

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

FILED 3

2004 SEP 20 AM 10:36

IN RE:

WILLIAM J. SAUVE

Debtor.

Case No. 03-90209 jcs
Chapter 7
Honorable Jo Ann C. Stevenson
Filed: March 4, 2003

**CHAPTER 7 TRUSTEE'S MOTION TO SELL REAL PROPERTY
OF THE ESTATE (1010 20th STREET, MENOMINEE, MICHIGAN)**

NOW COMES Colleen M. Olson, Chapter 7 Trustee (the "Trustee"), through her attorneys, and moves the Court as follows:

1. On March 4, 2003, Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code.
2. The Trustee is the appointed, qualified and elected Chapter 7 Trustee in this case.
3. The assets of the bankruptcy estate being administered by the Trustee include the real property commonly known as 1010 20th Street, Menominee, Michigan 49858, and legally described as follows (the "Property"):

Part of the Southeast Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section Three (3), Township Thirty-one (31) North, Range Twenty-seven (27) West, described as: Beginning at the Northeast corner of 10th Avenue and 20th Street; thence East One Hundred Fifty-four and five tenths (154.5) feet; thence North One Hundred Twenty-two (122.0) feet; thence West Twenty-two and five tenths (22.5) feet; thence South Fifteen (15.0) feet; thence West One Hundred Thirty-two (132.0) feet; thence South One Hundred Seven (107.0) feet to the point of beginning.
4. North Country Bank and Trust ("North Country Bank") has one or more mortgages against the Property, and has obtained relief from the automatic stay from this Court to foreclose or otherwise seek its state court remedies with respect to the Property.
5. North County Bank obtained a deed in lieu of foreclosure from the Debtor. However, the Property still remains property of the estate.
6. On March 25, 2004, this Court entered its order approving an abandonment of the Property upon receipt by the Trustee of the amount of \$8,000, and the Trustee's filing with

this Court of an affidavit acknowledging the receipt of those funds. The funds have not been received by the Trustee.

7. Pursuant to the attached Buy and Sell Agreement dated October 6, 2003 (the "**Purchase Agreement**"), North Country Bank agreed to sell the Property to Office Planning Group and Dave Carey (the "**Buyers**"). North Country Bank has informed the Trustee that the Purchase Agreement remains in effect, and that the Buyers are willing to purchase the Property from the Trustee on the terms of the Purchase Agreement.

8. The purchase price for the Property is \$69,000 (the "**Purchase Price**"). The Purchase Price is payable in cash. The Trustee believes that the Purchase Price is the fair market value of the Property. Further, there is no equity in the Property for the estate above the mortgages held by North Country Bank since the Trustee has settled her claim against North Country Bank to set aside the mortgages held by North Country Bank.

9. The Buyers are disinterested.

10. The Trustee will not be obligated to pay a commission on the sale of the Property, real estate taxes, assessments, closing costs and charges, or other amounts, all of which shall be paid by North Country Bank or the Buyers and not the Trustee.

11. The following interests affect title to the Property:

(a) Rights or claims of parties in possession not shown by the public records.

(b) Easements, or claims of easements, not shown by the public records.

(c) Any lien, or a right to a lien, for services, labor or material furnished, imposed by law.

(d) Any claim by the Debtor and/or his wife, Gina M. Morgan-Sauve, including but not limited to any claim of exemption and dower in the Property.

(e) Security interest of North Country Bank, formerly known as Bank of Stephenson, showing Peninsula Office Equipment, Inc. as debtor, document number 2200, recorded September 29, 1995, in Liber 342 of Mortgages, Pages 655-656, Menominee County Records.

(f) Mortgage from Debtor and his former wife, Linda S. Sauve, to North Country Bank (formerly known as Bank of Stephenson) dated September 22, 1995, and recorded October 31, 1995, in Liber 343 of Mortgages, Pages 483-497, Menominee County Records.

(g) Security interest of North Country Bank (formerly known as First Northern Bank & Trust and as Bank of Stephenson) evidenced by a financing statement showing Debtor and his former wife, Linda S. Sauve, as debtors, document number 3194, recorded December 17, 1996, in Liber 355 of Mortgages, Pages 371-372, Menominee County Records.

(h) Mortgage from Debtor to his former wife, Linda S. Sauve, dated September 8, 1997, recorded September 11, 1997, in Liber 362 of Mortgages, Pages 622-624, Menominee County Records.

