

PROPERTY INFORMATION PACKAGE

836 Berkeley Ave, Trenton, NJ 08618



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TERMS AND CONDITIONS OF THE AUCTION

Registration: At property previews by appointment only, and day of auction, June 4th starting at 8 AM.

Date and Place of Auction: June 4th 2016 at 10:00 AM, **836 Berkeley Ave, Trenton, NJ 08618.**

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

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

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

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

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

HOW TO BUY

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

ATTEND THE AUCTION AND BID YOUR PRICE!

BIDDER REGISTRATION

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

PLEASE PRINT INFORMATION – FAX or eMail back...

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

EMAIL: _____ PHONE: _____

Bidder's Acknowledgement

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

Signature: _____ Witness: _____ Date: _____

PROPERTY SPECIFICATIONS

836 Berkeley Ave, Trenton NJ 08618



This is a Single-Family Home located at 836 Berkeley Avenue, Trenton, NJ. 836 Berkeley Ave has approximately 2,521 square feet.

Berkeley Square section of Trenton.

- 2 story, historic home on 6250 sq/ft lot
- 2521 sq/ft
- 6 bedrooms, 3 baths
- Finished attic, basement
- Large dining room and living room

PROPERTY SPECIFICATIONS – TAX BILL

New Search		31802		836 BERKELEY AVE		Owner: MATTEI, ALVAR J		Square Ft: 2521	
Block:	4	District:	1111 TRENTON	Street:	6 WASHINGTON AVE	City State:	TITUSVILLE NJ 08560	Year Built:	1920
Lot:		Class:	2	Acct Num:	24958000	Additional Information			
Qual:		Mtg Acct:		Bank Code:	0	Land Desc:	50X125	EPL Code:	0 0 0
Prior Block:	382	Updated:	02/18/16	Tax Codes:		Bldg Desc:	F2S	Statute:	
Prior Lot:	84	Zone:	HIST	Map Page:		Class4Cd:	0	Initial:	000000
						Acresage:	0.1435	Desc:	Further: 000000
								Taxes:	5899.26 / 0.00
Sale Date:	12/04/15	Book:	6236	Page:	1970	Price:		NU#:	10
Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee		
TAX-LIST-HISTORY									
Year	Owner Information	Land/Imp/Tot	Exemption	Assessed	Property Class				
2016	MATTEI, ALVAR J 836 BERKELEY AVE TRENTON NJ 08618	20500 82400 102900	0	102900	2				
2015	MATTEI, RAUL & ANTONIA 836 BERKELEY AVE TRENTON NJ 08618	20500 82400 102900	0	102900	2				
2014	MATTEI, RAUL & ANTONIA 836 BERKELEY AVE TRENTON NJ 08618	20500 82400 102900	0	102900	2				
2013	MATTEI, RAUL & ANTONIA 836 BERKELEY AVE TRENTON NJ 08618	20500 82400 102900	0	102900	2				

Zoning – Historic

PROPERTY SPECIFICATIONS – DEED



INSTR # 2015056649
D BK 6236 PG 1970 Pgs 1970 - 1975 (6 pgs)
RECORDED 12/22/2015 01:57:30 PM
PAULA SOLLAMI COVELLO, COUNTY CLERK
MERCER COUNTY, NEW JERSEY

Prepared by:

Mildred J Hamilton
Mildred J Hamilton, Esquire

DEED

This Deed is made on *December 4*, 2015
BETWEEN **Alvar J. Mattei, Executor Estate of Raul H Mattei**
whose post office address is **836 Berkeley Avenue, Trenton, NJ 08618**
referred to as the Grantor,
AND **Alvar J. Mattei**
whose post office address is about to be **836 Berkeley Avenue, Trenton, NJ 08618**
referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of \$1.00 (ONE DOLLAR)

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Trenton
Block No. 382 Lot No. 84 Account No.

No property tax identification number is available on the date of this Deed. (check box if applicable).

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Trenton County of Mercer and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

DDI
6893
\$93.00
1185

BEING commonly known and designated as No. 836 Berkeley Avenue, also being Lot No. 84, in Block 5 as shown on a map of Cadwalader Place, filed in the Mercer County Clerk's Office on May 28, 1891, as Map No. 52, being more particularly bounded and described as follows:

BEGINNING at a point in the northeasterly line of Berkeley Avenue, said point being distant 300 feet southeastwardly from the intersection of the northeasterly line of Berkeley Avenue with the southeasterly line of Gouverneur Avenue, both prolonged; thence

(1) South 51 degrees 19 minutes East, along the northeasterly line of Berkeley Avenue, a distance of 50 feet to a point; thence

(2) North 38 degrees 41 minutes East, along the line of Lot No. 85, a distance of 125 feet to a point; thence

(3) North 51 degrees 19 minutes West, along the line of Lot No. 96, a distance of 50 feet to a point; thence

(4) South 38 degrees 41 minutes West, along the line of Lot No. 83, a distance of 125 feet to the point and place of Beginning.

