

SUPREME COURT OF NEW JERSEY
DISTRICT ETHICS COMMITTEE
For Monmouth County
District IX

Attorney Grievance Form

(Attorney Grievance Form with Letter,
Attachments from Dennis D. Poane, Esq.,
Office of the County Prosecutor County of
Monmouth, etc.)

This page is for information
only and is Not part of the
attached document(s). It was
created by Kenneth F. Irek for
clarification and indexing.

SUPREME COURT OF NEW JERSEY
DISTRICT ETHICS COMMITTEE

For Monmouth County
DISTRICT IX

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ROBERT J. GAUGHRAN, Vice Chair
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WALTON W. KINGSBERY III, Secretary
P.O. Box 580
34 Broad Street
Red Bank, NJ 07701
(201) 741-1800

February 27, 1991

PUBLIC MEMBERS
FRANK A. ANFUSO
NANCY BUTLER
DONALD MANNING

Zontan & Cathleen Szatmary
3 Ware Place Drive
Middletown, NJ 07748

Re: Zontan & Cathleen Szatmary vs. Kenneth Irek, Esq.
Docket No. IX-91-4E

Dear Mr. & Mrs. Szatmary:

This is to acknowledge receipt of your grievance form in connection with the above matter.

We have assigned this matter to Robert Gaughran, Esq. of Gaughran & Steib, Esqs., 1275 Route 35, Box 4150, Middletown, NJ 07748. Mr. Gaughran can be reached at 908-671-0800.

Please contact the above-named attorney in the future with any information pertaining to this grievance.

Sincerely,

A handwritten signature in cursive script, appearing to read "Walton W. Kingsbery III".

WALTON W. KINGSBERY III, Secretary
District IX Ethics Committee

WWK/ka

cc: Robert Gaughran, Esq.
Richard Engelhardt, Counsel to Director

ATTORNEY GRIEVANCE FORM

PLEASE TYPE OR PRINT LEGIBLY ALL INFORMATION

A. GRIEVANT: MR./MRS./MISS/MS. (CIRCLE ONE)

Szatmary, Zontan & Cathleen
 LAST NAME FIRST MI
3 Ware Place
 ADDRESS STREET/P.O. BOX
Middletown, New Jersey, 07748 Monmouth
 CITY STATE ZIP COUNTY
 TELEPHONE: HOME (908) 706-1124 OFFICE ()

B. THE SPECIFIC LAWYER YOU ARE COMPLAINING ABOUT IS:

Irek, Esq. Kenneth F.
 LAST NAME (INCLUDE SR., JR., III, ETC.) FIRST MI

Only known as sole practitioner
 NAME OF LAW FIRM, IF ANY, WITH WHICH LAWYER IS ASSOCIATED

(Last known Office address) 41 Highway 34, P.O. Box 161
 OFFICE ADDRESS STREET/P.O. BOX

Colts Neck, New Jersey, 07722 Monmouth
 CITY STATE ZIP COUNTY

- (1) WAS THE SPECIFIC LAWYER COMPLAINED OF YOUR LAWYER? _____ YES X NO
- (2) IF SO, DOES THIS STILL LAWYER STILL REPRESENT YOU? _____ YES X NO
- (3) IF NOT, DO YOU HAVE A NEW LAWYER? _____ YES X NO
- (4) IF SO, WHO IS YOUR NEW LAWYER? N/A

C. THE TYPE OF CASE HANDLED BY THE LAWYER WAS: (CHECK ONE)

- | | |
|--|---|
| <input type="checkbox"/> Admiralty/Maritime (V) | <input type="checkbox"/> International Law (I) |
| <input type="checkbox"/> Adoption/Name Change (A) | <input type="checkbox"/> Juvenile Delinquency (J) |
| <input type="checkbox"/> Bankruptcy/Insolvency/Foreclosure (B) | <input type="checkbox"/> Labor (L) |
| <input type="checkbox"/> Collection (H) | <input type="checkbox"/> Landlord/Tenant (Q) |
| <input type="checkbox"/> Contract (K) | <input type="checkbox"/> Negligence (Personal Injury (N) |
| <input type="checkbox"/> Corporation/Partnership Law (X) | <input type="checkbox"/> Property Damage) |
| <input type="checkbox"/> Criminal, Quasi-criminal and Municipal Court (C) | <input type="checkbox"/> Patent/Trademark/Copyright (P) |
| <input type="checkbox"/> Domestic Relations (Divorce, Support, Custody) (D) | <input checked="" type="checkbox"/> Real Estate (R) |
| <input type="checkbox"/> Estate/Probate (E) | <input type="checkbox"/> Small Claims Court (S) |
| <input type="checkbox"/> Federal Remedies/Civil Rights (F) | <input type="checkbox"/> Tax (T) |
| <input type="checkbox"/> Government Agency Problems (Local Thru Federal) (G) | <input type="checkbox"/> Workers Compensation (W) |
| <input type="checkbox"/> Immigration/Naturalization (M) | <input type="checkbox"/> Other Litigation (specify) (Y) |
| | <input type="checkbox"/> Other Non-Litigation (specify) (Z) |

