

PERSONAL GUARANTEE OF PAYMENT

On this day, _____, _____, _____,

The "Customer" who shall also be named the "Borrower", _____,

residing at: Address _____ City _____ State _____ ZIP _____,

for and in consideration of Furniture Auction, LLC, d/b/a Home Living Furniture also known as the "Seller", hereby Personally Guarantees the payment for goods purchased from the Seller under the Sales Contract/Invoice number _____ entered on _____, for the purchase of household furniture and household goods as listed under the Invoice.

WHEREAS, The Customer willingly purchased at the Seller's establishment at Livingston Mall, Space a4, 112 Eisenhower Parkway, Livingston, NJ 07039

WHEREAS, The total Purchase price of goods including taxes and deliveries is \$_____.

WHEREAS, The Customer has left a grand total deposit of \$_____.

WHEREAS, It is the intent of the Customer, who is also the known Borrower, to pay the balance due to the Seller in the amount of \$_____.

WHEREAS, The Seller shall deliver goods purchased at a time prior to collecting the said balance and the Customer shall enjoy the display and use of such goods at the desired location;

NOW, IN CONSIDERATION of the promises, covenants, and agreements made herein, and for the good and valuable consideration contained herein, the receipt and sufficiency of which both the Seller and the Customer acknowledge, the Customer/Borrower hereby agrees as follows:

1) THE CUSTOMER/BORROWER SHALL PAY THE REMAINDER BALANCE AS FOLLOWS:

1) Check #: _____ Dated: _____ Amount: \$_____.

2) Check #: _____ Dated: _____ Amount: \$_____.____;

3) Check #: _____ Dated: _____ Amount: \$_____.____;

2) IN THE EVENT BUYER DOES NOT PAY THE AMOUNT DUE PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN BUYER AND SELLER, BUYER AGREES TO PAY A DELINQUENT INTEREST CHARGE OF 2.75% PER MONTH ON THE UNPAID BALANCE OR THE HIGHEST RATE PERMITTED BY LAW, WHICHEVER IS LOWER.

3) THE CUSTOMER/BORROWER AGREES TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY SELLER IN RELATION TO THE INTERPRETATION, CONSTRUCTION, OR ENFORCEMENT OF ANY OR ALL OF OUR OBLIGATIONS UNDER THIS PERSONAL GUARANTEE, WHETHER OR NOT SUIT IS FILED.

4) THAT THIS AGREEMENT AND PERSONAL GUARANTEE HAS BEEN ENTERED INTO AND IS TO BE PERFORMED IN THE COUNTY OF BRANCH LOCATION, AND ANY ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN SAID COUNTY AND STATE AT THE OPTION OF AND IN THE SOLE DISCRETION OF SELLER AND THAT THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEES PAYMENT TO BUYER.

5) THAT THE CUSTOMER/BORROWER WARRANTS AND REPRESENTS TO SELLER, THAT HE/SHE IS SOLVENT AND ABLE TO PAY OBLIGATIONS AS THEY BECOME DUE WE WILL NOTIFY SELLER IMMEDIATELY IF ANY BECOME INSOLVENT, AND THAT SELLER CAN RELY ON THIS CONTINUING REPRESENTATION OF SOLVENCY.

6) THAT SELLER MAY USE THIS AGREEMENT WITH ANY FINANCIAL INSTITUTION *OR CREDIT REPORTING AGENCY* FOR THE PURPOSE OF OBTAINING ALL PERSONAL AND BUSINESS FINANCIAL INFORMATION OF ANY KIND OR NATURE WHATSOEVER.

7) ANY RETURNED CHECKS SHALL INCUR A \$35.00 FEE. NON PAYMENT OF FUNDS AS LISTED UNDER THIS AGREEMENT SHALL BE PURSUED BY THE HIGHEST POSSIBLE CRIMINAL AND CIVIL PENALTIES ALLOWED BY STATE OF NEW JERSEY.

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY FURNITURE AUCTION, LLC (SELLER), TO CUSTOMER, THE UNDERSIGNED DOES JOINTLY AND SEVERALLY PERSONALLY GUARANTEE TO PAY AND BE RESPONSIBLE FOR PAYMENT (AND NOT MERELY COLLECTION) OF ALL SUMS, BALANCES, AND ACCOUNTS DUE SELLER, INCLUDING INTEREST, COLLECTION CHARGES, AND/OR ATTORNEY FEES.

IN WITNESS WHEREOF, THE CUSTOMER AGREES TO THE TERMS OF ABOVE SAID AGREEMENT

BY: _____ , _____ , ____/____/____

PRINT FULL NAME

SIGNATURE

DATE

SOCIAL SECURITY NUMBER: _____ - ____ - _____

DATE OF BIRTH: ____/____/____