

Form SWD12 (01/14)

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

<p><b>IN RE:</b> Debtors (names used by the debtors in the last 8 years, including married, maiden, trade, and address):</p> <p><b>Daniel R. Newman</b> 5827 Longhorn Trail Stevensville, MI 49127 SSN: xxx-xx-1694</p> <p><b>Christine L. Newman</b> 5827 Longhorn Trail Stevensville, MI 49127 SSN: xxx-xx-2984</p> <p style="text-align: right;">Debtors</p>	<p><b>Case Number 12-04949-swd</b></p> <p><b>Chapter 7</b></p> <p><b>Honorable Scott W. Dales</b></p>
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**NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST**

**TRUSTEE'S MOTION FOR SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS UNDER §363 WITH COURTROOM AUCTION**

Please take notice that the above-referenced motion has been filed with the Bankruptcy Court. **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.)

If you want the court to consider your view on this matter, attend the hearing scheduled for November 19, 2014 at 10:00 AM at the United States Bankruptcy Court, One Division Ave., N., 2nd Floor, Courtroom A, Grand Rapids, MI 49503.

You or your attorney may wish to file a response explaining your position. Such response should be **received** at least five business days prior to the scheduled hearing. A copy should also be served upon the party who has filed the motion and to his/her attorney.

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



DANIEL M. LAVILLE  
CLERK OF BANKRUPTCY COURT

**Dated:** October 21, 2014

/s/ \_\_\_\_\_  
Kathy Trapp  
Deputy Clerk

Notice returned to Cody Knight, Esq. for appropriate service: (10/21/14-kmt )

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 new hearing date. 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 Avenue North, 2nd Floor, Grand Rapids, Michigan 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>.

<sup>1</sup> *Aliases for Debtor Daniel R. Newman : dba Newman Garage Doors & Openers, Inc.*

<sup>2</sup> *Aliases for Joint Debtor Christine L. Newman : dba Newman Garage Doors & Openers, Inc., dba Corner Cut Hair Design*

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MICHIGAN**

IN THE MATTER OF:

DANIEL R. NEWMAN AND  
CHRISTINE L. NEWMAN,

Debtors.

Case No.: 12-04949  
Chapter 13 – Filed: 05/23/2012  
Converted to Chpt. 7 – 12/10/2013

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**TRUSTEE'S MOTION FOR SALE OF REAL PROPERTY  
FREE AND CLEAR OF LIENS UNDER § 363  
WITH COURTROOM AUCTION**

NOW COMES Stephen L. Langeland, Trustee (“Trustee”), by and through his attorneys, Rayman & Knight, and for his Motion for Sale of Real Property Free and Clear of Liens Under § 363 With Courtroom Auction (“Motion”), hereby states as follows:

**JURISDICTION**

1. That jurisdiction over this case and proceeding exist in this Court under 28 U.S.C. §1334(a) and (b) and by reference from the District Court in accordance with 28 U.S.C. §157(a). This Motion is a core proceeding, as defined in 28 U.S.C. §157(b), arising under the United States Bankruptcy Code (11 U.S.C. §101 *et seq.*, “Bankruptcy Code”). Venue of this Motion is properly placed in this Court pursuant to 28 U.S.C. §1409(a).

**BACKGROUND**

2. That on May 23, 2012 Daniel R. Newman and Christine L. Newman (“Debtors”) filed a Chapter 13 bankruptcy which was converted to a Chapter 7 proceeding on December 10, 2013.

3. That the Trustee is the duly appointed and acting Trustee with respect to the above-captioned matter.

4. The Trustee has received an offer from Juvenal Piedra (“Purchaser”), to purchase

a certain real estate commonly known as 5639 Hiawatha Lane, Stevensville, MI ("Real Estate") for the sum of \$97,500.00 in the attached Buy & Sell Agreement ("Agreement"). (See, Exhibit "A").

5. The Purchaser is not an insider and the purchase price was reached by negotiations between the Purchaser and the estate's realtor, Judy Bibbings, of Keller Williams.

6. The Trustee seeks authority from the Court to sell the Real Estate pursuant to §363(b)(1) of the Bankruptcy Code for \$97,500.00.

7. The sale shall be on an "AS IS" basis with no representations or warranties from the Trustee of any kind or nature, except as contained in the Agreement.

8. The sale of the Real Estate shall be sold free and clear of all liens, encumbrances, and/or claims therein in accordance with 11 U.S.C. §363(f), with said liens, encumbrances, and/or claims attaching to the sale proceeds in the same order of validity, rank, and priority as now exists.

9. Any party interested in purchasing the Real-Estate **must appear at the hearing scheduled for this Motion** and be prepared to bid in increments of \$1,000.00 with the opening bid at \$100,000.00 and provide sufficient evidence of ability to close. The Trustee reserves the right to accept the best offer, which may not be the highest and the Trustee will seek authority to seek a back-up bidder.

10. The Berrien County Treasurer and other *ad valorem* taxing authorities have liens for unpaid real estate taxes, these creditors shall be paid in full at closing and as such the sale may be free and clear of their liens pursuant to 11 U.S.C. § 363(f)(3).

11. Fifth Third Mortgage has a mortgage on the Real Estate. It is believed that it will consent to the sale, and provide a "carve out" of \$5,000.00 and to allow the estate to pay typical

closing costs including a realtor's commission. As such, the as such the sale may be free and clear of its lien pursuant to 11 U.S.C. § 363(f)(2).

12. The State of Michigan Department of Treasury (Treasury") has a lien on real and personal property of the Debtor's, including the Real Estate. It is expected that the Trustee will obtain the consent of Treasury and as such the sale may be free and clear of its lien pursuant to 11 U.S.C. § 363(f)(2)<sup>1</sup>.

13. Even without its consent the sale may be free and clear of Treasury's lien as its claim is limited to the value of its collateral pursuant to 11 U.S.C. § 506(a), and the sale may then be free and clear of liens, pursuant to 11 U.S.C. § 363(f)(3). (*See generally, In re Becker Indus., Inc.*, 63 B.R. 474 (Bankr. S.D.N.Y. 1986) and *In re Terrance Gardens park P'ship*, 96 B.R. 707 (Bankr. W.D. Tex. 1989).

14. Treasury could be compelled to accept a money satisfaction of their lien rights, such as this Chapter 11 Proceeding. As such, the Real Estate may be sold free and clear of liens, pursuant to 11 U.S.C. § 363(f)(5).

15. The Sale of the Real Estate is in the best interest of the estate and this Motion should be approved.

16. As the Purchaser desires to close as soon as possible, the Trustee submits that it is appropriate to waive the provisions of Federal Rules of Bankruptcy Rule 6004(h).

**WHEREFORE**, your Trustee prays:

- A. That this Court authorizes the sale of the Real Estate to Purchaser;
- B. That the Trustee is authorized to execute a Trustee's Deed and such other conveyance documents in conformance with the terms contained herein and in the Agreement;
- C. That the Trustee be authorized, without further Order of this Court, to pay any

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<sup>1</sup> It is also anticipated that through the sale of other assets of this estate, Treasury's secured claim will be satisfied.

lienholders and other costs and expenses needed in order for closing to take place in accordance with this Motion, including the realtor's commission;

D. That the Court order that the sale of the Real Estate shall be free and clear of liens, with liens attaching to proceeds, pursuant to 11 U.S.C. § 363(f);

E. That this Court waive the provisions of Federal Rules of Bankruptcy Rule 6004(h); and

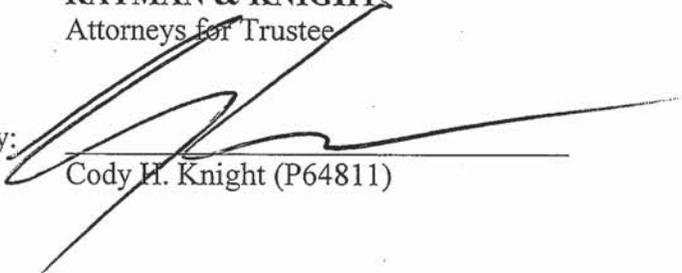
F. For all other relief that this Court finds just and equitable.

