER, and DANIAL PROPERTIES
 INC., a corporation of the
 State of New Jersey, and
 WORTHMORE REALTY INC., a New
 Jersey Corporation

SUPERIOR COURT OF NEW JERSEY
 WARREN COUNTY:
 CHANCERY DIVISION
 DOCKET NO. 1623

CIVIL ACTION
 DISCHARGE OF LIS PENDENS

To the Register of the County of Warren:

Whereas Stuart S. Lew, instituted the above entitled
 action for the possession of land in the Superior Court against
 Barry L. Gardner and Irving A. Weber, and Danial Properties
 Inc., a corporation of the State of New Jersey, and WORTHMORE
 Realty Inc., a New Jersey corporation, and filed a notice of

EXHIBIT "L"



340 MAIN STREET, MADISON, NEW JERSEY 07940 • (201) 822-2700

RECEIVED
MAY 30 1978

COURTER, KOBERT & HARE
A PROFESSIONAL CORPORATION

May 26, 1978

Joel A. Kobert, Esquire
Courter, Kobert & Hare
256 Main Street
P.O. Box 470
Hackettstown, New Jersey 07840

Re: Barry L. & Norma R. Gardner
Reese Avenue, Hackettstown

Dear Mr. Kobert:

We give you the figures needed to pay the above mortgage in full:

Principal balance	\$46,673.13
Interest from 2-1 to 6-8	1,200.60
Escrow shortage	272.22
Late Charges	70.68
Postage for return of papers	3.00
Mortgage cancellation fee	2.00
	<u>\$48,221.63</u>

The per diem rate of interest is \$9.36. Taxes have been paid for the second quarter 1978 in the amount of \$533.61.

The Bank will apply to the County Recording Officer to have the mortgage cancelled of record. IF YOU DO NOT wish to have the bank cancel the mortgage of record, please deduct \$3.00 from the amount listed above.

Very truly yours,

Thomas G. Meierhofer, 3rd
Assistant Treasurer

TJM:jb

COURTER, KOBERT & HARE

A PROFESSIONAL CORPORATION
256 MAIN STREET, P. O. BOX 470
HACKETTSTOWN, NEW JERSEY 07840
(201) 852-2600

Defendants & Third Party Plaintiffs -
ATTORNEYS FOR Steven C. Horvatuck and Paul A. Schallowitz

Plaintiff^(s)

AMERICAN NATIONAL BANK & TRUST OF NEW JERSEY

vs.

Defendant^(s) and Third Party Plaintiffs

SHS SYSTEMS INC., STEVEN C. HORBATUCK and
PAUL A. SCHALLOWITZ

vs.

Third Party Defendant(s)

BARRY GARDNER, IRVING WEBER and JEROME FERRARA

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY

Docket No. E-L-45385-76

CIVIL ACTION

ORDER

This matter being open to the Court by Courter, Kobert & Hare,
P.A., Richard C. Hare appearing in request for a Writ of Attachment, the
Court having considered the Ex Parte application together with an Affidavit
submitted, argument of counsel, and good cause being shown:

It is on this 14 day of July, 1978 ORDERED that the
Sheriff of Warren County shall attach the proceeds of sale in a certain
real estate closing from ~~Darry Gardner et al.~~ *Samuel Properties, Inc.* to James A. Courter et al.

to take place on or about July 14, 1978 in Belvidere, New Jersey at the office of Robert Russell, Esq. The amount of proceeds levied upon shall not exceed sum of \$2,000.00 and shall be held by the Sheriff until further ordered by this Court.

It is further ORDERED that a copy of this Order be served upon the attorneys for the Third Party Defendant Barry Gardner within
 1 days of the date hereof.

*He had in regional
 Any party in interest may move to dissolve
 writ on 24 hours notice.*

Reginald Stanton
 J.S.C.

REGINALD STANTON
 J.C.C. t/a ✓

GEORGE J. BENSON, ESQ.
 100 ROUTE 46 - BOX 131
 BUDD LAKE, NEW JERSEY 07828
 (201) 347-6868
 ATTORNEY FOR DEFENDANTS-CROSSCLAIMANTS
 CHARLES A. MEYER AND FAITH C. MEYER

THOMAS J. SCACCO et ux,
 Plaintiffs

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION - WARREN COUNTY
 DOCKET NO. L-42945-77

vs.

CIVIL ACTION

CHARLES A. MEYER et ux, et als,
 Defendants

ORDER FOR WRIT OF ATTACHMENT
 AND TEMPORARY RESTRAINTS

Application having been made to this Court by George J. Benson, Attorney for Defendants-Crossclaimants Charles A. Meyer and Faith C. Meyer, for an Order directing that a Writ of Attachment issue out of and under the seal of this Court against Barry L. Gardner and Norma Gardner, his wife, and Damial Properties, Inc., all of whom are also Defendants in the within action, on the ground that said Crossclaimants have a cause of action against said other Defendants to recover the approximate sum of \$52,000.00, and that said other Defendants are absconding debtors; and the Court having read and considered the Verified Crossclaim and supporting Affidavit filed with said application, and it appearing therefrom that the Crossclaimants are entitled to the issuance of said Writ, and it appearing that temporary restraints are necessary to prevent the purpose of such Writ being obviated by circumstances occurring during the pendency of its issuance, and for good cause shown,

CERTIFIED TO BE A TRUE COPY 3 2 6 8 4

BY: *George J. Benson*
 GEORGE J. BENSON

It is on this 16th day of July, 1978 adjudged that it has been proved to the satisfaction of this Court that the Cross-claimants have a cause of action against the Defendants Barry L. Gardner, Norma Gardner and Damial Properties, Inc. to recover the approximate amount of \$52,000.00, and that said Derendants are absconding debtors as defined by R.4:60-5(b), thereby entitling the Crossclaimants Charles A. Meyer and Faith C. Meyer to have a Writ of Attachment issue ex parte out of and under the seal of this Court against the real and personal property of the Defendants Barry L. Gardner, Norma Gardner and Damial Properties, Inc. situated in this State, pursuant to which adjudication

It is thereupon ORDERED that a Writ of Attachment issue out of and under the seal of this Court in favor of the said Crossclaimants and against the property, real and personal, of the Defendants Barry L. Gardner, Norma Gardner and Damial Properties, Inc., situated in this State; and

It is further ORDERED that the amount of the property of the said Defendants to be attached to such Writ of Attachment shall not exceed the sum of \$ 52,000⁰⁰, as determined by the appraisement of the Sheriff of Warren to whom the Writ shall be directed; and

It is further ORDERED that the Defendants Barry L. Gardner, Norma Gardner and Damial Properties, Inc., their attorneys, legal representatives, servants, agents and/or employees are hereby enjoined and restrained from receiving the net proceeds of the closing of title upon the sale and conveyance of the property which is the subject of the within action, or the properties itemized as Exhibits F, G, H, and J annexed to the Verified

Crossclaim, or any of said properties, after deduction of moneys required to release and discharge mortgages, judgments and other liens of record, if any, against any such property, prior Writs and/or Court Orders, and attorney fees, broker's commissions, transfer taxes and other customary obligations of the sellers of real estate, and that all such proceeds are hereby directed to be turned over to the Sheriff of Warren County for safekeeping by him pending the final determination of all issues in the within action, and to be distributed by him in accordance with such final determination by this Court; and

It is further ORDERED that pursuant to the discretion of the Court, as provided by R.4:60-5(d), no bond shall be required of Crossclaimants as a condition precedent to the issuance of this Order and/or the Writ of Attachment authorized and directed herein, but that any party to the within action may move for dissolution or modification of the within Order upon 24-hour notice to all other such parties, or upon such other notice as this Court may direct; and

It is further ORDERED that copies of this Order certified to be true copies by the Attorney for the Crossclaimants Meyer may be served by him personally upon the Attorneys for the other parties or by such other means of service most expeditious to providing them with certified copies of this Order.

/s/ PAUL AAROE

PAUL AAROE, J.C.C., t/a

V S T

This Mortgage, made the 14th day of July 1978

Between

JAMES A. COURTER & CARMEN COURTER, married to each other,

residing at 19 Reese Avenue
in the Town of Hackensack
Warren and State of New Jersey hereinafter designated as the Mortgagors,
And

GARDEN STATE NATIONAL BANK, a banking corporation organized
and existing under the laws of the United States of America

located at 10 Forest Avenue
in the Boro of Paramus
Bergen and State of New Jersey hereinafter designated as the Mortgagee;

Whereas, the said Mortgagors are justly indebted to said Mortgagee, in the sum of

FIFTY THOUSAND (\$50,000.00) Dollars,
lawful money of the United States of America, to be paid according to Mortgagors' certain Bond or
obligation in the like sum and bearing even date with these presents (the terms, covenants and condi-
tions of which are made a part hereof) and conditioned for the payment of the said sum, lawful money
as aforesaid, to the said Mortgagee, on August 1, 2003, and interest thereon,
to be computed from July 14, 1978, at and after the rate of 8 1/4 per cent
per year, payable in the following manner:

Interest only shall be payable from the date hereof through the current month and
thereafter, the sum of \$403.00 per month. Said monthly payments to be applied first
to interest and the balance towards the reduction of principal commencing September 1, 1978
and every month thereafter until the 1st day of August, 2003 at which time the entire
unpaid balance of principal and interest shall become due and payable.

Should this loan be prepaid during the first year from its inception, a prepayment
penalty will be imposed on the basis of 3% of the balance of the mortgage loan as of
date of prepayment; during the second year 2% of the balance of the mortgage loan as
of date of prepayment; and during the third year 1% of the balance of the mortgage loan
as of date of prepayment. Privilege is granted thereafter to prepay, without penalty,
the balance of the loan or additional scheduled principal installments on any interest
date.

The obligors agree that they will punctually make payment of any and all taxes and
assessments which become due upon the real property described in the mortgage given
to secure the indebtedness, and will exhibit the receipts therefore to the obligee
within 30 days after such payment is due.

The Mortgagee may collect a late charge not to exceed five cents for each dollar of
each payment more than fifteen days in arrears, to cover the extra expense involved
in handling delinquent payments.

In the event of any change in ownership in the property, the obligee/mortgagee may,
at its option, demand that the balance of the principal amount together with interest
thereon shall become due and payable.

And the said Mortgagors do covenant and agree to pay unto the said Mortgagee, the said sum of
money and interest, as mentioned above and expressed in the said Bond or other obligation.

And it is hereby expressly agreed that should any default be made in the payment of the said
interest or of any part thereof, on any
day whereon the same is made payable as herein expressed, or should any tax, assessment, water rent
or other municipal or governmental rate, charge, imposition or lien, now or hereafter imposed or
acquired upon the premises described in this Mortgage, be or become due and payable, and should the
said interest and principal or any part thereof re-

main unpaid and in arrears for the space of thirty (30) days, or said tax, assessment,
water rent or other municipal or governmental rate, charge, imposition or lien, or any of them, remain
unpaid and in arrears for the space of thirty (30) days, then and from thenceforth, that
is to say, after the lapse or expiration of either of the said periods, as the case may be, or should there
occur any default by the Mortgagors, in the performance of any other terms, covenants and conditions
herein contained, the aforementioned principal sum together with interest and all arrearages of
interest thereon, shall, at the option of the said Mortgagee, become and be due and payable immediately
thereafter, although the period herein limited for the payment thereof may not then have expired, any-
thing herein contained to the contrary notwithstanding. The said Mortgagee may, at Mortgagee's
option, pay such tax, assessment, water rent or other municipal or governmental rate, charge, imposi-
tion or lien, in arrears, and the amount so paid shall be added to and become part of the principal sum
evidenced by the said Bond or other obligation and secured by this Mortgage, and shall be payable on
demand, with interest at 8 1/4 %, per year, from the time of such payments.

Now this Indenture Witnesseth, that the said Mortgagors, for better securing the payment
of the said sum of money mentioned in the condition of the said Bond or obligation, with interest
thereon, and the performance by them of the terms, covenants and conditions herein contained, accord-
ing to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar
to the Mortgagors in hand paid by the said Mortgagee at or before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released,

conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said Mortgagee, forever.

All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Town of Hackettstown and State of New Jersey in the County of Warren

BEGINNING at an iron pipe found in the northeasterly sideline of Reese Avenue, said iron pipe being the Fourth corner of a Deed filed in the Warren County Clerk's Office, in Deed Book 455, Page 337, being also corner of the lands of R. E. Backenstoss; and running thence (1) along line of lands of R. E. Backenstoss, South 51° 51' East 482.60 feet to an iron pipe found being a corner of R. E. Backenstoss in line of lands of the Hackettstown Board of Education; thence (2) along Board of Education lands, South 24° 45' West 122.57 feet to a corner in said line being a corner also of lands of the New Jersey State Fish Hatchery; thence (3) along lands of the New Jersey State Fish Hatchery, North 51° 51' West 497.45 feet to a monument found in the northeasterly sideline of Reese Avenue being also a corner of the New Jersey State Fish Hatchery; thence (4) along aforementioned sideline of Reese Avenue, North 31° 40' East 120.00 feet to the place of Beginning.

BEING the same land and premises conveyed to the Mortgagors herein by Deed of Daniel Properties, Inc. bearing date of these presents and about to be recorded simultaneously herewith.

Property known as 19 Reese Avenue, Hackettstown, Warren County, New Jersey.

THE within Mortgage is a First Purchase Money Mortgage given to secure a part of the consideration mentioned in said Deed.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof.

And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the said Mortgagors both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular, the premises herein described, together with the appurtenances unto the said Mortgagee and to Mortgagee's proper use and enjoyment forever.

And the said Mortgors covenant with the said Mortgagee that the said Mortgors are seized of an indefeasible estate in fee simple in said premises, and will warrant and forever defend the title thereto unto the Mortgagee, against all lawful claims whatsoever.

Provided always, and these presents are upon this express condition, that if the said Mortgors shall well and truly pay unto the said Mortgagee, the said sum of money mentioned in the said Bond or obligation, and the interest thereon, at the time and times and in the manner mentioned in the said Bond or obligation, according to the true intent and meaning thereof, then these presents and the estate hereby granted, shall cease, terminate and be void.

And the said Mortgors, the owners of the land above described, do further covenant and agree to and with the said Mortgagee, that the said Mortgors will pay in full, all taxes levied or to be levied upon the lands embraced in this Mortgage, and will not claim any credit on or make any deduction from the interest or principal hereby secured, by reason of the payment of any taxes so levied or to be levied during the continuance of the lien of this Mortgage; and upon the breach of this covenant or any part thereof, this Mortgage may become and be due and payable immediately, at the option of the said Mortgagee.

And it is also Agreed, that the said Mortgors shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, insured against loss or damage against fire and other hazards, **extended coverage & flood hazard insurance, if applicable** by insurers and in an amount approved by the said Mortgagee, and will assign the policy and certificates thereof to the said Mortgagee; and in default thereof, it shall be lawful for the said Mortgagee to effect such insurance, and the premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand, with interest at the rate of $8\frac{1}{2}\%$ per year, from the time of payment of such premiums.

And the said Mortgors shall and will keep the buildings and improvements now on said premises or which may hereafter be erected thereon, in good and substantial repair. Failure so to do shall be a default in the terms and conditions of this Mortgage and the Bond or other obligation accompanying same. It shall be lawful for the Mortgagee, upon such default, to enter upon said premises and repair and keep the same in good and substantial repair; and the cost and expense thereof shall be a lien on the said mortgaged premises, added to the principal sum secured hereby, and shall be payable on demand together with interest at the rate of $8\frac{1}{2}\%$ per year from the time of payment of such costs and expenses.

And said Mortgors agree that if default shall be made in any of the aforesaid covenants or conditions, then, in addition to all rights, remedies and recourses permitted by law, the said Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises, and to let the said premises, and receive the rents, issues and profits thereof, and to apply the same, after payment of all necessary charges and expenses, on account of the amount hereby secured; and said rents and profits are, in the event of any such default, hereby assigned to the said Mortgagee; and the said Mortgagee shall also be at liberty immediately after any such default, upon proceedings being commenced for the foreclosure of this Mortgage, to apply for the appointment of a receiver of the rents and profits of the said premises, and be entitled to the appointment of such receiver as a matter of right, as security for the amounts due the said Mortgagee, without consideration of the value of the mortgaged premises or solvency of any person or persons liable for the payment of such amounts.

Failure of the Mortgagee, in any one or more instances, to insist upon strict performance by the Mortgors of any terms, covenants or conditions of this Mortgage, or to exercise any option or election herein conferred, shall not be deemed to be a waiver or relinquishment for the future of any such terms, covenants, conditions, elections or options.

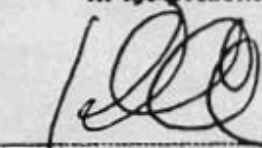
Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

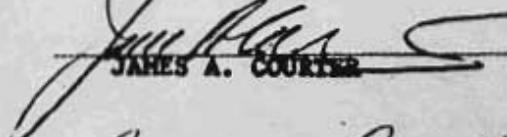
In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Mortgors have hereunto set their hands and seals the day and year first above written.

**WE HEREBY DECLARE AND ACKNOWLEDGE THAT WE HAVE RECEIVED,
WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.**

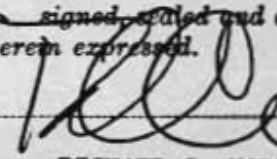
Signed, Sealed and Delivered
in the presence of


RICHARD C. HARE

 (L.S.)
JAMES A. COURTER
 (L.S.)
CARMEN COURTER

State of New Jersey, County of _____, ss.: Be it Remembered,
that on July 14 1978, before me, the subscriber,
person An Attorney at Law of New Jersey
JAMES A. COURTER, & CARMEN COURTER
who, I am satisfied, are the person named in and who executed 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.

Prepared by:
COURTER, ROBERT & HARE, P. A.
256 Main Street, P. O. Box 470
Hackensack, N. J. 07840


RICHARD C. HARE
AN ATTORNEY AT LAW OF NEW JERSEY

Certified Mortgage

Mortgage

JAMES A. COURTER
&
CARMEN COURTER, married
to each other.
TO

GARDEN STATE NATIONAL BANK

Dated July 14 1978

To the Register or Clerk
County of _____

The within mortgage having been fully paid
and satisfied, you are hereby authorized to
cancel same of record.

Dated: 19 _____

(L. S.)

Signature of Mortgagee hereby certified to
be genuine.

President

Test:

Secretary

COURTER, KOBERT & HARE

A PROFESSIONAL CORPORATION

256 MAIN STREET

HACKETTSTOWN, NEW JERSEY 07840

Premises: 19 Reese Avenue, Hackettstown, N.J.

Date July 14, 1978

Seller: DANIEL PROPERTIES, INC.

Purchaser: JAMES A. COURTER & CARMEN COURTER

Apportioned as of: July 14, 1978

Purchase price

125,000.00

Deposit

10,000.00

Taxes $2134.44 \div 365 = 5.84$ a day $\times 195$ days = 1138.80
less 1067.22 paid

71.58

Assessment

Rent

Fuel

Water charges 1st quarter 1/11-4/11/78 19.25

interest 1.22

Fire Insurance 4/11-7/14 15.75

36.22

Public Liability Insurance

Mortgage held by: Peoples Bank

(72,905.35)

Principal due $(\$589.63)$ Orange Savings

48,022.78

Interest due $IN JULY?$ National Community

4,505.93

(Schedule attached of each Mortgage)

Purchase money mortgage

Realty Transfer Fee

437.50

Miscellaneous

Interest on deposit to Daniel, Inc. 10 SATISFACTION OF OFFICE SALE TRANSACTIONS TO PURCHASERS

*72,905.35
10,836.20
62,069.15*

\$ 125,071.58 \$ 135,907.78

SUMMARY

Seller's credits

\$ 125,071.58

Purchaser's credits

\$ 135,907.78

Balance ~~from~~ Seller

\$ (10,836.20)

Received payment in the following manner:

Fullerton & Portillo

*\$ 62,069.15
- 13,500 -*

West of Arach.

*48,569.15
2,000 -*

46,569.15

Approved: DANIEL PROPERTIES, INC.

Seller

JAMES A. COURTER

Purchaser

Seller

CARMEN COURTER

Purchaser

Premises: 19 Reese Avenue, Hackettstown, N.J.

Date July 17, 1978

Seller: DANIEL PROPERTIES, INC.

Purchaser: JAMES A. COURTER & CARMEN COURTER

Apportioned as of: July 17, 1978

Purchase price

125,000.00

Deposit

10,000.00

Taxes 2,314.62 ÷ 365 = 6.3414 per day x 198 days

Assessment Tax Due - 1,255.60

Tax Pd. -- 1,067.22

Rent Purch. Credit - 188.38

188.38

Fuel

Water charges 1st quarter 1/11-4/11 19.25

Interest 1.22

Fire Insurance 4/11 - 7/17 15.75

36.22

Public Liability Insurance

Mortgage held by: Manuel Selengut (Assign. from Peoples)
Orange Savings Bank

13,500.00

Principal due National Community Bank

48,050.83

4,505.93

Interest due (Schedule attached for bank payoffs)

Purchase money mortgage

Realty Transfer Fee

437.50

Miscellaneous Warren County Sheriff/ Writ of Attachment
Internal Revenue Lien (*)
Cancellation/recording Charges

2,000.00

6,000.00 (*)

40.00

Interest on deposit monies (approx. \$150.00) were retained by seller in consideration of office safe transferred and conveyed to purchasers.

(*) Monies to be held by Courter, kobert & Hare, Esq. until receipt of verification of amount of lien from I.R.S.

Totals

\$ 125,000.00

\$ 84,758.86

SUMMARY

Seller's credits

\$ 125,000.00

Purchaser's credits

\$ 84,758.86

Balance due Seller

\$ 40,241.14 (**)

Received payment in the following manner:

(**) Allmonies to be held in escrow by Robert A. Russell, Esq. until receipt of written authorization to release funds from Courter, Kobert & Hare, P.A.

Approved

DANIEL PROPERTIES, INC.

Seller

JAMES A. COURTER

Purchaser

Seller

CARMEN COURTER

Purchaser

PURCHASERS CLOSING STATEMENT

RE: DANIEL PROPERTIES to COURTER
 19 Reese Avenue, Hackettstown, N.J.

I	Purchase Price	\$125,000.00	
	Less Deposit	<u>10,000.00</u>	
		115,000.00	
	Less Mortgage	<u>50,000.00</u>	
	Balance Due		\$65,000.00

II	Taxes	71.58	
	Tax Escrow	533.61	
	Interest 7/14-8/1/78	<u>200.69</u>	
	Total		<u>805.88</u>

Total Items I & II

Balance Low - MTG -

\$65,805.88

50

15,805.88

III Reimbursement for disbursements made:

N.J. Realty Transfer Fee

437.50

IV Adjustments between the parties:

Taxes
 Assessments
 Fuel
 Water

Total

This is to certify that we, the undersigned, have examined the foregoing statement and do hereby represent that the items listed therein are complete, true and accurate, and authorization is given to Courter, Robert & Hare, P.A. to disburse the said funds in our behalf as set forth above.

James A. Courter
 JAMES A. COURTER

Carmen Courter
 CARMEN COURTER

DATED: July 14, 1978



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

MEMORANDUM TO

CHARLES STEELE

FROM:

MARJORIE W. EMMONS

DATE:

FEBRUARY 15, 1979

SUBJECT:

MUR 905 - Interim Investigatory Report
dated 2-13-79; Received in OCS
2-14-79

MWE

The above-named document was circulated on a 24
hour no-objection basis at 4:30, February 14, 1979.

The Commission Secretary's Office has received
no objections to the Interim Investigatory Report as of
4:30 this date.

79040132694

February 14, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Carr
SUBJECT: MUR 905

Please have the attached Interim Invest Report
on MUR 905 distributed to the Commission on

Thank you.

79040132695

RECEIVED
OFFICE OF THE
COMMISSIONER SECRETARY

BEFORE THE FEDERAL ELECTION COMMISSION
February 13, 1979

79 FEB 14 A10: 21

In the Matter of)
)
James Courter)

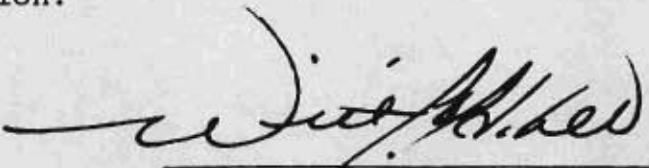
MUR 905

Interim Investigatory Report

On January 25, 1979, the Commission found reason to believe that Congressman James Courter may have violated 2 U.S.C. §441a by accepting contributions in excess of the limitations of that section.

On January 30, 1979, this office met with the respondent regarding the Commission's finding. Affidavits and documents relevant to the Commission's analysis of this matter are currently being prepared by counsel for the respondent. Upon receipt and review of the forthcoming information, this office will make a recommendation to the Commission.

2/13/79
Date


William C. Oldaker
General Counsel

79040132696



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

January 26, 1979

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Honorable James Courter
Room 325
Cannon House Office Building
Washington, D.C. 20515

Re: MUR 905 (78)

Dear Congressman Courter:

The Federal Election Commission has received a complaint which alleges you may have committed certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 905.

The Commission has reason to believe that the allegations in the complaint, if factually correct, state a violation of 2 U.S.C. §441a. Specifically, if you received funds in the form of a gift with which to purchase a home subsequent to your candidacy, the funds would not be considered personal assets as defined by 11 CFR 110.10, but rather, would be considered a contribution. Further, the funds in excess of \$1,000 would be in violation of 2 U.S.C. §441a. Of course, evidence to the contrary would negate the existence of a §441a violation.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification.

If you have any questions, please contact Suzanne Callahan, the staff member assigned to this matter at 202/523-4058.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

If you intend to be represented by counsel in this matter,
please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker

William C. Oldaker
General Counsel

Enclosure

8 6 9 2 3 1 0 4 0 1 3 2 6 1 9 8

HUR 805 CANADIAN

PS Form 3811, Apr. 1977 RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.		
1. The following service is requested (check one): ☐ Show to whom and date delivered. ☐ Show to whom, date, and address of delivery. ☒ RESTRICTED DELIVERY Show to whom and date delivered. ☐ RESTRICTED DELIVERY Show to whom, date, and address of delivery. (CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: <i>Courier Room 325 Cannon Wash, DC</i>		
3. ARTICLE DESCRIPTION: <i>20515</i>		
REGISTERED NO.	CERTIFIED NO.	INSURED NO.
	<i>943742</i>	
(Always obtain signature of addressee or agent)		
I have received the article described above. SIGNATURE ☐ Addressee ☐ Authorized agent		
DATE OF DELIVERY		POSTMARK
5. ADDRESS (Complete only if requested)		
6. UNABLE TO DELIVER BECAUSE:		CLERK'S INITIALS

☆GPO: 1977-0-249-586

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
James Courter (NJ/13))

MUR 905 (78)

CERTIFICATION

I, Marjorie W. Emmons, Secretary to the Federal Election Commission, do hereby certify that on January 25, 1979, the Commission determined by a vote of 5-0 to adopt the following recommendations, as set forth in the First General Counsel's Report dated January 23, 1979, regarding the above-captioned matter:

1. Find reason to believe that James Courter may have violated 2 U.S.C. §441a by accepting contributions in excess of the limitations of that section.
2. Send the notification letter attached to the above-named report.

Voting for this determination were Commissioners Springer, Aikens, Tiernan, McGarry, and Thomson.

Attest:

1/25/79
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary to the Commission

Received in Office of Commission Secretary: 1-23-79, 10:08
Circulated on 48 hour vote basis: 1-23-79, 3:00

January 23, 1979

MEMORANDUM TO: Marge Emmons
FROM: Elissa T. Garr
SUBJECT: MUR 905

Please have the attached First General Counsel's
Report on MUR 905 distributed to the Commission on a 48
hour tally basis.

Thank you.

79040132700

FEDERAL ELECTION COMMISSION
1325 K Street, N.W.
Washington, D.C. 20463

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL
BY OGC TO THE COMMISSION JAN 23 1979

79 JAN 23 10:08
MUR NO. 905 (98)
DATE COMPLAINT RECEIVED
BY OGC
STAFF
MEMBER Callahan

COMPLAINANT'S NAME: Robert C. Grant

RESPONDENT'S NAME: James Courter (NJ/13)

RELEVANT STATUTE: 2 U.S.C. §441a

INTERNAL REPORTS CHECKED: James Courter candidate file
Courter for Congress Committee file

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

The complainant, Robert C. Grant, alleges that James Courter (NJ/13) has accepted funds in excess of the limitations of 2 U.S.C. §441a from an unnamed source and has indirectly used those monies in connection with his campaign, under the guise of personal loans to his committee.

EVIDENCE/ANALYSIS

A review of the reports filed by the Courter for Congress Committee (respondent's principal campaign committee) indicate that Courter loaned it \$119,000 in connection with his 1978 congressional election. The complainant alleges that a "considerable portion" of the \$119,000 was from a source other than Courter's personal funds.

The complainant's allegation is bottomed on his contention that Courter paid \$125,000 cash for the purchase of a "home" at 5 Reese Avenue, Hackettstown, N.J. on June 15, 1978, and one month later took out two separate \$50,000 mortgages on this property and another property in Hackettstown owned by him. Complainant alleges that "... A review of Courter's own statement of his finances show that he couldn't have had \$125,000 cash at the time of the purchase of the home." Subsequent to the securing of the two \$50,000 mortgages, Courter loaned his Committee \$55,000 as follows: September 13, 1978, \$20,000 September 26, 1978, \$30,000 and November 1, 1978, \$5,000. Previously

Courter had loaned his Committee \$64,000; thus the total of \$119,000. In support of his allegations complainant submitted a copy of the deed, dated June 15, 1978 and copies of two mortgages, both dated July 14, 1978; additional documentation includes, hand written notes of Courter's loans to the Committee, a press release dated October 6, 1978 from Courter for Congress Committee, a statement of assets and liabilities of James Courter, dated October 1, 1978 and the income statement of Courter and his wife from 1970 through 1977.

Complainant implies that "someone" gave Courter the \$125,000 which was used to purchase the "home" and that proceeds from the mortgages were used for his campaign, "... in effect laundering funds from an unknown source for use in his campaign [in violation] of the election law."

The documentation, however, is not as clear-cut as complainant alleges. It is entirely possible that the proceeds from one if not both mortgages could have been used for the purchase of the "home." The deed, to 19 Reece Avenue, although dated June 14, 1978, could have been recorded on July 17, 1978; the face of the incomplete deed shows that the transfer tax on \$125,000 was paid on July 17, 1978 (normally the tax is paid at the time of recordation). The \$50,000 mortgage on this property dated July 14, 1978 recites that it is a first purchase money mortgage given to secure the deed on 19 Reece Avenue (see the second page of the mortgage).

The mortgage on a second property at 5 Reese Avenue is also dated July 14, 1978. It is entirely possible that the proceeds from this mortgage went into the purchase price of the 19 Reece Avenue property. Conversely, the \$50,000 proceeds could have been loaned by Courter to the committee during the later stages of the campaign.

