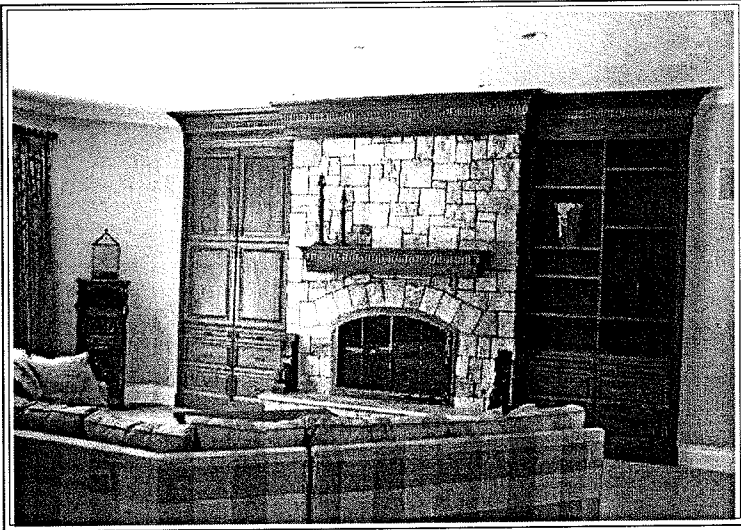
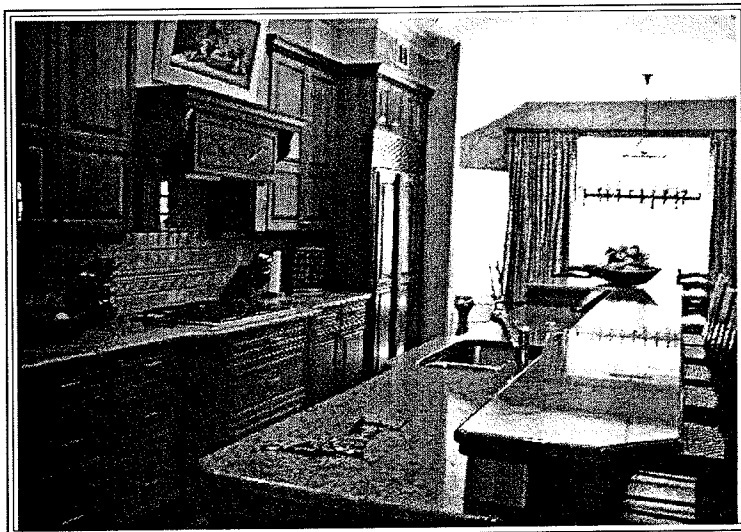


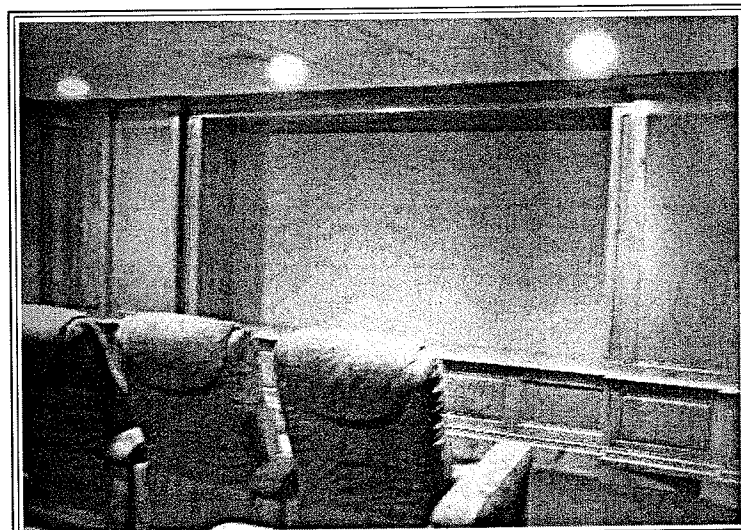
Borrower: MM HIM INC.	File No.: 174UPPERMTNAVE	
Property Address: 174 UPPER MOUNTAIN AVENUE	Case No.:	
City: MONTCLAIR	State: NJ	Zip: 07042
Lender: NASHEL KATES NUSSMAN RAPONE & ELLIS LLP.		



DEN

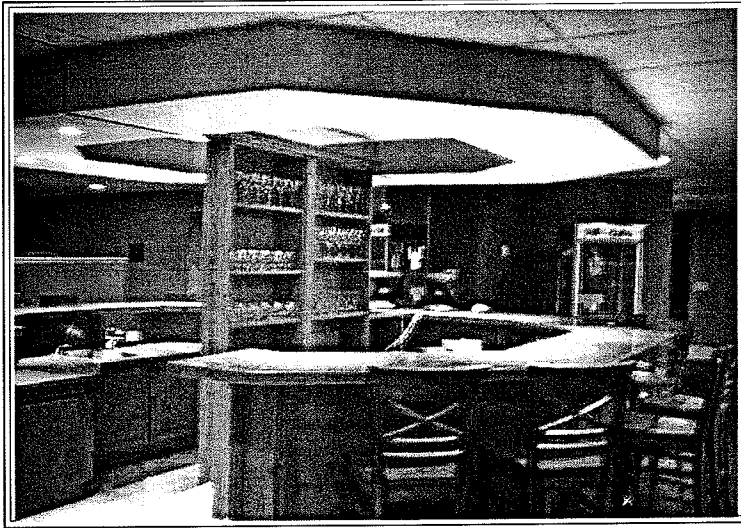


KITCHEN

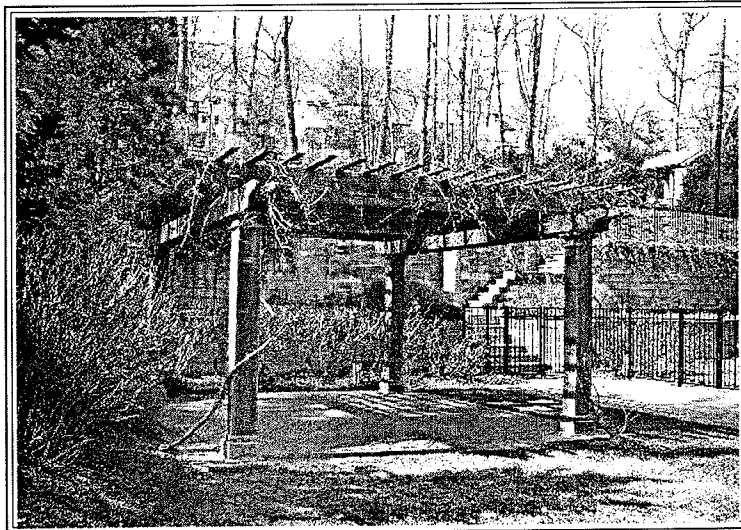


BASEMENT "THEATRE"

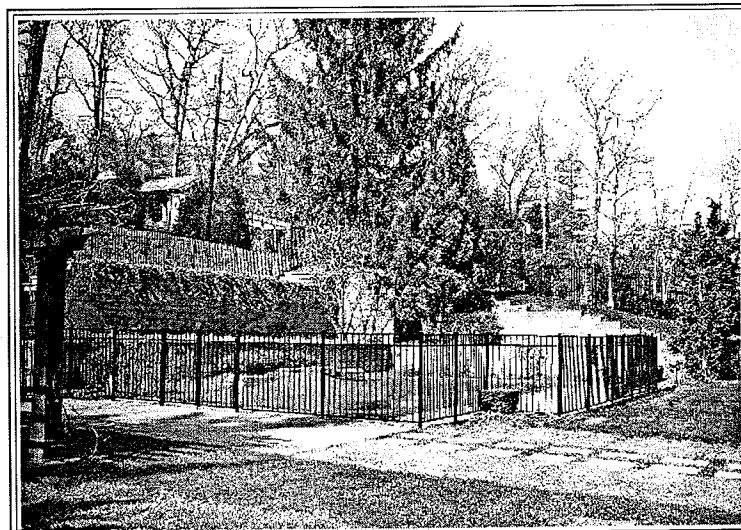
Borrower: MM HIM INC.	File No.: 174UPPERMTNAVE	
Property Address: 174 UPPER MOUNTAIN AVENUE	Case No.:	
City: MONTCLAIR	State: NJ	Zip: 07042
Lender: NASHEL KATES NUSSMAN RAPONE & ELLIS LLP.		



BASEMENT "BAR"



REAR YARD



INGROUND POOL

FLOORPLAN

Borrower: MM HIM INC. File No.: 174UPPERMTRNAVE  
 Property Address: 174 UPPER MOUNTAIN AVENUE Case No.:  
 City: MONTCLAIR State: NJ Zip: 07042  
 Lender: NASHIEL KATES NUSSMAN RAPONE & ELLIS LLP.

**Block:** 504 Land Desc: 125X396 .71  
**Lot:** 6.01 Bldg Desc: 174 UP. MOUNTAIN AVE.  
**Subd:** Add'l Desc: MONTCLAIR, NJ  
**Card:** M (#1 of 1) Acreage: 1.157 Class: 2 Property Loc: 174 UP. MOUNTAIN AVENUE Zone: R9  
**Owner's Name:** M M HIM INC. Bank: 00000  
**Street Address:** 174 UP. MOUNTAIN AVE. ZIP: 07042  
**City & State:** MONTCLAIR, NJ  
**Assessment:** 2007 722800 2111600 2834400

**SALES HISTORY**

Grantor	Date	Book/Page	Price	Nu#
	07/11/08	12146/07960	2800000	
	09/15/05	06637/00443	2820000	

**ASSESSMENT HISTORY**

Year	Land	Impr	Total
2006	4000000	691700	1091700
2007	722800	2111600	2834400

**LAND CALCULATIONS**

Frt Rr	Sb T Ff	Avg Tabl Eff	Rate	Site	Cond	Value
TRAFFIC	95					
VIEW	105	0.250 AC	550000	350000	100	114950
		0.209 AC	550000	100	100	114950
		0.698 AC	175000	100	100	122150
<b>Net Adlr:</b>	<b>99.75</b>	<b>SF:</b>	<b>50,392</b>	<b>Auto:</b>	<b>Y</b>	<b>Land Value: 722,788</b>

**SITE INFORMATION**

Roof: PAVED  
 Curbs: YES  
 Sidewalk: EB  
 Measured: Y  
 Inspected: Y  
 VCS: A202

Utilities: YES  
 Sewer: YES  
 Water: YES  
 Gas: YES

Level: YES  
 Topo: YES  
 Height: 202

**BUILDING INFORMATION**

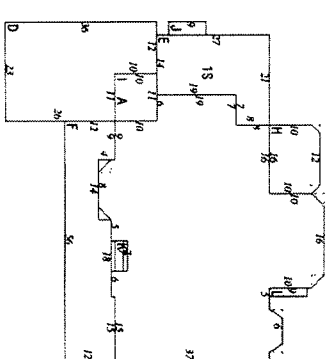
Type and User: ONE FAMILY  
 Class/Quality: 22  
 Story Height: TYPICAL  
 Style: MANOR HOUSE  
 Year Built/EtA: 1999 / 3 (Y)  
 Exterior Finish: STUCCO  
 Windows: Windows  
 Roof Type: SHINGLE  
 Roof Material: ASPHALT SHINGLE  
 Foundation: CONCRETE BLOCK  
 Interior Wall: SHEETROCK  
 Bath: M: A:7 O: O:  
 Kitchen: M: A:1 O: O:

**ROOM COUNT**

Room	B	1	2	3/A	Tot
Living Rm	1	1			1
Dining Rm	1	1			1
Kitchen	1	1			1
Dinette			1		1
5 Exit Bath			1		1
4 Exit Bath			1		1
3 Exit Bath			1		1
2 Exit Bath			1		1
Bed Room			1		1
Ban Room			1		1
Den/Other	1	1	1		3
Old L:	601				11

**RESIDENTIAL COST APPROACH**

Item	Value	Exemption	Net Taxable Value	Deductions
Basement	2523 x 10,400 +	0 x 1,85 x 1,00=	48543	
Basement Fin	2271 x 13,470 +	1200 x 1,56 x 1,00=	49953	
Main Bldg	3143 x 102,340 +	87150 x 1,00 x 1,00=	495595	
Upper Story	2465 x 157,370 +	29120 x 1,00 x 1,00=	484196	
Half Story	718 x 90,800 +	15435 x 1,00 x 1,00=	80429	
Stone SF	480 x 28,000 +	96 x 1,43 x 1,00=	19556	
Heat/AC	8527 x 2,820 +	0 x 1,27 x 1,00=	30539	
FORCED HOT AIR	6256 x 1,790 +	0 x 1,79 x 1,00=	20045	
Plumbing	1 x 4095,000 +	0 x 1,79 x 1,00=	7330	
5 Fixture Bath	1 x 2395,000 +	0 x 1,79 x 1,00=	5701	
4 Fixture Bath	4 x 2395,000 +	0 x 1,79 x 1,00=	9280	
3 Fixture Bath	1 x 1875,000 +	0 x 1,79 x 1,00=	3258	
SHINGLE FLA/TIRE	2 x 910,000 +	0 x 1,79 x 1,00=	358	
FIREPLACE	2 x 4850,000 +	0 x 1,92 x 1,00=	18624	
2ND FP ON SAME	1 x 1605,000 +	0 x 1,92 x 1,00=	3082	
Attic	30 x 123,000 +	0 x 1,61 x 1,00=	5941	
DORMER				
Deck/Patio	48 x 10,920 +	437 x 1,56 x 1,00=	1490	
OPEN PORCH	914 x 5,610 +	0 x 1,56 x 1,00=	7872	
ATTACHED GARAGE	828 x 17,890 +	0 x 1,90 x 1,00=	28145	
Garage/Misc				
<b>Base Cost:</b> 1483329	<b>CCF:</b> 145 CLA:100	<b>Cost New:</b> 215082		
<b>Phys Depr:</b> 3,00 (V)	<b>Func Depr:</b> MKL+	<b>Net Depr:</b> 97,00		
<b>Loc Depr:</b> MKL+	<b>Mkt-:</b> MKL+	<b>Bldg Value:</b> 208530		
<b>Detached Items:</b>				
CONCRETE PD 640 x 19,680 +	9576 x 1,56 x 1,00 =	28254		
<b>Land:</b> 722,800	<b>Impr:</b> 2,111,600	<b>Total:</b> 2,834,400		



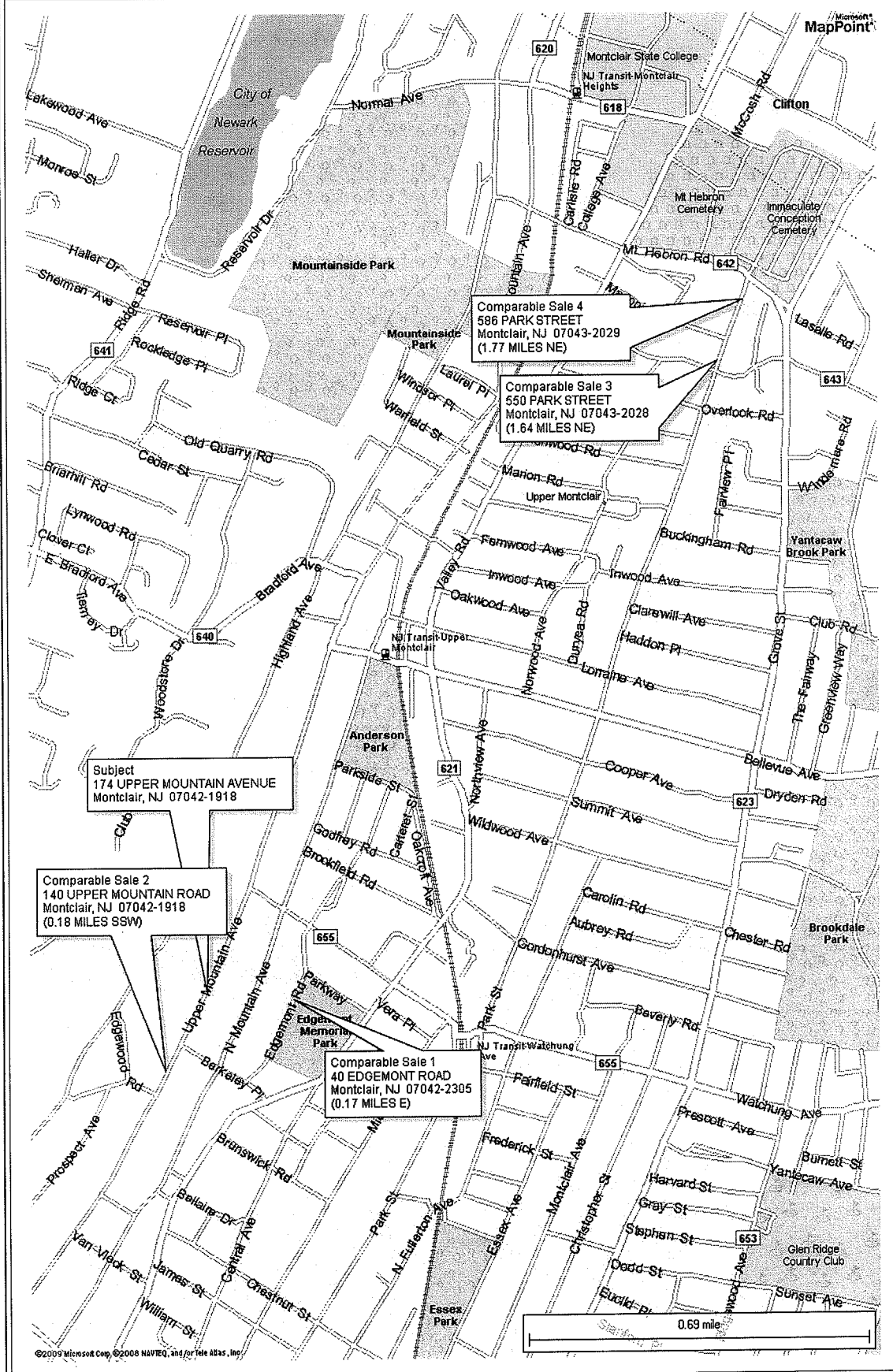
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 S: 0  
 T: 0  
 U: 0  
 V: 0  
 W: 0  
 X: 0  
 Y: 0  
 Z: 0

