

# PROPERTY INFORMATION PACKAGE

665 ELTON-ADELPHIA RD, FREEHOLD, NJ 07728



# TABLE OF CONTENTS

## Contents

TERMS AND CONDITIONS OF THE AUCTION..... 3

HOW TO BUY..... 4

BIDDER REGISTRATION ..... 5

PROPERTY SPECIFICATIONS ..... 6

PROPERTY SPECIFICATIONS – TAX BILL..... 9

PROPERTY SPECIFICATIONS – DEED ..... 10

CONTRACT FOR SALE ..... 14



79 Old York Rd  
Chesterfield, NJ  
08515 888-639-4443  
<http://sunrise-antiques.com>

## TERMS AND CONDITIONS OF THE AUCTION

**Registration:** At property previews, by appointment, via email and day of auction, August 5<sup>th</sup> 2017 starting at 8:30 AM.

**Date and Place of Auction:** August 5<sup>th</sup> 2017 at 11:00 AM, 665 ELTON-ADELPHIA RD, FREEHOLD, NJ 07728

**Terms of Sale: Auction Day Requirements** A 10% deposit (cash, certified funds, or approved check) of the contract price is required Auction Day upon execution of the contract. All funds should be made out to Sunrise Antiques & Auctioneers.

**Contract:** The successful high bidder will be required to sign a contract of sale immediately upon the conclusion of the auction with the deposit acting as a down payment (earnest money). Bidder recognizes that this is an Auction Sale and is not subject to an attorney review period. Bidder will review the contract of sale prior to the auction.

**Closing:** Will be on or before 30-45 days following the Auction Date. Payment of the balance of purchase price by certified check or bank cashier's check.

**Disclaimer:** THE PROPERTY IS SOLD "AS IS". All information regarding the properties for sale are from sources deemed reliable, but no warranty or representation is made by the Seller, or Auctioneer, as to the accuracy or reliability thereof and same is subject to errors, omissions, other conditions, or withdrawal without notice. Prospective Purchasers must rely solely upon their own investigations and due diligence.

**Broker Participation Invited:** call for details, 888-639-4443.



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## HOW TO BUY

- 1) Preview the Property at the Open Houses.
- 2) Complete a Pre-Registration Form
- 3) Review the Property Information Package.
- 4) Call with any Questions.
- 5) During the auction as the auctioneer calls for bids simply raise your card when you want to bid.
- 6) Buyer's Premium-A Buyer's Premium is a percentage added to the bid price to determine the final contract price. In this auction a 10% Buyer's Premium will be added to the final Bid Price.
- 7) Earnest Money- A 10% deposit of the contract price is required.

ATTEND THE AUCTION AND BID YOUR PRICE!



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## BIDDER REGISTRATION

Sunrise Antiques & Auctioneers  
 79 Old York Rd  
 Chesterfield, NJ 08515  
[auctions@sunrise-antiques.com](mailto:auctions@sunrise-antiques.com)  
<http://sunrise-antiques.com>  
 Phone/FAX 1-888-639-4443

PLEASE PRINT INFORMATION – FAX or e-mail back...

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

### Bidder's Acknowledgement

1. Auction Requirements: I agree to sign the contract of sale immediately upon the conclusion of the auction.
2. A 10% deposit of the contract price is required!
3. All bidders must pre-register and A 10% deposit (cash, certified funds, or approved check) of the contract price is required Auction Day upon execution of the contract. All funds should be made out to Sunrise Antiques & Auctioneers.
4. I recognize that this is an auction sale and not subject to an attorney review period.
5. A buyer's premium of 10% will be added to the bid price and will be added to the bid price and become the final contract price.
6. I have read and understand the terms of this auction sale.
7. Bidder understands that the property being auctioned by Sunrise Antiques & Auctioneers LLC is being sold "as is" "where is" without any guarantee or warranty to condition.
8. Bidder acknowledges that Sunrise Antiques & Auctioneers has not made any independent investigation of the condition of the property or verified any of the documents provided with the property information package.
9. Bidder agrees to hold Sunrise Antiques & Auctioneers harmless from any claim with respect to the condition of the property (to include environmental condition), buyer's ability to obtain any permits necessary for use of the property, and any other facts that were not the actual knowledge of the seller.