An examination of Courter's assets and liabilities as of October 1, 1978 shows that he was not, as complainant implies, unable to afford the \$55,000 loaned to the committee without a secret contributor paying for the 19 Reece Avenue property. First, his 1/2 interest in 5 Reece Avenue has a market value of \$38,500 (Courter's personal equity therein being \$13,500 since his 1/2 interest liability on the note secured by the mortgage is \$25,000). Second, his 1/2 interest in the Courter's Hatchery Road residence is \$62,000 at market (it should be noted that 19 Reece Avenue does not appear on this statement) giving him an equity therein of \$37,500 i.e. \$62,500 less \$25,000 due on the mortgage (his 1/2 interest liability on the note). Finally, his remaining assets are substantial and in light of his liabilities conceivably could have convinced the bank to loan him \$50,000 on the 5 Reece Avenue property which he then could have

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turned over to his Committee in the form of loans. However, this is conjecture at this point and the facts can only be ascertained by giving Mr. Courter an opportunity to explain his position.

Other than Presidential candidates receiving public financing, federal candidates may make unlimited expenditures from personal funds. Under §110.10 of the Commission's regulations, personal funds include assets to which a candidate had legal and rightful title or the right of beneficial enjoyment at the time the individual became a candidate or personal assets under §110.10 (b) (2).

Accordingly, if the allegations as stated are correct, Courter may have violated the Act by accepting funds subsequent to his candidacy which then enabled him to use the acquired assets for the purpose of loaning funds to his campaign. 1/

As we can neither deny nor confirm the allegations stated in the complaint, we recommend that a reason to believe finding be made in order that an investigation be conducted to ascertain whether James Courter received funds in excess of the limitations in §441a and, if so, whether other violations may have also been committed in connection with the transaction.

RECOMMENDATION

1. Find reason to believe that James Courter may have violated 2 U.S.C. §441a by accepting contributions in excess of the limitations of that section.
2. Send attached notification letter.

ATTACHMENTS

Notification letter
Complaint

1/ See AO's 1976-70, 1976-84, and 1978-40 concerning personal assets of a candidate.

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MUG 6037
INTERMARK ASSOCIATES

114 E. RIDGEWOOD PARKWAY
DENVER, NEW JERSEY 07834
(201) 625-3983

RECEIVED
FEDERAL ELECTION
COMMISSION

79 JAN 2 PM 3:08
December 28, 1978

Mr. Jay Myerson
Federal Election Commission
1325 K. Street N.W.
Washington, D.C. 20463

003790

Dear Mr. Myerson:

This letter is a formal complaint about the campaign funding operations of James Courter, elected this past November to the House of Representatives from the 13th Congressional District of New Jersey.

It would appear that Mr. Courter has violated the sections of the Federal campaign law dealing with excessive contributions by an individual or by a corporation and I request an investigation based on the information I supply below and the information contained in the documents provided.

As indicated by his campaign spending reports Courter claims to have spent \$119,000 of his "own" money for the general and primary campaigns. It is my contention that a considerable portion of that \$119,000 did not come from Courter, but from another individual in violation of the campaign contribution laws. I base my contention on a review of the reports filed with the Federal Election Commission, Mr. Courter's own statements about his finances and a review of certain mortgage documents on the pur-

(more)

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chase of a \$125,000 home.

On the 7th of February, 1978, Courter signed a contract to purchase a home at 5 Reese Avenue, Hackettstown, N.J. for \$125,000. There is nothing available in the public records to indicate any funds changed hands at the time. On June 15, 1978 Courter finalized the deal for the home and took title apparently paying \$125,000 cash for the place. Almost a month later he took out two \$50,000 mortgages on both his Hackettstown residences. The date of these instruments is July 14, 1978. A review of Courter's own statement of his finances shows that he couldn't have had \$125,000 cash at the time of the purchase of the home.

Also, a review of Courter's income statements for the time since 1970 shows that it is highly unlikely that he would have been able to put aside the amount of money necessary to pay cash for this property.

In less than a month before he signed for the home on June 14, 1978, Courter made contributions to his campaign totalling \$30,000. Following the purchase of the \$125,000 property Courter made the following contributions totalling \$55,000 to his campaign: 7/10/78, \$10,000; 9/13/78, \$20,000; 9/26/78, \$30,000 and 11/1/78, \$5,000. Courter contributed a total of \$119,000 to his campaign.

Logic indicates that this man could not have saved from declared income the \$244,000 cash he paid to his campaign fund and for the 19 Reese Road property in Hackettstown.

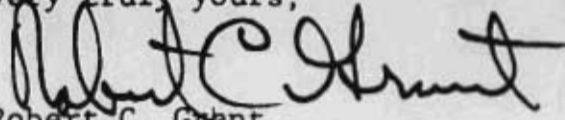
(more)

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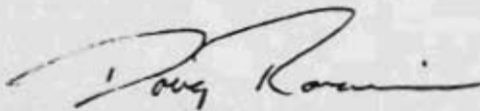
It appears that someone gave Mr. Courter \$125,000 in June, 1978, which he then used to purchase a house. He then sought and secured mortgages on both the newly purchased house and his residence in the amount of \$100,000. These funds were gotten in the form of two \$50,000 mortgages. Then Courter apparently used the proceeds of these mortgages for his campaign, in effect laundering funds from an unnamed source for use in his campaign. - I believe these violations of the election law, if true, are the reason for his victory. I have enclosed all the information I have on the topic.

Thank you for your attention in this matter.

Very truly yours,


Robert C. Grant

RCG:jbt
encls.



DOUGLAS H. ROMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 20, 1980

12/28/78

79040132700

236170

61 653 312

This Contract, made the 7th day of February, 1978,

Between DANIAL PROPERTIES, INC., a Corporation of the State of New Jersey,

residing or located at 220 Main Street
in the Town of Hackettstown in the County of Warren
and State of New Jersey herein designated as the Seller,

And JAMES COURTER and CARMEN COURTER, his wife,

residing or located at Reese Avenue
in the Town of Hackettstown in the County of Warren
and State of New Jersey herein designated as the Purchaser;

Witnesseth, That the Seller, for and in consideration of the sum of ONE HUNDRED TWENTY-FIVE

THOUSAND (\$125,000.00) Dollars to be paid and satisfied as stipulated herein, and also in consideration of the covenants and agreements herein contained and to be performed by the Purchaser, agrees to convey to the Purchaser, free from all encumbrances except as this contract may otherwise provide, by deed of Bargain and Sale (Covenant Against Grantor) on the date herein fixed for the closing of title,

All those certain lot or tract or parcel of land, together with the buildings and improvements thereon and the privileges and appurtenances thereto appertaining, situate, lying and being in the Town of Hackettstown in the County of Warren and State of New Jersey, more particularly described as follows:

Description attached hereto as Exhibit A.

Being the same premises conveyed to Danial Properties, Inc., by Deed from Harry L. Gardner and Norma Gardner, his wife, dated Nov. 21, 1977.

14 Res Ave

79040132707

All those tracts or parcels of land and premises, situate, lying and being in the Town of Hackensack and in the County of Warren and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the North Easterly Sideline of Reese Avenue, said iron pipe being the Fourth Corner of a deed filed in the Warren County Clerk's Office, Deed Book 445, Page 337 being also corner of lands of R. E. Backenstoss and running thence; (1) Along line of lands R. E. Backenstoss South 51 degrees 51 minutes East, 482.60 feet to an iron pipe found being a corner of R. E. Backenstoss in line of lands of the Hackensack Board of Education; (2) Along Board of Education lands South 24 degrees 45 minutes West, 122.57 feet to a corner in said line being a corner also of lands of the New Jersey State Fish Hatchery; (3) Along lands of the New Jersey State Fish Hatchery North 51 degrees 51 minutes West, 497.45 feet to a monument found in the North Easterly Sideline of Reese Avenue being also a corner of the New Jersey State Fish Hatchery; (4) Along aforementioned Sideline of Reese Avenue North 31 degrees 40 minutes East, 120.00 feet to THE PLACE OF BEGINNING.

Containing 1.3413 Acres.

In accordance with a Survey by Michael Sadlon Jr. Assoc. Inc., dated April 6, 1972.

Being the same premises conveyed to Bernard F. Fluegel and Violet S. Fluegel, his wife, by Deeds dated April 3, 1962, and recorded in the Warren County Clerk's Office in Deed Book 445, Page 238, and Deed Book 445, Page 337.

Said premises also being described in former conveyances as follows:

All those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Hackensack in the County of Warren, State of New Jersey:

TRACT #1: BEGINNING at a hub in the southerly line of Reese Avenue sometimes known as State Fish Hatchery Road, said hub being also in the line of the State Fish Hatchery lands, thence (1) along said southerly side of Reese Avenue, North 31° 40' East 85 feet to a hub for a corner, thence (2) through the lands of Edith Hanna Good and Donald S. Good South 51° 51' East 200 feet to a hub for a corner, thence (3) still through the lands of Edith Hanna Good and Donald S. Good, South 38° 09' West 84.45 feet to a hub for a corner in the Fish Hatchery property line, thence (4) along the State Fish Hatchery property line North 51° 51' West 190.41 feet to the place of

Beginning, as surveyed and described by R. H. Robson, C.E., June 1941.

TRACT #2: BEGINNING at the northeast corner of Thomas P. Pooley's house lot, an iron pin in the easterly right-of-way line of Hatchery

road, the line run thence (1) along said right-of-way line North 31° 40' East, 15 feet to a corner, thence (2) thru lands of Donald S. Good et ux., South 51° 51' East 436 feet, more or less to a corner, thence (3) still thru lands of Donald S. Good, et ux South 24° 45' West 100 feet to a point in the line of the State Fish Hatchery, thence (4) along the State Fish Hatchery line, an old stone row and wire fence, North 51° 51' West 257 feet, more or less, to the southwest corner of Pooley's house lot, thence (5) along Pooley's line North 35° 09' East 84.45 feet to the southeast corner of said Pooley's house lot, thence (6) along Pooley's line North 51° 51' West, 200 feet to the point of Beginning.

TRACT #3: BEGINNING AT A POINT BEING THE third corner of premises heretofore conveyed by Donald S. Good et ux to Thomas P. Pooley et ux by deed recorded in the Warren County Clerk's Office in Book 339, page 257; thence (1) South 24° 45' West 100 feet along the third course of said above deed; thence (2) South 51° 51' East 50 feet to a point in the line common with Morgan; thence (3) parallel with the first course North 24° 45' East 100 feet to a point; thence (4) parallel with the second course North 51° 51' West 50 feet to the point and place of Beginning.

This description is drawn with reference to a survey made by John E. Kingsley dated May 1948.

TRACT #4: BEGINNING at an existing iron pipe driven in the ground in the easterly Sideline of Reese Ave., said point of Beginning being the beginning corner of a lot conveyed to R. Elwood Backenstoss and wife by Wallace H. Good and wife by deed dated March 21, 1960 and recorded in the Warren County Clerk's Office in Book 431 of Deeds, on pages 1007 &c., thence (1) along the 1st course described in the aforementioned deed of conveyance South 51° 51' East 486.0 feet to a point in a stone fence, thence (2) partly along the 2nd course described in said deed North 24° 45' East 20.0 feet more or less to a point, thence (3) North 51° 51' West 483.7 feet to an iron pipe, thence (4) along the easterly Sideline of Reese Ave., South 31° 40' West 20.0 feet to the point and place of Beginning.

EXHIBIT A

422-12
247-130

324-12
654-20
345-150

154-436
100-257
84-5-12

101-58
101-50

154-436
486-20
483-20

of

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Warren

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238779

NO. 482 PAGE 39

FORM A. MORTGAGE, INTEREST, INSURANCE, TAX AND ASSESSMENT
NO. 10 NO. 08 CORP. 18-000 FORMCOPYRIGHT 1915 BY ALL-STATE SIGNAL SUPPLY CO.
200 HILLSIDE STREET, MOUNTAINVIEW, N.J. 07096

This Mortgage, made the 14th day of July 1978

Between

JAMES A. COURTER & CARMEN COURTER, married to each other,

weliving at 19 Reesa Avenue
in the Town of Hackensack
Warren and State of New Jersey
hereinafter designated as the Mortgagors,

GARDEN STATE NATIONAL BANK, a banking corporation organized
and existing under the laws of the United States of America

located at 10 Forest Avenue
in the Borough of Paramus
Bergen and State of New Jersey
hereinafter designated as the Mortgagee;

Witness, the said Mortgagors are jointly indebted to said Mortgagee, in the sum of
FIFTY THOUSAND (\$50,000.00) Dollars,
lawful money of the United States of America, to be paid according to Mortgagors' certain bond or
obligation in the like sum and bearing even date with these presents (the terms, covenants and condi-
tions of which are made a part hereof) and conditioned for the payment of the said sum, lawful money
as aforesaid, to the said Mortgagee, on August 1 2003 XXXX, and interest thereon,
to be computed from July 14 1978, at and after the rate of 8 1/2 percent
per year, payable in the following manner:

Interest only shall be payable from the date hereof through the current month and
thereafter, the sum of \$403.00 per month. Said monthly payments to be applied first
to interest and the balance towards the reduction of principal commencing September 1, 1978
and every month thereafter until the 1st day of August, 2003 at which time the entire
unpaid balance of principal and interest shall become due and payable.

Should this loan be prepaid during the first year from its inception, a prepayment
penalty will be imposed on the basis of 3% of the balance of the mortgage loan as of
date of prepayment; during the second year 2% of the balance of the mortgage loan as
of date of prepayment; and during the third year 1% of the balance of the mortgage loan
as of date of prepayment. Privilege is granted thereafter to prepay, without penalty,
the balance of the loan or additional scheduled principal installments on any interest
date.

The obligors agree that they will punctually make payment of any and all taxes and
assessments which become due upon the real property described in the mortgage given
to secure the indebtedness, and will exhibit the receipts therefore to the obligee
within 30 days after such payment is due.

The Mortgagee may collect a late charge not to exceed five cents for each dollar of
each payment more than fifteen days in arrears, to cover the extra expense involved
in handling delinquent payments.

In the event of any change in ownership in the property, the obligee/mortgagee may,
at its option, demand that the balance of the principal amount together with interest
thereon be paid in full at the time of such change of ownership.

And the said Mortgagors do covenant and agree to pay unto the said Mortgagee, the said sum of
money and interest, as mentioned above and expressed in the said Bond or other obligation,
and it is hereby expressly agreed that should any default be made in the payment of the said
interest and principal or of any part thereof, on any
day whereon the same is made payable as herein expressed, or should any tax, assessment, water rent
or other municipal or governmental rate, charge, imposition or lien, now or hereafter imposed or
acquired upon the premises described in this Mortgage, be or become due and payable, and should the
said interest and principal or any part thereof re-
main unpaid and in arrears for the space of thirty (30) days, or said tax, assessment,
water rent or other municipal or governmental rate, charge, imposition or lien, or any of them, remain
unpaid and in arrears for the space of thirty (30) days, then and from thenceforth, that
is to say, after the lapse or expiration of either of the said periods, as the case may be, or should there
occur any default by the Mortgagors, in the performance of any other terms, covenants and conditions
herein contained, the aforementioned principal sum together with interest and all arrearages of
interest thereon, shall, at the option of the said Mortgagee, become and be due and payable immediately
thereafter, although the period herein limited for the payment thereof may not then have expired, any-
thing herein contained to the contrary notwithstanding. The said Mortgagee may, at Mortgagee's
option, pay such tax, assessment, water rent or other municipal or governmental rate, charge, imposi-
tion or lien, in arrears, and the amount so paid shall be added to and become part of the principal sum
evidenced by the said Bond or other obligation and secured by this Mortgage, and shall be payable on
demand, with interest at 8 1/2 % per year from the time of such payments.

