

RECEIVED

OCT 16 2012

SUPERIOR COURT
CLERK'S OFFICE

Superior Court Clerk's Office
Foreclosure Processing Services
Attention. Objection to Notice Of Intention to Foreclose
P.O Box 971
Trenton, NJ 08625

Judge McVeigh, J.S.C.
Superior Court Of New Jersey,
Chambers 100,
71 Hamilton Street
Patterson, NJ 07505

Docket No. F-009564-12

To whom it may concern

I am writing this objection to Docket No: F-009564-12 to request an extension of 60 days in regards to our notification of the intent to foreclose on our Sea Isle property, 131 E. 39th Street. This is for several reasons.

- I am not an attorney and don't completely understand this process I would like an opportunity to acquire counsel in this matter This would give me an opportunity to understand and protect my interests.
- The process to obtain information from Wells Fargo has been extremely difficult. They do not even have the 11/1/2012 date in their system and in fact, gave me incorrect information in regards to the representing attorney
- Lastly, I have an offer to purchase the property and this has slowed my response to this matter. We were waiting on the paperwork from our realtor in regards to the official offer contract so that we could pursue a short sale on the property

So in conclusion, I am asking this court to grant me a 60 day extension for these reasons Your consideration in this matter would be greatly appreciated.

Thank you in advance for your time.

Regards,

Steven Coltre

**NEW JERSEY ASSOCIATION OF REALTORS®
ADDENDUM REGARDING POSSIBLE SHORT SALES**

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SELLER: Steven and Julie Coltre

BUYER: James and Janice Schluftz

PROPERTY ADDRESS: 131 -39th East Unit, Sea Isle City, NJ 08243

This Addendum (this "Addendum") is attached to and made a part of the New Jersey Association of REALTORS® Standard Form of Real Estate Contract, "NJAR®" Form 118, (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 7 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.

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.

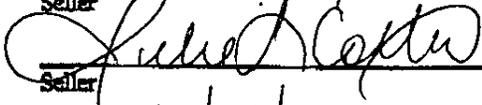
4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

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.

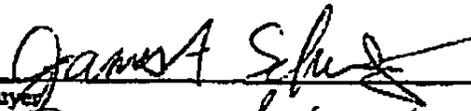
7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

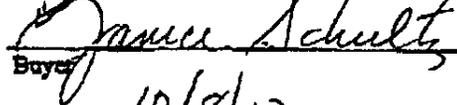


 Seller


 Seller
 10/15/2012

 Date



 Buyer


 Buyer
 10/8/12

 Date

Selling Broker

Date

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 THE 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 Nov 7, 2012, 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 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 3(C) 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 19 and 20 of the Contract of Sale and for obtaining private well test results, if applicable, as set forth in paragraph 5 of the Contract of Sale shall commence on the date that Buyer receives notice that all Consents have been obtained.

IN THE PRESENCE OF:

_____	10-8-12	<i>James A. Schuch</i>	(L.S.)
	Date	BUYER	
_____	10-8-12	<i>Janice Schuch</i>	(L.S.)
	Date	BUYER	
_____	10-15-12	<i>Dever Afton</i>	(L.S.)
	Date	SELLER	
_____	10-15-12	<i>Julius Hottel</i>	(L.S.)
	Date	SELLER	



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 WHEN 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:

James and Janice Schultz

Buyer,

whose address is 1358 Oldmans Creek Rd

Swedesboro, NJ 08085-3107

AGREES TO PURCHASE FROM

Steven and Julie Coltre

Seller,

whose address is 131 -39th Street, West Unit, Sea Isle City, NJ 08243

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

Property Address: 131 -39th Street, East Unit, Sea Isle City, NJ 08243

Shown on the municipal tax map of Sea Isle City County Cape May

As Lot 3 Block 38 Approximate size of lot

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

2. PURCHASE PRICE: THE TOTAL PURCHASE PRICE IS:

\$ 460,000.00

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:

\$ 1,000.00

(B) Additional deposit to be paid by Buyer on or before 10/30/2012 (date):

\$ 19,000.00

All initial and additional deposit monies paid by the Buyer shall be held in escrow in the NON-INTEREST BEARING TRUST ACCOUNT of Title Company of Jersey 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 \$ 360,000.00 and

will be what is commonly known as the (F.H.A.) (V.A.) (Conventional) (A.R.M.)

Buyer's Initials: JPS

Seller's Initials:

48 30 year direct reduction plan with interest at not more than 4 % and not more than
 49 0 Points. Buyer agrees to pay not more than 0 Points. Seller agrees
 50 to pay not more than 0 Points. IF THE MORTGAGE LOAN HAS NOT BEEN
 51 ARRANGED, OR IF THE BUYER HAS NOT NOTIFIED SELLER OF BUYER'S DECISION TO
 52 COMPLETE THE TRANSACTION WITHOUT OBTAINING A MORTGAGE COMMITMENT,
 53 ON OR BEFORE Nov 7, 2012 (DATE) THEN EITHER BUYER OR
 54 SELLER MAY VOID THIS AGREEMENT BY WRITTEN NOTICE TO THE OTHER PARTY. The
 55 method of notifying the other party shall be in accordance with Section 21 of the Agreement.

\$ 360,000.00

57 (D) BALANCE OF PURCHASE PRICE. The balance of the purchase price shall be paid by cash,
 58 certified check or Attorney's Trust Account check on delivery of a Bargain and Sale
 59 (Type of Deed). Title to the Property will be free from all claims or rights of others, except as described
 60 in Sections 6, 7 and 8 of this Agreement. The deed shall contain the full legal description of the Property.
 61 Payment of the balance of the purchase price by Buyer and delivery of the deed and affidavit of title by Seller
 62 occur at the "Closing." The Closing will take place on or before Dec 15, 2012, at
 63 the office of Grace Curran & Family Real Estate or such other place as the Seller and the Buyer
 64 may agree.

\$ 80,000.00

66 TOTAL PURCHASE PRICE:

\$460,000.00

68 4. BUYER FINANCIALLY ABLE TO CLOSE:

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

72 5. ACCURATE DISCLOSURE OF SELLING PRICE:

73 The Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated on line sixty-six (66) of this Contract.
74 The Buyer and Seller UNDERSTAND AND AGREE that THIS INFORMATION SHALL BE DISCLOSED to the Internal Revenue
75 Service as required by law.

77 6. TENANTS, IF ANY:

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

80 NAME	81 LOCATION	82 RENT	83 SECURITY DEPOSIT	84 TERM
81 None				
82 None				
83 None				
84 None				

85 7. QUALITY OF TITLE:

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

91 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business in
92 the State of New Jersey, subject only to the claims and rights described in this section and Section 6. Buyer agrees to order title insurance
93 commitment (title search) and survey if necessary and to furnish copies to Seller. In the event Seller's title shall contain any exceptions
94 other than as set forth in this paragraph, Buyer shall notify Seller and Seller shall have 30 days within which to eliminate those exceptions.
95 If Seller cannot remove those exceptions, Buyer shall have the option to void this Contract or to proceed with closing of title without
96 any reduction in the purchase price. If Buyer elects to void this Contract, as provided in the preceding sentence, the deposit money shall
97 be returned to Buyer and Seller shall reimburse Buyer for search and survey expenses not exceeding 1000.00
98 dollars.

100 8. BUILDING AND ZONING LAWS:

101 The Buyer intends to use the Property as a Single family home. The Seller states, to the best of the
102 Seller's knowledge, that this use does not violate any applicable zoning ordinance, building code or other law. The Seller will pay for and
103 obtain Certificate of Occupancy, Certificate of Land Use Compliance or other similar document required by law and will arrange and pay
104 for all inspections required to obtain such document. SELLER AGREES TO CORRECT ALL VIOLATIONS, AT THE SELLER'S

Buyer's Initials: MS

Seller's Initials: _____

105 OWN EXPENSE, PRIOR TO THE CLOSING OF TITLE.

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9. ITEMS INCLUDED IN SALE:

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

10. ITEMS EXCLUDED FROM SALE:

Personal items

11. ASSESSMENTS:

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

12. FINAL INSPECTION:

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

13. NEW JERSEY HOTEL AND MULTIPLE DWELLING HEALTH AND SAFETY ACT:

If the New Jersey Hotel and Multiple Dwelling Health and Safety Act applies to the Property, the Seller represents that the Property complies with the requirements of the Act.