IS THE CASE HANDLED BY YOUR LAWYER STILL PENDING? _____ Yes X No

(This Section for Secretary's Use Only)

DOCKET NUMBER _____ DATE DOCKETED _____

SOURCE OF GRIEVANCE _____

D. OTHER RELATED COMPLAINTS OR LITIGATION

(1) HAVE YOU FILED A COMPLAINT REGARDING THIS MATTER WITH LAW ENFORCEMENT AUTHORITIES OR ANY OTHER STATE OR FEDERAL AGENCY? YES NO IF YES, PLEASE STATE:

NAME OF AGENCY: Monmouth County Prosecutor's Office

CONTACT PERSON: Ronald J. Troppoli DATE FILED: Letter sent November 14, 1990

RESULT: Please find attached, letter from Ronald J. Troppoli, dated December 11, 1990, stating that there was no determination of whether to prosecute.

(2) IS THE MATTER YOU ARE COMPLAINING ABOUT THE SUBJECT OF A PENDING CIVIL LAWSUIT? YES NO

IF YES, NAME OF COURT: _____

DOCKET NUMBER: _____ COUNTY _____

E. NATURE OF GRIEVANCE: State what the lawyer did or failed to do which may be unethical. State all relevant FACTS including dates, times, places and names and addresses of important witnesses. Attach copies of important letters and documents. Please see letter filed by our Attorney, dated November 14, 1990, to Ronald J. Troppoli,

of the Monmouth County Prosecutor's Office, and the attachments, which accompanies

this Complaint Form. The basis of our Complaint is that Mr. Irek was both an Officer of

the Contracting Corp., Kirex Development Co., and an Attorney in dealing with us, for

the purchase of a lot upon which to construct a home. Mr. Irek received \$5,000.00 as our

down payment and then disappeared. After extensive letter writing and phone calling, and

also a trip to Mr. Irek's house by Mr. Poane, no response was received, in order to conclude

the purchase of the lot. Mr. Irek has disappeared, our \$5,000.00 has also disappeared. I

would also like you to know that we spent approximately another \$4,000.00 in preparation

for the purchase of the lot, including Perk Test. We believe Mr. Irek took our money, has

intentionally failed to sell the property to us or give us our money back, and has now disap-

peared. We believe Mr. Irek acted as an Attorney for Kirex Development Co., as well as

an Official of that Company.

(Use Additional Sheets if Necessary)

F. CONFIDENTIALITY AND IMMUNITY:

Under Supreme Court Rule 1:20-10, once you file this Attorney Grievance Form you are REQUIRED thereafter to keep all communications about this ethics matter CONFIDENTIAL. Ethics confidentiality does not prevent you from discussing the facts underlying your grievance with, or reporting them to, any other person or agency. However, you may not disclose the fact that you have filed an ethics grievance to persons other than members of the attorney disciplinary system, except to discuss the case with other witnesses or to consult an attorney. So long as you maintain the confidentiality of these ethics proceedings, Supreme Court Rule 1:20-11(b) grants you immunity from law suits within this state as a result of filing your grievance. If you breach this rule of confidentiality YOU WILL LOSE THIS IMMUNITY.

Date: _____

Signature _____

OAE-G3 8/1/84;10/13/87; 10/15/89

PLEASE REVIEW THE PAMPHLET "INFORMATION ABOUT GRIEVANCE PROCEDURES AND DISCIPLINE OF LAWYERS" PROVIDED BY THE ETHICS SECRETARY.

5-23-90

Dear Mr. Poane,

Enclosed please find copies of
Contract for the sale of land to
Mr. & Mrs. Szatmari of Morganville.

