

[First Reprint]

SENATE, No. 1427

STATE OF NEW JERSEY
220th LEGISLATURE

INTRODUCED FEBRUARY 10, 2022

Sponsored by:

Senator NIA H. GILL

District 34 (Essex and Passaic)

Senator SHIRLEY K. TURNER

District 15 (Hunterdon and Mercer)

SYNOPSIS

Creates “Community Wealth Preservation Program”; expands access for certain buyers to purchase property from sheriff’s sales.

CURRENT VERSION OF TEXT

As reported by the Senate Budget and Appropriations Committee on June 27, 2022, with amendments.



(Sponsorship Updated As Of: 6/29/2022)

1 AN ACT concerning the procedures for sheriff's sales, designated as
2 the "Community Wealth Preservation Program," and amending
3 and supplementing P.L.1995, c.244, and amending N.J.S.22A:4-
4 8.

5
6 **BE IT ENACTED** by the Senate and General Assembly of the State
7 of New Jersey:

8
9 ¹[1. Section 12 of P.L.1995, c.244 (C.2A:50-64) is amended to
10 read as follows:

11 12. a. With respect to the sale of a mortgaged premises under
12 foreclosure action, each sheriff in this State shall provide for, but
13 not be limited to, the following uniform procedures:

14 (1) Bidding in the name of the assignee of the foreclosing
15 plaintiff.

16 (2) That adjournment of the sale of the foreclosed property shall
17 be in accordance with N.J.S.2A:17-36.

18 (3) (a) The sheriff shall **[schedule]** conduct a sale **[date]**
19 within **[120]** 150 days of the sheriff's receipt of any writ of
20 execution issued by the court in any foreclosure proceeding.

21 (b) If it becomes apparent that the sheriff cannot comply with
22 the provisions of subparagraph (a) of this paragraph (3), the
23 foreclosing plaintiff may apply to the office for an order appointing
24 a Special Master to hold the foreclosure sale.

25 (c) Upon the foreclosing plaintiff making such application to the
26 office, the office shall issue the appropriate order appointing a
27 Special Master to hold the foreclosure sale. The office may issue
28 the order to appoint a Special Master to hold foreclosure sales for
29 one or more properties within a vicinage.

30 (4) **[That]** Except as otherwise provided in this paragraph with
31 respect to the purchase of residential property for which there is a
32 84 month occupancy requirement, the successful bidder at the
33 sheriff's sale shall pay a 20 percent deposit in either cash or by a
34 certified or cashier's check, made payable to the sheriff of the
35 county in which the sale is conducted, immediately upon the
36 conclusion of the foreclosure sale. In the case of residential
37 property in which the bidder shall occupy the property as the
38 bidder's primary residence for a period of at least 84 months, the
39 successful bidder who has fulfilled the requirements set forth in
40 subsection g. of this section shall pay a 3.5 percent deposit in either
41 cash or by certified or cashier's check, made payable to the sheriff
42 of the county in which the sale is conducted, immediately upon the
43 conclusion of the foreclosure sale. If the successful bidder cannot
44 satisfy this requirement, the bidder shall be in default and the

EXPLANATION – Matter enclosed in bold-faced brackets **[thus]** in the above bill is
not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Senate SBA committee amendments adopted June 27, 2022.

1 sheriff shall immediately void the sale and proceed further with the
2 resale of the premises without the necessity of adjourning the sale,
3 without renotification of any party to the foreclosure and without
4 the republication of any sales notice. Upon such resale, the
5 defaulting bidder shall be liable to the foreclosing plaintiff for any
6 additional costs incurred by such default including, but not limited
7 to, any difference between the amount bid by the defaulting bidder
8 and the amount generated for the foreclosing plaintiff at the resale.
9 In the event the plaintiff is the successful bidder at the resale, the
10 plaintiff shall provide a credit for the fair market value of the
11 property foreclosed.

12 (5) It is permissible, upon consent of the sheriff conducting the
13 sheriff's sale, that it shall not be necessary for an attorney or
14 representative of the person who initiated the foreclosure to be
15 present physically at the sheriff's sale to make a bid. A letter
16 containing bidding instructions may be sent to the sheriff in lieu of
17 an appearance.

18 (6) That each sheriff's office shall use, and the plaintiff's
19 attorney shall prepare and submit to the sheriff's office, a deed
20 which shall be in substantially the following form:

21 THIS INDENTURE,
22 made this (date) day of (month),
23 (year). Between (name), Sheriff of the County
24 of (name) in the State of New Jersey, party of the first
25 part and (name(s)) party of the
26 second part, witnesseth.

27 WHEREAS, on the (date) day of
28 (month), (year), a certain Writ of Execution was issued out of
29 the Superior Court of New Jersey, Chancery Division-
30 (name) County, Docket No. directed and delivered to the
31 Sheriff of the said County of (name) and which said
32 Writ is in the words or to the effect following that is to say:

33 THE STATE OF NEW JERSEY to the Sheriff of the County of
34 (name),
35 Greeting:

36 WHEREAS, on the (date) day of (month),
37 (year), by a certain judgment made in our Superior Court
38 of New Jersey, in a certain cause therein pending, wherein the
39 PLAINTIFF is:

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43 and the following named parties are the DEFENDANTS:

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47 IT WAS ORDERED AND ADJUDGED that certain mortgaged
48 premises, with the appurtenances in the Complaint, and Amendment

1 to Complaint, if any, in the said cause particularly set forth and
2 described, that is to say: The mortgaged premises are described as
3 set forth upon the RIDER ANNEXED HERETO AND MADE A
4 PART HEREOF.

5 BEING KNOWN AS Tax Lot (number) in Block
6 (number) COMMONLY KNOWN AS (street address)
7

8 TOGETHER, with all and singular the rights, liberties, privileges,
9 hereditaments and appurtenances thereunto belonging or in anywise
10 appertaining, and the reversion and remainders, rents, issues and
11 profits thereof, and also all the estate, right, title, interest, use,
12 property, claim and demand of the said defendants of, in, to and out
13 of the same, to be sold, to pay and satisfy in the first place unto the
14 plaintiff,

15
16

17 the sum of \$ (amount) being the principal, interest and
18 advances secured by a certain mortgage dated (date,
19 month, year) and given by (name) together with
20 lawful interest from

21
22
23

24 until the same be paid and satisfied and also the costs of the
25 aforesaid plaintiff with interest thereon.

26 AND for that purpose a Writ of Execution should issue, directed to
27 the Sheriff of the County of (name) commanding him to
28 make sale as aforesaid; and that the surplus money arising from
29 such sale, if any there be, should be brought into our said Court, as
30 by the judgment remaining as of record in our said Superior Court
31 of New Jersey, at Trenton, doth and more fully appear; and
32 whereas, the costs and Attorney's fees of the said plaintiff have
33 been duly taxed at the following sum: \$ (amount)

34 THEREFORE, you are hereby commanded that you cause to be
35 made of the premises aforesaid, by selling so much of the same as
36 may be needful and necessary for the purpose, the said sum of
37 \$..... (amount) and the same you do pay to the said plaintiff
38 together with contract and lawful interest thereon as aforesaid, and
39 the sum aforesaid of costs with interest thereon.

40 And that you have the surplus money, if any there be, before our
41 said Superior Court of New Jersey, aforesaid at Trenton, within 30
42 days after pursuant to R.4:59-1(a), to abide the further Order of the
43 said Court, according to judgment aforesaid, and you are to make
44 return at the time and place aforesaid, by certificate under your
45 hand, of the manner in which you have executed this our Writ,
46 together with this Writ, and if no sale, this Writ shall be returnable
47 within **[12]** 24 months.

1 WITNESS, the Honorable (name), Judge of the Superior
2 Court at Trenton, aforesaid, the (date) day of
3 (month), (year).

4 /s/ (Clerk)
5 Superior Court of New Jersey

6 /s/.....
7 Attorney for Plaintiff

8 As by the record of said Writ of Execution in the Office of the
9 Superior Court of New Jersey, at Trenton, in Book
10 (number) of Executions, Page (number) etc., may more fully
11 appear.

12 AND WHEREAS I, the said (name), as such
13 Sheriff as aforesaid did in due form of law, before making such sale
14 give notice of the time and place of such sale by public
15 advertisement signed by myself, and set up in my office in the
16 (name) Building in (name) County,
17 being the County in which said real estate is situate and also set up
18 at the premises to be sold at least three weeks next before the time
19 appointed for such sale.

20 I also caused such notice to be published four times in two
21 newspapers designated by me and printed and published in the said
22 County, the County wherein the real estate sold is situate, the same
23 being designated for the publication by the Laws of this State, and
24 circulating in the neighborhood of said real estate, at least once a
25 week during four consecutive calendar weeks. One of such
26 newspapers, (name of newspaper) is a newspaper
27 with circulation in (name of town), the County seat of
28 said (name) County. The first publication was at least
29 twenty-one days prior and the last publication not more than eight
30 days prior to the time appointed for the sale of such real estate, and
31 by virtue of the said Writ of Execution, I did offer for sale said land
32 and premises at public vendue at the County (name)
33 Building in (name of town) on the (date)
34 day of, (month) (year) at the hour of
35 (time) in the (a.m. or p.m.).

36 WHEREUPON the said party of the second part bidding
37 therefore for the same, the sum of \$..... (amount) and no
38 other person bidding as much I did then and there openly and
39 publicly in due form of law between the hours of (time)
40 and (time) in the (a.m. or p.m.), strike off and sell
41 tracts or parcels of land and premises for the sum of \$
42 (amount) to the said party of the second part being then and there
43 the highest bidder for same. And on the (date) of
44 (month) in the year last aforesaid I did truly report the
45 said sale to the Superior Court of New Jersey, Chancery Division
46 and no objection to the said sale having been made, and by
47 Assignment of Bid filed with the Sheriff of (name)
48 County said bidder assigned its bid to:

1
2
3
4 NOW, THEREFORE, This Indenture witnesseth, that I, the said
5 (name), as such Sheriff as aforesaid under and by the
6 virtue of the said Writ of Execution and in execution of the power
7 and trust in me reposed and also for and in consideration of the said
8 sum of \$ (amount) therefrom acquit, exonerate and
9 forever discharge to the said party of the second part, its successors
10 and assigns, all and singular the said tract or parcel of lands and
11 premises, with the appurtenances, privileges, and hereditaments
12 thereunto belonging or in any way appertaining; to have and hold
13 the same, unto the said party of the second part, its successors and
14 assigns to its and their only proper use, benefit, and behoof forever,
15 in as full, ample and beneficial manner as by virtue of said Writ of
16 Execution I may, can or ought to convey the same.
17 And, I, the said (name), do hereby covenant, promise and
18 agree, to and with the said party of the second part, its successors
19 and assigns, that I have not, as such Sheriff as aforesaid, done or
20 caused, suffered or procured to be done any act, matter or thing
21 whereby the said premises, or any part thereof, with the
22 appurtenances, are or may be charged or encumbered in estate, title
23 or otherwise.
24 IN WITNESS WHEREOF, I the said (name) as such
25 Sheriff as aforesaid, have hereunto set my hand and seal the day and
26 year aforesaid.
27 Signed, sealed and delivered
28 in the presence of
29
30 Attorney at Law of New Jersey(name) Sheriff
31 STATE OF NEW JERSEY) SS.
32(county)
33 I, (name), Sheriff, of the County of (name),
34 do solemnly swear that the real estate described in this deed made
35 to
36
37
38
39 was by me sold by virtue of a good and subsisting execution (or as
40 the case may be) as is therein recited, that the money ordered to be
41 made has not been to my knowledge or belief paid or satisfied, that
42 the time and place of the same of said real estate were by me duly
43 advertised as required by law, and that the same was cried off and
44 sold to a bona fide purchaser for the best price that could be
45 obtained and the true consideration for this conveyance as set forth
46 in the deed is \$ (amount).
47
48 (name), Sheriff

1 Sworn before me, (name), on this (date) day of
2 (month), (year), and I having examined the deed
3 above mentioned do approve the same and order it to be recorded as
4 a good and sufficient conveyance of the real estate therein
5 described.

6 STATE OF NEW JERSEY) ss.
7 (Name) County) Attorney or Notary Public

8 On this (date) day of (month), (year),
9 before me, the subscriber, (name) personally
10 appeared (name), Sheriff of the County of
11 (name) aforesaid, who is, I am satisfied, the grantor in the within
12 Indenture named, and I having first made known to him the contents
13 thereof, he did thereupon acknowledge that he signed, sealed and
14 delivered the same on his voluntary act and deed, for the uses and
15 purposes therein expressed.

16
17 Attorney or Notary Public

18 b. At the conclusion of the sheriff's sale, the attorney for the
19 plaintiff **[may]** shall prepare and deliver to the sheriff a deed which
20 shall be in the form provided pursuant to paragraph **[(5)]** (6) of
21 subsection a. of this section for the sheriff's execution and the deed
22 shall be delivered to the sheriff within 10 days of the date of the
23 sale. The sheriff shall be entitled to the authorized fee, as a review
24 fee, even if the plaintiff's attorney prepares the deed.

25 c. (1) The sheriff's office shall, within two weeks of the date
26 of the sale, deliver a fully executed deed to the successful bidder at
27 the sale provided that the bidder pays the balance of the monies due
28 to the Sheriff by either cash or certified or cashier's check. In the
29 event a bid is satisfied after the expiration and additional interest is
30 collected from the successful bidder, the sheriff shall remit to the
31 plaintiff the total amount, less any fees, costs and commissions due
32 the sheriff, along with the additional interest.

33 (2) In the case of residential property in which the bidder shall
34 occupy the property as the bidder's primary residence for a period
35 of at least 84 months, no interest shall accrue on the balance of the
36 sale of the property until 60 business days have passed following
37 the date of the sale, and thereafter, the successful bidder shall have
38 30 business days to fulfill the balance. If the successful bidder fails
39 to fulfill the balance within this 90 business day period, the bidder
40 shall forfeit the deposit on the property and shall be responsible for
41 the payment of accrued interest and any fees or penalties incurred as
42 a result of the sale being void, unless the failure to fulfill the
43 balance is due to the bidder's inability to close a mortgage through
44 no fault of their own, such as because the appraised value of the
45 property is less than the purchase value of the property, in which
46 case the bidder shall be refunded the deposit on the property and
47 shall be responsible only for the payment of accrued interest and
48 any fees or penalties incurred as a result of the sale being void.

1 d. Prior to completion of a sale of residential property, the
2 foreclosing plaintiff shall disclose whether the property is vacant,
3 tenant-occupied, or owner-occupied. If the property is vacant, the
4 financial institution shall provide the successful bidder access to the
5 property.

6 e. A bidder, including, but not limited to, next of kin of the
7 foreclosed upon defendant, may purchase residential property at a
8 sheriff's sale by way of financing if the bidder provides
9 documentation that the bidder has been pre-approved by a financial
10 institution regulated by the Department of Banking and Insurance or
11 by a federal banking agency, as defined by section 3 of the "New
12 Jersey Residential Mortgage Lending Act," P.L.2009, c.53
13 (C.17:11C-53), for financing the property.

14 (1) A bidder who intends to finance the purchase of residential
15 property at a sale shall be:

16 (a) limited to submitting bids no higher than the amount for
17 which the bidder has been pre-approved for financing; and

18 (b) required to present current and valid photo identification that
19 substantially conforms to the name and information contained on
20 the financing pre-approval forms obtained by the bidder.

21 (2) With exception to the foreclosed upon defendant or the
22 foreclosed upon defendant's next of kin, a bidder purchasing
23 residential property in a sheriff's sale pursuant to this subsection
24 shall be required by the financial institution to occupy the property
25 as the bidder's primary residence for a fixed term, of at least 84
26 months after taking possession. The deed for the property shall
27 clearly state that the property may not be sold for 84 months from
28 the date of the sheriff's sale.

29 (3) A successful bidder who finances the purchase and does not
30 occupy the residence for a period of at least 84 months shall be
31 assessed a fine by a court of competent jurisdiction up to \$100,000
32 for the first violation, and \$500,000 thereafter for each subsequent
33 violation. These penalties shall not be assessed against a bidder
34 who finances the purchase in good faith and is thereafter required to
35 vacate the property prior to residing in the property for 84 months
36 due to death of the bidder or the bidder's spouse, disability of the
37 bidder or the bidder's spouse, divorce, military deployment, or
38 foreclosure. In the event of the death of a successful bidder, the
39 property may be transferred to another owner in accordance with
40 applicable laws governing estate, inheritance, and probate matters.

41 f. In the case of a residential property that is financed pursuant
42 to subsection e. of this section, the sheriff's office shall oversee the
43 occupancy of the property, which may include the mailing of a
44 questionnaire to the successful bidder within 84 months following
45 the sale, requiring the bidder to respond to questions and submit
46 documentation evidencing the bidder's continued residence at the
47 property. If the agency determines based upon its oversight that
48 there has been an occupancy violation, the agency shall bring an

1 action in a court of competent jurisdiction so that the sheriff's office
2 can pursue enforcement of penalties for the violation.

3 g. In the case of residential property, to be a successful bidder
4 who is not the plaintiff, and who intends to occupy the property,
5 and finance the purchase of the property, the bidder shall have
6 received eight hours of homebuyer education and counseling
7 through a program provided by the United States Department of
8 Housing and Urban Development (HUD), and shall present
9 certification of completion of that program at the time of purchase.

10 h. Each sheriff's office shall maintain information, written in
11 plain language, regarding the program to finance the purchase of
12 residential property in a foreclosure sale in accordance with this
13 section on its Internet website in a manner that is accessible to the
14 public. Additionally, each sheriff's office shall display information,
15 written in plain language, regarding the program in its office in a
16 manner that is conspicuous to the public. For any county in which
17 the primary language of 10 percent or more of the residents is a
18 language other than English, the sheriff's office shall provide the
19 information required by this subsection in that other language or
20 languages in addition to English. The alternate language shall be
21 determined based on information from the latest federal decennial
22 census.

23 i. Any penalty imposed pursuant to this section may be
24 recovered with costs in a summary proceeding commenced by the
25 appropriate sheriff's office pursuant to the "Penalty Enforcement
26 Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). Fifty percent
27 of any monies collected pursuant to this section shall be forwarded
28 to the municipality in which the foreclosed upon property is located
29 to be deposited in the affordable housing trust fund of the
30 municipality for use on low income housing or moderate income
31 housing needs as defined in section 4. of P.L.1985, c.222
32 (C.52:27D-304), to the extent the municipality maintains such a
33 fund, and if the municipality does not maintain such a fund, to the
34 State Treasurer, and shall annually be appropriated to the "New
35 Jersey Affordable Housing Trust Fund," section 20 of P.L.1985,
36 c.222 (C.52:27D-320) for the purpose of developing and supporting
37 housing programs that create for-sale and rental affordable housing
38 for the workforce. The remaining 50 percent of any monies
39 collected pursuant to this section shall provide for administrative
40 and enforcement costs, including costs incurred by the sheriff's
41 office, necessary to effectuate the purposes of this section.

42 j. If the foreclosed upon defendant or the next of kin of the
43 foreclosed upon defendant has secured financing or assets sufficient
44 to meet terms offered by the foreclosing plaintiff or an alternative
45 financial institution to purchase the property, the foreclosed upon
46 defendant or the next of kin of the foreclosed upon defendant shall
47 have the right of first refusal to purchase the property in the amount

1 approved for the opening bid of the sheriff's sale at the time of the
2 sale.

3 k. As used in this section:

4 "Residential property" means real property located in this State
5 in which people reside or dwell as their primary residence as
6 distinguished from property which is used for investment,
7 commercial, or business purposes.

8 (cf: P.L.2019, c.71, s.1)】¹

9

10 ¹1. Section 12 of P.L.1995, c.244 (C.2A:50-64) is amended to
11 read as follows:

12 12. a. With respect to the sale of a mortgaged premises under
13 foreclosure action, each sheriff in this State shall provide for, but
14 not be limited to, the following uniform procedures:

15 (1) Bidding in the name of the assignee of the foreclosing
16 plaintiff.

17 (2) That adjournment of the sale of the foreclosed property shall
18 be in accordance with N.J.S.2A:17-36.

19 (3) (a) The sheriff shall conduct a sale within 150 days of the
20 sheriff's receipt of any writ of execution issued by the court in any
21 foreclosure proceeding.

22 (b) If it becomes apparent that the sheriff cannot comply with
23 the provisions of subparagraph (a) of this paragraph (3), the
24 foreclosing plaintiff may apply to the office for an order appointing
25 a Special Master to hold the foreclosure sale.

26 (c) Upon the foreclosing plaintiff making such application to the
27 office, the office shall issue the appropriate order appointing a
28 Special Master to hold the foreclosure sale. The office may issue
29 the order to appoint a Special Master to hold foreclosure sales for
30 one or more properties within a vicinage.

31 (4) That the upset price for the sale of the foreclosed upon
32 property be no higher than 50 percent of the sum of the outstanding
33 mortgage and any interest, fees, or other costs accumulated from the
34 beginning of the foreclosure action.

35 (5) Except as otherwise provided in this paragraph with respect
36 to the purchase of residential property for which there is a 84 month
37 occupancy requirement, the successful bidder at the sheriff's sale
38 shall pay a 20 percent deposit in either cash or by a certified or
39 cashier's check, made payable to the sheriff of the county in which
40 the sale is conducted, immediately upon the conclusion of the
41 foreclosure sale. In the case of residential property in which the
42 bidder shall occupy the property as the bidder's primary residence
43 for a period of at least 84 months, the successful bidder who has
44 fulfilled the requirements set forth in subsection g. of this section
45 shall pay a 3.5 percent deposit by cash, certified or cashier's check,
46 or by wire transfer, made payable to the sheriff of the county in
47 which the sale is conducted or to the Special Master, if the sheriff
48 cannot comply with the provisions of subparagraph (a) of paragraph

1 (3) of this subsection, immediately upon the conclusion of the
 2 foreclosure sale. If the successful bidder cannot satisfy this
 3 requirement, the bidder shall be in default and the sheriff shall
 4 immediately void the sale and proceed further with the resale of the
 5 premises without the necessity of adjourning the sale, without
 6 renotification of any party to the foreclosure and without the
 7 republication of any sales notice. Upon such resale, the defaulting
 8 bidder shall be liable to the foreclosing plaintiff for any additional
 9 costs incurred by such default including, but not limited to, any
 10 difference between the amount bid by the defaulting bidder and the
 11 amount generated for the foreclosing plaintiff at the resale. In the
 12 event the plaintiff is the successful bidder at the resale, the plaintiff
 13 shall provide a credit for the fair market value of the property
 14 foreclosed.

15 **[(5)] (6)** It is permissible, upon consent of the sheriff
 16 conducting the sheriff's sale, that it shall not be necessary for an
 17 attorney or representative of the person who initiated the
 18 foreclosure to be present physically at the sheriff's sale to make a
 19 bid. A letter containing bidding instructions may be sent to the
 20 sheriff in lieu of an appearance.

21 **[(6)] (7)** That each sheriff's office shall use, and the plaintiff's
 22 attorney shall prepare and submit to the sheriff's office, a deed
 23 which shall be in substantially the following form:

24 THIS INDENTURE,
 25 made this (date) day of (month),
 26 (year). Between (name), Sheriff of the County
 27 of (name) in the State of New Jersey, party of the first
 28 part and (name(s)) party of the
 29 second part, witnesseth.

30 WHEREAS, on the (date) day of
 31 (month), (year), a certain Writ of Execution was issued out of
 32 the Superior Court of New Jersey, Chancery Division-
 33 (name) County, Docket No. directed and delivered to the
 34 Sheriff of the said County of (name) and which said
 35 Writ is in the words or to the effect following that is to say:

36 THE STATE OF NEW JERSEY to the Sheriff of the County of
 37 (name),

38 Greeting:

39 WHEREAS, on the (date) day of (month),
 40 (year), by a certain judgment made in our Superior Court
 41 of New Jersey, in a certain cause therein pending, wherein the
 42 PLAINTIFF is:

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 44
 45

46 and the following named parties are the DEFENDANTS:

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 48

1
2 IT WAS ORDERED AND ADJUDGED that certain mortgaged
3 premises, with the appurtenances in the Complaint, and Amendment
4 to Complaint, if any, in the said cause particularly set forth and
5 described, that is to say: The mortgaged premises are described as
6 set forth upon the RIDER ANNEXED HERETO AND MADE A
7 PART HEREOF.
8 BEING KNOWN AS Tax Lot (number) in Block
9 (number) COMMONLY KNOWN AS (street address)
10
11 TOGETHER, with all and singular the rights, liberties, privileges,
12 hereditaments and appurtenances thereunto belonging or in anywise
13 appertaining, and the reversion and remainders, rents, issues and
14 profits thereof, and also all the estate, right, title, interest, use,
15 property, claim and demand of the said defendants of, in, to and out
16 of the same, to be sold, to pay and satisfy in the first place unto the
17 plaintiff,
18
19
20 the sum of \$ (amount) being the principal, interest and
21 advances secured by a certain mortgage dated (date,
22 month, year) and given by (name) together with
23 lawful interest from
24
25
26
27 until the same be paid and satisfied and also the costs of the
28 aforesaid plaintiff with interest thereon.
29 AND for that purpose a Writ of Execution should issue, directed to
30 the Sheriff of the County of (name) commanding him to
31 make sale as aforesaid; and that the surplus money arising from
32 such sale, if any there be, should be brought into our said Court, as
33 by the judgment remaining as of record in our said Superior Court
34 of New Jersey, at Trenton, doth and more fully appear; and
35 whereas, the costs and Attorney's fees of the said plaintiff have
36 been duly taxed at the following sum: \$ (amount)
37 THEREFORE, you are hereby commanded that you cause to be
38 made of the premises aforesaid, by selling so much of the same as
39 may be needful and necessary for the purpose, the said sum of
40 \$..... (amount) and the same you do pay to the said plaintiff
41 together with contract and lawful interest thereon as aforesaid, and
42 the sum aforesaid of costs with interest thereon.
43 And that you have the surplus money, if any there be, before our
44 said Superior Court of New Jersey, aforesaid at Trenton, within 30
45 days after pursuant to R.4:59-1(a), to abide the further Order of the
46 said Court, according to judgment aforesaid, and you are to make
47 return at the time and place aforesaid, by certificate under your
48 hand, of the manner in which you have executed this our Writ,

1 together with this Writ, and if no sale, this Writ shall be returnable
2 within **[12]** 24 months.

3 WITNESS, the Honorable (name), Judge of the Superior
4 Court at Trenton, aforesaid, the (date) day of
5 (month), (year).

6 /s/ (Clerk)
7 Superior Court of New Jersey

8 /s/.....
9 Attorney for Plaintiff

10 As by the record of said Writ of Execution in the Office of the
11 Superior Court of New Jersey, at Trenton, in Book
12 (number) of Executions, Page (number) etc., may more fully
13 appear.

14 AND WHEREAS I, the said (name), as such
15 Sheriff as aforesaid did in due form of law, before making such sale
16 give notice of the time and place of such sale by public
17 advertisement signed by myself, and set up in my office in the
18 (name) Building in (name) County,
19 being the County in which said real estate is situate and also set up
20 at the premises to be sold at least three weeks next before the time
21 appointed for such sale.

22 I also caused such notice to be published four times in two
23 newspapers designated by me and printed and published in the said
24 County, the County wherein the real estate sold is situate, the same
25 being designated for the publication by the Laws of this State, and
26 circulating in the neighborhood of said real estate, at least once a
27 week during four consecutive calendar weeks. One of such
28 newspapers, (name of newspaper) is a newspaper
29 with circulation in (name of town), the County seat of
30 said (name) County. The first publication was at least
31 twenty-one days prior and the last publication not more than eight
32 days prior to the time appointed for the sale of such real estate, and
33 by virtue of the said Writ of Execution, I did offer for sale said land
34 and premises at public vendue at the County (name)
35 Building in (name of town) on the (date)
36 day of, (month) (year) at the hour of
37 (time) in the (a.m. or p.m.).

38 WHEREUPON the said party of the second part bidding
39 therefore for the same, the sum of \$..... (amount) and no
40 other person bidding as much I did then and there openly and
41 publicly in due form of law between the hours of (time)
42 and (time) in the (a.m. or p.m.), strike off and sell
43 tracts or parcels of land and premises for the sum of \$
44 (amount) to the said party of the second part being then and there
45 the highest bidder for same. And on the (date) of
46 (month) in the year last aforesaid I did truly report the
47 said sale to the Superior Court of New Jersey, Chancery Division
48 and no objection to the said sale having been made, and by

1 Assignment of Bid filed with the Sheriff of (name)
2 County said bidder assigned its bid to:
3
4
5

6 NOW, THEREFORE, This Indenture witnesseth, that I, the said
7 (name), as such Sheriff as aforesaid under and by the
8 virtue of the said Writ of Execution and in execution of the power
9 and trust in me reposed and also for and in consideration of the said
10 sum of \$ (amount) therefrom acquit, exonerate and
11 forever discharge to the said party of the second part, its successors
12 and assigns, all and singular the said tract or parcel of lands and
13 premises, with the appurtenances, privileges, and hereditaments
14 thereunto belonging or in any way appertaining; to have and hold
15 the same, unto the said party of the second part, its successors and
16 assigns to its and their only proper use, benefit, and behoof forever,
17 in as full, ample and beneficial manner as by virtue of said Writ of
18 Execution I may, can or ought to convey the same.

19 And, I, the said (name), do hereby covenant, promise and
20 agree, to and with the said party of the second part, its successors
21 and assigns, that I have not, as such Sheriff as aforesaid, done or
22 caused, suffered or procured to be done any act, matter or thing
23 whereby the said premises, or any part thereof, with the
24 appurtenances, are or may be charged or encumbered in estate, title
25 or otherwise.

26 IN WITNESS WHEREOF, I the said (name) as such
27 Sheriff as aforesaid, have hereunto set my hand and seal the day and
28 year aforesaid.

29 Signed, sealed and delivered
30 in the presence of
31
32 Attorney at Law of New Jersey(name) Sheriff
33 STATE OF NEW JERSEY) SS.
34(county)

35 I, (name), Sheriff, of the County of (name),
36 do solemnly swear that the real estate described in this deed made
37 to
38
39
40

41 was by me sold by virtue of a good and subsisting execution (or as
42 the case may be) as is therein recited, that the money ordered to be
43 made has not been to my knowledge or belief paid or satisfied, that
44 the time and place of the same of said real estate were by me duly
45 advertised as required by law, and that the same was cried off and
46 sold to a bona fide purchaser for the best price that could be
47 obtained and the true consideration for this conveyance as set forth
48 in the deed is \$ (amount).

1
 2 (name), Sheriff
 3 Sworn before me, (name), on this (date) day of
 4 (month), (year), and I having examined the deed
 5 above mentioned do approve the same and order it to be recorded as
 6 a good and sufficient conveyance of the real estate therein
 7 described.

8 STATE OF NEW JERSEY) ss.
 9 (Name) County) Attorney or Notary Public
 10 On this (date) day of (month), (year),
 11 before me, the subscriber, (name) personally
 12 appeared (name), Sheriff of the County of
 13 (name) aforesaid, who is, I am satisfied, the grantor in the within
 14 Indenture named, and I having first made known to him the contents
 15 thereof, he did thereupon acknowledge that he signed, sealed and
 16 delivered the same on his voluntary act and deed, for the uses and
 17 purposes therein expressed.

18
 19 Attorney or Notary Public

20 b. At the conclusion of the sheriff's sale, the attorney for the
 21 plaintiff shall prepare and deliver to the sheriff a deed which shall
 22 be in the form provided pursuant to paragraph **[(6)] (7)** of
 23 subsection a. of this section for the sheriff's execution and the deed
 24 shall be delivered to the sheriff within 10 days of the date of the
 25 sale. The sheriff shall be entitled to the authorized fee, as a review
 26 fee, even if the plaintiff's attorney prepares the deed.

27 c. (1) The sheriff's office shall, within two weeks of the date
 28 of the sale, deliver a fully executed deed to the successful bidder at
 29 the sale provided that the bidder pays the balance of the monies due
 30 to the Sheriff by either cash or certified or cashier's check. In the
 31 event a bid is satisfied after the expiration and additional interest is
 32 collected from the successful bidder, the sheriff shall remit to the
 33 plaintiff the total amount, less any fees, costs and commissions due
 34 the sheriff, along with the additional interest.

35 (2) In the case of residential property in which the bidder shall
 36 occupy the property as the bidder's primary residence for a period
 37 of at least 84 months, no interest shall accrue on the balance of the
 38 sale of the property until 60 business days have passed following
 39 the date of the sale, and thereafter, the successful bidder shall have
 40 30 business days to fulfill the balance. If the successful bidder fails
 41 to fulfill the balance within this 90 business day period, the bidder
 42 shall forfeit the deposit on the property and shall be responsible for
 43 the payment of accrued interest and any fees or penalties incurred as
 44 a result of the sale being void, unless the failure to fulfill the
 45 balance is due to the bidder's inability to close a mortgage through
 46 no fault of their own, such as because the appraised value of the
 47 property is less than the purchase value of the property, in which
 48 case the bidder shall be refunded the deposit on the property and

1 shall be responsible only for the payment of accrued interest and
2 any fees or penalties incurred as a result of the sale being void.

3 d. Prior to completion of a sale of residential property, the
4 foreclosing plaintiff shall disclose whether the property is vacant,
5 tenant-occupied, or owner-occupied. If the property is vacant, the
6 financial institution shall provide the successful bidder access to the
7 property.

8 e. A bidder, including, but not limited to, next of kin of the
9 foreclosed upon defendant, may purchase residential property at a
10 sheriff's sale by way of financing if the bidder provides
11 documentation that the bidder has been pre-approved by a financial
12 institution regulated by the Department of Banking and Insurance or
13 by a federal banking agency, as defined by section 3 of the "New
14 Jersey Residential Mortgage Lending Act," P.L.2009, c.53
15 (C.17:11C-53), for financing the property.

16 (1) A bidder who intends to finance the purchase of residential
17 property at a sale shall be:

18 (a) limited to submitting bids no higher than the amount for
19 which the bidder has been pre-approved for financing; and

20 (b) required to present current and valid photo identification that
21 substantially conforms to the name and information contained on
22 the financing pre-approval forms obtained by the bidder.

23 (2) With exception to the foreclosed upon defendant or the
24 foreclosed upon defendant's next of kin, a bidder purchasing
25 residential property in a sheriff's sale pursuant to this subsection
26 shall be required by the financial institution to occupy the property
27 as the bidder's primary residence for a fixed term, of at least 84
28 months after taking possession. The deed for the property shall
29 clearly state that the property may not be sold for 84 months from
30 the date of the sheriff's sale.

31 (3) A successful bidder who finances the purchase and does not
32 occupy the residence for a period of at least 84 months shall be
33 assessed a fine by a court of competent jurisdiction up to \$100,000
34 for the first violation, and \$500,000 thereafter for each subsequent
35 violation. These penalties shall not be assessed against a bidder
36 who finances the purchase in good faith and is thereafter required to
37 vacate the property prior to residing in the property for 84 months
38 due to death of the bidder or the bidder's spouse, disability of the
39 bidder or the bidder's spouse, divorce, military deployment, or
40 foreclosure. In the event of the death of a successful bidder, the
41 property may be transferred to another owner in accordance with
42 applicable laws governing estate, inheritance, and probate matters.

43 f. In the case of a residential property that is financed pursuant
44 to subsection e. of this section, the sheriff's office shall oversee the
45 occupancy of the property, which may include the mailing of a
46 questionnaire to the successful bidder within 84 months following
47 the sale, requiring the bidder to respond to questions and submit
48 documentation evidencing the bidder's continued residence at the

1 property. If the agency determines based upon its oversight that
2 there has been an occupancy violation, the agency shall bring an
3 action in a court of competent jurisdiction so that the sheriff's office
4 can pursue enforcement of penalties for the violation.

5 g. In the case of residential property, to be a successful bidder
6 who is not the plaintiff, and who intends to occupy the property,
7 and finance the purchase of the property, the bidder shall have
8 received eight hours of homebuyer education and counseling
9 through a program provided by the United States Department of
10 Housing and Urban Development (HUD), and shall present
11 certification of completion of that program within 90 business days
12 of the date that the sheriff's sale shall occur.

13 h. Each sheriff's office shall maintain information, written in
14 plain language, regarding the program to finance the purchase of
15 residential property in a foreclosure sale in accordance with this
16 section on its Internet website in a manner that is accessible to the
17 public. Additionally, each sheriff's office shall display information,
18 written in plain language, regarding the program in its office in a
19 manner that is conspicuous to the public. The information posted
20 on a sheriff's Internet website or displayed in a sheriff's office
21 concerning the program shall further contain language notifying the
22 public that the program shall exclude those purchasing property for
23 investment purposes. For any county in which the primary
24 language of 10 percent or more of the residents is a language other
25 than English, the sheriff's office shall provide the information
26 required by this subsection in that other language or languages in
27 addition to English. The alternate language shall be determined
28 based on information from the latest federal decennial census.

29 i. If the foreclosed upon defendant or the next of kin of the
30 foreclosed upon defendant fails to secure financing or assets
31 sufficient to meet the terms offered by the foreclosing plaintiff or an
32 alternative financial institution to purchase the residential property,
33 the foreclosed upon defendant or next of kin of the foreclosed upon
34 defendant may request that a nonprofit community development
35 corporation purchase the property. If the nonprofit community
36 development corporation agrees to purchase the property from the
37 foreclosed upon defendant or next of kin of the foreclosed upon
38 defendant, the corporation shall:

39 (1) allow the foreclosed upon defendant or next of kin of the
40 foreclosed upon defendant to reside at the property for a period of
41 time as agreed upon in paragraph (2) of this subsection; and

42 (2) negotiate with the foreclosed upon defendant or next of kin
43 of the foreclosed upon defendant on an affordable lease schedule
44 that shall include an option to purchase the property from the
45 corporation.

46 j. A nonprofit community development corporation intending
47 to bid in a sheriff's sale for residential property shall, prior to the
48 sale, register its participation with the sheriff or Special Master if

1 the sheriff cannot comply with the provisions of paragraph (3) of
2 subsection a. of this section. In registering its participation in the
3 sale, a corporation shall provide the following information:

4 (a) the most recent form 1023 filing provided to the United
5 States Internal Revenue Service, stating the corporation's mission
6 of community revitalization and the creation or preservation of
7 affordable housing through the restoration of vacant and abandoned
8 property; and

9 (b) a nonprofit determination letter from the United States
10 Internal Revenue Service that was made at least 36 months prior to
11 the enactment of P.L. , c. (C.) (pending before the
12 Legislature as this bill).

13 k. (1) A nonprofit community development corporation,
14 founded at least 36 months prior to the enactment of
15 P.L. , c. (C.) (pending before the Legislature as this bill),
16 that successfully bids on the purchase of a residential property in a
17 sheriff's sale shall:

18 (a) restore as need be and sell the property to a household
19 earning no more than 120 percent below area median income or rent
20 the property as an affordable housing unit to a household who earns
21 no more than 100 percent below area median income, if the
22 property is vacant or abandoned at the time of the sheriff's sale; or

23 (b) if the property is occupied at the time of sale by the
24 foreclosed upon defendant or a tenant, the nonprofit community
25 development corporation shall negotiate with the foreclosed upon
26 defendant or tenant on an affordable lease schedule that will allow
27 the foreclosed upon defendant or tenant to continue to occupy the
28 property should the foreclosed upon defendant or tenant desire to do
29 so. If after 120 business days the foreclosed upon defendant or
30 tenant does not respond to the requests of the nonprofit community
31 development corporation to negotiate, the corporation may bring an
32 action in a court of competent jurisdiction to remove the foreclosed
33 upon defendant or tenant. If removal has successfully occurred, the
34 nonprofit community development corporation shall comply with
35 the requirements of subparagraph (a) of paragraph (1) of this
36 subsection.

37 (2) A nonprofit community development corporation that
38 successfully bids on the purchase of a residential property shall
39 ensure that, in any future sale of the property pursuant to
40 subparagraph (a) of paragraph (1) of this subsection, the property be
41 subject to a 30-year deed restriction requiring any future property
42 owner to sell the property to a household earning no more than 120
43 percent below area median income or rent the property as an
44 affordable housing unit to a household who earns no more than 100
45 percent below area median income.

46 l. Sales for real estate owned residential property, which shall
47 include but not be limited to virtual auctions, shall be subject to the

1 provisions of P.L. , c. (C.) (pending before the Legislature
2 as this bill).

3 m. Any penalty imposed pursuant to this section may be
4 recovered with costs in a summary proceeding commenced by the
5 appropriate sheriff's office pursuant to the "Penalty Enforcement
6 Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). Fifty percent
7 of any monies collected pursuant to this section shall be forwarded
8 to the municipality in which the foreclosed upon property is located
9 to be deposited in the affordable housing trust fund of the
10 municipality for use on low income housing or moderate income
11 housing needs as defined in section 4 of P.L.1985, c.222
12 (C.52:27D-304), to the extent the municipality maintains such a
13 fund, and if the municipality does not maintain such a fund, to the
14 State Treasurer, and shall annually be appropriated to the "New
15 Jersey Affordable Housing Trust Fund," section 20 of P.L.1985,
16 c.222 (C.52:27D-320) for the purpose of developing and supporting
17 housing programs that create for-sale and rental affordable housing
18 for the workforce. The remaining 50 percent of any monies
19 collected pursuant to this section shall provide for administrative
20 and enforcement costs, including costs incurred by the sheriff's
21 office, necessary to effectuate the purposes of this section.

22 n. (1) If the foreclosed upon defendant or the next of kin of the
23 foreclosed upon defendant has secured financing or assets sufficient
24 to meet terms offered by the foreclosing plaintiff or an alternative
25 financial institution to purchase the property, the foreclosed upon
26 defendant or the next of kin of the foreclosed upon defendant shall
27 have the right of first refusal to purchase the property in the amount
28 approved for the opening bid of the sheriff's sale at the time of the
29 sale. Upon conclusion of the sale, the foreclosed upon defendant or
30 the next of kin of the foreclosed upon defendant shall pay a 3.5
31 percent deposit in either cash, money order, certified or cashier's
32 check, or wire transfer, made payable to the sheriff of the county in
33 which the sale is conducted or to the Special Master, if the sheriff
34 cannot comply with the provisions of paragraph (3) of subsection a.
35 of this section.

36 (2) A nonprofit community development corporation shall have
37 a right of second refusal to purchase the property which is
38 subordinate to the first right of refusal provided to a foreclosed
39 upon defendant and next of kin of the foreclosed upon defendant
40 pursuant to paragraph (1) of subsection 1. of this section. If the
41 foreclosed upon defendant or next of kin of the foreclosed upon
42 defendant decides not to participate in the sheriff's sale or fails to
43 secure financing or assets sufficient to meet the terms offered by the
44 foreclosing plaintiff or an alternative financial institution to
45 purchase the property, the corporation shall have the right of second
46 refusal to purchase the property in the amount approved for the
47 opening bid of the sheriff's sale at the time of the sale. Upon
48 conclusion of the sale, the corporation shall pay a 3.5 percent

1 deposit in either cash, money order, certified or cashier’s check, or
2 wire transfer, made payable to the sheriff of the county in which the
3 sale is conducted or to the Special Master, if the sheriff cannot
4 comply with the provisions of paragraph (3) of subsection a. of this
5 section.

6 o. As used in this section:

7 “Area median income” means the midpoint of a region’s
8 household income distribution, as determined by the United States
9 Department of Housing and Urban Development.

10 “Nonprofit community development corporation” means a not-
11 for-profit organization, incorporated at least 36 months prior to the
12 enactment of this bill, whose mission centers around community
13 revitalization through the restoration of vacant and abandoned
14 property to create or preserve affordable housing, as indicated in the
15 corporation’s most recent form 1023 filing provided to the United
16 States Internal Revenue Service.

17 “Real estate owned residential property” means residential
18 property owned by a financial institution, as defined in subsection e.
19 of this section, or a government agency.

20 “Residential property” means real property located in this State
21 in which people reside or dwell as their primary residence, as
22 distinguished from property which is used for investment,
23 commercial, or business purposes.

24 “Upset price” means the minimum amount that a foreclosed upon
25 property shall be sold for in a sheriff’s sale.¹

26 (cf: P.L.2019, c.71, s.1)

27

28 2. N.J.S.22A:4-8 is amended to read as follows:

29 22A:4-8. For the services hereinafter enumerated sheriffs and
30 other officers shall receive the following fees:

31 In addition to the mileage allowed by law, for serving every
32 summons and complaint, attachment or any mesne process issuing
33 out of the Superior Court, the sheriff or other officer serving such
34 process shall, for the first defendant or party on whom such process
35 is served, be allowed \$22.00 and, for service on the second
36 defendant named therein, \$20.00, and for serving such process on
37 any other defendant or defendants named therein, \$16.00 each, and
38 no more. If a man and his wife be named in such process they shall
39 be considered as one defendant, except where they are living
40 separate and apart.

41 Serving summons and complaint in matrimonial actions, in
42 addition to mileage, \$22.00.

43 Serving capias ad respondendum, capias ad satisfaciendum,
44 warrant of commitment, writ of ne exeat, in addition to mileage,
45 \$48.00.

46 Serving order to summon juries and return, \$8.00.

47 Serving every execution against goods or lands and making an
48 inventory and return, in addition to mileage, \$48.00.

1 For returning every writ, \$2.00.

2 Executing every writ of possession and return, in addition to
3 mileage, \$48.00.

4 Executing every writ of attachment, sequestration or replevin
5 issuing out of any of the courts, in addition to mileage, \$48.00.

6 For serving each out-of-State paper, in addition to the mileage
7 allowed by law, \$25.00 for the first defendant on whom such paper
8 is served, \$20.00 for service on the second defendant named
9 therein, and \$16.00 for serving such paper on any other defendant
10 or defendants named therein. If a man and wife be named in such
11 paper, they shall be considered as one defendant, except where they
12 are living separate and apart.

13 For serving or executing any process or papers where mileage is
14 allowed by law, the officer shall receive mileage actually traveled
15 to and from the courthouse, at the rate per mile of \$0.16.

16 The sheriff shall be entitled to retain out of all moneys collected
17 or received by him on a forfeited recognizance, whether before or
18 after execution, or from amercements, or from fines and costs on
19 conviction, on indictment or otherwise, whether such moneys are
20 payable to the State or to the county treasurer of the county wherein
21 conviction was had, **[5%]** five percent.

22 For transporting each offender to the State Prison, per mile, but
23 not less than \$3.00 for each offender, to be certified by the keeper
24 of the prison and the certificate to be delivered to the county
25 treasurer of the county where the conviction was had, \$0.23.

26

27

EXECUTION SALES

28

29 **[When]** Except as to sales conducted in accordance with section
30 12 of P.L.1995, c.244 (C.2A:50-64), when a sale is made by virtue
31 of an execution the sheriff shall be entitled to charge the following
32 fees: On all sums not exceeding \$5,000.00, **[6%]** 10 percent; on all
33 sums exceeding \$5,000.00 on such excess, **[4%]** five percent; the
34 minimum fee to be charged for a sale by virtue of an execution,
35 **[\$50.00]** ¹**[\$750.00]** \$150.00¹. When sales are conducted in
36 accordance with section 12 of P.L.1995, c.244 (C.2A:50-64), the
37 sheriff shall be entitled to charge ¹**[the following fees: On all sums**
38 not exceeding \$5,000.00, six percent; on all sums exceeding
39 \$5,000.00 on such excess, four percent; the minimum fee to be
40 charged for] six percent on¹ a sale by virtue of an execution¹,
41 **[\$50.00]**¹.

42 On an execution against wages, commissions and salaries, the
43 sheriff shall charge the same percentage fees on all sums collected
44 as those percentage fees applicable in cases wherein an execution
45 sale is consummated.

46 When the execution is settled without actual sale and such
47 settlement is made manifest to the officer, the officer shall receive

1 **[1/2]** one-half of the amount of percentage allowed herein in case
2 of sale.

3 Making statement of execution, sales and execution fees, \$10.00.

4 Advertising the property for sale, provided the sheriff or deputy
5 sheriff attend in pursuance of the advertisement, \$20.00.

6 Posting property for sale, \$20.00.

7 For the crier of the vendue, when the sheriff proceeds to sell, for
8 every day he shall be actually employed in such sale, \$5.00.

9 Every adjournment of a sale, but no more than one adjournment
10 shall be allowed, and if the sheriff shall have several executions
11 against a defendant, he shall only be allowed for advertising,
12 attending and adjourning, as if he had but one execution, \$28.00.

13 Drawing and making a deed to a purchaser of real property,
14 \$75.00.

15 Drawing and making a bill of sale to the purchaser of personal
16 property when such bill of sale is required or demanded, \$20.00.

17 When more than one execution shall be issued out of the
18 Superior Court upon any judgment, each sheriff to whom such
19 execution shall be directed and delivered shall be entitled to collect
20 and receive from the defendant named in such execution the fees
21 allowed by law for making a levy and return and statement thereon,
22 or for such other services as may be actually performed by him, and
23 the sheriff who shall collect the amount named in said execution or
24 any part thereof, shall be entitled to the legal percentage upon
25 whatever amount may be so collected by him, but in case any such
26 judgment shall be settled between the parties and the amount due
27 thereon shall not be collected by either sheriff, then the percentage
28 on the amount collected which would be due the sheriff thereon in
29 case only one execution had been issued shall be equally divided
30 among the several sheriffs in whose hands an execution in the same
31 cause may have been placed.

32 The sheriff shall file his taxed bill of costs with the clerk of the
33 court out of which execution issued, within such time as the court
34 shall direct by general rule or special order, or, in default thereof,
35 he shall not be entitled to any costs. If any sheriff shall charge in
36 such bill of costs for services not done, or allowed by law, or shall
37 take any greater fee or reward for any services by him done than is
38 or shall be allowed by law, he shall be liable for the damages
39 sustained by the party aggrieved including a penalty of \$30.00, to
40 be recovered in a summary manner, in the action or proceeding
41 wherein the execution was issued or otherwise.

42 (cf: P.L.2001, c.370, s.5)

43

44 3. (New section) a. In situations in which a creditor has
45 instituted a foreclosure proceeding pursuant to the "Fair Foreclosure
46 Act," P.L.1995, c.244 (C.2A:50-53 et seq.) and a creditor employs an
47 agent to be responsible for the care, maintenance, security, and upkeep
48 of the property if it becomes vacant and abandoned, the creditor and

1 agent who peacefully enters the property and exercises reasonable care
2 in doing so, shall be immune from liability, before and after the bid,
3 for any damage to the property or any person entering the property.

4 b. Persons bidding on the property shall not enter the property
5 prior to the time of sale of the property to the successful bidder.

6
7 4. This act shall take effect ¹**【immediately】** on the 90th day
8 next following enactment¹.