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)

Ronald Troppoli, Director-Special Pros. Unit To:

Szatmary vs. Kirex Development Co. Re:

November 14, 1990

- My office notes dated June 1, 1990, which shows at the bottom that Mr. Irek would personally guarantee the \$5,000.00 involved.
- A list of the addresses and telephone numbers 3. used to try to contact Mr. Irek.
- A copy of Szatmary's check number 1301 dated 4. May 29, 1990, for \$5,000.00 to Kirex Development Company which has been negotiated.

Letter dated June 26, 1990, to Ken Irek, regarding 5. pay-off of mortgage.

- Letter dated July 10, 1990 to Ken Irek regarding 6. tax lien.
- Letter dated July 19, 1990 to Ken Irek regarding 7. title work.
- Letter dated July 31, 1990 to Ken Irek noteing 8. 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.

Letter dated August 6, 1990 to Ken Irek setting 9. 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 requriements 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 finial 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 believeing that Mr Irek may have abscounded with the funds given in trust in addition, approximately \$4,000.00 Further, there is by my clients. spent for the percolation, bore, and certain other peliminaries 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

- 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 Teet.
- 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 liend and off on or with closic similar
- 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 a so have the rest to enth the frames

MER L 002022-20 11/13/2020

(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 not 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

MER L 002022-20 11/13/2020 Pg 32 of 96 Trans ID: LCV20202089697

5-23-90

Pear Mr. Poane

Exclased please find Copie of Contract for the Dale of land to Mr. & Mrs. Szatmari ex Morganville. I lik not know the Correct Spelling of Cathy's name (Please fill in.)

Any questions, please Call Ken Strekes #31-2624, owner of Kirex Devel. At Cathy's frequent, I also enclosed capy of pere done on property on left of this property in contract.

Sincerely, Jun Donahue

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## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT for Sale is made on May 23 , 19 90

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

AND George and CATHLEEN Szatmari (H&W) of Morganville, N.J. KS referred to as Buyer.

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

- 1. <u>PURCHASE AGREEMENT:</u> 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

Additional deposit within NA days of the execution of this Contract by all parties.

\$ 5,000.00 .

\$ 5,000.00 .

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. <u>DEPOSIT MONIES:</u> All deposit monies will be held in trust by Kirex located at Colts Neck, N.J. until Closing . Developmment Co.
- 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, STEELE & POANE @ 1121 MADISON AVE, LAKEWEED, NJ

- 19. COMPLETE AGREPMENT: This contract is the entire and only agreement between the Buyer and Seller. This Contract replaces and cancels by 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 the deposit of hazardous waste. Sella will sign an affidavit that the property, to his knowledge, has only been undeveloped words.
  - 23. ADDITIONAL CONTRACTUAL AGREEMENTS:

This contract is subject to Clear Perc & Bore Tests

Seller agrees to clear property of all debris before closing.

WITNESS:	SIGNED AND AGREED TO BY:
<del></del>	Thate for Stape.  (Buyer) Date:
	Cathleen Wintman 5/29/3
	(Buyer) Date:
WITNESS:	Lie Gerelionent 6, Jul 6-6-90
	(Seller) Date:
	Moneto John Bresident
	(Seller) Date:
	attest: Kenneto Irela
	Secretary
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MER L 002022-20

11/13/2020

Pg 35 of 96 Trans ID: LCV20202089697

Jes Rever Falmary Porc & Boie must be witnessel), by State official (Ocean County?), Leveste. Se set for at least Ely move on this. Den 15,1990 Southful answay. Reserved ECRA Stituation Dower will talk at Bush low officer To all My know Called. Barl will mat min com Mit. not need ECRA letter Tello me go us company who has insured the Street legthe This. / Slower D Tiello Substill Monley Forder tille

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Fast Frame Building Systams PO BX 795 Freehold ng 07728 ouner of log our gast office Ken Drek 87 Carraige Hill als (Montrase Point Estar Coets nech. no 07722 Jounee og 87 Carraige Hell Dr. Kenneth Frank & Brenda Shek. Ken Diek Hilbertway 34 Contract addre for Keret Creto nech no 07722 1 Llevelopment Co. Of 8/17/90 letters to P.O. Box 161 + O O BA 225 unclaimed at Part Offer Letter to Canacy Their Dipered, Pelephone numbers for Areks 409-0227 answering pervice

Deliphone numbers for Irek) 409-0227: answering pernice 1/3/-2002 (Candleweck Realty) cliscon 1/3/-2024 (# from Stewart Title) cliscon 928-5540 (# on development sign) no are

8/9/90 Kathy Systmany. Called. Telephone numbers for Fran 264-6545 (JACKSON) 928-5540 (OFFICE). 431-5565 (FRAN WORK H) 775-767/ Telephone number on sign in Olenelogment 928 928-5540 Candlewick Realty 431-2002 (disconnected) 409-0227 # for Ken Seek genen to mis Systmany by Fran FAST FRAME BUILDING SYSTEMS -FAST FRAME BUILDING SYSTEMS Pro Box 725 FreeHOLD, N.J. 07728

FAST FRAME BUILDING SYSTEMS

P.O. BOX 725

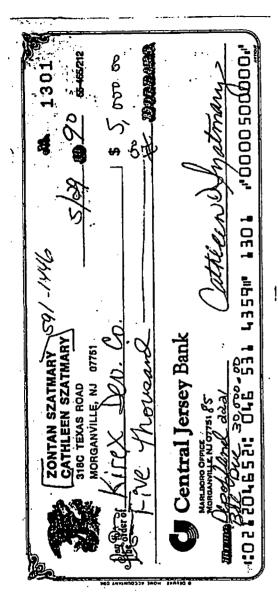
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## STEINBERG, STEELE & POANE

A FP. 11-SIONAL CORPORATION

ATTORNEYS AT LAW

HEL MADISON AVENUE

; O. BOX 636

MORTON C. STEINBERG 1992-1978-SIEGFRIED W. STEELE DENNIS D. POANE LAKEWOOD, NEW JERSEY 08701 (2:01) 363-5800 TELEFAX (201) 60%-5317

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/Merchants 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

Ву:				
-	DENNIS	D.	POANE	_

DDP:cb

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 AVEN: E

P.O. BOX 636

TELEFAX (201) 905-3317

MCRION C. STEINSE PO "PCP-1578" SIEGFRIED W. STEELE DENNIS D. POANE

LAKEWOOD, NEW JERSEY (6570) (201) 383-5800

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 & FOANE

A PROFESSION . REPORATION

ATTORNI'S AT LAW

DEL MADITE : .. VENUE

p. 0. 1 - 4 - 436

TELEFAX (201) 905-3317

MORION C. STEINFERG (IDEX:1978) SIEGFRIED W. STEELE DENNIS D. PGANE

LAKEWOOD, NIW TRSEY 08701

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

## STEINBERG, STEELE & POANE

11/13/2020

A PROFESSIONAL COEPGRATION

ATTORNEYS AT LAW

H21 MADISON AVENUE

P.O. BOX 636

TELEFAX (201) 905-3317

MORTON C. STEINBEBG (1901-1678) SIEGFRIED W. STEELE DENNIS D. POANE

LAREWOOD, NEW JERSEY 08701

(201) 363-5800

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.Q.P.O. 1989-224 175	Sent to Ken Irek, Esq. Ster aff Nghway 34 Po. State and ZIP Code Colfs Neck, N.	J. 0772	2
•	Certified Fee		İ
	Special Delivery Fee		
	Restricted Delivery Fee		
	Return Receipt showing to whom and Date Delivered		
1985	Return Receipt showing to whom, Date, and Appress of Delivery		
June	TOTAL Postage and Fees	\$ .	
3800	Posimark or Date		
S Form 3800, June 1985	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 rese the following services are available. Consult postmaster for fees and check boxies) for additional service(s) requested.  1. Those to whom delivered, date, and addressee's address.  2. Restricted Delivery (Extra charge)			
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 Cortified COD Express Mail Return Receipt for Merchandise  Always obtain signature of addressee or agent and DATE DELIVERED.		
5. Signature — Addressee  X 6. Signature — Alent  X 7. Date of Delivery	8. Addressee's Address (ONLY if requested and fee paid)		
PS Form 3811, Apr. 1989	DOMESTIC RETURN RECEIP		