And this Indenture Witnesseth, that the said Mortgagors, for better securing the payment
of the said sum of money mentioned in the condition of the said Bond or obligation, with interest
thereon, and the performance by them of the terms, covenants and conditions herein contained, accord-
ing to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar
to the Mortgagors in hand paid by the said Mortgagee at or before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released,

June 15,
1978

79040132709

INDENTURE OF MORTGAGE made the

14th

day of

JULY

1978

JAMES A. COURTIER

AND CARMEN COURTIER

hereinafter referred to as the Owner(s) or Mortgagor(s), and Garden State National Bank, its successors and/or assigns, having its principal place of business at 10 Forest Avenue, Paramus, New Jersey, 07652, hereinafter referred to as Mortgagee,

WITNESSETH,

THAT WHEREAS, one and/or both of the Owner(s) is, are indebted to the above mentioned Mortgagee, its successors and/or assigns in the sum of

~~SEVENTY~~ FIFTY THOUSAND DOLLARS AND NO CENTS 0000

Dollars

50,000.00

(~~SEVENTY~~ FIFTY THOUSAND DOLLARS AND NO CENTS 0000) evidenced by a note(s) and/or other obligation(s) made by the Owner(s), and/or any renewals and/or extensions thereof made by the Owner(s) from time to time thereafter, in such increase and/or additional amounts as the parties may agree.

NOW WITNESSETH, that the Owner(s), to better secure the payment of said note(s) and/or obligation(s) and any and all renewals and/or extensions thereof, and in consideration thereof and of \$1.00 and other good and valuable consideration to him, her or them paid by the Mortgagee aforementioned, the receipt whereof is hereby acknowledged, has, or have, granted, bargained, aliened, released, conveyed and confirmed, and by these presents, does or do, grant, bargain, alien, release, convey and confirm to the aforementioned Mortgagee, its successors and/or assigns, premises

known as Lot 25 Block 107 on the Tax Map

of

(Street Address) 5 RYESS AVENUE

In the City or Town of HACKENSACK, N.J. 07840

County of WARREN and State of New Jersey or as more particularly described on Schedule "A" annexed hereto and made a part hereof, with all and singular, the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well as in law as in equity of the said Owner, of, in and to the same and every part and parcel thereof, with the appurtenances, unto the said Mortgagee aforementioned, its successors and/or assigns, to its own proper use, benefit and behoof forever. Upon payment of the balance due as referred to herein, these presents shall cease, determine and be void. The renewal of said note(s) or the extending of the payments thereof shall not waive any rights of the said Mortgagee created hereby. Should the premises above described be sold or conveyed after the date hereof, any unpaid balance due hereunder shall immediately become due and payable, anything therein to the contrary notwithstanding.

Mortgagor(s) covenants and agrees to perform and abide by the terms and covenants herein contained and the terms and covenants in the note(s) referred to herein, which are made a part hereof as though set forth herein at length.

Mortgagor(s) hereby assigns to Mortgagee, its successors and/or assigns, the rents, issues and profits of the mortgaged property as further security for the payment of the indebtedness secured hereby, together with the right to enter upon the property to collect the same. In the event of default, Mortgagee may forthwith therewith take possession of the premises and thereafter collect the rents, etc. and apply the same to all charges due hereunder.

This mortgage is intended to cover and/or secure the payment of any and all other obligations and/or liabilities of whatsoever kind of the Mortgagor(s) to the Mortgagee, or the Mortgagee's assigns in existence at the time that payment is due hereunder and the Mortgagor(s) do hereby grant said Mortgagee a lien upon the premises described herein for the said amounts due.

It is represented by the Mortgagor(s) that they are the sole owners of said premises.

IN WITNESS WHEREOF, the Mortgagor(s) has or have hereunto set their hand(s) and seal(s) the day and year first above written, as their voluntary act and deed, after having read the contents hereof.

Attn
Corporate
Seal
Here

Signed, Sealed and Delivered
In the presence of

Attest:

Witness (Secretary if Corporation)

James A. Courtier (L.S.)
JAMES A. COURTIER
Carmen Courtier
CARMEN COURTIER

THE OWNER MORTGAGOR(S) HEREBY DECLARE AND ACKNOWLEDGE THAT THEY (HE) HAVE RECEIVED, SIMULTANEOUSLY HERewith, A TRUE COPY OF THE WITHIN MORTGAGE.

James A. Courtier
JAMES A. COURTIER
Carmen Courtier
CARMEN COURTIER

ORIGINAL

The undersigned hereby certify that the within instrument is a true copy of the original.

Mortgagee or Mortgagee's Attorney

235655

This Deed, made the 15th day of

June

1978

Between: DAMIAL PROPERTIES, INC.,

a corporation existing under and by virtue of the laws of the State of New Jersey
 Having its principal office at 220 Main Street
 in the Town of Hackettstown in the County of
 Warren and State of New Jersey herein designated as the Grantor,
 And JAMES COURTER and CARMEN COURTER, his wife,

about to be
 residing or located at 19 Reese Avenue
 in the Town of Hackettstown in the County of
 Warren and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of ONE HUNDRED TWENTY-FIVE
 THOUSAND (\$125,000.00) DOLLARS-----

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or
 before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
 Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the
 Grantees forever,

All those tract or parcel of land and premises, situate, lying and being in the
 Town of Hackettstown in the
 County of Warren and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the North Easterly Sideline of
 Reese Avenue, said iron pipe being the Fourth Corner of a deed filed
 in the Warren County Clerk's Office, Deed Book 445, Page 337 being
 also corner of lands of R. E. Backenstoss and running thence; (1)
 Along line of lands R. E. Backenstoss South 51 degrees 51 minutes
 East, 482.60 feet to an iron pipe found being a corner of R. E.
 Backenstoss in line of lands of the Hackettstown Board of Education;
 (2) Along Board of Education lands South 24 degrees 45 minutes West,
 122.57 feet to a corner in said line being a corner also of lands of
 the New Jersey State Fish Hatchery; (3) Along lands of the New Jersey
 State Fish Hatchery North 51 degrees 51 minutes West, 497.45 feet to
 a monument found in the North Easterly sideline of Reese Avenue being
 also a corner of the New Jersey State Fish Hatchery; (4) Along afore-
 mentioned Sideline of Reese Avenue North 31 degrees 40 minutes East,
 120.00 feet to THE PLACE OF BEGINNING.

Containing 1.3413 Acres.

In accordance with a Survey by Michael Sadlon Jr. Assoc. Inc.,
 dated April 6, 1972.

Being the same premises conveyed to Damial Properties, Inc., by
 Deed from Barry L. Gardner and Norma Gardner, his wife, dated
 November 21, 1977, and recorded in the Warren County Clerk's Office
 on January 27, 1978 in Book 650 of Deeds for said County at Page 1746c
 as Document No. 235577.

Said premises also being described in former conveyances as
 follows:

All those certain tracts or parcels of land and premises, hereinafter
 particularly described, situate, lying and being in the Town of
 Hackettstown in the County of Warren, State of New Jersey:

TRACT #1: BEGINNING at a hub in the southerly line of Reese Avenue
 sometimes known as State Fish Hatchery Road, said hub being also in
 the line of the State Fish Hatchery lands, thence (1) along said
 southerly side of Reese Avenue, North 31° 40' East 85 feet to a hub
 for a corner, thence (2) through the lands of Edith Hanna Good and
 Donald S. Good South 51° 51' East 200 feet to a hub for a corner,
 thence (3) still through the lands of Edith Hanna Good and Donald S.
 Good, South 38° 09' West 84.45 feet to a hub for a corner in the Fish
 Hatchery property line, thence (4) along the State Fish Hatchery
 property line North 51° 51' West 190.41 feet to the place of
 Beginning, as surveyed and described by R. H. Robson, C. E., June 1941
 TRACT #2: BEGINNING at the northeast corner of Thomas P. Pooley's

COUNTY OF WARREN
 CONSIDERATION
 REALTY TRANSFER TAX
 DATE 7-17-78 AT 11:00 AM

19040132712

45777
 X 45777

45777
 501 x 177

657 78

house lot, an iron pin in the easterly right-of-way line of Hatchery Road, the line runs thence (1) along said right-of-way line North $31^{\circ} 40'$ East, 15 feet to a corner, thence (2) thru lands of Donald S. Good et ux., South $51^{\circ} 51'$ East 436 feet, more or less to a corner, thence (3) still thru lands of Donald S. Good, et ux South $24^{\circ} 45'$ West 100 feet to a point in the line of the State Fish Hatchery, thence (4) along the State Fish Hatchery line, an old stone row and wire fence, North $51^{\circ} 51'$ West 257 feet, more or less, to the southwest corner of Pooley's house lot, thence (5) along Pooley's line North $38^{\circ} 09'$ East 84.45 feet to the southeast corner of said Pooley's house lot, thence (6) along Pooley's line North $51^{\circ} 51'$ West, 200 feet to the point of Beginning.

TRACT #3: BEGINNING at a point being the third corner of premises heretofore conveyed by Donald S. Good et ux to Thomas P. Pooley et ux, by deed recorded in the Warren County Clerk's Office in Book 339, page 257; thence (1) South $24^{\circ} 45'$ West 100 feet along the third course of said above deed; thence (2) South $51^{\circ} 51'$ East 50 feet to a point in the line common with Morgan; thence (3) parallel with the first course North $24^{\circ} 45'$ East 100 feet to a point; thence (4) parallel with the second course North $51^{\circ} 51'$ West 50 feet to the point and place of Beginning.

This description is drawn with reference to a survey made by John E. Kingsley dated May 1948.

TRACT #4: BEGINNING at an existing iron pipe driven in the ground in the easterly sideline of Reese Ave., said point of Beginning being the beginning corner of a lot conveyed to R. Elwood Hackenstoss and wife by Wallace H. Good and wife by deed dated March 21, 1960 and recorded in the Warren County Clerk's Office in Book 431 of Deeds, on pages 1007 &c., thence (1) along the 1st course described in the aforementioned deed of conveyance South $51^{\circ} 51'$ East 486.0 feet to a point in a stone fence, thence (2) partly along the 2nd course described in said deed North $24^{\circ} 45'$ East 20.0 feet more or less to a point, thence (3) North $51^{\circ} 51'$ West 483.7 feet to an iron pipe, thence (4) along the easterly sideline of Reese Ave., South $31^{\circ} 40'$ West 20.0 feet to the point and place of Beginning.

BEING, further known and designated as Block 107, Lot 30 on the Official Tax Map of the Town of Hackettstown, Warren County, New Jersey.

15x 436 v
100x 257 v
84x 200

100x 50 v
100x 50

486x 20
KAS 3v 20

29040132713

79040132744
jim courter



congress

HACKETTSTOWN, N.J. October 6, 1978 - Republican Congressional

Candidate Jim Courter today released figures that show that he and his wife, Carmen, paid income taxes of \$109,375 on a taxable income of \$346,106 during the past eight years. The figures also show that [redacted] the Courters paid \$10,799 in property taxes during that period.

In a personal financial statement also released, Courter showed a personal net worth of \$290,017. Assets include his personal residences in Hackettstown, his business property in Hackettstown, various real estate holdings, mostly in Warren County, and his law firm, Courter, Robert, and Hare, P.A.

Courter reported a 1/2 interest in his two Hackettstown homes, for a combined value of \$100,500, assessed at market value. In addition, he listed a 1/2 interest in his law firm building, located at 256 Main Street, Hackettstown, worth \$30,000 --- market value, and a 1/3 interest in his law firm, worth approximately \$20,000.

Courter lists liabilities of \$57,800, all mortgage payments on his two homes and his law firm property.

Charlie's loans

1/17 \$3,000

3/1 \$5,000

3/15 2,000

4/5 2,000

4/17 5,000

4/25 7,000

5/9

\$1000 (contribution)

5/17 5,000

5/22 10,000

5/30 5,000

44,000

6/26 10,000

54,000

7/10 10,000

9/13 20,000

9/24 30,000

114,000

11/1 5,000

9/30 Forgiveness of loans

\$49,000

- 49,000

50,000

65,000

JAMES A. AND MARION C. COURTER

	Taxable Income	Income Tax Paid	Real Property Tax Paid
1977	\$ 54,486	\$ 17,443	\$ 1,239
1976	42,983	12,845	1,989
1975	28,289	7,021	1,996
1974	19,253	3,755	1,811
1973	73,223	28,529	1,409
1972	50,999	16,597	1,262
1971	41,436	12,829	1,093
1970	<u>35,437</u>	<u>10,356</u>	<u>None</u>
	<u>\$346,106</u>	<u>\$109,375</u>	<u>\$10,799</u>

79040132716

JAMES A. COURTER
STATEMENT OF ASSETS AND LIABILITIES
OCTOBER 1, 1978

ASSETS

Cash on hand and in banks	\$ 3,000
Cash value - Life insurance	1,500
Personal residence - Hatchery Road, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	62,000
Real estate - 5 Reese Avenue, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	38,500
Real estate - 256 Main Street, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	30,000
100% Interest - Crescent Land Co., Inc., Hackettstown, New Jersey	3,677
20% Interest - Tranquility Inn, Inc., Green Township, New Jersey (Approx.)	10,000
33 1/3% Interest in Courter, Robert & Hare, P.A., Hackettstown, New Jersey (Approx.)	20,000
12.09% Partnership interest in Suburban Properties, Ltd., Hope Township, New Jersey as of December 31, 1977	21,490
10% Partnership interest in 517 Professional Associates Allamuchy Township, New Jersey as of December 31, 1977	992
2.08% Partnership interest in Cedar Woods, Ltd., Blairstown Township, New Jersey as of December 31, 1977	1,435
1.61% Partnership interest in Country View Estates, Ltd., Blairstown Township, New Jersey as of December 31, 1977	1,393
20% Partnership interest in D.C.R. Partnership, Green Township, New Jersey as of December 31, 1977	21,623
33 1/3% Partnership interest in D J Partnership, Harmony Township, New Jersey as of December 31, 1977	34,991
.12% Partnership interest in Sundial Rental Partners, Ltd., Sanibel, Florida as of September 30, 1977	216
10% Partnership interest in Courter Partnership, Little Egg Harbor Township, New Jersey as of September 30, 1978 (Approx.)	12,000

(cont.)

JAMES A. COURTER
STATEMENT OF ASSETS AND LIABILITIES
OCTOBER 1, 1978

ASSETS
(cont.)

Condominium - Sanibel, Florida, 1/3 interest (Market Value)	15,000
Loan receivable - Courter for Congress Committee, Hackettstown, New Jersey	65,000
Household furnishings and personal property, 1/2 interest	<u>5,000</u>
	<u>347,817</u>

LIABILITIES

Mortgage payable - Hatchery Road and 5 Reese Avenue Hackettstown, New Jersey, 1/2 interest	50,000
Mortgage payable - 256 Main Street, Hackettstown, New Jersey, 1/2 interest (Approx.)	<u>7,800</u>
	<u>57,800</u>

\$290,017

NET ASSETS

79040132710



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Honorable James Courter
Room 325
Cannon House Office Building
Washington, D.C. 20515

Re: MUR 905 (78)

Dear Congressman Courter:

The Federal Election Commission has received a complaint which alleges you may have committed certain violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 905.

The Commission has reason to believe that the allegations in the complaint, if factually correct, state a violation of 2 U.S.C. §441a. Specifically, if you received funds in the form of a gift with which to purchase a home subsequent to your candidacy, the funds would not be considered personal assets as defined by 11 CFR 110.10, but rather, would be considered a contribution. Further, the funds in excess of \$1,000 would be in violation of 2 U.S.C. §441a. Of course, evidence to the contrary would negate the existence of a §441a violation.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

The Commission is under a duty to investigate this matter expeditiously. Therefore, your response should be submitted within ten days after your receipt of this notification.

If you have any questions, please contact Suzanne Callahan, the staff member assigned to this matter at 202/523-4058.

