

Form JTG15 (07/15)

**United States Bankruptcy Court  
Western District of Michigan**  
One Division Ave., N.  
Room 200  
Grand Rapids, MI 49503

**IN RE:** Debtors (names used by the debtors in the last 8 years, including married, maiden, trade, and address):

**Terry J Dickerson**  
39613 CR388  
Bloomingtondale, MI 49026  
SSN: xxx-xx-6261  
**Cindy A Dickerson**  
39613 CR388  
Bloomingtondale, MI 49026  
SSN: xxx-xx-2359

**Debtors**

**Case Number 17-00192-jtg**

**Chapter 13**

**Honorable John T. Gregg**

**NOTICE TO PARTIES IN INTEREST OF HEARING**

YOU ARE HEREBY NOTIFIED that a hearing will be held at the United States Bankruptcy Court, Federal Building, U.S. Courthouse, Room 114, 410 W. Michigan Avenue, Kalamazoo, MI 49007 on **January 9, 2018** at **10:00 AM** to consider and act upon the following matter:

**Debtors' Motion to Sell Real Estate**

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. A response shall be mailed to the Clerk of the United States Bankruptcy Court, One Division Ave., N., Grand Rapids, Michigan 49503, and should be received by the Clerk at least 7 (seven) days before the above hearing date. A copy of your response should also be mailed to the opposing party and his/her attorney.

If you or your attorney do not file a written response, the court may decide to grant the relief sought in the motion without the need for a hearing or further notice.

DANIEL M. LAVILLE  
CLERK OF BANKRUPTCY COURT

**Dated:** November 20, 2017

/S/ \_\_\_\_\_  
V. Wyn  
Deputy Clerk

A copy of this notice returned to Debtor for service upon interested parties.

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 accessed through the Bankruptcy Court's web site ([www.miwb.uscourts.gov](http://www.miwb.uscourts.gov)) provided the person has a PACER login and password, or by visiting the clerk's office of the United States Bankruptcy Court located at One Division Ave., N., 2nd Floor, Grand Rapids MI 49503. Information about a PACER login and password may be obtained by either calling PACER service center between 8:00 a.m. and 5:00 p.m. Monday through Friday, CST at (800) 676-6856 or via its web site at <http://pacer.psc.uscourts.gov>

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MICHIGAN

In re:

Terry J. Dickerson  
Cindy A. Dickerson

Case No.: 17-00192-jtg  
Chapter 13  
Hon. John T. Gregg

SS# xx-6281  
xx-2359

Debtors

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**MOTION TO SELL REAL ESTATE**

The Debtors, through counsel, pursuant to Code Section 363(b), state:

1. The chapter 13 petition was filed on January 18, 2017. The chapter 13 plan was confirmed by Text Order entered on July 21, 2017.
2. Under the confirmed plan, the Debtors are required to sell real estate securing the claim of the Allegan County Federal Credit Union identified as tax parcel numbers 80-05-015-007-01, and 80-05-015-009-35, and parcel number 80-05-015-009-40.
3. The Debtors have received a cash offer for the three parcels of real estate from Ronald M. Henry, 10011 53<sup>rd</sup> Street, Grand Junction, MI 49056. Ronald Henry is also the salesperson working for the Debtors' court appointed realtor; Kalvan Realty, Inc..
4. The Debtors are proposing to sell this real estate in an open courtroom auction with Mr. Henry's \$100,000 bid used as the opening bid, and with successive bids beginning at \$102,000 and continuing in \$1,000 increments thereafter.
5. The realtor, Kalvan Realty, has agreed to a modification of their 7% commission and will accept a 5% commission on the approved sale price. The listing agreement covers only 2 parcels ending in 035 and 040. The value of the 2 parcels listed is considered to equal 5/7 of the value of the three parcels together.
6. Attached hereto is the legal description for the three parcels. Also attached is the Buy and

Sell Agreement.

7. The Debtors believe a courtroom auction of this real estate, with a starting bid of \$100,000, is in the best interest of the chapter 13 estate. The Debtors have been attempting to sell portions of the real estate for an excess of 2 years, both inside and outside of the bankruptcy court proceeding(s).
8. The successful purchaser shall receive the property upon closing free of all liens and encumbrances with the interest of any party asserting liens or encumbrances thereon and/or claims thereon, attaching to the sale proceeds in the same order and rank of priority and with the same validity as currently exists.
9. The property shall be sold on an “as is, where is” basis with no warranties as to marketability, fitness for any particular purpose, or any other manner being made by the Debtors, the Debtors’ attorney, the chapter 13 trustee, or any other person or entity.
10. The Debtors are requesting that the court clerk schedule a hearing on this motion with appropriate notice to the “buyers list”, if any. Debtors’ counsel will notice the motion and proposed sale date to all creditors and other parties in interest.
11. Any creditor or other party in interest wishing to object to this sale as proposed herein should file an objection with the court prior to the date set for hearing on the motion.

WHEREFORE the Debtors request a hearing on this motion, and following the hearing, entry of any order approving the sale of real estate to the successful bidder.

Dated: **November 16, 2017**

**/s/ Daniel L. Kraft**

Daniel L. Kraft (P37382)  
Attorney for Terry and Cindy Dickerson  
The Kraft Law Firm, PLLC  
320 West Ottawa Street  
Lansing, Michigan 48933  
Tele: (517) 485-8885  
E-Mail: kraftd3@sbcglobal.net

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF MICHIGAN

In re:

Terry J. Dickerson  
Cindy A. Dickerson

Case No.: 17-00192-jtg  
Chapter 13  
Hon. John T. Gregg

SS# xx-6281  
xx-2359

Debtor.