u26 f23:u10 16 u19 f7 u8 f16 u10 n3 g3 f16  
 f5 n3 g2 f6 g2 s3 f2 d37 f15 d1 16 us f17  
 d3 f5 s3 n3 18 n3 n3 u1 19  
 u26 f03:u20 f12:u10 17 d36 f123  
 F: BPA  
 u14 f23:u12 f9 d4 f14 us f18 u1 f15 d12  
 116  
 u43 f24:u10 n2 g2 f12 s2 e2 d10 116  
 u26 f03:u10 f11 M: BPA  
 u26 f51:u2 f7 M: BPA  
 u43 f62:u9 f2 O:  
 L: 15

Scale: 30  
 Copyright © 1999 AutoCAD/ArchiCAD/ArchiCAD, L.L.C.

LOCATION MAP

Borrower: MM HIM INC.	File No.: 174UPPERMTNAVE
Property Address: 174 UPPER MOUNTAIN AVENUE	Case No.:
City: MONTCLAIR	State: NJ
Lender: NASHIEL KATES NUSSMAN RAPONE & ELLIS LLP.	Zip: 07042



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ACTIVE SUBJECT SALES LISTING

Borrower: MM HIM INC. File No.: 174UPPERMTNAVE  
 Property Address: 174 UPPER MOUNTAIN AVENUE Case No.:  
 City: MONTCLAIR State: NJ Zip: 07042  
 Lender: NASHIEL KATES NUSSMAN RAPONE & ELLIS LLP.

Garden State M.L.S.  
 ML: 2654270 CO: 16-Essex TOWN: 1613-Montclair Twp. STAT: A /RES  
 AD: 174 UPPER MOUNTAIN AVE ZIP: 07042 LP: \$2,749,000  
 SE: CLR: Beige  
 ZN: GRS: MAGNET MSJR: MAGNET HS: MONTCLAIR  
 TI: 1613-00504-0000-00006-0001- BLK: 00504 LOT: 00006.1  
 OC: BLDG#: UNIT#: CL: N SDA: N GSMLS.COM: Y #IM: 10

----- GENERAL INFORMATION -----

STYLE: Colonial POOL: Y/Inground  
 RMS: 12 BDRM: 5 FB: 6 HB: 1 TBTH: 6.1  
 GARAG: 3/Oversize/DoorOpnr/Built-In CAR: AdditPrk/Blacktop YB: 1999/Approx  
 DRIVE: AdditPrk / Blacktop BSMT: Y/Finished/Full  
 P-USE: OTP: FeeSimpl LTSZ: 125 X 396.71  
 LTDES: Level ACRE: 1.14 PETS: Y  
 EXTER: Stucco / Stone ROOF: CompShng  
 EXTFT: HotTub / Patio / Sprinklr / MetalFnc  
 DIR: Between Watchung Ave & Edgewood, West side of street.  
 REM: High quality custom built Colonial home with every amenity for today's living plus all the quality and detail of an older home on over 1 acre of breathtakingly lush property and NYC

----- ADDITIONAL INFORMATION -----

LIV :19x15/1 DIN:18x13/1 KIT:22x17/1 FAM:24x21/1 DEN:21x12/1 SQFT:6256  
 LBD :20x15/2 2BD:15x15/2 3BD:17x12/2 4BD:19x13/2 OTH:Office /14x12/1  
 OTH :Library /16x12/1 OTH:Exercise/36x22/2 OTH:Media /35x20/B  
 FLOOR:Carpet / Tile / Marble / Wood FP: 3/Bedroom1/FamilyRm/LivingRm  
 KITCH:BreakBar / CntrIsld / Pantry / EatInKit DINE: Formal M Handicap:  
 MSTBR:Fireplac / BathFull / WlkInCls BATH:StallTub / Jacuzzi / Steam  
 INTER:CeilHigh / SmokeDet / BarWet / StereoSy / SecurSys / WlkInCls  
 APPL :CarbMDet / CentVac / OvenWall / Dishwshr / Refrig / Washer / Disposal / Dryer / KitExhFr  
 AMENT: In-Law Suite:

EXCLU:Contact LB  
 LEVLB:Utility / BathOthr / GreatRm / Media / RecRoom / Walkout / Stor  
 LEVLG:  
 LEVL1:Breakfst / Foyer / Library / LivingRm / Pantry / FamilyRm  
 DiningRm / Laundry / PowderRm  
 LEVL2:Exercise / BathMain / 4+Bedrms / BathOthr  
 LEVL3: OTHLEV:



----- UTILITIES INFORMATION -----

HEAT :1Unit / MultiZon / ForcdHAFUEL : GasNatur  
 COOL : Central / MultiZon WTRHT:  
 WATER:WatrXtra / Public SEWER: Public / XtraChrg  
 UTIL : Electric / GasNatur SERVC:

----- FINANCIAL INFORMATION -----

FEE : / FLDAREA: FLDINSR: TAXES : \$65,219 LNDASMT:\$722,800  
 APPLF: EASEMNT: Y/Driveway TAXYR : 2008 ELDASMT:\$2,111,600  
 OTHER: / HMMWNTY: FARMASM: TXRATE : 2.30 TOTASMT:\$2,834,400  
 FEINC: POSSESS: Immediate

----- OFFICE INFORMATION -----

LO:008704 ONM RE/MAX VILLAGE SQUARE OPH: 973-509-2222 LD : 02/23/2009  
 LA:214352 ANM CHRISTINE R LANE APH: 973-509-3500 XD : 08/23/2009  
 L2: ANM2 : FAX: 973-509-7779  
 SB:0 BREL : Dsc1Dual SHOW: Appt24Hr / SeeShow  
 BB:2.5% - \$68 INSTR:Call LA for appointment- must give notice- (973)509-3500 No shows un  
 TB:0 PHOTO: SIGN: N LTY: ExclusRt ADM: 36  
 OW:c/o LB OWP: 973-509-3500 CDM: 0

----- UNDER CONTRACT / SOLD INFORMATION -----

OLP : \$2,749,000 DOM: 38  
 ### Information Deemed Reliable But Not Guaranteed. ###

File No. 174UPPERMTNAVE

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 174UPPERMTNAVE

APRIL 2, 2009

NASHEL KATES, NUSSMAN RAPONE & ELLIS, LLP.  
190 MOORE STREET  
HACKENSACK, NJ 07601

Borrower : MM HIM INC.

Invoice # :  
Order Date :  
Reference/Case # :  
PO Number :

174 UPPER MOUNTAIN AVENUE  
MONTCLAIR, NJ 07042

\$ 400.00  
\$  
-----

Invoice Total	\$ 400.00
State Sales Tax @	\$ 0.00
Deposit	(\$ )
Deposit	(\$ )
	-----
Amount Due	\$ 400.00

Terms:

Please Make Check Payable To:

O'DONNELL APPRAISAL

Fed. I.D. #: 153-54-1976

JAMES O'DONNELL RA#2014  
354 GARIBALDI AVENUE LODI, NJ 07644

**EXHIBIT 4**



Title Report - continued

**22515**

- 
- 4) Matters as would be shown on an accurate survey.
  - 5) Easements and servitudes of record, if any

**This Report is made solely to reveal the condition of Title and the liability assumed by this Company in case of errors and omissions is limited to the costs incurred herein.**

Very truly yours,  
Tri-State Title Agency, Inc.

Countersigned: *Ruth Bashe*  
Authorized Officer or Agent

Enclosures



Title Report - continued

**22515**

- 
- 4) Matters as would be shown on an accurate survey.
  - 5) Easements and servitudes of record, if any

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Very truly yours,  
Tri-State Title Agency, Inc.

Countersigned: Ruth Bashe  
Authorized Officer or Agent

Enclosures



# Tri-State Title Agency Inc.

---

87 PARK STREET  
MONTCLAIR, NJ 07042

TOLL FREE: 888.920.0500  
PHONE: 973.509.1100  
FAX: 973.509.1717

March 20, 2009

To:  
David A. Gill  
Receiver for Diversified Lending  
2029 Century Park East  
3<sup>rd</sup> Floor  
Los Angeles, CA 90067

RE: 174 Upper Mountain Ave. and 127 North Mountain Ave., Montclair, NJ  
Our File No.: 22515

## TITLE REPORT INVOICE

2 Reports - Total Dure

\$ 300.00



Title Report - continued

**22515**

- 
- 4) Matters as would be shown on an accurate survey.
  - 5) Easements and servitudes of record, if any

**This Report is made solely to reveal the condition of Title and the liability assumed by this Company in case of errors and omissions is limited to the costs incurred herein.**

Very truly yours,  
Tri-State Title Agency, Inc.

Countersigned: *Ruth Bashe*  
Authorized Officer or Agent

Enclosures



Title Report - continued

**22515**

- 
- 4) Matters as would be shown on an accurate survey.
  - 5) Easements and servitudes of record, if any

**This Report is made solely to reveal the condition of Title and the liability assumed by this Company in case of errors and omissions is limited to the costs incurred herein.**

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Enclosures



# Tri-State Title Agency Inc.

---

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MONTCLAIR, NJ 07042

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Los Angeles, CA 90067

RE: 174 Upper Mountain Ave. and 127 North Mountain Ave., Montclair, NJ  
Our File No.: 22515

## TITLE REPORT INVOICE

2 Reports - Total Dure

\$ 300.00

**EXHIBIT 5**

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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:

Naureen Udofia, Nkere Udofia, Buyer,

whose address is 220 Riverside Blvd., New York NY 10069

AGREES TO PURCHASE FROM

Naureen Udofia, MMHM INC. Charles Roden, Seller,

whose address is

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

Property Address: 174 Upper Mountain Avenue
Shown on the municipal tax map of Montclair
County Essex
As Lot 00006/0001 Block 504/0000 Approximate size of lot 125 x 396.71

THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.
2. PURCHASE PRICE: THE TOTAL PURCHASE PRICE IS: \$ 2,550,000.00

3. MANNER OF PAYMENT:
(A) Deposit paid by Buyer on signing of this Agreement to [ ] Listing Broker or [x] 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 14 days post atty review (date): \$ 499,000.00

All deposit monies paid by the Buyer shall be held in escrow in the NON-INTEREST BEARING TRUST ACCOUNT of Seller's Attorney, 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 \$ and will be what is commonly known as the [ ] (F.H.A.) [ ] (V.A.) [ ] (Conventional) [ ] (A.R.M.) year direct reduction plan with interest at not more than % and not more than Points. Buyer agrees to pay not more than Points. Seller agrees to pay not more than 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 (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. \$ 0.00

(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 and Sale CVG (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 May 15, 2009, at the office of Buyer's Attorney or such other place as the Seller and the Buyer may agree. \$ 2,050,000.00

TOTAL PURCHASE PRICE: \$ 2,550,000.00

Buyer's Initials: Seller's Initials:

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 **7. QUALITY OF TITLE:**

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

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

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

108 **9. ITEMS INCLUDED IN SALE:**

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

115 SEE ITEM # 35 BELOW FOR LIST OF INCLUDED ITEMS  
116  
117  
118

119 **10. ITEMS EXCLUDED FROM SALE:**

120 Dining room chandelier and 2 wall sconces  
121  
122

123 **11. ASSESSMENTS:**

124 All confirmed assessments and all unconfirmed assessments which may be imposed by the municipality for public  
125 improvements which have been completed as of the date of Closing are to be paid in full by the Seller or credited to  
126 the Buyer at the Closing. A confirmed assessment is a lien (legal claim) against the Property. An unconfirmed  
127 assessment is a potential lien (legal claim) which, when approved by the appropriate governmental body, will become  
128 a legal claim against the Property.  
129

130 **12. FINAL INSPECTION:**

131 Seller agrees to permit the Buyer or the Buyer's duly authorized representative to examine the interior and  
132 exterior of the Property at any reasonable time immediately before Closing.  
133

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

135 If the New Jersey Hotel and Multiple Dwelling Health and Safety Act applies to the Property, the Seller  
136 represents that the Property complies with the requirements of the Act.  
137

138 **14. NO ASSIGNMENT:**

139 This Agreement shall not be assigned without the written consent of the Seller. This means that the Buyer may  
140 not transfer to anyone else his/her/their rights under this Agreement to buy the Property.  
141

Buyer's  
Initials: \_\_\_\_\_

Seller's  
Initials: 

142 **15. RISK OF LOSS:**

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

146 **16. ADJUSTMENTS AT CLOSING; RIGHTS TO POSSESSION:**

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

153 **17. MAINTENANCE AND CONDITION OF PROPERTY:**

154 The Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary  
155 wear and tear. The premises shall be in "broom clean" condition and free of debris on the date of Closing. Seller  
156 represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures  
157 included within the terms of the Agreement now work and shall be in proper working order at the time of Closing.  
158 Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or  
159 basement **UNLESS OTHERWISE INDICATED IN THE ADDITIONAL CONTRACTUAL PROVISIONS**  
160 **SECTION (Section 35) OF THIS AGREEMENT. ALL REPRESENTATIONS AND/OR STATEMENTS**  
161 **MADE BY THE SELLER, IN THIS SECTION, SHALL NOT SURVIVE CLOSING OF TITLE.** This means  
162 that the Seller **DOES NOT GUARANTEE** the condition of the premises **AFTER** the deed and affidavit of title have  
163 been delivered to the Buyer at the "Closing".

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

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

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

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

176 This Agreement is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a  
177 certified inspector/risk assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection  
178 shall be ordered and obtained by the Buyer at the Buyer's expense, within ten (10) calendar days after the termination  
179 of the Attorney Review period set forth in Section 24 of this Agreement (the "Completion Date"). If the Inspection  
180 indicates that no lead-based paint or lead-based paint hazard is present at the Property, this contingency clause shall  
181 be deemed to be null and void. If the Inspection indicates that lead-based paint or lead-based paint hazard is present at  
182 the Property, this contingency clause will terminate at the time set forth above unless within (5) days from the  
183 Completion Date, the Buyer delivers a copy of the inspection and/or risk assessment report to the Seller and Broker(s)  
184 and (a) advises Seller and Broker(s), in writing, that Buyer is voiding this Agreement; or (b) delivers to Seller and  
185 Broker(s) a written amendment (the "Amendment") to this Agreement listing the specific existing deficiencies and  
186 corrections required by the Buyer. The Amendment shall provide that the Seller agrees to (a) correct the deficiencies;  
187 and (b) furnish the Buyer with a certification from a certified inspector/risk assessor that the deficiencies have been  
188 corrected, before the date of Closing. The Seller shall have N/A days after receipt of the Amendment to sign and  
189 return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or  
190 fails to offer a counter-proposal, this Agreement shall be null and void. In the event Seller offers a counter-proposal,  
191 Buyer shall have N/A days after receipt of the counter-proposal to accept it. If the Buyer fails to accept the  
192 counter-proposal within the time limit provided, this Agreement shall be null and void.

194 **20. INSPECTION CONTINGENCY CLAUSE:**

195 **(a) Responsibilities of Home Ownership**

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

210 **(b) Radon Testing, Reports and Mitigation**

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

215 If the Property has been tested for radon prior to the date of this Agreement, Seller agrees to provide to the  
216 Buyer, at the time of the execution of this Agreement, a copy of the result of the radon test(s) and evidence of

217  
218 NJAR® form-118-02/08 Page 4 of 9 Rhodes, Van Note & Co. Buyer's Initials: Seller's Initials: 

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

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

241  
 242 **(c) Buyer's Rights To Inspections**

243 The Buyer acknowledges that the Property is being sold in an "AS IS" condition and that this Agreement is  
 244 entered into based upon the knowledge of the Buyer as to the value of the land and whatever buildings are upon the  
 245 Property, and not on any representation made by the Seller, the named Broker(s) or their agents as to character or  
 246 quality. Therefore, the Buyer, at the Buyer's sole cost and expense, is granted the right to have the dwelling and all  
 247 other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in paragraph  
 248 (f) below) for the purpose of determining the existence of any physical defects or environmental conditions such as  
 249 outlined above. If Buyer chooses to make the inspections referred to in this paragraph, such inspections must be  
 250 completed, and written reports must be furnished to the Seller listed in Section 1 and Broker(s) listed in Section 26 of  
 251 this Agreement within 10 calendar days after the end of the Attorney Review Period set forth in Section 24 of this  
 252 Agreement. If Buyer shall fail to furnish such written reports to the Seller and Broker(s) within the time period  
 253 specified in this paragraph, this contingency clause shall be deemed waived by Buyer, and the Property shall be  
 254 deemed acceptable by Buyer. The time period for furnishing the inspection reports is referred to as the "Inspection  
 255 Time Period."  
 256

257 **(d) Responsibilities to Cure**

258 If any physical defects, or environmental conditions (other than radon) are reported by the inspectors to the  
 259 Seller within the Inspection Time Period, the Seller shall then have seven (7) calendar days after the receipt of such  
 260 reports to notify the Buyer in writing that the Seller shall correct or cure any of the defects set forth in such reports. If  
 261 Seller shall fail to notify Buyer of Seller's agreement to so cure and correct, such failure to so notify shall be deemed  
 262 to be a refusal by Seller to cure or correct such defects. If Seller shall fail to agree to cure or correct such defects  
 263 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  
 264 the environmental condition at the Property (other than radon) is incurable and is of such significance as to  
 265 unreasonably endanger the health of the Buyer, the Buyer shall then have the right to void this Contract by notifying  
 266 the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this Contract within the  
 267 seven (7) day period, the Buyer shall have waived his right to cancel this Contract and this Contract shall remain in  
 268 full force, and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If  
 269 Seller shall agree to correct or cure such defects, all such repair work shall be completed by Seller prior to the closing  
 270 of title. Radon at the Property shall be governed by the provisions of Paragraph (b), above.  
 271

272 **(e) Flood Hazard Area (delete if not applicable)**

273 Buyer acknowledges that the Property is within a flood hazard area, and Buyer waives Buyer's right to void this  
 274 Agreement for such reason.  
 275

276 **(f) Qualifications of Inspectors**

277 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons who are licensed  
 278 by the State of New Jersey for such purpose or who are regularly engaged in the business of inspecting residential  
 279 properties for a fee and who generally maintain good reputations for skill and integrity in their area of expertise.  
 280

281 **21. NOTICES:**

282 All notices as required in this Contract must be in writing. All notices shall be by certified mail, by telegram,  
 283 telefax or by delivering it personally. The telegram, certified letter or telefax will be effective upon sending. The  
 284 personal delivery will be effective upon delivery to the other party. Notices to the Seller shall be addressed to the  
 285 address that appears on line eleven (11) of this Contract. Notice to the Buyer shall be addressed to the address that  
 286 appears on line five (5) of this Contract.  
 287

288 **22. MEGAN'S LAW STATEMENT:**

289 **UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW**  
 290 **TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN**  
 291 **THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO**  
 292 **NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO**  
 293 **OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE**  
 284 **CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.**  
 295

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

306  
307  
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309

310 24. ATTORNEY REVIEW CLAUSE:

311 (1) Study by Attorney

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

316

317 (2) Counting the Time

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

321

322 (3) Notice of Disapproval

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

329

330 25. ENTIRE AGREEMENT; PARTIES LIABLE:

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

334

335 26. BROKER'S COMMISSION:

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

342

COMMISSION IN ACCORD WITH PREVIOUSLY EXECUTED LISTING AGREEMENT, LESS PARTICIPATING BROKER'S COMMISSION (IF ANY)

343

344 Re/Max Village Square

345 Listing Broker

346

347 Valley Road, Upper Montclair

973-746-1515

348

349 Rhodes, Van Note & Co.

2.5% - \$ 68.00  
Commission

350

351 635 Valley Road, Upper Montclair, NJ 07043

973-744-6033 973-744-7997

352

353 Address and Telephone #

354

355 27. FAILURE OF BUYER OR SELLER TO SETTLE:

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

362

363 28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:

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

367

368

369

370

371

372

Buyer's Initials: \_\_\_\_\_

Seller's Initials: 

373 29. DECLARATION OF LICENSEE BUSINESS RELATIONSHIP(S):

374  
375 (a) Re/Max Village Square, (name of firm) AND

376 Rhodes, Van Note & Co. (name(s) of licensee(s)), AS ITS AUTHORIZED

377 REPRESENTATIVE(S), ARE WORKING IN THIS TRANSACTION AS (choose one)  SELLER'S  
378 AGENTS  BUYER'S AGENTS  DISCLOSED DUAL AGENTS  TRANSACTION BROKERS

380  
381 b) INFORMATION SUPPLIED BY Re/Max Village Square (name of  
382 other firm) HAS INDICATED THAT IT IS OPERATING IN THIS TRANSACTION AS A (choose one)

