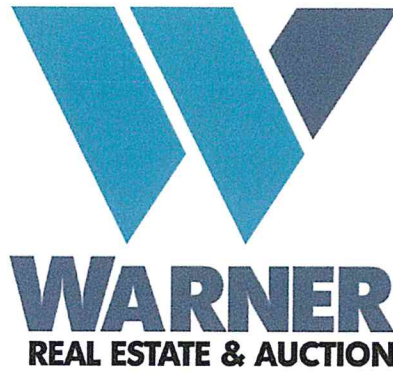




ONLINE ONLY REAL ESTATE AUCTION

USDA Foreclosed Homes – All Without Reserve!
Online Only Bidding
Bidding Closes on Wednesday, August 26th at 10:30 am

53 East Avenue, Woodstown, NJ 08098
For information contact: Richard G. Warner, Auction Coordinator
Warner Real Estate & Auction Co.
Office: (856) 769-4111
On the web at: www.warnerrealtors.com
Contact us by E-mail at: auctions@warnerrealtors.com

Why use Warner Real Estate & Auction to sell your property?

Warner Real Estate & Auction Company is a full-service real estate brokerage and auction marketing firm headquartered in Woodstown, New Jersey. We are a licensed real estate broker in New Jersey and Pennsylvania with a [proven performance record](#) selling all types of real estate including residential, commercial, farms, land, and investment properties throughout New Jersey. We work with all of our clients as partners, creating winning solutions which address our clients' most pressing real estate related needs and goals.

Our sales associates have extensive backgrounds in home building, agribusiness, hotel and restaurant management, marketing and public relations, retail, environmental, site selection and construction budget and management. Our clients include financial institutions, estates and trusts, and local, state and federal government agencies, as well as thousands of individual sellers.



Property Location

**5 Wayne Avenue
Cape May Court House, NJ 08210**

Description

ONLINE ONLY BIDDING. USDA Foreclosed Homes. Bidding Closes on Wednesday, August 26th, 2020 at 10:30 am—Bid NOW.

The USDA has ordered the immediate sale of 10 Foreclosed Homes and contracted us to sell at auction. This property is located at **5 Wayne Avenue, Cape May Court House, NJ 08210.**

This property will be offered via **ONLINE ONLY AUCTION.** Please bid early and often and understand that bidding begins to close on Wednesday, August 26th, 2020 at 10:30 am Eastern.

- Property Type: Residential – Single Family Home
- Year Built: 1974
- Living Area: 960 SF
- Stories: 1
- Bedrooms: 2
- Bathrooms: 1
- Lot Size: 75 x 200
- Parking: Street
- Utilities: Sewer, Electric
- Heat: Electric
- Type of A/C: Window Unit(s)
- Water Source: Private Well
- Sewer Source: Public Sewer, Middle Township Sewer Dept.
- Assessed Value: \$167,000
- Taxes: \$3,106.20
- Tax Year: 2020
- Municipal Website & Phone: <https://middletownship.com/> or 609-465-8732
- **Only \$1,000 Starting Bid!**
- **Absolute Auction, Regardless of Price Without Reserve!**

Purchaser Initials _____

Date & Time

ONLINE ONLY AUCTION. Please bid early and often and understand that bidding begins to close on Wednesday, August 26th, 2020 at 10:30 am Eastern.

Property Inspection

Sunday, August 23rd, 2020 from 11:00 a.m. – 2:00 p.m. or by appointment if accompanied by a NJ Licensed Real Estate Agent.

Earnest Money

\$5,000 non-refundable deposit, by wire transfer or cashier's check due within 24 hours following close of auction.

Closing

Time being of the essence, settlement is to take place within 30 days of the auction bidding closing on August 26th, 2020.

Closing Title Agency

Foundation Title, LLC. has performed a title search on the property. **You can use your own to review the documents, however Foundation Title, LLC. will be the closing title company.**

Broker Participation

Although not required, if a buyer has been working with a Realtor, the Realtor must complete the broker participation form. In order for the Realtor to be compensated, broker forms must be completed and submitted **no later than 5 pm on 8/25/2020, and all terms adhered to.**

Auctioneers Note

All information and dimensions were derived from sources believed to be correct but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

Notes

- 1.
- 2.
- 3.

Purchaser Initials _____

Online Bidder Registration Instructions

ONLINE REAL ESTATE AUCTION

Start Date: Thursday, August 20th, 2020 @ 8:00 A.M. E.T.

End Date: Wednesday, August 26th, 2020 @ 9:00 A.M. -11:15 A.M. E.T.

USDA Foreclosure Auction

10 USDA Foreclosed Homes

The following are guided instructions to assist an Online Bidder in order to participate in the Online Auction.

1. Download from www.WarnerRealtors.com the Online Bidder Registration Package which includes the following documents;
 - a. Online Bidder Registration Form
 - b. Online Bidder Contract
2. Complete, sign and date the Online Bidder Registration Form.
3. Complete, sign and date the Online Bidder Contract.
4. Retain copies of the above documents for your file.
5. Return the two (2) executed documents, copy of your valid State issued Driver's License or a valid Passport no later than 5:00 P.M. E.T., Tuesday, August 25th, 2020 to Auctioneer, 53 East Avenue, Woodstown, NJ 08098; Facsimile: 856-769-1771; Email: Rich@WarnerRealtors.com
6. Once all of the required documents and the online registration are verified by Auctioneer, you will be notified of your approved access to bid.
7. Within two (2) hours of the conclusion of the bidding, a Contract of Sale and other required documents will be emailed to the address provided at registration. Bidder will have twenty-four (24) hours from the conclusion of the auction to return all documents along with the required earnest money deposit. The earnest money deposit will be applied towards the purchase price. The Contract of Sale can be faxed, scanned, mailed overnight, or hand delivered to our offices at 53 East Avenue, Woodstown, NJ 08098. Acceptable methods of payment for the earnest money deposit are: Cashier's check made payable to Foundation Title, LLC, or wire transfer. Credit cards are not accepted for earnest money deposits.
Successful Bidders not executing and returning the executed Contract of Sale with the earnest money within twenty-four (24) hours from the conclusion of the auction will be considered in default.

The Seller, United States Department of Agriculture (USDA) and the Auctioneer wish you the best of luck in the bidding process!

Purchaser Initials _____

ONLINE REAL ESTATE AUCTION
Start Date: Thursday, August 20th, 2020 @ 8:00 A.M. E.T.
End Date: Wednesday, August 26th, 2020 @ 9:00 A.M. -11:15 A.M. E.T.
USDA Foreclosure Auction
10 USDA Foreclosed Homes

Name:	
Company Name (if applicable):	
Company Address:	
City, State, & Zip:	
City, Country & Country Code (if outside the U.S.):	
Residential Address:	
City, State & Zip:	
City, Country & Country Code (if outside the U.S.):	
Valid State Issued Driver's License No. or Passport (Copy of License or Passport Required):	
Contact Phone:	Facsimile:
Email:	
Entity in which Bidder will take Title:	
Marital Status:	
Bidder's Signature:	Date:
How did you hear about Auction:	

Purchaser Initials _____

ONLINE BIDDER CONTRACT

ONLINE REAL ESTATE AUCTION

Start Date: Thursday, August 20th, 2020 @ 8:00 A.M. E.T.

End Date: Wednesday, August 26th, 2020 @ 9:00 A.M. - 11:15 A.M. E.T.

USDA Foreclosure Auction

10 USDA Foreclosed Homes

Please carefully review this Online Bidder Contract ("Contract") and the Property Information Packet ("PIP"). You must follow instructions to execute this Contract and send to Auctioneer, 53 East Avenue, Woodstown, NJ 08098; Facsimile: 856-769-1771; Email: Rich@WamerRealtors.com, in order for you to be able to participate as qualified online Bidder in this Online Auction. All executed documents to be received no later than 5:00 P.M., E.T., Tuesday, August 25th, 2020.

This is a Contract entered into by and between the Bidder ("Bidder") whose name is identified below and the Auctioneer.

1. All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidder must be 21 years of age or older. Bidder agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted during this Online Auction.
2. Bidder agrees not to retract its offer(s). The successful Bidder is legally bound to purchase the Property awarded in accordance with his/her bid, the Terms, the Real Estate Sales Contract and all other Federal and State Regulations governing contracts for the purchase of real property. Unilateral conditions asserted by any Bidder will not be accepted.
3. Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of this Online Auction.
4. Disputes Between Bidders – If a dispute arises between two or more Bidders, Auctioneer reserves the right to reopen the bidding. Auctioneer's designation of the successful Bidder shall be final.
5. Termination: This Contract constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, with out notice, in Auctioneer's sole discretion. If Bidder dissatisfaction occurs with this Online Auction in any way, Bidder's only recourse is to immediately discontinue use of this Online Auction. Auctioneer reserves the right to terminate Bidder registration and use of this Online Auction, and impose limits on certain features of this Online Auction or restrict bidder access to, or use of, part or the entire Online Auction without notice or penalty.
6. Hold Harmless – Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means, therefore they cannot guarantee continual, uninterrupted or error free service as the website could be interfered with by means out of Auctioneer's control. Bidder acknowledges that this Online Auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer may void any sale, temporarily suspend bidding and re-sell the Property that was affected by any malfunction. The decision of the Auctioneer is final.
7. Property Inspection: The Bidder is invited, urged and cautioned to inspect the Property prior to submitting any bid. Failure to inspect the Property shall not constitute cause for cancellation of sale.
8. OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE: All bidders are subject to providing appropriate government identification that includes full legal name and date of birth. In addition, all bidders are subject to being required to disclose their place of birth. By providing this information bidders agree to allow Seller to perform a search of the Specially Designated Nationals List, Blocked Persons List and Sanctioned Country List provided by the United States Office of Foreign Assets Control. Seller reserves the right to reject any bidder from registration after this search has been completed. By registering all bidders agree to abide by all the Terms of Sale.
9. The Bidder agrees that, should they be the successful Bidder on the Property, all information regarding the transaction may be published on the Auctioneer's website per the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 522(2000)).

Name:			
Address:			
City, State, Zip:			
City, Country, Country Code (if outside the U.S.)			
Contact Telephone:		Email Address:	

I hereby acknowledge and accept the above terms of this Online Bidding Contract and agree to comply with same. Facsimile and electronic signatures of the parties to this Contract shall be treated as original signatures.

--	--

Signature of Acceptance

Date

Purchaser Initials _____

Advice No.

STANDARD SALES CONTRACT
SALE OF REAL PROPERTY BY THE UNITED STATES

1. THE OFFER DATE OF THIS CONTRACT (THE DATE SIGNED BY THE PURCHASER) IS August 26 20 20.
2. THE UNITED STATES OF AMERICA, acting through the ☒ Rural Housing Service; ☐ Rural Utilities Service; ☐ Rural Business-Cooperative Service; ☐ Farm Service Agency, hereinafter referred to as the "Agency", as SELLER, agrees to sell to the PURCHASER named below, and said purchaser agrees to buy, the property identified hereinafter, subject to the CONDITIONS OF SALE on pages 3 and 4 hereof which are incorporated and made part here of. PROPERTY IDENTIFICATION. Street address, including ZIP code and county: 5 Wayne Avenue, Cape May Court House, NJ 08210
3. Brief Legal Description: Block 56.06, Lot 3
4. together with the appurtenances there unto belonging. EARNEST MONEY DEPOSIT, \$ 5,000.00, (TO BE REFUNDED TO PURCHASER IF THIS OFFER REJECTED OR IF AGENCY CREDIT SALE IS NOT APPROVED) ☐ TO BE REFUNDED TO PURCHASER AT CLOSING ☐ TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE REFUNDED TO PURCHASER ☒ TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE APPLIED TO THE PURCHASE PRICE.
5. PRICE: \$ _____ CASH AT CLOSING: \$ _____, WITH BALANCE OF \$ 0.00 BY CREDIT SALE (SECURED BY MORTGAGE OR DEED OF TRUST) ACCEPTED BY AGENCY PROVIDING FOR EQUAL _____ INSTALLMENTS OF PRINCIPAL AND INTEREST AT THE AGENCY INTEREST RATE IN EFFECT AS SET FORTH IN RD INSTRUCTION 440.1 (AVAILABLE IN ANY AGENCY OFFICE) AT THE TIME THE APPLICANT IS NOTIFIED THE CREDIT SALE IS APPROVED ☐ WITH ANY BALANCE OF THE LOAN TO BE PAID IN FULL NOT LATER THAN THE _____ ANNIVERSARY OF THE LOAN.
6. CONTINGENCY. If a credit sale is indicated in paragraph 5 above, this contract is contingent upon the Agency approving a credit sale, satisfactory to and in the name of the following party(ies):
7. CONVEYANCE. Title is to be taken in the following name and style:
8. SIGNATURE. This contract is signed by one or more of those personally named in paragraph 6 or an authorized party or official of the legal entity named in paragraph 6 (called the Purchaser).
9. OCCUPANCY. Purchaser will close with property ☒ vacant; subject to ☐ Purchaser's own occupancy only; ☐ occupancy by other(s).
10. THE PROPERTY DESCRIBED IN THIS CONTRACT ☒ is ☐ is not subject to taxation while owned by the Government. Taxes will be ☒ paid in full ☐ prorated in accordance with Item H, page 3 of form.
11. DEED RESTRICTION. The property ☒ is ☐ is not subject to deed restrictions in accordance with ~~Item O, page 3~~ of form.
12. SPECIAL STIPULATIONS: Exhibit A
13. The sale shall be closed at Foundation Title, LLC - Woodbury 856-853-0083 within thirty (30) days after indication by the Seller of readiness to close, unless the parties otherwise agree in writing.

Purchaser has signed this contract on the date shown in paragraph 1, above.

Purchaser's Signature

Type or Print Purchaser's Name

Purchaser's Signature

Type or Print Purchaser's Name

Co-Signer's Signature

Type or Print Co-Signer's Name

ACCEPTED BY THE UNITED STATES OF AMERICA

BY _____
(Signature)

(Type Name and Title of Official)

(Agency)

UNITED STATES DEPARTMENT OF AGRICULTURE

Date Accepted _____

PURCHASER'S ADDRESS

BROKER'S CERTIFICATION (IF SOLD THROUGH A REAL ESTATE BROKER)

The undersigned Broker certifies that neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of race, color, religion, sex, age, handicap, national origin or marital status. The undersigned further acknowledges that no commission, as stated on the notice of real property for sale shall be due or earned until and unless this contract is closed and title has passed to the purchaser herein. Earned commissions will be paid in cash at closing and passing of title only where sufficient cash to cover the commission is paid by purchaser; otherwise commission is paid by the Agency in approximately four weeks after closing.

NOTE: The broker must sign this certification.

22-3326770

Broker's Social Security or Employer Identification No.



(Broker's Signature)

Richard G. Warner

(Type or Print Name of Broker)

(Co-Broker Signature, if applicable)

Co-Broker's Social Security or Employer Identification No.

(Type or Print Name of any Co-Broker)

Exhibit "A"

THE PARTIES, UNITED STATES OF AMERICA (SELLER) and _____
(BUYER), collectively referred to as "The Parties", relating to the real estate contract for sale dated August 26th, 2020 for the sale of the property located in _____ Township of Middle _____ and further described as 5 Wayne Avenue, Cape May Court House, NJ 08210 on the tax map of Cape May County, New Jersey (Block 56.06, Lot 3).

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS

Pursuant to section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. & 1480(e), RHS has determined the dwelling on this property inadequate for residential occupancy. The quitclaim deed by which this property will be conveyed will contain a covenant restricting it from residential use. The subject property may be released from the effect of this covenant upon submission of a New Jersey Certificate of Occupancy (issued pursuant to the NJ Uniform Construction Code) or a Certificate of Compliance (issued pursuant to the NJ Building Subcode).

UNITED STATES OF AMERICA (SELLER)

Dated: _____

(BUYER)

Dated: _____

Purchaser Initials _____

Exhibit "B"

Legal Description

All that certain tract or parcel of land, situated, lying and being in Middle Township, County of Cape May, and State of New Jersey, more particularly described as follows:

BEING Lot 3, Block 56G on Map of Johnson Acres, Section 1, duly filed on February 17, 1972, File #1125. KNOWN as Lot 3, Block 56.06 on the current tax map of Middle Township, more particularly described according to a survey of same prepared by Karr Land Surveying dated April 18, 1994, viz.

BEGINNING at an iron pipe found in the Southeasterly line of Wayne Avenue (50 feet wide) said point of beginning being in the division line between Lots 3 and 4 and being distant 474.39 feet Northeastwardly from a concrete monument marking the intersection of the said Southeasterly line of Wayne Avenue with the Northeastly line of Ellen Avenue (50 feet wide) as shown on filed Map #1125.
from said point of beginning:

1) along the said Southeasterly line of Wayne Avenue, North 51° 38' East, 75 feet to a found iron pipe in the division line between Lots 2 and 3

2) along said division line between Lots 2 and 3, South 38° 22' East, 200 feet to a found metal bar in the rear line of Lot 3 and its division line with the King Tract

3) thence along last named division line, South 51° 38' West, 75 feet to a found iron pipe in the division line between Lots 3 and 4; thence

4) thence along said division line between Lots 3 and 4, North 36° 22' West, 200 feet to the place of beginning.

NOTE FOR INFORMATION:

BEING known as 5 Wayne Avenue, Middle Township, Cape May County, State of New Jersey, Block 56.06, Lot 3 on the tax map of Middle Township.

NOTE FOR INFORMATION: The mailing address of the premises is 5 Wayne Avenue, Cape May Court House, NJ 08210.

Purchaser Initials _____

CONSUMER INFORMATION STATEMENT ON NEW JERSEY REAL ESTATE RELATIONSHIPS

In New Jersey, real estate licensees are required to disclose how they intend to work with buyers and sellers in a real estate transaction. (In rental transactions, the terms "buyers" and "sellers" should be read as "tenants" and "landlords," respectively.)

1. AS A SELLER'S AGENT OR SUBAGENT, I, AS A LICENSEE, REPRESENT THE SELLER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE BUYER WILL BE TOLD TO THE SELLER.
2. AS A BUYER'S AGENT, I, AS A LICENSEE, REPRESENT THE BUYER AND ALL MATERIAL INFORMATION SUPPLIED TO ME BY THE SELLER WILL BE TOLD TO THE BUYER.
3. AS A DISCLOSED DUAL AGENT, I, AS A LICENSEE, REPRESENT BOTH PARTIES, HOWEVER, I MAY NOT, WITHOUT EXPRESS PERMISSION, DISCLOSE THAT THE SELLER WILL ACCEPT A PRICE LESS THAN THE LISTING PRICE OR THAT THE BUYER WILL PAY A PRICE GREATER THAN THE OFFERED PRICE.
4. AS A TRANSACTION BROKER, I, AS A LICENSEE, DO NOT REPRESENT EITHER THE BUYER OR THE SELLER. ALL INFORMATION I ACQUIRE FROM ONE PARTY MAY BE TOLD TO THE OTHER PARTY.

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of business relationship you have with that licensee. There are four business relationships: (1) seller's agent; (2) buyer's agent; (3) disclosed dual agent; and (4) transaction broker. Each of these relationships imposes certain legal duties and responsibilities on the licensee as well as on the seller or buyer represented. These four relationships are defined in greater detail below. Please read carefully before making your choice.

SELLER'S AGENT

A seller's agent WORKS ONLY FOR THE SELLER and has legal obligations, called fiduciary duties, to the seller. These include reasonable care, undivided loyalty, confidentiality and full disclosure. Seller's agents often work with buyers, but do not represent the buyers. However, in working with buyers a seller's agent must act honestly. In dealing with both parties, a seller's agent may not make any misrepresentations to either party on matters material to the transaction, such as the buyer's financial ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose.

Seller's agents include all persons licensed with the brokerage firm, which has been authorized through a listing agreement to work as the seller's agent. In addition, other brokerage firms may accept an offer to work with the listing broker's firm as the seller's agents. In such cases, those firms and all persons licensed with such firms, are called "sub-agents." Sellers who do not desire to have their property marketed through sub-agents should so inform the seller's agent.

BUYER'S AGENT

A buyer's agent WORKS ONLY FOR THE BUYER. A buyer's agent has fiduciary duties to the buyer, which include reasonable care, undivided loyalty, confidentiality and full disclosure. However, in dealing with sellers, a buyer's agent must act honestly. In dealing with both parties, a buyer's agent may not make any misrepresentations on matters material to the transaction, such as the buyer's ability to pay, and must disclose defects of a material nature affecting the physical condition of the property which a reasonable inspection by the licensee would disclose.

A buyer wishing to be represented by a buyer's agent is advised to enter into a separate written buyer agency contract with the brokerage firm which is to work as their agent.

DISCLOSED DUAL AGENT

A disclosed dual agent WORKS FOR BOTH THE BUYER AND SELLER. To work as a dual agent, a firm must first obtain the informed written consent of the buyer and the seller. Therefore, before acting as a disclosed dual agent, brokerage firms must make written disclosure to both parties. Disclosed dual agency is most likely to occur when a licensee with a real estate firm working as a buyer's agent shows the buyer properties owned by sellers for whom that firm is also working as a seller's agent or sub-agent.

