

RECEIVED
SEP 11 2012
SUPERIOR COURT
CLERK'S OFFICE

Jesus Avalos
19 Cedar Knoll
Jackson, NJ 08527

Defendants

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
PASSAIC COUNTY
DOCKET NO. F-009564-12

WELLS FARGO BANK, N.A
And ASC,

CIVIL ACTION

Plaintiff,

v.

JESUS AVALOS

ANSWER TO SHOW CAUSE

To the state of New Jersey and to the Plaintiff WELLS FARGO BANK, N.A and ASC
I, the Defendant, Jesus Avalos who reside at 19 Cedar Knoll Jackson NJ 08527
answers the order to show cause as follows:

I deny that the Plaintiff should be able to foreclose on my home for the following
Reasons:

I ask the Court to dismiss this complaint because this is filed in the wrong County of New
Jersey. I have also filed for Bankruptcy I am attaching proof from courts. I have also tried
to work with the lender and they have not worked with me. I do have a contract on the
property. My realtor has been getting the run around. Please see attached proof of
contract.

We answer the complaint as follows

Answer

- 1) Deny Failure to respond to me on number of occasions trying to tell them I have an offer on the property and that I need a short sale done.
- 2) I deny this and request for dismissal due to wrong jurisdiction I'm not in Passaic County nor is the Property.
- 3) Property address 302 Maple St Lakehurst ,NJ 08733
- 4) I deny the intent to proceed with foreclosure because I received another complaint on another property listed with the same Docket Number. I will attach proof.

CERTIFICATE OF SERVICE

A copy of this Answer was served upon Plaintiff's attorney at the following Address:

Law Offices
Reed Smith LLP.
136 Main Street, Suite 250
Princeton, NJ 08054-1539
609-987-0050

EA for Jesus Avalos P.O.A
Jesus Avalos

(Date)

UNITED STATES BANKRUPTCY COURT
District of New Jersey

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 7/13/12.

You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Jesus Avalos
 19 Cedar Knoll Rd
 Jackson, NJ 08527

Social Security/Taxpayer ID/Employer ID/Other Nos.:
 141-84-2173 (Jesus Avalos)

United States Bankruptcy Judge:
 Honorable Raymond T. Lyons Jr.

Attorney for Debtor(s) (name and address):

Jesus Avalos
 19 Cedar Knoll Rd
 Jackson, NJ 08527
 Telephone number:

Trustee
 Catherine E. Youngman
 Forman Holi Eliades Ravin & Youngman LLC
 80 Route 4 East, Suite 290
 Paramus, NJ 07652

Telephone number: 201-845-1000
 The United States Trustee, Region 3 appoints the above-named individual as interim trustee as of the date of the filing of the bankruptcy petition.

Meeting of Creditors:

Date: August 17, 2012

Time: 01:30 PM

Location: Clarkson S. Fisher Federal Courthouse, 402 East State Street, Room 129, Trenton, NJ 08608-1507

Presumption of Abuse under 11 U.S.C. § 707(b)

See "Presumption of Abuse" on reverse side.

Insufficient information has been filed to date to permit the clerk to make any determination concerning the presumption of abuse. If more complete information, when filed, shows that the presumption has arisen, creditors will be notified.

Deadlines:

Papers must be received by the bankruptcy clerk's office by the following deadlines:

Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts:

10/16/12

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:

402 East State Street
 Trenton, NJ 08608
 Telephone number: 609-989-2200

For the Court:

Clerk of the Bankruptcy Court:
 James J. Waldron

Business Hours:

8:30 AM - 4:00 p.m., Monday - Friday (except holidays)

Date: 7/17/12



8/14/2012

JESUS AVALOS
19 CEDAR KNOLL
JACKSON, NJ 08527

Re: *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*

Docket Number F- 009564-12

Dear JESUS AVALOS:

Please be advised that the New Jersey Supreme Court recently held in *U.S. Bank N.A. v. Guillaume*, 209 N.J. 449 (2012), that mortgage lenders seeking to foreclose must comply with the New Jersey Fair Foreclosure Act's requirement that a Notice of Intention to Foreclose set forth the name and address of the lender.

Why You Are Receiving This Letter

You are receiving this letter because you are the defendant in a pending foreclosure action, and it is believed that the Notice of Intention to Foreclose served upon you prior to the commencement of the foreclosure action did not comply with the requirements of the Fair Foreclosure Act.

By the court's Order to Show Cause dated July 19, 2012, and in compliance with the Supreme Court's opinion in *U.S. Bank N.A. v. Guillaume*, the Hon. Margaret Mary McVeigh, P.J.Ch., Passaic Vicinage, gave permission to America's Servicing Co. to serve, along with the Order to Show Cause and verified complaint, corrected Notices of Intention to Foreclose on all defendant mortgagors/parties obligated on the debt in pending foreclosure actions filed before February 28, 2012.

Information About the Order to Show Cause and Verified Complaint

Enclosed with this letter are copies of the Order to Show Cause and verified complaint. The verified complaint lists the following lenders in the following counts of the verified complaint:

- Count 1 - Bank of America, N.A.
- Count 2 - Bank of New York Mellon
- Count 3 - BankAtlantic
- Count 4 - Bayview Financial
- Count 5 - CitiBank, N.A.
- Count 6 - Commerce Bancorp.
- Count 7 - Copperfield Investments
- Count 8 - Deutsche Bank
- Count 9 - DLJ Mortgage Capital, Inc.
- Count 10 - E*Trade
- Count 11 - EMC Mortgage



8/14/2012

JESUS AVALOS
GLADYS AVALOS
19 CEDAR KNOLL ROAD
JACKSON, NJ 08527-0000

Re: *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*

Docket Number F- 009564-12

Dear JESUS AVALOS & GLADYS AVALOS:

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- Count 6 - Commerce Bancorp.
- Count 7 - Copperfield Investments
- Count 8 - Deutsche Bank

**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.

1) 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 the buyer. The title company does not represent either the seller or the buyer.

2) 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.

3) 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 to negotiate its terms.

4) 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.

5) 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.

6) 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 this 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.

7) 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.

GA Jesus Avalos
Seller

Seller

4-23-12
Date

[Signature]
Selling Broker

4/23/12
Date

[Signature]
Buyer

Buyer

4/23/12
Date



NEW JERSEY ASSOCIATION OF REALTORS®
STANDARD FORM OF REAL ESTATE CONTRACT



©1996 New Jersey Association of REALTORS®, Inc.

THIS FORM MAY BE USED ONLY IN THE SALE OF A ONE TO FOUR FAMILY RESIDENTIAL PROPERTY OR VACANT ONE FAMILY LOTS. THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS. DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND/OR CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

CONTRACT OF SALE

1. PURCHASE AGREEMENT AND PROPERTY DESCRIPTION:

Katrina Osborn, Buyer,
whose address is Toms River, NJ

AGREES TO PURCHASE FROM

Jesus Avalos, Seller,
whose address is 19 Cedar Knolls Jackson NJ 08527

THROUGH THE BROKER(S) NAMED IN THIS AGREEMENT AT THE PRICE AND TERMS STATED BELOW, THE FOLLOWING PROPERTY:

Property Address: 302 Maple St
Shown on the municipal tax map of Lakehurst
County Ocean
As Lot 8 Block 53 Approximate size of lot 0.13

THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.

2. PURCHASE PRICE: THE TOTAL PURCHASE PRICE IS: \$ 132,500

3. MANNER OF PAYMENT:

(A) Deposit paid by Buyer on signing of this Agreement to Listing Broker or Participating Broker, by cash or check, for which this is a receipt: \$ 500.

(B) Additional deposit to be paid by Buyer on or before 14 Days After Attorney Review (date): \$ 500.

All initial and additional deposit monies paid by the Buyer shall be held in escrow in the

NON-INTEREST BEARING TRUST ACCOUNT of Gran Realty Trust Escrowee, until closing of title, at which time all monies shall be paid

over to the Seller. The deposit monies shall not be paid over to the Seller prior to the closing of title, unless agreed in writing by both the Buyer and Seller. In the event the Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may place the deposit monies in Court requesting the Court to resolve the dispute.

(C) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE.

The Buyer agrees to apply immediately for a mortgage loan through any lending institution of the Buyer's choice or the office of the Listing Broker or the Participating Broker. The application shall be furnished by the Buyer in writing on an application form prescribed by the lending institution to which the application shall be submitted. Buyer shall also furnish, in a timely manner, such other documents and information as is usually required by said lending institution. Failure of Buyer to comply with the foregoing, in good faith, shall be deemed a breach of this Contract of Sale. The amount of mortgage loan required by the Buyer is \$ 120,025 and will be what is commonly known as the (F.H.A.) (V.A.) (Conventional) (A.R.M.) 30 year direct reduction plan with interest at not more than 0 % and not more than 0 Points. Buyer agrees to pay not more than 0 Points. Seller agrees to pay not more than 0 Points. IF THE MORTGAGE LOAN HAS NOT BEEN ARRANGED, OR IF THE BUYER HAS NOT NOTIFIED SELLER OF BUYER'S DECISION TO COMPLETE THE TRANSACTION WITHOUT OBTAINING A MORTGAGE COMMITMENT, ON OR BEFORE May 30, 2012

(Date) THEN EITHER BUYER OR, SELLER MAY VOID THIS AGREEMENT BY WRITTEN NOTICE TO THE OTHER PARTY. The method of notifying the other party shall be in accordance with Section 21 of the Agreement. \$ 120,025

(D) BALANCE OF PURCHASE PRICE.

The balance of the purchase price shall be paid by cash, certified check or Attorney's Trust Account check on delivery of a Bargain + Sales (B/S) (Type of Deed). Title to the Property will be free from all claims or rights of others, except as described in Sections 6, 7 and 8 of this Agreement. The deed shall contain the full legal description of the Property. Payment of the balance of the purchase price by Buyer and delivery of the deed and affidavit of title by Seller occur at the "Closing." The Closing will take place on or before June 20, 2012, at the office of Buyers Attorney or such other place as the Seller and the Buyer may agree. \$ 3975

TOTAL PURCHASE PRICE: \$ 132,500

Buyer's Initials: KO

Seller's Initials: SA

67 **4. BUYER FINANCIALLY ABLE TO CLOSE:**

68 Buyer represents that Buyer has sufficient cash available (together with the mortgage referred to in Section 3) to
69 complete this purchase.

70
71 **5. ACCURATE DISCLOSURE OF SELLING PRICE:**

72 The Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated on line
73 sixty-three (63) of this Contract. The Buyer and Seller **UNDERSTAND AND AGREE** that **THIS INFORMATION**
74 **SHALL BE DISCLOSED** to the Internal Revenue Service as required by law.

75
76 **6. TENANTS, IF ANY:**

77 This sale is made subject to the following tenancies. The Seller warrants that these tenancies are not in violation of
78 existing Municipal, County, State or Federal rules, regulations or laws.

79	NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM
80					
81					
82					
83					
84					
85					

86 **7. QUALITY OF TITLE:**

87 This sale will be subject to easements and restrictions of record, if any, and such state of facts as an accurate
88 survey might disclose. Generally, an easement is a right of a person other than the owner of Property to use a portion
89 of the Property for a special purpose. A restriction is a recorded limitation on the manner in which a Property owner
90 may use his/her/their Property. The Buyer does not have to complete the purchase, however, if any easement,
91 restriction, or facts disclosed by an accurate survey would substantially interfere with the use of the Property for
92 residential purposes. The sale will also be made subject to applicable zoning ordinances.

93 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company
94 licensed to do business in the State of New Jersey, subject only to the claims and rights described in this section and
95 Section 6. Buyer agrees to order title insurance commitment (title search) and survey if necessary and to furnish
96 copies to Seller. In the event Seller's title shall contain any exceptions other than as set forth in this paragraph, Buyer
97 shall notify Seller and Seller shall have 30 days within which to eliminate those exceptions. If Seller cannot remove
98 those exceptions, Buyer shall have the option to void this Contract or to proceed with closing of title without any
99 reduction in the purchase price. If Buyer elects to void this Contract, as provided in the preceding sentence, the
100 deposit money shall be returned to Buyer and Seller shall reimburse Buyer for search and survey expenses not
101 exceeding Actual dollars.

102
103 **8. BUILDING AND ZONING LAWS:**

104 The Buyer intends to use the Property as a single family home. The Seller states, to the best
105 of the Seller's knowledge, that this use does not violate any applicable zoning ordinance, building code or other law.
106 The Seller will pay for and obtain Certificate of Occupancy, Certificate of Land Use Compliance or other similar
107 document required by law and will arrange and pay for all inspections required to obtain such document. **SELLER**
108 **AGREES TO CORRECT ALL VIOLATIONS, AT THE SELLER'S OWN EXPENSE, PRIOR TO THE**
109 **CLOSING OF TITLE.**

110
111 **9. ITEMS INCLUDED IN SALE:**

112 Gas and electric fixtures, cooking ranges and ovens, hot water heaters, linoleum, T.V. antenna, screens, storm sash,
113 shades, blinds, awnings, radiator covers, heating apparatus and sump pump, if any, except where owned by tenants,
114 are included in this sale. All of the appliances shall be in working order as of the closing of title. **This provision shall**
115 **not survive closing of title.** This means that the Seller **DOES NOT GUARANTEE** the condition of the appliances
116 **AFTER** the deed and affidavit of title have been delivered to the Buyer at the "Closing". **The following items are**
117 **also specifically included:**

118
119
120
121
122
123
124 **10. ITEMS EXCLUDED FROM SALE:**

125 see listing

126
127
128
129
130 **11. ASSESSMENTS:**

131 All confirmed assessments and all unconfirmed assessments which may be imposed by the municipality for public
132 improvements which have been completed as of the date of Closing are to be paid in full by the Seller or credited to
133 the Buyer at the Closing. A confirmed assessment is a lien (legal claim) against the Property. An unconfirmed
134 assessment is a potential lien (legal claim) which, when approved by the appropriate governmental body, will become
135 a legal claim against the Property.

136
137 **12. FINAL INSPECTION:**

138 Seller agrees to permit the Buyer or the Buyer's duly authorized representative to examine the interior and
139 exterior of the Property at any reasonable time immediately before Closing.

Buyer's Initials: KO
Seller's Initials: S-A

142 **13. NEW JERSEY HOTEL AND MULTIPLE DWELLING HEALTH AND SAFETY ACT:**
143 If the New Jersey Hotel and Multiple Dwelling Health and Safety Act applies to the Property, the Seller
144 represents that the Property complies with the requirements of the Act.
145

146 **14. NO ASSIGNMENT:**
147 This Agreement shall not be assigned without the written consent of the Seller. This means that the Buyer may
148 not transfer to anyone else his/her/their rights under this Agreement to buy the Property.
149

150 **15. RISK OF LOSS:**
151 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is on the Seller
152 until the Closing.
153

154 **16. ADJUSTMENTS AT CLOSING; RIGHTS TO POSSESSION:**
155 Rents, water charges, sewer charges, real estate taxes, interest on any existing mortgage to be assumed by Buyer,
156 and fuel are to be apportioned as of the date of actual closing of title. The Buyer shall be entitled to possession of the
157 Property and any rents or profits from the Property, immediately upon the delivery of the deed and closing of title.
158 The Seller shall have the privilege of paying off any person with a claim or right affecting the Property from the
159 proceeds of this sale at the time of Closing.
160

161 **17. MAINTENANCE AND CONDITION OF PROPERTY:**
162 The Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary
163 wear and tear. The premises shall be in "broom clean" condition and free of debris on the date of Closing. Seller
164 represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures
165 included within the terms of the Agreement now work and shall be in proper working order at the time of Closing.
166 Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or
167 basement **UNLESS OTHERWISE INDICATED IN THE ADDITIONAL CONTRACTUAL PROVISIONS**
168 **SECTION (Section 36) OF THIS AGREEMENT. ALL REPRESENTATIONS AND/OR STATEMENTS**
169 **MADE BY THE SELLER, IN THIS SECTION, SHALL NOT SURVIVE CLOSING OF TITLE.** This means
170 that the Seller **DOES NOT GUARANTEE** the condition of the premises **AFTER** the deed and affidavit of title have
171 been delivered to the Buyer at the "Closing".
172

173 **18. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)**
174 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home."
175 Moreover, a copy of a document entitled "Disclosure of Information and Acknowledgment Lead-Based Paint and
176 Lead-Based Paint Hazards" has been fully completed and signed by Buyer, Seller and Broker(s) and is appended to
177 this Agreement as Addendum "A" and is part of this Agreement.
178

179 **19. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE:**
180 **(This paragraph is applicable to all dwellings built prior to 1978. The law requires that unless the Buyer**
181 **and Seller agree to a longer or shorter period, Seller must allow Buyer a ten-day (10) period within which to**
182 **complete an inspection and/or risk assessment of the Property. Buyer, however, has the right to waive this**
183 **clause in its entirety.)**