## STEINBERG, STEELE & POANE

A PROFESSIONAL CUEPORATION

ATTORNEYS AT LAW

H21 MADISON AVENUE

P.O. BOX 636

MUMION CLETTINEERG COSMOTOL SALITETED WINTEELE TENNIS DEPLANE LAKEWOOD, NEW JERSEY 0670; (201) 303-5800 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.

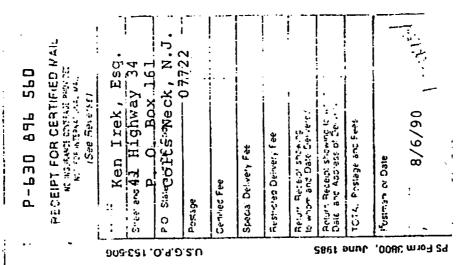
Very truly yours,

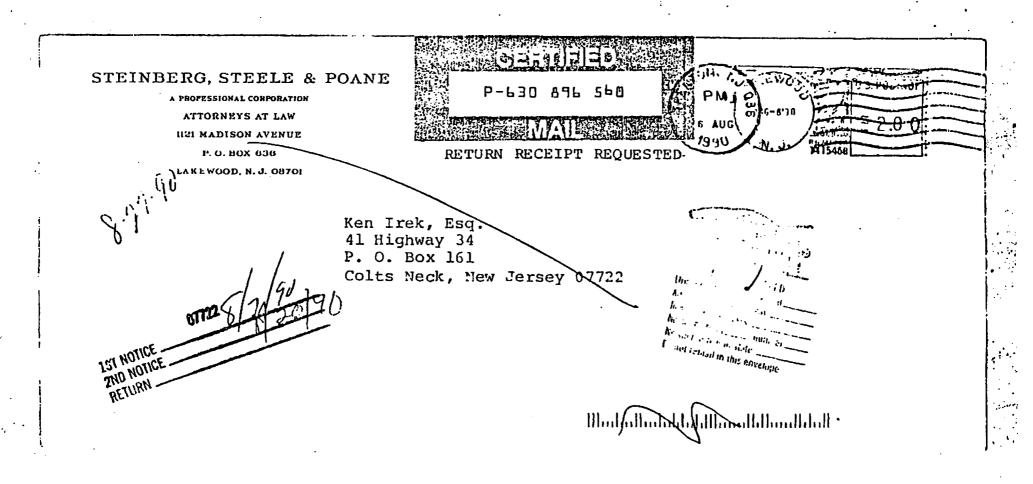
STEINBERG, STEELE & POANE

By:\_\_\_<del>\_\_\_\_\_</del>

DENNIS D. POANE

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





## STEINBERG & STEELE, P.A.

A PROFESSIONAL TORPORATION

ATTORNEYS AT LAW . .

H21 MADISON AVENUE

P.O. BOX 636

MORTON C. STEINEERG (1962-1878) SIEGFRIED W. SIEELE 1AKEWOOD, NEW JERSEY 08701 (201) 365-5800 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)

	(Dec neverse)			
n U.S.G.P.O. 1869-134-555	Sent to Mr. Ken Irek			
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φ U.S	Postage enold, N.J.	<del>Q7728</del>		
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	Return Receipt showing to whom and Date Delivered			
198	Return Receipt showing to whom, Date, and Address of Delivery			
June.	TOTAL Postage and Fees	\$		
3800	Postmark or Date	. •		
PS Form 3800, June 1985.	8/13/90			
- 44				

SENDER: Complete items 1 and 2 when additional 3 and 4.  Put your address in the "RETURN TO" Space on the reverse from being returned to you. The return receipt fee will provide the date of delivery. For additional fees the following services	side. Failure to do this will prevent this card vou the name of the person delivered to and
and check box(es) for additional service(s) requested.  1. D Show to whom delivered, date, and addressee's ad  (Extra charge)	(Extra charge)
3. Article Addressed to:	4. Article Number
Mr. Ken Irek	P 244 516 146
Fast Frame Building Systems	Type of Service:
P. O. Box 725	Registered Unsured
Freehold, N.J. 07728	Express Mail Return Receipt for Merchandise
	Always obtain signature of addressee
1/10	or agent and DATE DELIVERED.
5. Signature — Addressee	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature — Agent X	
7. Date of Delivery	
PS Form 38 11, Apr. 1989 - U.S.G.P.O. 1989-238-81	DOMESTIC RETURN RECEIPT

P 244 516 147

Mr. Ken Irek

PO State and ZIP Code Colts Neck,

Postage

PS Form 3800, June 1985

Centiled Fee

Special Delivery Fee Restricted Delivery Fee

Return Receipt showing to whom and Date Delivered

TOTAL Postage and Fees

Posimark or Date

Return Receipt showing to whom Date, and Appress of Decivery

RECEIPT FOR CERTIFIED MAIL

HO INS. FACE DOVERAGE PROVIDED

NOT FOR MOTENIAL MAIL

(See Reverse)

89 Carraige Hill Drive

N.J.

8/13/90 Returns

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Strot.	STEINBERG, STEELE & POANE A PROPESSIONAL CORPORATION ATTORNEYS AT LAW 1121 MADISON AVENUE P. O. BOX 636 LAKEWOOD, N. J. 08701
Mr. Ren Irek  87 Carraige Hill Drive  80 Colts Neck, N.J. 07722  80 Colts Neck, N.J. 07722  80 Colts Neck, N.J. 07722	P 244 51 P 244 51 RETURN RECEI

### STEINBERG & STEELE, F.A.

A PROFFESIONAL CORPORATION

ATTORNEYS AT LAW

H21 MADISON AVENUE

P.O. BOX 636

HORTON C. STEINEERS (#22-676) SIEGFRIED W. STEELE

LAEEWOOD, NEW JERSEY 06701

(201) 383-5800

August 29, 1990

TELEFAX

(201) 905-3317

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

> Kirex Development Co. - Szatmary Re:

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:

- Deed;
- Afficavit 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.

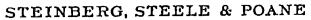
### P 676 891 192

### ALCEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED NOT FOR INTERNATIONAL MAIL

(See Reverse)

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3.517	Sent to Ken Irek, Esq.	
83-403	Street and No. Box 161	
* U.S.G.P.O, 1983-403-517	FO. State and ZIP Code Colts Neck, N.	J 07722
S.G.P	F:::age	\$
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	Special Delivery Fee	
	Restricted Delivery Fee	
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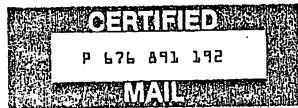
A PROFESSIONAL COMPORATION

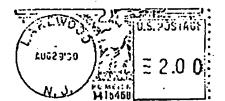
ATTORNEYS AT LAW

1121 MADISON AVENUE

P.O. BOX 636

LAKEWOOD, N. J. 08701





RETURN RECEIPT REQUESTED

1ST NOTICE — 2ND NOTICE — RETURN Ken Irek, Esq. P. O. Box 161 Colts Neck, NJ 07722 that was a like to the same of 
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## OFF' SOFTHE COUNTY PROSEC' TOR



COUNTY OF MONMOUTH
FREEHOLD, NEW JERSEY 07728-1261

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

JOHN KAYE
MONMOUTH COUNTY PROSECUTOR

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

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