

[First Reprint]

ASSEMBLY, No. 1834

STATE OF NEW JERSEY

219th LEGISLATURE

PRE-FILED FOR INTRODUCTION IN THE 2020 SESSION

Sponsored by:

Assemblywoman BRITNEE N. TIMBERLAKE

District 34 (Essex and Passaic)

Assemblywoman CLEOPATRA G. TUCKER

District 28 (Essex)

Assemblywoman VERLINA REYNOLDS-JACKSON

District 15 (Hunterdon and Mercer)

Co-Sponsored by:

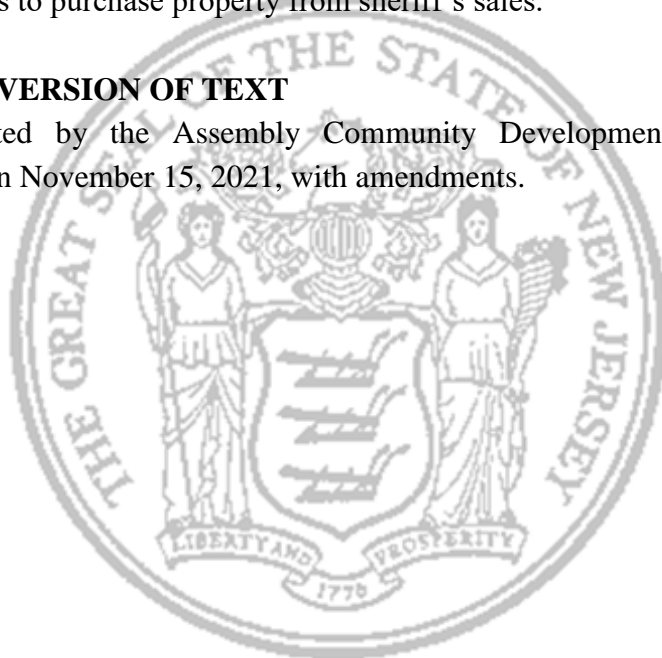
**Assemblymen Caputo, Giblin, Assemblywomen Sumter, McKnight,
Assemblyman Wimberly, Assemblywomen Carter and Chaparro**

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 Assembly Community Development and Affairs Committee on November 15, 2021, with amendments.



(Sponsorship Updated As Of: 12/2/2021)

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. 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 '**【72】** 84'¹ month occupancy requirement, '**【that】**¹ the successful
 33 bidder at the sheriff's sale shall pay a 20 percent deposit in either
 34 cash or by a certified or cashier's check, made payable to the sheriff
 35 of the 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 '**【72】** 84'¹
 39 months, the successful bidder who has fulfilled the requirements set
 40 forth in subsection g. of this section shall pay a 3.5 percent deposit
 41 in either cash or by certified or cashier's check, made payable to the
 42 sheriff of the county in which the sale is conducted, immediately
 43 upon the conclusion of the foreclosure sale. If the successful bidder
 44 cannot satisfy this requirement, the bidder shall be in default and

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:

¹Assembly ACD committee amendments adopted November 15, 2021.

1 the sheriff shall immediately void the sale and proceed further with
2 the resale of the premises without the necessity of adjourning the
3 sale, without renotification of any party to the foreclosure and
4 without 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:

40
41
42

43 and the following named parties are the DEFENDANTS:

44
45
46

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

1 and no objection to the said sale having been made, and by
2 Assignment of Bid filed with the Sheriff of (name)
3 County said bidder assigned its bid to:
4
5
6
7 NOW, THEREFORE, This Indenture witnesseth, that I, the said
8 (name), as such Sheriff as aforesaid under and by the
9 virtue of the said Writ of Execution and in execution of the power
10 and trust in me reposed and also for and in consideration of the said
11 sum of \$ (amount) therefrom acquit, exonerate and
12 forever discharge to the said party of the second part, its successors
13 and assigns, all and singular the said tract or parcel of lands and
14 premises, with the appurtenances, privileges, and hereditaments
15 thereunto belonging or in any way appertaining; to have and hold
16 the same, unto the said party of the second part, its successors and
17 assigns to its and their only proper use, benefit, and behoof forever,
18 in as full, ample and beneficial manner as by virtue of said Writ of
19 Execution I may, can or ought to convey the same.
20 And, I, the said (name), do hereby covenant, promise and
21 agree, to and with the said party of the second part, its successors
22 and assigns, that I have not, as such Sheriff as aforesaid, done or
23 caused, suffered or procured to be done any act, matter or thing
24 whereby the said premises, or any part thereof, with the
25 appurtenances, are or may be charged or encumbered in estate, title
26 or otherwise.
27 IN WITNESS WHEREOF, I the said (name) as such
28 Sheriff as aforesaid, have hereunto set my hand and seal the day and
29 year aforesaid.
30 Signed, sealed and delivered
31 in the presence of
32
33 Attorney at Law of New Jersey(name) Sheriff
34 STATE OF NEW JERSEY) SS.
35(county)
36 I, (name), Sheriff, of the County of (name),
37 do solemnly swear that the real estate described in this deed made
38 to
39
40
41
42 was by me sold by virtue of a good and subsisting execution (or as
43 the case may be) as is therein recited, that the money ordered to be
44 made has not been to my knowledge or belief paid or satisfied, that
45 the time and place of the same of said real estate were by me duly
46 advertised as required by law, and that the same was cried off and
47 sold to a bona fide purchaser for the best price that could be

1 obtained and the true consideration for this conveyance as set forth
2 in the deed is \$ (amount).

3

4 (name), Sheriff

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

10 STATE OF NEW JERSEY) ss.

11 (Name) County) Attorney or Notary Public

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

20

21 Attorney or Notary Public

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

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

37 (2) In the case of residential property in which the bidder shall
38 occupy the property as the bidder's primary residence for a period
39 of at least ¹**[(72)] 84¹** months, no interest shall accrue on the balance
40 of the sale of the property until 60 business days have passed
41 following the date of the sale, and thereafter, the successful bidder
42 shall have 30 business days to fulfill the balance. If the successful
43 bidder fails to fulfill the balance within this 90 business day period,
44 the bidder shall forfeit the deposit on the property and shall be
45 responsible for the payment of accrued interest and any fees or
46 penalties incurred as a result of the sale being void ¹, unless the
47 failure to fulfill the balance is due to the bidder's inability to close a

1 mortgage through no fault of their own, such as because the
2 appraised value of the property is less than the purchase value of the
3 property, in which case the bidder shall be refunded the deposit on
4 the property and shall be responsible only for the payment of
5 accrued interest and any fees or penalties incurred as a result of the
6 sale being void¹.

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

12 e. A bidder, including, but not limited to, next of kin of the
13 foreclosed upon defendant, may purchase residential property at a
14 sheriff's sale by way of financing if the bidder provides
15 documentation that the bidder has been pre-approved by a financial
16 institution¹ [on the New Jersey Housing and Mortgage Finance
17 Agency's participating lender list for financing the property. The
18 agency shall mail its participating lender list to the sheriff's office
19 of each county on an annual basis and at any time there is an update
20 to the list] regulated by the Department of Banking and Insurance
21 or by a federal banking agency, as defined by section 3 of the "New
22 Jersey Residential Mortgage Lending Act," P.L.2009, c.53
23 (C.17:11C-53), for financing the property¹.

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

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

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

31 (2) ¹[A] With exception to the foreclosed upon defendant or the
32 foreclosed upon defendant's next of kin, a¹ bidder purchasing
33 residential property in a sheriff's sale pursuant to this subsection
34 shall be required by the financial institution to occupy the property
35 as the bidder's primary residence for a fixed term, of at least ¹[72]
36 84¹ months after taking possession. The deed for the property shall
37 clearly state that the property may not be sold for ¹[72] 84¹ months
38 from the date of the sheriff's sale.

39 (3) A successful bidder who finances the purchase and does not
40 occupy the residence for a period of at least ¹[72] 84¹ months shall
41 be assessed a fine by a court of competent jurisdiction up to
42 \$100,000 for the first violation, and \$500,000 thereafter for each
43 subsequent violation. These penalties shall not be assessed against
44 a bidder who finances the purchase in good faith and is thereafter
45 required to vacate the property prior to residing in the property for
46 ¹[72] 84¹ months due to death ¹of the bidder or the bidder's

1 spouse, disability of the bidder or the bidder's spouse, divorce¹ ,
2 military deployment, or foreclosure. In the event of the death of a
3 successful bidder, the property may be transferred to another owner
4 in accordance with applicable laws governing estate, inheritance,
5 and probate matters.