383  SELLER'S AGENT  BUYER'S AGENT  DISCLOSED DUAL AGENT  TRANSACTION  
384 BROKER

385  
386 30. NEW CONSTRUCTION RIDER:

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

390  
391 31. PRIVATE WELL TESTING:

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

395 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  
396 this Contract is for the sale of real property whose potable water supply is provided from a private well and the  
397 analytical results of prior water tests no longer are valid, a test on the water supply must be performed by a laboratory  
398 certified by NJDEP. Seller agrees to procure the test, at Seller's sole cost and expense and to provide a copy of the test  
399 results to Buyer within seven (7) calendar days after receiving the report(s). Seller shall order the new test or, if  
400 applicable, provide Buyer with the valid prior water test within seven (7) calendar days after the end of the Attorney  
401 Review Period set forth in Section 24 of this Agreement. The test shall cover the parameters set forth in the Act and  
402 regulations. As required in the Act, prior to closing of title, Seller and Buyer shall each certify in writing that they  
403 have received and read a copy of the water test results.

404 If any of the water tests do not meet applicable standards at the time Seller provides the water test results to the  
405 Buyer, Seller shall notify Buyer, in writing, that Seller agrees to cure or correct said conditions in the water test  
406 results. If Seller shall fail to notify Buyer of Seller's agreement to cure or correct, such failure to so notify shall be  
407 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  
408 set forth in the water test results within seven (7) calendar days or if the condition is incurable and is of such  
409 significance as to unreasonably endanger the health of the Buyer, the Buyer shall then have the right to void this  
410 Contract by notifying the Seller in writing within seven (7) calendar days thereafter. If Buyer shall fail to void this  
411 Contract within the seven (7) day period, the Buyer shall have waived his right to cancel this Contract and this  
412 Contract shall remain in full force, and the Seller shall be under no obligation to correct or cure any of the conditions  
413 set forth in the water test results. If Seller shall agree to correct or cure such conditions, all such remediation shall be  
414 completed by Seller prior to the closing of title.

415  
416 32. MEGAN'S LAW REGISTRY:

417 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at  
418 [www.njsp.org](http://www.njsp.org).

419  
420 33. SMOKE DETECTORS, CARBON MONOXIDE ALARM AND PORTABLE FIRE EXTINGUISHER  
421 COMPLIANCE:

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

424  
425 34. NOTICE TO BUYERS CONCERNING INSURANCE

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

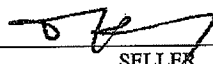
431  
432 35. ADDITIONAL CONTRACTUAL PROVISIONS (if any):

433 Per Item # 9 above, these items are to be included:

434  
435 Refrigerator, dishwasher, washer, dryer, range, stereo and security systems,  
436 theatre/media equipment and theatre captains chairs, all light fixtures except as  
437 noted above in item # 10, all gym equipment, 2nd floor window seat cushions and  
438 bolsters, 3 pinball machines, all furniture in purple bedroom, all mirrors, all window  
439 blinds. Window treatments; some to remain, to be determined.

450 35. ADDITIONAL CONTRACTUAL PROVISIONS (concluded):

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<p>526 36. INDEX                  527 1. PURCHASE AGREEMENT &amp;                  528 PROPERTY DESCRIPTION                  529 2. PURCHASE PRICE                  530 3. MANNER OF PAYMENT                  531 4. BUYER FINANCIALLY ABLE TO                  532 CLOSE                  533 5. ACCURATE DISCLOSURE OF SELLING                  534 PRICE                  535 6. TENANTS, IF ANY                  536 7. QUALITY OF TITLE                  537 8. BUILDING &amp; ZONING LAWS                  538 9. ITEMS INCLUDED IN SALE                  539 10. ITEMS EXCLUDED FROM SALE                  540 11. ASSESSMENTS                  541 12. FINAL INSPECTION                  542 13. NJ HOTEL AND MULTIPLE DWELLING                  543 HEALTH &amp; SAFETY ACT                  544                  545                  546                  547                  548                  549                  550                  551                  552                  553                  554</p>	<p>14. NO ASSIGNMENT                  15. RISK OF LOSS                  16. ADJUSTMENTS AT CLOSING;                  RIGHTS TO POSSESSION                  17. MAINTENANCE &amp; CONDITION OF                  PROPERTY                  18. LEAD-BASED PAINT DOCUMENT                  ACKNOWLEDGEMENT                  19. LEAD-BASED PAINT CONTINGENCY                  CLAUSE                  20. INSPECTION CONTINGENCY CLAUSE                  21. NOTICES                  22. MEGAN'S LAW STATEMENT                  23. OFF-SITE CONDITIONS                  24. ATTORNEY REVIEW CLAUSE                  25. ENTIRE AGREEMENT;                  PARTIES LIABLE</p>	<p>26. BROKER'S COMMISSION                  27. FAILURE OF BUYER OR SELLER TO                  SETTLE                  28. CONSUMER INFORMATION                  STATEMENT ACKNOWLEDGMENT                  29. DECLARATION OF LICENSEE                  BUSINESS RELATIONSHIP                  30. NEW CONSTRUCTION RIDER                  31. PRIVATE WELL TESTING                  32. MEGAN'S LAW REGISTRY                  33. SMOKE DETECTORS, CARBON                  MONOXIDE ALARM AND PORTABLE                  FIRE EXTINGUISHER COMPLIANCE:                  34. NOTICE TO BUYERS CONCERNING                  INSURANCE                  35. ADDITIONAL CONTRACTUAL                  PROVISIONS (if any):                  36. INDEX</p>	
<p>IN THE PRESENCE OF:</p>			
	Date	BUYER	(L.S.)
	Date	BUYER	(L.S.)
	4/2/09 	SELLER	(L.S.)
	Date	SELLER	(L.S.)