I did not know the correct
spelling of Cathy's name (Please fill
in.)

Any questions, please call
Ken Dreke at 31-2624, owner of Kirex Devel.

At Cathy's request, I also
enclosed copy of Perc done on property
on left of this property in contract.

Sincerely,

Juan Donahue

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT for Sale is made on May 23, 1990 .

BETWEEN Kirex Development Co.
whose address is 41 Highway 34, Colts Neck, N.J. 07722
referred to as Seller; P.O. Box 161

AND ^{ZONTAN} George and ^{K&} CATHLEEN Szatmari (H&W) of Morganville, N.J.
^{K&} referred to as Buyer.

The words "Buyer" and "Seller" include all Buyers and Sellers listed above.

1. PURCHASE AGREEMENT: The Seller agrees to sell and the Buyer agrees to buy the property described in this contract.
2. PURCHASE PRICE: The purchase price is \$35,000.00
3. PROPERTY: The property to be sold consists of: (a) land and all the buildings, other improvements and fixtures on the land; (b) all the Seller's rights relating to the land; and (c) all personal property specifically included in this contract.

The real property to be sold is a building lot in the Township of Jackson County of Ocean, and State of New Jersey. It is shown on the municipal map as Lot (s) 22.21 in Block 85

4. PAYMENT OF PURCHASE PRICE: the Buyer will pay the purchase price as follows:

To be paid by Buyer (initial deposit) at signing of contract by or before June 1, 1990	\$ 5,000.00
Additional deposit within NA days of the execution of this Contract by all parties.	\$ -0-

Balance to be paid at closing of title, in cash or by certified or bank cashier's check.	\$ 30,000.00
---	--------------

By the Seller taking back a note and mortgage for _____ years at _____ % interest with monthly payments based on a _____ year payment schedule. The Buyer will prepare the necessary documents at his own cost and expense. The Buyer will also pay all recording costs and provide the Seller with an adequate affidavit of title.

\$ 35,000.00

5. DEPOSIT MONIES: All deposit monies will be held in trust by Kirex Development Co. located at Colts Neck, N.J. until Closing

6. TIME AND PLACE OF CLOSING. The closing date cannot be made final at this time. The Buyer and Seller agree to make June 15, 1990, the estimated date for closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at the offices of STEINBERG, STEEL & POANE @ 1121 MADISON AVE, LAKEWOOD, NJ

7. TRANSFER OF OWNERSHIP: At the closing the Seller will transfer ownership of the property to the Buyer. The Seller will give the Buyer a properly executed Deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the same.

8. TYPE OF DEED: A Deed is a written document used to transfer ownership of property. In this sale the Seller agrees to provide and the Buyer agrees to accept a Deed known as a Bargain & Sale with Covenants vs. Grantor's Act.

9. THE PREMISES: The premises consists of vacant land containing 95.02 feet of frontage on 1.13 Acres by a depth of 400.11/406.4 feet.

10. FLOOD AREA: The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area" the Buyer may cancel this contract within 30 days of the signing of this contract by all parties.

11. BUILDING AND ZONING LAWS: The Buyer intends to use the property for construction of a single family home. The Seller states that this use does not violate any applicable zoning ordinances, building code or other law.

12. PROPERTY LINE: The Seller states that all buildings, driveways and other improvements on adjoining properties do not extend across the boundary lines of the property.

13. CANCELLATION OF CONTRACT: If this contract is cancelled, the Buyer can get back the deposit and the parties will be free of liability to each other. However, if the contract is cancelled in accordance with paragraph 11 or 12 of this contract, the Seller will pay the Buyer for all title and survey and engineering costs.

14. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS: Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvements. All unpaid charges (assessments) against the property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low) or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

15. ADJUSTMENTS AT CLOSING: The Buyer and Seller agree to adjust the following expenses as of the closing date: sewer charges, taxes, and other like charges.

16. POSSESSION: At the closing the Buyer will be given possession of the property. No tenant will have any right to the property unless otherwise agreed in this contract.

17. MARKETABLE TITLE: Title to be conveyed shall be marketable of record and insurable at regular rates by any reputable title insurance company chosen by Buyer and authorized to do business in the State of New Jersey. *all liens will be paid off on or with closing funds*

18. RIGHT OF ENTRY: From and after the date of this agreement Buyer shall have the right to enter upon the premises for the purpose of preparing a survey and completing all tests and inspections permitted by this Contract. *Buyer's agents shall also have the right to enter the premises*

19. COMPLETE AGREEMENT: This contract is the entire and only agreement between the Buyer and Seller. This Contract replaces and cancels any previous agreements between the Buyer and Seller. This contract can only be changed by an agreement in writing signed by both the Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else. The Seller's agreement to pay the Broker (if any) is contained below.

20. PARTIES LIABLE: This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

21. NOTICES: All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, or to the party's attorney.

22. Seller represents the premises are free from and never has been used for the deposit of hazardous waste. *Seller will sign an affidavit that the property, to his knowledge, has only been undeveloped woods.*

23. ADDITIONAL CONTRACTUAL AGREEMENTS:

This contract is subject to Clear Perc & Bore Tests

Seller agrees to clear property of all debris before closing.

WITNESS:

WITNESS:

SIGNED AND AGREED TO BY:

Patricia [Signature] (Buyer) 5/29/90 Date:
Catherine D. [Signature] (Buyer) 5/29/90 Date:
Linc Development Co, Inc (Seller) 6-6-90 Date:
By Kenneth Dohy, President (Seller) _____ Date:

attest: *Kenneth Dohy*
Secretary



ZONTAN SZATMARY
CATHLEEN SZATMARY

591-1446

1301

318C TEXAS ROAD
MORGANVILLE, NJ 07751

5/29 90

55-485/212

Pay to the order of Kirex Dev. Co.
Five thousand

\$ 5,000 00

~~00000000~~

Central Jersey Bank

MARLBORO OFFICE
MORGANVILLE, NJ 07751 85

Deposited 2221
Bill Due 30,000.00

Cathleen Szatmary

⑆02⑆204652⑆04653⑆4359⑆1301⑆0000500000⑆

8 041488 - HOME ACCOUNTANT 018

ENDORSE HERE
x Kirex Development Co
1031969

0412 28012

▶031 200730▶
NEW JERSEY NATL BK
PHILA, PA.
▶031 200730▶

JUN - 1990
ELECTRONIC
PROCESSING
CORPORATION

MAY 29 1990
PAID
CENTRAL JERSEY
BK & TR CO.
00011

1031969

DONINI AND DONINI
ATTORNEYS AT LAW
1512 HIGHWAY 138
WALL TOWNSHIP, NEW JERSEY 07719

(201) 681-9500

EDWARD S. DONINI
MICHAEL L. DONINI
DENNIS D. POANE

November 14, 1990

Ronald Troppoli, Director-Special Pros. Unit
Monmouth County Prosecutors' Office
Monmouth County Court House
3rd Floor, East Wing
Freehold, N.J. 07728-1261

Re: Szatmary vs. Kirex Development Co.

Dear Mr. Troppoli,

As you may remember, we have converse several times with regard to the above-entitled matter, wherein I represented prospective purchasers of property, being Zontan and Cathleen Szatmary. They were going to purchase from Kirex Development Company a certain property listed on the contract for sale dated May 23, 1990. Please note the check dated May 29, 1990, from the Szatmary's to Kirex Development Company in the amount of \$5,000.00 which was endorsed and signed by Kirex Development Company.

As I had previously explained to you, the principal of Kirex Development Company, Kenneth Irek, Esq., can no longer be found. You will see many letters addressed to him, including certified mailings, at his Colts Neck address. Also included is a list of the leads which my office tracked down in order to try to locate Mr. Irek.

Please note that Fast Frame Building Systems was still accepting calls from Mr. Irek within the last month.

Please find herein copies of the following:

1. Copy of letter from Fran Donahue, a realtor who was not a real estate agent involved in the matter but who helped get the parties together, along with a copy of Contract for Sale of real estate dated May 23, 1990. Ms. Donahue can now be reached, as of October 1990, at her work at 775-7671.