A real estate licensee working as a disclosed dual agent must carefully explain to each party that, in addition to working as their agent, their firm will also work as the agent for the other party. They must also explain what effect their working as a disclosed dual agent will have on the fiduciary duties their firm owes to the buyer and to the seller. When working as a disclosed dual agent, a brokerage firm must have the express permission of a party prior to disclosing confidential information to the other party. Such information includes the highest price a buyer can afford to pay and the lowest price a seller will accept and the parties' motivation to buy or sell. Remember, a brokerage firm acting as a disclosed dual agent will not be able to put one party's interests ahead of those of the other party and cannot advise or counsel either party on how to gain an advantage at the expense of the other party on the basis of confidential information obtained from or about the other party.

If you decide to enter into an agency relationship with a firm which is to work as a disclosed dual agent, you are advised to sign a written agreement with that firm.

TRANSACTION BROKER

The New Jersey Real Estate Licensing Law does not require licensees to work in the capacity of an "agent" when providing brokerage services. A transaction broker works with a buyer or a seller or both in the sales transaction without representing anyone. A TRANSACTION BROKER DOES NOT PROMOTE THE INTERESTS OF ONE PARTY OVER THOSE OF THE OTHER PARTY TO THE TRANSACTION. Licensees with such a firm would be required to treat all parties honestly and to act in a competent manner, but they would not be required to keep confidential any information. A transaction broker can locate qualified buyers for a seller or suitable properties for a buyer. They can then work with both parties in an effort to arrive at an agreement on the sale or rental of real estate and perform tasks to facilitate the closing of a transaction.

A transaction broker primarily serves as a manager of the transaction, communicating information between the parties to assist them in arriving at a mutually acceptable agreement and in closing the transaction, but cannot advise or counsel either party on how to gain an advantage at the expense of the other party. Owners considering working with transaction brokers are advised to sign a written agreement with that firm which clearly states what services that firm will perform and how it will be paid. In addition, any transaction brokerage agreement with a seller or landlord should specifically state whether a notice on the property to be rented or sold will or will not be circulated in any or all Multiple Listing System(s) of which that firm is a member.

**YOU MAY OBTAIN LEGAL ADVICE ABOUT THESE BUSINESS RELATIONSHIPS FROM YOUR OWN LAWYER.
THIS STATEMENT IS NOT A CONTRACT AND IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.**

**ACKNOWLEDGEMENT OF RECEIPT OF CONSUMER INFORMATION STATEMENT (CIS)
FOR SELLERS AND LANDLORDS**

"By signing this Consumer Information Statement, I acknowledge that I received this Statement from Warner Real Estate & Auction (Brokerage) prior to discussing my motivation to sell _____ of its representatives."

Signed _____

M. Geraldine L. Mangano

E7DF341B078C411...

FOR BUYERS AND TENANTS

"By signing this Consumer Information Statement, I acknowledge that I received this Statement from _____ (Brokerage) prior to discussing my motivation or financial ability to buy or lease with one of its representatives."

Signed _____

DECLARATION OF BUSINESS RELATIONSHIP

I, Richard G. Warner _____ (licensee) as an authorized representative of Warner Real Estate & Auction _____ (Brokerage) intend, as of this time, to work with you as a: (indicate one of the following)

- ☐ Seller's Agent only ☐ Buyer's agent only ☒ Seller's agent and disclosed dual agent if the opportunity arises
☐ Buyer's agent and disclosed dual agent if the opportunity arises ☐ Transaction Broker only
☐ Seller's agent on properties on which this firm is acting as the seller's agent and transaction broker on other properties

Date 07/27/2020



DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT ABOUT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

I. LEAD PAINT WARNING

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

II. PROPERTY ADDRESS:

5 Wayne Avenue
Cape May Court House NJ 08210

III. SELLER'S DISCLOSURE (initial) (To be completed and signed at time of listing)

DS
MGM

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

DS
MGM

(b) Records and Reports available to the seller (check one below):

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

☐ Seller has the following reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing, all of which seller has provided to its listing agent, and has directed its listing agent to provide purchaser or purchaser's agent with these records and reports prior to seller accepting any offer to purchase (list documents below):

DS
MGM

(c) If there is any change in the above information prior to seller accepting an offer from the purchaser to purchase, seller will disclose all changes to the purchaser prior to accepting the offer.

IV. SELLER'S CERTIFICATION OF ACCURACY

Seller(s) have reviewed the Seller's Disclosure in Section III and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

DocuSigned by:

Seller M. Geraldine D. Mangano Date 7/28/2020

Seller _____ Date _____

Seller E7DF341B618C411... Date _____

Seller _____ Date _____

V. LISTING AGENT'S CERTIFICATION OF ACCURACY

Listing Agent certifies that he/she has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Listing Agent Richard Warner

dotloop verified
07/28/20 8:10 AM EDT
X308-9XMI-Q14T-ZUGO

Date _____

VI. PURCHASER'S ACKNOWLEDGMENT (initial) (The Seller's Disclosure in Section III and Certification in Section IV and the Listing Agent's Certification in Section V to be completed and signed prior to purchaser signing this Disclosure.)

(a) Purchaser has received copies of all information listed in Section III above.

(b) Purchaser has received the pamphlet Protect Your Family From Lead in Your Home.



(c) Purchaser has (check one below):

- ☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

VII. PURCHASER'S CERTIFICATION OF ACCURACY

Purchaser(s) have reviewed the Purchaser's Acknowledgment in Section VI and certify, to the best of his/her/their knowledge, that the information they have provided is true and accurate.

Purchaser	Date	Purchaser	Date
Purchaser	Date	Purchaser	Date

VIII. SELLING/BUYER'S AGENT'S CERTIFICATION OF ACCURACY

Selling/Buyer's Agent certifies that the purchaser has received the information in section VI (a) and (b).

Selling/Buyer's Agent Date

Terms and Conditions

Thank you for your interest in this property. Contact Richard Warner if you need additional information (856-769-4111).

This online auction is a cash sale not contingent on or subject to financing, appraisal, survey, study period or inspections of any kind, as agreed to by bidders at registration prior to bidding, and specified in the Agreement for Sale of Real Estate. Property is sold in “AS-IS” condition with no warranties or guarantees of any kind.

Per the contract, “TIME IS OF THE ESSENCE,” and you should proceed to closing immediately. You must close the transaction within 30 days of auction bidding closing.

If your closing is delayed for any reason, by you, as purchaser, or other parties working on your behalf, including any lender you involve – you may be declared in breach of the contract, forfeit all deposits made, and could be additionally liable for any and all court costs, any price difference in a subsequent resale of the property, and all future auction costs incurred by the seller and Warner Real Estate & Auction Co.

Bid with confidence, but please do not delay your closing!

Terms & Conditions

Contract for Sale of Real Estate: This property is offered under the specific terms provided in the contract. The Contract for Sale of Real Estate is available at www.WarnerRealtors.com in the property information packet located from within the “**DOCUMENTS**” section. Please read and review the contract thoroughly prior to bidding on any property. **If you have not read and reviewed the Contract for Sale of Real Estate, DO NOT BID!**

Foundation Title, LLC has performed a title search on the property. **You can use your own to review the documents, however, Foundation Title, LLC will be the closing title company.**

Warner Real Estate & Auction Co. has the sole authority to resolve any bidding disputes that may arise.

Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Warner Real Estate & Auction Co. will reject the registration, and bidding activity will be terminated.

Extended Bidding: All online auctions have a scheduled ending time. All auctions have an extended bidding feature. Each auction will automatically extend if a bid is received in the last three (3) minutes prior to the scheduled ending time. For example: If an auction is scheduled to end at 1:00 p.m., and a bid is received at 12:58 p.m. on an individual item, then the bidding will remain open on that item until 1:01 p.m. the extending bidding will remain active until no additional bids are received in a three (3) minute time period.

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Earnest Money: At the close of the auction, the successful bidder will be emailed the contract package to execute and return to Warner Real Estate & Auction Co. **The successful bidder will deposit a \$5,000 non-refundable down payment in the form of wire transfer or cashier's check to Foundation Title, LLC.** The entirety of the remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees.

Insurable Title: It is understood that insurable title, free of encumbrances, except subject to all reservations, easements, rights of way, and restrictive covenants of record or on the premises, and to all government statutes, ordinances, rules and regulations is to be furnished. The described property is to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer. In the event the Seller cannot convey insurable title to the property, your earnest money deposit will be returned.

Financing: Sale of the property is **not contingent** upon buyer obtaining financing.

Inspection: All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Warner Real Estate & Auction, Co., disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10 calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Base Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Warner Real Estate & Auction Co., its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. All information and dimensions were derived from sources believed to be correct but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

Buyer's Premium: No Buyer's Premium

Contracts: Contract Packages will be sent by e-mail to the high bidder, who must execute and email, fax or overnight mail back to Warner Real Estate & Auction, Co., within 24 hours of receipt. **If the successful bidder does not execute and return their contract with earnest money deposit within 24 hours of receipt they will be considered in default and subject to legal action. This is a legal binding contract.**

Auction Administrative Fee: In the event a winning bidder fails to submit the signed 'Contract for Sale of Real Estate' and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$15,000.00 on the credit card provided at auction registration. Additional default remedies are reserved by Warner Real Estate & Auction Co., and the Seller as provided in the Auction Terms & Conditions and the 'Contract for Sale of Real Estate'. All administrative fees are non-refundable.

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Conditions of Default: If any conditions contained herein are not complied with by the buyer, Warner Real Estate & Auction, Co. may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payments made by such buyer, b) resell the property at public auction or privately on seven days' notice to such buyer, or c) take such other action as it deems necessary or appropriated. If Warner Real Estate & Auction Co., resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. **In any event, the buyer's \$5000 earnest money deposit will be immediately released by Foundation Title, LLC and retained by Seller, United States Department of Agriculture (USDA) as liquidated damages.**

Closing: Time being of the essence, this sale shall be closed on or before 30 days from the auction bidding closing on August 26th, 2020. The successful buyer will also be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before specified dates. Closing is to take place on or before 30 days from date of auction. Buyer acknowledges and agrees that time is of the essence.

Agency Disclosure: In all transactions, the auctioneer is acting as agent for the seller, not as buyer's agent. Warner Real Estate & Auction, Co. reserves the right to remove or cancel the bids and or bidding rights and privileges of any party, deemed not to be in the best interest of the seller, at any time.

Disclaimer: All information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete.

Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold "AS IS with any and all faults". Please review all information supplied and seek appropriate assistance prior to bidding.

Indemnification and Release: Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably release Seller and Auctioneer and their respective employees, officers, directors, representatives, and agents from any and all claims that purchaser may have or hereafter acquire against Seller and Auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof.

Broker Participation: Pre-approved (no later than 5 pm (Eastern) 8/25/2020) broker participation is well compensated. **Broker must fill out and submit broker participation form by time stated above and adhere to all rules in order to be compensated.**

Technical Issues: Neither the company providing the software nor the auction company shall be held responsible for a missed bid or the failure of the software to function properly for any reason. The online bidding will begin to close on Wednesday, August 26th, 2020 @ 10:30 am (Eastern Time). If there is bidding in the last few minutes before the auction closes, extended bidding will commence. If there are no bids within 3 minutes, the auction will end. This procedure prohibits any last second 'sniping'

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from taking place. Please contact Richard Warner @ 856-769-4111 if you need assistance with registering and the online bidding platform.

Purchaser: _____

Date: _____

Witness: _____

Date: _____

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Additional Terms and Conditions



U.S. Dept. of Agriculture

The deed for this property will contain a covenant restricting residential occupancy and requiring repairs by the new owner at their expense to the extent that the purchased property is habitable and a certificate of occupancy can be obtained after closing. The USDA has the right to inspect and verify that the work has been done:

Pursuant to Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. & 1480(e), the purchaser ('Grantee' herein) of the above described real property (the 'subject property' herein) covenants and agrees with the United States acting by and through Rural Development (the 'Grantor' herein) that the dwelling unit(s) located on the subject property as of the date of this Quitclaim Deed will not be occupied or used for residential purposes until a New Jersey Certificate of Occupancy (issued pursuant to the NJ Uniform Construction Code) or New Jersey Certificate of Compliance (issued pursuant to the NJ Building Subcode) has been submitted to the Grantor. This covenant shall be binding on Grantee and Grantee's heirs, assigns and successors and will be construed as both a covenant running with the subject property and as an equitable servitude.

This covenant will be enforceable by the United States in any court of competent jurisdiction. When a New Jersey Certificate of Occupancy or New Jersey Certificate of Compliance has been submitted to the Grantor, the subject property may be released from the effect of this covenant and this covenant will thereafter be of no further force or effect.



This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue., S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

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