(i) Mortgage from Debtor to North Country Bank dated July 24, 2000, recorded September 27, 2000, in Liber 411 of Mortgages, Pages 497-508, Menominee County Records.

(j) Assignment of leases and rents dated July 24, 2000, recorded September 27, 2000, in Liber 411 of Mortgages, Pages 509-516, Menominee County Records, given by Debtor to North Country Bank.

(k) Security interest of North Country Bank showing Debtor as the debtor, recorded September 27, 2000, in Liber 411, Page 517, Menominee County Records.

(l) Security interest of North Country Bank showing Peninsula Office Equipment, Inc., as debtor, recorded May 31, 2001, in Liber 427 of Mortgages, Pages 19-23, Menominee County Records.

(m) Security interest of North Country Bank showing Peninsula Office Equipment, Inc., as debtor, recorded August 29, 2001, in Liber 434 of Mortgages, Pages 649-651, Menominee County Records.

The interests described above are collectively referred to as the "**Claims**." The Claims exclude all real estate taxes and assessments, including but not limited to special assessments, which constitute a lien on the Property (collectively, the "**Taxes**"), and easements and building and use restrictions of record (the "**Restrictions**").

12. North Country Bank has consented to this sale.
13. Debtor's former wife, Linda S. Sauve, is not listed as a creditor in the bankruptcy schedules. The Trustee believes her mortgage has been satisfied. Therefore any mortgage held by her in the Property is disputed.
14. The interest of Gina N. Morgan-Sauve, may be sold pursuant to the provisions of 11 USC §363(g), and North Country Bank has agreed to pay any amounts due to her for her dower interest (if any) out of the sale of the Property.
15. The Trustee requests that the Court approve sale of the Property to the Buyers pursuant to the terms of this Motion, subject to the following conditions:

(a) The Trustee is agreeing to conveyance of the Property solely as trustee in this bankruptcy case, and not individually.

(b) Title to the Property will be transferred by the Trustee's execution of a quit claim deed.

(c) Sale of the Property, including but not limited to all improvements and fixtures, shall be made on an "AS IS, WHERE IS" basis as of the date of entry of an order of this Court confirming the sale, without representation or warranty, express or implied of any kind, nature, or description, including without limitation any warranty by description or of merchantability, habitability, usability, or of fitness for any purpose. The Trustee shall not be required to inspect or test or report on the condition of the Property, or the operability of the Property, or the existence of any defects in the Property.

(d) Pursuant to 11 USC Section 363(f), the Court is requested to order sale of the Property free and clear of all Claims other than Taxes and the Restrictions.

(e) The Trustee assumes no obligation to inspect, test or report on the condition of the Property or the usability of the Property or the existence of any possible defect in the Property.

(f) Any person who desires additional information regarding the Property offered for sale should contact either:

Colleen M. Olson
Grandview Plaza
10850 East Traverse Highway Ste. 3309
Traverse City, MI 49689
Telephone: 231-946-6878, or

Timothy Hillegonds
Warner Norcross & Judd LLP
900 Fifth Third Center
111 Lyon Street N.W.
Grand Rapid, MI 49503
Telephone: 616-752-2132

(g) The Trustee requests that she be authorized to pay and disburse funds to facilitate closing and the transfer of the Property to the Buyer.

(h) The Trustee requests that the Order of the Court confirming the sale take immediate effect, and that the 10-day stay provided by Fed. R. Bankr. P. 6004(g) not apply so that the sale may close immediately following entry of the Order.

(i) North Country Bank shall pay to the Trustee \$10,500 out of the sales proceeds in full settlement of any claim by the Trustee to the Property.

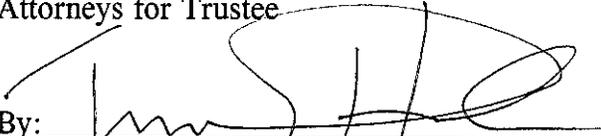
16. Pursuant to agreement with North Country Bank, the purchase price payable for the Property shall be applied (a) first to payment of the Trustee of the amount of \$10,500, (b) second to any real estate taxes, assessments, closing costs and charges payable by North Country Bank under the terms of the Purchase Agreement and (c) third, to North Country Bank.

17. The Trustee believes that it is in the best interest of this estate that she be authorized to sell the Property upon the terms and conditions set forth above.

