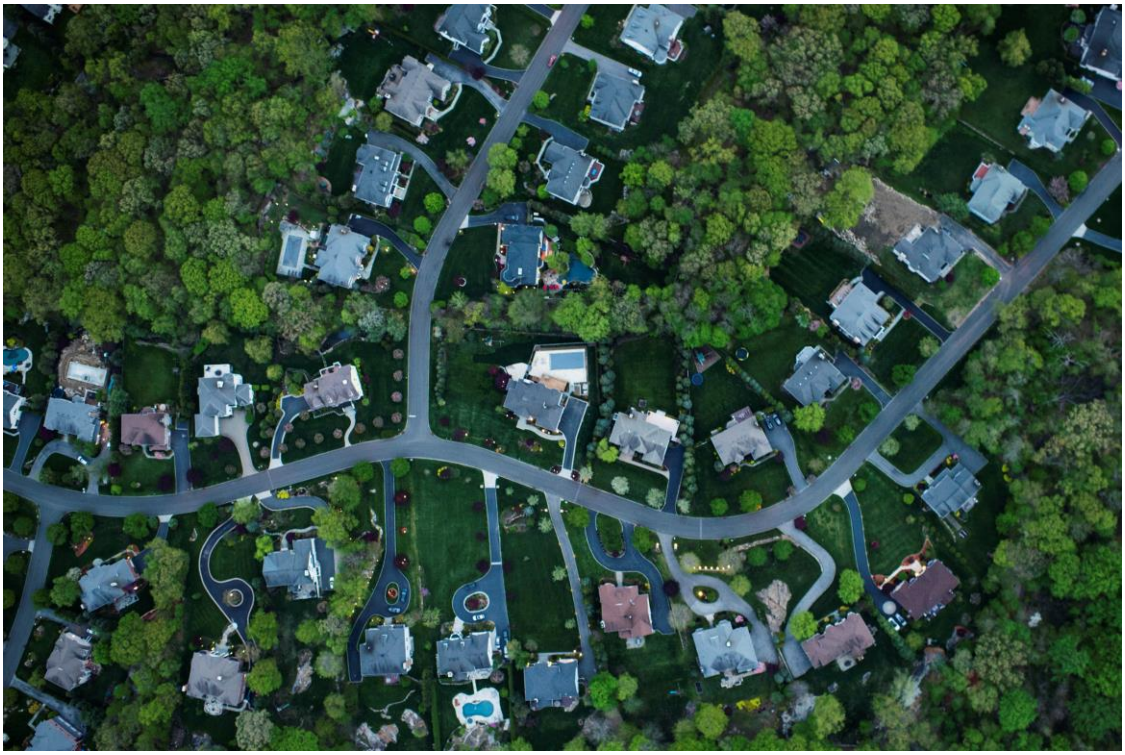
Cumberland County Sheriff's Office



FORECLOSURE SALES PUBLIC INFORMATION

Created 5/2024 sp

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The Cumberland County Sheriff's Office Cannot Provide Legal Advice. The contents of this book are provided as a courtesy and is not considered legal advice.

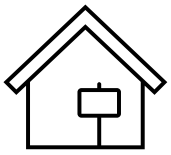



Sale Dates

Current Year

And

Upcoming Year




CUMBERLAND COUNTY
SHERIFF'S OFFICE

220 N LAUREL STREET
BRIDGETON, NJ 08302
PHONE (856) 451-4449 FAX (856) 453-1902

Michael Donato
Sheriff

Michael Speranza
Undersheriff
Thomas Speranza
Undersheriff

2024

SALES WILL BE HELD EVERY OTHER WEDNESDAY AT 2PM

1/03/2024
1/17/2024
1/31/2024
2/14/2024
2/28/2024
3/13/2024
3/27/2024
4/10/2024
4/24/2024
5/08/2024
5/22/2024
6/05/2024
6/19/2024
7/03/2024
7/17/2024
7/31/2024
8/14/2024
8/28/2024
9/11/2024
9/25/2024
10/09/2024
10/23/2024
11/06/2024
11/20/2024
12/04/2024
12/18/2024

- Deposits for Sheriff Sales are $2,000.00.
- As of 7/29/2019 the plaintiff is entitled to only two, four week postponements.
- Besides the initial plaintiff adjournment fee, any matter adjourned on behalf of a plaintiff on (or after) its day of scheduled sale will be charged a $28 adjournment fee, each occurrence.
- Upset amounts announced at the time of sale shall take into consideration all fees, including the $350.00 Foreclosure Intervention Fund.

CUMBERLAND COUNTY
SHERIFF'S OFFICE

220 N LAUREL STREET
BRIDGETON, NJ 08302
PHONE (856) 451-4449 FAX (856) 453-1902

Michael Donato
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Michael Speranza
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Thomas Speranza
Undersheriff

2025

SALES WILL BE HELD EVERY OTHER WEDNESDAY AT 2PM

Coming Soon

- Deposits for Sheriff Sales are $2,000.00.
- As of 7/29/2019 the plaintiff is entitled to only two, four week postponements.
- Besides the initial plaintiff adjournment fee, any matter adjourned on behalf of a plaintiff on (or after) its day of scheduled sale will be charged a $28 adjournment fee, each occurrence.
- Upset amounts announced at the time of sale shall take into consideration all fees, including the $350.00 Foreclosure Intervention Fund.




NOTICE TO RESIDENTIAL TENANTS OF RIGHTS DURING FORECLOSURE




CUMBERLAND COUNTY
SHERIFF'S OFFICE

220 N LAUREL STREET
BRIDGETON, NJ 08302
PHONE (856) 451-4449 FAX (856) 459-0452

Michael Donato
Sheriff

Michael Speranza
Thomas Speranza
Undersheriffs

NOTICE TO RESIDENTIAL TENANTS OF RIGHTS DURING FORECLOSURE

A FORECLOSURE ACTION HAS BEEN FILED CONCERNING **(insert address of property)** DOCKET NO. F- - AND THE OWNERSHIP OF THE PROPERTY MAY CHANGE AS A RESULT.

UNTIL OWNERSHIP OF THE PROPERTY CHANGES OR YOU ARE OTHERWISE INFORMED BY THE COURT OR THE MORTGAGE HOLDER, YOU SHOULD CONTINUE TO PAY RENT TO THE LANDLORD OR TO A RENT RECEIVER, IF ONE IS APPOINTED BY THE COURT. YOU SHOULD KEEP RECEIPTS OR CANCELED CHECKS OF YOUR RENT PAYMENTS. IF YOU ARE NOT SURE HOW OR WHERE TO PAY RENT, SAVE YOUR RENT MONEY SO THAT YOU WILL HAVE IT WHEN THE OWNER DEMANDS IT. NONPAYMENT OF RENT IS GROUNDS FOR EVICTION.