BEING the same premises conveyed to The Trustees of Church Property of the Diocese of New Jersey by Deed from Floyd A. Jefferson and Maggie Jefferson, his wife, said Deed being dated July 27, 1977 and recorded in the Mercer County Clerk's Office on August 2, 1977 in Deed Book 2049, at Page 131.

THIS CONVEYANCE is made subject to covenants, easements and restrictions of record affecting said premises, subsurface conditions, all governmental laws, ordinances and regulations, regarding the use of said premises, and any state of facts which an accurate survey of the premises might show.

BEING commonly known and designated as 836 Berkeley Avenue, Trenton, New Jersey.

BEING THE same land and premises conveyed to Raul H. Mattei and Antonia C. Mattei, husband and wife by Deed from Trustees of Church Property of Dioceses of New Jersey, dated July 22, 1988 and recorded September 22, 1988 in the Mercer County Clerk's Office in Deed Book 2458, Page 283.

The said Antonia C. Mattei departed this life on April 15, 2011, thereafter title vest in Raul H Mattei as surviving spouse.

Raul H. Mattei departed this life on February 5, 2015, leaving a last Will and Testament naming his son Alvar J. Mattei as Executor. Letters of Administration were issue by the Mercer County Surrogate.


SUBJECT TO reservations, restrictions, easements, covenants and agreements of record.

The street address of the Property is 836 Berkeley Avenue, Trenton, NJ 08618

4. Type of Deed. This Deed is called a Quitclaim Deed. The Grantor makes no promises as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee.

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

Witnessed or Attested by:



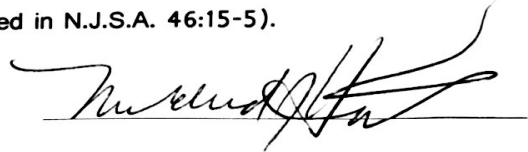
(Seal)

Alvar J. Mattei, Executor Estate of Raul H Mattei

STATE OF NEW JERSEY :
SS.
COUNTY OF BURLINGTON :

I CERTIFY that on December 4, 2015, Alvar J. Mattei, Executor Estate of Raul H Mattei, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act; and,
- (c) made this Deed for \$1.00, as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).



RECORD AND RETURN TO:

Mildred J. Hamilton
Attorney at Law
State of New Jersey

State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

SELLER INFORMATION

Name (Last, First, Middle Initial)
 Raul H Mattei, Executor of the Last Will and Testament of Raul H Mattei

Current Street Address
 836 Berkeley Avenue

City, Town, Post Office Box
 Trenton

State
 NJ

Zip Code
 08618

PROPERTY INFORMATION

Block(s)
 382

Lot(s)
 84

Qualifier

Street Address
 836 Berkeley Avenue

City, Town, Post Office Box
 Trenton

State
 NJ

Zip Code
 08618

Seller's Percentage of Ownership
 100%

Total Consideration
 \$1.00

Owner's Share of Consideration
 \$1.00

Closing Date
 12/4/15

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

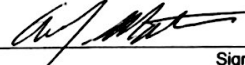
SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/4/15

 Date

 Date



 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

Deponent, Alvar J Mattei, Executor (Name) being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) in a deed dated _____ transferring real property identified as Block number 382 Lot number 84 located at 5 Fern Circle, Berlin 836 Berkeley Avenue Trenton, NJ 08618 and annexed thereto.

(2) CONSIDERATION \$ 1.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(o) By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (Instruction #9 on reverse side for A or B)
- B. { BLIND PERSON Grantor(s) legally blind or *
- DISABLED PERSON Grantor(s) permanently and totally disabled receiving disability payments not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
 - Affordable according to H.U.D. standards. Reserved for occupancy.
 - Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
 Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. NEW CONSTRUCTION* printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
 No prior mortgage assumed or to which property is subject at time of sale.
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 14 day of December, 2015
 _____ Signature of Deponent _____ Alvar J. Mattei Grantor Name
 836 Berkeley Avenue 836 Berkeley Avenue
 Trenton, NJ 08618 Trenton, NJ 08618

Mildred J. Hamilton
 _____ Deponent Address _____ Grantor Address at Time of Sale

 Last three digits in Grantor's Social Security Number Name/Company of Settlement Officer

~~State of New Jersey
 Attorney at Law
 Mildred J. Hamilton
 Attorney at Law
 State of New Jersey~~

FOR OFFICIAL USE ONLY			
Instrument Number _____	County _____	Book _____	Page _____
Deed Number _____	Book _____	Date Recorded _____	
Deed Dated _____			

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: **STATE OF NEW JERSEY
 PO BOX 251
 TRENTON, NJ 08695-0251
 ATTENTION: REALTY TRANSFER FEE UNIT**

_____ of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended. To obtain a copy of this Affidavit, visit the Division of Taxation website at:

CONTRACT FOR SALE

This CONTRACT made this 4th day of June 2016 between _____
whose address is _____ hereinafter referred to as the "Seller", and
_____ Purchaser whose address is
_____ hereinafter referred to as "Purchaser".

