


Jonathan Yoesting &lt;jonathan@godbears.com&gt;

 **FW: LOVE 33 South St. Madison****Noelle K. Nish, Esq.** <nknish@nishlaw.com>

Wed, Mar 14, 2012 at 2:43 PM

To: Jonathan Yoesting &lt;jonathan@yoesting.com&gt;, Jonathan Yoesting &lt;jonathan@godbears.com&gt;, Erika Bocian &lt;erikabocian@gmail.com&gt;, erika bocian &lt;dream.e2@gmail.com&gt;

Cc: eileenjiddle@gmail.com

Jonathan - this literally came the same minute as your email. Please review and advise.

Thanks,  
Noëlle

Noëlle K. Nish, Esq., CRP  
ROBERT J. NISH, P.C.  
Attorneys at Law  
[973-539-5050](tel:973-539-5050) (phone)  
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-----Original Message-----

From: Evalyn Kramer [mailto:[EKramer@wfkejp.com](mailto:EKramer@wfkejp.com)]

Sent: Wednesday, March 14, 2012 2:15 PM

To: Noelle K. Nish, Esq.

Cc: [dlbrennan@jordanbaris.com](mailto:dlbrennan@jordanbaris.com); [eileenjiddle@gmail.com](mailto:eileenjiddle@gmail.com); [smlove@att.net](mailto:smlove@att.net)

Subject: LOVE 33 South St. Madison

&lt;&lt;LOVE 33 South St. Madison.pdf&gt;&gt;

Dear Ms. Nish:

I forwarded your March 13, 2012 letter to Mr. Porfido. He made several changes to Paragraph 3C and asked that I forward to you and request that you accept the same as his approval.

Evalyn Kramer  
Secretary to Eugene J. Porfido, Esq.  
Phone: [973-584-6500](tel:973-584-6500)  
Fax: [973-584-6868](tel:973-584-6868)  
E-Mail: [Fullerton.Porfido@verizon.net](mailto:Fullerton.Porfido@verizon.net)

**LOVE 33 South St. Madison.pdf**

46K

**ROBERT J. NISH, P.C.**

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ROBERT J. NISH  
NOËLLE K. NISH

March 13, 2012

VIA FACSIMILE (973-584-6868)

Eugene J. Porfido, Esq.  
201 Route 10 East  
Succasunna, NJ 07876

*Re: Bocian/Xoesting from Love  
33 South Street, Madison, New Jersey*

Dear Mr. Porfido:

In response to my letter of March 6, 2012, I received an email from the listing agent containing the following additional modifications which would make the Contract acceptable to the Seller:

Paragraph 3 of my February 9, 2012 letter is amended as follows:

**Paragraph 3C:** Is deleted in its present form, and the following language is substituted: This agreement is contingent upon the Buyers obtaining and having in effect at closing a firm written mortgage commitment for a conventional mortgage in an amount not to exceed \$280,000.00 at prevailing rates of interest based upon a thirty (30) year term with monthly payments based upon a thirty (30) year payment schedule. If Buyers are specifically unable to obtain a conventional fixed 30 year \$280,000 mortgage at prevailing rates based on a direct 30 year payout (which equals a 90% loan to value based on a total purchase price of \$312,000 and based on Lender's appraised value of \$312,000 by April 20, 2012, or any agreed upon extension of that date, and Buyers have not previously waived the benefit of the contingency in writing, either party may cancel the Contract without penalty. The Buyers agree to make immediate application for their mortgage and press the Lender to schedule the appraisal as quickly as possible. The Seller shall retain the right to continue marketing the property for sale until the appraisal rights are obtained. The Buyers' present contract shall be considered as a contract with First Right of Refusal. If an additional bona fide, written contract is presented to the Seller, the Buyers shall have 24 hours to exercise ~~remove~~ their Right of First Refusal and proceed with the purchase or void the contract without penalty. This right of first refusal will expire simultaneously with the expiration of the mortgage contingency unless further extended in writing.  
Add: The closing date is amended to on or before May 14, 2012.

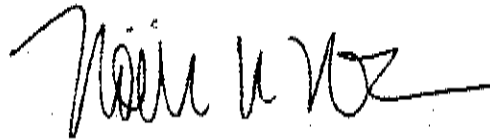
**ROBERT J. NISH, P.C.**  
ATTORNEYS AT LAW

Eugene J. Porfido, Esq.  
March 13, 2012; Page 2

All other modifications set forth in my attorney review letter dated February 9, 2012 remain as drafted except as modified by paragraphs 2-4 of your February 13, 2012 letter.

Please review and confirm the above with the Seller. Kindly advise at your earliest convenience whether we will be able to reinstate the contract. Thank you.

Very truly yours,  
**ROBERT J. NISH, P.C.**



By: \_\_\_\_\_  
Noëlle K. Nish

NKN/me

cc: Erika Bocian and Jonathan Yoesting, via email only  
Eileen Riddle, Weichert Realtors, via email  
Deborah Brennan, via email

AS AMENDED  
AGREED AND ACCEPTED/TO CONCLUDE ATTORNEY REVIEW

\_\_\_\_\_ Dated: