

**RECEIVED**  
SEP 18 2012  
SUPERIOR COURT  
CLERK'S OFFICE

EVELINE MULUH  
LAURENCE CHI  
205 BARBARA LANE  
FRANKLINVILLE NJ 08322  
856 676 2334  
856 883 5901

THE SUPERIOR COURT OF NEW JERSEY, CHANCERY DIVISION.

*Objection to notice of intension to fore close;*

REF: DOCKET# F-009564-12

RE- WELLS FARGO HOME MORTGAGE

ACCOUNT # 708/0170285456

SIR/Mme,

We are writing this letter in reference to the intention to foreclose on **205 Barbara lane Franklinville NJ, 08322**. Sir, Wells Fargo had given us options and one of them was to sell the home through short sale. Currently there is a short sale process going on. There is a buyer that has submitted an offer through **Century 21 C G W** realty located at 2167 rte 70 west Cherry Hill NJ 08002. Tel. **856 665 1234**. The realtor Agent handling this process is **Bob Maz**. His cell phone number is **609 820 3733**. The agent is in contact with Wells Fargo, specifically with Jennifer Umbaugh who is the primary contact person assigned to 205 Barbara lane, Franklinville, NJ, 08322, Her direct contact is **1 877 458 8420 ext. 38237**. Along with this note is a letter confirming the short sale from Wells Fargo and also the sales contract for the short sale.

To this effect, all communications and document submission are through Jennifer and Equator as instructed by Wells Fargo.

Hoping that this letter will provide the answers to your enquiries, we appreciate your understanding.

EVELINE MULUH AND LAURENCE CHI.

*Eveline muluh 9/14/12*  
*Laurence Chi 9/14/12*

REED SMITH LLP  
*Formed in the State of Delaware*  
Mark S Melodia, Esquire  
Diane A. Bettino, Esquire  
Princeton Forrestal Village  
136 Main Street, Suite 250  
Princeton, New Jersey 08540  
Tel. (609) 987-0050

Attorneys for Wells Fargo Bank, N.A.

**FILED**

JUL 10 2012

~~Chancery/General Equity~~

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IN RE APPLICATION BY WELLS  
FARGO BANK, N.A. TO ISSUE  
CORRECTED NOTICES OF INTENT  
TO FORECLOSE ON BEHALF OF  
IDENTIFIED FORECLOSURE  
PLAINTIFFS IN UNCONTESTED  
CASES

---

) SUPERIOR COURT OF NEW JERSEY  
) CHANCERY DIVISION  
) PASSAIC COUNTY

) DOCKET NO.: F-009564-12

) CIVIL ACTION

) ORDER TO SHOW CAUSE  
)  
)  
)  
)  
)

THIS MATTER being brought before the Court by Reed Smith LLP, attorneys for Wells Fargo Bank, N.A. ("Wells Fargo"), authorized to act on behalf of Foreclosure Plaintiffs in pending foreclosure cases in New Jersey, seeking relief by way of summary action for an Order permitting Wells Fargo to issue corrected Notices of Intent to Foreclose ("NOI") to the defendant mortgagor and/or parties obligated on the debt ("Foreclosure Defendants") in the pending, pre-judgment, uncontested foreclosure cases listed on the Exhibits 1 through 34 to the Amended Verified Complaint ("Corrected NOI List") to include the name and address of the lender, and based upon the New Jersey Supreme Court's decision in US Bank, N A v Guillaume, 209 N.J. 449 (2012), the implementing Order of the New Jersey Supreme Court dated April 4, 2012, and for good cause shown;

It is on this 19 July day of 2012 **ORDERED** that the Foreclosure Defendants whose names appear on the Corrected NOI List may appear before the Superior Court at the Passaic County Courthouse, 71 Hamilton Street, Paterson, New Jersey at 10 o'clock in the ~~noon~~ or as soon thereafter as counsel can be heard, on the 3 day of October, 2012 to object to this Court's Order allowing Wells Fargo to issue corrected NOIs pursuant to this Order to Show Cause.

**AND IT IS FURTHER ORDERED THAT FOR EACH FORECLOSURE ACTION IN WHICH WELLS FARGO ISSUES A CORRECTED NOI TO A FORECLOSURE DEFENDANT:**

1 Wells Fargo will issue a letter ("Explanatory Letter") to each Foreclosure Defendant in the form attached as Exhibit A to the Verified Complaint. The Explanatory Letter will explain:

- the reasons why the corrected NOI is being served;
- the procedure to follow in the event a Foreclosure Defendant wishes to object to the NOI;
- the individuals to contact with any questions; and
- their right to object to the corrected NOI or their right to cure the default within 30 days of the date of the corrected NOI

2 Wells Fargo will issue a corrected NOI in the form attached as Exhibit B to the Verified Complaint and shall attach such NOI to the Explanatory Letter referenced in paragraph 1 above. The corrected NOI will exclude attorneys' fees and foreclosure costs that have been incurred in the pending foreclosure cases. In accordance with the servicing guidelines and as required by N.J.S.A. 2A:50-56(e), the Explanatory Letter and corrected NOI will be sent by Wells Fargo, the servicing agent.

WELLS FARGO HOME MORTGAGE  
 RETURN MAIL OPERATIONS  
 PO BOX 10368  
 DES MOINES IA 50306-0368



09/06/12



00927/090861/008109 0000 7 ACPNG8 LW301 708

EVELINE K MULUH  
 LAURENCE CHI  
 205 BARBARA LN  
 FRANKLINVILLE, NJ 08322-3856

**Account Information**

<b>Online:</b>	wellsfargo.com
<b>Fax:</b>	1-866-969-0103
<b>Telephone:</b>	1-800-416-1472
<b>Correspondence:</b>	PO Box 10335 Des Moines, IA 50306
<b>Hours of Operation:</b>	Mon - Fri, 6 00 a.m. - 10 00 p.m., Sat, 8 00 a.m. - 2 00 p.m., CT
<b>Loan Number:</b>	0170285456
<b>Property Address:</b>	205 Barbara Ln Franklinville NJ 08322

Subject: Confirmation of your request for a short sale

Dear Eveline K Muluh & Laurence Chi:

We're writing to confirm your request for a short sale of the property listed in the account information box above. In this letter, we'll provide you with important information about the short sale process and how to get started.

**Understanding a short sale**

As you know, a short sale allows you, the borrower/seller, to sell your home for less than the amount owed on your mortgage, and releases your obligation to repay your primary mortgage balance. It may help you avoid a foreclosure sale.

With a short sale transaction, the dollar difference between the mortgage amount due and the acceptable sale proceeds amount is known as a deficiency balance. Please be aware that, in some cases, you may be required to pay this remaining balance at or after the short sale closing. In other cases, the investor (and other interested parties) may waive its right to seek a deficiency balance. We'll let you know prior to completion of the short sale which situation applies to you. Be sure to speak with your tax and legal advisor about the implications of a short sale and the deficiency balance that may result.

**How to get started**

To begin the short sale process, please follow the instructions in the enclosed Getting Started with a Short Sale Guide. In this guide, we'll tell you about the steps you'll need to take, documents you'll need to send to us, and provide you with other important information about the short sale process.

**What you need to know about foreclosure**

Even though you have requested a short sale, it's important to understand that if your mortgage has been referred to foreclosure that process moves forward at the same time. This means the foreclosure process may continue and a foreclosure sale date may be scheduled while you are actively working toward completing the short sale. As part of the foreclosure process, you may receive notices from a third-party attorney delivered by mail and see steps being taken to proceed with a foreclosure sale of your home.



M130/P

LW301 708

090861/008109 ACPNG8 S1-EF-M1-C001



7080170285456LW301

**Account Information**

Loan Number: 0170285456

Property Address: 205 Barbara Ln  
Franklinville NJ 08322

Also, please understand that if your foreclosure sale date is soon approaching, you may be ineligible for a short sale. If you have any questions about how an upcoming foreclosure sale may affect your eligibility for a short sale, please contact me at the number below my signature.

**I'm here to help**

As your dedicated home preservation specialist, I'm here to help you throughout the entire short sale process. I encourage you to respond promptly to this letter and any additional communications or requests for information. Please understand, if you do not provide information in a timely manner, it could impact your eligibility for mortgage assistance.

If you have any questions about the information in this letter or need further assistance, please contact me directly at the phone number below.

Sincerely,

*Jennifer Umbaugh*

Jennifer Umbaugh  
Home Preservation Specialist  
Wells Fargo Home Mortgage  
Ph: 1-877-458-8420 ext. 38237  
Fax: 1-866-590-8910

**Get free counseling to help manage expenses and avoid foreclosure.**

Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to [www.hud.gov/offices/hsg/sfh/hcc/fc](http://www.hud.gov/offices/hsg/sfh/hcc/fc). Or call **1-800-569-4287**.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.

Please be advised that Wells Fargo Home Mortgage may be attempting to collect a debt and any information obtained may be used for that purpose. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wells Fargo Home Mortgage is only exercising its rights against the property and is not holding you personally liable on the Note. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults may be reflected in your credit report.

Wells Fargo Home Mortgage cannot dispense tax or legal advice. Please consult a tax advisor and/or attorney regarding any consequences associated with a short sale or deed in lieu.

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NMLSR ID 399801



330 If Buyer does not obtain and deliver these inspection reports within that 10-day period, Buyer's rights under this  
331 paragraph shall be deemed waived and this Contract shall remain binding. The time for delivery of these reports is  
332 of the essence.

333 "Qualified inspector" is defined as someone who is licensed or certified by a governmental authority having jurisdiction  
334 for such purposes. Where licensure or certification is not required by law for any such inspector, the term "qualified  
335 inspector" shall mean persons who are regularly engaged in the business of inspecting residential properties for a fee  
336 and who generally maintain good reputations for skill and integrity in their areas of expertise.

337 The fact that a structural element, system or subsystem is near, at or beyond the end of the normal useful life of such a  
338 structural element, system or subsystem is not by itself a material defect.

339 Maintenance and cosmetic items that are included in inspection reports are for the Buyer's information only and are not  
340 covered by the provisions of this paragraph.

341 Should Buyer's inspection fail to reveal existing defects in the property, Buyer's sole and exclusive remedy shall be  
342 against the inspectors providing such services.

343 Attached is a Seller's disclosure statement to Buyer regarding the property. (Check appropriate box)

344  Yes

345  No

346  
347 **24. INFESTATION and/or DAMAGE by WOOD BORING INSECTS.**

348 The Buyer is permitted to have the accessible areas of the building and detached garage(s) inspected by a reputable  
349 exterminating company of Buyer's choice to determine if there is any damage caused or infestation by termites or other  
350 wood destroying insects. The Buyer will pay for this inspection. The inspection report shall be furnished to the Seller  
351 or Seller's agent no later than 30 days prior to settlement. If infestation or damage is found, the Seller, at the  
352 Seller's expenses, shall have the infestation treated and have repaired or replaced any wood which is deemed to be  
353 unserviceable in the opinion of a professional engineer or building contractor. Treatment and/or repairs are to be  
354 completed before settlement. If the estimate for the treatment and/or repairs exceeds \$0, Seller, at  
355 Seller's option, may cancel this Contract. If Seller elects to cancel this Contract, all deposit monies plus the Buyer's  
356 reasonable expenses, if any, in preparing to make settlement shall be refunded to the Buyer. The Buyer may agree to  
357 accept the premises without the treatment and/or repairs in which case the Seller shall allow a credit of up to  
358 \$0 against the purchase price at time of settlement. The failure of the Buyer to furnish the inspection  
359 report to the Seller or Seller's agent within the time provided will constitute a waiver by the Buyer or Buyer's rights  
360 under this clause.

361  
362 **25. RADON INFORMATION. (Check one)**

363  Seller has obtained a radon test. The results of the test are being provided to the Buyer.

364  Seller represents that Seller is unaware of any such tests having been made.

365  
366 **26. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT (applies to dwellings built before 1978)**

367 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead in Your Home". Moreover,  
368 a copy of a document entitled **DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT LEAD-BASED**  
369 **PAINT AND LEAD-BASED PAINT HAZARDS** has been fully completed and signed by Buyer, Seller and  
370 Broker(s) and is attached and made part of this Contract.

371  
372 **27. LEAD-BASED PAINT and/or LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE.**

373 This paragraph is applicable to all dwellings built prior to 1978. Unless the Buyer and Seller agree to a longer or shorter  
374 period, Buyer has a ten (10) business day period within which to complete an inspection and/or risk assessment (the  
375 "Inspection") of the Property by a certified inspector/risk assessor for the presence of lead-based paint hazards. The  
376 Inspection shall be ordered and obtained by the Buyer at the Buyer's expense, within ten (10) business days from the  
377 expiration of the Attorney Review Period. If the Inspection indicates that no lead-based paint or lead-based paint hazard  
378 is present at the Property, this contingency clause shall be deemed to be null and void. If the Inspection indicates that  
379 lead-based paint or lead-based paint hazard is present at the Property, this contingency clause will terminate at the time  
380 set forth above unless within five business days of receiving the inspection results, the Buyer delivers a copy of the  
381 inspection and/or risk assessment report to the Seller and Broker(s) and (a) advises Seller and Broker(s), in writing that  
382 Buyer is voiding this Contract; or (b) delivers to Seller and Broker(s) a written amendment (the "Amendment") to this  
383 Contract listing the specific existing deficiencies and corrections required by the Buyer. The Amendment shall provide  
384 that the Seller agrees to (a) correct the deficiencies and (b) furnish the Buyers with a certification from a certified  
385 inspector/risk assessor that the deficiencies have been corrected, before the date of settlement. The Seller shall have  
386 5 days after receipt of The Amendment to sign and return it to Buyer or send a written counter-proposal to Buyer. If  
387 Seller does not sign and return the amendment or fails to offer a counter-proposal, this Contract shall be null and void  
388 and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer, without further liability  
389 to the Seller. In the event Seller offers a counter-proposal, Buyer shall have 3 days after receipt of the counter-  
390 proposal to accept it. If the Buyer fails to accept the counter-proposal within the time limit provided, this Agreement  
391 shall be null and void and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer,  
392 without further liability to the Seller.

393  
394 **28. NOTICE OF OFF-SITE CONDITIONS. (This statement is required by the New Jersey Real Estate Commission for**  
395 **Residential Resale Properties).**

396 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c.253 the clerks of  
397 municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in  
398 the vicinity of the off-site condition. Purchasers may examine the lists and are encouraged to independently investigate  
399 the area surrounding this property in order to become familiar with any off-site conditions that may affect the value of  
400 the property. In cases where a property is located near the border of a municipality, purchasers may wish to also  
401 examine the list maintained by the neighboring municipality. If new construction, see attached **NOTIFICATION**  
402 **REGARDING OFF-SITE CONDITIONS ADDENDUM.**

403  
404 **29. AIRPORT SAFETY ZONE. (Check applicable box)**

405 Seller represents that the property identified in Paragraph 1 of this Contract  is  is not located in an AIRPORT  
406 SAFETY ZONE as defined by the New Jersey Air Safety and Zoning Act of 1983, amended by L1991C445.

1 Standard Form of Real Estate Sales Contract adopted by the Burlington Camden County Association of REALTORS® and recommended for use only when (1) A Listing  
2 Agreement has been signed by Seller, and (2) the real estate being sold involves a one-to-four family residential property This form has been certified by the  
3 Attorney General to be in compliance with the Plain Language Law Approval of a consumer contract by the Attorney General only means that simple,  
4 understandable and easily readable language is used It is not an approval of the contract's terms or legality  
5  
6

7 **CONTRACT FOR SALE OF A ONE-TO-FOUR FAMILY RESIDENTIAL PROPERTY**  
8  
9

10 **THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL IN THREE BUSINESS DAYS.**  
11 **DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL**  
12 **THIS CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.**  
13

14 **THIS CONTRACT FOR SALE** has been prepared on the 27th day of April, 2012.

15 **BETWEEN** Eveline Muluh & Laurence chi the Seller(s)

16 Whose address is 205 Barbara Lane, Franklinville, NJ 08322 and

17 Chernor Bah the Buyer(s)

18 Whose address is 2 Gardenia Dr., Maple Shade, NJ 08052  
19  
20

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50 **1. ATTORNEY REVIEW:**

51 **A. Study by Attorney:**

52 The Buyer or Seller may choose to have an attorney study this Contract If an attorney is consulted, the attorney must complete his or her  
53 Review of the Contracts within a three-day period This Contract will be legally binding at the end of this three-day period unless an attorney  
54 for the Buyer or the Seller reviews and disapproves of this Contract.

55 **B. Counting the Time:**

56 You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not count Saturdays, Sundays or  
57 legal holidays The Buyer and the Seller may agree in writing to extend the three-day period for attorney review

58 **C. Notice of Disapproval:**

59 If an attorney for the Buyer or the Seller reviews and disapproves of the Contract, the attorney must notify the REALTOR(S)® and the other  
60 party named in this Contract within the three-day period Otherwise, this Contract will be legally binding as written. The attorney must send  
61 notice of disapproval to the REALTOR(S)® by certified mail, by telegram or by delivering it personally The telegram or certified letter will  
62 be effective upon sending The personal delivery will be effective upon delivery to the REALTOR(S)® office. The attorney may also, but  
63 need not, inform the REALTOR(S)® of any suggested revision(s) in the Contract that would make it satisfactory  
64  
65

66 **2. COMMENCEMENT OF ATTORNEY REVIEW:**

67 The parties acknowledge by their initials the date of delivery of this Contract signed by both Buyer and Seller to be as follows.

68  
69 **X** INITIALS AS TO BUYER (CB) ( )

INITIALS AS TO SELLER (EM) (LC)

70  
71 DATE 7/13/12

DATE 7/13/12

72  
73  
74 **3. NOTICES AND FAX TRANSMISSIONS.**

75 **A. Notices:**

76 All notices required in this Contract must be in writing. All notices shall be by certified mail, by telegram, by personal delivery,  
77 or by facsimile transmission (fax). The telegram, certified letter or facsimile transmission will be effective upon sending. The  
78 personal delivery will be effective upon delivery to the other party. Each party must accept the certified mail, telegram or  
79 facsimile transmission sent by the other party. Notices to the Seller shall be addressed as indicated on Line 18 of this Contract.  
80 Notices to the Buyer shall be addressed as indicated on Line 22 of this Contract. Notices to the Realtors® shall be addressed to  
81 the addresses as indicated in Paragraph 33 of this Contract. Notwithstanding the above, this notice provision shall not apply to  
82 Paragraph 1, entitled "Attorney Review," which has its own methods of notice that must be strictly adhered to.

83 **B. Contract, Counter Offer, Addendum, Amendment:**

84 The facsimile transmission (fax) of a signed copy of this Contract, any counter offer, addendum or amendment to the other party  
85 or their agent, followed by faxed acknowledgment of receipt, shall constitute delivery of the signed document. The Seller and  
86 Buyer agree to confirm the faxed transmission by mailing or personally delivering a clear copy with original signatures to the  
87 other party or their agent.

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**4. SALE, PURCHASE and PROPERTY.**

The Seller agrees to sell and Buyer agrees to buy under the terms of this Contract:

- (a) All that land, building(s) and improvements in the Municipality of Franklinville, County of Gloucester, and State of New Jersey, being commonly known as 205 Barbara Lane identified on the Municipal Tax Map as Block \_\_\_\_\_, Lot(s) No(s) \_\_\_\_\_.
- A description of the boundaries of the land is either attached as Schedule "A" or appears in Deed Book \_\_\_\_\_ at page \_\_\_\_\_, recorded in the Clerk or Register of Deed's Office of \_\_\_\_\_ County.
- (b) All other rights of the Seller in the land.

**5. PERSONAL PROPERTY and FIXTURES.**

The property being transferred includes all fixtures permanently attached to the building(s), all shrubbery, plantings and fencing

Also included:

none

Specifically excluded:

none

**6. PURCHASE PRICE/MANNER OF PAYMENT.**

The purchase price is Two Hundred and Fifty Thousand Dollars \$ 250,000

Payable as follows:

- (1) Deposit paid upon signing of the Contract ..... \$ 1,000
- (2) Additional deposit to be paid on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ \$ 0
- (3) At settlement, by certified or cashier's check and/or mortgage company check ..... \$ 249,000

In the event of assumption of existing first mortgage or by Seller taking back Buyers' mortgage note and mortgage See Additional Contract Provisions

PURCHASE PRICE ..... \$ 250,000

**7. DEPOSIT MONIES.**

All deposit payments made by the Buyer on account of the purchase price shall be held in a  non-interest bearing  interest bearing (W-9 to be supplied to Escrow Holder with deposit) Trust Account of Century 21 CGW Realty who is called the Escrow Holder and shall be applied on account of the purchase price upon compliance by the Buyer with this Contract. In the event the W-9 form is not returned or returned incomplete or unsigned, the down payment monies shall be placed in a Non-interest bearing trust account of the Escrow Holder.

**8. SUFFICIENT ASSETS.**

Buyer represents that as of the signing of this Contract, Buyer has or will have as of the date of settlement, all necessary cash assets, together with the mortgage loan proceeds, to complete settlement. Should the Buyer not have sufficient cash assets at the time of settlement, Buyer will be in breach of Contract and Seller shall be entitled to any remedies as provided by law.

Buyer further represents:

- the purchase of this property is NOT contingent upon the sale of any other real estate or personal property.
  - in order to complete settlement, Buyer will require the proceeds from the sale of property located at \_\_\_\_\_, which is currently under Contract. A copy of such Contract of Sale shall be delivered to Seller, or Seller's agent, at the time of signing of this Contract
  - in order to complete settlement, Buyer will require the proceeds from the sale of property located at \_\_\_\_\_, which is NOT currently under Contract.
- A right of first refusal provision is attached and made a part of this Contract of Sale.

Seller represents that as of the date of settlement, Seller will have sufficient assets, including, but not limited to, the equity in the property, to satisfy all liens, encumbrances and costs to complete settlement.

**9. MORTGAGE CONTINGENCY, PLACEMENT FEE (POINTS), COMMITMENT DATE:**

If payment of the purchase price requires a mortgage loan other than by the Seller or other than assumption of Seller's mortgage, the Buyer shall apply for the loan in writing on lender's standard form within seven (7) days after the expiration of the Attorney Review period (Paragraph 1) and use their best efforts to obtain it. The Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize the lender to communicate with the real estate broker(s) and involved attorney(s). The Buyer shall obtain a written commitment from an established mortgage lender to make a loan on the property under the following terms

Principal Amount \$ 200,000 Type of Mortgage: ( ) VA ( ) FHA  Conventional ( ) Other.

Term of Mortgage 30 years, with monthly payments based on a 30 year payment schedule.

If VA guaranteed or FHA insured, minimum amount of appraisal required. \$ n/a, See FHAVA AMENDATORY CLAUSE attached to and made part of this contract.

At settlement, Seller shall also pay \$0 to be applied toward Buyer's escrow items, closing costs, and/or points.

This amount shall not exceed the maximum credit permitted by Buyer's Mortgage Lender. Each "point" being 1% of Buyer's mortgage loan.

The written mortgage commitment must be delivered to the Seller's agent who is the Listing Broker identified in Paragraph 33 no later than the 30th day of May, 2012. Should Buyer require additional time to obtain the written mortgage commitment, the commitment date shall automatically be extended for a period not to exceed 0 days. If such

169 extension shall cause the commitment date to extend beyond the settlement date specified in paragraph 14 then the settlement  
170 date shall be extended for 0 days after the revised commitment date. In the event the mortgage commitment is not delivered  
171 by the specified date, or any extended date permitted by the Seller, this Contract shall be deemed null and void. In that event,  
172 the deposit monies paid by the Buyer, shall be returned to the Buyer unless failure to obtain the mortgage commitment is the  
173 result of the Buyer's negligence or intentional conduct or failure to diligently pursue the mortgage application.  
174  
175

176 **10. INSPECTION BY LENDERS, SURVEYORS: CERTIFICATIONS & REPAIRS.**

177 Seller agrees to permit inspections of the property by authorized appraisers, inspectors and surveyors that may be  
178 requested by Buyer and/or Buyer's mortgage lender.

179 All mandatory certifications required by the Buyer's mortgage lender shall be paid for by the Buyer, except as otherwise  
180 provided in this Contract.

181 All mandatory repairs required by the Buyer's mortgage lender, or as a condition of those certifications, shall be  
182 accomplished before settlement at the Sellers expense, except as otherwise noted in this Contract. If the total cost of  
183 those repairs is more than \$ 0, this Contract may be declared null and void at the option of the Seller and  
184 all deposit monies paid by the Buyer toward the purchase price shall be refunded to the Buyer, without further liability  
185 to the Seller, or the Buyer may elect to make the repairs in excess of \$ 0 at the Buyer's expense and in  
186 that event, this contract shall remain in full force and effect.  
187

188 **11. FLOOD AREAS.**

189 The federal and state governments have designated certain areas as flood areas. If the property is located in a flood area,  
190 the use of the property may be limited. The Seller is not aware that the property is in a flood area, however, this does  
191 not ensure that your lender may not require flood insurance. If Buyer's inquiry reveals that the property is in a flood  
192 area, the Buyer may cancel this Contract within ten (10) business days after the expiration of the Attorney Review  
193 Period. If the mortgage lender requires "flood insurance" then the Buyer shall be responsible for obtaining such  
194 insurance on the property.  
195

196 **12. POSSESSION, OCCUPANCY and TENANCIES.**

197 Possession and occupancy will be given to Buyer at time of settlement. However, if the property is to be tenant  
198 occupied as of the date of settlement, see **TENANCY ADDENDUM** and leases attached and made a part of this  
199 contract.  
200

201 **13. DATES AND TIME FOR PERFORMANCE.**

202 The Seller and the Buyer agree that all dates and times for performance of this Contract are **OF THE ESSENCE**.

203 This means that the Seller and Buyer must perform what is required of them within the time limits set by this  
204 this Contract, or be in default, except as provided in this Contract.  
205

206 **14. SETTLEMENT TIME and PLACE.**

207 Settlement is the meeting at which time the Seller transfers ownership of the property by Deed to the Buyer and the  
208 Buyer pays the Seller the remainder of the purchase price.

209 Settlement shall take place at Any local reputable Title Company or at such place  
210 as may be required by the mortgage lender on the 15th day of June, 2012  
211 at 3:00 o'clock P.M. The date, but not the hour, shall be of the essence. Where there is a designated title  
212 insurance company, the proceeds check will be issued by it or by its authorized agent.  
213

214 **15. SETTLEMENT COSTS and MONEY ADJUSTMENTS.**

215 Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title  
216 company charges for disbursements and attendance allowed by the Commissioner of Insurance, but all searches, title  
217 insurance premium and other conveyancing expenses are to be paid for by the Buyer, unless the Seller and the Buyer  
218 provide differently in writing.

219 Seller and Buyer shall make prorated adjustments at settlement for items which have been paid by Seller or are due from  
220 Seller such as taxes, water and sewer charges which could be claims against the property, rental and security deposits,  
221 association and condominium dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical  
222 inventory and pricing by the Seller's supplier; such determination shall be conclusive

223 If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies such as taxes and insurance  
224 premiums paid in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies which  
225 the Seller owes to Seller's Mortgage lender, such as current interest or a deficit in the mortgage escrow account. There  
226 shall be no adjustment on any Homestead Rebate due or to become due  
227

228 **16. DEED and OTHER DOCUMENTS REQUIRED FOR SETTLEMENT.**

229 A Deed is a written document used to transfer ownership of property. Seller agrees to provide and the Buyer agrees to  
230 accept a Bargain and Sale Deed with Covenants against Grantor's (Seller's) acts. This means that the Seller has done  
231 nothing to encumber the title while being the owner. If the Seller is a corporation, it will also deliver a corporate  
232 resolution authorizing the sale. The Seller shall give to the Buyer and/or title company an Affidavit of Title and  
233 executed IRS 1099S form for reporting the sale. An Affidavit of Title is a sworn statement which contains information  
234 clarifying the Seller's ownership of the property, such as marital status, right of tenants, claims on record against people  
235 having similar name as Seller.

236 Seller(s) state they  are,  are not, foreign persons or non-resident aliens for the purpose of U.S. income taxation  
237 and will, if required, provide a certificate of non-foreign status at, or before, settlement as to each Seller.  
238

239 **17. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE.**

240 Seller makes no representation concerning existing zoning ordinances except that Seller's use of the property is not  
241 presently in violation of any zoning ordinances and its present use as a SINGLE family  
242 dwelling may be continued.

243 Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for  
244 this property, Seller shall obtain it at Seller's expense and shall be responsible to make and pay for any repairs required  
245 in order to obtain the Certificate or Letter. However, if this expense should exceed \$ 0 to the Seller, then  
246 the Seller may terminate this contract and refund to the Buyer all deposit monies plus Buyer's reasonable expenses, if  
247 any, in preparing to make settlement. The Buyer may elect to make repairs in excess of \$ 0 at the  
248 Buyer's expense. In addition, Seller shall comply with the New Jersey State Law, and local ordinances, including but

249 not limited to smoke detectors, carbon monoxide detectors and indoor sprinklers, the cost of which shall not be  
250 considered as a repair cost.  
251

252 **18. CONDOMINIUM/HOMEOWNERS ASSOCIATION DOCUMENTS.**

253 If the property is a condominium, or is subject to a homeowners' association, Seller shall prior to or at the time of the  
254 signing of this Contact, provide Buyer with a copy of the current rules, regulations and by-laws of the condominium,  
255 and/or homeowners' association. The name(s), address(s) and telephone number(s) of the Association(s) is/are:  
256 n/a  
257

258  
259 Seller, if required, shall provide Buyer with written approval by the condominium or homeowners' association for  
260 Buyer's purchase of the property. Prior to settlement, Seller shall provide a "Status of Account" letter and Certificate of  
261 Insurance for the Association.  
262

263 Seller represents that the current annual association fee is \$ n/a. Buyer acknowledges that associations  
264 commonly require a one-time non-refundable capital contribution or start-up fees.  
265

266 **19. QUALITY and INSURABILITY OF TITLE.**

267 The title to be transferred shall be a marketable title and insurable at regular rates by a reputable title insurance company  
268 authorized to do business in the State of New Jersey.

269 The title shall be free and clear of all encumbrances including municipal liens and assessments and liabilities for future  
270 assessments for improvements constructed and completed; however, title shall be subject to liabilities for assessments  
271 for municipal improvements not completed on the date of this Contract. Seller represents that Seller  has  has not  
272 been notified of any such assessments. All liens and encumbrances shall be satisfied at or before time of settlement.  
273 The title shall be subject to all existing utility easements and restrictions of record, provided such easement or restriction  
274 does not unreasonably limit the use of the property. Generally, an easement is a right of a person, other than the owner,  
275 of the property to use a portion of the property for a special purpose. A restriction is a recorded limitation on the use of  
276 the property. A violation of any restriction shall not be a reason for Buyer refusing to complete settlement as long as  
277 the Title Company insures the Buyer against actual loss at regular rates..

278 The Seller states, to the best of the Seller's knowledge, that there are no restrictions in any conveyance or plans of  
279 record that will prohibit use and/or occupancy of the property as a Single family residential dwelling.  
280 The Seller states that all buildings and other improvements on the property are within its boundary lines. Also, that no  
281 improvements on adjoining properties extend across the boundary lines of this property. In the event the Seller is unable  
282 to transfer the quality of title required and if the Buyer is unwilling to accept Seller's title without a reduction of the  
283 purchase price, the monies paid by Buyer toward the purchase price shall be returned to the Buyer, together with  
284 expenses of examining the title, making survey, mortgage application fees and Buyer's other reasonable expense in  
285 preparing for settlement without further liability to the Seller.  
286

287 **20. CONDITION OF PROPERTY.**

288 The land and buildings shall be transferred in the same condition as they now appear, reasonable wear and tear  
289 excepted. This means that the property is being sold in its present conditions unless otherwise warranted hereinafter. In  
290 addition, Seller shall leave the property free of debris and in broom-clean condition.  
291

292 **21. SELLER'S WARRANTIES AND PRE-SETTLEMENT INSPECTION.**

293 A warranty is a promise. Seller warrants that the plumbing, electrical and heating systems together with all equipment  
294 servicing those systems, the central air-conditioning, if existing, and all appliances, at time of settlement, are in good  
295 operating condition. Buyer shall have the right to inspect the property immediately prior to settlement to ensure that  
296 these items are in working order, also that the conditions of the property are as agreed.  
297 Seller shall have all utilities in service during the 48-hour period immediately preceding settlement.  
298

299 **22. SELLER'S REPRESENTATION. (Check appropriate box)**

300 Seller represents that the property is serviced by:  public  private waste disposal. If private waste disposal, see  
301 attached **PRIVATE WASTE DISPOSAL ADDENDUM.**

302 Seller represents that the property is serviced by  public  private drinking water source. If private drinking water  
303 source, see attached **WELL DRINKING WATER TEST ADDENDUM.**

304 Seller represents that to the best of Seller's knowledge there  is/are no underground fuel tank(s),  is/are  
305 underground fuel tank(s) on the property,  was/were underground fuel tank(s) which was/were properly removed,  
306  is/are underground fuel tank(s) which was/were properly abandoned in place pursuant to the rules and regulations of  
307 NJDEP. If an underground fuel tank(s) is present see attached **UNDERGROUND FUEL TANK ADDENDUM.**  
308

309 **23. HOME INSPECTION and REPORTS.**

310 Although the premises is being purchased in its present condition, it is recommended that the Buyer obtain an  
311 inspection. The Seller will make the property available to the Buyer's qualified inspectors for the purpose of inspecting  
312 the property at Buyer's expense to assure that:  
313

- 314 A. The heating, air-conditioning, plumbing and electrical systems are in good operating condition.  
315 B. The foundation and structure of the building(s) and garage(s) are sound and that there is no water intrusion  
316 into the premises;  
317 C. The roof and flashings do not leak and are structurally sound;  
318 D. The doors and windows (including seals), fireplaces and chimneys are in good operating condition;  
319 E. There are no adverse environmental conditions affecting the property, such as the presence of toxic mold,  
320 radon gas of 4.0 pCi/l or greater, air-borne asbestos fibers, toxic chemicals or other pollutants in the soil,  
321 air or water  
322

323 These inspections are to be performed within 10 business days from the expiration of the Attorney Review Period. If  
324 the reports disclose defects in the items mentioned above, Buyer shall supply to Seller or Seller's agent within that 10  
325 day period, those portions of the reports describing said defects, together with a list of requested repairs. The Seller  
326 shall then have 5 business days to respond in writing to the Buyer or Buyer's agent. If the Seller does not respond  
327 within 5 business days, or if the Seller refuses to make the requested repairs at Seller's expense, then the Buyer may  
328 cancel this Contract by giving written notice to the Seller or Seller's agent within 3 business days thereafter. In that  
329 event, all deposit monies shall be returned to Buyer and neither party shall have any further obligation to the other.

407 30. MEGAN'S LAW STATEMENT. (This statement is required by the New Jersey Real Estate Commission.)  
408 Under New Jersey Law, the county prosecutor determines whether and how to provide notice of the presence of  
409 convicted sex offenders in the area. In their professional capacity, real estate licensees are not entitled to notification by  
410 the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon settlement, the  
411 county prosecutor may be contacted for such further information as may be disclosable to you  
412

413 31. DISPUTE BETWEEN SELLER AND BUYER OVER DEPOSIT.  
414 The Escrow Holder is not required to resolve any dispute which might arise between the Seller and Buyer concerning  
415 deposit payments in the Trust Account. The Escrow Holder will require from both the Seller and Buyer their written  
416 permission to pay out the deposit payment from the Trust Account. If the dispute is not resolved, the Escrow Holder  
417 will retain the deposit money until the Buyer and/or Seller receive an order from the Court regarding distribution.  
418

419 32. FAILURE OF BUYER OR SELLER TO SETTLE: BROKER'S RIGHT TO BROKERAGE FEE:  
420 In the event the Seller or Buyer fails to settle in accordance with this Contract, either may commence any legal or  
421 equitable action against the other as may be permitted by law. If Seller breaches this Contract, Seller will nevertheless  
422 be liable to the Broker for a brokerage fee as otherwise set forth in the Listing Agreement Contract. If Buyer breaches  
423 this Contract, Buyer will nevertheless be liable to the Broker for damages as determined by the Court, which may be  
424 equivalent to the brokerage fee in this Contract.  
425

426 33. BROKERAGE FEE: LIEN ON PROCEEDS.  
427 The Seller agrees to pay the named real estate broker(s) for services rendered in procuring this sale.  
428 This fee is payable as follows:

429 Century 21 CGW Realty As stated in Listing Agreement  
430 Listing Broker Brokerage Fee per listing  
431 2167 ROUTE 70 WEST, CHERRY HILL, NJ 08002, 856-665-1234  
432 Address and Telephone Number  
433

434 CENTURY 21 CGW REALTY As stated in MLS  
435 Selling Broker Brokerage Fee per listing  
436 2167 ROUTE 70 WEST, CHERRY HILL, NJ 08002, 856-665-1234  
437 Address and Telephone Number  
438

439 The brokerage fee shall be due and payable at the time of actual settlement and all purchase money consideration has  
440 been received by the Seller. The Seller agrees and acknowledges that the dollar amount of the brokerage fee shall be a  
441 lien (a legal claim) on the purchase money proceeds derived from the sale of the subject property. The Seller, by this  
442 Contract, authorizes and directs the Buyer's attorney, or the title insurance company, whichever is the case, to pay to the  
443 broker(s) the full brokerage fee out of the proceeds of sale, prior to the payment of any funds to the Seller. The  
444 brokerage fee bill, duly receipted by the broker or broker's agent, or the closing attorney's or title insurance company's  
445 check in payment of such brokerage fee, shall be deemed a release and discharge of this lien  
446

447 34. SELLER NOT LIABLE TO BUYER AFTER SETTLEMENT.  
448 All warranties, guarantees, representations of Seller concerning the property, the systems servicing the property, the  
449 appliances, lot lines, location of structures, driveways, fences and any other matter affecting this Contract, unless  
450 otherwise set forth in writing shall be absolutely void after settlement or delivery and acceptance of possession  
451 or occupancy, whichever is earlier. Buyer acknowledges they have the right to purchase a home warranty.  
452

453 35. RISK OF LOSS.  
454 The risk of loss or damage to the property by fire or otherwise, except ordinary wear and tear, is the responsibility of the  
455 Seller until settlement.  
456

457 36. NO RELIANCE ON OTHERS.  
458 This Contract is entered into by the Seller and Buyer based upon their full understanding of the meaning of all the  
459 provisions of this Contract, and upon the knowledge of the parties as to the value of the land and whatever buildings are  
460 upon same, and not on any representations made by either of them to the other, or by the real estate broker(s) involved.  
461 The Broker(s) named in this Contract, their personnel and associates are not to be held liable either to Seller or Buyer  
462 for the performance or non-performance of any of the terms of this Contract. Seller and Buyer agree that they are  
463 entering into this Contract without any reliance upon any representations or statements which may have been made by  
464 personnel or associates of the realty firm(s).  
465

466 37. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT.  
467 By signing below the Seller(s) and Buyer(s) acknowledge they received the Consumer Information Statement on New Jersey  
468 Real Estate Relationships from the brokerage firms involved in this transactions prior to the first showing of the property.  
469

470 38. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S).  
471 Century 21 CGW Realty (name of firm) AND  
472 Basem Mazahreh (name(s) of licensee(s))  
473

474 AS ITS AUTHORIZED REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one):  
475 SELLER'S AGENT(S) BUYER'S AGENTS(S)  
476  DISCLOSED DUAL AGENT(S) TRANSACTION BROKER(S)  
477

478 INFORMATION SUPPLIED BY CENTURY 21 CGW REALTY (name of firm) AND  
479 Basem Mazahreh (name(s) of licensee(s))  
480

481 INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one):  
482 SELLER'S AGENT(S) BUYER'S AGENT  
483  DISCLOSED DUAL AGENT(S) TRANSACTION BROKER

484 39. **NO ASSIGNMENT OR RECORDING.**  
485 This Contract shall not be assigned. This means that neither the Buyer nor the Seller may transfer the rights under this  
486 Contract to anyone else. Neither this Contract nor a memorandum of it shall be recorded in the County Recording  
487 Office.  
488

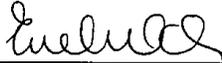
489 40. **ENTIRE CONTRACT, NO ORAL REPRESENTATIONS.**  
490 This contract is the entire and only Contract between Buyer and Seller and cancels and replaces any previous  
491 agreements between them. This Contract may be changed only in writing signed by both Buyer and Seller. ANY  
492 REPRESENTATIONS OR AGREEMENTS NOT CONTAINED IN THIS CONTRACT ARE OF NO EFFECT.  
493

494 41. **BINDING ON SUCCESSORS.**  
495 This Contract is binding not only on the Seller and Buyer, but also on their heirs, personal representatives, and  
496 successors.  
497

498 42. **ADDITIONAL CONTRACT PROVISIONS.**

499 See Additional Contract Provisions  
500 \_\_\_\_\_  
501 See Lead Based Paint Addendum  
502 \_\_\_\_\_  
503 See Short Sale Addendum  
504 \_\_\_\_\_  
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537 \_\_\_\_\_

538 43. **ACKNOWLEDGMENT OF TERMS OF CONTRACT.**  
539 The Seller and Buyer agree to the terms of this Contract by signing below. If a corporation is a party, this Contract is  
540 signed by its proper corporate officers pursuant to a corporate resolution, and its corporate seal is affixed.  
541

542				07/13/12	
543					
544	Witness	Date	SELLER	Eveline Mulu	Date
545					
546					
547	Witness	Date	SELLER	Laurence chi	07/13/12
548					
549					
550	Witness	Date	BUYER	Chernor Bah	07/13/12
551					
552					
553	Witness	Date	BUYER		Date
554					
555					
556					
557					

558 THIS CONTRACT PREPARED BY: BASEM S MAZAREH//KML  
559 (Individual Licensee)

ADDITIONAL CONTRACT PROVISIONS

Below are approved standard paragraphs to be used depending upon circumstances of each case. It is expressly understood that only the numbered paragraphs, which are checked and initialed by all parties, shall be a part of this contract.

This Addendum is part of the Contract for Sale dated April 27, 2012 between  
Eveline Muluh and Lamence Ch as Sellers  
and Chernor Bah and \_\_\_\_\_ as Buyers  
for the property known as 205 Barbara Lane, Franklinville, NJ 08322

1 **PRIVATE WASTE DISPOSAL ADDENDUM:** This contract is contingent upon receipt of a satisfactory private waste disposal test from a "qualified" testing laboratory, agency or individual. The test shall be ordered, and paid for, by the Buyer and the results shall be furnished to the Seller or Seller's Agent no later than \_\_\_\_\_ calendar days prior to settlement. If the test reveals any deficiencies in the system, then the Seller shall be obligated to make the necessary corrections at the Seller's expense. If the cost of making the corrections exceeds \$ \_\_\_\_\_ dollars, then the Seller shall have the option of declaring this Contract null and void within (7) calendar days of receiving written notice of deficiencies and all deposit monies paid by Buyer toward the purchase price shall be refunded to the Buyer. The Buyer may agree to accept the premises without the corrections, in which case the Seller shall allow a credit of up to \$ \_\_\_\_\_ against the purchase price at time of settlement.

2 **PRIVATE WELL TESTING ADDENDUM:** PRIVATE WELL TESTING: (This section is applicable if the property's potable water supply is provided by a private well located on the property (or the potable water supply is a well that has less than 15 service connections or does not regularly serve an average of at least 25 individuals daily at least 60 days a year).

Pursuant to the Private Well Testing Act (N.J.S.A. 58:12A-26 to 37) and regulations (N.J.A.C. 7 9E 3.1 to 5.1), if this Contract is for the sale of real property whose potable water supply is provided from a private well and the analytical results of prior water tests no longer are valid, a test on the water supply must be performed by a laboratory certified by NJDEP. Seller agrees to procure the test at Seller's sole cost and expense and to provide a copy of the test results to Buyer within seven (7) calendar days after receiving the report(s). Seller shall order the new test or, if applicable, provide Buyer with the valid test results prior water test within seven (7) calendar days after the end of the Attorney Review Period set forth in Section 1 of this Agreement. The test shall cover the parameters set forth in the Act and regulations. As required in the Act, prior to closing of title, Seller and Buyer each shall certify in writing that they have received and read a copy of the water test results.

If any of the water tests do not meet applicable standards at the time Seller provides the water test results to the Buyer, Seller shall notify Buyer, in writing, that Seller agrees to cure or correct said conditions in the water test results. If Seller shall fail to notify Buyer of Seller's agreement to cure or correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct. If Seller shall fail to agree to cure or correct any of the conditions set forth in the water test results within seven (7) calendar days or if the condition is incurable or is of such significance as to unreasonably endanger the health of the Buyer, the Buyer shall then have the right to void this Contract by notifying the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the seven (7) day period, the Buyer shall have waived his right to cancel this Contract and this Contract shall remain in full force, and the Seller shall be under no obligation to correct or cure any of the conditions set forth in the water test results. If Seller shall agree to correct or cure such conditions, all such remediation shall be completed by Seller prior to the closing of title.

Point-of-Entry Treatment (POET) Systems. Pursuant to N.J.A.C. 7 1J-2.5 (c), the seller of a property with a POET system that was installed and maintained at the expense of the Spill Fund must notify the Department of Environmental Protection within 30 days of executing a binding contract that the property is to be sold

3. **UNDERGROUND FUEL TANK ADDENDUM:**

- (a) Buyer has the right, at Buyer's expense, to have the tank tested by a qualified inspector for leakage and/or the soil tested for contamination. The test(s) shall be conducted, and a report delivered to Seller, within ten (10) business days from the end of Attorney Review.
- (b) If there is a contamination seller will hire a licensed contractor to remediate the contamination at Seller's expense. If the underground oil tank is still in use, Seller will have the defective tank removed according to NJDEP Regulations, with municipal permits and approvals, and will replace the defective tank with a new above ground tank. After the tank has been replaced and/or all contaminated soil has been removed and replaced, and any groundwater contamination eliminated, Seller will obtain a No Further Action letter from the New Jersey Department of Environmental Protection.
- (c) If the remediation cannot be completed or a No Further Action letter has not been obtained by the date of closing, both parties have the option to mutually agree to extend the settlement process
- (d) If the cost to remediate is estimated by Seller's contractor to exceed \$ \_\_\_\_\_, Seller or buyer may cancel this contract. If the contract is cancelled, all deposit monies will be returned to the Buyer, and neither party shall have any further obligation to the other.

**4. MOLD DISCLOSURE:** Mold contaminants may exist in the Property of which the Broker or Agent(s) is unaware. Mold and/or mildew can be found in any environment. Mold spores can enter buildings through the air and be transported by people and animals. These contaminants may also grow in places where there is or may have been excessive moisture, such as where leakage may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding; these conditions may be identified with a typical home inspection. Presence of mold does not always present a health problem

Inspection for mold, mildew, and indoor or outdoor air quality should be performed, detected, and evaluated by other qualified and insured specialists of the customer's choice and hire. Buyer shall have the right to conduct a mold inspection/test and supply Seller or Seller's agent with a copy of the test results within ten (10) business days from the expiration of the Attorney Review Period. Much of the information stated above is from the National Center for Environmental Health, Centers for Disease Control and Prevention, and the Environmental Protection Agency. You can contact these agencies for more information about mold and other indoor air quality, or visit the EPA website at [www.epa.gov](http://www.epa.gov)

**5. RADON TESTING, REPORTS AND MITIGATION:** (Radon is a radioactive gas, which results from the natural breakdown of uranium in soil, rock and water. It has been found in homes all over the United States and is a carcinogen. For more information on radon go to [www.epa.gov/iaq/radon/pubs/hmbvguid.html](http://www.epa.gov/iaq/radon/pubs/hmbvguid.html) or [www.State.Nj.us/dep/rpp/radon/index.htm](http://www.State.Nj.us/dep/rpp/radon/index.htm) or call the NJ Radon Hot Line at 1-800-648-0394 or 1-609-984-5425)

If the property has been tested for radon prior to the date of the Agreement, Seller agrees to provide to the Buyer, at the time of the execution of this agreement, a copy of the result of the radon test(s) and evidence of any subsequent radon mitigation or treatment of the property. In any event, Buyer shall have the right to conduct a radon inspection/test and supply Seller or Seller's agent with a copy of the test results within ten (10) business days from the expiration of the Attorney Review Period. For the purposes of the paragraph, Seller and Buyer agree that in the event a radon gas concentration level in the subject dwelling is determined to be less than 4 Pico curies per liter (4.0 pCi/L) without any remediation, such level of radon gas concentration shall be deemed to be an acceptable level ("Acceptable Level") for the purposes of this agreement. Under those circumstances, the Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.

If the Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is 4 pico curies per liter (4.0 pCi/L) or more, Seller shall have a seven (7) calendar day period after receipt of such report to notify Buyer in writing that the Seller agrees to remediate the gas concentration to an Acceptable Level. Upon such remediation, the contingency in this agreement, which relates to radon, shall be deemed fully satisfied. If Seller fails to notify Buyer of Seller's agreement to remediate, such failure to so notify shall be deemed to be a refusal by Seller to remediate the radon level to an Acceptable Level, and Buyer shall then have the right to void this agreement by notifying the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this contract within the seven (7) day period, the Buyer shall have waived his right to cancel this contract, and this contract

shall remain in full force and effect, and seller shall be under no obligation to remediate the radon gas concentration. If Seller shall agree to remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed by Seller prior to the closing of title.

**6. SMOKE DETECTOR AND CARBON MONOXIDE:** Pursuant to Uniform Fire Code N.J.A.C. 5.70-2.3, all owners of one and two family properties containing any fuel burning appliances or an attached garage are required to obtain a Certificate of Smoke Detector and Carbon Monoxide Alarm Compliance (CSDCMAC) prior to the sale or other change of occupancy of real property for residential purposes. If the subject property contains any fuel burning appliances or an attached garage, Seller shall, at Seller's sole cost and expense, obtain a CSDCMAC from the appropriate enforcing agency and deliver same to Buyer prior to the closing of title to the above real property

**7. FIRE EXTINGUISHER COMPLIANCE:** As of November 1, 2005 there is a new law in effect that requires upon the sale, lease or transfer of a building with fewer than three units, each unit be equipped with at least one portable fire extinguisher. NJAR was able to secure an amendment to the legislation to exclude all seasonal rental units. The law further states that the extinguisher is to be provided at the expense of the seller, landlord or transferor of the property. The law defines portable fire extinguisher as "an operable portable device, carried and operated by hand, containing an extinguishing agent that can be expelled under pressure for the purpose of suppressing or extinguishing fire, and which is: (1) rated for residential use consisting of an ABC type; (2) no larger than a 10 pound rated extinguisher; and (3) mounted within 10 feet of the kitchen area, unless otherwise permitted by the enforcing agency"

**8. INCLUSION OF SWIMMING POOL AND/OR SPA:** It is understood between Buyer and Seller that the: in-ground swimming pool, above ground swimming pool, spa, and associated filtration system are included in the Contract for Sale. Any accessories to the above that are to be included are as follows \_\_\_\_\_

Buyer and Seller also agree. Buyer shall have ten (10) business days after the expiration of the attorney review period to inspect the above said system(s) and receive inspection results. If said inspection reveals any deficiencies, Buyer shall notify the Seller within five (5) business days. Buyer shall have the right to declare this Contract terminated and the deposit monies shall be returned to the Buyer, unless the Seller agrees, in writing, within five (5) business days of receiving the inspection results to repair and/or replace same, as may be required, at Sellers own cost and expense.

It is understood and agreed that the Seller makes no representation or warranty as to the condition of the above. The Buyer agrees to accept the above in an as is condition meaning the same condition as it is at the time of the signing of this Contract for Sale.

**9. VA AMENDATORY CLAUSE:** It is expressly agreed that, notwithstanding any other provision of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise in the case of a VA loan, if the contract purchase price or cost exceeds the reasonable value of the property established by the U.S. Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Veterans Administration

**10. SELLER FINANCING:** It is understood and agreed that the mortgage note and mortgage instrument as required in Paragraph 6(3) of this Contract shall be drawn by an attorney. These instruments shall provide that the mortgage loan is for a term of \_\_\_\_\_ years, to be paid in monthly installments of \$ \_\_\_\_\_ each with interest at the annual rate of \_\_\_\_\_ %.

**11. RIGHT OF FIRST REFUSAL CLAUSE:** This contract is contingent upon Buyer entering into a contract for the sale of their property located at \_\_\_\_\_ on or before \_\_\_\_\_. Buyer agrees to list the property for sale with a licensed real estate broker within five (5) days after the expiration of the Attorney Review Period. A copy of the executed Listing Agreement will be provided to Seller or Seller's agent as proof of Buyer's good faith effort to sell the property. Buyer agrees to use his best efforts to cause the property to be sold in accordance with the terms of the Listing Agreement.

In the event the Buyer does not enter into a Contract for the Sale of the above property on/or before \_\_\_\_\_, this Contract for the Sale of Real Estate shall be null and void and all deposit monies shall be returned to the Buyer, unless the time for satisfaction of this contingency is extended by the parties in writing.

It is agreed by the parties that the Seller shall have the right to continue to market the property for sale until such time as this contingency is removed in writing by the parties. In the event the Seller should receive an acceptable offer for the purchase of the property prior to the above date, the Buyer will be given \_\_\_\_\_ hours, (not including Saturdays, Sundays or legal holidays) to remove this contingency by providing Seller with a copy of a Contract for the sale of the above property or written proof of Buyer's financial ability to complete final settlement as per this Contract. In the event such evidence is not provided within the specified time period, then the Seller, at his option, may declare this Contract null and void, and all deposit monies shall be returned to the Buyer.

**12. RELEASE CONTINGENCY:** This Contract for Sale is Contingent upon the Seller obtaining a fully executed release from a previous Contract for Sale on the subject property dated \_\_\_\_\_, between Seller and \_\_\_\_\_ (previous buyer). In the event said release cannot be obtained within seven (7) calendar days from the date the Seller signs this Contract for Sale, the Contract for Sale shall be declared null and void and all deposit monies shall be returned to the Buyer.

**13. ASSOCIATION RIGHT OF FIRST REFUSAL:** The parties acknowledge that seller, by deed restriction, is required to first offer the subject premises for sale to the \_\_\_\_\_ Association. Seller agrees within ten (10) business days from the expiration of the Attorney Review Period, to provide Buyers and Buyer's Attorney or title insurance company with a waiver from said Association, indicating that the Association's Right of First Refusal has been offered and that it has been waived.

**14. ASSUMPTION:** Subject to or assumption of existing first mortgage. This mortgage is held by \_\_\_\_\_, the rate of interest being \_\_\_\_\_ % the remaining term being approximately \_\_\_\_\_ years. Seller warrants that this mortgage can be assumed without any change in its terms, that it will be in good standing at time of settlement and that on this date the monthly payment for principal, and interest is approximately \$ \_\_\_\_\_ and that the approximate principal payment balance is \$ \_\_\_\_\_.

