

CONTRACT FOR SALE

This Contract for Sale is made on _____, 2019, between **NICHOLAS J. DELZOTTI ("Seller")**, Chapter 7 Trustee for Irving Fisher and Tanya Fisher, sole members of TIGS Realty, LLC, 850 Buchanan Blvd., Red Bank, New Jersey 07701, and _____, whose address is _____ hereinafter referred to as the "Buyers."

1. **Purchase Agreement.** The Buyers agree to buy and the Seller agrees to sell the Property described hereinbelow. Buyers acknowledge that the Seller is a bankruptcy trustee in the Chapter 7 bankruptcy case of Irving Fisher and Tanya Fisher, Case Number 18-35394 RG.

2. **Property.** The Property being sold hereunder is the Seller's interest in 3125 Route 10, Unit 2E-1, Denville, NJ 07834, which is owned by TIGS Realty, LLC, which is owned by the Debtors (the "Property" or "Premises").

3. **Purchase Price.** The purchase price is \$_____.

4. **Payment of Purchase Price.** The Buyers shall tender a deposit of \$10,000.00 at the time of execution of this contract. The Deposit will be held in the Seller's trust account pending the closing at which time the deposit shall be turned over to the Seller. The closing shall take place no later than thirty days after execution of this Contract of Sale, unless a Bankruptcy Court order is required to address liens, then the closing shall be as soon as authorized by the Court's order. The sale shall be free and clear of any and all liens and condominium fees. Upon receipt of the Buyer's title work, it will be determined if a Bankruptcy Court order approving the sale is necessary.

5. **Transfer of Ownership.** At closing, the Seller will convey the Property to the Buyers via a Trustee's Deed which shall convey the Seller's interest in the Property to the Buyer.

6. **Conditions of Sale.** The Property, is being sold "as is" without any representations or warranties of any kind, nature or description. Seller makes no representations regarding the ownership of the fixtures and personal property located in the Premises.

The Seller makes no representation, or warranties, concerning, and assumes no liability for, any environmental conditions or liabilities. Any and all environmental conditions that need to be remedied and any other certifications required, are the sole responsibility of the Buyer and shall be remedied or obtained at the Buyer's expense.

7. **Possession.** At closing, the Buyers will be given possession of the Property.

8. **Auctioneer's Commission.** The Auctioneer's Commission will be paid pursuant to the Trustee's arrangement with his Court retained auctioneer.

9. **Complete Agreement.** This Contract is the entire and only Agreement between the Buyers and the Seller and the provisions hereof shall be binding upon all parties who sign hereinbelow.

10. **Exclusive Jurisdiction of Bankruptcy Court.** This Contract and any disputes relating thereto are subject to the exclusive jurisdiction of the Bankruptcy Court presiding over the Bankruptcy case of Irving Fisher and Tanya Fisher.

It shall be the Buyers' responsibility to obtain a Certificate of Occupancy and Smoke Detector Certificate, if necessary, at the Buyers' expense.

SIGNED AND AGREED TO BY:

**NICHOLAS J. DELZOTTI, as Chapter 7 Trustee
for IRVING FISHER AND TANYA FISHER**

Dated:

Dated:

Dated: