

**TRENK, DIPASQUALE,
DELLA FERA & SODONO, P.C.**
347 Mount Pleasant Avenue, Suite 300
West Orange, NJ 07052
(973) 243-8600
Anthony Sodono, III (asodono@trenklawfirm.com)
Michele M. Dudas (mdudas@trenklawfirm.com)
*Counsel to James Conrad DeZao, III,
Chapter 11 Debtor and Debtor-in-Possession*

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

JAMES CONRAD DeZAO, III,

Debtor.

Case No. 17-22382 (JKS)

Chapter 11

Hon. John K. Sherwood, U.S.B.J.

**Hearing Date and Time:
January 2, 2018, at 10:00 a.m.**

**NOTICE OF MOTION OF JAMES CONRAD DeZAO, III,
CHAPTER 11 DEBTOR AND DEBTOR-IN-POSSESSION,
FOR AN ORDER AUTHORIZING SALE OF REAL
PROPERTY LOCATED AT 14 COUNTRY BROOK DRIVE,
MONTVILLE, NEW JERSEY**

PLEASE TAKE NOTICE that on the **2nd day of January, 2018, at 10:00 a.m.**, or as soon thereafter as counsel may be heard, James Conrad DeZao, III, Chapter 11 debtor and debtor-in-possession (“Debtor”) shall move before the Honorable John K. Sherwood, U.S.B.J., United States Bankruptcy Court, Martin Luther King, Jr. Federal Building & Courthouse, 50 Walnut Street, Third Floor, Newark, New Jersey 07102, for an Order authorizing the sale of real property located at 14 Country Brook Drive, Montville, New Jersey (the “Motion”).

PLEASE TAKE FURTHER NOTICE that in support of the within Motion, the Debtor shall rely upon the Certification of the Debtor, Certification of Jason Failla, Realtor, and the Memorandum of Law in support of the Motion.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Motion shall: (i) be in writing; (ii) state with particularity the basis of the objection; and (iii) be filed with the Clerk of the United States Bankruptcy in accordance with D.N.J. LBR 9013-1.

PLEASE TAKE FURTHER NOTICE that unless an objection is timely filed and served, the Motion shall be deemed uncontested in accordance with D.N.J. LBR 9013-1(a) and the relief may be granted without a hearing.

PLEASE TAKE FURTHER NOTICE that an order granting the relief requested herein is submitted herewith and made part of the Motion herein.

**TRENK, DiPASQUALE,
DELLA FERA & SODONO, P.C.**
*Counsel to James Conrad DeZao, III,
Chapter 11 Debtor and Debtor-in-
Possession*

Dated: December 5, 2017

By: /s/Michele M. Dudas
MICHELE M. DUDAS

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

JAMES CONRAD DeZAO, III,

Debtor.

Chapter 11

Case No. 17-22382 (JKS)

Honorable John K. Sherwood, U.S.B.J.

Hearing Date and Time:
January 2, 2018, at 10:00 a.m.

**MEMORANDUM OF LAW OF JAMES CONRAD DeZAO,
III, CHAPTER 11 DEBTOR AND DEBTOR-IN-
POSSESSION, IN SUPPORT OF MOTION TO SELL REAL
PROPERTY LOCATED AT 14 COUNTRY BROOK DRIVE,
MONTVILLE, NEW JERSEY, FREE AND CLEAR OF
LIENS, CLAIMS AND ENCUMBRANCES PURSUANT TO
11 U.S.C. § 363(b), (f), AND (m)**

**TRENK, DiPASQUALE,
DELLA FERA & SODONO, P.C.**
347 Mount Pleasant Avenue, Suite 300
West Orange, New Jersey 07052
(973) 243-8600
*Counsel to James Conrad DeZao, III,
Chapter 11 Debtor and Debtor-in-
Possession*

Of Counsel:
Anthony Sodono, III

On the Brief:
Anthony Sodono, III
Michele M. Dudas

PROCEDURAL HISTORY AND BACKGROUND¹

I. Background

A. The Parties and Chapter 11 Case

Denise DeZao (“Ms. DeZao”) is the Debtor’s ex-wife. Ms. DeZao and the Debtor purchased the real property located at 14 Country Brook Drive, Montville, New Jersey (“Property”) in 1994 and it was used as their former marital residence.

The Property is approximately 7,500 feet situated on approximately one (1) acre of land, with seven (7) bedrooms, with six (6) full bathrooms and two (2) half bathrooms. It was built in or about 1996. In or about September 2003, the Debtor transferred his one-half (1/2) interest in the Property to Ms. DeZao.

On April 26, 2017, a Final Dual Judgment of Divorce (“Divorce Judgment”) was entered in the Superior Court of New Jersey, Chancery Division, Family Part, Morris County, at Docket No. FM-14-438-14 (the “Matrimonial Action”). The Debtor was awarded an equitable interest in the Property in the Matrimonial Action. Relevant portions of the Divorce Judgment are annexed to the Certification of the Debtor as *Exhibit “A.”*

The Divorce Judgment provides that in the event of a sale of the Property, that the proceeds are to be split equally between the Debtor and Ms. DeZao, but any arrears owed to Ms. DeZao were to be paid from the Debtor’s share.

Pre-petition, there was a contract pending for the sale of the Property for \$1,300,000² (“Contract”) with Sengshiu Chung and Lih-Hua Chen (collectively, “Purchasers”). There were

¹ The Procedural History and Background Facts are from the Certification of the Debtor and Certification of the Broker in support of the Motion.

² The original Contract provides for a sale price of \$1,400,000. After a series of amendments were executed by the parties, the sale price was eventually reduced to \$1,300,000.

several amendments to the Contract. The Contract, with amendments up through the Filing Date (defined below), are annexed to the Certification of the Debtor as *Exhibit "B."*

There are three (3) mortgages against the Property, totaling approximately \$475,000. The First Mortgage is in favor of Bank of America ("BofA") in the estimated amount of \$156,000. The Second Mortgage is also in favor of BofA in the estimated amount of \$193,000. The Third Mortgage is in favor of Lincoln Park Savings Bank ("Lincoln") in the estimated amount of \$123,000. Upon information and belief, there are tax liens in favor of the Internal Revenue Service ("IRS") and State of New Jersey ("State") regarding tax debts which Ms. DeZao and the Debtor are jointly and severally liable for.

There is a dispute between Ms. DeZao and the Debtor regarding whether she is jointly liable for 2013 taxes owing to the IRS in the amount of approximately \$725,000. There was an Order entered in the Matrimonial Action on February 22, 2017, which held that they were jointly liable for all tax liabilities. The Divorce Judgment also references that the Debtor and Ms. DeZao are both jointly liable, but deferred to the taxing authorities. Ms. DeZao maintains that she was awarded "Innocent Spouse Relief," but that fact is in dispute. See relevant portions of documents attached to the Certification of the Debtor as *Exhibit "C."* Therefore, until these issues are resolved, the Debtor and Ms. DeZao request that the sale be approved, and after satisfying the debts listed in Section B, below, that the balance be held in escrow.

The IRS has indicated that it would provide the Estate with a \$50,000 carve-out for legal fees incurred in this Chapter 11 case.

On June 16, 2017 ("Filing Date"), the Debtor filed his voluntary petition under Chapter 11 of the Bankruptcy Code, *i.e.*, Title 11 of the United States Code, in the United States Bankruptcy Court for the District of New Jersey.

On or about June 13, 2017, the Purchasers terminated the Contract. Since the Filing Date, counsel engaged in discussions with the Purchasers' counsel in an attempt to reinstate the Contract.

On July 12, 2017, the Debtor filed an Application to retain Century 21 Wessex Realty ("Broker") as broker, to continue negotiations with the Purchasers and market the Property for sale (Docket No. 19). The Application was granted by Order dated July 24, 2017 (Docket No. 22).

Purchasers indicated that they were willing to proceed with the Contract, but, in addition to bankruptcy-related amendments, also required the following terms and conditions: (a) closing by November 30, 2017; (b) all personal property listed on the Contract remains at the Property; (c) the house must be in the same condition as it was in at the time it was inspected in early-2017, up through walk-through on the closing; and (d) \$15,000 will remain in escrow until next Summer for the inspection of the air conditioning unit and pool.

Ms. DeZao did not consent to the sale. Therefore, on August 2, 2017, the Debtor filed an Adversary Complaint against Ms. DeZao seeking to sell her interests in the Property pursuant to 11 U.S.C. § 363(h) at Adv. Pro. No. 17-1498 (JKS) ("Adversary Proceeding").

On or about August 22, 2017, the Debtor entered into a Fifth Amendment to the Contract ("Fifth Amendment"), which outlines the terms above, and addresses bankruptcy-related sale issues.

In mid-September 2017, the Purchasers did a walk-through of the Property and discovered that certain personal property was sold, transferred or otherwise disposed of by Ms. DeZao ("Missing Personalty").

On or about September 29, 2017, Ms. DeZao also executed the Fifth Amendment. A copy of the Fifth Amendment is annexed to the Debtor's Certification as *Exhibit "D."* As a result of her cooperation, the Adversary Proceeding was also resolved around that time, and a Consent Order resolving the Adversary Proceeding was entered on November 16, 2017 ("Consent Order"). The Consent Order specifically provides for the balance of the sale proceeds to be held in escrow pending resolution of the disputed debts and distributions.

The Purchasers insisted on a credit of \$50,000 for the Missing Personalty. As a result, the Contract was once again terminated.

The Purchasers reinstated negotiations, and after once again reinspecting the Property in mid-November 2017, all parties agreed upon a \$1,290,000 purchase price, which provides credits for the items sold by Ms. DeZao, and is conditioned upon certain chandeliers and chairs remaining at the Property. Ms. DeZao also agreed to repair a broken window. A copy of the proposed Sixth Amendment to the Contract is annexed to the Debtor's Certification as *Exhibit "E."*

Proposed Distribution of Sale Proceeds at Closing

The Debtor and counsel reviewed the title search obtained by Purchasers (against Ms. DeZao only, since she was the only party that had an ownership interest in the Property at the time the Contract was negotiated) (the "Title Report") that reveal there are certain liens against the Property. A copy of the Title Report is annexed to the Debtor's Cert. as *Exhibit "E."* The Debtor requests that that the following debts be satisfied at closing, with the balance of the sale proceeds being held in escrow by the Debtor's undersigned counsel:

DESCRIPTION	AMOUNT
Contract Sale price	\$1,290,000
Broker (5%), plus \$100 listing fee	\$64,600
First Mortgage (BofA)	\$156,000 (estimated)
Second Mortgage (BofA)	\$193,000 (estimated)
Third Mortgage (Lincoln Savings Bank)	\$125,000 (estimated)
Property Tax Lien(s)	\$50,000 (estimated)
Escrow for Pool and Air Conditioning	\$15,000
Closing Costs, including Realty Transfer Fee	\$15,000 (estimated)
Balance:	\$671,400

The remaining balance of approximately \$671,000 will be held in escrow pending further Order of this Court regarding the Order and priority of the liens, including whether the liens are joint liabilities of Ms. DeZao and the Debtor, or solely the responsibility of one or the other of them.

C. Request for Authority to Sell Property Free and Clear of Alleged Liens Pursuant to 11 U.S.C. § 363(f)

The Title Report reveals the following liens against the Property:

	Date of Lien	Creditor	Liability of Debtor	Liability of Ms. DeZao	Joint Liability
1.	05/28/2004	BofA			\$155,001.86
2.	12/02/2005	BofA			\$192,701.17
3.	01/11/2013	Lincoln			\$125,000.00
4.	09/24/2015	State		\$190,633.25	
5.	12/07/2015	Property Tax Lien			\$50,000 (estimate)
6.	06/07/2016	Marcum, LLP		\$49,000.00	\$66,950.46
7.	01/04/2017	Shore Community Bank		\$149,163.02	

	Date of Lien	Creditor	Liability of Debtor	Liability of Ms. DeZao	Joint Liability
8.	01/10/2017	IRS (2012)			\$26,108.29
8.	01/10/2017	IRS (2013)			\$722,100.39
8.	01/10/2017	IRS (2014)			\$169,213.05
		Total	\$0	\$388,796.27	\$1,507,075.20

There is no dispute as to the first three (3) mortgages against the Property in favor of BofA and Lincoln. With respect to the Judgment of the State of New Jersey (“State”), it is a joint tax liability of Ms. DeZao and the Debtor. As of this date, the State has not filed a Proof of Claim in this proceeding. The amount owed to the State is in dispute.

As for the Mortgage lien in favor of Marcum, LLP (“Marcum”), it was the Court-Ordered expert in the Matrimonial Action. The Marcum Mortgage is only executed by Ms. DeZao. Ms. DeZao has asserted that the Court in the Matrimonial Action ordered the mortgage be recorded against the Property. The Debtor is unaware of this fact, but is aware that the Divorce Judgment provides that \$49,000 of the amount owed to Marcum be paid by Ms. DeZao from the proceeds of the sale of a ring. Therefore, while this lien is in dispute, there is the possibility that this debt is only the responsibility of Ms. DeZao, but at the very least, should be considered as set forth above.

The Judgment lien of Shore Community Bank (“Shore”) relates to a deficiency judgment filed by Shore based upon a foreclosed property that Ms. DeZao and the Debtor formerly owned in Brick, New Jersey. The amount owed is in dispute, and the Judgment appears on the Title Report against Ms. DeZao, only. The Judgment of Shore should be properly classified as an unsecured debtor, as Shore failed to properly perfect its Judgment lien in accordance with In re Italiano, In re Italiano, 66 B.R. 468 (Bankr. D.N.J. 1986).

Finally, the tax liens in favor of the IRS relate to taxes owed for 2012 through 2014. Ms. DeZao asserts she was awarded Innocent Spouse Relief for 2013. The Debtor submits she was

awarded relief from the debt because the IRS determined she never signed the 2013 tax return in question, but has never re-filed or signed a return for 2013. Based upon this determination, the Debtor is informed that the IRS did not further investigate the Innocent Spouse Relief. The Debtor submits Ms. DeZao will ultimately have liability for the 2013 taxes once she files her return. Moreover, this matter is the subject of a pending (but stayed) Tax Appeal Docket No. 467-17. Therefore, the amount owed to the IRS is also in dispute.

D. The Property is Being Sold in Good Faith, for Value and Subject to Higher and Better Offers

Neither the Debtor nor Ms. DeZao has any relationship with the Purchasers. Upon information and belief, the Purchasers have no relationship with the Broker.

The sale has been negotiated at arms' length and in good faith. The Debtor is convinced that the purchase price represents the fair market value of the Property based upon the following factors: (a) the Property was listed for several months, shown more than a dozen times, and this is the only viable offer for the Property; and (b) based on the condition of the Property and repairs and improvements that need to be made, it represents the current value.

The Debtor will consider higher and better offers through the sale hearing. He is also filing a Notice of Proposed Private Sale. Accordingly, in addition to the parties-in-interest identified on the Certification of Service filed herewith, creditors will receive notice of the proposed sale.

The Debtor anticipates that the sale of the Property will realize significant funds for the benefit of the Estate, which will pay off the majority of the secured creditors, and significantly reduce the tax and other liabilities of Ms. DeZao and the Debtor. It will reduce obligations to Ms. DeZao he is required to satisfy pursuant to the Divorce Judgment.

II. Marketing Efforts

In or about October of 2015, the Broker was contacted by Ms. DeZao to market the Property for sale. Based upon comparable market sales, the Property was listed for sale at \$1,999,000. A copy of the Comparable Market Analysis (“CMA”) from the time the Property was listed is attached to the Certification of the Broker as *Exhibit “A.”* There was a price reduction to \$1,795,000 in April 2016, which was gradually decreased over the next several months to \$1,375,000 in October 2016.

In November 2016, the Broker presented an offer to Ms. DeZao from Sengshiu Chung and Lih-Hua Chen (collectively, “Purchasers”) in the original amount of \$1,400,000, which was eventually reduced to \$1,300,000. The Contract price included nearly all personal property located in the Property. After attorney review concluded, the Property was taken off the market in December 2016.

During the time the Property was listed, it was shown approximately fifteen (15) times. Besides Purchasers, there was only one (1) other offer for the Property, which never went past the attorney-review stage.

Upon information and belief, no one has resided in the Property since in or about March 2017. Based upon the age of the Property and existing conditions, it requires some upkeep and maintenance.

The residence located next to the Property at 15 Country Brook Drive in Montville is currently listed for sale at \$1,150,000. Although it is a smaller square footage of approximately 6,000 square feet and five (5) bedrooms and five (5) bathrooms, it is in a better condition than the current Property.

After negotiations terminated with the Purchaser in October 2017, the Broker continued to market the Property. Only one other offer came in in early-November, 2017, which was in the amount of \$1,100,000.

Based upon the Broker's professional opinion, he opined that the sale price of \$1,290,000 is fair and represents the true value of this Property. He will continue to market and show the Property up through the hearing date on the Motion, and solicit higher and better offers for presentment to the Debtor's counsel.

LEGAL ARGUMENT

RELIEF REQUESTED AND BASIS THEREFOR

The Debtor is seeking to sell his rights, title, and interest, along with the ownership interests of Ms. DeZao, in the Property pursuant to 11 U.S.C. § 363(b), (f), and (m).³

A. Sale Free and Clear Pursuant to 11 U.S.C. § 363

The Debtor has the right to sell property of the estate in accordance with 11 U.S.C. § 363(b)(1), which provides:

[t]he trustee, after notice and a hearing, may use, sell, or lease,
other than in the ordinary course of business, property of the estate

...

11 U.S.C. § 363(b)(1).

The Property is an asset with significant value, which the Debtor was awarded a fifty (50%) percent equitable interest in pursuant to the Divorce Judgment. Absent a sale, there is no potential for the Property to satisfy secured creditors, including the taxing authorities.

³ Due to Ms. DeZao's consent of the sale as co-owner of the Property, the sale is also authorized pursuant to 11 U.S.C. § 363(h).

The Bankruptcy Code also provides that:

[t]he reversal or modification on appeal of an authorization under subsection (b) . . . of a sale . . . of property does not affect the validity of a sale . . . under such authorization to an entity that purchased . . . such property in good faith

11 U.S.C. § 363(m).

The Bankruptcy Code does not define “good faith.” The United States Court of Appeals for the Third Circuit has held that the phrase means one who purchases in “good faith” and for “value.” In re Abbotts Dairies of Pennsylvania, Inc., 788 F. 2d 143, 147 (3d Cir. 1986).

The bona fides of a purchaser at a § 363(b) sale has been described in the context of a judicial sale as follows:

[t]he requirements that a purchaser act in good faith . . . speaks to the integrity of his conduct in the course of the sale proceedings. Typically, the misconduct that would destroy a purchaser’s good faith status at a judicial sale involves fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.

See id. (citations omitted). Upon information and belief, the Purchasers are third parties completely unrelated to the Debtor and/or Ms. DeZao. This is the only pending offer for the Property. The Property was listed with the Broker for several months before Purchaser’s offer was finalized, and while considering the other offers made for the Property. The Debtor believes that the sale of the estate’s interest in the Property is fair, reasonable, and in the best interests of the estate and creditors, particularly when factoring in the carve-out being provided by the IRS.

The Debtor’s proposed sale is for “fair value” to a “good faith purchaser” and has substantial business justification, thereby meeting the “fair value” test adopted by the Third Circuit in Abbotts. Thus, the prerequisites of 11 U.S.C. § 363(b) are fulfilled. The Broker has opined that the sale price is within the range of the value of the Property.

Pursuant to 11 U.S.C. § 363(f), a Trustee may sell property under § 363(b) free and clear of any interests or liens in such property if one of the following criteria is met:

- (1) Applicable nonbankruptcy law permits the sale of such property free and clear of such interests;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity would be compelled in a legal or equitable proceeding to accept the money satisfaction of such interest.

See 11 U.S.C. § 363(f).

The language of § 363(f) is in the disjunctive, so a sale free and clear of liens, claims, and interests can be approved if any one of the aforementioned conditions contained in § 363(f) is met. See 3 Collier on Bankruptcy, ¶ 363.06, p. 363-44 (15th ed. 1997). Accordingly, the Debtor's proposed sale meets the requirements of subsections (f)(4), in that the Disputed Liens are in *bona fide* dispute, as outlined above. Additionally, there will be a \$50,000 carve-out to the estate by the IRS for administrative fees.

The sale of the Property will satisfy the Undisputed Liens, and satisfy the majority of the Disputed Liens, particularly the debts owed to the IRS and State, which are also joint liabilities of Ms. DeZao. The Debtor reserves all rights to review the claims and move to object to certain claims, including any secured claims. Based upon sale proceeds for the Property and carve-out, administrative professional claimants will receive a distribution, and it will free up the Debtor's ability to partially satisfy significant tax debts, and allow him to focus of formulating a Plan

which provides for a distribution to other creditors. Therefore, the Debtor, in his business judgment, believes the sale of the Property, provides a benefit to the estate.

Therefore, the Debtor seeks to sell the estate's interest in the Property pursuant to 11 U.S.C. § 363 (b), (f) and (m).

B. Sale Should Be Authorized Pursuant to 11 U.S.C. § 105(a)

The relief requested by the Debtor in the Motion is also consistent with this Court's equitable powers pursuant to section 105(a) of the Bankruptcy Code. Section 105(a) empowers the Court to "issue any order, process, or judgment that is necessary to carry out the provisions of [the Bankruptcy Code]." 11 U.S.C. §105(a). As one court acknowledged, Section 105 of the Bankruptcy Code confers broad powers on bankruptcy courts:

[Section] 105 [is] an omnibus provision phrased in such general terms as to be the basis for a broad exercise of power in the administration of a bankruptcy case. The basic purpose of [section] 105 is to assure the bankruptcy courts power to take whatever action is appropriate or necessary in aid of its jurisdiction

Davis v. Davis (In re Davis), 170 F.3d 475, 492 (5th Cir. 1999) (internal citations and quotations omitted); see also In re Kaiser Aluminum Corp., 456 F.3d 328, 340 (3rd Cir. 2006). Under Section 105(a) of the Bankruptcy Code, this Court has expansive equitable power to fashion any order or decree that is in the interest of preserving or protecting the value of the debtor's assets. See Coie v. Sadkin (In re Sadkin), 36 F.3d 473, 478 (5th Cir. 1994). The facts of this case further Section 105's purpose.

If the sale is not consummated, the only other alternative is that the house will eventually be sold at foreclosure, and creditors will likely not recover an amount comparable to what is proposed through the sale. There are joint liabilities of the Debtor and Ms. DeZao which will either be paid in full or drastically reduced, which will allow the Debtor to pay down significant

priority debt. This includes potentially non-dischargeable debt in the form of domestic support obligations owed to Ms. DeZao.

The Debtor respectfully submits that the sale satisfies the applicable legal standards, is fair, equitable and reasonable, and should be approved by this Court. The Debtor recognizes that it is extraordinary relief to sell the Property free and clear of all liens, claims and encumbrances of Ms. DeZao as a non-debtor, but equity dictates the exception in this situation.

C. Fed. R. Bankr. P. 6004(h)

Bankruptcy Rule 6004(h) provides that “an order authorizing fourteen (14) days after entry of the order, unless the court orders otherwise.” By this application, the Debtor seeks to waive the stay requirements under Rule 6004(h) in connection with the sale of the estate’s interest in the Property.

CONCLUSION

Based upon foregoing, the Debtor seeks to sell the Property, free and clear of liens, claims and encumbrances pursuant to 11 U.S.C. § 363(b), (f) and (m), seeks a waiver of the stay requirements pursuant to Fed. R. Bankr. P. 6004(h), and such and other further relief as is just and equitable.

**TRENK, DiPASQUALE,
DELLA FERA & SODONO, P.C.**
*Counsel to James Conrad DeZao, III,
Chapter 11 Debtor and Debtor-in-
Possession*

Dated: December 5, 2017

By: /s/ Anthony Sodono, III
ANTHONY SODONO, III
MICHELE M. DUDAS

EXHIBIT B

**AMENDMENT OF CONTRACT
BY AND BETWEEN
SENGSHU CHUNG AND LIH-HUA CHEN, PURCHASER
AND
DENISE DEZAO, SELLER**

PROPERTY: 14 Country Brook Drive, Montville, NJ

The Contract of Sale between the above-captioned parties is hereby amended as follows:


1. Seller will include the lamps that were previously indicated as being excluded from the sale, and as are now marked as included on the attached photos.
2. Attorney review shall be deemed concluded upon the full execution of this Amendment by the Seller, Purchaser and Realtor.
3. The terms of the attached November 14, 2016 Nancy Wagner letter, modifying the November 8, 2016 Jason Rittie letter, are incorporated by reference herein to conclude contract negotiations and attorney review.
4. At the time of Closing, the Realtor, Jason Failla of Century 21 Wessex Realty, hereby agrees to reduce the sales commission by \$5,000.00.
5. This Addendum may be executed in counterparts and by facsimile and/or e-mail copy, each of which shall be deemed an original, but both of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Purchaser and Seller have hereby signed this Amendment the day and year as set forth below.


11/28/2016
Date


Sengshu Chung, Purchaser

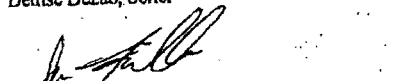
11/28/2016
Date

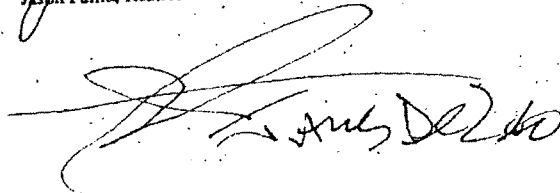

Lih-Hua Chen, Purchaser

12/2/2016
Date


Denise Dezaó, Seller

12-2-16
Date


Jason Failla, Realtor



Nancy M. Wagner
Attorney at Law
139 East Main Street
Rockaway, NJ 07866
Phone: 973-627-5459 Fax: 973-627-0038
NRWagner@optonline.net
November 14, 2016

Einhorn Harris
Jason Rittie
165 East Main Street
Denville, NJ 07834

RE: Dezao to Chung and Chen
14 Country Brook Drive, Montville, NJ

Dear Mr. Rittie:

Please be advised that I represent the seller in the above named matter. I have been told that you represent the purchasers. I have reviewed the contract of sale as well as your addendum letter dated November 8, 2016 and must disapprove them in the present form. I will approve them however, with the following modifications:

- OK 1. Any and all representations are made to the best of sellers' knowledge. These representations shall not survive closing of title. *within 10 days after*
- OK 2. The additional deposit is due ~~upon~~ *upon* completion of attorney review and will be held in the non-interest bearing trust account of Nancy Wagner. This is an affirmative obligation of the purchaser. ~~Attached are wiring instructions~~ *(see M)*
- OK 3. This contract is not contingent upon the sale, lease or refinance of any real estate owned by the purchasers. The purchasers may not cancel this contract pursuant to the mortgage contingency in the event the sale, lease or refinance is a condition of the mortgage commitment.
- OK 4. Paragraph 26. Delete any reference to the seller paying half the buyers' title/settlement charges.
- OK 5. Delete paragraphs 27 and 31. The realtors' commission shall be earned due and payable upon closing of title. Both parties have their remedies at law and equity.
- OK 6. The purchasers are responsible for the mansion tax as the property is over one million dollars. The amount is \$14,000.00 due at closing. The seller is responsible for the realty transfer fee which is \$14,415.00

As to the addendum:

2 *W* ****** The parties acknowledge that they desire to close on or about December 20, 2016, and purchasers will endeavor to close on or about that date. However, due to the extended attorney review period and upcoming holidays, in the event purchasers' mortgage lender requires additional time to close, purchasers shall have the option to extend the closing date up to an additional 15 business days to allow the mortgage lender time to close this transaction, and if further time is required, as the parties may otherwise agree.

- OK Number 1: The seller will provide any back title available. If the survey is less than 5 years old and there have been no changes, the seller agrees to sign a survey affidavit of no change. The purchasers must sign as well as the seller will not incur any liability if for some reason the survey is incorrect.
- OK Number 2: The sellers' attorney will provide any payoff statements in a timely fashion prior to closing of title.
- OK Number 3: The time period for the inspections and delivery of the reports shall be 10 business days, except for the radon which shall be 14 business days.
- OK Number 4: Delete the last sentence.
- OK Number 5: The expenses are not to exceed \$1000.
- OK Number 8: Add, subject to any resolutions made pursuant to the inspection contingency.
- OK Number 9: Reasonable opportunity to cure shall be 3 business days.
- OK Number 10: All representations are made to the best of the sellers' knowledge. The purchasers however, must rely on their own due diligence. If any representations are not accurate, the seller has to address them or the purchasers have the option to cancel the contract. This does not survive closing of title.
- OK Number 11: There is no association.
- OK Number 12: Delete the word warrants. All representations are made to the best of seller's knowledge and does not survive closing of title.
- OK Number 12h: The seller does represent that proper permits and approvals were obtained during her period of ownership. The purchasers must perform their own due diligence and obtain copies of same from the town. If there are any open permits, the seller must have them closed out prior to closing or the purchasers have the option to cancel the contract.
- OK Number 16: The seller is not obligated to grant an extension for the mortgage contingency. The purchasers must make a good faith effort to obtain their mortgage. If the purchasers do not have their commitment by the contractual date, the seller has the option to grant an extension.

~~Number 10: Delete this paragraph.~~ - not acceptable. This provision must remain. (M)

Addendum page:

The following statement must be clarified:

All items shown in the advertised listing pictures - See attached MLS and photos attached

OK - The family pictures with frames are not included in the sale.

Please review these items with the purchasers and if you should find the same acceptable, please indicate so by signing the enclosed copy of this letter and return it to me. Thank you for your help and cooperation in this matter.

Very truly yours,

→ Items shown in attached pictures are not included. (M)

Nancy Wagner

Encl
Cc: Denise DeZao
Century 21 Wessex/Jason W. Failla

AS Amended,

Agreed and Accepted: Jason R. Rittie Date: 11/15/16
Jason R. Rittie, Attorney for
Purchasers with authorization

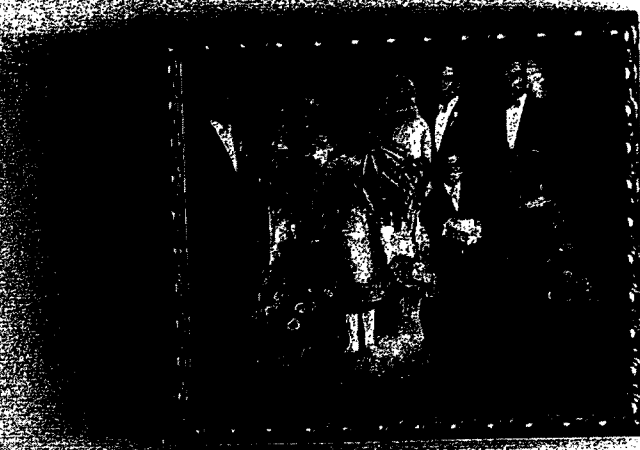
Further acknowledged and agreed to this ___ day of November, 2016,
as amended by Purchaser's attorney above. Attorney review is
now concluded.

Nancy Wagner 11/16/16
Nancy Wagner, attorney for seller
with authorization

James DeZao

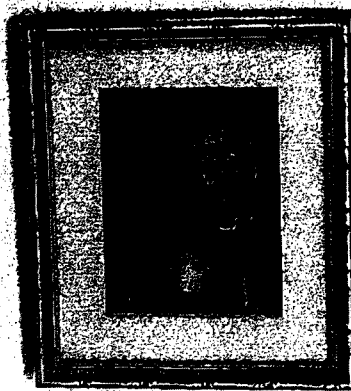
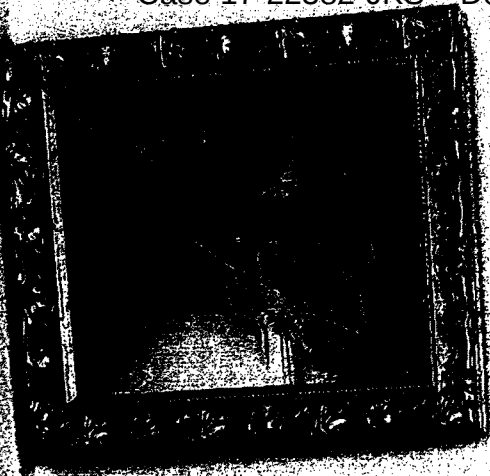


Excluded



Excluded

Excluded



Excluded

Excluded





Exmpx3



Excluded



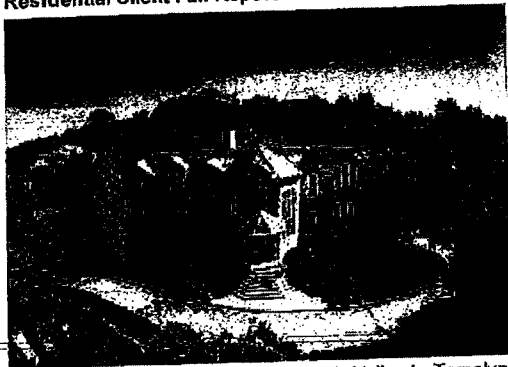
ISSUE



Included

Morris* Montville Twp.* (2322)

Residential Client Full Report



MLS#: 3262943 Section: Mansions
 Status: Active* ZN: Res.
 Rms: 20 GRS:
 Bdrm: 7 MSJR:
 FB: 6 HS:
 HB: 2 Acres: 1.05*
 ZIP: 07045-9684* LtSz: 1,050 AC*
 RZIP: 07045 SqFt:
 Block: 82.4* CLR:
 Lot: 11* CL: No
 Unit #: GSMLS.com: Yes
 Floor #: YB/Desc/Ren: 1996 / Approximate /
 Bldg #: PSubType: SinglFam
 FHA55+: No Style: Colonial
 Pets:
 LP: \$1,375,000
 OLP: \$1,999,000
 SP:
 LD: 10/28/2015
 UCD:
 CD:
 ADM: 383
 DOM: 383
 SDA: No

Directions: Changebridge to Passaic Valley to Tomalyn Hill to Country Brook
Remarks: Perched above one of Montville's most coveted neighborhoods, this custom built colonial will have you in awe from the moment you arrive. The grand foyer w/ Italian marble and a bridle staircase greets you and sets the tone for the grandeur ahead. A huge great room and dining room with large Anderson windows & gas fireplace looks out to a one of a kind heated Pugliese salt-water pool with hot-tub, waterfall & slide surrounded by Tennessee stone. The home was built to enjoy the views from the front & back and will not disappoint. Large gourmet designer kitchen w/ top of the line appliances and a separate eating area that captures the natural sun-light through its walls of glass & sky-lights. MBR incl. private deck, luxurious MB. Lower level walks out and includes a full in-law suite & kitchen.

INTERIOR

Appncs: CODetect, Central Vacuum, Cooktop-Gas, Dishwasher, Dryer, Generator
 Built In, Kitchen Exhaust Fan, Microwave Oven, WallOven(s)-Gas, Refrigerator,
 Washer
Bsmnt: Yes / Finished, Walkout
Dine: Formal Dining Room
Exclu: All Chandeliers.
FirePl: 2 / Bedroom 1, Gas Fireplace, Great Room
Floor: Marble, Stone, Wood
Handicap Modified:
IntFeat:
Kitch: Breakfast Bar, Center Island, Separate Dining Area
MstBr: Full Bath, Dressing Room, Fireplace, Walk-In Closet
MstBath: Jetted Tub, Stall Shower
P-Use:
In-law Suite: Yes/Bedroom 1, Full Bath, Kitchen, Living Room

EXTERIOR / OTHER FEATURES

Amnt:
Drive: / Circular, Concrete
Exterior: Brick
ExtFeat: Patio, Underground Lawn Sprinkler, Thermal Windows/Doors
Garage: 3 / Built-In Garage, Garage Door Opener
LotDesc:
Pool: Yes/Gunite, Heated
Roof: Composition Shingle

ROOM DIMENSIONS

LivRm: / First **DinRm:** / First **Kitch:** / First **Den:** / First **FamRm:** / First
Mstr: / Second **Bed2:** / Second **Bed3:** / Second **Bed4:** / Second
Office: /First **Foyer:** /First **Rec Room:** /First **Sunroom:** /First
LevelB: 1 Bedroom, Bath(s) Other, Inside Entrance, Kitchen, Outside Entrance, Rec Room, Storage Room, Walkout
LevelG:
Level1: Bath(s) Other, Breakfast Room, Den, Dining Room, Family Room, Foyer, Great Room, Kitchen, Laundry Room, Office, Pantry, Powder Room
Level2: 4 Or More Bedrooms, Bath Main, Bath(s) Other
Level3:
OthLev:

UTILITIES

Heat: Forced Hot Air, Multi-Zone
Cool: Central Air, Multi-Zone Cooling
Fuel: Gas-Natural
Service: Cable TV Available
Sewer: Public Sewer
Utilities: Gas-Natural
Water: Public Water
WtrHt: Gas

FINANCIAL INFORMATION / TAX INFORMATION

Taxes: \$36,612 / 2015 **TaxRt:** 2.188 / 2015 **BldAsmt:** \$1,313,600 **LndAsmt:** \$327,500 **TotAsmt:** \$1,641,100
Fee: \$ / **AppFee:** \$ **FarmAsmt:** No **HmWrnty:** No **OTP:** Fee Simple
Other: \$ / **Easement:** Unknown /
FeeIncl:

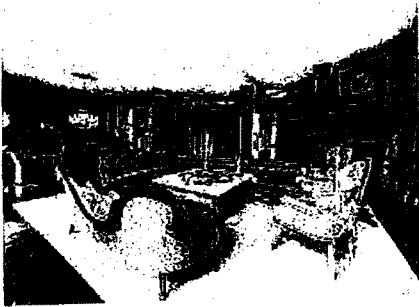
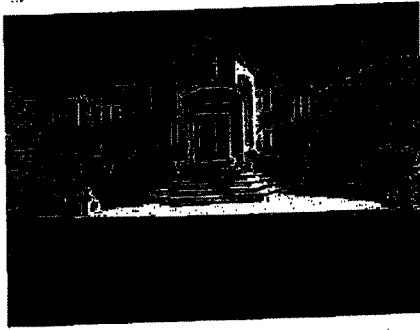
Info. deemed RELIABLE but not GUARANTEED - ALL Room Sizes are Approx.

JASON FAILL

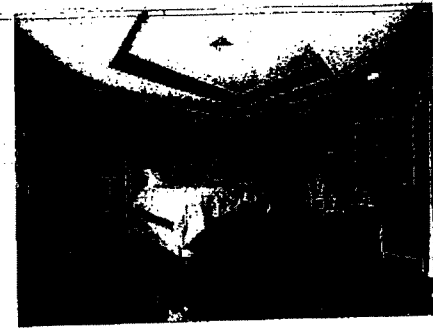
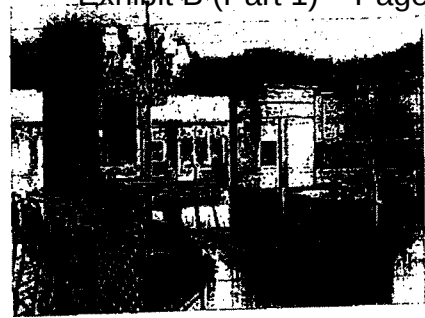
Copyright, Garden State M.L.S., L.L.C.

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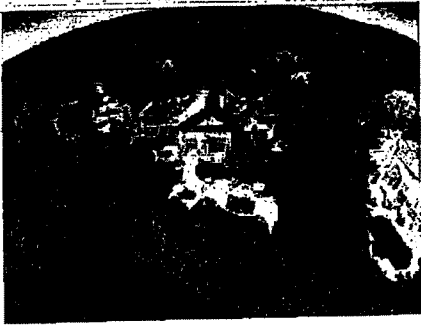
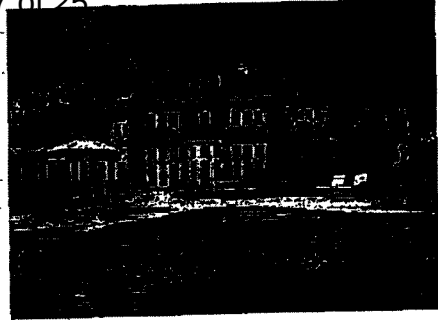
3262943, 14 Country Brook Dr*, Montville Twp.* (2322)



Included



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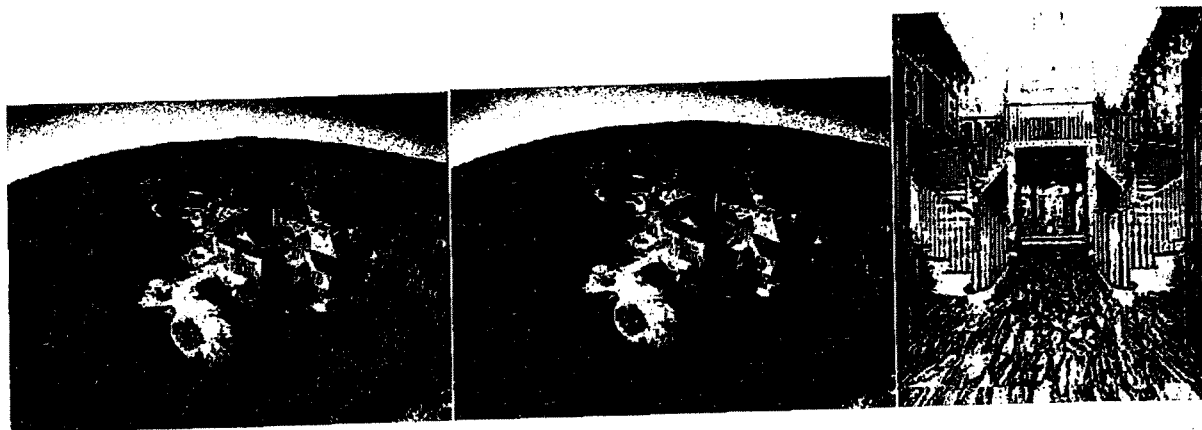


Copyright, Garden State MLS, L.L.C.

Info. deemed RELIABLE but not GUARANTEED - ALL Room Sizes are Approx.

JASON FAILLA

Included



Included



Included



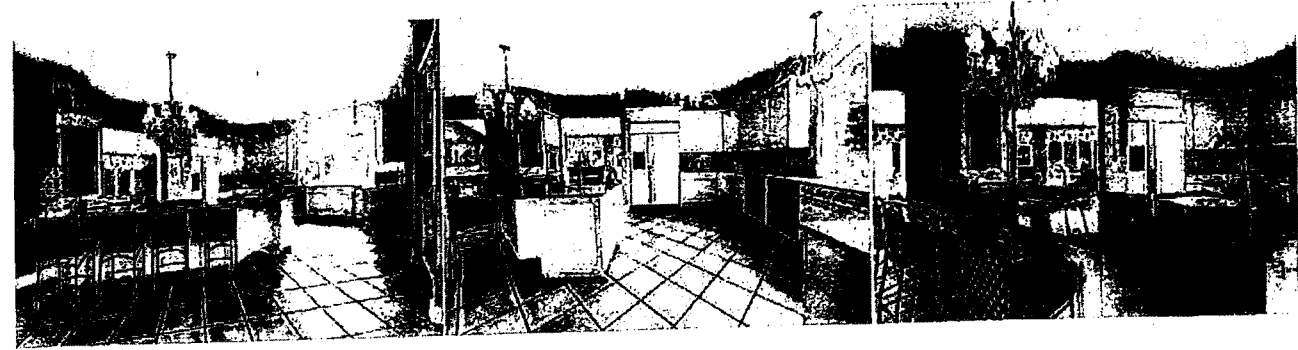
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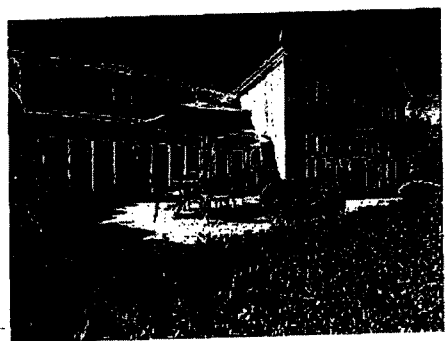
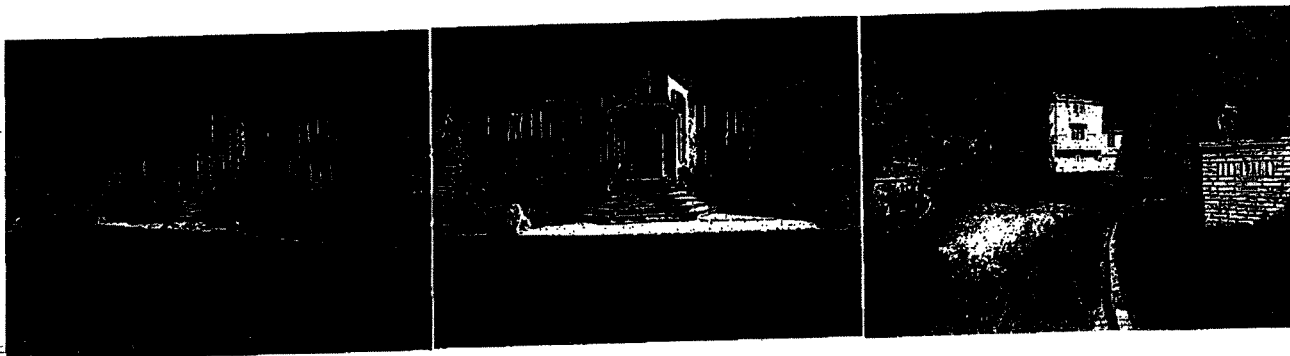
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Included



Included



Included

**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.

[Signature] 11/7/16
 SELLER DATE
 Denise Dezaio

[Signature] 11/7/2016
 BUYER DATE
 Sengshiu Chung

SELLER DATE

[Signature] 11/7/2016
 BUYER DATE
 Lih-Hua Chen

SELLER DATE

BUYER DATE

SELLER DATE
[Signature]
 Listing Broker
 Jason Failla

BUYER DATE
[Signature]
 Selling Broker
 Jason Failla

Prepared by: Jason Failla
 Name of Real Estate Licensee



165 East Main St. | P.O. Box 3010 | Denville, NJ 07834-3010
p 973.627.7300 | f 973.627.0869 | www.einhornharris.com

Jason R. Rittie
Attorney at Law
p 973.586.4944
f 973.627.2858
jrittie@einhornharris.com

November 8, 2016

VIA FACSIMILE AND EMAIL
(973-276-1888) – llisbona@dcllaw.com

Lynn A. Lisbona, Esq.
Dwyer Connell & Lisbona
100 Passaic Avenue
Fairfield, New Jersey 07004

Re: Real Estate Contract ("Contract") between Sengshiu Chung and Lih-Hua
Chen (the "Buyers") and Denise Dezao (the "Seller")
Property: 14 Country Brook Drive, Montville, New Jersey

Dear Ms. Lisbona:

Please be advised that this office has been retained to represent the Buyers, Shengshiu Chung and Lih-Hua Chen, with respect to their proposed purchase of the above-referenced property from your client, Denise Dezao. Buyers disapprove the Contract, but the Contract would be acceptable if the following amendments were made part of the Contract:

1. Seller shall provide the Buyers' attorney with all back title in their possession including Deed, survey and title insurance policy. This information shall enable the Buyers' attorney to obtain expedited title searches. In addition, in the event that Seller's survey is less than five (5) years old and if requested by Buyers, Seller shall deliver to Buyers and Buyers' mortgage lender, at closing, a Survey Affidavit of No Change.
2. Seller shall provide the Buyers' attorney with the name, address, phone number and account number for all mortgagees holding a lien on the subject premises. This information shall enable Buyers' attorney to obtain early and accurate payoff statements. If requested, Seller shall also provide Buyers' attorney with a written and signed authorization to obtain payoff information.
3. All inspection contingencies (for example, Radon, Wood Destroying Insect and Home inspections) contained in the Contract shall be extended to allow 10 business days from the end of attorney review for the inspection to be completed and for the results of said inspections to be received from the independent laboratories. Buyers will supply the reports to Seller within 3 business days of their receipt of same. Any tests that cannot be completed within the inspection period, including pool, septic, environmental, radon, mold or lead paint testing, will be furnished within 3 business days of their receipt, with the Buyers preserving any and all rights under the home inspection clause.
4. All time frames (including payment of the deposit, house sale contingency, mortgage contingency and inspections) shall commence after the attorney review period has been completed. Business days shall replace calendar days in the Contract.

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5. The Contract shall be amended to the extent that if any easements, restrictions and/or facts disclosed by a title search and survey unreasonably interfere with the Buyers' use and enjoyment of the Property, the Buyers may cancel this Contract and receive a return of all deposit monies together with reimbursement for all title and survey expenses not to exceed the actual dollars spent by Buyer. If the Property is affected by zoning violations and the Seller is unable or unwilling to cure said violations, Buyers may cancel this Contract with return of all deposit monies and reimbursement by Seller of any and all actual search and survey expenses incurred.
6. Any liquidated damage provision contained in the Contract of Sale shall be removed and replaced with the following language: "In the event of a default by either party, the non-defaulting party may enforce this agreement by pursuing any legal or equitable remedies to which party may be entitled."
7. Seller represents, to the best of their knowledge, that there is not now nor has there ever been any underground storage tank (UST) located on the site. If there is or ever was a UST on the site, the Seller shall provide the exact location of same and state whether or not it has been abandoned. Buyers shall be entitled to conduct a tank sweep or similar search during the home inspections. If the UST has been abandoned, then the Seller shall provide proof of compliance of all applicable laws concerning abandonment. Notwithstanding, Buyers shall be entitled to require the Seller to remove any UST prior to closing, and if Seller refuses to remove any abandoned or existing UST, then Buyers can terminate this contract. Further, if any UST exists or has been removed, the Buyers shall have the right to perform testing to determine if there is any contamination to the soil. In the event that the testing reveals contamination, then the Seller shall advise the Buyers whether or not they intend to remediate and clean the Property in accordance with local, State and/or Federal laws. If the Seller fails to remedy the contamination prior to closing, the Buyers may cancel the Contract and all deposit monies shall be returned to them. Further, Seller must comply with all local, State and Federal laws, rules and regulations regarding the UST prior to closing.
8. Any and all personal property included in the sale shall be delivered at closing and in working and operable condition.
9. Any provisions of the Contract which authorize the "automatic" happening of a waiver, cancellation or the like shall be deleted and notice must first be given with a reasonable opportunity to cure. All notices regarding the mortgage contingency, inspection contingencies, and the like shall be in writing and sent to the parties' respective attorney by mail, confirmed email, or by confirmed facsimile.
10. Seller represents that all representations and statements contained in the listing agreement, as well as the Seller's Disclosure Statement(s), are true and accurate and it is agreed that said representations are hereby made part of the Contract. Seller further understands that the Buyers are specifically relying upon those representations in entering into this Contract of Sale.

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11. Seller shall advise Buyers whether the Property is part of any type of homeowner's association to which Seller pays dues. In the event the Property is part of such an association, Seller will provide Buyers' attorney with the name, address and telephone number of said association to allow Buyers' attorney to obtain documentation from said association that all dues are current.

12. The following shall be inserted in the Contract:

Seller represents, warrants and covenants to Buyers that:

- (a) To the best of Seller's knowledge, there are no disputes, claims or litigation involving the Property.
- (b) Seller has received no notice and has no knowledge of any matter before the municipal authorities, including the planning board, board of adjustment, or zoning board, pertaining to the property adjacent or within 200 feet of the Property.
- (c) Seller has received no notice and has no knowledge of any added assessments or pending municipal assessments with respect to the Property.
- (d) Seller is, or will at the time of closing be, the sole, fee simple owner of the Property. If Seller is married, Seller's spouse shall join in the execution of the Deed and all related documents transferring the property.
- (e) To the best of Seller's knowledge, there are no encroachments from adjoining properties onto the Property that would prohibit the contemplated use of the Property.
- (f) Seller has not received any notice of any violation or alleged violation of any legal requirement affecting the Property, including, without limitation, any violation or alleged violation of any local, state or federal environmental, zoning, handicap, health, safety, or fire law, ordinance, code, regulation, rule or order, and specifically including, without limitation, variances or special permits affecting the Property and has no knowledge that such a violation exists.
- (g) There are no contracts, agreements or understandings, oral or written, including any leases or licenses agreements, that Seller has with any person, entity or governmental authority affecting the Property or which could give rise to claims affecting the Property that will survive the Closing or under which Buyers will be obligated to pay any sums from and after the Closing.
- (h) Seller has obtained any and all necessary building permits and/or approvals for any construction, repairs and/or improvements during Seller's period of ownership of the property. Within ten (10) days after conclusion of attorney review, Seller shall provide copies of all building permits and/or approvals. This representation shall survive the closing. In the event it is determined that Seller did not obtain any permits, or that

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permits were not closed out, Seller shall, at Seller's sole cost, obtain such permits or close out any open permits prior to closing.

- (i) Seller represents that there are no tenants or other occupants in the premises, and the premises shall be delivered vacant and broom clean at closing, and free of all personal property and debris, except for the personal property specifically included in this purchase transaction.
 - (j) Seller is not a "foreign person" as defined in FIRPTA. At closing, Seller will deliver a FIRPTA Affidavit.
 - (k) The Property is serviced by public water and public sewer.
13. This letter amendment may be executed in counterparts, all of which shall be deemed to be one in the same instrument, and it shall be sufficient for each party to have executed, at least one, but not necessarily in the same counterpart. In addition, this letter amendment may be executed and delivered by exchange of facsimile copies showing the signatures of the parties, and those signatures need not be affixed to the same copy. The facsimile copy showing the signatures of the parties will constitute originally signed copies of the same letter amendment requiring no further execution.
14. Any and all proposed changes to the Contract, as reflected herein or as may be reflected in a review letter of the attorney for the Seller, shall be subject to the approval of the Seller and the Buyers as evidenced by their respective signatures. In the alternative, and in accordance with the matter of Busciglio v. Dellafaye, 366 N.J. Super. 135 (App. Div. 2004), each attorney hereto represents that they have the authority to negotiate amendments to the Contract upon behalf of their respective clients and each attorney's signature to the final attorney review letter or rider is done with full consent and authority of their respective clients and binds that client to same.
15. Any paragraph making time of the essence is hereby deleted.
16. Paragraph 3D. is supplemented as follows: In the event a mortgage commitment is not received on or before "December 15, 2016", the Buyers shall have a 10 business-day extension during which time the Contract shall remain in full force and effect, and shall remain so until cancelled in writing by either party. If Buyers are unable to satisfy this contingency, all deposit monies paid shall be immediately refunded to Buyers.
- (a) Seller agrees that receipt of a mortgage commitment by Buyers which is conditioned upon acts or circumstances beyond the control of Buyers shall not be considered a satisfaction of the mortgage contingency.
 - (b) In the event Buyers' mortgage commitment is withdrawn prior to closing for reasons beyond Buyer's control, and/or in the event either Buyers becomes involuntarily unemployed, disabled or deceased, Buyers shall be deemed not to have received a commitment for the purposes of this contingency.

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- (c) In the event Buyers' lender does not appraise the premises for the purchase price, the parties agree to renegotiate the price in good faith. If a new price cannot be agreed upon, either party may terminate this Contract with all deposit monies refunded to Buyers.
17. In light of the new banking regulations supervised by the Consumer Finance Protection Board (CFPB) which became effective on October 3, 2015, both parties recognize that the closing date is an estimated date and is subject to compliance with all CFPB regulations and final mortgage lender approval. The parties understand that there are factors in the mortgage process that are beyond the parties' control and therefore both parties agree to be cooperative and responsive to any lender requests throughout the transaction. The Buyers agree to proceed in good faith and act diligently in responding to all lender requests. If the closing is delayed as the result of the CFPB requirement that a new closing disclosure be issued to the Buyers, there will be no penalty or cost imposed upon the Buyers. The Sellers will not be permitted to serve a Time of the Essence Notice for any delays caused compliance requirements mandated under the CFPB regulations. In the event that there is any final walk-through inspection issue, the parties understand that resolution of these issues may require a new disclosure of fees by the Buyers' lender to the Buyers and thereby result in a delay of the closing. The parties will cooperate with each other to resolve these issues and complete any repairs as expeditiously as possible.
18. Any errors or omissions in closing computations shall be corrected and any necessary payments and/or credits shall be immediately provided by the owing party upon discovery of same. This provision shall survive closing of title.
19. All notices to Seller and Buyers may be sent to their respective attorney by confirmed facsimile or confirmed PDF/email transmittal.
20. Paragraph 8 of the Contract is deleted in its entirety.
21. Line 71 is deleted beginning with "Buyers shall supply..." and ending on Line 72 at "... and involved attorneys."
22. Line 78 is amended to remove Seller's agent
23. Paragraph 31 of the Contract is deleted in its entirety
24. Paragraph 33 of the Contract is deleted in its entirety.
25. Paragraph 34 of the Contract is deleted in its entirety.
26. Seller agrees not to smoke inside the house from conclusion of attorney review through the Closing Date.
27. Seller agrees to remove all dog feces from the Property prior to Closing.
28. Seller reaffirms that all the items to be included in the purchase of the Property are set forth on the Addendum page attached to the Contract.

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Page 6

Please review these changes and indicate your acceptance by signing the enclosed copy of this correspondence and returning same to my office along with the back title information and the mortgagee information referred to in Paragraphs 1 and 2 above, so that we may conclude attorney review.

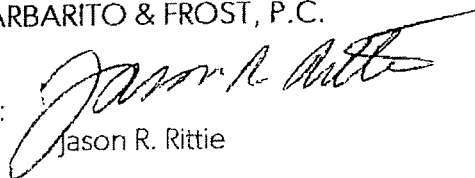
If you have any questions with respect to this correspondence, please do not hesitate to contact me.

Thank you.

Very truly yours,

EINHORN, HARRIS, ASCHER,
BARBARITO & FROST, P.C.

By:



Jason R. Rittie

JRR:aab

cc: Sengshiu Chung and Lih-Hua Chen (via email)
Jason Failla, Century 21 Wessex Realty (via Certified Mail/R.R.R and email)

ACCEPTED AND AGREED
THIS _____ DAY OF NOVEMBER, 2016

Lynn A. Lisbona, Esq.
Attorney for Seller

or

Denise Dezaio



STATEWIDE NEW JERSEY REALTORS® STANDARD FORM OF REAL ESTATE SALES CONTRACT

©2016 New Jersey 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 CANCEL THE CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.

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14	14. POINT OF ENTRY TREATMENT SYSTEMS	28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGEMENT	42. ADDENDA
			43. ADDITIONAL CONTRACTUAL PROVISIONS

1. PARTIES AND PROPERTY DESCRIPTION:

Sengshiu Chung ("Buyer"), Lih-Hua Chen ("Buyer"),
 _____ ("Buyer"), _____ ("Buyer"),
 whose address is/are 26 Robert Street, Parsippany, NJ 07054

AGREES TO PURCHASE FROM

Denise Dezao ("Seller"), _____ ("Seller"),
 _____ ("Seller"), _____ ("Seller"),
 whose address is/are 14 Country Brook Dr., Montville, NJ 07045

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

Property Address: 14 Country Brook Dr., Montville, NJ 07045
 shown on the municipal tax map of Montville County Morris
 as Block 82.4 Lot 11 (the "Property").

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

2. PURCHASE PRICE:

TOTAL PURCHASE PRICE	\$ 1,400,000.00
INITIAL DEPOSIT	\$ _____
ADDITIONAL DEPOSIT	\$ 140,000.00
MORTGAGE	\$ 1,120,000.00
BALANCE OF PURCHASE PRICE	\$ 140,000.00

Buyer's Initials: [Signature]

Seller's Initials: [Signature]
 Country Brook



3. MANNER OF PAYMENT:

(A) INITIAL DEPOSIT to be paid by Buyer to [] Listing Broker [] Participating Broker [] Buyer's Attorney [] Title Company [X] Other N/A, on or before _____ (date) (if left blank, then within five (5) business days after the fully signed Contract has been delivered to both Buyer and the Seller).

(B) ADDITIONAL DEPOSIT to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below on or before 10 Days after att. review (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been delivered to both the Buyer and the Seller).

(C) ESCROW: All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST BEARING TRUST ACCOUNT of Buyers Attorney, ("Escrowee"), until the Closing, at which time all monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed in writing by both Buyer and Seller. If 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.

(D) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE:

If payment of the purchase price requires a mortgage loan other than by Seller or other than assumption of Seller's mortgage, Buyer shall apply for the loan through any lending institution of Buyer's choice in writing on lender's standard form within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract, and use best efforts to obtain it. Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize the lender to communicate with the real estate brokers(s) and involved attorney(s). Buyer shall obtain a written commitment from the lending institution to make a loan on the property under the following terms:

Principal Amount \$ 1,120,000.00 Type of Mortgage: [] VA [] FHA [X] Conventional [] Other _____ Term of Mortgage: 30 years, with monthly payments based on a 30 year payment schedule.

The written mortgage commitment must be delivered to Seller's agent, who is the Listing Broker identified in Section 30, and Seller's attorney, if applicable, no later than December 15, 2016 (date)(if left blank, then within thirty (30) calendar days after the attorney-review period is completed, or if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within thirty (30) calendar days after the parties agree to the terms of this Contract). Thereafter, if Buyer has not obtained the commitment, then either Buyer or Seller may void this Contract by written notice to the other party and Broker(s) within ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later. If this Contract is voided, the deposit monies paid by Buyer shall be returned to Buyer notwithstanding any other provision in this Contract, provided, however, if Seller alleges in writing to Escrowee within said ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later, that the failure to obtain the mortgage commitment is the result of Buyer's bad faith, negligence, intentional conduct or failure to diligently pursue the mortgage application, then Escrowee shall not return the deposit monies to Buyer without the written authorization of Seller.

(E) BALANCE OF PURCHASE PRICE: The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's check or trust account check.

Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on December 20, 2016 (date) at the office of Buyer's closing agent or such other place as Seller and Buyer may agree ("the Closing").

4. SUFFICIENT ASSETS:

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

5. ACCURATE DISCLOSURE OF SELLING PRICE:

Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other governmental agencies as required by law.

6. ITEMS INCLUDED IN SALE:

The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings and fencing, gas and electric fixtures, cooking ranges and ovens, hot water heaters, flooring, screens, storm sashes, shades, blinds, awnings, radiator covers, heating apparatus and sump pumps, if any, except where owned by tenants, are included in this sale. All of the appliances shall be in working

Buyer's Initials: [Signature]

Seller's Initials: DD Country Brook

111 order as of the Closing. Seller does not guarantee the condition of the appliances after the Deed and affidavit of title have been delivered
112 to Buyer at the Closing. The following items are also specifically included (if reference is made to the MLS Sheet and/or any other
113 document, then the document(s) referenced should be attached.):
114 Pool Equipment, Window Treatments, Chandeliers *and all the items listed in the attached*

115 *addendum page.*
116

117
118 7. ITEMS EXCLUDED FROM SALE: (If reference is made to the MLS Sheet and/or any other document, then the document(s)
119 referenced should be attached.):
120

121
122
123
124 8. DATES AND TIMES FOR PERFORMANCE:
125 Seller and Buyer agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy
126 the terms of this Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this
127 Contract or required by applicable law, including but not limited to if the Closing has to be delayed either because a lender does not timely
128 provide documents through no fault of Buyer or Seller or for three (3) business days because of the change of terms as required by the
129 Consumer Financial Protection Bureau.
130

131 9. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE:
132 Seller makes no representations concerning existing zoning ordinances, except that Seller's use of the Property is not presently in violation
133 of any zoning ordinances.
134

135 Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property,
136 Seller shall obtain it at Seller's expense and provide to Buyer prior to Closing and shall be responsible to make and pay for any repairs
137 required in order to obtain the Certificate or Letter. However, if this expense exceeds \$ 500.00 (if left blank, then 1.5% of the
138 purchase price) to Seller, then Seller may terminate this Contract and refund to Buyer all deposit monies plus Buyer's reasonable expenses,
139 if any, in connection with this transaction unless Buyer elects to make repairs in excess of said amount at Buyer's expense, in which event
140 Seller shall not have the right to terminate this Contract. In addition, Seller shall comply with all New Jersey laws, and local ordinances,
141 including but not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, the cost of which shall
142 be paid by Seller and not be considered as a repair cost.
143

144 10. MUNICIPAL ASSESSMENTS: (Seller represents that Seller has has not been notified of any such municipal assessments as
145 explained in this Section.)
146

147 Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as
148 assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all
149 unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the
150 Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An
151 unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against
152 the Property.
153

154 11. QUALITY AND INSURABILITY OF TITLE:
155 At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory
156 to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12, of this
157 Contract. The Deed shall contain the full legal description of the Property.
158

159 This sale will be subject to utility and other easements and restrictions of record, if any, and such state of facts as an accurate survey
160 might disclose, provided such easement or restriction does not unreasonably limit the use of the Property. Generally, an easement is a
161 right of a person other than the owner of property to use a portion of the property for a special purpose. A restriction is a recorded
162 limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however,
163 if any easement, restriction or facts disclosed by an accurate survey would substantially interfere with the use of the Property for
164 residential purposes. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title
165 company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that
166 the ordinances do not render title unmarketable.
167

168 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business
169 in New Jersey, subject only to the claims and rights described in this section and Section 12. Buyer agrees to order a title insurance
170 commitment (title search) and survey, if required by Buyer's lender, title company or the municipality where the Property is located,

Buyer's *[Signature]*
Initials: *[Initials]*

Seller's *[Signature]*
Initials: *[Initials]*
Country Brook

171 and to furnish copies to Seller. If Seller's title contains any exceptions other than as set forth in this section, Buyer shall notify Seller
 172 and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the best of Seller's
 173 knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the Property
 174 as a Single family residential dwelling. Seller represents that all buildings and other improvements on the Property are
 175 within its boundary lines and that no improvements on adjoining properties extend across boundary lines of the Property.

176
 177 If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase
 178 price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall
 179 be returned to Buyer, together with the actual costs of the title search and the survey and the mortgage application fees in preparing for
 180 the Closing without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.

181
 182 **12. POSSESSION, OCCUPANCY AND TENANCIES:**

183 **(A) Possession and Occupancy.**

184 Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or
 185 profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right
 186 affecting the Property from the proceeds of this sale at or before the Closing.

187
 188 **(B) Tenancies.** Applicable Not Applicable

189 Occupancy will be subject to the tenancies listed below as of Closing. Seller represents that the tenancies are not in violation of any
 190 existing Municipal, County, State or Federal rules, regulations or laws. Seller agrees to transfer all security deposits to Buyer at the Closing
 191 and to provide to Brokers and Buyer a copy of all leases concerning the tenancies, if any, along with this Contract when it is signed by
 192 Seller. Seller represents that such leases can be assigned and that Seller will assign said leases, and Buyer agrees to accept title subject to
 193 these leases.

194

TENANT'S NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM

199
 200
 201 **13. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD: (This section is applicable only to all dwellings**
 202 **built prior to 1978.)** Applicable Not Applicable

203 **(A) Document Acknowledgement.**

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

207
 208 **(B) Lead Warning Statement.**

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

216
 217 **(C) Inspection.**

218 The law requires that, unless Buyer and Seller agree to a longer or shorter period, Seller must allow Buyer a ten (10) day period
 219 within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the
 220 right to waive this requirement in its entirety.

221 This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk
 222 assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and obtained by Buyer at
 223 Buyer's expense within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an
 224 attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) days after the parties agree to
 225 the terms in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint hazard is present
 226 at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or lead-based paint
 227 hazard is present at the Property, this contingency clause will terminate at the time set forth above unless, within five (5) business days from
 228 the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller
 229 and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment")

Buyer's
 Initials: *JK*

Seller's
 Initials: *DD*
 Country Bank

231 to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller
232 agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies
233 have been corrected, before the Closing. Seller shall have 10 (if left blank, then 3) business days after receipt of the Amendment
234 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
235 offer a counter-proposal, this Contract shall be null and void. If Seller offers a counter-proposal, Buyer shall have 10 (if left
236 blank, then 3) business days after receipt of the counter-proposal to accept it. If Buyer fails to accept the counter-proposal within the time
237 limit provided, this Contract shall be null and void.

238
239 **14. POINT-OF-ENTRY TREATMENT ("POET") SYSTEMS:** Applicable Not Applicable
240 A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a
241 structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing
242 well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation
243 Fund Claims Program, N.J.S.A. 58:10-23.11, et seq. The Buyer understands that Buyer will not be eligible to receive any such funds for the
244 continued maintenance of the POET system. Pursuant to N.J.A.C. 7:1J-2.5(c), Seller agrees to notify the Department of Environmental
245 Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.

246
247 **15. CESSPOOL REQUIREMENTS:** Applicable Not Applicable
248 (This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C.
249 7:9A-3.16.) Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if
250 this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located,
251 the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real
252 property transfer, except in limited circumstances.

253
254 (A) Seller represents to Buyer that no Cesspool is located at or on the Property, or one or more Cesspools are located at or on the
255 Property. [If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]

256
257 1. Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools
258 located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all
259 the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of
260 Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with
261 respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot
262 be installed at the Property, then Seller shall notify Buyer in writing within three (3) business days of its receipt of the Administrative
263 Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the
264 Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing
265 within seven (7) business days of receipt of the notice from Seller. If Buyer fails to timely void this Contract, Buyer shall have waived its
266 right to cancel this Contract under this paragraph, and Seller shall install the Alternate System and, at or prior to the Closing, deliver
267 to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative
268 Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the Closing; or
269

270 2. Buyer agrees that, at its sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools
271 located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an Alternate
272 System. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including
273 but not limited to reasonable attorneys' and experts' fees) arising from Buyer's violation of this paragraph. This paragraph shall survive
274 the Closing.

275
276 (B) If prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed by Seller
277 at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later
278 than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such
279 event, the parties in good faith shall agree, no later than seven (7) business days after sending or receiving the written notice of the newly
280 identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above
281 or such other agreement as satisfies the Standards, or either party may terminate this Contract.

282
283 **16. INSPECTION CONTINGENCY CLAUSE:**
284 (A) **Responsibilities of Home Ownership.**
285 Buyer and Seller acknowledge and agree that, because the purchase of a home is one of the most significant investments a person can
286 make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the
287 Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act
288 they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the multitude
289 of structural, topographical and environmental components of this Property. For example, and not by way of limitation, Brokers and
290 salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating physical defects, including

Buyer's Initials: MC Seller's Initials: DD
Country Brook

291 structural defects, roof, basement, mechanical equipment, such as heating, air conditioning, and electrical systems, sewage, plumbing,
292 exterior drainage, termite, and other types of insect infestation or damage caused by such infestation. Moreover, Brokers and salespersons
293 similarly have no special training, knowledge or experience with regard to evaluation of possible environmental conditions which might
294 affect the Property pertaining to the dwelling, such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic
295 chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.
296

297 **(B) Radon Testing, Reports and Mitigation.**

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

301
302 If the Property has been tested for radon prior to the date of this Contract, Seller agrees to provide to Buyer, at the time of the execution
303 of this Contract, a copy of the result of the radon test(s) and evidence of any subsequent radon mitigation or treatment of the Property.
304 In any event, Buyer shall have the right to conduct a radon inspection/test as provided and subject to the conditions set forth in paragraph
305 (D) 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
306 the subject dwelling, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of the
307 receipt of any such report. For the purposes of this Section 16, Seller and Buyer agree that, in the event a radon gas concentration level
308 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
309 concentration shall be deemed to be an acceptable level ("Acceptable Level") for the purposes of this Contract. Under those circumstances,
310 Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.
311

312 If Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is four picocuries per liter (4.0 pCi/L)
313 or more, Seller shall have a seven (7) business day period after receipt of such report to notify Buyer in writing that Seller agrees to
314 remediate the gas concentration to an Acceptable Level (unless Buyer has voided this Contract as provided in the preceding paragraph).
315 Upon such remediation, the contingency in this Contract which relates to radon shall be deemed fully satisfied. If Seller fails to notify
316 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
317 to an Acceptable Level, and Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) calendar
318 days thereafter. If Buyer fails to void this Contract within the seven (7) day period, Buyer shall have waived Buyer's right to cancel
319 this Contract and this Contract shall remain in full force and effect, and Seller shall be under no obligation to remediate the radon gas
320 concentration. If Seller agrees to remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed
321 by Seller prior to the Closing.
322

323 **(C) Infestation and/or Damage By Wood Boring Insects.**

324 Buyer, shall have the right to have the Property inspected by a licensed exterminating company of Buyer's choice, for the purpose of
325 determining if the Property is free from infestation and damage from termites or other wood destroying insects. If Buyer chooses to make
326 this inspection, Buyer shall pay for the inspection unless Buyer's lender prohibits Buyer from paying, in which case Seller shall pay. The
327 inspection must be completed and written reports must be furnished to Seller and Broker(s) within 10 (if left blank, then 14) calendar
328 days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-
329 Review Clause Section of this Contract, then within 10 (if left blank, then 14) calendar days after the parties agree to the terms of this
330 Contract. This report shall state the nature and extent of any infestation and/or damage and the full cost of treatment for any infestation.
331 Seller agrees to treat any infestation and cure any damage at Seller's expense prior to Closing, provided however, if the cost to cure exceeds
332 1% of the purchase price of the Property, then either party may void this Contract provided they do so within 10 (if left blank, then 7)
333 business days after the report has been delivered to Seller and Brokers. If Buyer and Seller are unable to agree upon who will pay for the
334 cost to cure and neither party timely voids this Contract, then Buyer will be deemed to have waived its right to terminate this Contract
335 and will bear the cost to cure that is over 1% of the purchase price, with Seller bearing the cost that is under 1% of the purchase price.
336

337 **(D) Buyer's Right to Inspections.**

338 Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge
339 of Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made by Seller, Brokers
340 or their agents as to character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to have
341 the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in subsection
342 G below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. If
343 Buyer chooses to make inspections referred to in this paragraph, such inspections must be completed, and written reports including a list
344 of repairs Buyer is requesting must be furnished to Seller and Brokers within 10 (if left blank, then 14) calendar days after the attorney-
345 review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section
346 of this Contract, then within 10 (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. If Buyer fails
347 to furnish such written reports to Seller and Brokers within the 10 (if left blank, then 14) calendar days specified in this paragraph,
348 this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for
349 furnishing the inspection reports is referred to as the "Inspection Time Period." Seller shall have all utilities in service for inspections.
350

Buyer's Initials:

Seller's Initials:

Country Brook

351 (E) Responsibility to Cure.

352 If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to
353 Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer
354 in writing that Seller shall correct or cure any of the defects set forth in such reports. If Seller fails to notify Buyer of Seller's agreement
355 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 fails to
356 agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other
357 than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to
358 void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the
359 seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force,
360 and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller agrees to correct or cure
361 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
362 the provisions of Paragraph (B), above.

363 (F) Flood Hazard Area (if applicable).

364 The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the
365 Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10)
366 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
367 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract.
368 If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood
369 policy to be in effect immediately, there must be a loan closing. There is a (30) calendar day wait for flood policies to be in effect for
370 cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty
371 (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.
372

373 Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with Buyer's purchase of this Property. The
374 National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy
375 premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the
376 NFIP, those premiums are increasing and, in some cases, will rise by a substantial amount over the premiums previously charged for
377 flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously
378 as an indication of the premiums that will apply after Buyer completes the purchase. In considering Buyer's purchase of this Property,
379 Buyer is therefore urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage,
380 the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may
381 increase in the future.
382

383 (G) Qualifications of Inspectors.

384 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified
385 by the State of New Jersey for such purpose.
386

387 17. MEGAN'S LAW STATEMENT:

388 Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders
389 in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law
390 and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information
391 as may be disclosable to you.
392

393 18. MEGAN'S LAW REGISTRY:

394 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.njsp.org. Neither
395 Seller or any real estate broker or salesperson make any representation as to the accuracy of the registry.
396

397 19. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)

398 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq, the clerks of municipalities
399 in New Jersey maintains lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site
400 condition. Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order
401 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
402 border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.
403

404 20 AIR SAFETY AND ZONING NOTICE:

405 Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of
406 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes as well as Seller's agent, shall provide notice to
407 a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and
408 Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards
409 promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges
410

Buyer's Initials: *MC*
cc

Seller's Initials: *DD*
Country Brook

411 receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to
 412 contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

Municipality	Airport(s)	Municipality	Airport(s)
Alexandria Tp.	Alexandria & Sky Manor	Manalapan Tp. (Monmouth Cty.)	Old Bridge
Andover Tp.	Aeroflex-Andover & Newton	Mansfield Tp.	Hackettstown
Bedminster Tp.	Somerset	Manville Bor.	Central Jersey Regional
Berkeley Tp.	Ocean County	Medford Tp.	Flying W
Berlin Bor.	Camden County	Middle Tp.	Cape May County
Blairstown Tp.	Blairstown	Millville	Millville Municipal
Branchburg Tp.	Somerset	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Monroe Tp. (Middlesex Cty.)	Old Bridge
Dennis Tp.	Woodbine Municipal	Montgomery Tp.	Princeton
Eagleswood Tp.	Eagles Nest	Ocean City	Ocean City
Ewing Tp.	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
E. Hanover Tp.	Morristown Municipal	Oldman Tp.	Oldmans
Florham Park Bor.	Morristown Municipal	Pemberton Tp.	Pemberton
Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown	Pequannock Tp.	Lincoln Park
Franklin Tp. (Hunterdon Cty.)	Sky Manor	Readington Tp.	Solberg-Hunterdon
Franklin Tp. (Somerset Cty.)	Central Jersey Regional	Rocky Hill Boro.	Princeton
Green Tp.	Trinca	Southampton Tp.	Red Lion
Hammonton Bor.	Hammonton Municipal	Springfield Tp.	Red Wing
Hanover Tp.	Morristown Municipal	Upper Deerfield Tp.	Bucks
Hillsborough Tp.	Central Jersey Regional	Vinland City	Kroelinger & Vineland Downtown
Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Wall Tp.	Monmouth Executive
Howell Tp.	Monmouth Executive	Wantage Tp.	Sussex
Lacey Tp.	Ocean County	Robbinsville	Trenton-Robbinsville
Lakewood Tp.	Lakewood	West Milford Tp.	Greenwood Lake
Lincoln Park Bor.	Lincoln Park	Winslow Tp.	Camden County
Lower Tp.	Cape May County	Woodbine Bor.	Woodbine Municipal
Lumberton Tp.	Flying W & South Jersey Regional		

442 The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the
 443 jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport,
 444 Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and
 445 Maguire Airforce Base and NAEC Lakehurst.

447 **21. BULK SALES:**

448 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,
 449 Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division
 450 of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten
 451 (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by
 452 promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer
 453 promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

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

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

Buyer's Initials: *JC*

Seller's Initials: *DD*

471 **22. NOTICE TO BUYER CONCERNING INSURANCE:**
472 Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance
473 be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary
474 commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent
475 or broker to assist Buyer in satisfying Buyer's insurance requirements.
476

477 **23. MAINTENANCE AND CONDITION OF PROPERTY:**
478 Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises
479 shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air
480 conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper
481 working order at the Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the
482 roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.
483

484 **24. RISK OF LOSS:**
485 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until
486 the Closing.
487

488 **25. INITIAL AND FINAL WALK-THROUGHS:**
489 In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized
490 representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable
491 time before the Closing. Seller shall have all utilities in service for the inspections.
492

493 **26. ADJUSTMENTS AT CLOSING:**
494 Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges
495 for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other
496 conveyancing expenses are to be paid for by Buyer.
497

498 Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as real
499 estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium
500 dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller's supplier. Such determi-
501 nation shall be conclusive.
502

503 If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid
504 in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage
505 lender, such as current interest or a deficit in the mortgage escrow account.
506

507 If the Property is used or enjoyed by not more than four families and the purchase price exceeds \$1,000,000, then pursuant to N.J.S.A.
508 46:15-7.2, Buyer will be solely responsible for payment of the fee due for the transfer of the Property, which is the so-called "Mansion
509 "Tax, in the amount of one (1%) percent of the purchase price.
510

511 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to
512 make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called
513 "Exit Tax,") as a condition of the recording of the deed.
514

515 If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real
516 Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be
517 withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.
518

519 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s)
520 required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute
521 and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in
522 connection with the amount(s) withheld.
523

524 There shall be no adjustment on any Homestead Rebate due or to become due.
525

526 **27. FAILURE OF BUYER OR SELLER TO CLOSE:**
527 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action
528 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action
529 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such
530 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the

Buyer's
Initials: JK
JK

Seller's
Initials: DD
Country Brook

amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.

28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:

By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate Relationships from the Brokers prior to the first showing of the Property.

29. DECLARATION OF BROKER(S)'S BUSINESS RELATIONSHIP(S):

(A) Century 21 Wessex Realty, (name of firm) and its authorized representative (s) Jason Failla

(name(s) of licenser(s))

ARE OPERATING IN THIS TRANSACTION AS A (Indicate one of the following)

SELLER'S AGENT BUYER'S AGENT DISCLOSED DUAL AGENT TRANSACTION BROKER.

(B) (If more than one firm is participating, provide the following.) INFORMATION SUPPLIED BY Jason Failla Century 21 Wessex Realty (name of other firm) HAS INDICATED THAT IT IS

OPERATING IN THIS TRANSACTION AS A (Indicate one of the following)

SELLER'S AGENT BUYER'S AGENT TRANSACTION BROKER.

30. BROKERS' INFORMATION AND COMMISSION:

The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by Buyer of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the full commission as set forth below to the below-mentioned Brokerage Firm(s) out of the proceeds of sale prior to the payment of any such funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase price set forth in Section 2 and shall include any amounts allocated to, among other things, furniture and fixtures.

Century 21 Wessex Realty 9000229
Listing Firm REC License ID

Jason Failla 0124405
Listing Agent REC License ID

435 Hollywood Ave, Fairfield, NJ 07004-2438

Address
(973)227-7000 (973)575-6139 (973)417-3222
Office Telephone Fax Agent Cell Phone

jason.failla@century21.com 2.5%
E-mail Commission due Listing Firm

Century 21 Wessex Realty 9000229
Participating Firm REC License ID

Jason Failla 0124405
Participating Agent REC License ID

435 Hollywood Ave, Fairfield, NJ 07004-2438

Address
(973)227-7000 (973)575-6139 (973)417-3222
Office Telephone Fax Agent Cell Phone

jason.failla@century21.com 2.5%
E-mail Commission due Participating Firm

31. EQUITABLE LIEN:

Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s) and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the dispute with Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).

Buyer's Initials: [Signature]

Seller's Initials: DD
Country Brook

591 32. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE: Applicable Not Applicable
592 A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract
593 that the person is a licensee. therefore discloses that he/she is licensed in New Jersey as
594 a real estate broker broker-salesperson salesperson referral agent.