This matter will remain confidential in accordance with 2 U.S.C. §437g(a)(3)(B) unless you notify the Commission in writing that you wish the investigation to be made public.

9040132719

If you intend to be represented by counsel in this matter,
please have such counsel so notify us in writing.

Sincerely,

William C. Oldaker
General Counsel

Enclosure

79040132720

FRANK THOMPSON, JR., N.J., CHAIRMAN

JOHN H. DENT, PA.
LUCIEN H. NEDZI, MICH.
JOHN BRADENAS, IND.
AUGUSTUS P. HAWKINS, CALIF.
FRANK ANNUNZIO, ILL.
JOSEPH M. SAYOOS, PA.
ED JONES, TENN.
ROBERT H. MULLOCHAN, W. VA.
JOHN VAN DEERLIN, CALIF.
JOSEPH G. MURPHY, N.J.
MENDEL J. DAVIS, S.C.
CHARLES ROSS, N.C.
JOHN L. BURTON, CALIF.
EDWARD W. PATTERSON, N.Y.
LEON E. PANETTA, CALIF.
JOSEPH E. AMERMAN, PA.

WILLIAM L. DICKINSON, ALA.
SAMUEL L. DEYNE, OHIO
JAMES C. CLEVELAND, N.M.
CHARLES E. WIGGINS, CALIF.
J. HERBERT BURKE, FLA.
BILL FREEMAN, MINN.
DAVE STOCKMAN, MICH.
ROBERT E. BADHAM, CALIF.

WILLIAM G. PHILLIPS, STAFF DIRECTOR
ROBERT E. MOSS, GENERAL COUNSEL

Congress of the United States

House of Representatives

COMMITTEE ON HOUSE ADMINISTRATION

SUITE H-328, U.S. CAPITOL

Washington, D.C. 20515

January 18, 1979

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463

9000000

Dear Mr. Oldaker:

Enclosed is a complaint, which was misdirected to me, setting forth allegations of violations of the Federal Election Campaign Act. As this complaint appears to meet the requirements of a formal complaint in Section 111.2 of the Federal Election Commission regulations, I am forwarding it to you for an appropriate response.

With kind regards,

Cordially,

Frank Thompson Jr.
Frank Thompson, Jr.
Chairman

FT:crj

Enclosure

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

INTER-MARK ASSOCIATES

114 E. RIDGEWOOD PARKWAY
DENVER, NEW JERSEY 07834
(201) 625-3983

RECEIVED

JAN 3 1979

December 28, 1978

Chairman Frank Thompson
House Administration Committee
H326 U. S. Capitol
Washington, D.C. 20515

Dear Congressman Thompson:

This letter is a formal complaint about the campaign funding operations of James Courter, elected this past November to the House of Representatives from the 13th Congressional District in New Jersey.

It would appear that Mr. Courter has violated the sections of the Federal campaign law dealing with excessive contributions by an individual or by a corporation and I request an investigation based on the information I supply below and the information contained in the documents provided.

As indicated by his campaign spending reports Courter claims to have spent \$119,000 of his "own" money for the general and primary campaigns. It is my contention that a considerable portion of that \$119,000 did not come from Courter, but from another individual in violation of the campaign contribution laws. I base my contention on a review of the reports filed with the Federal Election Commission, Mr. Courter's own statements about his finances and a review of certain mortgage documents on the pur-

(more)

COMMITTEE ON
HOUSE ADMINISTRATION

1979 JAN -3 PM 3:02

RECEIVED

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chase of a \$125,000 home.

On the 7th of February, 1978, Courter signed a contract to purchase a home at 5 Reese Avenue, Hackettstown, N.J. for \$125,000. There is nothing available in the public records to indicate any funds changed hands at the time. On June 15, 1978 Courter finalized the deal for the home and took title apparently paying \$125,000 cash for the place. Almost a month later he took out two \$50,000 mortgages on both his Hackettstown residences. The date of these instruments is July 14, 1978. A review of Courter's own statement of his finances shows that he couldn't have had \$125,000 cash at the time of the purchase of the home.

Also, a review of Courter's income statements for the time since 1970 shows that it is highly unlikely that he would have been able to put aside the amount of money necessary to pay cash for this property.

In less than a month before he signed for the home on June 14, 1978, Courter made contributions to his campaign totalling \$30,000. Following the purchase of the \$125,000 property Courter made the following contributions totalling \$55,000 to his campaign: 7/10/78, \$10,000; 9/13/78, \$20,000; 9/26/78, \$30,000; and 11/1/78, \$5,000. Courter contributed a total of \$119,000 to his campaign.

Logic indicates that this man could not have saved from declared income the \$244,000 cash he paid to his campaign fund and for the 19 Reese Road property in Hackettstown.

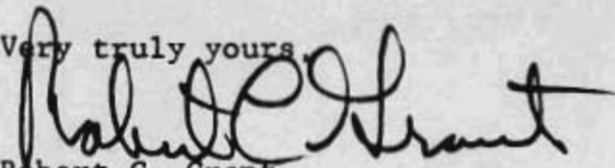
(more)

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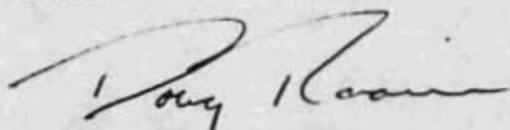
It appears that someone gave Mr. Courter \$125,000 in June, 1978, which he then used to purchase a house. He then sought and secured mortgages on both the newly purchased house and his residence in the amount of \$100,000. These funds were gotten in the form of two \$50,000 mortgages. Then Courter apparently used the proceeds of these mortgages for his campaign, in effect laundering funds from an unnamed source for use in his campaign. I believe these violations of the election law, if true, are the reason for his victory. I have enclosed all the information I have on the topic.

Thank you for your attention in this matter.

Very truly yours,


Robert C. Grant

RCG:jbt
encls.

 12/25/78

DOUGLAS H. ROMAINE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 23, 1983

79040132724

238819

INDENTURE OF MORTGAGE

June 20, 1975

THIS INDENTURE OF MORTGAGE made the 20th day of

JULY, 1978, between JAMES A. COURTIER

AND CARMEY COURTER

hereinafter referred to as the Owner(s) or Mortgagor(s), and Garden State National Bank, its successors and/or assigns, having its principal place of business at 10 Forest Avenue, Patamun, New Jersey, 07652, hereinafter referred to as Mortgagee,

WITNESSETH,

THAT WHEREAS, one and/or both of the Owner(s) is, are indebted to the above mentioned Mortgagee, its successors and/or assigns in the sum of

ONE FIFTY THOUSAND DOLLARS AND NO CENTS

Dollars

(\$50,000.00)

evidenced by a note(s) and/or other obligation(s) made by the Owner(s), and/or any renewals and/or extensions thereof made by the Owner(s) from time to time thereafter, in such increments and/or additional amounts as the parties may agree.

NOW WITNESSETH, that the Owner(s), to better secure the payment of said note(s) and/or obligation(s) and any and all renewals and/or extensions thereof, and in consideration thereof and of \$1.00 and other good and valuable consideration to him, her or them paid by the Mortgagee aforementioned, the receipt whereof is hereby acknowledged, has, or have, granted, bargained, aliened, released, conveyed and confirmed, and by these presents, does or do, grant, bargain, alien, release, convey and confirm to the aforementioned Mortgagee, its successors and/or assigns, premises

known as Lot 25 Block 107 on the Tax Map

of

(Street Address) 5 RYESS AVENUE

In the City or Town of HACKENSACK, N.J. 07840

County of WARREN and State of New Jersey or as more particularly described on Schedule "A" annexed hereto and made a part hereof, with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well as in law as in equity of the said Owner, of, in and to the same and every part and parcel thereof, with the appurtenances, unto the said Mortgagee aforementioned, its successors and/or assigns, to its own proper use, benefit and behoof forever. Upon payment of the balance due as referred to herein, these presents shall cease, determine and be void. The renewal of said note(s) or the extending of the payments thereof shall not waive any rights of the said Mortgagee created hereby. Should the premises above described be sold or conveyed after the date hereof, any unpaid balance due hereunder shall immediately become due and payable, anything therein to the contrary notwithstanding.

Mortgagor(s) covenants and agrees to perform and abide by the terms and covenants herein contained and the terms and covenants in the note(s) referred to herein, which are made a part hereof as though set forth herein at length.

Mortgagor(s) hereby assigns to Mortgagee, its successors and/or assigns, the rents, issues and profits of the mortgaged property as further security for the payment of the indebtedness secured hereby, together with the right to enter upon the property to collect the same. In the event of default, Mortgagee may forthwith therewith take possession of the premises and thereafter collect the rents, etc. and apply the same to all charges due hereunder.

This mortgage is intended to cover and/or secure the payment of any and all other obligations and/or liabilities of whatsoever kind of the Mortgagor(s) to the Mortgagee, or the Mortgagee's assigns in existence at the time that payment is due hereunder and the Mortgagor(s) do hereby grant said Mortgagee a lien upon the premises described herein for the said amounts due.

It is represented by the Mortgagor(s) that they are the sole owners of said premises.

IN WITNESS WHEREOF, the Mortgagor(s) has or have hereunto set their hand(s) and seal(s) the day and year first above written, as their voluntary act and deed, after having read the contents hereof.

Attest
Corporate Seal
Here

Signed, Sealed and Delivered
in the presence of

Attest:

Witness (Secretary of Corporation)

James A. Courtier (L.S.)
JAMES A. COURTIER
Carmey Courter
Owner CARMEY COURTER

THE OWNER-MORTGAGOR(S) HEREBY DECLARE AND ACKNOWLEDGE THAT THEY (HE) HAVE RECEIVED, SIMULTANEOUSLY HERewith, A TRUE COPY OF THE WITHIN MORTGAGE.

James A. Courtier
JAMES A. COURTIER
Carmey Courter
CARMEY COURTER

ORIGINAL

The undersigned hereby certify that the within instrument is a true copy of the original.

Mortgagee or Mortgage's Attorney

238817

238779

This Mortgage, made the 14th day of July 1978

Between

JAMES A. COUNTER & CARMEN COUNTER, married to each other,

residing at 19 Reese Avenue
in the Town of Eschettstown in the County of
Warren and State of New Jersey hereinafter designated as the Mortgages,

CARDEN STATE NATIONAL BANK, a banking corporation organized
and existing under the laws of the United States of America

~~located at~~ 10 Forest Avenue
in the Town of Paramus in the County of
Bergen and State of New Jersey hereinafter designated as the Mortgage;

Witness, the said Mortgages are jointly indebted to said Mortgage, in the sum of

FIFTY THOUSAND (\$50,000.00) Dollars,
lawful money of the United States of America, to be paid according to Mortgage's certain Bond or
obligation in the like sum and bearing even date with these presents (the terms, covenants and condi-
tions of which are made a part hereof) and conditioned for the payment of the said sum, lawful money
as aforesaid, to the said Mortgage, on August 1 2003 XXXX, and interest thereon,
to be computed from July 14 1978, at and after the rate of 8 1/2 percent
per year, payable in the following manner:

Interest only shall be payable from the date hereof through the current month and
thereafter, the sum of \$403.00 per month. Said monthly payments to be applied first
to interest and the balance towards the reduction of principal commencing September 1, 1978
and every month thereafter until the 1st day of August, 2003 at which time the entire
unpaid balance of principal and interest shall become due and payable.

Should this loan be prepaid during the first year from its inception, a prepayment
penalty will be imposed on the basis of 3% of the balance of the mortgage loan as of
date of prepayment; during the second year 2% of the balance of the mortgage loan as
of date of prepayment; and during the third year 1% of the balance of the mortgage loan
as of date of prepayment. Privilege is granted thereafter to prepay, without penalty,
the balance of the loan or additional scheduled principal installments on any interest
date.

The obligors agree that they will punctually make payment of any and all taxes and
assessments which become due upon the real property described in the mortgage given
to secure the indebtedness, and will exhibit the receipts therefore to the obligee
within 30 days after such payment is due.

The Mortgagee may collect a late charge not to exceed five cents for each dollar of
each payment more than fifteen days in arrears, to cover the extra expense involved
in handling delinquent payments.

In the event of any change in ownership, in the property, the obligee/mortgagee may,
at its option, demand that the balance of the principal amount together with interest
thereon shall become due and payable.

And the said Mortgages do covenant and agree to pay unto the said Mortgage, the said sum of
money and interest, as mentioned above and expressed in the said Bond or other obligation.

And it is hereby expressly agreed that should any default be made in the payment of the said
interest and principal or of any part thereof, on any
day whereon the same is made payable as herein expressed, or should any tax, assessment, water rent
or other municipal or governmental rate, charge, imposition or lien, now or hereafter imposed or
acquired upon the premises described in this Mortgage, be or become due and payable, and should the
said interest and principal or any part thereof

remain unpaid and in arrears for the space of thirty (30) days, or said tax, assessment,
water rent or other municipal or governmental rate, charge, imposition or lien, or any of them, remain
unpaid and in arrears for the space of thirty (30) days, then and from then forth, that
is to say, after the lapse or expiration of either of the said periods, as the case may be, or should there
occur any default by the Mortgages, in the performance of any other terms, covenants and conditions
herein contained, the aforementioned principal sum together with interest and all arrearages of
interest thereon, shall, at the option of the said Mortgage, become and be due and payable immediately
thereafter, although the period herein limited for the payment thereof may not then have expired, any-
thing herein contained to the contrary notwithstanding. The said Mortgagee may, at Mortgagee's
option, pay such tax, assessment, water rent or other municipal or governmental rate, charge, imposi-
tion or lien, in arrears, and the amount so paid shall be added to and become part of the principal sum
evidenced by the said Bond or other obligation and secured by this Mortgage, and shall be payable on
demand, with interest at 8 1/2 % per year, from the time of such payments.

Now this Indenture Witnesseth, that the said Mortgages, for better securing the payment
of the said sum of money mentioned in the condition of the said Bond or obligation, with interest
thereon, and the performance by them of the terms, covenants and conditions herein contained, accord-
ing to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar
to the Mortgagee in hand paid by the said Mortgage at or before the making and delivery of these
presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released,

June 15,
1978

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conveyed and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm unto the said Mortgagee, forever.

All that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Town of Hackettstown and State of New Jersey in the County of Warren

BEGINNING at an iron pipe found in the northeasterly sideline of Reese Avenue, said iron pipe being the Fourth corner of a Deed filed in the Warren County Clerk's Office, in Deed Book 455, Page 337, being also corner of the lands of R. E. Backenstoss; and running thence (1) along line of lands of R. E. Backenstoss, South 51° 51' East 482.60 feet to an iron pipe found being a corner of R. E. Backenstoss in line of lands of the Hackettstown Board of Education; thence (2) along Board of Education lands, South 24° 45' West 122.57 feet to a corner in said line being a corner also of lands of the New Jersey State Fish Hatchery; thence (3) along lands of the New Jersey State Fish Hatchery, North 51° 51' West 497.45 feet to a monument found in the northeasterly sideline of Reese Avenue being also a corner of the New Jersey State Fish Hatchery; thence (4) along aforementioned sideline of Reese Avenue, North 31° 40' East 120.00 feet to the place of Beginning.

BEING the same land and premises conveyed to the Mortgagors herein by Deed of Daniel Properties, Inc. bearing date of these presents and about to be recorded simultaneously herewith.

Property known as 19 Reese Avenue, Hackettstown, Warren County, New Jersey.

THE within Mortgage is a First Purchase Money Mortgage given to secure a part of the consideration mentioned in said Deed.

Together with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof.

And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever, of the said Mortgagee both in law and in equity, of, in and to the premises herein described, and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular, the premises herein described, together with the appurtenances, unto the said Mortgagee and to Mortgagee's proper use and benefit forever.