FORECLOSURE ALONE IS GENERALLY NOT GROUNDS TO REMOVE A BONA FIDE RESIDENTIAL TENANT. TENANTS WHO WANT TO STAY IN THEIR HOMES CAN BE REMOVED ONLY THROUGH A COURT PROCESS. WITH LIMITED EXCEPTIONS, THE NEW JERSEY "ANTI-EVICTION ACT" PROTECTS RESIDENTIAL TENANTS' RIGHTS TO REMAIN IN THEIR HOME. THIS LAW INCLUDES PROTECTION FOR TENANTS WHO DO NOT HAVE WRITTEN LEASES.

IT IS UNLAWFUL FOR ANYONE TO TRY TO FORCE YOU TO LEAVE YOUR HOME OUTSIDE THE COURT PROCESS, INCLUDING SHUTTING OFF UTILITIES OR FAILING TO MAINTAIN THE PREMISES.

**NJ R.4:64-1 - Appendix III-K adopted November 17, 2009 to be effective immediately.*

CUMBERLAND COUNTY
SHERIFF'S OFFICE

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Michael Donato
Sheriff

Michael Speranza
Thomas Speranza
Undersheriffs

NOTICE TO RESIDENTIAL TENANTS

OF RIGHTS DURING FORECLOSURE

Until ownership of the property changes or you are otherwise informed by the court or the mortgage holder, you should continue to pay rent to the landlord or to a rent receiver, if one is appointed by the court. You should keep receipts or canceled checks of your rent payments. If you are not sure how or where to pay rent, save your rent money so that you will have it when the owner demands it. Nonpayment of rent is grounds for eviction.

Foreclosure alone is generally not grounds to remove a bona fide residential tenant. Tenants who want to stay in their homes can be removed only through a court process. With limited exceptions, the New Jersey "anti-eviction act" protects residential tenants' rights to remain in their home. This law includes protection for tenants who do not have written leases.

It is unlawful for anyone to try to force you to leave your home outside the court process, including shutting off utilities or failing to maintain the premises.

For additional information as to your rights as a tenant of a foreclosed property please contact any of the following:

Cumberland County Lawyer Referral: 856-696-5550

South Jersey Legal Services: 856-691-0494

NJ 2-1-1: Dial 211 or 877-652-1148

Or an attorney of your choice.

The Cumberland County Sheriff's Office is unable to provide legal advice.

Updated 5/2024




Defendant/ Current Homeowner Information




Frequently Asked Questions

By Defendant's/Current Homeowners:

- Is the sale held at my house?
  - No the sale is conducted at the Sheriff's Office.

- Can I request more time to stay in my home?
  - Yes, you are entitled to two, four week postponements. These can be used individually or together.
  - **This request must be submitted in writing prior to the sale date**. We have a form letter available on our website at: http://www.CumberlandCountyNj.gov/sheriffsales . Or you can write your own letter.
    - The letter must include: Your name, address, the current sale date, the number of adjournments requested, a brief reason for the request and your signature.
    - **You may fax this request to 856-459-0452**, mail it or bring it in person to the Sheriff's Office located at 220 North Laurel Street Bridgeton, NJ 08302.
  - Once we receive your request for 1 or 2 postponements we process the request and send a letter to the plaintiff's attorney letting them know you used a postponement and the new sales date.
    - A copy is sent to you in the mail for your records.

- What if I need more time?
  - The Sheriff is unable to grant anymore time.
    - **You may** apply to the court for an emergent stay using form 11277. The court will be able to provide more information on how to proceed with this process.
    - A link to form 11277 is provided below for you convenience.
    - https://www.njcourts.gov/sites/default/files/forms/11277_fm_nom_sheriffstay_salepacket.pdf
    - Completed form 11277 should be taken or mailed to:
      Cumberland County Court House, 60 W Broad St, Bridgeton, NJ 08302
      856-451-8000

- What happens if I file bankruptcy?
  - Proof of your bankruptcy must be received in our office.
  - We inform the plaintiff's attorney of your bankruptcy and wait for further instructions.

- Do I have to be out of my home by the sale date?
  - The short answer is no. You do have a 10 day redemption period in which you may be able to save your home.

- What if I don't leave the home after the sale and the new homeowner wants me to leave?
  - **You may** be served with a Writ of Possession, this states you have 15 days to vacate the home. After the 15 days the new owner may schedule a lock out date for the 16th day or later.

- **The Cumberland County Sheriff's Office cannot provide legal advice. Please view our brochure/flyer titled: Foreclosure Help for additional resources.**

Updated 5/2024

FREE HOUSING COUNSELING



HAVE YOU RECEIVED A FORECLOSURE NOTICE?

If yes, free housing counseling is available through NJHMFA's Foreclosure Mediation Assistance Program.

Mediation can save a home from foreclosure, yet too many homeowners enter the foreclosure process with their mortgage lender without professional guidance or an understanding of the type of relief that may be available to them.

How can housing counseling help?

Housing counseling can offer you hope. A housing counselor acts as an advocate, providing valuable assistance in helping you to explore all options as you work through the state's court mediation program. Counselors will create an action plan and help you complete the necessary paperwork to try and save your home. They can also offer other services such as:

- negotiating with the lender if necessary
- providing post-mediation counseling and/or transition assistance

GET A LIST OF HUD-CERTIFIED HOUSING COUNSELING AGENCIES AT WWW.NJHOUSING.GOV/FORECLOSURE

FREE HOUSING COUNSELING

Research has shown that homeowners who participated in counseling:

- Were nearly three times as likely to receive a loan modification;
- 70 percent more likely to remain current on their mortgage after receiving the loan modification;
- Achieved on average a reduction of $5,000 annually on their mortgage payment.

To qualify for mediation:

- The property must be the subject of an active residential mortgage foreclosure action.
- Mediation must be requested within 60 days after service of the foreclosure summons and complaint unless a court order is entered directing the parties to mediation.
- The homeowner must be living in the property that is in foreclosure, and all borrowers listed on the note must agree to participate in mediation.
- The homeowner will not qualify if they are in bankruptcy.

Don't wait. The sooner you call a HUD-Certified Housing Counselor, the more options you'll have.

GET A LIST OF HUD-CERTIFIED HOUSING COUNSELING AGENCIES AT WWW.NJHOUSING.GOV/FORECLOSURE

NJ HMFA

THE GREAT SEAL OF THE STATE OF NEW JERSEY

EQUAL HOUSING OPPORTUNITY

NJHMFA, which receives no state funding, is a self-sufficient agency of state government dedicated to offering New Jersey residents affordable and accessible housing.

FORECLOSURE HELP / LEGAL RESOURCES

Message from Sheriff Michael Donato:

As difficult and devastating as foreclosure can be, there is still help available. Please find below a listing of a few state and local agencies that can help during the foreclosure process. It is not a complete listing, and no promise can be made as to their effectiveness, however, they are being provided as a starting point to let you know that you are not alone during this time.

Cumberland County Human Services 856-459-3080 or Homeless Division 856-453-2171

NJ Judiciary Foreclosure Mediation Program
Phone: 1-888-576-5529 Website: http://www.lsnjlaw.org

NJHMFA
Website**: http://www.njhousing.gov/foreclosure/**
Phone: 1-855-647-7700 or 609-278-7660
E-Mail: hardesthitnj@njhmfa.gov

HUD/FHA
Website**:https://www.hud.gov/states/new_jersey/homeownership/foreclosure**
(800) 569-4287 or TTY (800) 877-8339. Housing Counselors
Around the Clock Advice from housing experts. Call (888) 995-HOPE (4673) for free, comprehensive foreclosure assistance around the clock

Clarifi
Phone: 215-563-5665 or 800-989-2227

Catholic Charities Diocese of Camden (Homelessness Prevention Program)
Phone: 856-691-1841
800 E. Chestnut Ave.
Vineland, NJ 08360

South Jersey Legal Services
Phone: 856-691-0494

Lawyer Referral – Cumberland County of Cumberland
Cumberland County Bar Association
Referral Services: 856-696-5550
Ask for: Cumberland County Lawyer

Foreclosure Scams – http://www.njconsumeraffairs.gov/

NJ 2-1-1 Non-Emergency Help Line/ First Call for Help
http://www.nj211.org/foreclosure
Dial 2-1-1 or 877-652-1148

Community Wealth Preservation Program enacted on 1/12/2024.
This legislation may be able to help you buy your home back at a sheriff's sale. More information can be found by reading A/5664/S4240 – N.J.S.A. 2A 50-54. A copy can be provided by our office or located on our website.

BEWARE OF FORECLOSURE SCAMS. Before you provide personal information, sign any papers or pay any money to save your home, please see: **Foreclosure Scams - How to Avoid Them** , provided by the New Jersey Division of Consumer Affairs.

Foreclosure Scams HOW TO AVOID THEM

consumer *brief*

The thought of losing one's home through foreclosure is a frightening prospect. In desperation, many homeowners fall victim to con artists who offer to help them save their homes, but ultimately make the situation worse.

These con artists cheat homeowners out of thousands of dollars and their homes through deceit, deception and lies.

WHAT IS FORECLOSURE?

Foreclosure is the equitable proceeding in which a bank or other secured creditor sells or repossesses a parcel of real property (immovable property) due to the owner's failure to comply with an agreement between the lender and borrower called a "mortgage" or "deed of trust."

THE SCAM: TRANSFER OF DEED

Homeowners are urged to transfer their property deed for a minimal payment offered by the con artist. The con artist may promise to transfer the deed back after certain conditions are met. A homeowner may receive a few thousand dollars in return for signing away his or her ownership of the home but can end up losing tens of thousands of dollars in equity due to the homeowner as well as the title to the home. The con artist's verbal promises go unfulfilled.

HOW THE HOMEOWNER LOSES AND THE CON ARTIST PROFITS

The Foreclosure Process

Often times, after obtaining the deed, the con artist allows the home to go through foreclosure. At the sheriff's sale*, the home often sells for more than what is owed to the mortgage company and the taxing authorities.

** A sheriff's sale is an auction of property conducted by the sheriff following a court order to seize and sell a property to pay a debt after notice to the public.*

The difference between the sales price and amount owed is called **Surplus Funds**.

The deed holder is entitled to the Surplus Funds. The con artist who bought the deed, sometimes for a small amount, is entitled to apply for the Surplus Funds. The original homeowner who would have been entitled to those funds loses out on potentially tens of thousands of dollars.

HOW HOMEOWNERS CAN PROTECT THEMSELVES

When homeowners are contacted about foreclosure options by a third party, homeowners should:

- Contact their lender. They may be able to work a re-payment plan (forbearance agreement) that is within a homeowner's budget;
- Seek legal advice through a trusted attorney, not one appointed by the company or individual soliciting them;

Continued



800-242-5846 › New Jersey Division of Consumer Affairs
www.NJConsumerAffairs.gov

NEW JERSEY DIVISION OF CONSUMER AFFAIRS

HOW HOMEOWNERS CAN PROTECT THEMSELVES

- Never sign away ownership of the home by a quitclaim deed or otherwise without consulting a trusted attorney;
- Be especially suspicious of offers to lease back the home, in order to buy it back over time. These offers may sound good, but often make it impossible to re-purchase the home;
- Never make mortgage payments to anyone other than the lender;
- Never listen to anyone other than the lender regarding the mortgage payments or due dates;
- Beware of any home-sale contract in which the homeowner is not formally released from liability for their mortgage;
- Do not sign any document with blank lines or spaces; information could be added later without your knowledge and consent (ask for copies of any documents that are signed);
- Consider selling the home through a licensed real estate agency;
- Be wary of individuals who offer to take title to your home. You should get advice from a trusted attorney; and
- Contact the Division of Consumer Affairs if you feel you have been a victim of fraud.

Be an Informed Consumer… *We can Help!*

New Jersey Office of the Attorney General

DIVISION OF CONSUMER AFFAIRS

Consumer Service Center
124 Halsey Street
P.O. Box 45025
Newark, NJ 07101

973-504-6200

800-242-5846
(toll free within N.J.)

E-Mail: ***AskConsumerAffairs@dca.lps.state.nj.us***

website:
www.NJConsumerAffairs.gov

800-242-5846 › New Jersey Division of Consumer Affairs
www.NJConsumerAffairs.gov

If your property was sold at sheriff sale and you believe **surplus funds** are available please contact our office at 856-451-4449 ext. 25116 or Call the New Jersey Superior Court Trust Fund Unit at 609-421-6100. **Surplus Funds Scams - How To Avoid them**, provided by the New Jersey Division of Consumer Affairs.

SURPLUS FUNDS Scams HOW TO AVOID THEM

consumer *brief*

Homeowners in foreclosure should be aware of Surplus Funds scams. **Surplus Funds** are proceeds generated from the sale of your home at a sheriff's sale*. If your home is sold for more than what you owe on your mortgage and for taxes, you may be entitled to Surplus Funds, which in some cases could total thousands of dollars.

WHAT IS FORECLOSURE?

Foreclosure is the equitable proceeding in which a bank or other secured creditor sells or repossesses a parcel of real property (immovable property) due to the owner's failure to comply with an agreement between the lender and borrower called a "mortgage" or "deed of trust."

THE SURPLUS FUNDS SCAM–BEWARE

Con artists and companies looking to capitalize on your misfortune have been approaching home owners after the sheriff's sale takes place offering to apply for Surplus Funds on your behalf. Many will send letters offering assistance, or may even knock on your door.

THE SURPLUS FUNDS SCAM–THE PROBLEM

These con artists and/or companies are charging exhorbitant fees, sometimes up to 75% of your surplus amount, to apply for this money on your behalf. The reality is, for less than $100 and, in many instances, without the assistance of an attorney, you can apply for Surplus Funds on your own.

STEPS YOU CAN TAKE TO AVOID THE SURPLUS FUNDS SCAM

- After the sheriff's sale takes place, contact the sheriff's office in your county to determine if the sale of your home resulted in Surplus Funds.
- Contact the N.J. Superior Court Trust Fund Unit for assistance in applying for the Surplus Funds the sale of your home has generated. The Trust Fund Unit may be contacted by calling **609-421-6100** or by writing to:

  The Trust Fund Unit
  c/o Superior Court of New Jersey
  P.O. Box 971
  Trenton, N.J. 08625
- Speak with a trusted attorney.
- Contact the Division of Consumer Affairs if you feel you have been a victim of fraud.

** A sheriff's sale is an auction of property conducted by the sheriff following a court order to seize and sell a property to pay a debt after notice to the public.*

New Jersey Office of the Attorney General
DIVISION OF CONSUMER AFFAIRS

Consumer Service Center
124 Halsey Street
P.O. Box 45025
Newark, NJ 07101
973-504-6200
800-242-5846
(toll free within N.J.)

E-Mail: *AskConsumerAffairs@dca.lps.state.nj.us*

website:
www.NJConsumerAffairs.gov

800-242-5846 • New Jersey Division of Consumer Affairs
www.NJConsumerAffairs.gov

surplus-funds-scam • Revised 01/02/19

NAME AND ADDRESS: *(Please Print)*

_____

_____

_____

_____

Phone Number:_____

Other/Phone: _____

DATE: _____

Via facsimile 856-459-0452 or regular mail
Sheriff of Cumberland County
220 North Laurel Street
Bridgeton, NJ 08302

Dear Sir/Madam:

I would like to request the following:

( ) One, 4 week postponement
( ) Two, 4-week postponements

of my property that is scheduled for Sheriff's sale on _____,

for the following reason(s):_____

_____

_____

Thank you.

Sincerely,

_____
Signature (Required)

Nombre y dirección: (Por favor imprima)

_____

_____

_____

_____

Número teléfono:_____

Otros/teléfono: _____

Fecha: _____

Via facsimil 856-459-0452 o correo ordinario
Sheriff of Cumberland County
220 North Laurel Street
Bridgeton, NJ 08302

Querido Señor/Señora:

Me gustaría solicitar lo siguiente:

( ) Un aplazamiento de cuatro semanas
( ) Dos aplazamiento de cuatro semanas

de mi propiedad que está programada para la venta del Sheriff en _____,

por las siguientes razón:_____

_____

_____

Gracias.

Sinceramente,

_____
Firma (Requerida

Buyer/ Investor Information

Frequently Asked Questions

By Potential Investor Buyers:

- How does the bidding start?
  - The representative for the bank will announce and upset amount. You must begin your bidding at that upset amount. If the representative states "I have an upset of $50,000.00 on behalf of the plaintiff I bid $100.00." You would say "I bid $50,000.00". Additional bidding can be made in $100.00 increments or higher.
  - If there are no bids the property is SOLD back to the bank for $100.00.

- How much do I have to pay for a Sheriff Sale?
  - You need to have twenty percent (20%) of the final bid amount.

- How do I know what the final bid amount will be?
  - You should know the maximum amount of money you are willing to pay for the property. Make sure you have at least twenty percent (20%) of that amount with you.

- How is this amount paid?
  - Cash (but not more than $1,000.00 per transaction without prior written approval), certified check or cashier's check made payable to the **Sheriff of Cumberland County.**
  - Absolutely no third-party checks will be accepted.
  - **You must have these funds with you at the time of sale. Once we say "sold", you immediately come to the table and pay the 20%. You cannot leave to get the funds.**

- How long do I have to pay the balance?
  - You have 30 calendar days from the day of the sale to pay the balance of bid. These funds must also be a cashier's check or certified check made payable to the Sheriff of Cumberland County.

- How often are the sales held?
  - Sales are held every other Wednesday at 2 p.m., prevailing time.

- How often are the sale lists updated?
  - The sales list are updated throughout the day and maintained by a third party provider.
  - Please visit http://www.cumberlandcountynj.gov/sheriffsales for updated sales information.

- What other information should I know if I am interested in purchasing a property at Sheriff Sale?
  - You should also review our following brochures/flyers; Conditions of Sale, Disclaimer, Foreclosure Bulletin, and Information/Things to Remember.
  - **The Sheriff's Office is unable to provide legal advice**. Any questions should be directed to a real estate attorney or other attorney of your choosing.

Disclaimer

The Sheriff of Cumberland County and the County of Cumberland makes no representations or warranties as to the suitability of this information for your particular purpose, and that to the extent you use or implement this information in your own setting, you do so at your own risk.

The information provided herewith is solely for your own use and cannot be sold. In no event will the Sheriff of Cumberland County or the County of Cumberland be liable for any damages whatsoever, whether direct, consequential, incidental, special, or any claim for attorney fees, arising out of the use of or inability to use the information provided herewith.

The Sheriff of Cumberland County and the County of Cumberland assume no responsibility for any information that is inaccurate or false submitted by the plaintiff's attorney(s).

The property(s) are not available for tour or inspection. The buyer gets the property "as is", caveat emptor (let the buyer beware). Sales may be subject to restriction of record, unpaid taxes or assessments which are unknown to the Sheriff and such state of facts as an accurate survey will disclose.

This information is provided as a public service and updated periodically; however, the information provided is limited and not required by law. If you have additional questions concerning the purchase of property at Sheriff's Sale or the filing of any legal pleadings, please contact your attorney. Employees of the Sheriff's office are not permitted to give legal advice.

The following questions are considered legal advice:

- Are we responsible for the liens if we purchase a property?
- How do we research the liens and mortgages on the property?
- When can I get into the home after I have purchased it at Sheriff Sale?
- Do the owners have the right to get their home back once it is purchased at the sale?
- If we purchase a home at Sheriff Sale, do we get a free and clear title?
- How do we participate in the Community Wealth Preservation Program?

FORECLOSURE SALES INFORMATION BULLETIN

One of the functions of the Cumberland County Sheriff's Department is to conduct the sale of real property after foreclosure proceedings have been completed. We hope this information is beneficial to those who would like to bid on properties but are unfamiliar with the conditions and manner of sale.

Foreclosure sales are for real property only. The Sheriff's Office does not know whether or not structures occupy the property. Further, we cannot give permission for any prospective bidder to enter and inspect any structure that may be located on the property to be sold.

All properties sold at auction at the Sheriff's Office are advertised on Monday in the Press of Atlantic City and the Daily Journal. Advertisements appear once a week for four consecutive weeks prior to the initial date of sale. In addition to the newspaper advertising, notices of sale are posted for public viewing at the Sheriff's Office, which is located in the lobby of the office located at 220 North Laurel Street, Bridgeton. The Sheriff's Office does not have a list of the properties to be sold for general distribution. Persons interested in following up on these properties must make their own lists by checking the legal advertisements in the newspapers.

Sales of property are "open type" auction sales (no sealed bids). A minimum bid of $100 is bid on the first round by the plaintiff or his attorney. All subsequent bids are for a minimum of $100 each. The property is sold to the highest bidder.

The successful bidder, upon full payment of the bid, will receive a Sheriff's Deed. This deed does not necessarily give a clear title to the property. In order to obtain a clear title, one must satisfy all outstanding liens and encumbrances. If a purchaser does not complete the sale, he can be held liable for his deposit.

If you are interested in a particular piece of property, we recommend a title search before you actually bid. Title searches are conducted by private firms. Their telephone numbers can be found in the yellow pages of the telephone directory. A fee is charged. You may also do your own search.

If you are the successful bidder on a piece of property, you are immediately required to post a deposit of 20% of the total bid price, upon the conclusion of the foreclosure sale, by certified check, cashier's check, or (cash not to exceed $1,000.00) only and made payable to the Cumberland County Sheriff. Personal checks are not acceptable nor are Certified Checks made payable to yourself.

To determine what funds you may need as a deposit, you must ascertain what your highest bid will be and then bring cash (not to exceed $1,000.00) or a check for 20% of that amount. NO PERSONAL/BUSINESS CHECKS Commissions are based on the final bid at 6% on the final purchase price. Cash deposits are limited to $1,000.00, without prior approval from the Sheriff. Checks should be Certified/Cashier and made payable to the Sheriff of Cumberland County.

The balance of the bid is payable and due by the 30th calendar day from the date of sale. If the balance is not paid by the 30th day, the purchaser must pay the legal rate of default interest, which must be approved by the attorney for the plaintiff. If the plaintiff does not wish to wait for these funds, they may resell the property a second time. The former purchaser will be held

responsible for all losses and expenses but receiving no benefits from such sale. If the property you purchase is occupied, it is your responsibility to have the occupants removed. Deed recording fees must be paid by the purchaser to the County Clerk when the deed is recorded.

In most cases, the property, even after sale, can be redeemed by the owner for a period of 10 calendar days from the date of sale. In certain instances, the period of redemption may be longer. If the redemption period is extended beyond 10 days, an announcement to that affect will be made prior to the sale.

Under N.J.S.A. 2A:17-36, the Sheriff has the discretionary right to make five (four week) adjournments of sale, and no more, not exceeding 30 days for each adjournment. Two at the request of the lender and two at the request of the debtor and one if both the lender and debtor agree to an adjournment. A written letter is required to request an adjournment.

All fees and commissions that are collected by the Sheriff's Office are turned over to the General Treasurer of Cumberland County for their use.

To speed up your inquiry on a specific piece of property, it is helpful if you refer to the property address, docket number, sherif number and/or names of the defendants, which appears in the legal advertisement.

SALES ARE CONDUCTED ON EVERY OTHER WEDNESDAY AT 2:00 P.M. PREVAILING TIME.

Properties Listed for Sheriff's Sales can be viewed on Civil View:

https://salesweb.civilview.com/

(Select Cumberland County)

or

https://salesweb.civilview.com/Sales/SalesSearch?countyId=6

Link can also be found at:

https://ccsonj.opsnetwork.org/community-page/157

This website also provides

additional information.

Updated 5/2024



Not legal Advice

INFORMATION YOU SHOULD KNOW



- There are times when the sale of a property is not conducted on the date as advertised due to an adjournment, cancellation, settlement or bankruptcy. It is recommended that you visit our website: https://ccsonj.opsnetwork.org/community-page/157 to track the sales dates of interested properties. Or you may call the Cumberland County Sheriff's Department on the scheduled sale date to determine the status of the sale.

- If you are interested in a particular piece of property, a title search is recommended **before** you actually bid. You may conduct a title search on your own at the County Clerk's office, at no charge, or you may employ a private firm to conduct a title search for you on a fee basis. Title search firms can be found by consulting the yellow pages of the telephone directory.

- Sheriff Sales are "Voice Bid" auction sales (no sealed bids). The representative or attorney for the plaintiff will announce **an upset amount** and start the bidding at $100.00. If you are interested in purchasing the property you should **start your bidding at that upset amount**. The bidding will continue in at least $100.00 increments, until the highest bid is reached, and the highest bidder will be the purchaser. If a low bid is provided (less than the upset) the representative will continue to bid until their upset amount is reached. The upset amount is the lowest amount the plaintiff is willing to accept.

- If the property you purchase is occupied, it will be your responsibility to obtain a Writ of Possession, if one is necessary, to remove any occupants.

- In some cases the property, even after the sale, can be redeemed by the original owner for the period of ten (10) calendar days from the date of the sale. In certain instances, the period of redemption may be longer.

- The successful bidder, upon final payment of the bid, will receive a Sheriff's Deed. However, this Deed does not give clear title to the property. To obtain a clear title, all outstanding liens and encumbrances must be satisfied. If a purchaser does not complete the sale, the purchaser's deposit may be held, and the purchaser can be held liable for the deficiency when the property is advertised and resold. Deed recording fees must be paid by the purchaser to the County Clerk when the Deed is recorded.

SALE LISTINGS ARE DEEMED ACCURATE BUT NOT GUARANTEED.

Visit: https://salesweb.civilview.com/ (select Cumberland County) or
https://salesweb.civilview.com/Sales/SalesSearch?countyId=6

for the most up to date information.

Updated 5/2024

STANDARD TERMS AND CONDITIONS OF SALE:

THESE STANDARD TERMS AND CONDITIONS OF SALE shall apply to any and all foreclosure sales conducted by the Cumberland County Sheriff's Office except as specifically modified by the Community Wealth Preservation Program Addendum. In the event of any conflict between these Standard Terms and Conditions of Sale and the Community Wealth Preservation Program Addendum (the "Addendum"), the Addendum shall govern. Any and all disputes arising out of or relating to the sale shall be governed by the laws of the State of New Jersey; and shall be fully adjudicated in the Superior Court of New Jersey for Cumberland County.

The Cumberland County Sheriff's Office's Standard Terms and Conditions of Sale are as follows:

(1) In the case of residential properties, the foreclosing plaintiff is required by law to announce an "upset price" prior to the start of bidding. The "upset price" is the minimum amount that a foreclosed upon property shall be sold for in a Sheriff's Sale as determined by the foreclosing plaintiff pursuant to N.J.S.A. 2A:50-64p.

(2) The foreclosing plaintiff may bid in its own name or in the name of its assignee.

(3) Any adjournments of any foreclosure sale shall be made strictly in accordance with N.J.S.A. 2A:17-36.

(4) Prior to the sale of any residential property, if known, the foreclosing plaintiff shall announce whether the property is vacant, tenant-occupied, or owner-occupied.

(5) The foreclosed property shall be sold to the highest bidder.

(6) The highest bidder shall be required to pay twenty percent (20%) of the purchase price in either cash (not to exceed $1,000.00 without the prior approval of the Sheriff) or by a certified or cashier's check, made payable to the "Sheriff of Cumberland County", IMMEDIATELY upon the conclusion of the foreclosure sale.

(7) If the highest bidder cannot satisfy any applicable requirement of N.J.S.A. 2A:50-64 and/or these Terms and Conditions of Sale, that bidder shall be in default. In the event that the highest bidder is in default, the Sheriff shall immediately void the sale and proceed with the resale of the property in question without the necessity of adjourning the sale, without renotification of any party to the foreclosure and without the republication of any sales notice. Upon such resale, the defaulting bidder shall be liable to the foreclosing plaintiff for any additional costs incurred as the result of such default including, but not limited to, any difference between the amount bid by the defaulting bidder and the amount generated for the foreclosing plaintiff at the resale. In the event that the plaintiff is the successful bidder at the resale, the plaintiff shall provide a credit for the fair market value of the property foreclosed.

(8) At the conclusion of the Sheriff's Sale, the attorney for the foreclosing plaintiff shall prepare and deliver to the Sheriff a Deed which shall be in the form prescribed in N.J.S.A. 2A:50-64a(9) for the Sheriff's execution; and the Deed shall be delivered to the Sheriff within ten (10) days of the date of the sale. The Sheriff shall be entitled to charge a fee, as a review fee, even if the foreclosing plaintiff's attorney prepares the Deed.

(9) Within two (2) weeks of the sale, the Sheriff's Office shall deliver a fully executed Deed to the successful bidder; and the successful bidder shall pay the balance of the monies due to the Sheriff in full by either cash (not to exceed $1,000.00 without the prior approval of the Sheriff) or certified or cashier's check SIMULTANEOUSLY with the Sheriff's delivery of the Deed. In the event a bid is satisfied after the expiration of said two (2) weeks, and additional interest is collected from the successful bidder, the Sheriff will remit to the plaintiff or plaintiff's counsel the total amount, less any fees, costs and commissions due to the Sheriff, along with the additional interest. THE SUCCESSFUL BIDDER SHALL PAY THE BALANCE IN FULL WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS SALE. In the event that the successful bidder fails to tender the full purchase price plus any additional amounts due, or otherwise fails to satisfy any other term and/or condition of sale, within the time permitted by law, the bidder may be declared to be in default; and the property shall be resold in accordance with applicable law.

(10) The highest bidder will be required to sign an acknowledgment of its purchase of any and all properties in accordance with these Terms and Conditions of Sale.
(11) The successful bidder shall be solely responsible for the cost of recording the Deed and any and all taxes (eg. the Realty Transfer Tax) and/or other charges due.
(12) In the event that the foreclosure defendant files bankruptcy, you may need to apply to the United States Bankruptcy Court for an order: voiding the sale, to get your money back, and/or to confirm the foreclosure sale and direct the Sheriff to give you a Deed to the property. The Sheriff cannot and will not return your deposit without an appropriate Order of the United States Bankruptcy Court.
(13) It shall be the responsibility of the plaintiff(s), defendant(s), bidder(s), and/or any other interested third-party to obtain a Court Order from a Court of competent jurisdiction seeking relief from any sale (including, but not limited to, the voiding of any sale) once any property has been struck off to the highest bidder.

THE PROPERTY SOLD PURSUANT TO THIS SHERIFF'S SALE SHALL BE SUBJECT TO THE FOLLOWING:

- Any and all unpaid taxes, assessments, water and sewer charges and/or liens (if any). Any and all interested parties must check with the tax collector, municipality, and/or utilities authority for the exact amount(s) due;
- Any and all prior mortgage(s), judgment(s), and/or lien(s) (if any);
- Any and all condominium association and/or homeowner association liens which may exist (if any);
- Zoning ordinances, easements, restrictions, and/or covenants of record (if any);
- The rights of tenants and/or occupants of the property (if any);
- Federal, state, and/or local laws, rules, regulations, and/or ordinances;
- The rights (including, but not limited to, the right of redemption) of the United States of America (if any). If the United States is a party defendant, the right of the United States to redeem for one (1) year after the sale pursuant to 28 U.S.C.A. § 2410.
- Such state of facts as an accurate survey, title search, and/or physical inspection of the property may reveal. Subject to any and all prior matters, liens, and/or encumbrances.
- The property is being sold "AS IS", "WHERE IS", subject to any and all defects and/or faults of every kind and nature.
- Any and all interested parties shall conduct and rely solely upon their own independent investigation to ascertain whether any outstanding interest(s) remain of record and/or have priority over the mortgage/lien being foreclosed; and, if so, the current amount due thereon. Interested parties are further directed to review the Notice of Sale (see N.J.S.A. 46:26A-11 and New Jersey Court Rule 4:65-2) on file in the Sheriff's Office prior to bidding.

THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK.
THE SIGNATURE OF THE SUCCESSFUL BIDDER AND DETAILED PROPERTY INFORMATION SHALL APPER ON THE FOLLOWING PAGE.

The property in question is commonly known as
_____, _____, Cumberland County, New Jersey _____. Also known as Lot _____, in Block _____ on the official Tax Map of _____, New Jersey.

This property is being sold by virtue of a Writ of Execution, directed to the "Sheriff of Cumberland County" out of the Superior Court of New Jersey, Cumberland County, Chancery Division, Docket No.:_____ entitled _____,
Plaintiff
vs. _____, Defendants.

NAME AND ADDESS OF GRANTEE TO APPEAR ON DEED:
_____
_____
_____
_____
I hereby agree to the Terms and Conditions of Sale set forth above. I acknowledge and agree that the foregoing Terms and Conditions of Sale were stated at length prior to all bidding. I further acknowledge and agree that I am not purchasing the property in question pursuant to the New Jersey Community Wealth Preservation Program. Finally, I acknowledge that the final bid for the property was $_____. I agree to pay for the property in full in, but no later than 30 calendar days from the date of this sale and is in accordance with any and all applicable laws, rules, and regulations of the State of New Jersey.
Signature of Successful Bidder: Due in full date:
_____
_____ Date: _____ ____,
[Please print name below] Time:
_____

Name, address, telephone number, and email address:
_____
_____
_____
_____
Witness:
_____
[Please print name below signature]
_____
Sheriff's File #_____

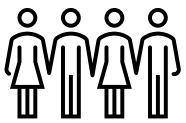
Updated 4/24/2024





Community Wealth Preservation Program





Community Wealth Preservation Program

On January 12, 2024, Governor Murphy signed an enacted Assembly Bill NO. 5664, creating the Community Wealth Preservation Program. This legislation expands who may buy a property at a sheriff sale. Previously, homes purchased at a sheriff sale required 20% down and the balance due within 30 calendar days, which does not allow for typical financing making these sales "cash" purchases.

This new legislation has expanded the buyer eligibility to include the following five (5) categories: 1 – The foreclosed upon Homeowner/Defendant, 2 – The next of kin of the foreclosed upon Homeowner/Defendant, 3 – The current tenant of the foreclosed property, shall have first right of refusal, 4 – a non-profit community development corporation has the second right of refusal, 5 – a bidder who shall occupy the property as the bidder's primary residence for a period of at least 84 months. A qualified Community Wealth Preservation Program buyer is required to place a 3.5% deposit of the posted upset price, or announced upset price, whichever is less in certified funds made payable to the Sheriff of Cumberland County or Cumberland County Sheriff with the balance due within 90 business days. If the balance of the purchase price is not paid in full within sixty (60) business days from the date of this sale interest will accrue beginning on the sixty-first (61st) day; and the remaining balance paid in full within ninety (90) business days from the date of the sale.

Each category of buyer must meet their specific requirements in order to use the program. It is the responsibility of the individual or non-profit development corporation to navigate their way through the use of the Community Wealth Preservation Program. **The Cumberland County Sheriff's Office cannot provide legal advice which includes how to use Community Wealth Preservation Program or referrals for legal assistance or financial institutions.** However, our office may provide a courtesy copy of the legislation A5664/S4240 – N.J.S.A. 2A:50-64 – Amended January 12, 2024, which details the Community Wealth Preservation Program.

Community Wealth Preservation Program
Qualified Buyer Checklist for Cumberland County Sheriff Sales

Homeowner (Right of First Refusal held be foreclosed upon defendant, next of kin, or tenant to purchase property for original Upset Price pursuant to N.J.S.A. 2A:50-64d)

___ Pre-approval letter from financial institution (if financing purchase)

___ Current and Valid photo identification (Must match preapproval letter)

___ Confirmation criteria has been met to participate in the Community Wealth Preservation Program from the foreclosing plaintiff/attorney. (see N.J.S.A. 2A:50-64e(3)).

___ Certified check, Bank check for 3.5% of the upset amount made payable to the Sheriff of Cumberland County

- Foreclosed upon defendant and next of kin must comply with N.J.S.A. 2A:50-64e(3) to prove that they experienced financial hardship, physical or mental illness, divorce or separation, death in the family, or were a victim of predatory lending practices. These criteria must be reviewed by foreclosing plaintiff.

Next of Kin (right of first refusal)

___ Pre-approval letter from financial institution (if applicable)

___ Current and Valid photo identification (Must match preapproval letter)

___ Confirmation criteria has been met to participate in the Community Wealth Preservation Program from the foreclosing plaintiff/attorney.

___ Certified check, Bank check for 3.5% of the upset amount made payable to the Sheriff of Cumberland County

Tenant (only if defendant or next of kin does not participate in the sheriff's sale or exercises the provisions of P.L. 2023, c.255 (C.2A:50-56a et al.) See N.J.S.A. 2A:50-64e(6).

___ Pre-approval letter from financial institution (if applicable)

___ Current and Valid photo identification (Must match preapproval letter)

___ 8 Hours of homebuying education through a United Stated Department of Housing and Urban Development (HUD) certified housing counsel agency. (May be provided at a later date, but prior to receiving sheriff deed).

___ Proof of at least 1 year of residency at the foreclosed upon property.

___ Proof tenant is not in arrears with rent payments.

___ Two forms of proof of residency required and must match the information appearing on the lease/rental agreement.

_____ a driver's license issued by the State of New Jersey Motor Vehicle Commission

_____ a utility bill

_____ a checking or savings account statement from a bank or credit union issued at least 60 days prior to submitting documentation

_____ a statement, receipt, or letter of correspondence from a federal, state, or local government office delivered at least one year prior to submitting documentation.

___ Certified check, Bank check for 3.5% of the upset amount made payable to the Sheriff of Cumberland County

Community Wealth Preservation Program
Qualified Buyer Checklist for Cumberland County Sheriff Sales

Nonprofit Community Development Corporation (Right of Second Refusal for final starting Upset Price pursuant to N.J.S.A. 2A:50-64g)

____ Have a written (occupancy) agreement with the homeowner/next of kin/ tenant pursuant to N.J.S.A. 2A:50-64g (if applicable);

-Alternatively, Nonprofit may enter bid if the foreclosed upon defendant, next of kin, or tenant doe not participate in the Sheriff's Sale pursuant to N.J.S.A. 2A:50-64h(1).

- If bidding and paying 3.5% deposit, must register with Sheriff prior to the Sheriff pursuant to N.J.S.A. 2A:50-64h(2).

____ When registering must provide most recent 1023 filing provided to the United States Internal Revenue Service, stating the corporation's mission includes community revitalization and the creation of preservation of affordable housing through the restoration of vacant and abandoned property.

____ Pre-approval letter from financial institution (if bidding on behalf of foreclosed upon defendant, next of kin, or tenant)

___ Certified check, Bank check for 3.5% of the upset amount made payable to the Sheriff of Cumberland County. Prior to the opening bid, non-profit corporation must pay 3.5% deposit with balance due within ninety (90) days by cash, certified or cashier's check, or wire transfer payable to Sheriff;

Sale is subject to:

(1) Right of First Refusal held be foreclosed upon defendant, next of kin, or tenant to purchase property for original Upset Price pursuant to N.J.S.A. 2A:50-64d (foreclosed upon defendant is an individual and not a corporate entity);

(2) Deed Restriction pursuant to N.J.S.A. 2A:50-64j(2) within the minimum number of affordability years being 30 years and with the option to renew, requiring future property owner to sell the property to a household earning no more than 120 below area median income or rent the property as an affordable housing unit to a household who earns no more than 100 percent of the area median income.

Community Wealth Preservation Program
Qualified Buyer Checklist for Cumberland County Sheriff Sales

Primary residence for 84 months:

___ Certified check, Bank check for 3.5% of the Upset Price made payable to the "Sheriff of Cumberland County"

___ Pre-approval letter from financial institution (only if financing the purchase of the property pursuant to N.J.S.A. 2A:50-64e).

-If not financing purchase of property must pay remaining 96.5% of purchase price within ninety (90) business days – interest starts to accrue after sixty (60) business days. (N.J.S.A. 2A:50-64e)

___ Current and Valid photo identification (Must match preapproval letter if financing)

___ 8 Hours of homebuying education through a United Stated Department of Housing and Urban Development (HUD) certified housing counsel agency if financing. (May be provided at a later date, but prior to receiving sheriff deed).