(2)

To: Ronald Troppoli, Director-Special Pros. Unit
Re: Szatmary vs. Kirex Development Co.
November 14, 1990

2. My office notes dated June 1, 1990, which shows at the bottom that Mr. Irek would personally guarantee the \$5,000.00 involved.
3. A list of the addresses and telephone numbers used to try to contact Mr. Irek.
4. A copy of Szatmary's check number 1301 dated May 29, 1990, for \$5,000.00 to Kirex Development Company which has been negotiated.
5. Letter dated June 26, 1990, to Ken Irek, regarding pay-off of mortgage.
6. Letter dated July 10, 1990 to Ken Irek regarding tax lien.
7. Letter dated July 19, 1990 to Ken Irek regarding title work.
8. Letter dated July 31, 1990 to Ken Irek noting requirements for closing and the fact the Mr. Irek was not in contact with us for the last two (2) weeks prior to the letter.
9. Letter dated August 6, 1990 to Ken Irek setting time of the essence of the closing, sent certified mail, return receipt requested.
10. Letter dated August 13, 1990 using new address to send time of the essence letter, sent certified mail, return receipt requested.
11. Letter dated August 29, 1990 showing requirements for closing. This letter was sent in response to a call from Fran Donahue, previously mentioned, on August 28, 1990 wherein she had talked to Mr. Irek and conveyed to us that he was still willing to sell at that time. She at that time gave us a new address being P.O. Box 161, Colts Neck, New Jersey, 07722. That was the address to which the letter of August 29, 1990 was sent. The final item in the packet is the return envelope showing that Mr. Irek did not pick up the mail at the P.O. Box 161, Colts Neck, New Jersey.

We send this to you in accordance with my previous conversations believing that Mr. Irek may have absconded with the funds given in trust by my clients. Further, there is in addition, approximately \$4,000.00 spent for the percolation, bore, and certain other preliminaries to close which they are now out-of-pocket.

I would appreciate your reviewing this matter with regard to the criminal aspects of the case. Upon your review of it, I would ask you to talk directly to my clients, Cathleen and Zontan Szatmary, 318 C Texas

(3)

To: Ronald Troppoli, Director-Special Pros. Unit
Re: Szatmary vs. Kirex Development Co.
November 14, 1990

Road, Morganville, New Jersey, 07751, telephone number 706-1124. I strongly believe that this is an criminal matter. The actions of Mr. Irek can clearly be seen as one of premeditation in taking the Szatmary's money with no intent to abide by the contract or return the money.

Very truly yours

DENNIS D. POANE, ESQ.

DDP/jkt

cc: Mr. and Mrs. Zontan Szatmary



JOHN KAYE
MONMOUTH COUNTY PROSECUTOR

OFFICE OF THE COUNTY PROSECUTOR
COUNTY OF MONMOUTH

FREEHOLD, NEW JERSEY 07728-1261

(201) 431-7160
FAX (201) 409-3673
FAX (201) 409-4830

ALTON D. KENNEY
FIRST ASSISTANT PROSECUTOR
ROBERT A. HONECKER, JR.
SECOND ASSISTANT PROSECUTOR
WILLIAM D. GUIDRY
DIRECTOR OF TRIAL DIVISION
FRANK R. LICITRA
CHIEF OF INVESTIGATIONS

December 11, 1990

Mr. Dennis D. Poane, Esq.
Donini and Donini
Attorneys At Law
1512 Highway #138
Wall Township, New Jersey 07719

Dear Mr. Poane:

Re Kenneth Irek, Esq., T/A Kirex Development
Company
File No. W180-12-90

This letter will serve to confirm our conversation of December 7, 1990, wherein I acknowledged the receipt of documentation supplied by you in the above captioned matter. Please be advised that, at this time, the investigation into the activities of Mr. Irek remains ongoing.

As you know, I am unable, at this time, to confirm for you whether or not the matter will be presented to a Monmouth County Grand Jury for further criminal prosecution. However, my review of the documentation supplied to this office leads me to conclude that the matter should be properly brought to the attention of both the Office of Attorney Ethics, as well as the Client's Security Fund. Should your client desire to file with the District Ethics Committee, it is suggested that they write to the following address:

District IX Ethics Committee
ATTN: Mr. Walter W. Kingsbery, III, Secretary
34 Broad Street
Red Bank, New Jersey 07701
(201) 741-1800

Upon request, an application will be sent to your client for the District IX Committee's review. The address for the Client's Security Fund of the Bar of New Jersey is as follows:

Mr. Dennis D. Poane, Esq.
December 11, 1990
Page-2-

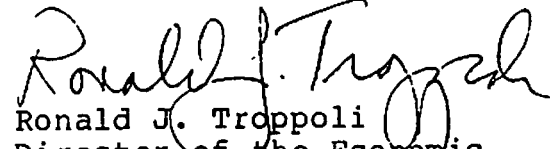
Client's Security Fund
Richard J. Hughes Justice Complex
25 West Market Street
CN-961
Trenton, New Jersey 08625-0961

by Poane M
984-7179

Upon request, an application will be sent to your clients for their completion and returned to the Client's Security Fund for their consideration of the claim.

