

Form JDG11 (03/15)

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

**IN RE:** Debtor (name used by the debtor in the last 8 years, including married, maiden, trade, and address):

**Kimberley Roys Sisson**  
2300 Kent Blvd. NE  
Grand Rapids, MI 49503  
SSN: xxx-xx-7752

Debtor

**Case Number 15-03016-jwb**

**Chapter 7**

**Honorable James W. Boyd**

**NOTICE TO PARTIES IN INTEREST OF HEARING**

YOU ARE HEREBY NOTIFIED that a hearing will be held at the United States Bankruptcy Court, One Division Ave., N., 3rd Floor, Courtroom B, Grand Rapids, MI 49503 on **February 18, 2016** at **01:30 PM** to consider and act upon the following matter:

**Trustee's Motion to Approve Sale of Real Estate (DN 130)**

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, 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 responses should also be mailed upon the opposing party and his/her attorney.

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.

DANIEL M. LAVILLE  
CLERK OF BANKRUPTCY COURT

**Dated:** January 11, 2016

/S/ \_\_\_\_\_  
J. Koerth  
Deputy Clerk

A copy of this notice returned to John T. Piggins, Esq. on January 11, 2016 for service upon the mailing matrix .

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>



**THE PROPERTY**

7. Included among the assets of Debtor's estate is a vacant home located at 1251 Lake Drive, SE, Grand Rapids, Michigan, and legally described as follows:

Lot 8, excepting the North 8 fee of said Lot, of Block 5 of L.S. Boyton's Addition to the City of Grand Rapids, Michigan, according to the recorded plat thereof.

(hereinafter "the Property").

8. The house located at the Property has been vacant for approximately 15 years and is in a state of significant disrepair.

9. The interior ceilings of the house are caving in.

10. The boiler formerly used to heat the house is inoperable.

11. Upon information and belief, the basement of the house contains asbestos.

12. The house is filled with numerous pieces of furniture and personal items owned by the Debtor's mother.

**TERMS OF THE PROPOSED SALE**

13. The Trustee has received an offer from Alden and Mary Hoksbergen to purchase the Property for the total sum of Two Hundred Thousand Dollars (\$200,000.00), payable in cash or certified funds at closing. A copy of the proposed Purchase Agreement submitted by the Hoksbergens is attached to this Motion as **Exhibit A**.

14. The Hoksbergens live next door to the Property had have represented that they intend to invest significant funds in addition to the Purchase Price to rehabilitate the house.

15. The Hoksbergens have also agreed to purchase the contents of the house from Debtor's mother.

16. The Trustee wishes to offer the Property for sale in the U.S. Bankruptcy Court, with bidding commencing at the amount of the Hoksbergens' offer (i.e., \$200,000). Thereafter, bidding will be in increments of no less than \$3,000.

17. The sale of the Property shall be on a cash basis, as described above, and any further offers for the Property shall be for cash upon similar terms, including a \$1,000 cash deposit and the execution of a Purchase Agreement, containing the same terms as set forth on Exhibit A, prior to obtaining final court approval for the sale.

18. The Trustee shall have the right to refuse to recommend confirmation of any bid which does not, in his judgment, insure a monetary return to the estate.

19. The sale of the Properties shall be on an "as is, where is" basis without representation or warranty, expressed or implied, of any kind, nature or description, including, without limitation, any warranty by description or of merchantability, usability or fitness for any particular purpose.

20. The Trustee shall not be required to inspect, test or report on the condition of the Property being sold or the existence of any possible defects in the same.

#### **PAYMENT OF UNDISPUTED CLAIMS AND EXPENSES**

21. All expenses of sale, including administrative and all legal expenses of the bankruptcy proceeding relating to the protection and sale of the Property, shall be charged against the sale proceeds with priority over all claims.

22. All undisputed liens against the Property shall be paid from the sale proceeds at closing. These liens are composed of:

a. Huntington Mortgage Company first mortgage against the Property in the approximate amount of One Hundred Eighteen Thousand Six and 11/100 Dollars (\$118,006.11).

b. All property tax obligations and utility bills that may have become a lien against the property as of closing (Trustee is not currently aware of any such liens).

23. Upon payment of all undisputed liens and sale expenses, the Trustee estimates the estate will receive between \$50,000 and \$60,000.

**DISPUTED LIEN**

24. Mr. John Sacelli has recorded a mortgage against the Property which allegedly secures loans in the amount of \$200,000.00.

25. Trustee disputes Mr. Sacelli's lien for the following reasons:

a. Based on the Debtor's testimony, Mr. Sacelli never loaned him more than \$100,000;

b. Although additional amounts may be owed to Mr. Sacelli, they are owed by one or more non-debtor parties;

c. A portion of the debt claimed by Mr. Sacelli includes attorneys' fees owed to Sacelli's attorney which did not benefit the Debtor; and

d. Upon information and belief, Debtor's obligation to Mr. Sacelli has been paid in full from proceeds received on the sale of property formerly owned by Debtor's deceased father.

26. Based on these facts, unless the dispute regarding Mr. Sacelli's lien can be resolved, the Trustee intends to commence proceedings in this Court to avoid Mr. Sacelli's lien under Chapter 5 of the Bankruptcy Code.

**RELIEF REQUESTED**

27. By this Motion, the Trustee seeks authority to sell the Property pursuant to the terms set forth above or pursuant to a better and higher offer received at a hearing scheduled

by this Court, free and clear of all liens, claims and encumbrances, with all valid liens to the extent they exist to attach to the proceeds of the sale.

28. The Trustee requests that the proposed sale of the Property be noticed to the creditors of Debtor's estate and a hearing be scheduled on this Motion.

29. Prospective purchasers may obtain additional information concerning the Property by contacting the Trustee, Jeff A. Moyer, P.O. Box 337, Grandville, MI 49468-0337.

### **BASIS FOR RELIEF**

30. The Trustee believes the sale of the Property to Alden and Mary Hoksbergen as described above is in the best interest of the creditors in this estate for the following reasons:

a. The home on the Property is currently vacant, has been vacant for approximately 15 years and is in disrepair;

b. The ongoing upkeep and taxes which will inevitably accrue on the Property in the future will significantly reduce the equity available for the estate;

c. Based on the realtor's evaluation the pending offer is fair and reasonable; and

d. The Trustee has not received any other offers for the Property.

31. The Trustee may sell the Property under § 363(b) of the Bankruptcy Code free and clear of the Sacelli lien because said lien is in bona fide dispute. 11 U.S.C. § 363(f)(4). For purposes of section 363(f)(4), "[a] bona fide dispute exists when 'there is an objective basis for either a factual or legal dispute as to the validity of the debt.'" *In re Sumner Regional Health Sys.*, 2010 Bankr. LEXIS 1972, \*6 (Bankr. M.D. Tenn. June 17, 2010) (quoting *In re Pierce*, 384 B.R. 477, 482 (Bankr. S.D. Ohio 2008)). "It is the existence of a bona fide dispute rather than the resolution of the dispute that is relevant under 11 U.S.C. § 363(f)(4). *Id.* (citing *In re*

*Nicole Energy Serv., Inc.*, 385 B.R. 201, 229 (Bankr. S.D. Ohio 2008)). “The case law construing § 363(f)(4) is uniform in holding that the § 363(f) standard does not require the court to resolve the dispute, just to determine its existence.” *In re Nicole Energy Servs., Inc.*, 358 B.R. 201, 229 (Bank. S.D. Ohio 2008) (citing *In re Downour*, 2007 Bankr. LEXIS 1102, \*1. (Bankr. N.D. Ohio 2007); *In re Gaylord Grain L.L.C.*, 306 B.R. at 627).

32. As described in paragraph 25 above there is both a factual dispute regarding the existence of the debt allegedly securing Mr. Sacelli’s lien (i.e. no debt is currently owed by Debtor to Mr. Sacelli) and a legal dispute as to the avoidability of the lien pursuant to Chapter 5 of the Bankruptcy Code, including 11 U.S.C. § 548 (i.e. Debtor granted a lien on his property to secure a debt for which he was not obligated).

33. The fact that the Trustee has not commenced a proceeding to avoid Mr. Sacelli’s lien does not preclude him from selling the Property free and clear of the lien. “Nothing in section 363 requires a trustee to commence an adversary prior to sale, where there is an established bona fide dispute, and no such requirement can be found in Bankruptcy Rule 6004 that governs sales.” *In re Pierce*, 384 B.R. at 482 (citing *In re Downour*, 2007 Bankr. LEXIS 1102, \*3 (Bankr. N.D. Ohio 2007); *Union Planters Bank, N.A. v. Burns (In re Gaylord Grain L.L.C.)*, 306 B.R. 624, 628 (8th Cir. 2004); *In re Collins*, 180 B.R. 447, 452 n.8 (Bankr. E.D. Va. 1995); *In re Oneida Lake Development, Inc.*, 114 B.R. 352, 358 (Bankr. N.D. N.Y. 1990)).

34. All other lien holders of record will be paid in full from the sale proceeds.

WHEREFORE, the Trustee, Jeff A. Moyer, respectfully requests that this Court:

A. Schedule a hearing on the Trustee’s Motion to Sell the above-referenced Property upon 21 days prior notice to all interested parties;

B. After such notice and hearing enter an Order:

- (i) Approving the sale of the above-referenced Property on the terms set forth in this Motion pursuant to Federal Rule of Bankruptcy Procedure 2002, 6004, and 9014;
- (ii) Authorizing the Trustee to execute any and all documents necessary to consummate the sale;
- (iii) Waiving the stay imposed by Fed.R.Bankr.Proc. 6004(h); and
- (iv) Allowing the sale proceeds to be used (at closing) to pay all undisputed liens against the Property, all closing costs such as transfer taxes, recording fees, title insurance premiums, real property taxes, sewer and water bills, title company closing fees, realtor commission and customary closing expenses and authorizing the Trustee to retain the proceeds subject only to resolution of Mr. Sacelli's claim of lien.

C. Grant such other and further relief as this Court may deem just, equitable and proper.

Miller Johnson.  
Attorneys for Trustee

Dated: January 8, 2016

By: /s/ John T. Piggins

John T. Piggins (P34495)  
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Grand Rapids, MI 49501-0306  
(616) 831-1700

# **EXHIBIT**

# **A**

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

# \_\_\_\_\_

DATE: 12/21/2015 (time) \_\_\_\_\_ MLS # \_\_\_\_\_

SELLING OFFICE: Weichert Realtors REALTOR® PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

LISTING OFFICE: \_\_\_\_\_ REALTOR® PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

1. Effective Date: This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.

2. Agency Disclosure: The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):
[ ] Agent/Subagent of the Seller [ ] Buyer's Agent [ ] Dual Agent (with written, informed consent of both Buyer and Seller)
[ ] Transaction Coordinator
Selling Agent Name & Email: \_\_\_\_\_

3. Seller's Disclosure Statement: (This paragraph applies to sales of one-to-four family residential units.)
[ ] Buyer has received Seller's Disclosure Statement dated \_\_\_\_\_, subject to Seller's certification in the Certification of Previous Disclosure Statement Paragraph contained herein.
[ ] Buyer has not received Seller's Disclosure Statement, and Buyer's obligations under this Contract are subject to Buyer's receipt of Seller's Disclosure Statement and acceptance of Seller's Disclosure Statement within 72 hours after receipt in the case of personal delivery or 120 hours in the case of delivery by mail. Exceptions: See Attached Addendum

4. Lead-Based Paint Addendum: Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement. Except-see attached addendum

5. Property Description: Buyer hereby offers to buy the property located in the [ ] City [ ] Village [ ] Township of Grand Rapids, Kent County, Michigan, commonly known as 1251 Lake Dr St./Ave., 49506 Zip Code, with the following legal or tax description: \_\_\_\_\_ PP# \_\_\_\_\_

The following paragraph applies only if the Premises include unplatted land:
Seller agrees to grant Buyer at closing the right to make (insert number) \_\_\_\_\_ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before \_\_\_\_\_, of the proposed division to create the Premises.

6. Price: Buyer offers to buy the property for the sum of \$ 200000 Two Hundred Thousand U.S. Dollars

7. Terms: The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.)
SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

[ ] CASH The full purchase price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent.
[X] NEW MORTGAGE The full purchase price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a Conventional type 30 (year) mortgage in the amount of 80 % of the sale price bearing interest at a rate not to exceed Best % per annum (rate at time of loan application), on or before the date the sale is to be closed. Buyer agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within \_\_\_\_\_ days after the Effective Date, not to impair the Buyers' credit after the date hereof, and to accept such loan if offered. Should any part of the new mortgage be FHA/VA insured, [ ] Seller [ ] Buyer will agree to pay an amount not to exceed \$ \_\_\_\_\_, representing repairs required as a condition of financing. Buyer [ ] agrees [ ] does not agree to authorize Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent. Exceptions:

[ ] SELLER FINANCING (check one of the following): [ ] CONTRACT or [ ] PURCHASE MONEY MORTGAGE
In the case of seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

Buyer's Initials [Signature] 1:28PM EST 1:27PM EST

Seller's Initials [Signature] 12/21/15 1:22PM EST

\$ \_\_\_\_\_ upon execution and delivery of a \_\_\_\_\_ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ \_\_\_\_\_ will be payable in monthly installments of \$ \_\_\_\_\_ or more including interest at \_\_\_\_\_ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable \_\_\_\_\_ months after closing. Exceptions:

EQUITY (check one of the following):  Formal Assumption or  Informal Assumption  
Upon execution and delivery of:  Warranty Deed subject to existing mortgage OR  Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ \_\_\_\_\_) between the purchase price above provided and the unpaid balance (approximately \$ \_\_\_\_\_) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Exceptions:

\_\_\_\_\_

OTHER: \_\_\_\_\_

8. Contingencies: The Buyer's obligation to consummate this transaction (check one):

IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.  
 IS CONTINGENT UPON CLOSING - is contingent upon closing of a sale or exchange of Buyer's property located at: \_\_\_\_\_ on or before \_\_\_\_\_

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer.

IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at \_\_\_\_\_ on or before \_\_\_\_\_. Seller will have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate, and in such event this Agreement will automatically terminate and Buyer's deposit will be refunded. Exceptions:

\_\_\_\_\_

9. Fixtures & Improvements: All improvements and appurtenances are included in the purchase price including, if now in or on the property, the following: all buildings; landscaping; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the property; and also includes:

but does not include:

\_\_\_\_\_

10. Heating and Cooking Fuels: Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, the seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

1251 Lake Dr, Grand Rapids, MI 49506

Subject Property Address/Description

12/21/2015

Date

Time



Buyer's Initials



Seller's Initials

11. Assessments (choose one):

If the property is subject to any assessments

[X] Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing.

OR

[ ] Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

12. Property Taxes: Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that buyer's future tax bills on the property will be the same as the seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

[ ] No proration. (Choose one):

[ ] Buyer [ ] Seller will pay taxes billed summer \_\_\_\_\_ (year);
[ ] Buyer [ ] Seller will pay taxes billed winter \_\_\_\_\_ (year);

[X] Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.

[ ] Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): [ ] advance. [ ] arrears.

Fiscal Year will be assumed to cover a 12 month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Exceptions:

13. Well/Septic: Within ten (10) days after the Effective Date, the Seller will arrange and pay for an inspection and written report by the county health department (if required by the county) or by a qualified inspector of the primary well used for human consumption (including a water test for coliform bacteria and nitrates) and septic systems (including tank pumping, if required) in use on the property. If the evaluation report(s) in any of the above circumstances disclose(s) a condition which the Buyer deems unacceptable or that doesn't meet county standards where the county requires minimum standards as a condition of sale, Buyer shall notify the Seller or Listing Broker in writing, within five (5) days after the date Buyer has received the applicable report(s), of such condition and request corrective action. 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 and/or Listing Broker within three (3) days from receipt of Seller's written refusal (if any) or from the expiration of the aforementioned fifteen (15) day period, and Buyer's good-faith deposit will be refunded. 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 well and/or septic in its "as is" condition as of the date of closing. Exceptions:

See Attached Addendum

Handwritten initials and dates: JM 01/04/16, RH 01/05/16, MH 01/04/16

14. Inspections & Insurability: By signing this Agreement, Buyer is representing that the Buyer has the right to inspect the buildings, premises, and building components and systems, or have the buildings, premises, and building components and systems inspected by experts selected by the Buyer.

[X] The Buyer has waived his/her right to inspections.

[ ] The Buyer has elected to arrange and pay for any inspections including, but not limited to Plumbing; Heating, Ventilating & Air Conditioning; Electrical; Telephone (hard-wired landline); Structural, including roof; Termites and other wood destroying insects; Radon, Air Quality and/or Mold; Water Test for Lead and Nitrites (required if FHA or VA financing). Any damage, misuse, abuse, or neglect of any portion of the property or premises as a result of inspections will be Buyer's responsibility and expense.

It is the Buyer's responsibility to investigate (i) whether the property complies with applicable codes and local ordinances and whether the property is zoned for Buyer's intended use; and (ii) whether the Buyer can obtain a homeowner's insurance policy for the property at price and terms acceptable to Buyer. In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects. All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, the Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct unsatisfactory conditions that Buyer does not accept. If the Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the results of the inspection reports and investigations without repairs or corrections and will proceed to closing according to the terms and conditions of this Agreement. Seller may negotiate with Buyer or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. Failure of the Seller to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal shall result in a termination of this Agreement and a return of any applicable good-faith deposit.

1251 Lake Dr. Grand Rapids, MI 49506

Subject Property Address/Description

12/21/2015

Date Time

Handwritten initials and date: JM 12/21/15 1:27PM EST

Buyer's Initials

Handwritten initials and date: JM 12/21/15 1:22PM EST

Seller's Initials

Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the premises or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, if Buyer chooses no inspections, fails to complete inspections, or submits no written proposals, Buyer agrees to accept the premises "as is" and "with all faults", except as otherwise expressly provided in the documents specified in the preceding sentence. Exceptions:

Empty rectangular box for exceptions.

Handwritten initials JM and date 01/04/16 3:18 PM EST.

15. ~~Municipal Compliances: The Seller will arrange and pay for current certificates of occupancy, sidewalk compliance, and smoke detector ordinances, if applicable.~~

16. **Title Insurance:** Seller agrees to convey marketable title to the property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the purchase price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

Handwritten initials AH and MH, and date 01/05/16 01/04/16 11:10 PM EST.

If Buyer objects to any conditions, Buyer may, within **three (3) days** from the aforementioned ten (10) day period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct unsatisfactory conditions that Buyer does not accept. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the conditions and will proceed to closing according to the terms and conditions of this Agreement. Seller may negotiate with Buyer or, by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. Failure of Seller to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal shall result in a termination of this Agreement and a return of any applicable good-faith deposit. Exceptions:

Empty rectangular box for exceptions.

17. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the property and the location of improvements thereon.

- Buyer  Seller (check one) shall obtain and pay for:
  - A boundary survey certified to Buyer with iron corner stakes and with improvements and easements located on a map of survey.
  - A surveyor's report or sketch (not a boundary survey) re-certified to Buyer showing the approximate location of improvements.
  - No survey.

When closing occurs, Buyer shall be deemed to have accepted the boundaries of the property and the location of such improvements thereon.

Exceptions:

Empty rectangular box for exceptions.

18. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

Empty rectangular box for exceptions.

19. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

20. **Possession:** Seller will maintain the property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

- At the completion of the closing of the sale.
- At \_\_\_\_\_  a.m.  p.m. on the \_\_\_\_\_ day **after** completion of the closing of the sale, during which time Seller will have the privilege to occupy the property and hereby agrees to pay the Buyer \$ \_\_\_\_\_ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ \_\_\_\_\_ per day plus all of the Buyer's actual reasonable attorneys fees incurred in removing the Seller from the property.

If Seller occupies the property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the property will be Seller's responsibility and expense.

On the agreed delivery date, Seller shall deliver the property free of trash and debris and in broom-clean condition, shall remove all

1251 Lake Dr, Grand Rapids, MI 49506

Subject Property Address/Description

12/21/2015

Date

Time

Handwritten initials and date 12/21/15 1:27PM EST 1:28PM EST

Buyer's Initials

Handwritten initials JM and date 12/21/15 1:22PM EST

Seller's Initials

personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

[Empty rectangular box for listing exceptions]

21. Closing: If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than 02/05/2016. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions:

22. Good-Faith Deposit: For valuable consideration, Buyer gives REALTOR® above named until 9:00pm (time) on 12/22/2015, to obtain the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 1000.00 evidencing Buyer's good faith, to be held by Weichert Realtors (insert name of broker, title company, other) and to apply against the purchase price. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement, the Broker holding the deposit will notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If the parties do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; 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 deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted.

23. Professional Advice: Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller.

24. Disclosure of Information: Buyer and Seller acknowledge and agree that the price, terms, and other details with respect to this transaction (when closed) are not confidential, will be disclosed to REALTORS® who participate in the applicable Multiple Listing Service, and may otherwise be used and/or published by that Multiple Listing Service in the ordinary course of its business.

25. Other Provisions:

Sale Subject to Bankruptcy Court Approval. Buyer has already had inspections and is ready to continue with purchase. See Attached Addendum and see attached Addendum v. [Signatures: JM 01/04/16 5:16PM EST, RH 01/05/16 11:48AM EST, MH 01/04/16 8:10PM EST]

26. Mergers and Integrations: This Agreement is the final expression of the complete agreement of the parties and there are no oral agreements existing between the parties relating to this transaction. This Agreement may be amended only in writing signed by the parties and attached to this Agreement.

27. Fax or Electronic Distribution. The parties agree that any signed copy of this Agreement transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy.

28. Buyer's Acknowledgment: Buyer hereby acknowledges receipt of a copy of this Agreement.

Witness Jason VanAssen (dotloop verified 12/21/15 1:19PM EST) and Alden Hoksbergen (dotloop verified 12/21/15 1:27PM EST) X Mary Hoksbergen (dotloop verified 12/21/15 1:28PM EST) Buyer. Print Witness Name Jason VanAssen, Alden Hoksbergen. Buyer 1 Address, Buyer 1 Phone, Buyer 2 Address, Buyer 2 Phone. 1251 Lake Dr, Grand Rapids, MI 49506. Date 12/21/2015, Time.

DATE: \_\_\_\_\_, \_\_\_\_\_ (time)

29. Seller's Acceptance: The Above Offer is Hereby Accepted:  As written.  As written except:

Counteroffer, if any, expires 12-23-15, at 9pm (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

30. Certification of Previous Disclosure Statement: Seller certifies to Buyer that the property is currently in the same condition as Seller previously disclosed in Seller's Disclosure Statement dated: None. Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.

31. Notice to Seller: Seller understands that consummation of the sale or transfer of the property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the property is subject, unless otherwise agreed to by the lender or required by law or regulation. The parties to the transaction are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

32. Seller's Acknowledgment: Seller has read this Agreement and acknowledges  
Witness \_\_\_\_\_ Phone \_\_\_\_\_ X Jeff Moyer dotloop verified 12/21/15 1:22PM EST XVXG-NMRZ-6W1T-S05M  
Print Witness Name \_\_\_\_\_ Jeff Moyer Ch. 7 Trustee  
Seller's Address \_\_\_\_\_ Print name as you want it to appear on documents.  
\_\_\_\_\_ X \_\_\_\_\_ Seller  
Seller's Phone: (Res.) \_\_\_\_\_ (Bus.) \_\_\_\_\_ Print name as you want it to appear on documents.