184 This Agreement is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a
185 certified inspector/risk assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection
186 shall be ordered and obtained by the Buyer at the Buyer's expense, within ten (10) calendar days after the termination
187 of the Attorney Review period set forth in Section 25 of this Agreement (the "Completion Date"). If the Inspection
188 indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall
189 be deemed to be null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at
190 the Property, this contingency clause will terminate at the time set forth above unless within (5) days from the
191 Completion Date, the Buyer delivers a copy of the inspection and/or risk assessment report to the Seller and Broker(s)
192 and (a) advises Seller and Broker(s), in writing, that Buyer is voiding this Agreement; or (b) delivers to Seller and
193 Broker(s) a written amendment (the "Amendment") to this Agreement listing the specific existing deficiencies and
194 corrections required by the Buyer. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies;
195 and (b) furnish the Buyer with a certification from a certified inspector/risk assessor that the deficiencies have been
196 corrected, before the date of Closing. The Seller shall have 14 days after receipt of the Amendment to sign and
197 return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or
198 fails to offer a counter-proposal, this Agreement shall be null and void. In the event Seller offers a counter-proposal,
199 Buyer shall have 14 days after receipt of the counter-proposal to accept it. If the Buyer fails to accept the
200 counter-proposal within the time limit provided, this Agreement shall be null and void.
201

202 **20. INSPECTION CONTINGENCY CLAUSE:**
203 **(a) Responsibilities of Home Ownership**
204 The Buyer and Seller acknowledge and agree that because the purchase of a home is one of the most
205 significant investments a person can make in a lifetime, all aspects of this transaction require considerable analysis
206 and investigation by Buyer before closing title to the Property. While the Broker(s) and Salesperson(s) who are
207 involved in this transaction are trained as licensees under the License Law of the State of New Jersey, they readily
208 acknowledge that they have had no special training or experience with respect to the complexities pertaining to the
209 multitude of structural, topographical and environmental components of this Property. For example, and not by way
210 of limitation, the Broker(s) and Salesperson(s) have no special training, knowledge or experience with regard to
211 discovering and/or evaluating physical defects including structural defects, roof, basement, mechanical equipment
212 such as heating, air conditioning, electrical systems, sewage, plumbing, exterior drainage, termite and other types of
213 insect infestation or damage caused by such infestation. Moreover, the Broker(s) and Salesperson(s) similarly have no
214 special training, knowledge or experience with regard to evaluation of possible environmental conditions which might
215 affect the Property pertaining to the dwelling such as the existence of radon gas, formaldehyde gas, airborne asbestos
216 fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.
217

219 (b) Radon Testing, Reports and Mitigation

220 (Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It
221 has been found in homes all over the United States and is a carcinogen. For more information on radon go to
222 <http://www.epa.gov/radon/pubs/citguide.html> and <http://www.nj.gov/dep/rpp/radon> or call the NJ Radon Hot
223 Line at 1-800-648-0394 or 1-609-984-5425)

224 If the Property has been tested for radon prior to the date of this Agreement, Seller agrees to provide to the Buyer,
225 at the time of the execution of this Agreement, a copy of the result of the radon test(s) and evidence of any
226 subsequent radon mitigation or treatment of the Property. In any event, Buyer shall have the right to conduct a radon
227 inspection/test as provided and subject to the conditions set forth in subparagraph (C) below. If any test results
228 furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in the
229 subject dwelling, Buyer shall then have the right to void this Agreement by notifying the Seller in writing within
230 seven (7) calendar days of the receipt of any such report. For the purposes of this Paragraph 20, Seller and Buyer
231 agree that in the event a radon gas concentration level in the subject dwelling is determined to be less than 4
232 picocuries per liter (4.0 pCi/L) without any remediation, such level of radon gas concentration shall be deemed to be
233 an acceptable level ("Acceptable Level") for the purposes of this Agreement. Under those circumstances, the Seller
234 shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully
235 satisfied.

236 If the Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is four
237 picocuries per liter (4.0 pCi/L) or more, Seller shall have a seven (7) calendar day period after receipt of such report
238 to notify Buyer in writing that the Seller agrees to remediate the gas concentration to an Acceptable Level (unless the
239 Buyer has voided this Agreement as provided in the preceding paragraph). Upon such remediation, the contingency in
240 this Agreement which relates to radon shall be deemed fully satisfied. If Seller fails to notify Buyer of Seller's
241 agreement to so remediate, such failure to so notify shall be deemed to be a refusal by Seller to remediate the radon
242 level to an Acceptable Level, and Buyer shall then have the right to void this Agreement by notifying the Seller in
243 writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the seven (7) day
244 period, the Buyer shall have waived his right to cancel this Contract, and this Contract shall remain in full force and
245 effect, and Seller shall be under no obligation to remediate the radon gas concentration. If Seller shall agree to
246 remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed by Seller
247 prior to the closing of title.