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_ Date: \_\_\_\_\_



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# PROPERTY SPECIFICATIONS

665 ELTON-ADELPHIA RD, FREEHOLD, NJ 07728



Block 93.07	Land Desc 125X207	Owner Name RICE, MICHAEL	Land 118,500	Exemption	Net Taxable Value	Deductions
lot 6	Bldg Desc 1S-VS-R-AG	Street Address 665 ELTON-ADELPHIA RD	Block 00660	Ingr 203,600	Code	Ed No-Or
Qual	Add lots	City & State FRENCHTOWN, NJ	Zip 07728	Total 322,100	Value 0	
Acct# 5255000	Assess 0.611	Class 2	Propert. Location 665 ELTON-ADELPHIA RD	Zone R-25	35	

DESCRIPTION	SKETCH
<p><b>SITE INFORMATION</b></p> <p>Sewer: SEW/WATER            Water: SEWER ONLY            Gas: SEWER ONLY            Topography: LEVEL            Road: PAVED</p> <p><b>BUILDING INFORMATION</b></p> <p>Type and Use: N.A.            Story Height: ONE STORY            Style: RANCH            Exterior Fin: ALUM/VINYL            Frame: FRAME            Roof Type: GABLE            Roof Material: SHINGLE            Foundation: CONCRETE SLAB            Condition: NORMAL            Quality: 18            Source: OWNER</p> <p>Bath: Mod: Avg: 2 Old: 0            Kitchen: Mod: Avg: 1 Old: 0            Room Count: Tot: 7 Bed: 3 Bth: 2            Year Built: 1972            Eff Age (Years): 30            Livable Area: 1668</p> <p>FIRST STORY 1668 SF            CONC. SLAB 1668 SF</p> <p>FORCED HOT AIR 1668 SF            AC (COMB DUCTS) 1668 SF            3 FIXTURE BATH 2            OPEN PORCH 56            PATIO 761 SF            ATTACHED GARAGE 480 SF            VINYL POOL 40 800 SF            SHED 1STY 25 140 SF</p> <p>SALE DATE 00/00/00            SALE PRICE 0</p>	<p>The sketch shows a floor plan for a ranch-style house. The main living area is labeled 'LIVING' and is approximately 12' x 16'. The kitchen is labeled 'KITCHEN' and is approximately 10' x 12'. The dining area is labeled 'DINING' and is approximately 10' x 12'. There are three bedrooms, each approximately 10' x 12'. The house has a gable roof and a concrete slab foundation. The sketch also shows a patio, an attached garage, a vinyl pool, and a shed. The overall dimensions of the house are approximately 30' x 40'.</p>



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665 ELTON-ADELPHIA RD, FREEHOLD, NJ 07728 – 665 Elton Adelphia Rd, Freehold, NJ is a single family 1668 sq/ft home built in 1972. Block 93.07, Lot 6

- 1 story home on .59 acre lot
- two car garage
- 1668 sq /ft
- 3 bedrooms, 1 baths
- Attic
- dining room and living room, family room, laundry room
- Central air
- In ground pool



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## PROPERTY SPECIFICATIONS – TAX BILL

ASSESSOR'S OFFICE TOWNSHIP OF FREEHOLD 1 MUNICIPAL PLAZA FREEHOLD NJ 07728		PRESORTED FIRST-CLASS MAIL U.S. POSTAGE PAID FREEHOLD NJ PERMIT #1	
DISTRICT: TOWNSHIP OF FREEHOLD			
<b>NOTICE OF PROPERTY TAX ASSESSMENT FOR</b> 2017		DATE MAILED: 11/23/16	
THIS NOTICE IS REQUIRED UNDER N.J.S.A. 54:4-38.1		#011183	
<b>BLOCK:</b> 93.07	<b>LOT:</b> 6	<b>QUAL:</b>	
<b>PROPERTY LOCATION:</b> 665 ELTON-ADELPHIA RD		<b>CLASS:</b> 2	
<b>LAND:</b> 118,500	<b>BUILDING:</b> 203,600	<b>TOTAL:</b>	322,100
<b>NET PROPERTY TAXES BILLED FOR</b> 2016		<b>2016 ASSESSMENT</b>	
<b>WERE:</b> \$7,184.26		<b>TOTAL:</b>	309,800
<b>THIS IS NOT A BILL. SEE OTHER SIDE FOR APPEAL INFORMATION.</b>			
RICE, MICHAEL 665 ELTON-ADELPHIA RD FREEHOLD, NJ		07728	