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This Deed, made the 15th day of June 1978

Between: DAMIAL PROPERTIES, INC.,

a corporation existing under and by virtue of the laws of the State of New Jersey
 Having its principal office at 220 Main Street
 in the Town of Hackettstown in the County of
 Warren and State of New Jersey herein designated as the Grantor,
 And JAMES COURTER and CARMEN COURTER, his wife,

about to be
 residing or located at 19 Reese Avenue
 in the Town of Hackettstown in the County of
 Warren and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of ONE HUNDRED TWENTY-FIVE
 THOUSAND (\$125,000.00) DOLLARS

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or
 before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
 Grantor being therewith fully satisfied, does by these presents grant, bargain, sell and convey unto the
 Grantees forever,

All those tract s or parcel s of land and premises, situate, lying and being in the
 Town of Hackettstown in the
 County of Warren and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the North Easterly Sideline of
 Reese Avenue, said iron pipe being the Fourth Corner of a deed filed
 in the Warren County Clerk's Office, Deed Book 445, Page 337 being
 also corner of lands of R. E. Backenstoss and running thence; (1)
 Along line of lands R. E. Backenstoss South 51 degrees 51 minutes
 East, 482.60 feet to an iron pipe found being a corner of R. E.
 Backenstoss in line of lands of the Hackettstown Board of Education;
 (2) Along Board of Education lands South 24 degrees 45 minutes West,
 122.57 feet to a corner in said line being a corner also of lands of
 the New Jersey State Fish Hatchery; (3) Along lands of the New Jersey
 State Fish Hatchery North 51 degrees 51 minutes West, 497.45 feet to
 a monument found in the North Easterly sideline of Reese Avenue being
 also a corner of the New Jersey State Fish Hatchery; (4) Along afore-
 mentioned Sideline of Reese Avenue North 31 degrees 40 minutes East,
 120.00 feet to THE PLACE OF BEGINNING.

Containing 1.3413 Acres.

In accordance with a Survey by Michael Sadlon Jr. Assoc. Inc.,
 dated April 6, 1972.

Being the same premises conveyed to Damial Properties, Inc., by
 Deed from Barry L. Gardner and Norma Gardner, his wife, dated
 November 21, 1977, and recorded in the Warren County Clerk's Office
 on January 27, 1978 in Book 650 of Deeds for said County at Page 1746c
 as Document No. 235577.

Said premises also being described in former conveyances as
 follows:

All those certain tracts or parcels of land and premises, hereinafter
 particularly described, situate, lying and being in the Town of
 Hackettstown in the County of Warren, State of New Jersey:

TRACT #1: BEGINNING at a hub in the southerly line of Reese Avenue
 sometimes known as State Fish Hatchery Road, said hub being also in
 the line of the State Fish Hatchery lands, thence (1) along said
 southerly side of Reese Avenue, North 31° 40' East 85 feet to a hub
 for a corner, thence (2) through the lands of Edith Hanna Good and
 Donald S. Good South 51° 51' East 200 feet to a hub for a corner,
 thence (3) still through the lands of Edith Hanna Good and Donald S.
 Good, South 38° 09' West 84.45 feet to a hub for a corner in the Fish
 Hatchery property line, thence (4) along the State Fish Hatchery
 property line North 51° 51' West 190.41 feet to the place of
 Beginning, as surveyed and described by R. H. Robson, C. E., June 1941
 TRACT #2: BEGINNING at the northeast corner of Thomas P. Pooley's

COUNTY OF WARREN
 CONSIDERATION \$125,000.00
 REALTY TRANSFER TAX \$125.00
 DATE 7-11-78

19040132728

412 x 171
 X 1078

95 x 220
 50 x 190

19040132729

657 78

house lot, an iron pin in the easterly right-of-way line of Hatchery Road, the line runs thence (1) along said right-of-way line North 31° 40' East, 15 feet to a corner, thence (2) thru lands of Donald S. Good et ux., South 51° 51' East 436 feet, more or less to a corner, thence (3) still thru lands of Donald S. Good, et ux South 24° 45' West 100 feet to a point in the line of the State Fish Hatchery, thence (4) along the State Fish Hatchery line, an old stone row and wire fence, North 51° 51' West 257 feet, more or less, to the southwest corner of Pooley's house lot, thence (5) along Pooley's line North 38° 09' East 84.45 feet to the southeast corner of said Pooley's house lot, thence (6) along Pooley's line North 51° 51' West, 200 feet to the point of Beginning.

15x 436 y
100x 257 y
84x 200

TRACT #3: BEGINNING at a point being the third corner of premises heretofore conveyed by Donald S. Good et ux to Thomas P. Pooley et ux, by deed recorded in the Warren County Clerk's Office in Book 339, page 257; thence (1) South 24° 45' West 100 feet along the third course of said above deed; thence (2) South 51° 51' East 50 feet to a point in the line common with Morgan; thence (3) parallel with the first course North 24° 45' East 100 feet to a point; thence (4) parallel with the second course North 51° 51' West 50 feet to the point and place of Beginning.

100x 50 x
100x 50

This description is drawn with reference to a survey made by John E. Kingsley dated May 1948.

TRACT #4: BEGINNING at an existing iron pipe driven in the ground in the easterly sideline of Reese Ave., said point of Beginning being the beginning corner of a lot conveyed to R. Elwood Hackenstoss and wife by Wallace H. Good and wife by deed dated March 21, 1960 and recorded in the Warren County Clerk's Office in Book 431 of Deeds, on pages 1007 &c., thence (1) along the 1st course described in the aforementioned deed of conveyance South 51° 51' East 486.0 feet to a point in a stone fence, thence (2) partly along the 2nd course described in said deed North 24° 45' East 20.0 feet more or less to a point, thence (3) North 51° 51' West 483.7 feet to an iron pipe, thence (4) along the easterly sideline of Reese Ave., South 31° 40' West 20.0 feet to the point and place of Beginning.

486 x 20
20 x 31 y 20

BEING, further known and designated as Block 107, Lot 30 on the Official Tax Map of the Town of Hackettstown, Warren County, New Jersey.

236170 This Contract, made the 7th day of February 1978,

Between DANIAL PROPERTIES, INC., a Corporation of the State of New Jersey,

residing or located at 220 Main Street
in the Town of Hackettstown in the County of Warren
and State of New Jersey herein designated as the Seller,

And JAMES COUNTER and CARMEN COUNTER, his wife,

residing or located at Reese Avenue
in the Town of Hackettstown in the County of Warren
and State of New Jersey herein designated as the Purchaser;

Witnesseth, That the Seller, for and in consideration of the sum of ONE HUNDRED TWENTY-FIVE

THOUSAND (\$125,000.00) Dollars
to be paid and satisfied as stipulated herein, and also in consideration of the covenants and agreements
herein contained and to be performed by the Purchaser, agrees to convey to the Purchaser, free from all
encumbrances except as this contract may otherwise provide, by deed of Bargain and Sale
(Covenant Against Grantor) on the date herein fixed for the closing of title.

And those certain lot a, tract a or parcel a of land, together with the buildings and
improvements thereon and the privileges and appurtenances thereto appertaining, situate, lying and being
in the Town of Hackettstown in the County of Warren
and State of New Jersey, more particularly described as follows:

Description attached hereto as Exhibit A.

Being the same premises conveyed to Danial Properties, Inc., by Deed
from Harry L. Gardner and Norma Gardner, his wife, dated Nov. 21, 1977.

14 Res Ave

79040132730

All those tracts or parcels of land and premises, situate, lying and being in the Town of Hackettstown in the County of Warren and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the North Easterly Sideline of Reese Avenue, said iron pipe being the Fourth Corner of a deed filed in the Warren County Clerk's Office, Deed Book 445, Page 337 being also corner of lands of R. E. Backenstoss and running thence: (1) Along line of lands R. E. Backenstoss South 51 degrees 51 minutes East, 482.60 feet to an iron pipe found being a corner of R. E. Backenstoss in line of lands of the Hackettstown Board of Education; (2) Along Board of Education lands South 24 degrees 45 minutes West, 122.57 feet to a corner in said line being a corner also of lands of the New Jersey State Fish Hatchery; (3) Along lands of the New Jersey State Fish Hatchery North 51 degrees 51 minutes West, 497.45 feet to a monument found in the North Easterly Sideline of Reese Avenue being also a corner of the New Jersey State Fish Hatchery; (4) Along aforementioned Sideline of Reese Avenue North 31 degrees 40 minutes East, 120.00 feet to THE PLACE OF BEGINNING.

Containing 1.3413 Acres.

In accordance with a Survey by Michael Sadlon Jr. Assoc. Inc., dated April 6, 1972.

Being the same premises conveyed to Bernard F. Fluegel and Violet S. Fluegel, his wife, by Deeds dated April 3, 1962, and recorded in the Warren County Clerk's Office in Deed Book 445, Page 238, and Deed Book 445, Page 337.

Said premises also being described in former conveyances as follows:

All those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Hackettstown in the County of Warren, State of New Jersey:

TRACT #1: BEGINNING at a hub in the southerly line of Reese Avenue sometimes known as State Fish Hatchery Road, said hub being also in the line of the State Fish Hatchery lands, thence (1) along said southerly side of Reese Avenue, North 31° 40' East 85 feet to a hub for a corner, thence (2) through the lands of Edith Hanna Good and Donald S. Good South 51° 51' East 200 feet to a hub for a corner, thence (3) still through the lands of Edith Hanna Good and Donald S. Good, South 38° 09' West 84.45 feet to a hub for a corner in the Fish Hatchery property line, thence (4) along the State Fish Hatchery property line North 51° 51' West 190.41 feet to the place of Beginning, as surveyed and described by R. H. Robson, C.E., June 1941.

TRACT #2: BEGINNING at the northeast corner of Thomas P. Pooley's house lot, an iron pin in the easterly right-of-way line of Hatchery Road, the line: thence (1) along said right-of-way line North 31° 40' East, 15 feet to a corner, thence (2) thru lands of Donald S. Good at ux., South 51° 51' East 436 feet, more or less to a corner, thence (3) still thru lands of Donald S. Good, at ux South 24° 45' West 100 feet to a point in the line of the State Fish Hatchery, thence (4) along the State Fish Hatchery line, an old stone row and wire fence, North 51° 51' West 257 feet, more or less, to the southwest corner of Pooley's house lot, thence (5) along Pooley's line North 38° 09' East 84.45 feet to the southeast corner of said Pooley's house lot, thence (6) along Pooley's line North 51° 51' West, 200 feet to the point of Beginning.

TRACT #3: BEGINNING AT A POINT BEING THE third corner of premises heretofore conveyed by Donald S. Good et ux to Thomas P. Pooley et ux by deed recorded in the Warren County Clerk's Office in Book 339, page 257; thence (1) South 24° 45' West 100 feet along the third course of said above deed; thence (2) South 51° 51' East 50 feet to a point in the line common with Morgan; thence (3) parallel with the first course North 24° 45' East 100 feet to a point; thence (4) parallel with the second course North 51° 51' West 50 feet to the point and place of Beginning.

This description is drawn with reference to a survey made by John E. Kingsley dated May 1948.

TRACT #4: BEGINNING at an existing iron pipe driven in the ground in the easterly Sideline of Reese Ave., said point of Beginning being the beginning corner of a lot conveyed to R. Elwood Backenstoss and wife by Wallace H. Good and wife by deed dated March 21, 1960 and recorded in the Warren County Clerk's Office in Book 431 of Deeds, on pages 1007 &c., thence (1) along the lot course described in the aforementioned deed of conveyance South 51° 51' East 486.0 feet to a point in a stone fence, thence (2) partly along the 2nd course described in said deed North 24° 45' East 20.0 feet more or less to a point, thence (3) North 51° 51' West 483.7 feet to an iron pipe, thence (4) along the easterly Sideline of Reese Ave., South 31° 40' West 20.0 feet to the point and place of Beginning.

EXHIBIT A

422-123
847-120

Sp. 1.2-1
2nd 6-1
854-200
84.5-123

154-436Y
100-257
84.5-123

1014-50
X101-50

Reese Ave
486-200
483-20

79040132752
jim courter



congress

HACKETTSTOWN, N.J. October 6, 1978 - Republican Congressional

Candidate Jim Courter today released figures that show that he and his wife, Carmen, paid income taxes of \$109,375 on a taxable income of \$346,106 during the past eight years. The figures also show that [redacted] the Courters paid \$10,799 in property taxes during that period.

In a personal financial statement also released, Courter showed a personal net worth of \$290,017. Assets include his personal residences in Hackettstown, his business property in Hackettstown, various real estate holdings, mostly in Warren County, and his law firm, Courter, Robert, and Hare, P.A.

Courter reported a 1/2 interest in his two Hackettstown homes, for a combined value of \$100,500, assessed at market value. In addition, he listed a 1/2 interest in his law firm building, located at 256 Main Street, Hackettstown, worth \$30,000 --- market value, and a 1/3 interest in his law firm, worth approximately \$20,000.

Courter lists liabilities of \$57,800, all mortgage payments on his two homes and his law firm property.

- 30 -

Jim A. Courter

COURTER FOR CONGRESS COMMITTEE, P. O. BOX 1,
HACKETTSTOWN, NEW JERSEY 07840

JAMES A. AND MARION C. COURTER

	Taxable Income	Income Tax Paid	Real Property Tax Paid
1977,	\$ 54,486	\$ 17,443	\$ 1,239
1976	42,983	12,845	1,989
1975	28,289	7,021	1,996
1974	19,253	3,755	1,811
1973	73,223	28,529	1,409
1972	50,999	16,597	1,262
1971	41,436	12,829	1,093
1970	<u>35,437</u>	<u>10,356</u>	<u>None</u>
	<u>\$346,106</u>	<u>\$109,375</u>	<u>\$10,799</u>

79040132733

JAMES A. COURTER
STATEMENT OF ASSETS AND LIABILITIES
OCTOBER 1, 1978

ASSETS

Cash on hand and in banks	\$ 3,000
Cash value - Life insurance	1,500
Personal residence - Hatchery Road, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	62,000
Real estate - 5 Reese Avenue, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	38,500
Real estate - 256 Main Street, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	30,000
100% Interest - Crescent Land Co., Inc., Hackettstown, New Jersey	3,677
20% Interest - Tranquility Inn, Inc., Green Township, New Jersey (Approx.)	10,000
33 1/3% Interest in Courter, Robert & Hare, P.A., Hackettstown, New Jersey (Approx.)	20,000
12.09% Partnership interest in Suburban Properties, Ltd., Hope Township, New Jersey as of December 31, 1977	21,490
10% Partnership interest in 517 Professional Associates Allamuchy Township, New Jersey as of December 31, 1977	992
2.08% Partnership interest in Cedar Woods, Ltd., Blairstown Township, New Jersey as of December 31, 1977	1,435
1.61% Partnership interest in Country View Estates, Ltd., Blairstown Township, New Jersey as of December 31, 1977	1,393
20% Partnership interest in D.C.R. Partnership, Green Township, New Jersey as of December 31, 1977	21,623
33 1/3% Partnership interest in D J Partnership, Harmony Township, New Jersey as of December 31, 1977	34,991
.12% Partnership interest in Sundial Rental Partners, Ltd., Sanibel, Florida as of September 30, 1977	216
10% Partnership interest in Courter Partnership, Little Egg Harbor Township, New Jersey as of September 30, 1978 (Approx.)	12,000

(cont.)

JAMES A. COURTER
STATEMENT OF ASSETS AND LIABILITIES
OCTOBER 1, 1978

ASSETS
(cont.)