Very truly yours,

JOHN KAYE
MONMOUTH COUNTY PROSECUTOR


By: Ronald J. Troppoli
Director of the Economic
Crime and Special
Prosecutions Unit

RJT:wjc

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

P. O. BOX 636

LAKEWOOD, NEW JERSEY 08701

(201) 363-5600

MORTON C. STEINBERG 1922-1978
SIEGFRIED W. STEELE
DENNIS D. POANE

TELEFAX
(201) 601-0317

June 26, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

Enclosed please find title search. Please note tax lien and mortgage. In accordance with your instructions, the tax lien will be paid from the proceeds at closing.

The closing will be contingent upon notification from Midlantic National Bank/Mercnants or current mortgage holder of the availability and conditions of partial release, and receipt of completed ECRA form for Applicability Determination, fully completed and executed.

If you have any questions, please do not hesitate to call.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANE

DDP:cb
Enc.

*P.S. Please also advise if the judgment listed in the judgment search is against your company. If so, we will have to write for a payoff.

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

P. O. BOX 636

LAKWOOD, NEW JERSEY 05701

(201) 383-5800

TELEFAX
(201) 603-3317

MORTON C. STEINBERG
SIEGFRIED W. STEELE
DENNIS D. POANE

July 10, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

Enclosed please find copy of notice from the Jackson Township Tax Collector, advising the amount necessary to pay off the tax lien.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANE

DDP:cb
Enc.

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

121 MADISON AVENUE

P. O. BOX 1000

LAKELAND, NEW JERSEY 08701

(201) 905-3317

MORTON C. STEINBERG (201) 905-3317
SIEGFRIED W. STEELE
DENNIS D. POANE

TELEFAX
(201) 905-3317

July 19, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

Enclosed please find copy of endorsement from Stewart Title, together with copy of Amended Schedule A description.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANE

DDP:cb
Enc.

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

P. O. BOX 838

LAREWOOD, NEW JERSEY 08701

(201) 383-5800

TELEFAX
(201) 905-3317

MORTON C. STEINBERG (902) 6781
SIEGFRIED W. STEELE
DENNIS D. POANE

July 31, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

As you remember from my letter of June 26, 1990, we need certain items prior to closing in order to convey title in accordance with the contract entered into between you and my clients, Mr. & Mrs. Szatmary. As yet we have not received confirmation of the availability to obtain partial release from Midlantic National Bank/Merchants or current mortgage holder, or the affidavit regarding ECRA, or evidence, by filed documents, of the lifting or satisfaction of the judgment by Sherwin Williams Co.. These matters are in addition to the payment of the tax lien from the sale proceeds. Until these matters are taken care of, title will not be sufficient to satisfy the contract requirements or our title company.

As you know, both sides have been cooperative in moving toward closing, and we want to continue to do so. However, we would appreciate hearing from you at your earliest convenience, but no later than August 6, 1990, with regard to the above, and a proposal for a closing date. My clients are anxious to close. I have not been able to give them any update since I have not heard from you for the last two weeks. Again, I ask you to give this matter your most immediate attention.

Awaiting to hear from you, I remain,

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANE

DDP:cb
CERTIFIED MAIL - R.R.R.
cc: Mr. & Mrs. Zontan Szatmary

P.S. We note that your telephone number is changing, and we would appreciate your new number so that we may contact you.

