



## CONDITIONS OF SALE



The Sheriff's conditions of sale are as follows and will apply in all sales:

The purchaser shall be the highest bidder, and shall sign his/her name to these conditions and pay down twenty percent (20%) of the purchase amount in cash (not to exceed \$1,000.00), certified check, or cashier's check made payable to the Cumberland County Sheriff, **IMMEDIATELY** upon the conclusion of the Foreclosure Sale.

If the successful bidder cannot satisfy this requirement, the bidder shall be in default and the sheriff shall immediately void the sale and proceed further with the resale of the premises without the necessity of adjourning the sale, without renotification of any party to the foreclosure, and without the republication of any sales notice.

A deed will be delivered to the purchaser **WHEN** the purchaser pays the balance of the amount bid in certified check, cashier's check, but not later than thirty calendar days from the date of the sale.

The purchaser will be held liable for the payment of the purchase money, whether he/she attends and receives the deed or not; and in case he/she shall neglect to receive the deed and pay the balance of purchase money as aforementioned, the property will be advertised and sold again. If the second sale produces a less sum than the former bid, interest, and expenses, the purchaser will be held liable for the deficiency; to meet which, the money paid by him/her shall be retained and applied by the Sheriff.

This sale is made subject to payment of any and all unpaid taxes, assessments, water rents, utilities, and such facts as an accurate survey and title search of the premises might disclose. Said sale shall be "as is and where is" and the premises shall be subject to local code for purposes of any and all requisite fire inspection and/or prevention, certificate of occupancy issues, outstanding building permits, outstanding stop work orders, NJDEP enforcement orders or action, Dept. of Health/Board of Health enforcement orders or action, and such other conditions relating to the condition of the property and premises such as may exist as of the date of sale. The Sheriff is not responsible for any misrepresentations or omissions, intentional or otherwise, made with regard to the subject premises.

**THE PURCHASER WILL PAY THE COSTS OF RECORDING THE DEED AND THE REALITY TRANSFER TAX.** *[Effective 5/1/2017 - Please refer to the County Clerk's website regarding a new requirement when recording hard copies of Deeds. <http://ccclerknj.com/april-24-2017-cumberland-county-cover-sheets/>]*

**IN ADDITION, SHOULD THERE BE A BANKRUPTCY OF THE MORTGAGOR, THEN YOU MAY HAVE TO APPLY TO THE BANKRUPTCY COURT FOR AN ORDER VOIDING THE SALE TO GET YOUR MONEY BACK, OR TO CONFIRM THE SALE AND DIRECT THE SHERIFF TO GIVE YOU A DEED. THE SHERIFF CANNOT RETURN YOUR DEPOSIT WITHOUT AN ORDER OF THE BANKRUPTCY COURT.**

The representative for the bank will announce an "upset" amount prior to each sale. Please note that if you intend to bid on a property, you should start the bidding at that "upset" amount. If a low bid is provided the representative will bid against you until the "upset" amount is reached.

We request no talking or use of cell phones during sale time. We would also request that any questions or discussions be held until after sale time.

**CUMBERLAND COUNTY SHERIFF'S OFFICE**  
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