

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In re:

ANDBROS, INC.
Tax Id: 38-3037896

Case No.: HK02-07286
Ch. 7

Debtor(s).

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

NOTICE IS HEREBY GIVEN THAT A HEARING will be held before the Hon. Jeffrey R. Hughes at the United States Bankruptcy Court, 114 U.S. Courthouse and Federal Building, 410 W. Michigan Ave., Kalamazoo, Michigan on September 23, 2004 at 12:30 p.m. to consider and act upon the following matter:

**TRUSTEE'S MOTION FOR AUTHORITY TO SELL REAL
ESTATE AND PERSONAL PROPERTY FREE AND CLEAR
OF LIENS PURSUANT TO 11 U.S.C. SECTION 363**

If you want the court to consider your views on this matter, attend the hearing on the date stated above.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

You or your attorney may wish to file a written response to the motion explaining your position. Any response shall be mailed to the Clerk of the United States Bankruptcy Court, Post Office Box 3310, Grand Rapids, Michigan 49501, and should be received by the Clerk at least 3 (three) days before the above hearing date.

If you or your attorney do not take these steps, the court may decide to grant the relief sought in the motion and may enter an order granting relief requested.

NOTICE IS HEREBY GIVEN that the court may, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be obtained at the Clerk's office from the court files or docket.

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A copy of this notice returned by the court (kmt) on August 25, 2004 to Stephen L. Langeland, Esq. for service of notice and motion upon the matrix. Court to serve Buyer's List.

Daniel M. LaVille, Clerk of Court



Kathleen M. Trapp, Deputy Clerk

August 25, 2004



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CLERK
BANKRUPTCY COURT
WEST. DIST. OF MICH.

UNITED STATES BANKRUPTCY COURT

FOR THE WESTERN DISTRICT OF MICHIGAN, SOUTHERN DIVISION

IN RE:

ANDBROS, INC.

Debtor.

Case No.: HK 02-07286

Chapter 7

Hon. Jeffrey R. Hughes

Case Converted on May 15, 2003

//

**MOTION FOR AUTHORITY TO SELL REAL ESTATE AND PERSONAL
PROPERTY FREE AND CLEAR OF ALL LIENS PURSUANT TO 11 U.S.C. SECTION**

363

NOW COMES Stephen L. Langeland, Trustee, and for his Motion To Set Aside Previous Order Confirming Sale and For Authority to Sell Real Estate and Personal Property Free and Clear of all Liens Pursuant to 11 U.S.C. Section 363 ("Motion"), says as follows:

1. That this Motion pertains to the above-captioned Chapter 11 proceeding which was filed on June 26, 2002 and converted to a Chapter 7 proceeding on May 15, 2003.

2. That the debtor is the owner of a certain real estate comprising of two parcels of land, together with all buildings, fixtures and improvements and other personal property, including but not limited to, equipment, machinery utilized in the former business of the debtor, real and personal property described herein are referred to as ("Property"), located in Berrien County, Michigan and legally described below:

Land Situated in the Township of Lincoln, County of Berrien, and State of Michigan:

Parcel 1: Part of the South fractional half of Section 9, Township 5 South, Range 19 West, described as: Commencing on the East line of said Section 9, a distance of 1413.49 feet North of the Southeast corner of said Section 9 (previously described as 1415.3 feet North of the Southeast corner of said Section 9); thence North 89 degrees 50' West on the North line of Paulmar Avenue 315.39 feet to the true place of beginning of the land herein described; thence continuing North 89 degrees 50' West on the North line of Paulmar Avenue 100.0 feet; thence North 147.0 feet; thence South 89 degrees 50' East 100.0 feet; thence South 147.0 feet to the point of beginning.

Parcel 2: That part of the South fractional half of fractional Section 9, Township 5 South, Range 19 West, described as follows: commencing on the East line of said fractional Section 9 at a point that is 1562.3 feet North of the Southeast corner of said fractional Section 9 and the place of beginning of the parcel of land herein described; thence North 89 degrees 50' West 315.0 feet;

thence South parallel with the East Section line 56.5 feet; thence South 89 degrees 50' East, parallel with Paulmar Avenue 117.0 feet; thence North 87 degrees 13' East 198.27 feet to the East line of said fractional Section 9; thence North, with said Section line, 46.4 feet to the place of beginning;

Also commencing at a point on the South line of the above described parcel of land, said point being 1505.62 feet North and 313.15 feet West of the Southeast corner of said fractional Section 9, as the place of beginning of the land herein described; thence South 8.7 feet, thence North 86 degrees 31' East 117.15 feet to an existing iron; thence North 89 degrees 50' West 117.0 feet to the place of beginning.

3. That on November 15, 2003 the Court entered an Order approving a sale of the property to Snehal Patel for the sum of \$190,000.00. Since that date Mr. Patel has been unable to close the property because he has been unable to obtain approval of the Michigan Liquor Control Commission to operate a liquor store on the premises. Apparently, the State of Michigan will not approve a liquor license for this location for any purpose which has seriously affected the trustee's ability to market this property.

4. The Trustee has now received a new offer to purchase said property from Vincent L. and Margaret A. Fyie, for the sum of \$145,000.00.

5. That the Purchaser's Offer to purchase is for the sum of One Hundred Forty Five Thousand and No/100 Dollars (\$145,000.00), a copy of the Buy and Sell Agreement including addendums is attached as Exhibit "A" and fully incorporated herein.

6. That bidding on the property should take place in open court starting at One Hundred Forty Six Thousand and No/100 Dollars (\$146,000.00) with subsequent bids in increments of not less than One Thousand and No/100 Dollars (\$1,000.00).

7. That the sale shall be on a cash bases, with the successful bidder being required to deposit with the Trustee the sum of Five Hundred and No/100 Dollars (\$500.00) two (2) days prior to the date scheduled for the sale. No contingent bids shall be received. The total balance of the bid price shall be paid at closing. All bids shall be in conformance with the Buy and Sell Agreement.

8. That the Property shall be sold "**as is, where is**" without representation of warranty, expressed or implied, of any kind or nature, or description, including, without limitation any warranty of marketability, usability or fitness for any purpose, except as set forth in the Buy and Sell Agreement. The debtor shall not be required to inspect, test or report on the condition of the Property, the operability of any system(s) on the Property or the existence of any defects, including environmental on or contained in the Property.

9. That all property taxes that are a lien against the Property shall be paid out of the sale proceeds as an expense of sale. Any tax which becomes a lien on the property after the date of the sale shall be paid by the successful purchaser. The 2003 real estate taxes shall be pro rated to the date of the sale. The sale shall be consummated by the delivery to the successful purchaser by Trustee's Deed, without warranty.

10. That the Property shall be sold free and clear of all liens, encumbrances and claims therein, with said liens, encumbrances and or claims attaching to the sale proceeds in the same order, rank, validity and priority as now exists on said Property. Any and all liens, claims and encumbrances shall be discharged with a copy of a subsequent order confirming sale entered by this Court is recorded along with the deed at the Register of Deeds Office.

11. That upon information:

A. There are delinquent real and personal property taxes owing on the property to the Lincoln Charter Township Treasurer which shall be paid in full as of this sale.

B. One Thaddeus Majerek holds a first lien on the Real Property and is owed the approximate sum of \$25,000.00 or more (plus interest) and will be paid in full as a result of this sale;

C. The Internal Revenue Service holds a tax lien on the Property (both real and personal) and is owed the approximate sum of \$72,952.36 or more (plus interest) and will be paid in full as a result of this sale; and

D. The total unsecured debt and will receive either payment in full or a substantial dividend as a result of this sale.

12. That all net proceeds from the sale shall be turned over to the secured creditors in the same rank, validity and priority as existed as of the date of the Petition.

13. That this offer is subject to realtor's commission of ten percent (10%) payable to Core Real Estate, Inc.

14. That certain of the contingencies that are the subject of the Buy and Sell Agreement are summarized below:

A. The sale is subject to financing;

B. Closing shall take place at a time and place to be agreed upon.

C. Certain inspections are required pursuant to Paragraph 9 of the Buy and Sell Agreement.

15. That the Trustee believes that the sale of the Property, pursuant to the terms herein, is in the best interest of the estate and its Creditors.

16. That Vincent L. and Margaret A. Fyie Purchaser, has no relationship with the debtor, the debtor's professionals or any other creditor or party in interest in this estate. Further, the debtor believes that the sale is for a satisfactory price and believes that the sale is for the best price obtainable.

Wherefore, the Trustee prays:

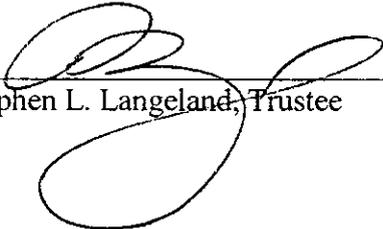
1) That this Court enter an Order authorizing the sale of the Property upon he terms and conditions set forth hereinto Vincent L. and Margaret A. Fyie, for the sum of One Hundred Forty Five Thousand and No/100 Dollars (\$145,000.00) or to any other purchaser for any additional sums that are bid in open court.

2) That the Trustee be authorized to execute a Trustee's Deed and other conveyance documents in conformance with the terms herein.

3) That the Trustee be authorized to pay the costs of closing, including real and personal property taxes and secured creditor, without further Court order.

4) That this Court Order such other relief as it finds just and equitable.

Dated: August 18, 2004



Stephen L. Langeland, Trustee

Business Address:

Stephen L. Langeland, Trustee
350 E. Michigan Avenue, Ste. 130
Kalamazoo, MI 49007
269/382-3703



ADDENDUM TO BUY AND SELL AGREEMENT

Addendum # 2

In reference to Buy and Sell Agreement between Vincent L. & Margaret A. Fyie the Buyer and Stephen Langeland Trustee US Bankruptcy Case # Seller, with a referenced contract date of 04/16/04 covering the real property located at 3872 Red Arrow Hwy and 2549 Paulmar Ave.

the undersigned Buyer and Seller further agree:

- 1. Price to be \$145,000.00
2. Seller to provide Buyer with a stake survey.
3. Subject to Buyer's attorney approval within 10 days from acceptance.
4. Buyer shall not be responsible for any past due utility bills.
5. Seller must accept this counter-offer (Addendum #2) in writing prior to August 6, 2004.

6. This agreement is subject to Bankruptcy Court Approval by the Bankruptcy Judge. Hearing to be held as scheduled by the court. Title will be conveyed by a Trustee's Deed and order Authorizing Sale of Real Estate.

SM trustee

The above is acknowledged by the Buyer and Seller to be a definite part of the Buy and Sell Agreement.

Date: 7-16-04 Time: 4:00 (A.M./P.M.) By: [Signature] REALTOR - Phone No. [Signature] Buyer 7-16-04

For: Core Real Estate 429-8001 Selling Office - Phone No. Buyer

For: Core Real Estate Listing Office - Phone No.

Date: Time: (A.M./P.M.) By: [Signature] Seller

By: REALTOR - Phone No. Seller 8-3-04