\_\_\_\_\_ /

EXHIBITS to Doc 43

Exhibit A- Legal Description of real to be sold

Exhibit B- Henry Buy & Sell Agreement

/s/ Daniel L. Kraft 11-17-17

Daniel L. Kraft (P37382) Debtor's counsel  
The Kraft Law Firm, PLLC  
320 W. Ottawa St.  
Lansing, MI 48933  
Ph. (517)485-8885  
Fx. (517)485-8856  
Email: kraftd3@sbcglobal.net

ALTA Commitment

EXHIBIT "A"

Commitment No. 848153

Land situated in the Township of Bloomingdale, County of Van Buren, State of MI.

Parcel 1:

The West half of the East half of the Southwest quarter of Section 15, Town 1 South, Range 14 West, lying Northerly of County Road 388. And Commencing at the intersection of the Southerly line of the Michigan Central Railroad and the North and South quarter line; thence Westerly on Railroad right-of-way to a point 40 Rods due West of said North and South quarter line; thence South to the center of the highway; thence Easterly in the center of same to said quarter line; thence North on same to the place of beginning. All being a part of the East half of the Southwest quarter of Section 15, Town 1 South, Range 14 West, according to the Government Survey thereof. Except three-quarters of an acre heretofore deeded to the Township of Bloomingdale for a Cemetary.

Parcel 2:

Commencing at the North 1/4 corner of Section 15, Town 1 South, Range 14 West, according to the Government Survey thereof; thence South 00° 28' 34" East 1320.15 feet on the North and South 1/4 line of said Section 15 to the Northeast corner of the South 1/2 of the East 1/2 of the Northwest 1/4 of said Section 15 and the place of beginning; thence continuing South 00° 28' 34" East 1320.15 feet on the North and South 1/4 line of said Section 15, to the center of said Section 15; thence South 89° 59' 41" West 1316.35 feet on the East and West 1/4 line of said Section 15, to the Southwest corner of the South 1/2 of the East 1/2 of the Northwest 1/4 of said Section 15; thence North 00° 27' 23" West 1319.88 feet, on the West line of the East 1/2 of the Northwest 1/4 of said Section 15, to the Northwest corner of the South 1/2 of the East 1/2 of the Northwest 1/4 of said Section 15; thence North 89° 59' 01" East 1315.89 feet, on the North line of the South 1/2 of the East 1/2 of the Northwest 1/4 of said Section 15, to the place of beginning. ALSO, an easement for ingress and egress described as follows: The East 16 feet of the following described parcel: Commencing at the North 1/3 corner of said Section 15; thence South 89° 58' 20" West 330.00 feet, on the North line of said Section 15, to the place of beginning; thence continuing South 89° 58' 20" West 985.43 feet, on the North line of said Section 15, to the Northwest corner of the East 1/2 of the Northwest 1/4 of said Section 15; thence South 00° 27' 23" East 1319.88 feet, on the West line of the East 1/2 of the Northwest 1/4 of said Section 15, to the Southwest corner of the North 1/2 of the East 1/2 of the Northwest 1/4 of said Section 15; thence North 89° 59' 01" East 985.89 feet, on the South line of the North 1/2 of the East 1/2 of the Northwest 1/4 of said Section 15; thence North 00° 28' 34" West 1320.08 feet, parallel with the North and South 1/4 line of said Section 15, to the place of beginning.

Commonly known as: CR388 & 8th Avenue-Vacant land  
Tax ID No.: 80-05-015-007-01 and 80-05-015-009-20

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Page: 6 of 8  
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Van Buren Co., MI AGD  
RTG  
L-1553 Pg-820

EX. B



AUTHORIZED BUY & SELL AGREEMENT ("Agreement") OF THE GREATER KALAMAZOO ASSOCIATION OF REALTORS®



Date November 9, 2017, A.M. P.M. (TIMES ARE KALAMAZOO, MICHIGAN TIME.) Form#: MLS No. 17017814

AGENCY

The undersigned Buyer and Seller ("The Parties") each acknowledge that they have read and signed the Real Estate Agency Disclosure.

The agency relationships at the time of execution of this Agreement are as follows:

Agency relationship table with columns for Listing Broker (Kalvan Realty), Listing Salesperson (Ron Henry), Selling Broker (Kalvan Realty, Inc), and Selling Salesperson (Ron Henry). Includes checkboxes for Seller Only, Buyer Only, Seller and Buyer (Disclosed Dual Agent), and Neither (Transaction Coordinator).

OFFER

1. PRIOR OFFERS: This offer terminates any prior offers or counteroffers between The Parties for The Property.
2. PROPERTY DESCRIPTION: Buyer agrees to buy from Seller The Property, whose address is 39000 8th Avenue (Property Street Address - Full Mailing Address)

Bloomingtondale, MI 49026. The Property is Located in the CITY VILLAGE TWP. of Van Buren County, Michigan, and legally described as: SE 1/4 of the NW 1/4 of Section 15, T1S, R14W

The Property shall include all buildings, improvements, appurtenances, fixtures and, if now in or on the property, the following: antennas and/or satellite dishes including all accessories and complete rotor equipment (unless rented); all landscaping, including all plantings; landscape lighting; ceiling fans; lighting fixtures, light bulbs and their shades; built-in sound system wiring and built-in speakers; wall mounted hardware for TV's (excluding TV); security systems; fireplace doors, screens and grates; wood burners and fireplace inserts; drapery and curtain hardware; window shades and blinds; wall-to-wall carpeting; screens, storm windows and doors; stationary laundry tubs; all water conditioning equipment (unless rented); water heaters (unless rented); sump pumps; heating and air conditioning equipment (excluding window units); LP tanks (unless rented); water pump and pressure tank; underground sprinkling systems; built-in kitchen appliances; awnings; mail boxes; garage door openers and transmitters; stationary outdoor grills; storage sheds; pool and pool equipment; fencing; attached: outdoor play equipment, work benches, cabinetry, shelving, mirrors, smoke/fire detectors, carbon monoxide detectors, thermostats, timers, and under-cabinet appliances; invisible fencing and controllers; hot tub and/or spa and all related equipment, and No personal property

But shall exclude RENTED ITEMS and

3. SALE PRICE: One Hundred Thousand (\$ 100,000.00 ) Dollars

4. CLOSING: Sale shall be closed on a day and time mutually agreeable to The Parties, but not earlier than December 15, 2017 and not later than January 15, 2018. Buyer shall pay any closing fee charged by a title company, except Seller shall pay said closing fee and wood destroying insect inspection fee(s) if required by a VA lender. Seller shall pay real estate transfer taxes at the time the deed is delivered.

5. POSSESSION: Buyer shall be entitled to possession of The Property as follows: (Check one box)
[X] At the completion of closing. OR
[ ] Seller shall pay to Buyer at closing, a non-refundable delayed possession fee of \$ \_\_\_\_\_, and shall have the right to possession of The Property until 11:59 p.m. on the \_\_\_\_\_ day after the day of closing.

Seller shall not be entitled to possession after the time agreed above. Unless otherwise provided in writing and signed by The Parties, Seller shall provide possession of The Property free from the rights of any other person or entity, including, but not limited to, tenants.

At the time of transfer of possession of The Property, Seller shall have removed all personal property (unless otherwise stated in this or an additional written agreement), made arrangements for final payment on all utilities, and shall deliver all keys to Selling Broker or Buyer. The Property shall be free and clear of trash and debris; buildings and improvements shall be left in broom-clean condition. Seller shall maintain The Property in its present condition until time of possession in the transaction, normal and reasonable wear excepted. Seller shall pay for utilities and for any repairs due to damage caused by the Seller to the Property after closing and before transfer of possession. Seller is responsible for obtaining any insurance Seller deems necessary, covering Seller to the time of transfer of possession.

If Seller fails to give possession to Buyer as provided, Seller shall pay Buyer \$ \_\_\_\_\_ for each day that Seller retains The Property beyond the agreed time and shall be liable for all court costs and reasonable actual attorney fees incurred by Buyer in obtaining possession and collecting the amount due.

6. ATTACHMENTS: [ ] No [ ] Yes Attachments and/or addendum #: \_\_\_\_\_

7. **DISCLAIMER:** Buyer understands and agrees that the real estate Brokers and Salespersons do not warrant: (i) The Property's boundaries, the size of the land, the size of the buildings and improvements; (ii) the condition of The Property; or (iii) that appropriate permits were obtained for repairs or other work performed on buildings or improvements. Buyer understands and agrees that the real estate Brokers and Salespersons also do not assume any responsibility for the representations made by Seller. It is further understood that no representations or promises have been made to Buyer by the real estate Brokers or Salespersons, or by Seller other than those contained in this Agreement or as otherwise made or given by Seller to Buyer in the written disclosure statement(s). The Parties understand that Brokers and Salespersons are not environmental experts. Unless expressly contained in a written instrument signed by the Brokers, Brokers and Salespersons have no knowledge of, and make no representations regarding (a) the environmental condition of The Property, (b) the existence of underground storage tanks at The Property now, or in the past, (c) whether The Property is, has been or may be listed as a site of environmental contamination, or (d) whether any such sites are located in the proximity of The Property. If Buyer or Seller requests the Brokers or Salespersons to recommend inspectors, repairmen or other professionals, The Parties agree that the Brokers and Salespersons shall not be liable for errors or omissions made by said inspectors, repairmen or other professionals.
8. **BUYER INVESTIGATIONS:**
- A. **Buyer Acknowledgment:** Buyer acknowledges that Buyer has been advised to carefully evaluate The Property to determine its condition and suitability for Buyer's intended use. Buyer is aware that inspectors and inspection services are available to aid Buyer in these evaluations. Items Buyer should evaluate include, but are not limited to, the following: structural integrity; condition of mechanical systems; infestation by termites or other wood-destroying insects; environmental concerns such as underground storage tanks or abandoned uncapped wells; health or safety issues, including radon and mold; zoning; assessed valuation, including the Principal Residence Exemption status and any possible changes to that status; the size of the land; the size of the buildings and improvements; the availability of utilities, including the cost to extend or hook-up; soil erosion or settling; the existence of wetlands; the availability of homeowner's insurance or flood insurance at a cost acceptable to Buyer.
- B. **Buyer Investigation Period:** Buyer shall have ten (10) days from the last dated acceptance of this Agreement ("Investigation Period") to investigate The Property. During the Investigation Period, Buyer and Buyer's investigators shall have reasonable access to The Property to conduct investigations as Buyer deems necessary. Buyer agrees to defend, indemnify and hold Seller harmless from any physical damage to persons or property resulting from such investigations. To the extent The Property is damaged due to any of Buyer's investigations, Buyer agrees to restore The Property to its original condition. Buyer is solely responsible for ordering and paying for any inspections and evaluations, except, if Buyer has elected to use VA financing, Seller shall pay for the wood destroying insect inspection at closing.
- C. **Seller Responsibility Concerning Utilities:** Seller shall have the following utilities, if attached, turned on for Buyer's investigations, appraisals and final inspection: electric, natural gas, propane, heating oil, sewer and water. Seller shall be solely responsible for dewinterization, re-winterization and any and all costs and procedures associated with this subparagraph.
- D. **Results of Investigations:** If any investigation reveals a condition unacceptable to Buyer, then, prior to the expiration of the Investigation Period, Buyer may pursue one of the following resolutions:
1. **Buyer may Deliver to Seller or Listing Broker a written request for corrective action(s)** on the GKAR Investigations Addendum, or a similar notice, along with any applicable documentation or report(s) AND ANY APPLICABLE WRITTEN COST ESTIMATE(S). Seller shall have five (5) days from receipt of the Investigations Addendum, or a similar notice, to respond to Buyer, in writing, as to whether Seller will agree to pay for and/or perform said requested corrective action(s). **If Seller rejects any part of Buyer's request in writing, Buyer shall have three (3) days from receipt of Seller's written rejection to terminate this Agreement in writing. If Seller does not respond in writing, Buyer shall have three (3) days from the expiration of Seller's allowed five (5) day period to terminate this Agreement in writing. If Buyer fails to so terminate this Agreement, Buyer shall be deemed to have accepted the condition of the Property in its "AS-IS" condition as it relates to this paragraph.**
- OR**
2. **Buyer may terminate this Agreement** by providing written notice of the termination to Seller or Listing Broker, identifying the unacceptable condition. If requested by Seller, Buyer shall provide Seller with a copy of any inspection report or documentation of unacceptable condition.
- E. **Waiver of Contingencies:** BUYER AGREES THAT THE CONTINGENCIES IN THIS PARAGRAPH SHALL BE DEEMED TO HAVE BEEN WAIVED IF (1) BUYER FAILS TO DELIVER WRITTEN NOTICE OF BUYER'S PROPOSED RESOLUTION TO SELLER OR LISTING BROKER WITHIN THE INVESTIGATION PERIOD OR (2) BUYER FAILS TO TERMINATE THIS AGREEMENT IN WRITING AS PROVIDED ABOVE. IF THESE CONTINGENCIES ARE WAIVED, OR IF BUYER ELECTS TO CLOSE THIS TRANSACTION, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS "AS-IS" CONDITION AS OF THE DATE OF CLOSING.
9. **LOCATION OF BOUNDARIES AND IMPROVEMENTS:** Buyer may, at Buyer's expense, obtain a survey or mortgage report of The Property. If the survey or mortgage report: (1) reveals material differences in The Property's boundaries or land area from that which was represented by Seller in writing, or (2) reveals encroachments, setback violations, or matters which would interfere with Buyer's intended use of The Property ("Survey Defects"), Buyer shall furnish Seller with a copy of the survey or mortgage report, along with a written request that Seller correct the Survey Defect(s). These must be received by Seller no later than fifteen (15) days after delivery of the title commitment referenced in Paragraph 16 to Buyer or Selling Broker. Seller shall respond in writing to Buyer within five (5) days as to whether or not Seller will correct the Survey Defect(s). If Seller does not agree to do so or fails to respond, Buyer shall have three (3) days from receipt of Seller's written refusal (if any) or from the expiration of Seller's allowed time, whichever first occurs, to terminate this Agreement in writing.
- BUYER AGREES THAT THIS CONTINGENCY SHALL BE DEEMED WAIVED IF (1) BUYER FAILS TO PROVIDE SELLER WITH A SURVEY OR MORTGAGE REPORT OR (2) BUYER FAILS TO TERMINATE THIS AGREEMENT IN WRITING AS PROVIDED ABOVE. IF THIS CONTINGENCY IS WAIVED AND BUYER ELECTS TO CLOSE THIS TRANSACTION, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE LOCATION OF THE PROPERTY BOUNDARIES AND IMPROVEMENTS, "AS IS".
10. **WELL/WATER/SEPTIC SYSTEM EVALUATIONS:** If The Property is serviced by a water well, Seller agrees to order within five (5) days of the last dated acceptance of this Agreement and promptly provide to Buyer and/or Selling Broker, at Seller's expense, an evaluation report from the County Health Department or the private well evaluation company listed in Paragraph 11, covering the well and tests for nitrates and bacteria in the water by either the County Health Department or other government approved laboratory. Any water evaluation beyond tests for nitrates and bacteria shall be Buyer's responsibility and Buyer's expense. If The Property is serviced by a septic system, Seller agrees to order within five (5) days of the last dated acceptance of this Agreement and promptly provide to Buyer and/or Selling Broker, at Seller's expense, an evaluation report covering the condition of the septic system by the local County Health Department or the private septic evaluation company named in Paragraph 11. Seller further agrees to have the septic tank pumped if required by the local County Health Department.

If the evaluation report(s) in any of the above circumstances disclose(s) a condition which Buyer reasonably deems unacceptable, Buyer shall notify Seller or Listing Broker of such condition and requested corrective action in writing within five (5) days of the date Buyer has received the applicable report(s). If Seller does not agree or fails to respond within fifteen (15) days of Buyer's requested corrective action, Buyer shall have the right to terminate this Agreement by providing written notice to Seller or Listing Broker within three (3) days from receipt of Seller's written refusal (if any) or from the expiration of Seller's allowed time, whichever first occurs.