Condominium - Sanibel, Florida, 1/3 Interest (Market Value)	15,000
Loan receivable - Courter for Congress Committee, Hackettstown, New Jersey	65,000
Household furnishings and personal property, 1/2 interest	<u>5,000</u>
	<u>347,817</u>

LIABILITIES

Mortgage payable - Hatchery Road and 5 Reese Avenue Hackettstown, New Jersey, 1/2 interest	50,000
Mortgage payable - 256 Main Street, Hackettstown, New Jersey, 1/2 interest (Approx.)	<u>7,800</u>
	<u>57,800</u>
NET ASSETS	<u>\$290,017</u>

7904013273

Charlie's loans

1/17 \$3,000

3/1 \$5,000

3/15 2,000

4/5 2,000

4/17 5,000

4/25 7,000

5/9

\$1000 (contribution)

5/17 5,000

5/22 10,000

5/30 5,000

44,000

6/26 10,000

54,000

7/10 10,000

9/13 20,000

9/24 30,000

114,000

11/1 5,000

9/30 Forgiveness of loans

\$49,000

- 49,000

50,000

65,000

U.S. House of Representatives,

COMMITTEE ON HOUSE ADMINISTRATION

SUITE H-326, U.S. CAPITOL

WASHINGTON, D.C. 20515

OFFICIAL BUSINESS

79 JUN 22 PM 2:47

9040132737

Frank Thompson, Jr.
M.C.

U.S. House of Representatives
COMMITTEE ON
HOUSE ADMINISTRATION
WASHINGTON, D.C. 20515
OFFICIAL BUSINESS

Frank Thompson, Jr.
M.C.

William C. Oldaker, Esq.
General Counsel
Federal Election Commission
1325 K Street, N.W.
Washington, D. C. 20463



FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

January 11, 1979

Robert C. Grant
114 East Ridgewood Parkway
Denville, New Jersey 07834

Dear Mr. Grant:

This is to acknowledge receipt of your complaint of December 28, 1979, alleging violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. A recommendation to the Federal Election Commission as to how this matter should be handled will be made shortly. You will be notified as soon as the Commission determines what action should be taken. For your information, we have attached a brief description of the Commission's preliminary procedures for handling complaints.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. C. Oldaker", is written over the typed name and title.

William C. Oldaker
General Counsel

Enclosure

INTER-MARK ASSOCIATES

114 E. RIDGEWOOD PARKWAY
DENVER, NEW JERSEY 07834
(201) 625-3983

RECEIVED
FEDERAL ELECTION
COMMISSION

179 JAN 2 PM 3:08

December 28, 1978

Mr. Jay Myerson
Federal Election Commission
1325 K. Street N.W.
Washington, D.C. 20463

300790

Dear Mr. Myerson:

This letter is a formal complaint about the campaign funding operations of James Courter, elected this past November to the House of Representatives from the 13th Congressional District of New Jersey.

It would appear that Mr. Courter has violated the sections of the Federal campaign law dealing with excessive contributions by an individual or by a corporation and I request an investigation based on the information I supply below and the information contained in the documents provided.

As indicated by his campaign spending reports Courter claims to have spent \$119,000 of his "own" money for the general and primary campaigns. It is my contention that a considerable portion of that \$119,000 did not come from Courter, but from another individual in violation of the campaign contribution laws. I base my contention on a review of the reports filed with the Federal Election Commission, Mr. Courter's own statements about his finances and a review of certain mortgage documents on the pur-

(more)

9040132739

chase of a \$125,000 home.

On the 7th of February, 1978, Courter signed a contract to purchase a home at 5 Reese Avenue, Hackettstown, N.J. for \$125,000. There is nothing available in the public records to indicate any funds changed hands at the time. On June 15, 1978 Courter finalized the deal for the home and took title apparently paying \$125,000 cash for the place. Almost a month later he took out two \$50,000 mortgages on both his Hackettstown residences. The date of these instruments is July 14, 1978. A review of Courter's own statement of his finances shows that he couldn't have had \$125,000 cash at the time of the purchase of the home.

Also, a review of Courter's income statements for the time since 1970 shows that it is highly unlikely that he would have been able to put aside the amount of money necessary to pay cash for this property.

In less than a month before he signed for the home on June 14, 1978, Courter made contributions to his campaign totalling \$30,000. Following the purchase of the \$125,000 property Courter made the following contributions totalling \$55,000 to his campaign: 7/10/78, \$10,000; 9/13/78, \$20,000; 9/26/78, \$30,000 and 11/1/78, \$5,000. Courter contributed a total of \$119,000 to his campaign.

Logic indicates that this man could not have saved from declared income the \$244,000 cash he paid to his campaign fund and for the 19 Reese Road property in Hackettstown.

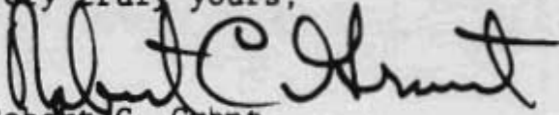
(more)

0 1 2 3 4 5 6 7 8 9

It appears that someone gave Mr. Courter \$125,000 in June, 1978, which he then used to purchase a house. He then sought and secured mortgages on both the newly purchased house and his residence in the amount of \$100,000. These funds were gotten in the form of two \$50,000 mortgages. Then Courter apparently used the proceeds of these mortgages for his campaign, in effect laundering funds from an unnamed source for use in his campaign. I believe these violations of the election law, if true, are the reason for his victory. I have enclosed all the information I have on the topic.

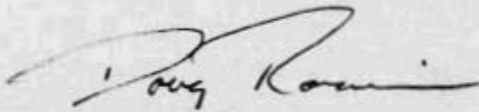
Thank you for your attention in this matter.

Very truly yours,



Robert C. Grant

RCG:jbt
encls.



DOUGLAS H. ROMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 23, 1983

12/28/78

19040132741

238819

INDENTURE OF MORTGAGE

June 20, 1975

THIS INDENTURE OF MORTGAGE made the 24th day of

JULY, 1978, Between JAMES A. COURTIER

AND CARMEN COURTIER

hereinafter referred to as the Owner(s) or Mortgagee(s), and Garden State National Bank, its successors and/or assigns, having its principal place of business at 10 Forest Avenue, Paramus, New Jersey, 07652, hereinafter referred to as Mortgagee.

WITNESSETH.

THAT WHEREAS, one and/or both of the Owner(s) is, are indebted to the above mentioned Mortgagee, its successors and/or assigns in the sum of

ONE FIFTY THOUSAND DOLLARS AND 10 CENTS

Dollars

\$50,000.00

(evidenced by a note(s) and/or other obligation(s) made by the Owner(s), and/or any renewals and/or extensions thereof made by the Owner(s) from time to time thereafter, in such increase and/or additional amounts as the parties may agree.

NOW WITNESSETH, that the Owner(s), to better secure the payment of said note(s) and/or obligation(s) and any and all renewals and/or extensions thereof, and in consideration thereof and of \$1.00 and other good and valuable consideration to him, her or them paid by the Mortgagee aforementioned, the receipt whereof is hereby acknowledged, has, or have, granted, bargained, aliened, released, conveyed and confirmed, and by these presents, does or do, grant, bargain, alien, release, convey and confirm to the aforementioned Mortgagee, its successors and/or assigns, premises

known as Lot 25 Block 107 on the Tax Map of

(Street Address) 5 RYAN AVENUE

In the City or Town of HACKENSACK, N.J. 07840

County of WARREN and State of New Jersey or as more particularly described on Schedule "A" annexed hereto and made a part hereof, with all and singular, the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well as in law as in equity of the said Owner, of, in and to the same and every part and parcel thereof, with the appurtenances, unto the said Mortgagee aforementioned, its successors and/or assigns, to its own proper use, benefit and behoof forever. Upon payment of the balance due as referred to herein, these presents shall cease, determine and be void. The renewal of said note(s) or the extending of the payments thereof shall not waive any rights of the said Mortgagee created hereby. Should the premises above described be sold or conveyed after the date hereof, any unpaid balance due hereunder shall immediately become due and payable, anything therein to the contrary notwithstanding.

Mortgagee(s) covenants and agrees to perform and abide by the terms and covenants herein contained and the terms and covenants in the note(s) referred to herein, which are made a part hereof as though set forth herein at length.

Mortgagee(s) hereby assigns to Mortgagee, its successors and/or assigns, the rents, issues and profits of the mortgaged property as further security for the payment of the indebtedness secured hereby, together with the right to enter upon the property to collect the same. In the event of default, Mortgagee may forthwith therewith take possession of the premises and thereafter collect the rents, etc. and apply the same to all charges due hereunder.

This mortgage is intended to cover and/or secure the payment of any and all other obligations and/or liabilities of whatsoever kind of the Mortgagee(s) to the Mortgagee, or the Mortgagee's assignee in existence at the time that payment is due hereunder and the Mortgagee(s) do hereby grant said Mortgagee a lien upon the premises described herein for the said amounts due.

It is represented by the Mortgagee(s) that they are the sole owners of said premises.

IN WITNESS WHEREOF, the Mortgagee(s) has or have hereunto set their hand(s) and seal(s) the day and year first above written, as their voluntary act and deed, after having read the contents hereof.

Affix
Corporate
Seal
Here

Signed, Sealed and Delivered
In the presence of

Attest:

Witness (Secretary of Corporation)

James A. Courtier (L.S.)
JAMES A. COURTIER
Carmen Courtier
CARMEN COURTIER

THE OWNER MORTGAGEE(S) HEREBY DECLARE AND ACKNOWLEDGE THAT THEY (HE) HAVE RECEIVED, SIMULTANEOUSLY HERewith, A TRUE COPY OF THE WITHIN MORTGAGE.

James A. Courtier
JAMES A. COURTIER
Carmen Courtier
CARMEN COURTIER

ORIGINAL

The undersigned hereby certify that the within instrument is a true copy of the original.

Mortgagee or Mortgagee's Attorney

238817

238779

This Mortgage, made the 14th day of July 1978

Between

JAMES A. COURTER & CARMEN COURTER, married to each other,

residing at 19 Reesa Avenue
in the Town of Hackensack in the County of
Warren and State of New Jersey hereinafter designated as the Mortgagors,
find

CARDEN STATE NATIONAL BANK, a banking corporation organized
and existing under the laws of the United States of America

located at 10 Forest Avenue
in the Borough of Paramus in the County of
Bergen and State of New Jersey hereinafter designated as the Mortgagee;
Whereas, the said Mortgagors are jointly indebted to said Mortgagee, in the sum of

FIFTY THOUSAND (\$50,000.00) Dollars,
lawful money of the United States of America, to be paid according to Mortgagee's certain bond or
obligation in the like sum and bearing even date with these presents (the terms, covenants and condi-
tions of which are made a part hereof) and conditioned for the payment of the said sum, lawful money
as aforesaid, to the said Mortgagee, on August 1 2003 ~~XXXX~~, and interest thereon,
to be computed from July 14 1978, at and after the rate of 8 1/2 percent
per year, payable in the following manner:

Interest only shall be payable from the date hereof through the current month and
thereafter, the sum of \$403.00 per month. Said monthly payments to be applied first
to interest and the balance towards the reduction of principal commencing September 1, 1978
and every month thereafter until the 1st day of August, 2003 at which time the entire
unpaid balance of principal and interest shall become due and payable.

Should this loan be prepaid during the first year from its inception, a prepayment
penalty will be imposed on the basis of 3% of the balance of the mortgage loan as of
date of prepayment; during the second year 2% of the balance of the mortgage loan as
of date of prepayment; and during the third year 1% of the balance of the mortgage loan
as of date of prepayment. Privilege is granted thereafter to prepay, without penalty,
the balance of the loan or additional scheduled principal installments on any interest
date.

The obligors agree that they will punctually make payment of any and all taxes and
assessments which become due upon the real property described in the mortgage given
to secure the indebtedness, and will exhibit the receipts therefore to the obligee
within 30 days after such payment is due.

The Mortgagee may collect a late charge not to exceed five cents for each dollar of
each payment more than fifteen days in arrears, to cover the extra expense involved
in handling delinquent payments.

In the event of any change in ownership in the property, the obligee/mortgagee may,
at its option, demand that the balance of the principal amount together with interest
thereon shall be paid in full at once, and the said mortgagors do covenant and agree to pay unto the said Mortgagee, the said sum of
money and interest, as mentioned above and expressed in the said Bond or other obligation.

And it is hereby expressly agreed that should any default be made in the payment of the said
interest and principal or of any part thereof, on any
day whereon the same is made payable as herein expressed, or should any tax, assessment, water rent
or other municipal or governmental rate, charge, imposition or lien, now or hereafter imposed or
acquired upon the premises described in this Mortgage, be or become due and payable, and should the
said interest and principal or any part thereof re-
main unpaid and in arrears for the space of thirty (30) days, or said tax, assessment,
water rent or other municipal or governmental rate, charge, imposition or lien, or any of them, remain
unpaid and in arrears for the space of thirty (30) days, then and from thenceforth, that
is to say, after the lapse or expiration of either of the said periods, as the case may be, or should there
occur any default by the Mortgagors, in the performance of any other terms, covenants and conditions
herein contained, the aforementioned principal sum together with interest and all arrears of
interest thereon, shall, at the option of the said Mortgagee, become and be due and payable immediately
thereafter, although the period herein limited for the payment thereof may not then have expired, any-
thing herein contained to the contrary notwithstanding. The said Mortgagee may, at Mortgagee's
option, pay such tax, assessment, water rent or other municipal or governmental rate, charge, imposi-
tion or lien, in arrears, and the amount so paid shall be added to and become part of the principal sum
evidenced by the said Bond or other obligation and secured by this Mortgage, and shall be payable on
demand, with interest at 8 1/2 % per year, from the time of such payments.

And this Indenture Witnesseth, that the said Mortgagors, for better securing the payment
of the said sum of money mentioned in the condition of the said Bond or obligation, with interest
thereon, and the performance by them of the terms, covenants and conditions herein contained, accord-
ing to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar
to the Mortgagee in hand paid by the said Mortgagee at or before the sealing and delivery of these
presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released,

June 15,
1978

29040132743

235655

This Deed, made the 15th day of

June

1978

Between: DANIAL PROPERTIES, INC.,

a corporation existing under and by virtue of the laws of the State of New Jersey
 having its principal office at 220 Main Street
 in the Town of Hackettstown in the County of
 Warren and State of New Jersey herein designated as the Grantor,
 and JAMES COURTER and CARMEN COURTER, his wife,

about to be
 trading or located at 19 Reese Avenue
 in the Town of Hackettstown in the County of
 Warren and State of New Jersey herein designated as the Grantees;

Witnesseth, that the Grantor, for and in consideration of ONE HUNDRED TWENTY-FIVE
 THOUSAND (\$125,000.00) DOLLARS—

lawful money of the United States of America, to it in hand well and truly paid by the Grantees, at or
 before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the
 Grantor being therein fully satisfied, does by these presents grant, bargain, sell and convey unto the
 Grantees forever,

All those tract or parcel of land and premises, situate, lying and being in the
 Town of Hackettstown in the
 County of Warren and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the North Easterly Sideline of
 Reese Avenue, said iron pipe being the Fourth Corner of a deed filed
 in the Warren County Clerk's Office, Deed Book 445, Page 337 being
 also corner of lands of R. E. Backenstoss and running thence; (1)
 Along line of lands R. E. Backenstoss South 51 degrees 51 minutes
 East, 482.60 feet to an iron pipe found being a corner of R. E.
 Backenstoss in line of lands of the Hackettstown Board of Education;
 (2) Along Board of Education lands South 24 degrees 45 minutes West,
 122.57 feet to a corner in said line being a corner also of lands of
 the New Jersey State Fish Hatchery; (3) Along lands of the New Jersey
 State Fish Hatchery North 51 degrees 51 minutes West, 497.45 feet to
 a monument found in the North Easterly sideline of Reese Avenue being
 also a corner of the New Jersey State Fish Hatchery; (4) Along afore-
 mentioned Sideline of Reese Avenue North 31 degrees 40 minutes East,
 120.00 feet to THE PLACE OF BEGINNING.