248
249 (c) Buyer's Rights To Inspections

250 The Buyer acknowledges that the Property is being sold in an "AS IS" condition and that this Agreement is
251 entered into based upon the knowledge of the Buyer as to the value of the land and whatever buildings are upon the
252 Property, and not on any representation made by the Seller, the named Broker(s) or their agents as to character or
253 quality. Therefore, the Buyer, at the Buyer's sole cost and expense, is granted the right to have the dwelling and all
254 other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in paragraph
255 (f) below) for the purpose of determining the existence of any physical defects or environmental conditions such as
256 outlined above. If Buyer chooses to make the inspections referred to in this paragraph, such inspections must be
257 completed, and written reports must be furnished to the Seller listed in Section 1 and Broker(s) listed in Section 27 of
258 this Agreement within 14 calendar days after the end of the Attorney Review Period set forth in Section 25 of this
259 Agreement. If Buyer shall fail to furnish such written reports to the Seller and Broker(s) within the time period
260 specified in this paragraph, this contingency clause shall be deemed waived by Buyer, and the Property shall be
261 deemed acceptable by Buyer. The time period for furnishing the inspection reports is referred to as the "Inspection
262 Time Period."

263
264 (d) Responsibilities to Cure

265 If any physical defects, or environmental conditions (other than radon) are reported by the qualified inspectors
266 to the Seller within the Inspection Time Period, the Seller shall then have seven (7) calendar days after the receipt of
267 such reports to notify the Buyer in writing that the Seller shall correct or cure any of the defects set forth in such
268 reports. If Seller shall fail to notify Buyer of Seller's agreement to so cure and correct, such failure to so notify shall
269 be deemed to be a refusal by Seller to cure or correct such defects. If Seller shall fail to agree to cure or correct such
270 defects within said seven (7) day period, or if any part of the dwelling is found to be located within a flood hazard
271 area, or if the environmental condition at the Property (other than radon) is incurable and is of such significance as to
272 unreasonably endanger the health of the Buyer, the Buyer shall then have the right to void this Contract by notifying
273 the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the
274 seven (7) day period, the Buyer shall have waived his right to cancel this Contract and this Contract shall remain in
275 full force, and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If
276 Seller shall agree to correct or cure such defects, all such repair work shall be completed by Seller prior to the closing
277 of title. Radon at the Property shall be governed by the provisions of Paragraph (b), above.

278
279 (e) Flood Hazard Area (delete if not applicable)

280 Buyer acknowledges that the Property is within a flood hazard area, and Buyer waives Buyer's right to void this
281 Agreement for such reason.

282
283 (f) Qualifications of Inspectors

284 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses
285 that are licensed or certified by the State of New Jersey for such purpose.

286
287 21. NOTICES:

288 All notices as required in this Contract must be in writing. All notices shall be by certified mail, by telegram,
289 telefax or by delivering it personally. The telegram, certified letter or telefax will be effective upon sending. The
290 personal delivery will be effective upon delivery to the other party. Notices to the Seller shall be addressed to the
291 address that appears on line eleven (11) of this Contract. Notice to the Buyer shall be addressed to the address that
292 appears on line five (5) of this Contract.

Buyer's
Initials: LO

Seller's
Initials: JA

296 22. MEGAN'S LAW STATEMENT:
297 UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW
298 TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN
299 THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO
300 NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO
301 OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE
302 CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.
303

304 23. NOTICE ON OFF-SITE CONDITIONS: (Applicable to all resale transactions)
305 PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE
306 ACT, P.L. 1995, C. 253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF
307 OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN
308 THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND
309 ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS
310 PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY
311 AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR
312 THE BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST
313 MAINTAINED BY THE NEIGHBORING MUNICIPALITY.
314

315 24. BULK SALES:
316 The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential
317 property. Under the Law, the Buyer may be liable for taxes owed by the Seller if the Law applies and the Buyer does
318 not deliver to the Director of the New Jersey Division of Taxation (the "Division") a copy of this Contract and a
319 notice on a form required by the Division (the "Tax Form") at least 10 business days prior to the Closing. If the
320 Buyer decides to deliver the Tax Form to the Division, the Seller shall cooperate with the Buyer by promptly
321 providing the Buyer with any information that the Buyer needs to complete and deliver the Tax Form in a timely
322 manner. The Buyer promptly shall deliver to the Seller a copy of any notice that the Buyer receives from the Division
323 in response to the Tax Form.
324

325 The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property,
326 if the Seller is an individual, estate or trust. A simple dwelling house is a one or two family residential building, or a
327 cooperative or condominium unit used as a residential dwelling, none of which has any commercial property. A
328 seasonal rental property is a time share, or a dwelling unit that is rented for residential purposes for a term of not more
329 than 125 consecutive days, by an owner that has a permanent residence elsewhere.
330

331 If, prior to the Closing, the Division notifies the Buyer to withhold an amount (the "Tax Amount") from the
332 purchase price proceeds for possible unpaid tax liabilities of the Seller, the Buyer's attorney or the Buyer's title
333 insurance company (the "Escrow Agent") shall withhold the Tax Amount from the closing proceeds and place that
334 amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of available closing proceeds, the
335 Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the Division
336 directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the
337 Escrow Agent or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining
338 balance thereof, to the Seller (or as otherwise directed by the Division) upon receipt of written notice from the
339 Division that it can be released, and that no liability will be asserted under the Law against the Buyer.
340

341 25. ATTORNEY REVIEW CLAUSE:

342 (1) Study by Attorney
343 The Buyer or the Seller may choose to have an attorney study this Contract. If an attorney is consulted, the
344 attorney must complete his or her review of the Contract within a three-day period. This Contract will be legally
345 binding at the end of this three-day period unless an attorney for the Buyer or the Seller reviews and disapproves of
346 the Contract.
347

348 (2) Counting the Time
349 You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not
350 count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day
351 period for attorney review.
352

353 (3) Notice of Disapproval
354 If an attorney for the Buyer or the Seller reviews and disapproves of this Contract, the attorney must notify the
355 REALTOR®(S) and the other party named in this Contract within the three-day period. Otherwise this Contract will
356 be legally binding as written. The attorney must send the notice of disapproval to the REALTOR®(S) by certified
357 mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The
358 personal delivery will be effective upon delivery to the REALTOR®(S) Office. The attorney may also, but need not,
359 inform the REALTOR® (S) of any suggested revision(s) in the Contract that would make it satisfactory.
360

361 26. ENTIRE AGREEMENT; PARTIES LIABLE:
362 This Agreement contains the entire agreement of the parties. No representations have been made by any of the
363 parties, the Broker(s) or his/her/their agents except as set forth in this Agreement. This Agreement is binding upon all
364 parties who sign it and all who succeed to their rights and responsibilities.
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373 27. **BROKER'S COMMISSION:**

374 The commission, in accord with the previously executed listing agreement, shall be due and payable at the time of
375 actual closing of title and payment by Buyer of the purchase consideration for the Property. The Seller hereby
376 authorizes and instructs the Buyer's attorney, or the Buyer's title insurance company or whomever is the disbursing
377 agent to pay the full commission as set forth below to the below mentioned Broker/Brokers out of the proceeds of sale
378 prior to the payment of any such funds to the Seller. Buyer consents to the disbursing agent making the said
379 disbursements.

380
381
382 Gran Realty COMMISSION IN ACCORD WITH PREVIOUSLY EXECUTED
LISTING AGREEMENT, LESS PARTICIPATING BROKER'S
COMMISSION (IF ANY)

383 Listing Broker
384 1800 Highway 34, Wall NJ 07719
385 Address and Telephone #

386 Nipsy Granville 3%
387 Participating Broker Commission

388 Gran Realty Natasha Rodriguez
389 Address and Telephone #

391 28. **FAILURE OF BUYER OR SELLER TO SETTLE:**

392 In the event the Seller willfully fails to close title to the Property in accordance with this Contract, the Buyer may
393 commence any legal or equitable action to which the Buyer may be entitled. In the event the Buyer fails to close title
394 in accordance with this Contract, the Seller then may commence an action for damages it has suffered, and, in such
395 case, the deposit monies paid on account of the purchase price shall be applied against such damages. In the event the
396 Seller breaches this Contract, Seller will, nevertheless, be liable to the Broker for commissions in the amount set forth
397 in this Contract.

399 29. **CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**

400 By signing below the sellers and purchasers acknowledge they received the Consumer Information Statement on
401 New Jersey Real Estate Relationships from the brokerage firms involved in this transaction prior to the first showing
402 of the property.

404 30. **DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):**

405 (a) Gran Realty, (name of firm) AND
406
407 Natasha Rodriguez (name(s) of licensee(s)), AS ITS AUTHORIZED
408 REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one) SELLER'S
409 AGENT'S BUYER'S AGENTS DISCLOSED DUAL AGENTS TRANSACTION BROKERS

410 (b) INFORMATION SUPPLIED BY Gran Realty (Nipsy Granville) (name of
411 other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)
412 SELLER'S AGENT BUYER'S AGENT DISCLOSED DUAL AGENT TRANSACTION
413 BROKER
414
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416

417 31. **NEW CONSTRUCTION RIDER:**

418 If the property being sold consists of a lot and a detached single family home (the "House") to be constructed
419 upon the lot by the Seller, the "Rider To Contract of Sale of Real Estate - New Construction" has been signed by
420 Buyer and Seller and is appended to and made a part of this Agreement.

421 32. **NOTICE TO SELLER:**

422 (a) **Private Well Testing**

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

426 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
427 this Contract is for the sale of real property whose potable water supply is provided from a private well and the
428 analytical results of prior water tests no longer are valid, a test on the water supply must be performed by a laboratory
429 certified by NJDEP. Seller agrees to procure the test, at Seller's sole cost and expense and to provide a copy of the test
430 results to Buyer within seven (7) calendar days after receiving the report(s). Seller shall order the new test or, if
431 applicable, provide Buyer with the valid prior water test within seven (7) calendar days after the end of the Attorney
432 Review Period set forth in Section 25 of this Agreement. The test shall cover the parameters set forth in the Act and
433 regulations. As required in the Act, prior to closing of title, Seller and Buyer shall each certify in writing that they
434 have received and read a copy of the water test results.

435 If any of the water tests do not meet applicable standards at the time Seller provides the water test results to the
436 Buyer, Seller shall notify Buyer, in writing, that Seller agrees to cure or correct said conditions in the water test
437 results. If Seller shall fail to notify Buyer of Seller's agreement to cure or correct, such failure to so notify shall be
438 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
439 set forth in the water test results within seven (7) calendar days or if the condition is incurable and is of such
440 significance as to unreasonably endanger the health of the Buyer, the Buyer shall then have the right to void this
441 Contract by notifying the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this
442 Contract within the seven (7) day period, the Buyer shall have waived his right to cancel this Contract and this
443 Contract shall remain in full force, and the Seller shall be under no obligation to correct or cure any of the conditions
444 set forth in the water test results. If Seller shall agree to correct or cure such conditions, all such remediation shall be
445 completed by Seller prior to the closing of title.

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449 Buyer's Initials: KO Seller's Initials: SA

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(b) 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.

33. MEGAN'S LAW REGISTRY:

Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.njsp.org.

34. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER COMPLIANCE:

The Certificate of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance (CSDCMAPFEC) as required by law, shall be the responsibility of the Seller.

35. NOTICE TO BUYERS CONCERNING INSURANCE:

Buyers should obtain appropriate casualty and liability insurance for the Property. Your mortgage lender will require that such insurance be in place at time of closing. Occasionally there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an insurance policy. You are therefore urged to contact a licensed insurance agent or broker to assist you in satisfying your insurance requirements.

36. ADDITIONAL CONTRACTUAL PROVISIONS (if any):

Buyer is requesting 6% seller's assist for closing costs.

Buyer's Initials: KO

Seller's Initials: JA

526 36. ADDITIONAL CONTRACTUAL PROVISIONS (concluded):

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572 37. INDEX

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587 IN THE PRESENCE OF:

588
589
590 Natasha Brown 4/23/12 Keturia (L.S.)
591 _____ Date BUYER
592 _____
593 _____ (L.S.)
594 _____ Date BUYER
595 _____
596 GA Jesus Avuloi (L.S.)
597 _____ Date SELLER
598 _____
599 _____ (L.S.)
600 _____ Date SELLER
601 _____

Buyer's Initials: _____

Seller's Initials: SA

KATRINA K. OSBORN

307 MARBLE STREET
LAKEHURST, NJ 08733

133

Beauty
of the BEAST

Pay to the Order of GRAN REALTY TRUST ACCT \$ 500.00

Five hundred and 00/100 Dollars

LAKEHURST NAVAL
FEDERAL CREDIT UNION
BDDG 90, N.A.W.C. 6
LAKEHURST, NJ 08733-5020

Katrina K. Osborn

⑆ 231277945⑆ 9980025267105⑆ 0131