P 244 516 144

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED

NOT FOR INTERNATIONAL MAIL

(See Reverse)

U.S.G.P.O. 1989-238-815

PS Form 3800, June 1985

Sent to Ken Irek, Esq.	
Street Highway 34	
P. O. Box 161	
P.O. State and ZIP Code Colts Neck, N.J. 07722	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date 7/31/90	

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery (Extra charge)

3. Article Addressed to:
Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, N.J. 07722

4. Article Number
P 244 516 144

Type of Service:
 Registered Insured
 Certified COD
 Express Mail Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature - Addressee
X

8. Addressee's Address (ONLY if requested and fee paid)

6. Signature - Agent
X *[Handwritten Signature]*

7. Date of Delivery
8/3/90

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

P.O. BOX 638

LAKEWOOD, NEW JERSEY 08701

(201) 363-5800

ROBERTON C. STEINBERG (902) 9781
FREDERICK W. STEELE
DENNIS D. POANE

TELEFAX
(201) 905-3317

August 6, 1990

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

PLEASE TAKE NOTICE that my clients hereby deem TIME TO BE OF THE ESSENCE for the closing of title with respect to a certain Contract for Sale dated May 23, 1990. By virtue of this notice, closing of title shall be held at the offices of Steinberg, Steele & Poane, Esqs., 1121 Madison Avenue, Lakewood, New Jersey on August 20, 1990 at 1:30 p.m.. No further extension will be granted.

In the event that you fail to appear at said time and place and thereby convey title in accordance with the aforesaid Contract for Sale and give possession of the premises you shall be deemed to be in breach of said contract and shall be liable to the buyers for damages and for such other relief as a Court of Law or of equity shall deem appropriate.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____
DENNIS D. POANE

DDP:cb
CERTIFIED MAIL - R.R.R.
cc: Mr. & Mrs. Zontan Szatmary

1ST NOTICE
2ND NOTICE
RETURN

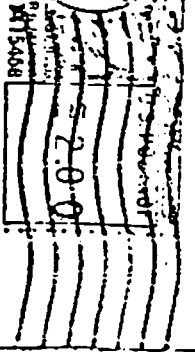
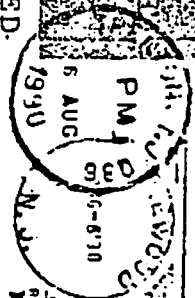
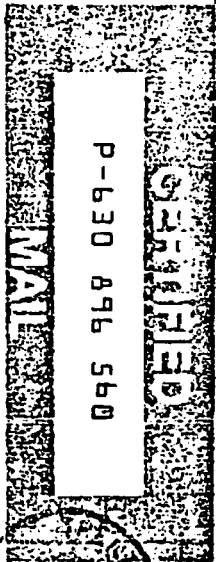
Handwritten signature/initials

Handwritten number 871190

STEINBERG, STEELE & POANIE
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
1121 MADISON AVENUE
P. O. BOX 636
LAKEWOOD, N. J. 08701

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, New Jersey 07722

RETURN RECEIPT REQUESTED.



Mr. Ken Irek
41 Highway 34
P. O. Box 161
Colts Neck, N.J. 07722

Handwritten signature

P-630 896 560

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

9055 G.P.O. 153-500

Ken Irek, Esq.
41 Highway 34
P. O. Box 161
Colts Neck, N.J.
Postage 07722
Certified Fee
Special Delivery Fee
Restricted Delivery Fee
Return Receipt showing to whom and Date Delivered
Return Receipt showing to whom and Date and Address of Delivery
TOTAL Postage and Fees
Postmark or Date
8/6/90

PS Form 3800, JUN 1985

STEINBERG & STEELE, P.A.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

P.O. BOX 636

LAKWOOD, NEW JERSEY 08701

(201) 353-3800

MORTON C. STEINBERG (1922-1978)
SIEGFRIED W. STEELE

TELEFAX
(201) 905-3317

August 13, 1990

Mr. Ken Irek
Fast Frame Building Systems
P. O. Box 725
Freehold, New Jersey 07728

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

Enclosed please find copy of letter which was previously sent to you at P. O. Box 161, Colts Neck, New Jersey, on August 6, 1990.

Very truly yours,

STEINBERG, STEELE & POANE

By: _____

DENNIS D. POANE

DDP:cb

Enc.

CERTIFIED MAIL - R.R.R.

244 516 146

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

U.S.G.P.O. 1989-238-815

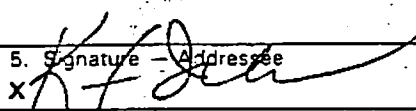
PS Form 3800, June 1985.