Sale is subject to:

(1) Right of First Refusal held be foreclosed upon defendant, next of kin, or tenant to purchase property for original Upset Price pursuant to N.J.S.A. 2A:50-64d (foreclosed upon defendant is an individual and not a corporate entity);

(2) Right of Second Refusal held by nonprofit corporation who has a written (occupancy) agreement with the foreclosed upon defendant, next of kin, or tenant pursuant to N.J.S.A. 2A:50-64g. Prior to the opening bid, non-profit corporation must pay 3.5% deposit with balance due within ninety (90) days by cash, certified or cashier's check, or wire transfer payable to Sheriff;

(3) Deed Restriction

Created 5/2024

COMMUNITY WEALTH PRESERVATION PROGRAM ADDENDUM:

I have received a copy of the Cumberland County Sheriff's Office's Standard Terms and Conditions of Sale (hereinafter the "Standard Terms and Conditions of Sale"). I hereby acknowledge and agree that except as specifically modified by this Community Wealth Preservation Program Addendum (hereinafter this "Addendum"), the Standard Terms and Conditions of Sale shall apply. In the event of any conflict between these Standard Terms and Conditions of Sale and the Community Wealth Preservation Program Addendum (the "Addendum"), the Addendum shall govern. Any and all disputes arising out of or relating to the sale shall be governed by the laws of the State of New Jersey; and shall be fully adjudicated in the Superior Court of New Jersey for Cumberland County.

I acknowledge and agree that prior to bidding on/purchasing the property in question, the Cumberland County Sheriff's Office made a true and correct copy of the New Jersey Community Wealth Preservation Program (A5664/S4240 – N.J.S.A. 2A:50-64 – Amended January 12, 2024) available to me free of charge. I am fully familiar with the New Jersey Community Wealth Preservation Program. The Community Wealth Preservation Program (A5664/S4240 – N.J.S.A. 2A:50-64 – Amended January 12, 2024) is hereby incorporated by reference as if set forth at length in this Addendum. I understand and agree that the Cumberland County Sheriff's Office cannot and did not provide me with any legal or other advice with regards to the New Jersey Community Wealth Preservation Program (hereinafter referred to as the "CWPP").

I understand that there are five (5) categories of purchasers who are entitled to participate in the CWPP: (1) the foreclosed upon defendant; (2) the next of kin of the foreclosed upon defendant; (3) the tenant of the foreclosed upon defendant; (4) a nonprofit community development corporation; or (5) a bidder who shall occupy the property as the bidder's primary residence for a period of at least 84 months. I further understand and agree that different categories of bidders have different rights under the Community Wealth Preservation Program.

I hereby represent and warrant that I fall within one of the following categories of purchasers who are eligible to purchase the property in question pursuant to the CWPP. I have placed my initials in the space next to the category of purchaser(s) that applies to me:

_____ I am the foreclosed upon defendant.

_____ I am the next of kin of the foreclosed upon defendant.

_____ I am a tenant of the foreclosed upon defendant.

_____ I am a nonprofit community development corporation.

_____ I will occupy the property as my primary residence for a period of at least 84 months following the sale.

I hereby represent and warrant that I am exercising my right to purchase the property in question pursuant to the following provision of the New Jersey Community Wealth Preservation Program:

N.J.S.A. _____ _____ - PLEASE INITIAL

I hereby agree to provide the Cumberland County Sheriff's Office and the plaintiff with true, correct, and complete copies of any and all documents proving that I have the right to purchase the property in question pursuant to any and all applicable provision(s) of the CWPP including, but not limited to the one I have identified above. I have the required three and one-half percent (3.5%) deposit in an acceptable form of payment in my possession. I understand timing and other parameters of the final payment of the purchase price. I acknowledge and agree that the CWPP imposes substantial fines and penalties upon bidders and/or purchasers who fail to perform their obligations pursuant to the CWPP. **Additionally, I hereby acknowledge and agree that the CWPP may restrict my ability to use, occupy, and/or sell the property in question now and in the future.** I hereby agree to comply with any and all applicable provisions of the CWPP; and understand that there may be serious legal consequences for my failure to do so.

The property in question is commonly known as _____, _____, Cumberland County, New Jersey _____. Also known as Lot _____, in Block _____ on the official Tax Map of _____, New Jersey.

This property is being sold by virtue of a Writ of Execution, directed to the "Sheriff of Cumberland County" out of the Superior Court of New Jersey, Cumberland County, Chancery Division, Docket No.:_____ entitled _____, Plaintiff vs. _____, Defendants.

NAME AND ADDESS OF GRANTEE TO APPEAR ON DEED:

_____

_____

_____

_____

Intending to be legally bound, I hereby agree to this Community Wealth Preservation Program Addendum and the Standard Terms and Conditions of Sale set forth above. I further acknowledge and agree that **I AM** purchasing the property in question pursuant to the New Jersey Community Wealth Preservation Program. Finally, I acknowledge that the final purchase price for the property is $_____. I agree to pay for the property in full in accordance with any and all applicable laws, rules, and regulations of the State of New Jersey. I FURTHER UNDERSTAND THAT IF THE BALANCE OF THE PURCHASE PRICE IS NOT PAID IN FULL WITHIN SIXTY (60) BUSINESS DAYS FROM THE DATE OF THIS SALE INTEREST WILL ACCRUE BEGINNING ON THE SIXTY-FIRST (61ST) DAY; AND I MUST PAY THE REMAINING BALANCE IN FULL WITHIN NINETY (90) BUSINESS DAYS FROM THE DATE OF THIS SALE.

Interest starts to accrue on:_____ Due in full date:_____

Signature of Successful Bidder/Purchaser:

_____ Date: _____, 2024
[Please print name below signature] Time: _____

Name, address, telephone number, and email address:

_____

_____

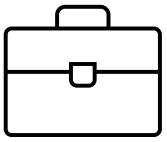
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Witness:

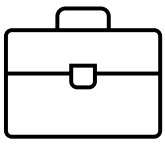
_____
[Please print name below signature] Sheriff # _____

_____

Created 4/24/2024

Plaintiff / Pro-SE




Plaintiff / Pro-Se

Deposit Requirement

Please be advised that our deposit requirement to schedule a Sheriff Sale is $2,000.00. If this deposit is not an attorney check, but a client/plaintiff check, it must be in the form of a cashier's check. In addition to this deposit, the following documentation is required:

1. Cover letter;
2. Writ of Execution for sheriff sale.
3. Certificate of Diligent Inquiry.
4. Affidavit of Consideration; and
5. Concise/Short form
    a. **Please note that Short Forms must include the following information:**
        i. Property Commonly known as:
        ii. Tax Lot and Block:
        iii. Dimensions of Lot:
        iv. **Number of Feet to Nearest Cross Street (Include Name of Cross Street):**
        v. This concise statement does not constitute a full legal description.
        vi. **The full legal description can be found in the Office of the Clerk of Cumberland County in Book ___at Page ____ as Instrument No._____**
6. The good faith upset amount should be included in your short form or cover letter.

Thank you and if you should you have any questions, please contact us at 856-451-4449, Ext. 25116.

Sincerely,



Michael Donato

Sheriff

Updated 5/2024 sp