1. PURCHASE CONTRACT. The Seller agrees to sell and the Purchaser agrees to buy the Property described in this contract, known as 836 Berkeley Ave, Trenton, NJ 08618.

2. PURCHASE PRICE. The purchase price is \$ _____

PROPERTY. The Property to be sold together with the buildings and improvements thereon consists of land and all of the Seller's rights and privileges relating to the land thereto ("Property"), appertaining, situated, lying and being in the municipality of Trenton in the County of Mercer, and the State of New Jersey known as Block 31802, Lot 4.

3. PAYMENT OF PURCHASE PRICE. The Purchaser will pay the purchase price as follows:

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

\$ _____

Balance to be paid at closing of title by certified or bank cashier's check drawn on a Federal Deposit Insurance Corporation member institution (subject to adjustment at closing), on delivery of Bargain and Sale, Covenants against Grantor's Acts Deed on the terms and conditions provided in this Contract, to be delivered at the office of (To Be Determined) on or before July 4th 2016.

\$ _____

Total

\$ _____

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

the title Report.

11. **RISK OF LOSS.** The Seller is responsible for any damage to the Property, except for in the event loss or damage to the Property exceeds 10%, then Seller may elect to either repair the damage, provide an appropriate credit at closing, or terminate this Contract.
12. **ASSESSMENT FOR MUNICIPAL IMPROVEMENTS.** Certain municipal improvements (such as sidewalks and sewers) may result in the municipality charging Property owners to pay for the improvements. All charges (assessments) against the Property levied prior to closing of title will be the responsibility of the Seller.
13. **ADJUSTMENTS AT CLOSING.** Taxes, Rents and any other municipal liens are to be apportioned as of the Closing Date. The collected rents, if any, security deposits, if any, water, sewer, taxes, fuel, and all other items normally adjusted shall be apportioned and allowed as of midnight of the day immediately prior to the Closing Date. The parties shall split evenly any real estate transfer tax associated with this transaction. The Purchaser shall be responsible for obtaining any municipal certificates required in connection with this purchase and sale.
14. **POSSESSION.** At the closing the Purchaser will be given possession of the Property. This conveyance shall be subject to the rights, if any, of the public and others in and to any streets and waterways on or abutting the Property.
15. **PARTIES LIABLE; liquidated damages.** This contract is binding upon all parties who sign it. Neither this Contract, nor any right or rights under this Contract, shall be assigned by the purchaser without the prior written consent of the Seller. Any assignment made in violation of these provisions shall be null and void. Purchaser represents that he/she has sufficient cash available to consummate the within transaction. Unless the conditions of this Contract shall in all respects be complied with by Purchaser in the manner provided in this Contract, Purchaser shall lose all rights, remedies or actions either at law or equity under this Contract. Seller may retain the deposit as liquidated damages. Such damages being difficult, if not impossible to ascertain and the deposit being a fair estimate of what seller's actual damages may be, Seller shall be released from all obligations to convey said Property. Seller also retains the right to seek damages due to Purchaser's default. Upon Seller's election to retain the Deposit as liquidated damages, this Contract shall become null and void and neither party shall have further rights against the other. Purchaser agrees that this Contract shall not be recorded. If Seller is unable to convey title as set forth herein, Purchaser's sole remedy shall be the return of Purchaser's Deposit.
16. **NOTICES.** All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested to the other party at the address written in this Contract or to that party's attorney. Service shall be deemed effective upon the earlier of actual notice or two (2) business days after placing such notice in the mail.

17. COMMISSION. Seller has agreed to pay to Sunrise Antiques & Auctioneers LLC a commission pursuant to a separate commission Contract. Sunrise Antiques & Auctioneer LLC shall be responsible for any commission to be paid to other real estate agents, but only as by prior written Contract executed by Sunrise Antiques & Auctioneers LLC.
18. PURCHASER'S PREMIUM. A Buyer's Premium equal to 10% of purchase price payable by the Purchaser shall be added to the winning bid to determine the final selling price.
19. COMPLETE CONTRACT. This Contract is the entire and only Contract between the Purchaser and the Seller. This Contract replaces and cancels any previous Contract between the Purchaser and the Seller. This Contract can only be changed by a Contract in writing signed by both Purchaser and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.
20. FARMLAND ASSESSMENT, Property is not presently under farmland assessment. Rollback taxes, if any, as a result of a change in use by Purchaser, will be the responsibility of the Purchaser.
21. TENANCIES. The Property is sold free of all tenancies except for the following: None
22. ATTORNEY REVIEW. While the terms and conditions herein are non-negotiable and will not be altered, it has been made available for review by prospective purchasers and their legal representation prior to Auction Day and on Auction Day itself. Both parties agree that the three (3) day attorney review period does not apply to this transaction.
23. MEGAN'S LAW STATEMENT: UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.
24. NOTICE ON OFF-SITE CONDITIONS: PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF -SITE CONDITIONS DISCLOSURE ACT, P.L. 1995 C. .253.
THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS

LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.

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

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

Witness _____ Purchaser _____

Witness _____ Purchaser _____

Witness _____ Purchaser _____

Witness _____ Purchaser _____