14. NO ASSIGNMENT:

This Agreement shall not be assigned without the written consent of the Seller. This means that the Buyer may not transfer to anyone else his/her/their rights under this Agreement to buy the Property.

15. RISK OF LOSS:

The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is on the Seller until the Closing.

16. ADJUSTMENTS AT CLOSING; RIGHTS TO POSSESSION:

Rents, water charges, sewer charges, real estate taxes, interest on any existing mortgage to be assumed by Buyer, and fuel are to be apportioned as of the date of actual closing of title. The Buyer shall be entitled to possession of the Property and any rents or profits from the Property, immediately upon the delivery of the deed and closing of title. The Seller shall have the privilege of paying off any person with a claim or right affecting the Property from the proceeds of this sale at the time of Closing.

17. MAINTENANCE AND CONDITION OF PROPERTY:

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

18. LEAD-BASED PAINT DOCUMENT ACKNOWLEDGMENT: (Applies to dwellings built before 1978)

Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of a document entitled "Disclosure of Information and Acknowledgment Lead-Based Paint and Lead-Based Paint Hazards" has been fully completed and signed by Buyer, Seller and Broker(s) and is appended to this Agreement as Addendum "A" and is part of this Agreement.

Buyer's Initials: MS Seller's Initials: _____

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19. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD CONTINGENCY CLAUSE:

(This paragraph is applicable to all dwellings built prior to 1978. The law requires that unless the Buyer and Seller agree to a longer or shorter period, Seller must allow Buyer a ten-day (10) period within which to complete an inspection and/or risk assessment of the Property. Buyer, however, has the right to waive this clause in its entirety.)

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

20. INSPECTION CONTINGENCY CLAUSE:

(a) Responsibilities of Home Ownership

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

(b) 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/radon/pubs/citizens.html and www.nj.gov/dep/rpp/radon 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 this 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 as provided and subject to the conditions set forth in subparagraph (C) below. If any test results furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in the subject dwelling, Buyer shall then have the right to void this Agreement by notifying the Seller in writing within seven (7) calendar days of the receipt of any such report. For the purposes of this Paragraph 20, Seller and Buyer agree that in the event a radon gas concentration level in the subject dwelling is determined to be less than 4 picocuries 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 four picocuries 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 (unless the Buyer has voided this Agreement as provided in the preceding paragraph). 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 so 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

Buyer's Initials: Seller's Initials:

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.

(c) Buyer's Rights to Inspections

The Buyer acknowledges that the Property is being sold in an "AS IS" condition and that this Agreement is entered into based upon the knowledge of the Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made by the Seller, the named Broker(s) or their agents as to character or quality. Therefore, the Buyer, at the Buyer's sole cost and expense, is granted the right to have the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in paragraph (f) below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. If Buyer chooses to make the inspections referred to in this paragraph, such inspections must be completed, and written reports must be furnished to the Seller listed in Section 1 and Broker(s) listed in Section 27 of this Agreement within 10 calendar days after the end of the Attorney Review Period set forth in Section 25 of this Agreement. If Buyer shall fail to furnish such written reports to the Seller and Broker(s) within the time period specified in this paragraph, this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for furnishing the inspection reports is referred to as the "Inspection Time Period."

(d) Responsibilities to Cure

If any physical defects, or environmental conditions (other than radon) are reported by the qualified inspectors to the Seller within the Inspection Time Period, the Seller shall then have seven (7) calendar days after the receipt of such reports to notify the Buyer in writing that the Seller shall correct or cure any of the defects set forth in such reports. If Seller shall fail to notify Buyer of Seller's agreement to so cure and correct, such failure to so notify shall 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 defects within said seven (7) day period, or if any part of the dwelling is found to be located within a flood hazard area, or if the environmental condition at the Property (other than radon) is incurable and 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 Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller shall agree to correct or cure such defects, all such repair work shall be completed by Seller prior to the closing of title. Radon at the Property shall be governed by the provisions of Paragraph (b), above.

(e) Flood Hazard Area (check if not applicable)

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

(f) Qualifications of Inspectors

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

21. NOTICES:

All notices as required in this Contract must be in writing. All notices shall be by certified mail, by telegram, telefax or by delivering it personally. The telegram, certified letter or telefax will be effective upon sending. The personal delivery will be effective upon delivery to the other party. Notices to the Seller shall be addressed to the address that appears on line thirteen (13) of this Contract. Notice to the Buyer shall be addressed to the address that appears on line five (5) of this Contract.

22. MEGAN'S LAW STATEMENT:

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

23. NOTICE ON OFF-SITE CONDITIONS: (Applicable to all resale transactions)

PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L. 1995, C. 253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE

277 **BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE**
278 **NEIGHBORING MUNICIPALITY.**

280 **24. BULK SALES:**

281 The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law,
282 the Buyer may be liable for taxes owed by the Seller if the Law applies and the Buyer does not deliver to the Director of the New Jersey
283 Division of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least 10
284 business days prior to the Closing. If the Buyer decides to deliver the Tax Form to the Division, the Seller shall cooperate with the Buyer
285 by promptly providing the Buyer with any information that the Buyer needs to complete and deliver the Tax Form in a timely manner.
286 The Buyer promptly shall deliver to the Seller a copy of any notice that the Buyer receives from the Division in response to the Tax Form.
287

288 The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if the Seller is an
289 individual, estate or trust. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit used
290 as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time share, or a dwelling unit that
291 is rented for residential purposes for a term of not more than 125 consecutive days, by an owner that has a permanent residence elsewhere.
292

293 If, prior to the Closing, the Division notifies the Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for
294 possible unpaid tax liabilities of the Seller, the Buyer's attorney or the Buyer's title insurance company (the "Escrow Agent") shall withhold the
295 Tax Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of available
296 closing proceeds, the Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the Division directs
297 the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent or Buyer shall do so. The
298 Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to the Seller (or as otherwise directed by the Division)
299 upon receipt of written notice from the Division that it can be released, and that no liability will be asserted under the Law against the Buyer.
300

301 **25. ATTORNEY REVIEW CLAUSE:**

302 **(1) Study by Attorney**

303 The Buyer or the Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his
304 or her review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless
305 an attorney for the Buyer or the Seller reviews and disapproves of the Contract.
306

307 **(2) Counting the Time**

308 You count the three days from the date of delivery of the signed Contract to the Buyer and Seller. You do not count Saturdays,
309 Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.
310

311 **(3) Notice of Disapproval**

312 If an attorney for the Buyer or the Seller reviews and disapproves of this Contract, the attorney must notify the REALTOR®(S)
313 and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The
314 attorney must send the notice of disapproval to the REALTOR®(S) by certified mail, by telegram, or by delivering it personally. The
315 telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the REALTOR®(S)
316 office. The attorney may also, but need not, inform the REALTOR®(S) of any suggested revision(s) in the Contract that would make it
317 satisfactory.
318

319 **26. ENTIRE AGREEMENT; PARTIES LIABLE:**

320 This Agreement contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s)
321 or his/her/their agents except as set forth in this Agreement. This Agreement is binding upon all parties who sign it and all who succeed
322 in their rights and responsibilities.
323

324 **27. BROKER'S COMMISSION:**

325 The commission, in accord with the previously executed listing agreement, shall be due and payable at the time of actual closing
326 of title and payment by Buyer of the purchase consideration for the Property. The Seller hereby authorizes and instructs the Buyer's
327 attorney, or the Buyer's title insurance company or whomever is the disbursing agent to pay the full commission as set forth below to the
328 below mentioned Broker/Brokers out of the proceeds of sale prior to the payment of any such funds to the Seller. Buyer consents to the
329 disbursing agent making the said disbursements.
330

331	Seawinds of Sea Isle	2.5%
332	Listing Broker	COMMISSION IN ACCORD WITH PREVIOUSLY EXECUTED LISTING AGREEMENT, LESS PARTICIPATING BROKER'S COMMISSION (IF ANY)
333	26- 38th Street, Sea Isle City, NJ 08243	609-263-2390
334	Address and Telephone #	

Buyer's Initials: JS Seller's Initials: _____

335 Grace Curran & Family Real Estate 2.5%
 336 Participating Broker Commission
 337 106 West Avenue, Sea Isle City, NJ 08243 609-263-7371
 338 Address and Telephone #

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

341 In the event the Seller willfully fails to close title to the Property in accordance with this Contract, the Buyer may commence any legal
 342 or equitable action to which the Buyer may be entitled. In the event the Buyer fails to close title in accordance with this Contract, the
 343 Seller then may commence an action for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase
 344 price shall be applied against such damages. In the event the Seller breaches this Contract, Seller will, nevertheless, be liable to the Broker
 345 for commissions in the amount set forth in this Contract.
 346

347 **29. CONSUMER INFORMATION STATEMENT ACKNOWLEDGEMENT:**

348 By signing below the sellers and purchasers acknowledge they received the Consumer Information Statement on New Jersey Real
 349 Estate Relationships from the brokerage firms involved in this transaction prior to the first showing of the property.
 350

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

352 (a) Grace Curran & Family Real Estate, (name of firm) AND
 353 Diane Borden (name(s) of licensee(s)), AS ITS AUTHORIZED
 354 REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one)
 355 SELLER'S AGENTS BUYER'S AGENTS DISCLOSED DUAL AGENTS TRANSACTION BROKERS.
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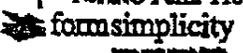
357 (b) INFORMATION SUPPLIED BY Seawinds of Sea Isle (name of other firm) HAS
 358 INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)
 359 SELLER'S AGENTS BUYER'S AGENTS DISCLOSED DUAL AGENTS TRANSACTION BROKERS.
 360

361 **31. NEW CONSTRUCTION RIDER:**

362 If the property being sold consists of a lot and a detached single family home (the "House") to be constructed upon the lot by the Seller,
 363 the "Rider To Contract of Sale of Real Estate - New Construction" has been signed by Buyer and Seller and is appended to and made a
 364 part of this Agreement.
 365

366 **32. NOTICE TO SELLER**

367 (a) Private Well Testing
 368 (This section is applicable if the property's potable water supply is provided by a private well located on the property (or
 369 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
 370 individuals daily at least 60 days a year).
 371 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
 372 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
 373 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
 374 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
 375 shall order the new test or, if applicable, provide Buyer with the valid prior water test within seven (7) calendar days after the end of the
 376 Attorney Review Period set forth in Section 25 of this Agreement. The test shall cover the parameters set forth in the Act and regulations.
 377 As required in the Act, prior to closing of title, Seller and Buyer shall each certify in writing that they have received and read a copy of
 378 the water test results.
 379 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
 380 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
 381 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
 382 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
 383 incurable and is of such significance as to unreasonably endanger the health of the Buyer, the Buyer shall then have the right to void this
 384 Contract by notifying the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the
 385 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
 386 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
 387 or cure such conditions, all such remediation shall be completed by Seller prior to the closing of title.
 388 (b) Point-of-Entry Treatment (POET) Systems
 389
 390



Buyer's Initials: JS Seller's Initials: _____

391 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
392 Spill Fund must notify the Department of Environmental Protection within 30 days of executing a binding contract that the property is
393 to be sold.
394

395 **33. MEGAN'S LAW REGISTRY:**

396 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.nisp.org.
397

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

399 The Certificates of smoke detectors, carbon monoxide alarm and portable fire extinguisher compliance (CSDCMAPPEC) as required by
400 law, shall be the responsibility of the Seller.
401

402 **35. NOTICE TO BUYERS CONCERNING INSURANCE:**

403 Buyers should obtain appropriate casualty and liability insurance for the Property. Your mortgage lender will require that such
404 insurance be in place at time of closing. Occasionally there are issues and delays in obtaining insurance. Be advised that a "binder" is
405 only a temporary commitment to provide insurance coverage and is not an insurance policy. You are therefore urged to contact a licensed
406 insurance agent or broker to assist you in satisfying your insurance requirements.
407

408 **36. ADDITIONAL CONTRACTUAL PROVISIONS (IF ANY):**

409 Terms and conditions as delineated on the attached Short Sale Addendum.
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37. INDEX:

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| 2. PURCHASE PRICE | 15. RISK OF LOSS | 29. CONSIDERATION/JUDICIAL STATEMENT |
| 3. MANNER OF PAYMENT | 16. ADJUSTMENTS AT CLOSING; RIGHTS TO POSSESSION | ACKNOWLEDGE |
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| 9. ITEMS INCLUDED IN SALE | 22. MEGAN'S LAW STATEMENT | AND PORTABLE FIRE EXTINGUISHER |
| 10. ITEMS EXCLUDED FROM SALE | 23. OFF-SITE CONDITIONS | 35. NOTICE TO BUYERS CONCERNING INSURANCE |
| 11. ASSESSMENTS | 24. BILL SALE | 36. ADDITIONAL CONTRACTUAL PROVISIONS |
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| 13. NO HOTEL AND MULTIPLE DWELLING HEALTH & SAFETY ACT | 26. ENTIRE AGREEMENT; PARTIES LIABLE | 37. INDEX |
| | 27. BROKER'S COMMISSION | |

IN THE PRESENCE OF:

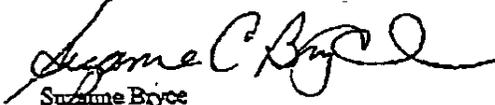
<u>James A. Schuck</u>	<u>9-10-8-12</u>	_____	(I.S.)
	Date	BUYER	
<u>James Schuck</u>	<u>10-8-12</u>	_____	(I.S.)
	Date	BUYER	
_____	_____	_____	(I.S.)
	Date	SELLER	
_____	_____	_____	(I.S.)
	Date	SELLER	

Buyer's Initials: _____ Seller's Initials: _____

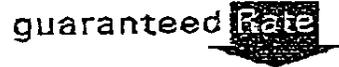
This Pre-Approval will remain in effect for ninety (90) days from the date of this letter. Please contact me if an extension is needed. Please be aware that the Lender who actually supplies the funds for this loan, whether Guaranteed Rate or a third party lender (together referred to as "Lender"), reserves the right to revoke this Pre-Approval at any time if the Lender becomes aware of a change in your financial condition which the Lender believes would impair your ability to repay this obligation and/or if the Lender discovers that any information contained in your application is untrue, incomplete or incorrect.

We sincerely appreciate the opportunity to serve your mortgage needs. Should you have any questions about this Pre-approval Letter or anything else I can help you with, please do not hesitate to contact me at or at Suzanne.Bryce@guaranteedrate.com.

Sincerely,



Suzanne Bryce
Vice President of Mortgage Lending
State License #NJ - 0402383 - Licensed
NMLS#:91143
cc:



Date: October 9, 2012

James A Shultz
Janice Shultz
1358 Oldmans Creek Rd
Woolwich Township, NJ 08085

Dear James A Shultz Janice Shultz,

Re: PreApproval Letter

Congratulations! We are pleased to inform you that you have been Pre-approved for a residential real estate loan based on the information you have provided thus far, your credit report, the results from our automated underwriting system and on the following proposed mortgage program:

Loan type	Conventional	Interest rate	2.750%
Loan amount	\$359,250.00	Origination	%
2nd loan amount	\$	fees/discount points	%
Purchase Price	\$479,000.00		
combined LTV	75.000		
Loan term	180 months	life Cap	
Index		Margin	

The Pre-Approval Conditions listed below have been prepared specifically for you based upon your particular situation. They contain the basic information we must verify and conditions which must be satisfied prior to a Final Loan Commitment, which has not yet been issued. Additional conditions may be specified later as we move through the process. By working on these items now, we can speed up the loan approval process and get you ready to close soon after you have your new property under contract.

PreApproval Conditions:

- Satisfactory appraisal of the subject property.
- Fully executed sales contract on the subject property.

-//