595
596 33. BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:
597 Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any
598 amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those
599 documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who
600 disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when
601 either this Contract is finalized or the parties decide not to proceed with the transaction.
602

603 34. PROFESSIONAL REFERRALS:
604 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers
605 involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency of
606 the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or salespersons
607 harmless for any claim or actions resulting from the work or duties performed by these professionals.
608

609 35. ATTORNEY-REVIEW CLAUSE:
610 (1) Study by Attorney
611 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her
612 review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an
613 attorney for Buyer or Seller reviews and disapproves of the Contract.
614

615 (2) Counting the Time
616 You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or
617 legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.
618

619 (3) Notice of Disapproval
620 If an attorney for Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party
621 named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send
622 the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will
623 be effective upon sending. The personal delivery will be effective upon delivery to the Broker(s) office. The attorney may also, but need
624 not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.
625

626 36. NOTICES:
627 All notices shall be by certified mail, fax, e-mail, recognized overnight courier or electronic document (except for notices under the
628 Attorney-Review Clause Section) or by delivering it personally. The certified letter, e-mail, reputable overnight carrier, fax or electronic
629 document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise
630 specified in writing by the respective party.
631

632 37. NO ASSIGNMENT:
633 This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's
634 rights under this Contract to purchase the Property.
635

636 38. ELECTRONIC SIGNATURES AND DOCUMENTS:
637 Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction,
638 including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that
639 are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides
640 that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to
641 be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an
642 electronic signature of one of the parties to this Contract, do not have to be witnessed.
643

644 39. CORPORATE RESOLUTIONS:
645 If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate
646 resolutions have been duly approved and the person has the authority to sign on behalf of the entity.
647

648 40. ENTIRE AGREEMENT; PARTIES LIABLE:
649 This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its
650

Buyer's Initials:
se

Seller's Initials:
Country Brook

651 salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights
 652 and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.
 653

654 **41. APPLICABLE LAWS:**

655 This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to
 656 this Contract or the underlying transaction shall be venued in the State of New Jersey.
 657

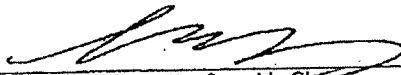

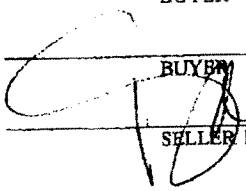
658 **42. ADDENDA:**

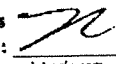
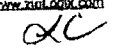
659 The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):

- | | |
|--|--|
| <input type="checkbox"/> Buyer's Property Sale Contingency | <input type="checkbox"/> Private Well Testing |
| <input type="checkbox"/> Condominium/Homeowner's Associations | <input type="checkbox"/> Properties With Three (3) or More Units |
| <input type="checkbox"/> FHA/VA Loans | <input type="checkbox"/> Seller Concession |
| <input type="checkbox"/> Lead Based Paint Disclosure (Pre-1978) | <input type="checkbox"/> Short Sale |
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Underground Fuel Tank(s) |
| <input type="checkbox"/> Private Sewage Disposal (Other than Cesspool) | |

666 **43. ADDITIONAL CONTRACTUAL PROVISIONS:**
 667
 668
 669
 670
 671
 672
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 675
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 677
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 680
 681

682 **WITNESS:**

_____		11/17/2016
_____	BUYER Bengshih Chung	Date
_____		11/17/2016
_____	BUYER Lih-Hua Chen	Date
_____	BUYER	Date
_____		11/17/2016
_____	SELLER Denise Deza	Date
_____	SELLER	Date
_____	SELLER	Date
_____	SELLER	Date

Buyer's Initials: 


Seller's Initials: 
 Country Bank

Addendum Page

ITEMS TO BE INCLUDED IN THE PURCHASE PRICE

Seller agrees to maintain and hand over the house to the buyer in the state as the advertised listing pictures. The items to be included in the purchase price and shall be transferred free of liens. These shall be deemed to include, but are not limited to, the following:

- All existing fixtures and fittings that are attached to the property.
- All furniture (including bedroom sets, mirrors, free standing carpentry, sofas, chairs, tables, dining sets, carpets, pool table and equipment, bar tables and chairs, area rugs, etc.)
- All fixtures and non-fixtures (including chandeliers, wall mounted light fixtures, paintings, wall decoration, etc.)
- All window treatments (including drapes, curtains, liners, drapery rods, blinds, cornices, shutters, shades, sheers and covers, etc.)
- All decorative items (including candle stands, table lamps, sculptures on top of fireplace, decoration plants, flower pots, wall mounted mirrors, Knick-knacks, all decorative items at tabletop, fireplaces and bedrooms, living rooms, bathroom and on the top of countertops and cabinets in kitchen, other rooms and basement, etc.)
- All appliances (refrigerator, stove, microwave, dish washer, washer, dryer, build in speakers and its stereo system, TV sets, intercom, etc.)
- All Accessories (light bulbs, fireplace inserts and attached fireplace tools, gas logs, pool cleaning equipment, etc.)
- All patio furniture, outdoor sculptures, pool equipment, Fountains, barbecue grill and plant pots
- keys for all doors, garage openers/remote controls, security system and its pass code.
- All the items shown in the advertised listing pictures.

Buyer's Initials: JK OR

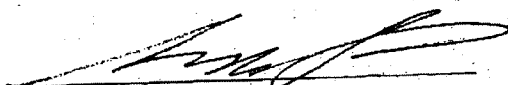
Seller's Initials: DD

**SECOND AMENDMENT OF CONTRACT
BY AND BETWEEN
SENGSHIU CHUNG AND LIH-HUA CHEN, PURCHASER
AND
DENISE DEZAO, SELLER
PROPERTY: 14 Country Brook Drive, Montville, NJ**

DATE: FEBRUARY ¹⁴ _____, 2017

Purchaser and Seller entered into that certain Real Estate Contract dated November 7, 2016, as amended through and including December 2, 2016. The terms of the referenced Contract are hereby further amended as follows:

1. The Parties acknowledge and agree that the purchase price for the real property is a total of \$1,400,000.00. For purposes of Purchaser's financing, the personal property included in this sale has no value.
2. Notwithstanding the foregoing, all personal property which is included in this sale pursuant to the Contract, as amended, shall remain in the property, and Seller shall not remove, or allowed to be removed, any of the included personal property. At the time of Closing, all items of personal property included in this purchase must be accounted for and are material consideration for Purchaser proceeding with this transaction.
3. All the remaining Contract terms remain in full force and effect.
4. This Addendum may be executed in counterparts and by facsimile and/or e-mail copy, each of which shall be deemed an original, but both of which taken together shall constitute one and the same document.


Sengshiu Chung, Purchaser

 2/13/2017
Lih-Hua Chen, Purchaser


Denise DeZao, Seller


James DeZao, Seller

**THIRD AMENDMENT OF CONTRACT
BY AND BETWEEN
SENGSHIU CHUNG AND LIH-HUA CHEN, PURCHASER
AND
DENISE DEZAO, SELLER**

PROPERTY: 14 Country Brook Drive, Montville, NJ

DATE: MARCH 7, 2017


Purchaser and Seller entered into that certain Real Estate Contract dated November 7, 2016, as amended through and including February 14, 2017. The terms of the referenced Contract are hereby further amended as follows:

The Contract of Sale between the above-captioned parties is hereby amended as follows:

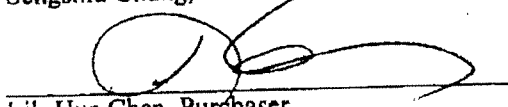
1. At the time of Closing, Seller agrees to give Purchaser a **One Hundred Thousand and 00/100 (\$100,000.00) Dollar** credit towards Purchaser's closing costs and home repairs.
2. At the time of Closing, the amount of **Fifteen Thousand and 00/100 (\$15,000.00)** will be held in escrow with Purchaser's attorney, Einhorn, Harris, Ascher, Barbarito & Frost PC, until approx. August 31, 2017, to allow Purchaser to examine, inspect and test the pool and its accessories, sprinkler, gas fired generator and HVAC. To the extent repairs are required, on advance written notice to Seller, the escrowed funds may be used to make such repairs on behalf of Seller, and any remaining funds will be released to the attorney trust account of Ronald S. Heymann, Esq. (as the Court appointed administrator.)
3. This Addendum may be executed in counterparts and by facsimile and/or e-mail copy, each of which shall be deemed an original, but both of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Purchaser and Seller have hereby signed this Amendment the day and year as set forth below.

3/7/2017
Date


Sengshiu Chung, Purchaser

3/7/2017
Date


Lih-Hua Chen, Purchaser

Date

Denise DeZao, Seller

Date

James DeZao, Seller

**THIRD AMENDMENT OF CONTRACT
BY AND BETWEEN
SENGSHU CHUNG AND LIH-HUA CHEN, PURCHASER
AND
DENISE DEZAO, SELLER**

PROPERTY: 14 Country Brook Drive, Montville, NJ

DATE: MARCH 7, 2017

Purchaser and Seller entered into that certain Real Estate Contract dated November 7, 2016, as amended through and including February 14, 2017. The terms of the referenced Contract are hereby further amended as follows:

The Contract of Sale between the above-captioned parties is hereby amended as follows:

1. At the time of Closing, Seller agrees to give Purchaser a **One Hundred Thousand and 00/100 (\$100,000.00)** Dollar credit towards Purchaser's closing costs and home repairs.
2. At the time of Closing, the amount of **Fifteen Thousand and 00/100 (\$15,000.00)** will be held in escrow with Purchaser's attorney, Einhorn, Harris, Ascher, Barbarito & Frost PC, until approx. August 31, 2017, to allow Purchaser to examine, inspect and test the pool and its accessories, sprinkler, gas fired generator and HVAC. To the extent repairs are required, on advance written notice to Seller, the escrowed funds may be used to make such repairs on behalf of Seller, and any remaining funds will be released to the attorney trust account of Ronald S. Heymann, Esq. (as the Court appointed administrator.)
3. This Addendum may be executed in counterparts and by facsimile and/or e-mail copy, each of which shall be deemed an original, but both of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Purchaser and Seller have hereby signed this Amendment the day and year as set forth below.

Date

Sengshu Chung, Purchaser

Date

Lih-Hua Chen, Purchaser

3/8/2017

Date

Denise DeZao, Seller

Date

James DeZao, Seller

**SECOND AMENDMENT OF CONTRACT
BY AND BETWEEN
SENGSHIU CHUNG AND LIH-HUA CHEN, PURCHASER
AND
DENISE DEZAO, SELLER
PROPERTY: 14 Country Brook Drive, Montville, NJ**

DATE: FEBRUARY _____, 2017

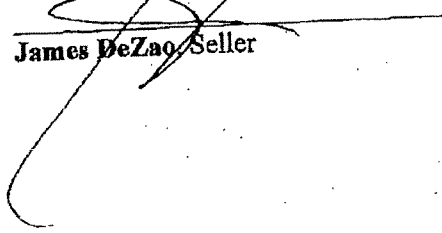
Purchaser and Seller entered into that certain Real Estate Contract dated November 7, 2016, as amended through and including December 2, 2016. The terms of the referenced Contract are hereby further amended as follows:

1. The Parties acknowledge and agree that the purchase price for the real property is a total of \$1,400,000.00. For purposes of Purchaser's financing, the personal property included in this sale has no value.
2. Notwithstanding the foregoing, all personal property which is included in this sale pursuant to the Contract, as amended, shall remain in the property, and Seller shall not remove, or allowed to be removed, any of the included personal property. At the time of Closing, all items of personal property included in this purchase must be accounted for and are material consideration for Purchaser proceeding with this transaction.
3. All the remaining Contract terms remain in full force and effect.
4. This Addendum may be executed in counterparts and by facsimile and/or e-mail copy, each of which shall be deemed an original, but both of which taken together shall constitute one and the same document.


Sengshiu Chung, Purchaser

 2/13/2017
Lih-Hua Chen, Purchaser


Denise DeZao, Seller


James DeZao, Seller

AMENDMENT OF CONTRACT

BY AND BETWEEN

SENGSHIU CHUNG AND LIH-HUA CHEN, PURCHASER

AND

DENISE DEZAO, SELLER

PROPERTY: 14 Country Brook Drive, Montville, NJ

DATE: MARCH 27, 2017

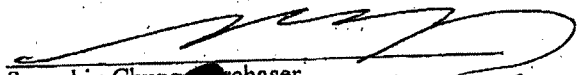
Purchaser and Seller entered into that certain Real Estate Contract dated November 7, 2016, as amended December 2, 2016. The terms of the referenced Contract are hereby further amended as follows:

The Contract of Sale between the above-captioned parties is hereby amended as follows:

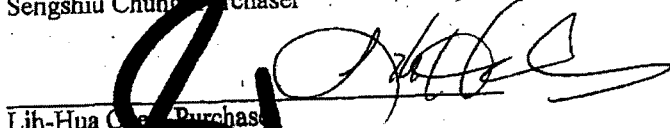
1. The Purchase Price shall be amended to **One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00)**. For purposes of Purchaser's financing, the personal property included in this sale has no value.
2. Notwithstanding the foregoing, all personal property which is included in this sale pursuant to the Contract, as amended, shall remain in the property, and Seller shall not remove, or allowed to be removed, any of the included personal property. At the time of Closing, all items of personal property included in this purchase must be accounted for and are material consideration for Purchaser proceeding with this transaction.
3. At the time of Closing, the amount of **Fifteen Thousand and 00/100 (\$15,000.00)** will be held in escrow with Purchaser's attorney, Einhorn, Harris, Ascher, Barbarito & Frost PC, until approx. August 31, 2017, to allow Purchaser to examine, inspect and test the pool and its accessories, sprinkler, gas fired generator and HVAC. To the extent repairs are required, on advance written notice to Seller, the escrowed funds may be used to make such repairs on behalf of Seller, and any remaining funds will be released to the attorney trust account of Ronald S. Heymann, Esq. (as the Court appointed administrator.)
4. The mortgage contingency and closing date shall be extended for sixty (60) days from the full execution of this Amendment; *provided however*, to the extent Purchaser's mortgage lender clears the file for closing sooner, Purchaser shall endeavor to close before expiration of said sixty (60) days.
5. This Addendum may be executed in counterparts and by facsimile and/or e-mail copy, each of which shall be deemed an original, but both of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Purchaser and Seller have hereby signed this Amendment the day and year as set forth below.

4/7/2017
Date


Sengshiu Chung, Purchaser

4/7/2017
Date


Lih-Hua Chen, Purchaser

4/4/2017
Date


Denise DeZao, Seller

Date

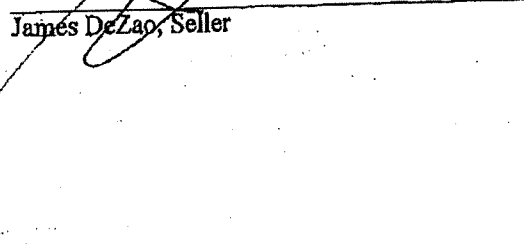

James DeZao, Seller

EXHIBIT D

FIFTH AMENDMENT OF CONTRACT

BY AND BETWEEN

SENGSHIU CHUNG AND LIH-HUA CHEN, PURCHASER

AND

DENISE DEZAO AND JAMES DEZAO, SELLER

PROPERTY: 14 Country Brook Drive, Montville, NJ

DATE: AUGUST , 2017

Purchaser and Seller entered into that certain Real Estate Contract dated November 7, 2016, as amended December 2, 2016, February 14, 2017, March 7, 2017, and March 27, 2017. The terms of the referenced Contract are hereby further amended as follows:

1. Upon the terms and conditions set forth below, the parties hereto do hereby reinstate the above-referenced Contract, which was terminated on or about June 13, 2017.
2. The Closing Date shall occur on or about October 15, 2017. To the extent the Closing has not occurred by October 15, 2017 through no fault of the Purchasers, the Purchaser shall have the right, upon written notice to the Seller, to cancel the Contract and receive a return of the Deposit.
3. Upon full execution of this Fifth Amendment, the Purchaser shall have the right to re-inspect the Property to examine, among other things, the current condition of the house and its systems, and to confirm that all items of personal property that are to be included in the sale under the terms of the Contract are still on the Property and shall remain on the Property to be sold to Purchaser. To the extent the Purchaser is dissatisfied with the current condition of the house and/or there has been a removal of any personal property that was to be included in the sale, the Purchaser shall have the right to renegotiate the purchase price, or cancel the Contract, upon written notice to the Seller, and receive a return of the Deposit. The terms and conditions set forth above shall further remain in effect through the date of Closing, and to the extent the Property has deteriorated and/or personal property has been removed, the Purchaser shall have the right to renegotiate the purchase price, or cancel the Contract and receive a return of the Deposit.
4. At the time of Closing, the amount of fifteen thousand and 00/100 (\$15,000.00) dollars will be held in escrow with Purchaser's attorney, Einhorn, Harris, Ascher, Barbarito & Frost PC, until approx. July 31, 2018, to allow Purchaser to examine, inspect and test the pool and its accessories, sprinkler, gas fired generator and HVAC. To the extent repairs are required, on advance written notice to Seller, the

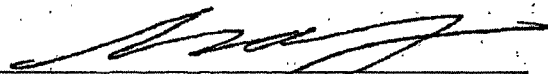
escrowed funds shall be used to make such repairs on behalf of Seller, and any remaining funds will be released to the Bankruptcy Estate.

5. The mortgage contingency shall remain in effect and shall be extended until October 15, 2017 or to accommodate the date set by the mortgage lender, which will provide Purchaser the required time to reapply for, and/or to reinstate, the mortgage commitment approval and, if necessary, have the property reappraised for Purchaser's mortgage approval. Seller shall cooperate in allowing access for any and all inspections as above stated, and to allow access for any appraisal.
6. The parties' obligations set forth in the Contract are expressly subject to approval by the United States Bankruptcy Court for the District of New Jersey where Mr. DeZao 's Chapter 11 case is pending ("Bankruptcy Court Approval") pursuant to an Order under §§ 363(b), (f) and (m) of the Bankruptcy Code, free and clear of liens, claims and interests. The Order shall be final and nonappealable and not subject to a stay pending appeal.
7. The Contract is contingent upon obtaining the consent of the co-owner of the Property, Denise DeZao ("Ms. DeZao"), or authority to sell her interests in the Property pursuant to an adversary proceeding filed in the pending Bankruptcy Case pursuant to 11 U.S.C. § 363(h), which was filed on August 2, 2017, at Adv. Pro. No. 17-1498 (JKS) ("Adversary Proceeding").
8. The sale is subject to "higher and better" offers, as may be accepted by the Bankruptcy Court. The parties' obligations shall automatically terminate on the occurrence of one of the following events: (i) Bankruptcy Court Approval is not obtained; (ii) the Bankruptcy Court rejects this Fifth Amendment; or (iii) a "higher and better" offer is accepted by the Trustee and approved by the Bankruptcy Court.
9. If this Agreement so terminates through no fault of the Purchasers, the Deposit shall be returned to the Purchasers. The United States Bankruptcy Court shall retain jurisdiction for any and all disputes arising from this transaction.
10. Purchasers acknowledge that they are purchasing the Property free and clear of any and all liens, claims and encumbrances pursuant to 11 U.S.C. § 363(b), (f) and (m), with valid liens, claims and interests, if any, to attach to the proceeds of sale. If the Sellers cannot obtain a sale free and clear of the existing mortgage(s) or judgment(s), the Contract may be terminated.
11. This Fifth Addendum may be executed in counterparts and by facsimile and/or e-mail copy, each of which shall be deemed an original, but both of which taken together shall constitute one and the same document.

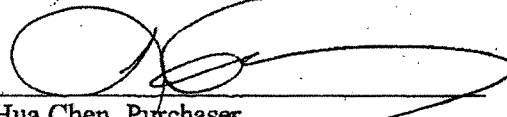
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IN WITNESS WHEREOF, Purchaser and Seller have hereby signed this Amendment the day and year as set forth below.


8/21/2017
Date


Sengshiu Chung, Purchaser

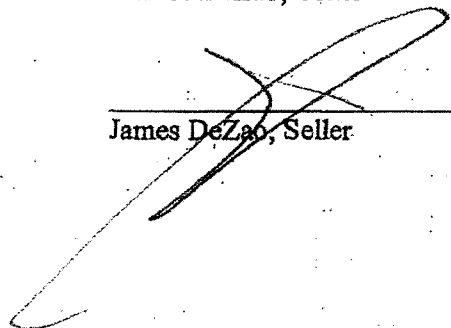
8/21/2017
Date


Lih-Hua Chen, Purchaser

9/28/2017
Date

DocuSigned by:

Denise DeZao, Seller

8/22/17
Date
4850-7557-7933, v. 1


James DeZao, Seller

¹ The Parties acknowledge that if Denise DeZao does not provide her express consent to the sale, James DeZao is seeking to obtain authority to sell her interests in the Adversary Proceeding.

EXHIBIT E

SIXTH AMENDMENT OF CONTRACT

BY AND BETWEEN

SENGSHIU CHUNG AND LIH-HUA CHEN, PURCHASER

AND

DENISE DEZAO AND JAMES DEZAO, SELLER

PROPERTY: 14 Country Brook Drive, Montville, NJ

DATE: As of December 1, 2017

Purchaser and Seller entered into that certain Real Estate Contract dated November 7, 2016, as amended December 2, 2016, February 14, 2017, March 7, 2017, and March 27, 2017, and September 28, 2017. The terms of the referenced Contract are hereby further amended as follows:

1. The Purchase Price is hereby amended to be **One Million Two Hundred Ninety Thousand and 00/100 (\$1,290,000.00) Dollars**. For purposes of Purchaser's financing, the personal property included in this sale has no value.
2. The Closing Date shall occur on or about **January 15, 2018**. To the extent the Closing has not occurred by **January 15, 2018** through no fault of the Purchasers, the Purchaser shall have the right, upon written notice to the Seller, to cancel the Contract and receive a return of the Deposit.
3. Prior to Closing (Walk-through inspection), the Purchaser shall have the right to re-inspect the Property to examine, among other things, the condition of the house and its systems, and to confirm that all items of personal property that are to be included in the sale under the terms of the Contract are still on the Property and shall remain on the Property to be sold to Purchaser. To the extent the Purchaser is dissatisfied with any ~~material and substantial~~ deteriorated condition of the house and/or there has been a removal of any personal property that was to be included in the sale, the Purchaser shall have the right to renegotiate the purchase price, or cancel the Contract, upon written notice to the Seller, and receive a return of the Deposit. The terms and conditions set forth above shall further remain in effect through the date of Closing, and to the extent the Property has ~~materially and substantially~~ deteriorated and/or personal property has been removed, the Purchaser shall have the right to renegotiate the purchase price, or cancel the Contract and receive a return of the Deposit. *All parties reserve the right to cancel the contract if a credit amount or other remedy cannot be agreed upon.*
4. Seller shall assure that all of the chandeliers, chairs, and previously removed personal items that are currently stored in the garage, which have been identified by the Purchaser are to remain in the subject Property through closing. In addition, Seller shall, at Seller's cost and expense, repair the broken window and

any related damage to the Property resulting from the window being broken. Seller shall not remove any of the personal property items included in the sales contract from the subject Property, and all of the said personal property items shall remain in the Property as it was inspected by Purchaser on September 16, 2017, and on November 16, 2017.

5. At the time of Closing, the amount of fifteen thousand and 00/100 (\$15,000.00) dollars will be held in escrow with Purchaser's attorney, Einhorn, Harris, Ascher, Barbarito & Frost PC, until approx. August 31, 2018, to allow Purchaser to examine, inspect and test the pool and its accessories, sprinkler, gas fired generator and HVAC. To the extent repairs are required, on advance written notice to Seller, the escrowed funds shall be used to make such repairs on behalf of Seller, and any remaining funds will be released to the Bankruptcy Estate.
6. The mortgage contingency shall remain in effect and shall be extended until January 15, 2018, or to accommodate the date set by the mortgage lender, which will provide Purchaser the required time to reapply for, and/or to reinstate, the mortgage commitment approval and, if necessary, have the property reappraised for Purchaser's mortgage approval. Seller shall cooperate in allowing access for any and all inspections as above stated, and to allow access for any appraisal.
7. The parties' obligations set forth in the Contract are expressly subject to approval by the United States Bankruptcy Court for the District of New Jersey where Mr. DeZao 's Chapter 11 case is pending ("Bankruptcy Court Approval") pursuant to an Order under §§ 363(b), (f) and (m) of the Bankruptcy Code, free and clear of liens, claims and interests. The Order shall be final and nonappealable and not subject to a stay pending appeal.
8. The Contract is contingent upon obtaining the consent of the co-owner of the Property, Denise DeZao ("Ms. DeZao"), or authority to sell her interests in the Property pursuant to an adversary proceeding filed in the pending Bankruptcy Case pursuant to 11 U.S.C. § 363(h), which was filed on August 2, 2017, at Adv. Pro. No. 17-1498 (JKS) ("Adversary Proceeding").
9. The sale is subject to "higher and better" offers, as may be accepted by the Bankruptcy Court. The parties' obligations shall automatically terminate on the occurrence of one of the following events: (i) Bankruptcy Court Approval is not obtained; (ii) the Bankruptcy Court rejects this Sixth Amendment; or (iii) a "higher and better" offer is accepted by the Trustee and approved by the Bankruptcy Court. However, Purchaser shall have the right of first refusal to counter the "higher and better" offer.
10. If this Agreement so terminates through no fault of the Purchasers, the Deposit shall be returned to the Purchasers. The United States Bankruptcy Court shall retain jurisdiction for any and all disputes arising from this transaction.
11. Purchasers acknowledge that they are purchasing the Property free and clear of any and all liens, claims and encumbrances pursuant to 11 U.S.C. § 363(b), (f) and (m), with valid liens, claims and interests, if any, to attach to the proceeds


of sale. If the Sellers cannot obtain a sale free and clear of the existing mortgage(s) or judgment(s), the Contract may be terminated.

12. Notwithstanding anything to the contrary contained herein, at the time of closing, title must be marketable, free and clear of any and all liens, encumbrances, claims, judgments, interests or other matters affecting insurability of title, and insurable at regular rates. To the extent the Purchaser's title insurance company is unwilling or unable to insure title in accordance with above, then either party may cancel this Contract and the Deposit shall be returned to Purchaser.
13. This Sixth Addendum may be executed in counterparts and by facsimile and/or e-mail copy, each of which shall be deemed an original, but both of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Purchaser and Seller have hereby signed this Amendment the day and year as set forth below.

12/5/2017


Date



Sengshiu Chung, Purchaser

12/5/2017

Date



Lih-Hua Chen, Purchaser

Date

Denise DeZao, Seller¹

Date

James DeZao, Seller

4811-1053-2952, v. 1

¹ The Parties acknowledge that if Denise DeZao does not provide her express consent to the sale, James DeZao is seeking to obtain authority to sell her interests in the Adversary Proceeding.

EXHIBIT F

TITLE INSURANCE COMMITMENT

Issued by **Green Hill Title, LLC**

AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

Commitment Number: GHT-94086

**TITLE INSURANCE COMMITMENT
SCHEDULE A**

1. Commitment Date: October 5, 2017

2. Policy (or Policies) to be issued:

a. Owner's Policy: (ALTA Owners Policy – 2006) Policy Amount: **\$1,300,000.00**
Proposed Insured: **Sengshiu Chung and Lih-Hua Chen, husband and wife**

b. Loan Policy: (ALTA Loan Policy – 2006) Policy Amount: **\$1,120,000.00**
Proposed Insured: **Bank of America, NA**
The policy to be issued will insure that the mortgage set forth herein is a valid First Lien on the subject premises. as defined by N.J.S.A. 17:12B-11 of the Savings and Loan Act.

c. Loan Policy: (ALTA Loan Policy – 2006) Policy Amount:
Proposed Insured:

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

Denise M. DeZao, Married by Deed from James C. Dezao and Denise M. Dezao, h/w, dated 9-11-2003, recorded 10-3-2003 in the Morris County Clerk/Register's Office in Deed Book 5934, Page 31.

BEING the same land and premises that became vested in James C. Dezao and Denise M. Dezao, his wife by Deed from 525 Realty Holding Inc., dated 8-25-1994, recorded 9-14-1994 in the Morris County Clerk/Register's Office in Deed Book 4049, Page 50.

4. The Land referred to in this Commitment is described as follows: See Schedule C

For Informational Purposes Only:

Being known as Lot 11, Block 82.4, on the official tax map of Township of Montville, County of Morris, in the State of NJ.

Countersigned:

Green Hill Title, LLC



By _____
Susan A. Wanamaker

TITLE INSURANCE COMMITMENT

Issued by **Green Hill Title, LLC**

AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

Commitment Number: GHT-94086

SCHEDULE B – SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

- (i) **Deed from James C. DeZao and Denise M. DeZao TO Sengshiu Chung and Lih-Hua Chen, husband and wife to be recorded in Morris County Clerk/Register's Office.**

NOTE: Spouses/Civil Union Partners/Same-Sex Marriages, if any, of vested owners as set forth in Schedule A, Item 3 hereof must join in Deed of Conveyance if the subject premises is now or ever has been used as the primary marital/civil union/same-sex marriage residence.

- (ii) **Mortgage made by Sengshiu Chung and Lih-Hua Chen, husband and wife to the proposed insured mortgagee to be recorded in Morris County Clerk/Register's Office.**
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- e. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at Closing, the Company must be notified and this Commitment will then be modified accordingly.

The following additional requirements must be met:

1. A proper Notice of Settlement must be filed prior to closing and the documents creating the interest or interests to be insured must be recorded and indexed within the 60 day period following this filing.
2. A continuation search (rundown) of the title must be ordered not less than 24 hours prior to closing of title.
3. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.
4. Sellers Affidavit of Title must include the following affirmative statement relating to Unconfirmed Assessments:

"We/I have not received any notice of proposed, pending or unconfirmed assessment."

5. All taxes and other municipal liens are to be paid through and including the current quarter.

**EXHIBIT F
TITLE INSURANCE COMMITMENT**

Issued by **Green Hill Title, LLC**

AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

6. If a Power of Attorney will be used, a copy of same must be submitted to this Company for approval prior to closing. This Company requires that said Power of Attorney must be recorded. Note: Whenever an agent executes a document under the authority of Power of Attorney (e.g. Deed or Mortgage), the same must be typed and the agent must sign in the following manner: "John Doe, by his attorney in fact, John Smith".

7. MORTGAGE: Cancellation or other disposition of mortgage from James C. Dezao and Denise M. Dezao to Fleet National Bank, Dated 4-23-2004, Recorded 5-28-2004 in Mortgage Book 17112, Page 37 in the Morris County Register's Office. To Secure \$380,000.00.

Lis Pendens to foreclose said mortgage was recorded 5/16/2017 in Book 23123, Page 710.

8. MORTGAGE: Cancellation or other disposition of mortgage made by Denise Dezao, a married person and James C. Dezao, a married person to Bank of America, N.A., dated 11-12-2005 and recorded 12-2-2005 in Mortgage Book 19902, Page 287, in the Morris County Register's Office. To Secure \$200,000.00.

NOTE: This mortgage secures a line of credit. This exception will not be removed until this Company receives satisfactory evidence that the mortgage has been cancelled or discharged of record unless, at or prior to settlement, the lender has issued a written payoff statement:

- (i) setting forth the amount due;
- (ii) containing the lender's commitment to make no such further advances to the borrower after issuance of the statement;
- (iii) containing the lender's undertaking to cancel or discharge the mortgage of record promptly after receipt of payment of amount due;
- (iv) the payoff must be accompanied by a signed authorization from the property owner(s) instruction the lender to close the account and cancel the mortgage lien.

If applicable the Company suggests that arrangements be undertaken to sufficiently in advance of settlement so that any requirements of the lender which is a condition to such a commitment may be satisfied.

9. MORTGAGE: Cancellation or other disposition of mortgage from Denise Dezao and James C. Dezao to Lincoln Park Savings Bank, Dated 12-6-2012, Recorded 1-11-2013 in Mortgage Book 22228, Page 1557 in the Morris County Register's Office. To Secure \$125,000.00.

10. TAX SALE CERTIFICATE No. 15-00014 in the amount of \$46,598.12 sold to MTAG as Custodian for Alterna Funding II, LLC, dated 10-21-2015, recorded 12-7-2015 in Book 22825, Page 1305.

11. MORTGAGE: Cancellation or other disposition of mortgage from Denise DeZao to Marcum LLP, Dated 5-13-2016, Recorded 6-7-2016 in Mortgage Book 22919, Page 1663 in the Morris County Register's Office. To Secure \$111,988.00.

****NOTE: Mortgagee is a private, non-institutional lender. A written payoff demand statement and a fully-executed Discharge of Mortgage in proper recordable format MUST be presented at closing.****

TITLE INSURANCE COMMITMENT

Issued by **Green Hill Title, LLC**

AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

12. FEDERAL TAX LIEN in the amount of \$728,115.03 plus interest against Denise DeZao, as nominee of James DeZao (xxx-xx-4557) recorded 1-10-2017 in Book 23059, Page 525 for tax period ending 12-31-2012, 12-31-2013, 12-31-2014. (Note: with special condition, "attaches to the property located at 14 Country Brook Drive, Montville, NJ 07045")

REQUIRED DISPOSITION: Proof that the subject of the above judgment is not the same Denise DeZao involved in this transaction. Absent such proof, payoff of judgment to be obtained and discharge filed.

13. New Jersey Superior Court, United States District Court and United States Bankruptcy Court Searches dated 1-5-2017 and updated to 10-4-2017 shows CLEAR vs. Sengshiu Chung and Lih-Hua Chen, the proposed buyer/borrower(s).

14. New Jersey Superior Court, United States District Court and United States Bankruptcy Court Searches dated 1-5-2017 and updated to 10-4-2017 discloses returns vs. James DeZao and Denise M. DeZao, or derivation thereof. Specifically, payoff and/or warrant to satisfy is required for each of the following:

J-001721-2017: Shore Community Bank vs. Denise M. DeZao (14 Country Brook Dr) entered 1-4-2017 in the face amount of \$150,510.27.

DJ-171315-2015: Div of Taxation vs. James C. DeZao (14 Country Brook Dr) entered 9-24-2015 in the face amount of \$190,633.25.

BK-022382-2017: Voluntary Chapter 11 vs. James Conrad DeZao III

15. Proof of marital status or civil union status of seller. Spouse or civil union partner, if any, must execute the mortgage if property is or has ever been the primary marital residence.

16. Proof, by Affidavit or otherwise, as to the purpose and effect of the nominal consideration (\$1.00) deed between James C. DeZao and Denise M. DeZao AND Denise M. DeZao, married, recorded at Book 5934, Page 31 is to be provided prior to the closing. The Affidavit should set for the relationship of the parties to said Deed and that the purpose of said transfer was not for the avoidance of judgment creditors. The Company reserves the right to make additional exceptions and/or requirements based on the information supplied.

17. Subject to such facts as would be disclosed by an accurate survey.

TITLE INSURANCE COMMITMENT

Issued by **Green Hill Title, LLC**

AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

Commitment Number: GHT-94086

SCHEDULE B – SECTION II

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excepted from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. Rights or Claims of parties in possession of the land not shown by the public record.

5. Taxes, Assessments and Water Charges as follows:

Tax and Assessment Searches: See attached searches dated 10/9/2017.

This property is subject to current year's taxes levied or to be levied, and not yet certified to by the County Board of Taxation in accordance with Chapter 397 Laws of 1941, as amended and supplemented.

6. Certificate as to unconfirmed assessments dated 10/9/2017 discloses no ordinance adopted for municipal improvements authorized for which a future assessment will be made.

7. Taxes, charges and assessments, including unconfirmed assessments, pursuant to N.J.S.A. 40:56-33; not yet due and payable.

8. Possible added or omitted assessments as provided by N.J.S.A. 54:4-63.1, et seq. not yet due and payable.

9. Policy does not insure calculated acreage or quantity of land.

10. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy only).

11. Subject to all matters shown on a certain map entitled, "Section One - Final Map Lakeside at Montville" situated in the Township of Montville, County of Morris, State of NJ, which map was filed in the Morris County Clerk's Office as Map No. 5095, filed 7-7-1994, including a 25-foot side yard setback, a 50-foot front yard setback, a 75-foot rear yard setback, sight triangle easement, and a 35-foot wide storm drainage and sanitary sewer easement.

TITLE INSURANCE COMMITMENT

Issued by Green Hill Title, LLC

AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

12. Covenants and Easements of Developer's Agreement as contained in Deed Book 3444, Page 179, and amended in Deed Book 3585, Page 202.

13. Right of Way to Jersey Central Power Light Company and New Jersey Bell Telephone Company as contained in Deed Book 3976, Page 323.

14. Grant of Sight Triangle Easement as contained in Deed Book 4245, Page 74.

NOTE: Loan policy to issue will include an ALTA 8.1-06 and ALTA 9.10-06.

NOTE: Policy will insure that the mortgage set forth under Schedule A is a valid first lien on the premises described herein.

TITLE INSURANCE COMMITMENT

Issued by Green Hill Title, LLC

AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY

Commitment Number: GHT-94086

SCHEDULE C

LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Montville, County of Morris, State of New Jersey:

BEGINNING at a point in the Northeasterly line of Tomalyn Hill Road said point being distant 25.00 feet from the intersection of said line as extended with the Southeasterly line of Country Brook Drive as extended; thence running

1. Along the said Northeasterly line of Tomalyn Road South 34 degrees 35 minutes 39 seconds East 215.50 feet to a point; thence
2. North 40 degrees 12 minutes 10 seconds East 243.00 feet to a point; thence
3. North 49 degrees 47 minutes 50 seconds West 210.00 feet to a point in the Southeasterly line of Country Brook Drive; thence
4. Along the same, South 40 degrees 12 minutes 10 seconds West 68.64 feet to a point of curvature; thence
5. Still along the same on a curve to the right having a radius of 225.00 feet and an arc length of 59.70 feet to a point; thence
6. Still along the same South 55 degrees 24 minutes 21 seconds West 29.18 feet to a point of curvature thence
7. On a curve to the left having a radius of 25.00 feet and an arc length of 39.27 feet to the point and place of BEGINNING.

BEING known and designated as Lot 11 in Block 82.04 as set forth on a certain map entitled, "Section One - Final Map Lakeside at Montville" situated in the Township of Montville, County of Morris, State of NJ, being Map No. 5095, filed 7-7-1994 in the Morris County Clerk's Office.

FOR INFORMATION PURPOSES ONLY: BEING known as Tax Lot 11 in Tax Block 82.4 on the Official Tax Map of the Township of Montville, Morris County, State of NJ.

FOR INFORMATION PURPOSES ONLY: The mailing address is: 14 Country Brook Drive, Montville, NJ 07045.



Priority Search Services L.L.C.

Personal Service. Dependable Results.

788 Shrewsbury Avenue, Suite 2131, Tinton Falls, New Jersey 07724
Phone: (732) 741-5080 - Fax: (732) 741-5068

GREEN HILL TITLE

Title #: **Contin GHT-94086**

BLOCK: **82.4** LOT: **11**

OWNER: **DEZAO, DENISE M**

MAIL: **322 ROUTE 46 WEST, SUITE 120 PARSIPPANY, NJ 07054**

LOCATION: **14 COUNTRY BROOK DR**

TOWNSHIP OF MONTVILLE, MORRIS COUNTY (973) 331-3309

MUNICIPAL BLDG., 195 CHANGEBRIDGE RD., MONTVILLE, NJ 07045-9498

2017 TAX RATE: 2.307; 2017 AVERAGE RATIO: 89.67; CERTIFICATE OF OCCUPANCY FOR SALE OF A 1 OR 2 FAMILY HOME; NOT REQUIRED; SMOKE DETECTOR CERTIFICATE REQUIRED IN ALL MUNICIPALITIES; MUNICIPAL CODE: 1421

APPROX. LOT SIZE:	1.050 AC	LAND VALUE:	\$327,500
BUILDING DESCRIPTION:		IMPROVEMENT VALUE:	\$1,313,600
ASSESSOR'S CODE:	2-RESIDENTIAL	TOTAL ASSESSMENT:	\$1,641,100

EXEMPTIONS: **NONE**
ABATEMENT OF: **NONE**

The 2014 Homestead Rebate Credit will be issued on the 2nd Quarter (May) taxes of 2017.
Visit <http://www.state.nj.us/treasury/taxation/homestead/benefit.shtml> for more information.

2016 TAXES: **\$37,761.71 PAID IN FULL**

2017 QTR 1 (1/1-3/31) DUE 2/1: **\$9,440.43 OPEN + PENALTY**
 QTR 2 (4/1 - 6/30) DUE 5/1: **\$9,440.43 OPEN + PENALTY**
 QTR 3 (7/1 - 9/30) DUE 8/1: **\$9,850.70 OPEN + PENALTY**
 QTR 4 (10/1 - 12/31) DUE 11/1: **\$9,850.70 OPEN & DUE 11/01/2017**

2018 QTR 1 (1/1-3/31) DUE 2/1: **\$9,645.57 OPEN & DUE 02/01/2018**
 QTR 2 (4/1 - 6/30) DUE 5/1: **\$9,645.56 OPEN & DUE 05/01/2018**

ADDED ASSESSMENT: **PENDING UPON IMPROVEMENTS TO PROPERTY**

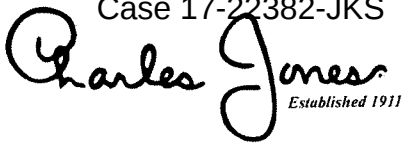
LIENS: **NONE**
REDEMPTION REQUIRED TO REDEEM LIEN

CONFIRMED ORDINANCE: **NONE**

SPECIAL ORDINANCE: **NONE**

WATER ACCOUNT # **INFORMATION TO FOLLOW**
SUBJECT TO FINAL READING; CONTACT: (973) 331-3330

SEWER ACCOUNT # **INFORMATION TO FOLLOW**
SUBJECT TO FINAL READING; CONTACT: (973) 331-3330



232-8555-90

RE: 94086

CERTIFIED TO:

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY NJ 07879

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

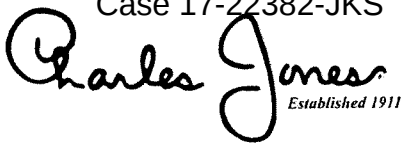
FROM TO
SENGSHIU CHUNG 01-04-2017 10-04-2017
*** Name is CLEAR ***
LIH-HUA CHEN 01-04-2017 10-04-2017
*** Name is CLEAR ***

DATED 10-04-2017
TIME 08:45 AM

FEES: NO CHARGE

RC17-281-01172 281 1108281 02

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650



232-8555-90

RE: 94086

CERTIFIED TO:

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY NJ 07879

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

FROM TO

JAMES DEZAO

02-28-2017 10-04-2017

*** With Judgments ***

(SEE ATTACHED 1 PAGE AND ADDENDUM FOR STATUS UPDATES)

DATED 10-04-2017
TIME 08:45 AM

FEES: NO CHARGE

RC17-281-01170 281 1089281 02

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650

UNITED STATES BANKRUPTCY COURT

BANKRUPTCY NUMBER: BK-022382-2017
PETITION FILED: 06/16/17

VOLUNTARY
CHAPTER: 11

VENUE: NEWARK

IN THE MATTER OF:

JAMES CONRAD DEZAO III , SSN#:XXX-XX-4557

34 ABBOTT RD, TOWACO, NJ 07082

ATTORNEY: MICHELE M. DUDAS-TRENK, DIPASQUALE, DELLA FERA AND SODONO

347 MT. PLEASANT AVENUE

SUITE 300

NEWARK NJ 07102

(973) 645-3014

*** End of Abstract ***

Charles Jones
F. and M. 1912

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-018879-2015
DATE ENTERED: 02/03/15
ACTION: CHILD SUPPORT
VENUE: MORRIS

STATUS: Closed

CASE NUMBER: CS 911483 55A
DATE OF BIRTH: 11/04/59

Vacated 03/30/17

CREDITOR(S):

DENISE M DEZAO , ORIGINAL DOCKET - FM-14-000538-14

ATTY FOR CR.: PRO SE

DEBTOR(S):

JAMES C DEZAO , PRO SE

Vacated 03/30/17

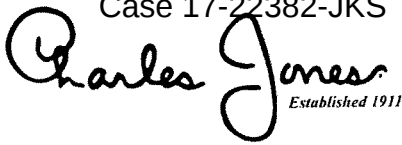
14 COUNTRY BROOK DR, MONTVILLE, NJ 07045-9684

03-13-17 ORDER VACATING JUDGMENT. RECORDED 03-30-17

The debt amount varies from date to date. If you wish to know
the current details, please contact: 1-877-NJ-KIDS1 (1-877-655-4371)
or www.njchildsupport.org

*** End of Abstract ***

Charles Jones
Established 1911



232-8555-90

RE: 94086

CERTIFIED TO:

GREEN HILL TITLE LLC
PO BOX 487
TRANQUILITY NJ 07879

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY, THE INDEX OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, AND THE INDEX OF THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD IN ANY OF THESE COURTS A JUDGMENT OR OTHER DOCKETED RECORD REFERRED TO BY THE RESPECTIVE INDICES WHICH CONSTITUTES A GENERAL LIEN ON REAL PROPERTY IN NEW JERSEY, NOR ANY CERCLA LIEN ON SPECIFIC REAL PROPERTY WITHIN NEW JERSEY NOR ANY PETITION COMMENCING PROCEEDINGS IN BANKRUPTCY EXCEPT AS BELOW SET FORTH AGAINST:

FROM TO

DENISE M. DEZAO
*** With Judgments ***

01-04-2017 10-04-2017

(SEE ATTACHED 1 PAGE AND ADDENDUM FOR STATUS UPDATES)

DATED 10-04-2017
TIME 08:45 AM

FEES: NO CHARGE

RC17-281-01171 281 1089281 02

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: J-001721-2017 CASE NUMBER: L 001354 16
DATE ENTERED: 01/04/17 DATE SIGNED: 12/08/16
TYPE OF ACTION: OTHER
VENUE: OCEAN

DEBT: \$ 150,510.27
COSTS: \$ 338.48

CREDITOR(S) :

SHORE COMMUNITY BANK
ATTORNEY: OSTROWITZ & OSTROWITZ
225 GORDONS CORNER RD STE 1-J
MANALAPAN NJ 07726
732-446-2800

DEBTOR(S) :

DENISE M DEZAO
14 COUNTRY BROOK DR, MONTVILLE, NJ 07045

*** End of Abstract ***

SUPERIOR COURT OF NEW JERSEY

JUDGMENT NUMBER: DJ-171314-2015

DATE DOCKETED: 09/24/15

TYPE OF ACTION: CERTIF OF DEBT

VENUE: MERCER

Vacated 08/08/17

DEBT: \$ 190,633.25

CREDITOR(S):

DIV OF TAXATION ,TAX ID NUMBER = I*****327000

ATTORNEY: PRO SE

DEBTOR(S):

DENISE DEZAO ,PRO SE, SSN#:XXX-XX-X327


Vacated 08/08/17

14 COUNTRY BROOK DR, MONTVILLE, NJ 07045-9684

ATTORNEY: PRO SE

*** End of Abstract ***

Morris County Recording Cover Sheet



Honorable Ann F. Grossi, Esq.
Morris County Clerk



MORRIS COUNTY, NEW JERSEY
ANN F. GROSSI, COUNTY CLERK
LPF-OR BOOK 23123 PG 710
RECORDED 05/16/2017 14:52:23
FILE NUMBER 2017027530
RCPT #: 12583487 RECD BY: MStehr
RECORDING FEES \$66.00
MARGINAL NOTATION CD 5.00 ST 5.00
INDEX FEE \$6.00

Official Use Only - Realty Transfer Fee

Official Use Only - Barcode

Date of Document:
April 28, 2017

Type of Document:
Notice of Lis Pendens

First Party Name:
Bank of America, N.A.

Second Party Name:
JAMES C. DEZAO

Additional Parties:
DENISE M. DEZAO; MR. DEZAO, HUSBAND OF DENISE M. DEZAO; LINCOLN PARK SAVINGS BANK; MARCUM LLP; UNITED STATES OF AMERICA; STATE OF NEW JERSEY

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book: MB 17112	Original Page: 37
-----------------------------------	-----------------------------

MORRIS COUNTY RECORDING COVER SHEET

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

4

File No. 14149-16-25902

Law Offices **R & R**
PARKER McCAY P.A.
Kiera McFadden-Roan, Esquire
ID No: 037862007
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, NJ 08054-1539
(856) 810-5815
Attorneys for Plaintiff

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MORRIS COUNTY
DOCKET NO. F-009720-17

BANK OF AMERICA, N.A.,

Plaintiff,

CIVIL ACTION

NOTICE OF LIS PENDENS

v.

JAMES C. DEZAO; DENISE M. DEZAO;
MR. DEZAO, HUSBAND OF DENISE M.
DEZAO; LINCOLN PARK SAVINGS
BANK; MARCUM LLP; UNITED
STATES OF AMERICA; STATE OF
NEW JERSEY,

Defendants.

TO WHOM IT MAY CONCERN:

NOTICE is hereby given of the commencement and pendency of a suit in the Superior Court of New Jersey, Chancery Division, Morris County, entitled as above, the general objects of which are:

1. To foreclose a mortgage dated April 23, 2004 covering the premises described on the Schedule attached hereto and made a part hereof made by James C. DeZao and Denise

M. DeZao to Fleet National Bank. Said Mortgage was duly recorded in the Office of the Clerk of Morris County on May 28, 2004 in Book MB17112, Page 37.

2. To recover possession of said lands and premises.
3. The Complaint in this matter was filed in the Office of the Clerk of the

Superior Court on April 20, 2017.

Dated: April 28, 2017

PARKER MCCAY P.A.
Attorneys for Plaintiff

By


KIERA MCFADDEN-ROAN, ESQUIRE

Schedule "A"

All the real property located in the Township of Montville, County of Morris State of New Jersey and being further described as follows:

Known and designated as Lot No. 11 in Block No. 32.04 on a certain Map entitled "Section Once Final Map Lakeside at Montville, Township of Montville, County of Morris, State of New Jersey" filed in the Office of the Morris County Clerk on 7-7-1994 as Map No. 5095, and being further described as follows:

BEGINNING at a point in the Northeasterly line of Tomalyn Hill Road said point being distant 25.00 feet from the intersection of said line as extended with the Southeasterly line of Country Brook Drive as extended; thence running

1. Along the said Northeasterly line of Tomalyn Hill Road South 34 degrees 35 minutes 39 seconds East 715.50 feet to a point; thence
2. North 40 degrees 12 minutes 10 seconds East 243.00 feet to a point; thence
3. North 49 degrees 47 minutes 50 seconds West 210.00 feet to a point in the Southeasterly line of Country Brook Drive; thence
4. Along the same, South 40 degrees 12 minutes 10 seconds West 68.64 feet to a point of curvature; thence
5. Still along the same on a curve to the right having a radius of 225.00 feet and an arc length of 59.70 feet to a point; thence
6. Still along the same South 55 degrees 24 minutes 21 seconds West 29.18 feet to a point of curvature thence
7. On a curve to the left having a radius of 25.00 feet and an arc length of 39.27 feet to the point and place of BEGINNING.

NOTE: Being Lot(s) 11, Block 32.4, Tax Map of the Township of Montville, County of Morris.

NOTE: Lot and Block shown for informational purposes only.

c/k/a 14 Country Brook Dr., Montville, NJ 07045
Lot 11; Block 32.4