WHEREFORE, the Trustee requests that this Court authorize sale of the Property on the terms of this Motion, and grant the Trustee such other, further or different relief as is just and equitable.

Dated: 9/14, 2004

WARNER NORCROSS & JUDD LLP
Attorneys for Trustee

By: 

Timothy Hillegonds (P25555)
Attorneys for the Trustee
900 Fifth Third Center, 111 Lyon Street
Grand Rapids, MI 49503
(616) 752-2132

936234-3



NCB - Peninsula Office

774-2415



Buy and Sell Agreement

Office of State Wide First Realty REALTOR®, Tom Berutti, Michigan, Date: October 6, 2003

1. BUYER'S OFFER

The undersigned, Office Planning Group and Dave Carey Hereinafter called the Buyer, HEREBY OFFERS TO BUY THROUGH State Wide First Realty THE FOLLOWING PROPERTY located in the City/Twp. of Menominee, County of Menominee, Michigan, commonly known as 1010 20th Street

Legally described as Part of Se 1/4 x NE 1/4 Section 3 T31N 27W

subject to any existing building and use restrictions, zoning ordinances and easements, if any for the sum of Sixty-Nine Thousand Dollars (\$ 69,000.00).

2. THE TERMS OF PURCHASE SHALL BE as indicated by "x" below: (other unmarked terms of purchase do not apply). Payment of such money shall be made in cash, certified check, or bank money order.

- CASH [] The full purchase price upon execution and delivery of Warranty Deed.
NEW MTGE [x] The full purchase price upon the execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Mortgage for no less than years, for no less than of purchase price at no more than % interest per annum which Buyer agrees to apply for within days and secure and accept commitment on or before date.
CONTRACT [] \$ upon execution and delivery of Land Contract, wherein the balance of \$ shall be payable in monthly installments of \$ or more including interest at % per annum, interest to start on date of closing and the first such payment to become due 30 days after closing date. This contract shall be payable in full year/months from date of closing.
EQUITY [] Upon execution and delivery of: [] Assignment of vendee interest in land contract [] Warranty Deed subject to existing mortgage, Buyer to pay the difference (approximately \$) between the purchase price and balance of said Mortgage or Land Contract which Buyer assumes and/or agrees to pay. Buyer agrees to reimburse Seller for any funds held in escrow, for payment of future taxes and insurance premiums.

3. ALL IMPROVEMENTS AND APPURTENANCES ARE INCLUDED in the purchase price, including now in or on the property, the following: T.V. antenna and complete rotor equipment; garage door opener and transmitter(s); carpet; lighting fixtures and their shades; drapery and curtain hardware; window shades and blinds; screens, storm windows and doors; stationary laundry tubs; water softener (unless rented); water heater; incinerator; heating and air conditioning equipment; water pump and pressure tank; built-in kitchen appliances including garbage disposal; awnings; mail box; all plantings; fence(s). Exceptions:*

- 4. All matters related to but not limited to zoning, soil borings, franchising, matters of survey, use permits, drain easements, rights of way, etc., are to be secured and paid for by Buyer unless otherwise specified in other provisions as set forth in Paragraph 3 of this agreement, or see addendum attached hereto.
5. Seller shall be responsible for fire and extended coverage insurance until sale is closed.
6. PRORATIONS: Rent; insurance, if assigned; fuel; interest on any existing land contract, mortgage or other lien assumed and/or to be paid by the Buyer shall be adjusted to the date of closing of the sale.
7. PROPERTY TAXES AND ASSESSMENTS: The Seller shall be responsible for all real estate taxes before the date of closing and the Buyer shall be responsible for all real estate taxes on and after the date of closing. Taxes shall be prorated as though they are paid in arrears or advance, based on a calendar year or fiscal year.
8. TITLE INSURANCE: Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will apply for a commitment for title insurance within days after the Buyer has waived all other contingencies contained in this Agreement. Upon receipt of the commitment, Buyer shall have days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.

9. Any evidence of title and supporting documents are to be examined by Attorney: Phone: Address:

10. SALE TO BE CLOSED on or before December 10, 2003

11. THE SELLER SHALL DELIVER and the Purchaser shall accept possession of said property subject to the rights of the following tenants, if the Seller occupies the property, it shall be vacated on or before days after closing. From the date of closing until the date of vacating the property as agreed, Seller shall pay the sum of \$ per day. The REALTOR®/Broker shall retain from the amount due the Seller at closing the sum of \$ as security for said occupancy charge, paying the Buyer the amount due him and returning to the Seller the unused portion as determined by the date the property is vacated and the key(s) surrendered to the REALTOR®/Broker.

12. FOR VALUABLE CONSIDERATION, Buyer gives Seller until October 21, 2003 to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 1,000.00 evidencing Buyer's good faith, said deposit to be held by said REALTOR®/Broker, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or if sale is on contract, subject to sale of such contract, or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue his legal or equitable remedies hereunder against Buyer.

13. CONDITIONS OF PREMISES: Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.
[] This Agreement is contingent upon a satisfactory inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than business days after the date of this contract. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this contract shall terminate, and any deposit shall be refunded to Buyer.
[x] Buyer acknowledges that the Salesperson has recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.

14. SELLERS DISCLOSURE:

- Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993. Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

15. LEAD-BASED PAINT DISCLOSURE/INSPECTION: (For residential housing built prior to 1978.) Buyer acknowledges that prior to signing the Buy and Sell Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Seller's Disclosure Form completed by the Seller on _____, the terms of which are incorporated herein by reference.

- Buyer shall have a _____ day opportunity after date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.
- Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

16. LAND DIVISION ACT: (For unplatted land only.) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery.

- (a) The grantor grants to the grantee the right to make All (insert "zero," or a specific number, as appropriate) division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.
- (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

17. CLOSING COSTS: Unless otherwise provided in this Agreement, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Agreement, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgagee.

18. ARBITRATION:

- Any claim or demand of Seller or Buyer arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the American Arbitration Association and the Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgement of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001; MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. This agreement is enforceable as to all parties and brokers/agents who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing.
- The parties do not wish to agree at this time to arbitrate any future disputes.

19. OTHER PROVISIONS OR EXCEPTIONS: Property to be sold "As Is" Where Is" without representation or warranty

20. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

WITNESS: _____

Office Planning Group
Not (Please sign as you wish your name to appear on final papers.)

Dave Carey
Phone: (Res.) _____ (Office) (906) 774-5880

BUYER'S ADDRESS 103 East "H" Street
Iron Mountain, MI 49801

Received from above named Buyer deposit monies in the form of _____ by _____
Salesperson/REALTOR®/Broker

Date _____ A.M. P.M.

SELLER'S ACCEPTANCE

21. THE ABOVE AGREEMENT is hereby accepted _____ and/or see addendum attached hereto.

22. SELLER ALSO AGREES to pay REALTOR®/Broker above named a commission as stated in the Listing Agreement corresponding to the property described herein for negotiating this sale. All deposits are to be held by State Wide First Realty in accordance with the terms Selling REALTOR®/Broker hereof and in accordance with the Occupational Code and the rules of the Bureau of Occupational and Professional Regulation of the Michigan Department of Consumer and Industry Services. If this sale is not consummated because of Seller's refusal to perform, then the commission shall be due and payable upon such refusal. If the sale is not consummated because of the Buyer's failure to perform and the deposit made herewith forfeited, Seller agrees that said deposit shall be applied first to reimburse REALTOR®/Broker for all expenses incurred by REALTOR®/Broker on Seller's behalf in performance of Seller's obligations hereunder, including but not limited to, abstracting charges, counsel, and fees of public officers and that \$ _____ of such deposit shall be retained by the REALTOR®/Broker in full payment for services rendered in this transaction.

23. RECEIPT IS ACKNOWLEDGED by Seller of a copy of this Agreement.

WITNESS: _____

John Chambless, SVP
North Country Bank
SELLER

John Chambless, SVP
(If Seller is married, both must sign)
SELLER

SELLER'S ADDRESS 130 Cadar Street
Manistique, MI 49854

Phone: (Res.) _____ (Office) (906) 341-8401

BUYER'S RECEIPT OF ACCEPTANCE

24. RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER of the Seller's acceptance of Buyer's agreement. In the event the acceptance was subject to changes as hereinbefore set forth, as in Paragraph 21, from Buyer's agreement, the Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

DATE _____ X _____ BUYER

Office Planning Group

WITNESS: _____ X _____ BUYER

Dave Carey

25. DISCLAIMER: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for the use or misuse of the form, for misrepresentation, or for warranties made in connection with the form. Execution of a facsimile counter part of this Agreement shall be deemed execution of the original Agreement. Facsimile transmission of an executed copy of this Agreement shall constitute acceptance of this Agreement.

214157 906-776-3010

Approved by the Wisconsin Department of Regulation and Licensing
7-1-99 (Optional Use Date) 1-1-00 (Mandatory Use Date)

STATEWIDE FIRST REALTY

WB-40 AMENDMENT TO OFFER TO PURCHASE

**Caution: Use A WB-40 Amendment If Both Parties Will Be Agreeing To Modify The Terms Of The Offer.
Use A WB-41 Notice If A Party Is Giving A Notice Which Does Not Require The Other Party's Agreement.**

1 Buyer and Seller agree to amend the Offer dated October 6, 2003, and accepted October 6, 2003, for
2 the purchase and sale of real estate at 1010 20th Street, Menominee, MI

3 _____ as follows:

4 Closing date is changed from December 10, 2003 to October 10, 2004

5 Purchase price is changed from \$ _____ to \$ _____

6 Occupancy date is changed from _____ to _____

7 Occupancy charge is changed from \$ _____ to \$ _____

8 Other: _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

29 _____

30 _____

31 _____

32 _____

33 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

34 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering

35 the Amendment on or before _____ (Time is of the Essence).

36 Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise

37 provided in this Amendment. **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior**

38 **to acceptance and delivery as provided at lines 34 to 37.**

39 This Amendment was drafted by Thomas A. Berutti, State Wide First Realty on 12/09/2003

40 _____ Licensee and Firm ▲ Date ▲

41 This Amendment was presented by Thomas A. Berutti, State Wide First Realty on 12/09/2003

42 _____ Licensee and Firm ▲ Date ▲

43 [Signature] 12/09/2003 Buyer's Signature ▲ Date ▲

44 Days Care Office Planning Group Buyer's Signature ▲ Date ▲

45 [Signature] Date ▲ Seller's Signature ▲ Date ▲

46 John P. Chambliss, SVE, North Country Bank Seller's Signature ▲ Date ▲

NOTE: ATTACH THIS AMENDMENT TO THE OFFER TO PURCHASE.

STATEWIDE FIRST REALTY 1131 S STEPHENSON AVE STE 100 IRON MOUNTAIN, MI 49801

Phone: (906) 774-1000 Fax: (906) 776-3010 THOMAS BERUTTI

NCB Pen Office

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN

FILED
2004 SEP 20 A 10 37

U.S. BANKRUPTCY COURT
WEST. DIST. OF MICH.

IN RE:

WILLIAM J. SAUVE.

Debtor.

Case No. 03-90209 jcs

Chapter 7

Honorable Jo Ann C. Stevenson

Filed: March 4, 2003

NOTICE TO CREDITORS AND OTHER PARTIES OF INTEREST

PLEASE TAKE NOTICE that Colleen M. Olson, Chapter 7 Trustee, has filed the attached Chapter 7 Trustee's Motion to Sell Real Property of the Estate (1010 20th Street, Menominee, Michigan) (the "Motion"), together with the attached proposed Order granting the Motion ("Order"). In accordance with Fed. R. Bankr. P. 2002(a)(2) and LBR 9013, objections to the Motion must be filed and served within twenty (20) days of the mailing of this notice. If you file written objections, the original must be filed with:

United States Bankruptcy Court
Western District of Michigan-Northern Division
P.O. Box 909
Marquette, Michigan 49855

and a copy must be mailed to the following:

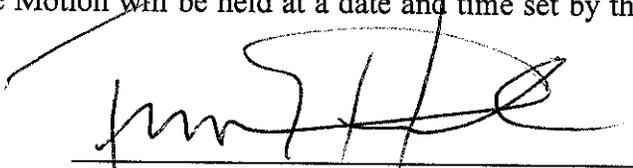
Timothy Hillegonds
Warner Norcross & Judd LLP
900 Old Kent Building
111 Lyon Street N.W.
Grand Rapids, Michigan 49503

Colleen M. Olson
Grandview Parkway, Suite 3309
10850 East Traverse Highway
Traverse City, MI 49684

If no objections are timely filed and served, the Court may approve and enter the proposed Order and otherwise grant the requested relief without a hearing. If a timely response or request is filed and served, a hearing on the Motion will be held at a date and time set by the Clerk of the Bankruptcy Court.

Dated:

9/15/04


Timothy Hillegonds (P25555)

Date Mailed: 9-16-04