BUYER AGREES THAT THE CONTINGENCY PROVIDED BY THIS PARAGRAPH SHALL BE DEEMED TO HAVE BEEN WAIVED IF (1) BUYER FAILS TO PROVIDE WRITTEN NOTICE OF A CONDITION DEEMED UNACCEPTABLE WITHIN FIVE (5) DAYS AFTER BUYER HAS RECEIVED THE APPLICABLE REPORT(S) OR (2) BUYER FAILS TO TERMINATE THIS AGREEMENT IN WRITING AS PROVIDED ABOVE.

IF THESE CONTINGENCIES ARE WAIVED, OR IF BUYER ELECTS TO CLOSE THIS TRANSACTION, BUYER SHALL BE DEEMED TO HAVE ACCEPTED THE PROPERTY IN ITS "AS IS" CONDITION AS OF THE DATE OF CLOSING.

11. **PRIVATE WELL AND/OR SEPTIC EVALUATION COMPANIES:** The Parties agree that the following shall be used to evaluate the well/water/septic system per Paragraph 10: For evaluation of the well and water: N/A. For evaluation of the septic system: \_\_\_\_\_ . A blank line shall indicate the agreement of The Parties to use the local County Health Department.
12. **SOURCE OF FUNDS:** This Agreement:
- A. IS NOT CONTINGENT** on the sale or exchange of any real or personal property by Buyer. BUYER REPRESENTS THAT THE FUNDS NECESSARY TO COMPLETE THIS AGREEMENT (ON THE TERMS SPECIFIED) ARE CURRENTLY AVAILABLE TO BUYER IN CASH OR AN EQUALLY LIQUID EQUIVALENT.
- B. IS CONTINGENT ON:**
- (1) **THE CLOSE OF THE PENDING SALE OF BUYER'S PROPERTY** located at \_\_\_\_\_ . A copy of the agreement(s) to sell or exchange Buyer's property is being delivered to Seller or Listing Broker along with this offer. Buyer shall notify Seller or Listing Broker in writing within 48 hours of any changes in the terms or progress of said agreement(s) that will delay or materially affect the consummation of this Agreement. In such an event, Seller may terminate this Agreement by written notice to Buyer or Selling Broker within 48 hours of receipt of said notice from Buyer. Failure of Buyer to notify Seller of such changes, or a default by Buyer in said agreement(s), shall be considered a default in this Agreement.
- (2) **OTHER:** \_\_\_\_\_
13. **METHOD OF PAYMENT:** All moneys must be paid in US funds by wire transfer, certified check, cashier's check, or money order. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title by the following method:
- A. CASH.** Buyer will pay the sale price by cash, certified check, cashier's check or money order.
- B. NEW MORTGAGE.** This Agreement is contingent upon Buyer's ability to obtain a(n) \_\_\_\_\_ (type) mortgage loan in the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the sale price. Buyer shall apply for the loan from \_\_\_\_\_ (name of financial institution – Lender) within \_\_\_\_\_ days of the last dated acceptance of this Agreement. Loan application shall include the payment of any appraisal fee, application fee, and all other costs customarily charged by Lender for loan approval. Buyer acknowledges that failure to complete the loan application as agreed shall constitute a default by Buyer. Buyer shall take no action that would impair Buyer's credit or ability to obtain the loan and shall accept such loan if offered. Buyer may waive this mortgage loan contingency by written notice to Seller or Listing Broker and pay cash as provided in subparagraph A above. Seller may terminate this Agreement by written notice to Buyer or Selling Broker if Buyer fails to provide Seller or Listing Broker with evidence of loan approval by 5:00 p.m. \_\_\_\_\_ ("Loan Approval Deadline Date"). If Buyer is unable to obtain written verification of Lender's approval, Buyer may provide oral verification from Lender to Seller or Listing Broker. If said loan approval is acceptable to Seller, no response shall be necessary.
- If Seller reasonably determines that the evidence of loan approval is inadequate or unacceptable and if Seller therefore wishes to terminate, Seller must deliver written notice of termination of this Agreement by 5:00 p.m. on the third day after the Loan Approval Deadline Date. If Seller so terminates, Buyer may waive this mortgage contingency and void the termination by delivering written notice of such waiver to Seller or Listing Broker by 5:00 p.m. on the third day after Seller's delivery of termination. If Buyer waives this mortgage contingency and subsequently fails to close due to Buyer's failure to secure financing, Buyer shall be considered in default in this Agreement.
- BUYER HEREBY INSTRUCTS LENDER TO RELEASE TO SELLING BROKER AND SELLER OR LISTING BROKER INFORMATION CONCERNING COMPLETION OF LOAN APPLICATION AND STATUS OF LOAN APPROVAL.**
- C. LAND CONTRACT.** See attached GKAR Land Contract Addendum.
14. **SELLER'S DISCLOSURE STATEMENT:** BUYER  HAS  HAS NOT RECEIVED A COMPLETED AND SIGNED COPY OF THE SELLER'S DISCLOSURE STATEMENT # \_\_\_\_\_ DATED OR REVISED \_\_\_\_\_. SELLER HEREBY CERTIFIES THAT, TO THE BEST OF SELLER'S KNOWLEDGE, THE INFORMATION CONTAINED IN SUCH SELLER'S DISCLOSURE STATEMENT IS CURRENT AS OF THE DATE OF THIS AGREEMENT. FURTHER, SELLER AGREES TO INFORM BUYER IN WRITING OF ANY CHANGES IN THE CONDITION OF THE PROPERTY RELATING TO THE INFORMATION CONTAINED IN SUCH DISCLOSURE STATEMENT.
15. **LEAD BASED PAINT DISCLOSURE STATEMENT:** BUYER  HAS  HAS NOT RECEIVED BOTH AN EPA PAMPHLET "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" AND A COMPLETED AND SIGNED COPY OF THE SELLER'S LEAD BASED PAINT DISCLOSURE STATEMENT # \_\_\_\_\_
- If The Property was constructed prior to January 1, 1978, Buyer will not be obligated to the terms of this Agreement unless the above documents are received by Buyer. If the above documents are received after the last dated acceptance of the Agreement, Buyer shall have the right to terminate this Agreement within 72 hours after Buyer's receipt of the above documents if the Seller's Lead Based Paint Disclosure Statement indicates any condition unacceptable to Buyer. If Buyer fails to terminate this Agreement within said 72 hours, Buyer's right to terminate under this provision shall be considered waived. BUYER  WAIVES OR  REQUESTS LEAD BASED PAINT INSPECTIONS TO BE PERFORMED PER LEAD-BASED PAINT ADDENDUM # \_\_\_\_\_, WHICH IS ATTACHED HERETO.



- 16. TITLE EVIDENCE:** Seller agrees to convey marketable title to The Property subject to: conditions, limitations, building and use restrictions and easements of record ("Exceptions"). As evidence of marketable title, Seller shall furnish Buyer, at Seller's expense, an *expanded coverage ALTA Homeowner's Policy of Title Insurance* ("*Expanded Policy*"), if available, in the amount of the sale price. Seller shall order the commitment for such policy, along with copies of the Exceptions, and shall deliver same to Buyer or Selling Broker within ten (10) days after the last dated acceptance of this Agreement. If a survey or mortgage report is required by the commitment, it shall be completed at Buyer's expense in accordance with Paragraph 9 LOCATION OF BOUNDARIES AND IMPROVEMENTS. If an *Expanded Policy* is not available or if Buyer declines any required survey or mortgage report cost, Seller agrees to provide and Buyer agrees to accept a *standard coverage ALTA Owner's Policy of Title Insurance including all standard exceptions*.
- If the commitment discloses any title defect(s) or anything in the Exceptions which would interfere with Buyer's intended use of The Property, Buyer must notify Seller or Listing Broker, in writing, of Buyer's objections within five (5) days of Seller's delivery of the commitment and Exceptions. Further, if, prior to closing, Buyer shall become aware of new title defect(s), Buyer must notify Seller or Listing Broker, in writing, within five (5) days of Buyer becoming aware of such defect(s).
- If Seller receives any such notification, Seller shall have either thirty (30) days from Buyer's delivery of written objection(s) or until the latest closing date set forth in Paragraph 4 of this Agreement, whichever first occurs, to resolve Buyer's objection(s). If Seller is unable to cure the title defect(s), or unable or unwilling to resolve Buyer's objection(s) to Exceptions, within this time period, Buyer may terminate this Agreement in writing and receive a full refund of the earnest money or proceed to closing, accepting the status of the title "AS IS".
- 17. PRORATIONS:** Items normally prorated in real estate transactions, including association fees, rental income, taxes as discussed below, interest on any existing land contract, mortgage, or lien assumed by Buyer shall be adjusted to the date of closing in accordance with the calendar year. All rental security deposits shall be paid to Buyer at closing.
- 18. REAL ESTATE TAXES:** Current real estate taxes shall be prorated to the date of closing and shall be deemed to cover the calendar year in which they become due and payable. Taxes shall be deemed due and payable as follows: Summer taxes - July 1st or August 1st; Winter taxes - December 1st. If the actual tax bill(s) for the year have not been determined by the municipality at the time of closing, taxes shall be estimated by multiplying the current taxable value by the most recently available tax rate. If The Property's Principal Residence Exemption ("PRE") status for the calendar year in which the closing occurs will change as a result of the closing, the tax rate associated with the new PRE status shall be used.
- If the current PRE percentage claimed by Seller is greater than zero, Seller represents that such claim by Seller is accurate and lawful. Such representations shall survive the closing. Seller shall defend, indemnify and hold harmless Buyer from any loss, claim or damage resulting from any inaccuracy in such representations. Such loss, claim or damage shall include, but shall not be limited to, any loss, claim or damage resulting subsequently to Buyer from the tax proration calculation made at the time of closing or from the change in PRE status by the municipality for any prior years. Seller shall also be responsible for reasonable actual attorney fees incurred by Buyer in enforcing the provisions of this paragraph, regardless of whether suit is actually filed. The representations and obligations under this paragraph may only be terminated by a separate written document signed by The Parties specifically referring to this paragraph by number.
- 19. SPECIAL ASSESSMENTS:** Special assessments levied on The Property shall be handled as follows:
- Existing special assessments, whether there is a lien or not, which can be paid in full and permanently discharged shall be paid by Seller at close of sale.
  - Existing special assessments which have ongoing installments and cannot be paid in full and permanently discharged shall be prorated as referenced in the paragraph entitled Prorations. This type of assessment is generally for services or maintenance, including, but not limited to: street lighting, lake weed control, emergency services, etc.
  - Special assessments which are levied on The Property after the last dated signature of this Agreement shall be the responsibility of Buyer.
- 20. WATER/SEWER CHARGES:** Seller shall be responsible for water and sewer charges until date of possession. The cost of water and sewer hookups after closing shall be paid by Buyer. If The Property is not presently served by these utilities, Buyer is advised to consult with the local units of government for information regarding when and if such hookup is or may be required, feasibility and cost of such hookup, and whether any assessment will be imposed at that time.
- 21. LIQUID FUEL:** Seller agrees that the existing supply of liquid heating and cooking fuel shall be depleted only in the course of normal usage. Buyer shall be entitled to all such fuel owned by Seller and located or stored upon The Property at the time of possession. Buyer acknowledges Buyer has been advised to determine whether any existing supply of liquid fuel is owned by Seller or the supplier.
- 22. SELLER'S REPRESENTATIONS:** The following representations shall survive the closing and, except as otherwise disclosed in writing, Seller represents to the best of Seller's knowledge and belief that:
- There are no existing violations of any laws, statutes, ordinances, regulations, orders or requirements of any governmental authority affecting The Property.
  - There is no pending or threatened litigation, administrative action or claim relating to The Property.
  - Seller has not been notified of any assessments to be placed on The Property.
  - The Seller is the owner of title to The Property in the condition required for performance hereunder.
- If The Property is rented to tenants:
- As referenced in Paragraph 5, Seller shall notify Buyer or Selling Broker in writing of the possession rights of any person or entity, including, but not limited to, tenants. Seller shall provide copies of all leases and security deposit information to Buyer or Selling Broker within three (3) days of the last dated acceptance of this Agreement. This Agreement is contingent upon Buyer's written acceptance of such possession rights, leases and security deposit information within five (5) days of receipt of such notice and copies. If Seller does not provide such notice and copies within such three (3) days, Seller warrants that no other person or entity has possession rights. If Buyer receives such notice and copies and neither accepts nor rejects such items within the five (5) days, Buyer shall be deemed to have accepted them and this contingency shall be deemed satisfied.
  - None of the tenants occupying The Property shall be entitled to any concessions, rebates, allowances or free rent for any period after the Closing Date.

- G. After the date hereof, the Seller will not enter into any agreement pertaining to The Property or any modification of, or release from, an existing lease or rental agreement, without the prior written consent of Buyer.
23. **FINAL INSPECTION:** Buyer shall have the right to inspect The Property within seventy-two (72) hours prior to closing to make sure that the real estate and personal property are in place and in a condition that is not substantially different from the condition at the time of Buyer's offer per this Agreement, or as improved by any agreed-upon corrective action. If substantial differences have occurred, then Buyer shall immediately notify Seller and/or Listing Broker in writing, of said differences and Buyer's requested corrective action. The Parties shall be deemed to have settled such differences as of close of sale. Broker(s) and/or Salesperson(s) have no responsibility for the condition of The Property.
24. **DISCLOSURE:** Buyer acknowledges Buyer has been advised that Seller and Seller's agent may not consider the existence of or terms of Buyer's offer to be confidential. The Parties further acknowledge that the sale price and terms will be disclosed to the Greater Kalamazoo Association of REALTORS® MLS/SWMRIC, who may use it in the ordinary course of business.
25. **UNPLATTED LANDS:** Seller represents that The Property is not a new land division under the Land Division Act and Seller owns no other contiguous, unplatted land unless otherwise disclosed in writing. Seller is transferring to Buyer all available divisions, if any, under Section 108 of the Land Division Act but makes no representations as to the number. Buyer has not relied on any information or opinions of the Broker(s) or Salesperson(s) on this matter.
26. **LEGAL COUNSEL:** Buyer acknowledges that Broker(s) and/or Salesperson(s) have recommended that Buyer retain an attorney to pass upon the marketability of title to The Property. The Parties acknowledge that Broker(s) and/or Salesperson(s) have recommended that they each retain an attorney to ascertain that the requirements of this Agreement have been met.
27. **DUE ON SALE: SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT, UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.**
28. **CONSENT TO FEES:** The Parties acknowledge that Brokers may be offered placement fees, finder's fees or other consideration from others who become involved in the sale of The Property. The Parties hereby grant Broker(s) permission to receive such fees and/or consideration, unless otherwise agreed in writing.
29. **CASUALTY:** In the event that, on or before the closing date, any buildings or other improvements on The Property shall be damaged by fire, storm or other casualty, and the cost to repair same is in excess of 10% of the sale price, either party shall have the right to rescind this Agreement by written notice to the other party within seven (7) days after receiving notice of such casualty, and Buyer shall be entitled to a refund of any earnest money.
30. **ARBITRATION:** The Parties acknowledge that they have been informed that any claim or dispute between them, related to this Agreement, may be arbitrated if Seller and Buyer each agree in writing to such arbitration.
31. **EARNEST MONEY RESOLUTION:** If this Agreement is not closed in the time and manner provided, the Selling Broker shall have the right, but is not obligated, to propose a final disposition of the earnest money in writing to Buyer or Buyer's Salesperson and to Seller or Seller's Salesperson. Unless Broker, within thirty (30) days of the date of giving such notice, receives different instructions in a written instrument signed by both of The Parties, or is furnished written evidence that a lawsuit has been filed relating to enforcement or termination of this Agreement or disposition of the earnest money, all parties shall be deemed to have agreed to Broker's proposed disposition of the earnest money. If a party objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by The Parties. In the event of litigation involving the earnest money, in whole or in part, the nonprevailing Buyer or Seller, as determined by the court, shall reimburse the other for reasonable actual attorneys' fees and expenses incurred in connection with the litigation, and shall reimburse Broker for any reasonable actual attorney's fees and expenses incurred in connection with the interpleader action instituted.
32. **COUNTERPARTS/SIGNATURES:** This Agreement may be signed in one or more counterparts each of which will be deemed to be an original copy of this Agreement and all of which, when taken together will be deemed to constitute one Agreement. The exchange of copies of this Agreement and signature by facsimile or other similar electronic device shall constitute effective execution and delivery of this Agreement as to The Parties, and may be used in lieu of the original Agreement for all purposes. Copies shall be deemed to mean any duplicate, reproduction or similar or exact imitation of the original executed Agreement. Signatures of The Parties transmitted by facsimile or other similar device shall be deemed to be their original signatures for all purposes and shall be deemed valid and binding upon The Parties as if their original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither Buyer nor Seller shall assert the statute of frauds or non-enforceability or validity of this Agreement because of facsimile or similar electronic device copies being used, and both of The Parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document to the other upon request.
33. **HOME PROTECTION PLAN:** The Parties have been informed that home protection plans are available. Such plans may provide additional protection and benefit to the parties.