6 f. In the case of a residential property that is financed pursuant
7 to subsection e. of this section, the sheriff's office shall oversee the
8 occupancy of the property, which may include the mailing of a
9 questionnaire to the successful bidder within ¹~~72~~ 84¹ months
10 following the sale, requiring the bidder to respond to questions and
11 submit documentation evidencing the bidder's continued residence
12 at the property. If the agency determines based upon its oversight
13 that there has been an occupancy violation, the agency shall bring
14 an action in a court of competent jurisdiction so that the sheriff's
15 office can pursue enforcement of penalties for the violation.

16 g. In the case of residential property, to be a successful bidder
17 who is not the plaintiff, and who intends to occupy the property,
18 and finance the purchase of the property, the bidder shall have
19 received eight hours of homebuyer education and counseling
20 through a program provided by the United States Department of
21 Housing and Urban Development (HUD), and shall present
22 certification of completion of that program at the time of purchase.

23 h. ¹~~As provided by the New Jersey Housing and Mortgage~~
24 Finance Agency, each] Each¹ sheriff's office shall maintain
25 information, written in plain language, regarding the program to
26 finance the purchase of residential property in a foreclosure sale in
27 accordance with this section on its Internet website in a manner that
28 is accessible to the public. Additionally, ¹~~As provided by the New~~
29 Jersey Housing and Mortgage Finance Agency,]¹ each sheriff's
30 office shall display information, written in plain language,
31 regarding the program in its office in a manner that is conspicuous
32 to the public. For any county in which the primary language of 10
33 percent or more of the residents is a language other than English,
34 the sheriff's office shall provide the information required by this
35 subsection in that other language or languages in addition to
36 English. The alternate language shall be determined based on
37 information from the latest federal decennial census.

38 i. Any penalty imposed pursuant to this section may be
39 recovered with costs in a summary proceeding commenced by the
40 appropriate sheriff's office pursuant to the "Penalty Enforcement
41 Law of 1999," P.L.1999, c.274 (C.2A:58-10 et seq.). Fifty percent
42 of any monies collected pursuant to this section shall be forwarded
43 to the municipality in which the foreclosed upon property is located
44 to be deposited in the affordable housing trust fund of the
45 municipality for use on low income housing or moderate income
46 housing needs as defined in section 4. of P.L.1985, c.222
47 (C.52:27D-304), to the extent the municipality maintains such a

1 fund, and if the municipality does not maintain such a fund, to the
2 State Treasurer, and shall annually be appropriated to the “New
3 Jersey Affordable Housing Trust Fund,” section 20 of P.L.1985,
4 c.222 (C.52:27D-320) for the purpose of developing and supporting
5 housing programs that create for-sale and rental affordable housing
6 for the workforce. The remaining 50 percent of any monies
7 collected pursuant to this section shall provide for administrative
8 and enforcement costs, including costs incurred by the sheriff’s
9 office, necessary to effectuate the purposes of this section.

10 j. If ¹], prior to the close of business on the banking day
11 before a sheriff’s sale is scheduled to occur,]¹ the foreclosed upon
12 defendant or the next of kin of the foreclosed upon defendant has
13 secured financing or assets sufficient to meet terms offered by the
14 foreclosing plaintiff or an alternative financial institution to
15 purchase the property, the foreclosed upon defendant or the next of
16 kin of the foreclosed upon defendant shall have the right of first
17 refusal to purchase the property in the amount approved for the
18 opening bid of the sheriff’s sale ¹at the time of the sale¹.

19 k. As used in this section:

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

25
26 2. N.J.S.22A:4-8 is amended to read as follows:

27 22A:4-8. For the services hereinafter enumerated sheriffs and
28 other officers shall receive the following fees:

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

38 Serving summons and complaint in matrimonial actions, in
39 addition to mileage, \$22.00.

40 Serving capias ad respondendum, capias ad satisfaciendum,
41 warrant of commitment, writ of ne exeat, in addition to mileage,
42 \$48.00.

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

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

46 For returning every writ, \$2.00.

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

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

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

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

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

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

25

26 EXECUTION SALES

27

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

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

44 When the execution is settled without actual sale and such
45 settlement is made manifest to the officer, the officer shall receive
46 **[1/2]** one-half of the amount of percentage allowed herein in case of
47 sale.

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

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

4 Posting property for sale, \$20.00.

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

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

11 Drawing and making a deed to a purchaser of real property,
12 \$75.00.

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

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

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

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

40

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

- 1 in doing so, shall be immune from liability, before and after the bid,
- 2 for any damage to the property or any person entering the property.
- 3 b. Persons bidding on the property shall not enter the property
- 4 prior to the time of sale of the property to the successful bidder.
- 5
- 6 4. This act shall take effect immediately.