Sent to Mr. Ken Irek	
East Frame Building Systems	
P.O. Box and ZIP Code P. O. Box 725	
Postage Freehold, N.J. 07728	
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date 8/13/90	

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. (Extra charge) 2. Restricted Delivery (Extra charge)

3. Article Addressed to: Mr. Ken Irek Fast Frame Building Systems P. O. Box 725 Freehold, N.J. 07728	4. Article Number P 244 516 146
	Type of Service: <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise
	Always obtain signature of addressee or agent and DATE DELIVERED.
5. Signature - Addressee X 	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X	
7. Date of Delivery 8-24-90	

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

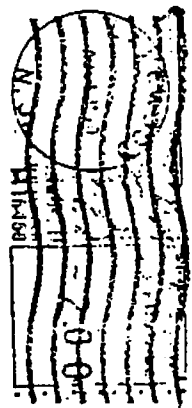
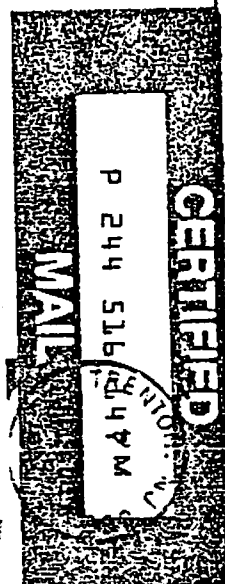
P. O. BOX 636

LAKEWOOD, N. J. 08701

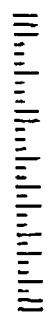
*1101
8/16/90*

~~Mr. Ken Irek
87 Carraige Hill Drive
Colts Neck, N.J. 07722~~

RETURN RECEIPT REQUESTED



*MOVED LEFT NO ADDRESS
FORWARDING ORDER EXPIRES
BOX CLOSED NO ORDER*



P 244 516 147

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

Sent to	Mr. Ken Irek
Street and No	87 Carraige Hill Drive
P.O. State and ZIP Code	Colts Neck, N.J. 07722
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	8/13/90 RETURNED

U.S. G.P.O. 1989-234-655 PS Form 3800, June 1985

STEINBERG & STEELE, P.A.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

1121 MADISON AVENUE

P.O. BOX 636

LAKELWOOD, NEW JERSEY 06701

(201) 383-5800

TELEFAX
(201) 905-3317

MORTON C. STEINBERG (1922-1978)
SIEGFRIED W. STEELE

August 29, 1990

Ken Irek, Esq.
P. O. Box 161
Colts Neck, NJ 07722

Re: Kirex Development Co. - Szatmary

Dear Mr. Irek:

This office has received a call from Fran Donahue advising that you are still interested in selling your property to Mr. & Mrs. Szatmary. The items you must provide for the closing are as follows:

- 1) Deed;
- 2) Affidavit of Title;
- 3) Completed ECRA Application;
- 4) Certified funds in the approximate amount of \$2,500.00, in order to satisfy the tax lien, mortgage payoff and other standard closing costs.

Kindly call this office upon your receipt of this correspondence to schedule a closing date and advise how we may contact you with final closing figures.

Yours truly,

STEINBERG, STEELE & POANE

BY: _____
DENNIS D. POANE

DDP:ne
Regular and Certified Mail, R.R.R.

P 676 891 192

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL

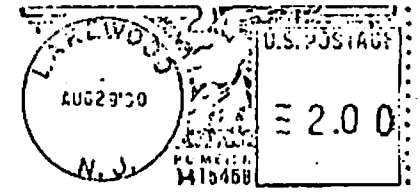
(See Reverse)

PS Form 3800, Feb. 1982
* U.S.G.P.O. 1983-403-517

Sent to Ken Irek, Esq.	
Street and No. P. O. Box 161	
P.O. State and ZIP Code Colts Neck, NJ 07722	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to whom and Date Delivered	
Return receipt showing to whom, Date and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date 8/29/90	

STEINBERG, STEELE & POANE

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
1121 MADISON AVENUE
P. O. BOX 836
LAKEWOOD, N. J. 08701



RETURN RECEIPT REQUESTED

0822/30/90
2/7/90
9/20
1ST NOTICE _____
2ND NOTICE _____
RETURN _____

~~Ken Irek, Esq.
P. O. Box 161
Colts Neck, NJ 07722~~

SEARCHED _____
SERIALIZED _____
INDEXED _____
FILED _____
AUG 29 1990
FBI - LAKEWOOD, NJ
The enclosed _____
Address is _____
Insert correct Address _____
No such street _____ number _____
No such office in state _____
Do not remove from this envelope

1105
9/22