**15. DISCLOSURE OF LICENSED REAL ESTATE PERSON:** \_\_\_\_\_ Hereby discloses that he/she is a licensed real estate agent of the State of New Jersey and presently is associated with the firm of \_\_\_\_\_ located at \_\_\_\_\_.

Eveline Muluh Date 07/13/12 Chernor Bah Date 07/13/12  
Seller's Signature Eveline Muluh Buyer's Signature Chernor Bah  
hanena ch Date 07/13/12 \_\_\_\_\_ Date \_\_\_\_\_  
Seller's Signature Buyer's Signature

**DISCLOSURE OF INFORMATION ON LEAD - BASED PAINT AND  
LEAD - BASED PAINT HAZARDS  
(Home Sales)**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead paint hazards is recommended prior to purchase.

**Seller's Disclosure (initial)**

EM (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
LC  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

EM  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing

LC (b) Records and reports available to the seller (check one below)  
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

CB (c) Purchaser has received copies of all information listed above.  
CB (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home  
CB (e) Purchaser has (check one below).

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards, or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.

**Agent's Acknowledgment (initial)**

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Eveline Mulu 07/13/12 hamina chi 07/13/12  
Seller Eveline Mulu Date Seller Date

Chernor Bah 07/13/12 \_\_\_\_\_  
Purchaser Chernor Bah Date Purchaser Date

**BURLINGTON CAMDEN COUNTY ASSOCIATION OF REALTORS®  
ADDENDUM REGARDING POSSIBLE SHORT SALES**

Seller: \_\_\_\_\_ Eveline Muluh / *Laurence Chi*

Buyer: \_\_\_\_\_ Chemor Bah

Property Address: \_\_\_\_\_ 205 Barbara Lane, Franklinville, NJ 08322

This Addendum (this "Addendum") is attached to and made a part of the Burlington Camden County Association of REALTORS® Standard Form of Real Estate Contract (the "Contract of Sale"). In the event this Addendum conflicts with the Contract of Sale, then this Addendum shall control. The Contract of Sale as amended by this Addendum is referred to as the "Agreement".

1. **Short Sale.** A "Short Sale" is a transaction for the sale and purchase of real property where the Purchase Price is less than the amount required to pay off the liens on the real property, such as mortgages, judgments, taxes, homeowner or condominium association fees, assessments, as well as closing costs, including but not limited to brokerage commissions, realty transfer fee, and attorneys' fees. This transaction is or may be a Short Sale.
  
2. **Contingency of Approval from Lien Holders of Short Sale.** The Agreement is subject to the written consent by the holders of certain liens on the Property (the "Designated Lien holders") to accept less than the amount owed to them in order to release their liens, thereby allowing a closing to occur. If such consent(s) is not obtained, Seller will be unable to convey title to the Buyer in accordance with paragraph 19 of the Agreement. The Designated Lien Holders and the approximate amounts of their liens are as follows:

Lien Holder	Amount
_____	_____
_____	_____
_____	_____
_____	_____

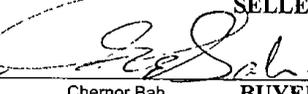
Seller represents that the obligations secured by the liens held by the Designated Lien Holder(s) are currently [check one] \_\_\_\_\_ in default; \_\_\_\_\_ NOT in default. Buyer agrees not to communicate with any of the Designated Lien Holders without Seller's written consent, which consent Seller may withhold in its sole and absolute discretion.

3. **Seller's Obligation to Seek Approval.** After completion of Attorney Review, Seller shall seek written approval from the Designated Lien Holders of the Agreement, and their consent to accept less than the amount owed to them in order to release their liens (each such approval being called a "Consent") from the Property in accordance with the following.
  - a) Within five (5) business days after the full execution of the Agreement, Seller shall submit to each Designated Lien Holder a copy of the Agreement, along with such additional documentation anticipated to be required by the Designated Lien Holder for review and approval.
  - b) If a Designated Lien Holder requests additional documentation in order to process the request for the Consent, Seller agrees to respond promptly and in good faith to any such requests.
  - c) Seller shall bear sole responsibility for any expense for submitting authorizations or documentation required by the Designated Lien Holder.
4. **Acknowledgments by the Parties.**
  - a) Seller acknowledges that, although a Designated Lien Holder may agree to accept less than the amount owed to it in order to release its lien on the Property, that does not mean that the balance of the debt will be forgiven, and the Seller may remain liable for the payment of the balance of the debt. Furthermore, if there is forgiveness of the debt, such amount may result in taxable income to the Seller. SELLER IS DIRECTED TO CONSULT WITH ITS TAX ADVISOR CONCERNING THE CONSEQUENCES OF A SHORT SALE.
  - b) Seller and Buyer acknowledge that any Consent by a Designated Lien Holder may be made on the condition that none of the terms of the Agreement shall differ in any material respect from the terms submitted to it upon which the Consent was based. For purposes of the Agreement, any change in the date of closing, purchase price, real estate brokerage commissions, concessions and net proceeds to be paid to, or other remuneration to be received by, Seller in connection with the proposed Short Sale shall be deemed a material change. Any material change will require the application for the Consent to be resubmitted to the Designated Lien Holder for approval, which could result in delays in the closing or in a denial of the Consent.
5. **Changes to Agreement.** In the event a Designated Lien Holder requires that any term or condition of the Agreement be changed as a condition to giving its Consent to the Short Sale, Seller shall promptly notify Buyer in writing of such requirement. Neither Seller nor Buyer shall be bound to make any change to the Agreement. If, however, a required change is mutually agreeable, Seller and Buyer shall promptly proceed to amend the Agreement.
6. **Deadline for Consent; Cancellation of Transaction.** If Seller is unable to obtain the Consent by each Designated Lien Holder on or before \_\_\_\_\_, 20\_\_\_\_, either party may terminate the Agreement by written notice to the other. Upon such

termination, the deposit shall be returned to the Buyer and neither party shall have any further obligations under the Agreement.

7. **Seller to Provide Timely Notice of Consent.** Seller shall provide Buyer with a copy of each Designated Lien Holder's Consent no later than two (2) business days after Seller's receipt thereof.
8. **Postponement of Dates.** Unless any Designated Lien Holder requires otherwise for a mortgage commitment or inspections, in which case a separate written notice shall be provided by the Seller to the Buyer, the time period for obtaining a mortgage commitment as contemplated by paragraph 9 of the Contract of Sale, if applicable, shall end \_\_\_\_ days after Buyer receives notice that all Consents have been obtained. The time periods for the conduct of inspections as set forth in paragraphs 23, 24, and 27 of the Contract of Sale and in paragraphs 1 through 8 of the additional Contract provisions shall commence on the date that Buyer receives notice that all Consents have been obtained. Additionally, the time for settlement set forth in paragraph 14 shall be appropriately adjusted.

**IN THE PRESENCE OF:**

07/13/2012		(L.S.)
Date	Eveline Mulu	SELLER
07/13/2012		(L.S.)
Date	Kamua	SELLER
07/13/2012		(L.S.)
Date	Chemor Bah	BUYER
		(L.S.)
Date		BUYER

# NOTICE

## To Buyer and Seller:

### Read This Notice Before Signing the Contract

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

- As a real estate broker, I represent:  
 The Seller, not the Buyer  
 The Buyer, not the Seller  
 Both the Seller and the Buyer  
 Neither the Seller nor Buyer.  
The title company does not represent either the Seller or Buyer.  
Century 21 CGW Realty
- You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.
- The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and negotiate its terms.
- The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.
- Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.
- A Buyer without a lawyer runs special risks. Only a lawyer can advise a Buyer about what to do if problems arise concerning the purchase of the property. The problems may be about the Seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So their interests may differ from yours.
- Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

Eveline Muluh 07/13/12  
SELLER Eveline Muluh DATE

Chernor Bah 07/13/12  
BUYER Chernor Bah DATE

Basem Mazahreh 07/13/12  
SELLER DATE

BUYER DATE

Listing Broker DATE  
(Licensee) Basem Mazahreh

Selling Broker DATE  
(Licensee) Basem Mazahreh