34. **OTHER PROVISIONS:** Property includes parcel #s 80-05-015-009-35, 80-05-015-009-40 and 80-05-015-007-01; legally described as the SE 1/4 of the NW 1/4 of Sec 15 and the W 1/2 of the E 1/2 of the SW 1/4 of Sec 15, T1S, R14W lying North of C.R. 388.

35. **DEFAULT:** If Buyer defaults, Seller may enforce this Agreement, or may declare Buyer's right to purchase terminated, retain the earnest money, and pursue Seller's legal remedies. If Seller defaults, Buyer may enforce this Agreement, or may demand return of the earnest money and pursue Buyer's legal remedies. Broker(s) and Salesperson(s) have no responsibility for the performance of this Agreement by the parties.

36. **EARNEST MONEY:** Buyer is depositing \$ 3,000.00  cash  check  note with Broker as earnest money evidencing good faith. Broker is required by law to deposit the earnest money in a separate custodial or trust account within two (2) banking days after this Agreement is signed by The Parties. If the offer made is not accepted or if the sale is not closed due to a failure to satisfy a contingency specified herein for a reason other than the fault of Buyer, the earnest money shall be refunded to Buyer. The earnest money will be applied to the sale price at closing.

### ACCEPTANCE

WHEN SIGNED BY BOTH PARTIES, BUYER AND SELLER AGREE THAT THIS SHALL BE A BINDING AGREEMENT FOR THE SALE AND PURCHASE OF THE PROPERTY. DELIVERY OF ACCEPTANCE OF THIS OFFER AFTER SIGNING BY THE PARTIES IS NOT NECESSARY TO CREATE A BINDING AGREEMENT.

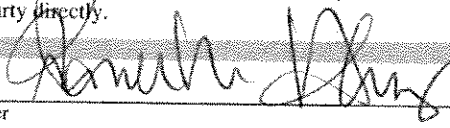
37. **TIME IS OF THE ESSENCE:** TIME IS OF THE ESSENCE WITH RESPECT TO THIS AGREEMENT. TIME LIMITS SHALL BE STRICTLY OBSERVED.

38. **AUTHORIZATION:** Buyer gives Broker until November 15, 2017, 5  AM  PM to obtain Seller's written acceptance of Buyer's offer.

39. **FINAL AGREEMENT:** THIS AGREEMENT EXPRESSES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES CONCERNING THIS TRANSACTION AND SUPERCEDES ALL PREVIOUS UNDERSTANDINGS, WHETHER ORAL, WRITTEN OR ELECTRONIC, INCLUDING ANY PROMOTIONAL MATERIALS OR LISTING DESCRIPTIONS. No modifications of this Agreement shall be binding unless in writing and signed by Buyer and Seller. In signing below, The Parties acknowledge that they have read the Agreement carefully before signing and have received copies of pages 1, 2, 3, 4, 5 & 6 as well as any attachments.

40. **FUTURE NOTICES:** The Parties authorize Broker(s) to use the contract information set forth below for notices after the last dated acceptance of this Agreement. During the term of this Agreement, The Parties agree to notify Broker(s) of any contract information changes. The contract information set forth below shall not constitute a material part of this Agreement and any addition or modification of the same shall not constitute a rejection of an offer, the creation of a counteroffer or an amendment to this Agreement. Any future notices required or permitted to be given under this Agreement shall be in writing and signed by the party giving notice. Notice shall be deemed to have been given: (i) at the time of personal delivery; or (ii) at the time sent by facsimile (with a successful facsimile confirmation sheet); or (iii) at the time sent by electronic mail. Future notices shall be given to Buyer's or Seller's Broker and shall constitute notice given to Buyer or Seller, respectively. If either party is not represented by a Broker, future notices shall be given to such party directly.

Salesperson Name (print): Ron Henry  
 Salesperson Phone: (269) 580-9933 Fax: \_\_\_\_\_  
 Salesperson Email: \_\_\_\_\_  
 Buyer Street Address: 10011 53rd St.  
 City: Grand Junction State: MI Zip: 49056

X   
 Buyer  
 \_\_\_\_\_  
 Print Legal Name (as you wish it to appear on final papers)  
 X \_\_\_\_\_  
 Buyer  
 \_\_\_\_\_  
 Print Legal Name (as you wish it to appear on final papers)

SELLER'S RESPONSE: (Date/Time) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  A.M.  P.M.

41. **THE ABOVE TERMS OF SALE ARE** (Check one)  ACCEPTED AS OFFERED  SUBJECT TO COUNTEROFFER NO. \_\_\_\_\_

Salesperson Name (print): Ron Henry  
 Salesperson Phone: \_\_\_\_\_ Fax: (269) 628-4576  
 Salesperson Email: rhenry@kalvan.com  
 Seller Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

X \_\_\_\_\_  
 Seller  
 \_\_\_\_\_  
 Print Legal Name (as you wish it to appear on final papers)  
 X \_\_\_\_\_  
 Seller  
 \_\_\_\_\_  
 Print Legal Name (as you wish it to appear on final papers)