DATE: \_\_\_\_\_, \_\_\_\_\_ (time)

33. Buyer's Receipt/Acceptance: Receipt is hereby acknowledged by Buyer of Seller's acceptance of Buyer's offer. In the event the acceptance was subject to certain changes from Buyer's offer, Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

X Alden Hoksbergen dotloop verified 12/21/15 1:27PM EST 08MV-GKQX-VR6K-KWGK

Witness \_\_\_\_\_ Phone \_\_\_\_\_ X Mary Hoksbergen dotloop verified 12/21/15 1:28PM EST JXYS-BOQS-DLSO-5ZRS

DATE: \_\_\_\_\_, \_\_\_\_\_ (time)

34. Seller's Receipt: Seller acknowledges receipt of Buyer's acceptance of counter  
X Jeff Moyer dotloop verified 12/21/15 1:22PM EST UADN-VLVA-VY9S-B0EL

Witness \_\_\_\_\_ Phone \_\_\_\_\_ X \_\_\_\_\_ Seller

1251 Lake Dr, Grand Rapids, MI 49506

12/21/2015

Subject Property Address/Description

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Time

**ADDENDUM TO WEST MICHIGAN REGIONAL PURCHASE  
AGREEMENT BETWEEN ALLEN AND MARY HOKSBERGEN AND JEFF  
A. MOYER, CHAPTER 7 TRUSTEE IN THE MATTER OF IN RE:  
KIMBERLEY ROYS SISSON, AND NOT INDIVIDUALLY, DATED  
DECEMBER 21, 2014**

This is the Addendum to the West Michigan Regional Purchase Agreement (“Agreement”) between Jeff A. Moyer, Chapter 7 Trustee in the matter of *In re: Kimberley Roys Sisson*, and not individually (the “Seller”), and Allen and Mary Hoksbergen (“Buyer”).

The Seller is signing this Addendum as Trustee in the Matter of *In re: Kimberley Roys Sisson*, Debtor, United States Bankruptcy Court for the Western District of Michigan, Case No. 15-03016 and not individually.

Notwithstanding the printed provisions in the Agreement, sale of the Premises is subject to the following terms and conditions:

A. Approval of the sale and entry of an order confirming sale by the United States Bankruptcy Court for the Western District of Michigan subsequent to hearing at which interested bidders including Buyer may appear and make competing bids for the Premises.

B. The title to the Premises will be transferred by the Seller’s execution of a “Trustee’s Deed.”

C. Sale of the Premises, including all improvements and fixtures shall be on an “as is, where is” basis as of the date of entry of an order of the Bankruptcy Court confirming sale, without representation or warranty, express or implied, of any kind, nature or description, including without limitations, any warranty by description or of merchantability, habitability, usability or fitness for any purpose. The Seller shall not be required to inspect or test or report on the condition of the Premises, or the operability of the Premises, or the existence of any defects in the Premises.

D. Sale of the Premises shall be free and clear of all liens, claims, encumbrances, and/or interests of any creditor or any party in interest.

E. The Seller reserves the right to recommend the rejection of any offer to the Bankruptcy Court, if the offer later proves to be insufficient to yield a reasonable net recovery to the estate, or if a higher bid is received at the hearing on the confirmation of a sale.

F. As part of the deposit specified in paragraph 22 of the Agreement, if the Buyer elects to obtain financing for the purchase of the Premises described in the Agreement and if the Buyer elects to obtain Bankruptcy Court approval prior to obtaining approval for the financing, the deposit shall be non-refundable in order to defray the cost of obtaining Bankruptcy Court approval of the sale. This deposit will be applied against the total purchase price, but will otherwise be forfeited if the Buyer fails to complete the sale for any reason other than confirmation of a sale to a higher bidder; provided, however, if the sale is confirmed to a higher bidder, the deposit shall be refunded to the Buyer.

*Jeff Moyer* dotloop verified  
01/04/16 5:16PM EST  
NABX-08RC-HRHM-AFSA

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Jeff A. Moyer, Trustee in the Matter of *In re:*  
*Kimberley Roys Sisson*, Case No. 15-03016,  
pending in the United States Bankruptcy Court for  
the Western District of Michigan and not  
individually, Seller

*Allen Hoksbergen* dotloop verified  
01/05/16 11:48AM EST  
08GE-ZO4W-NERU-TAEF

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Allen Hoksbergen, Buyer

*Mary Hoksbergen* dotloop verified  
01/04/16 8:10PM EST  
G37Y-762S-ONBH-FKYT

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Mary Hoksbergen, Buyer