PROPERTY SPECIFICATIONS – DEED



APR 27 2004  
**Deed**

APR 22 2004 JUN 22 2004

This Deed is made on **January 20, 2004**  
**BETWEEN**  
**Benjamin Richmond**  
**Husband & Wife**  
 whose post office address is  
**5437 Palazza Place, Boyton Beach, FL 33437**

**Rhoda Richmond**

referred to as the Grantor,  
**AND Michael Rice**  
**Husband & Wife**  
 whose post office address is  
**about to be 665 Elton Adelpia Road, Freehold, New Jersey 07728**

**Judith Rice**

COUNTY OF MONMOUTH  
 CONSIDERATION 368,000  
 RTF 695.00  
 DATE 6/24/04 BY JK

referred to as the Grantee.  
 The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of **\$368,000.00** THREE HUNDRED SIXTY EIGHT THOUSAND AND 00/100 DOLLARS-----  
 The Grantor acknowledges receipt of this money.

**2. Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **Freehold**  
 Block No. **93.07** Lot No. **6** Qualifier No. Account No.  
 No lot and block or account number is available on the date of this Deed. (Check Box if Applicable.)

**3. Property.** The Property consists of the land and all the buildings and structures on the land in the Township of **Freehold** and State of New Jersey. The legal description is:  
 Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

Being the same premises conveyed to **Benjamin Richmond and Rhoda Richmond, husband and wife, by deed from Benjamin Richmond, dated November 14, 1996, and recorded November 18, 1996 in deed book 5548 page 979. Also being the same premises conveyed to Benjamin Richmond, by deed from Michele Iwanyk Richmond, divorced and single, dated June 21, 1988, recorded July 6, 1988 in Deed Book 4862 Page 401.**

M CLAIRE FRENCH, CTY CLK  
 MONMOUTH COUNTY, NJ  
 INSTRUMENT NUMBER  
**2004136778**  
 RECORDED ON  
**Jun 24, 2004**  
**6:10:13 PM**  
**BOOK: OR-8374**  
**PAGE: 4195**  
 Total Pages: 4

COUNTY RECORDING FEES \$70.00  
 REALTY TRANSFER FEES \$695.00  
 TOTAL \$765.00

Prepared by: (print signer's name below signature)  
  
 Jennifer L. Forcelli  
 (For Recorder's Use Only)

103 - Deed - Bargain and Sale  
 Cov. to Grantor's Act - Ind. to Ind. or Corp.  
 Plain Language Rev. 7/01 P11/02



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MAR-26-2003 10:19

SIMS WEICHERT TITLE

856 751 6958 P.05/06

***Fidelity National Title Insurance  
Company of New York  
Commitment***

Agent File No.: W-69416-FG

Revised 03/25/04

**SCHEDULE C  
DESCRIPTION**

ALL that certain tract or parcel of land, situated, lying and being in the Township of Freehold in the County of Monmouth and the State of New Jersey, more particularly described as follows:

Being known as Lot 6, in Block 93-G as shown on a map entitled "Amended Final Plat, Woodgate Farms at Freehold South, Section 3" filed in the Monmouth County Clerk's Office on December 6, 1971 in Case # 111-9.

BEGINNING at a point marked by an iron bar found in the Southerly sideline of Elton-Adelphia Road (80 feet wide) distant 351.29 feet Westerly from the intersection of said sideline with the Westerly sideline of Oriskany Drive where extended; thence

- (1) South 06 degrees 00 minutes 21 seconds West, 207.11 feet to a point; thence
- (2) North 83 degrees 59 minutes 39 seconds West, 125.00 feet to a point; thence
- (3) North 06 degrees 00 minutes 21 seconds East, 207.11 feet to a point marked by an iron bar found in the Southerly sideline of Elton-Adelphia Road; thence
- (4) Along the same, South 83 degrees 59 minutes 39 seconds East, 125.00 feet to the point and place of BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Lot 6 in Block 93.07 of the official Tax Map of the Township of Freehold.

The above description was drawn in accordance with a survey prepared by Dominick J. Venditto III dated 03/19/04.

NC1645 - Affidavit of Consideration  
RTF-1 (Rev. 1/00)  
P3/00

STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION OR EXEMPTION  
(P.L. 1968, c. 49)

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or  
PARTIAL EXEMPTION  
(P.L. 1975, c. 176)

To be recorded with Deed pursuant to P.L. 1968, c. 49, as amended by P.L. 1991, c. 308 (N.J.S.A. 46:15-5 et seq.)

STATE OF ~~NEW JERSEY~~ FLORIDA  
COUNTY OF PALM BEACH

SS:

FOR RECORDER'S USE ONLY	
Consideration \$	<u>268,000</u>
Realty Transfer Fee \$	<u>695.62</u>
Date	<u>6/24/04</u> By <u>ESA</u>

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent Rhoda Richmond (Name), being duly sworn according to law upon his/her oath

deposes and says that he/she is the Grantor in a deed dated 1/20/04  
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 93.07 Lot No. 6

located at 665 Elton Adelpia Road, Freehold, Monmouth County, New Jersey  
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ \_\_\_\_\_

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by P.L. 1975, c. 176 for the following reason(s):

A) SENIOR CITIZEN (See Instruction #8.)  
 Grantor(s) 62 yrs. of age or over.\*  
 One- or two-family residential premises.  
 Owned and occupied by grantor(s) at time of sale.  
 Owners as joint tenants must all qualify except in the case of a spouse.

B) BLIND (See Instruction #8.)  
 Grantor(s) legally blind.\*  
 One- or two-family residential premises.  
 Owned and occupied by grantor(s) at time of sale.  
 No owners as joint tenants other than spouse or other qualified exempt owners.  
DISABLED (See Instruction #8.)  
 Grantor(s) permanently and totally disabled.\*  
 One- or two-family residential premises.  
 Receiving disability payments.  
 Owned and occupied by grantor(s) at time of sale.  
 Not gainfully employed.  
 No owners as joint tenants other than spouse or other qualified exempt owners.

\* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)  
 Affordable According to HUD Standards.  
 Meets Income Requirements of Region.  
 Reserved for Occupancy.  
 Subject to Resale Controls.

D) NEW CONSTRUCTION (See Instruction #9.)  
 Entirely new improvement.  
 Not previously used for any purpose.  
 Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49.

Subscribed and sworn to before me

this 26th day of Jan, 2004

*David H. Green*  
Attorney  
State of NJ

*Rhoda Richmond*  
Name of Deponent (sign above line)

Rhoda Richmond  
5237 Palmyra Place, Boynton Beach, Florida 33437  
Address of Deponent

Rhoda Richmond  
Name of Grantor (type above line)

665 Elton Adelpia Road  
Freehold, New Jersey 07728  
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.			
Instrument Number	_____	County	_____
Deed Number	_____	Book	_____
Deed Dated	_____	Page	_____
	_____	Date Recorded	_____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - To be retained by County.  
DUPLICATE - To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)  
TRIPPLICATE - Is your file copy.

ORIGINAL AND DUPLICATE COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER




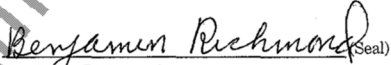
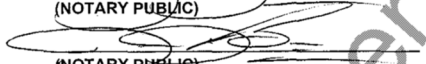
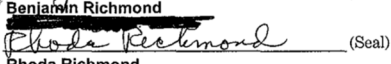
79 Old York Rd  
Chesterfield, NJ  
08515 888-639-4443  
<http://sunrise-antiques.com>

The street address of the Property is:  
665 Elton Adelphia Road, Freehold, New Jersey 07728

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)


Witnessed By:

 (NOTARY PUBLIC)	 (Seal) Benjamin Richmond
 (NOTARY PUBLIC)	 (Seal) Rhoda Richmond

STATE OF <sup>Florida</sup> NEW JERSEY, COUNTY OF <sup>Monmouth</sup> ~~MONMOUTH~~ SS:  
I CERTIFY that on 1/30/2007

**Benjamin Richmond** **Rhoda Richmond**  
personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of this Deed;  
(b) executed this Deed as his or her own act; and  
(c) made this Deed for \$ 368,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:  
BARRY GUBERMAN, ESQ.  
654 NEWMAN SPRINGS ROAD, SUITE F  
LINCROFT, NEW JERSEY 07738

  
(NOTARY PUBLIC)

Print name and title below signature  
JAMES Bowers II  
NOTARY Expires 5/13/07



## CONTRACT FOR SALE

This CONTRACT made this 5th day of August 2017 between \_\_\_\_\_, whose address is \_\_\_\_\_ hereinafter referred to as the "Seller", and \_\_\_\_\_ Purchaser whose address is \_\_\_\_\_ hereinafter referred to as "Purchaser".

1. PURCHASE CONTRACT. The Seller agrees to sell and the Purchaser agrees to buy the Property described in this contract, known as 665 Elton-Adelphia Rd, Freehold, NJ 07728.
2. PURCHASE PRICE. The purchase price is \$ \_\_\_\_\_
3. PROPERTY. The Property to be sold together with the buildings and improvements thereon consists of land and all of the Seller's rights and privileges relating to the land thereto ("Property"), appertaining, situated, lying and being in the municipality of Freehold in the County of Monmouth, and the State of New Jersey known as Block 93.07, Lot 6.
4. PAYMENT OF PURCHASE PRICE. The Purchaser will pay the purchase price as follows:

Initial deposit in the form of a certified check, bank cashier's check or other check approved in advance by Sunrise Antiques & Auctioneers LLC and payable to Sunrise Antiques & Auctioneers LLC ("Escrow Holder") upon signing of contract.

\$ \_\_\_\_\_

Balance to be paid at closing of title by certified or bank cashier's check drawn on a Federal Deposit Insurance Corporation member institution (subject to adjustment at closing), on delivery of Bargain and Sale, Covenants against Grantor's Acts Deed on the terms and conditions provided in this Contract, to be delivered at the office of (To Be Determined) on or before September 15<sup>th</sup> 2017.

\$ \_\_\_\_\_

Total

\$ \_\_\_\_\_



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<http://sunrise-antiques.com>

5. **DEPOSIT MONIES.** All deposit monies will be held in escrow by Sunrise Antiques & Auctioneers LLC until closing. If the deposit is invested in an interest-bearing account, all earnings belong to the Seller and will not be a credit against the purchase price.
6. **TRANSFER OF OWNERSHIP.** At the closing, the Seller will transfer ownership of the Property to the Purchaser. The Seller will give the Purchaser a properly executed Deed and an adequate Affidavit of Title. Seller shall also provide Purchaser with a Release of Mortgage or funds for the release of any Mortgage which may affect the Property.
7. **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 Purchaser agrees to accept a Deed known as Bargain and Sale with Covenants against Grantor's Acts.
8. **PHYSICAL CONDITION OF THE PROPERTY.** This Property is being sold "AS IS". PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION, WITH ANY AND ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND SUBJECT TO ORDINARY WEAR AND TEAR FROM THE DATE HEREOF THROUGH THE CLOSING DATE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON, AND THAT SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PROPERTY' PHYSICAL OR ENVIRONMENTAL CONDITION, INCOME, EXPENSES, OPERATION, USE, COMPLIANCE WITH LAWS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT. Both the Seller and Sunrise Antiques & Auctioneers LLC, or anyone on behalf of the Seller or Sunrise Antiques & Auctioneers LLC do not make any claims or promises about the condition, zoning or uses, or value of any of the Property included in this sale. The Purchaser acknowledges and agrees that it has inspected the Property or Purchaser hereby waives such right to inspect the Property.
9. **CONDITION OF TITLE - TITLE INSURANCE.** Quality of Title. Title to be transferred by Seller to Buyer shall be insurable by any title insurance company licensed to do business in the State of New Jersey, subject to easements and restrictions of record providing the easements and restrictions do not render title uninsurable. If title is not insurable, the Buyer's sole remedy shall be to terminate this Contract, and upon termination all of the deposit monies paid, if any, shall be returned to the Buyer.

10. SURVEY. The Purchaser and Seller agree that any survey will be at the expense of the Purchaser. If the Purchaser does not obtain the applicable survey and submit it to the title company within the time appropriate to the title company prior to the closing date hereof, Purchaser agrees to take title subject to the survey exception set forth in the title Report.
11. RISK OF LOSS. The Seller is responsible for any damage to the Property, except for in the event loss or damage to the Property exceeds 10%, then Seller may elect to either repair the damage, provide an appropriate credit at closing, or terminate this Contract.
12. ASSESSMENT 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 charges (assessments) against the Property levied prior to closing of title will be the responsibility of the Seller.
13. ADJUSTMENTS AT CLOSING. Taxes, Rents and any other municipal liens are to be apportioned as of the Closing Date. The collected rents, if any, security deposits, if any, water, sewer, taxes, fuel, and all other items normally adjusted shall be apportioned and allowed as of midnight of the day immediately prior to the Closing Date. The parties shall split evenly any real estate transfer tax associated with this transaction. The Purchaser shall be responsible for obtaining any municipal certificates required in connection with this purchase and sale.
14. POSSESSION. At the closing the Purchaser will be given possession of the Property. This conveyance shall be subject to the rights, if any, of the public and others in and to any streets and waterways on or abutting the Property.
15. PARTIES LIABLE; liquidated damages. This contract is binding upon all parties who sign it. Neither this Contract, nor any right or rights under this Contract, shall be assigned by the purchaser without the prior written consent of the Seller. Any assignment made in violation of these provisions shall be null and void. Purchaser represents that he/she has sufficient cash available to consummate the within transaction. Unless the conditions of this Contract shall in all respects be complied with by Purchaser in the manner provided in this Contract, Purchaser shall lose all rights, remedies or actions either at law or equity under this Contract, Seller may retain the deposit as liquidated damages, such damages being difficult, if not impossible, to ascertain and the deposit is a fair estimate of what seller's actual damages may be and Seller shall be released from all obligations to convey said Property alternatively Seller shall retain the right to seek damages due to Purchaser's default. Upon Sellers



election to retain the Deposit as liquidated damages, this Contract shall become null and void and neither party shall have further rights against the other. Purchaser agrees that this Contract shall not be recorded. If Seller is unable to convey title as set forth herein, Purchaser's sole remedy shall be the return of Purchaser's Deposit.

16. 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 that party's attorney. Service shall be deemed effective upon the earlier of actual notice or two (2) business days after placing such notice in the mail.
17. COMMISSION. Seller has agreed to pay to Sunrise Antiques & Auctioneers LLC a commission pursuant to a separate commission Contract. Sunrise Antiques & Auctioneers LLC shall be responsible for any commission to be paid to other real estate agents, but only as by prior written Contract executed by Sunrise Antiques & Auctioneers LLC.
18. PURCHASER'S PREMIUM. A Buyer's Premium equal to 10% of purchase price payable by the Purchaser shall be added to the winning bid to determine the final selling price.
19. COMPLETE CONTRACT. This Contract is the entire and only Contract between the Purchaser and the Seller. This Contract replaces and cancels any previous Contract between the Purchaser and the Seller. This Contract can only be changed by a Contract in writing signed by both Purchaser and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.
20. FARMLAND ASSESSMENT, Property is not presently under farmland assessment. Rollback taxes, if any, as a result of a change in use by Purchaser, will be the responsibility of the Purchaser.
21. TENANCIES. The Property is sold free of all tenancies except for the following:  
None
22. ATTORNEY REVIEW. While the terms and conditions herein are non-negotiable and will not be altered, it has been made available for review by prospective purchasers and their legal representation prior to Auction Day and on Auction Day itself. Both parties agree that the three (3) day attorney review period does not apply to this transaction. If this Contract relates to a new construction sale, the attached cancellation addendum shall apply pursuant to New Jersey State Law.

23. MEGAN'S LAW STATEMENT: UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.
24. NOTICE ON OFF-SITE CONDITIONS: PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF -SITE CONDITIONS DISCLOSURE ACT, P.L. 1995 C. . .253.

THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.

25. CLOSING: The closing shall take place on or before thirty (30) days after the execution of this Contract (the "Closing Date") at To Be Determined. In the event that the closing has not taken place by the Closing Date, either party may declare a TIME OF THE ESSENCE Closing Date upon ten (10) calendar days prior written notice to the other party. At the closing, Purchaser shall deliver payment of the Purchase Price along with all closing documents for the benefit of Seller, and Seller shall deliver an executed Deed conveying the Property to Purchaser along with all closing documents for the benefit of Purchaser.
26. RELEASE. Sunrise Antiques & Auctioneers LLC is acting only as Auctioneer and Agents and shall no way be liable to the Purchaser or Seller for the performance or non-performance of any of the foregoing conditions of sale. Purchaser releases, quit claims and forever discharges Seller, Sunrise Antiques & Auctioneers LLC, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from



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the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. This release will survive settlement.

IN WITNESS THEREOF, the parties hereto have duly executed this Contract this day and year first above written.

Witness \_\_\_\_\_ Purchaser \_\_\_\_\_

Witness \_\_\_\_\_ Purchaser \_\_\_\_\_

Witness \_\_\_\_\_ Seller \_\_\_\_\_

Witness \_\_\_\_\_ Seller \_\_\_\_\_



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