Containing 1.3413 Acres.

In accordance with a Survey by Michael Sadlon Jr. Assoc. Inc.,
 dated April 6, 1972.

Being the same premises conveyed to Danial Properties, Inc., by
 Deed from Barry L. Gardner and Norma Gardner, his wife, dated
 November 21, 1977, and recorded in the Warren County Clerk's Office
 on January 27, 1978 in Book 650 of Deeds for said County at Page 1744c
 as Document No. 235577.

Said premises also being described in former conveyances as
 follows:

All those certain tracts or parcels of land and premises, hereinafter
 particularly described, situate, lying and being in the Town of
 Hackettstown in the County of Warren, State of New Jersey:

TRACT #1: BEGINNING at a hub in the southerly line of Reese Avenue
 sometimes known as State Fish Hatchery Road, said hub being also in
 the line of the State Fish Hatchery lands, thence (1) along said
 southerly side of Reese Avenue, North 31° 40' East 85 feet to a hub
 for a corner, thence (2) through the lands of Edith Hanna Good and
 Donald S. Good South 51° 51' East 200 feet to a hub for a corner,
 thence (3) still through the lands of Edith Hanna Good and Donald S.
 Good, South 38° 09' West 84.45 feet to a hub for a corner in the Fish
 Hatchery property line, thence (4) along the State Fish Hatchery
 property line North 51° 51' West 190.41 feet to the place of
 Beginning, as surveyed and described by R. H. Robson, C. E., June 1941.
 TRACT #2: BEGINNING at the northeast corner of Thomas P. Pooley's

COUNTY OF WARREN
 CONVEYANCE
 REASE AVENUE
 DEED
 235655

45X 200
 50X 190

45X 200
 50X 190

657 78

house lot, an iron pin in the easterly right-of-way line of Hatchery Road, the line runs thence (1) along said right-of-way line North 31° 40' East, 15 feet to a corner, thence (2) thru lands of Donald S. Good et ux., South 51° 51' East 436 feet, more or less to a corner, thence (3) still thru lands of Donald S. Good, et ux South 24° 45' West 100 feet to a point in the line of the State Fish Hatchery, thence (4) along the State Fish Hatchery line, an old stone row and wire fence, North 51° 51' West 257 feet, more or less, to the southwest corner of Pooley's house lot, thence (5) along Pooley's line North 38° 09' East 84.45 feet to the southeast corner of said Pooley's house lot, thence (6) along Pooley's line North 51° 51' West, 200 feet to the point of Beginning.

TRACT #3: BEGINNING at a point being the third corner of premises heretofore conveyed by Donald S. Good et ux to Thomas P. Pooley et ux, by deed recorded in the Warren County Clerk's Office in Book 339, page 257; thence (1) South 24° 45' West 100 feet along the third course of said above deed; thence (2) South 51° 51' East 50 feet to a point in the line common with Morgan; thence (3) parallel with the first course North 24° 45' East 100 feet to a point; thence (4) parallel with the second course North 51° 51' West 50 feet to the point and place of Beginning.

This description is drawn with reference to a survey made by John E. Kingsley dated May 1948.

TRACT #4: BEGINNING at an existing iron pipe driven in the ground in the easterly sideline of Reese Ave., said point of Beginning being the beginning corner of a lot conveyed to R. Elwood Hackenstoss and wife by Wallace H. Good and wife by deed dated March 21, 1960 and recorded in the Warren County Clerk's Office in Book 431 of Deeds, on pages 1007 &c., thence (1) along the 1st course described in the aforementioned deed of conveyance South 51° 51' East 486.0 feet to a point in a stone fence, thence (2) partly along the 2nd course described in said deed North 24° 45' East 20.0 feet more or less to a point, thence (3) North 51° 51' West 483.7 feet to an iron pipe, thence (4) along the easterly sideline of Reese Ave., South 31° 40' West 20.0 feet to the point and place of Beginning.

BEING, further known and designated as Block 107, Lot 30 on the Official Tax Map of the Town of Hackettstown, Warren County, New Jersey.

15x 436 v
100x 257 v
84x 200

101x 50 x
100x 50

486 x 20
483.7 x 20

19040132746

236170

653 312

This Contract, made the 7th day of July 1978,

Between DANIAL PROPERTIES, INC., a Corporation of the State of New Jersey,

residing or located at 220 Main Street
in the Town of Hackettstown in the County of Warren
and State of New Jersey herein designated as the Seller,

And JAMES COUNTER and CARMEN COUNTER, his wife,

residing or located at Reese Avenue
in the Town of Hackettstown in the County of Warren
and State of New Jersey herein designated as the Purchaser;

Witnesseth, That the Seller, for and in consideration of the sum of ONE HUNDRED TWENTY-FIVE

THOUSAND (\$125,000.00) Dollars
to be paid and satisfied as stipulated herein, and also in consideration of the covenants and agreements
herein contained and to be performed by the Purchaser, agrees to convey to the Purchaser, free from all
encumbrances except as this contract may otherwise provide, by deed of Bargain and Sale
(Covenant Against Grantor) on the date herein fixed for the closing of title,

All those certain lot, tract or parcel of land, together with the buildings and
improvements thereon and the privileges and appurtenances thereto appertaining, situate, lying and being
in the Town of Hackettstown in the County of Warren
and State of New Jersey, more particularly described as follows:

Description attached hereto as Exhibit A.

Being the same premises conveyed to Danial Properties, Inc., by Deed
from Harry L. Gardner and Norma Gardner, his wife, dated Nov. 21, 1977.

14 Reese Ave

132747

All those tracts or parcels of land and premises, situate, lying and being in the Town of Hackensack and State of New Jersey, more particularly described as follows:

Beginning at an iron pipe found in the North Easterly Sideline of Reese Avenue, said iron pipe being the Fourth Corner of a deed filed in the Warren County Clerk's Office, Deed Book 445, Page 337 being also corner of lands of R. E. Backenstoss and running thence: (1) Along line of lands R. E. Backenstoss South 51 degrees 51 minutes East, 482.60 feet to an iron pipe found being a corner of R. E. Backenstoss in line of lands of the Hackensack Board of Education; (2) Along Board of Education land South 24 degrees 45 minutes West, 122.57 feet to a corner in said line being a corner also of lands of the New Jersey State Fish Hatchery; (3) Along lands of the New Jersey State Fish Hatchery North 51 degrees 51 minutes West, 497.45 feet to a monument found in the North Easterly Sideline of Reese Avenue being also a corner of the New Jersey State Fish Hatchery; (4) Along aforementioned Sideline of Reese Avenue North 31 degrees 40 minutes East, 120.00 feet to THE PLACE OF BEGINNING.

Containing 1.3413 Acres.

In accordance with a Survey by Michael Sadlon Jr. Assoc. Inc., dated April 6, 1972.

Being the same premises conveyed to Bernard F. Fluegel and Violet S. Fluegel, his wife, by Deeds dated April 3, 1962, and recorded in the Warren County Clerk's Office in Deed Book 445, Page 238, and Deed Book 445, Page 337.

Said premises also being described in former conveyances as follows:

All those certain tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the Town of Hackensack in the County of Warren, State of New Jersey:

TRACT #1: BEGINNING at a hub in the southerly line of Reese Avenue sometimes known as State Fish Hatchery Road, said hub being also in the line of the State Fish Hatchery lands, thence (1) along said southerly side of Reese Avenue, North 31° 40' East 85 feet to a hub for a corner, thence (2) through the lands of Edith Hanna Good and Donald S. Good South 51° 51' East 200 feet to a hub for a corner, thence (3) still through the lands of Edith Hanna Good and Donald S. Good, South 38° 09' West 84.45 feet to a hub for a corner in the Fish Hatchery property line, thence (4) along the State Fish Hatchery property line North 51° 51' West 190.41 feet to the place of Beginning, as surveyed and described by R. H. Robson, C.E., June 1941.

TRACT #2: BEGINNING at the northeast corner of Thomas P. Pooley's house lot, an iron pin in the easterly right-of-way line of Hatchery Road, the line: thence (1) along said right-of-way line North 31° 40' East, 15 feet to a corner, thence (2) thru lands of Donald S. Good et ux., South 51° 51' East 436 feet, more or less to a corner, thence (3) still thru lands of Donald S. Good, et ux South 24° 45' West 100 feet to a point in the line of the State Fish Hatchery, thence (4) along the State Fish Hatchery line, an old stone row and wire fence, North 51° 51' West 257 feet, more or less, to the southwest corner of Pooley's house lot, thence (5) along Pooley's line North 35° 09' East 84.45 feet to the southeast corner of said Pooley's house lot, thence (6) along Pooley's line North 51° 51' West, 200 feet to the point of Beginning.

TRACT #3: BEGINNING AT A POINT BEING THE third corner of premises heretofore conveyed by Donald S. Good et ux to Thomas P. Pooley et ux by deed recorded in the Warren County Clerk's Office in Book 339, page 257; thence (1) South 24° 45' West 100 feet along the third course of said above deed; thence (2) South 51° 51' East 50 feet to a point in the line common with Morgan; thence (3) parallel with the first course North 24° 45' East 100 feet to a point; thence (4) parallel with the second course North 51° 51' West 50 feet to the point and place of Beginning.

This description is drawn with reference to a survey made by John E. Kingsley dated May 1948.

TRACT #4: BEGINNING at an existing iron pipe driven in the ground in the easterly Sideline of Reese Ave., said point of Beginning being the beginning corner of a lot conveyed to R. Elwood Backenstoss and wife by Wallace H. Good and wife by deed dated March 21, 1960 and recorded in the Warren County Clerk's Office in Book 431 of Deeds, on pages 1007 &c., thence (1) along the 1st course described in the aforementioned deed of conveyance South 51° 51' East 486.0 feet to a point in a stone fence, thence (2) partly along the 2nd course described in said deed North 24° 45' East 20.0 feet more or less to a point, thence (3) North 51° 51' West 483.7 feet to an iron pipe, thence (4) along the easterly Sideline of Reese Ave., South 31° 40' West 20.0 feet to the point and place of Beginning.

EXHIBIT A

462 x 123
467 x 120

30.4 in x 2.4
Reese Ave
65 x 200
54.5 x 130

Hackensack
15 x 436
100 x 257
84.5 x 20

101 x 50
x 101.50

Reese Ave
486 x 200
483 x 20

790401327-49
jim courter



congress

HACKETTSTOWN, N.J. October 6, 1978 - Republican Congressional

Candidate Jim Courter today released figures that show that he and his wife, Carmen, paid income taxes of \$109,375 on a taxable income of \$346,106 during the past eight years. The figures also show that [redacted] the Courters paid \$10,799 in property taxes during that period.

In a personal financial statement also released, Courter showed a personal net worth of \$290,017. Assets include his personal residences in Hackettstown, his business property in Hackettstown, various real estate holdings, mostly in Warren County, and his law firm, Courter, Kobert, and Hare, P.A.

Courter reported a 1/2 interest in his two Hackettstown homes, for a combined value of \$100,500, assessed at market value. In addition, he listed a 1/2 interest in his law firm building, located at 256 Main Street, Hackettstown, worth \$30,000 --- market value, and a 1/3 interest in his law firm, worth approximately \$20,000.

Courter lists liabilities of \$57,800, all mortgage payments on his two homes and his law firm property.

- 30 -

James A. Courter

COURTER FOR CONGRESS COMMITTEE, P. O. BOX 1,
HACKETTSTOWN, NEW JERSEY 07840

JAMES A. AND MARION C. COURTER

	Taxable Income	Income Tax Paid	Real Property Tax Paid
1977	\$ 54,486	\$ 17,443	\$ 1,239
1976	42,983	12,845	1,989
1975	28,289	7,021	1,996
1974	19,253	3,755	1,811
1973	73,223	28,529	1,409
1972	50,999	16,597	1,262
1971	41,436	12,829	1,093
1970	<u>35,437</u>	<u>10,356</u>	<u>None</u>
	<u>\$346,106</u>	<u>\$109,375</u>	<u>\$10,799</u>

79040132750

JAMES A. COURTER
STATEMENT OF ASSETS AND LIABILITIES
OCTOBER 1, 1978

ASSETS

Cash on hand and in banks	\$ 3,000
Cash value - Life insurance	1,500
Personal residence - Hatchery Road, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	62,000
Real estate - 5 Reese Avenue, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	38,500
Real estate - 256 Main Street, Hackettstown, New Jersey, $\frac{1}{2}$ interest (Market Value)	30,000
100% Interest - Crescent Land Co., Inc., Hackettstown, New Jersey	3,677
20% Interest - Tranquility Inn, Inc., Green Township, New Jersey (Approx.)	10,000
33 1/3% Interest in Courter, Robert & Hare, P.A., Hackettstown, New Jersey (Approx.)	20,000
12.09% Partnership interest in Suburban Properties, Ltd., Hope Township, New Jersey as of December 31, 1977	21,490
10% Partnership interest in 517 Professional Associates Allamuchy Township, New Jersey as of December 31, 1977	992
2.08% Partnership interest in Cedar Woods, Ltd., Blairstown Township, New Jersey as of December 31, 1977	1,435
1.61% Partnership interest in Country View Estates, Ltd., Blairstown Township, New Jersey as of December 31, 1977	1,393
20% Partnership interest in D.C.R. Partnership, Green Township, New Jersey as of December 31, 1977	21,623
33 1/3% Partnership interest in D J Partnership, Harmony Township, New Jersey as of December 31, 1977	34,991
.12% Partnership interest in Sundial Rental Partners, Ltd., Sanibel, Florida as of September 30, 1977	216
10% Partnership interest in Courter Partnership, Little Egg Harbor Township, New Jersey as of September 30, 1978 (Approx.)	12,000

(cont.)

JAMES A. COURTER
STATEMENT OF ASSETS AND LIABILITIES
OCTOBER 1, 1978

ASSETS
(cont.)

Condominium - Sanibel, Florida, 1/3 interest (Market Value)	15,000
Loan receivable - Courter for Congress Committee, Hackettstown, New Jersey	65,000
Household furnishings and personal property, 1/3 interest	<u>5,000</u>
	<u>347,817</u>

LIABILITIES

Mortgage payable - Hatchery Road and 5 Reese Avenue Hackettstown, New Jersey, 1/2 interest	50,000
Mortgage payable - 256 Main Street, Hackettstown, New Jersey, 1/2 interest (Approx.)	<u>7,800</u>
	<u>57,800</u>

NET ASSETS

\$290,017

7904013275

Charles's loans

1/17 \$3,000

3/1 \$5,000

3/15 2,000

4/5 2,000

4/17 5,000

4/25 7,000

5/9

\$1000 (contribution)

5/17 5,000

5/22 10,000

5/30 5,000

44,000

6/26 10,000

54,000

7/10 10,000

9/13 20,000

9/24 30,000

114,000

11/1 5,000

9/30

Termination of loans

\$49,000

- 49,000

50,000

65,000

INTERMARK ASSOCIATES

114 E. RIDGEWOOD PKW., DENVER, CO. 80234



NOV 2 1963

RECEIVED
FEDERAL ELECTION

44040132754

FIRST CLASS

Mr. Jay Myerson
Federal Election Commission
1325 K. Street N.W.
Washington, D.C. 20463





FEDERAL ELECTION COMMISSION

1125 K STREET N.W.
WASHINGTON, D.C. 20461

THIS IS THE BEGINNING OF MUR # 905

Date Filmed 6/14/79 Camera No. --- 2

Cameraman BPC