Respectfully submitted,

**RAYMAN & KNIGHT**  
Attorneys for Trustee

Dated: October 17, 2014

By:

  
Cody H. Knight (P64811)

BUSINESS ADDRESS:  
141 East Michigan Avenue, Suite 301  
Kalamazoo, MI 49007  
Telephone: (269) 345-5156

REALTOR Office Use Only  
MLS No.



BUY AND SELL AGREEMENT



For reference purposes only, the Contract Date is 09/03/14  
Selling REALTOR/Broker is acting as a (Circle One) Seller's Agent / Buyer's Agent / Dual Agent / Transaction Co-ordinator.

1. I. Parties. To: Owner of Recon
2. hereinafter called the Seller; the undersigned, hereinafter called the Buyer, hereby offers to buy the property at:
3. 5639 Lincoln 14
4. located in the TOP of Lincoln Benton County
5. Michigan and legally described as:
6. to follow
7. \_\_\_\_\_
8. and Tax Code(s): 111253400005006
9. Subject to any building and use restrictions, zoning ordinances, easements and special assessments of public record for the sum of
10. \$ 97,500 Ninety seven thousand five hundred Dollars. ff
11. 2. Including, if now on the premises, all storm windows, screens, awnings, window shades and blinds, curtain rods and hardware, wall to wall carpeting, built-in appliances, garage door opener(s) and transmitter(s), television antenna including rotor and rotor controls, plantings, fencing, lighting fixtures, ceiling fans, buildings, sheds, improvements, and
12. \_\_\_\_\_
13. and rotor controls, plantings, fencing, lighting fixtures, ceiling fans, buildings, sheds, improvements, and
14. 09 per MLS price sheet
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_ (address growing crops and satellite systems).

18. 3. The Terms of Purchase shall be indicated by an "X" below.
19.  CASH The full purchase price upon execution and delivery of a warranty deed, not contingent upon Buyer's ability to obtain said funds. Buyer to provide to Seller's satisfaction written proof of available funds within \_\_\_\_\_ business days after acceptance by Seller or Seller may terminate this agreement by written notice of termination.
20. \_\_\_\_\_
21. \_\_\_\_\_
22.  NEW MORTGAGE The full purchase price upon execution and delivery of a warranty deed contingent upon Buyer's ability to obtain a \_\_\_\_\_ mortgage which Buyer agrees to apply for within \_\_\_\_\_ business days after acceptance by Seller and accept promptly if tendered. In the event that the Buyer does not apply for financing within the time provided above, the Seller may terminate this agreement by written notice of termination, which is delivered to the Buyer prior to the time the Buyer makes application for financing. Buyer to provide Seller with a written conditional loan commitment by \_\_\_\_\_. In the event Buyer does not provide the Seller with a written conditional loan commitment within the time provided above, the Seller may terminate this agreement by a written notice of termination, which is delivered to the Buyer prior to the time the Buyer provides the Seller with a written conditional loan commitment. Buyer hereby authorizes their lender to disclose loan status information to REALTORS/Brokers.
23. 80 %; Conc.
24. \_\_\_\_\_
25. \_\_\_\_\_
26. \_\_\_\_\_
27. \_\_\_\_\_
28. \_\_\_\_\_
29. \_\_\_\_\_
30. \_\_\_\_\_
31. \_\_\_\_\_
32.  LAND CONTRACT or PURCHASE MONEY The full purchase price shall be payable in equal monthly installments of \$ \_\_\_\_\_ or more per month. The first installment shall be due and payable \_\_\_\_\_ days after date of closing. The monthly installment will include interest at \_\_\_\_\_ % per annum. Interest shall commence on date of closing. The entire balance shall be payable within \_\_\_\_\_ months. In addition, Buyer agrees to pay all taxes and insurance \_\_\_\_\_ separately when due or  monthly in addition to the above monthly payment.
33. \_\_\_\_\_
34. \_\_\_\_\_
35. \_\_\_\_\_
36. \_\_\_\_\_
37. \_\_\_\_\_
38.  OTHER FINANCING as set forth on the attached Financing Addendum.

39. 4. Closing/Possession. Except as provided in paragraphs 5 and 6, the sale shall be closed on 10-30-14 Thursday  
 40. or before, if mutually agreed by the parties. Closing of this sale shall be an insured closing through the title company that provides  
 41. the title insurance and the closing fee shall be paid by the Buyer. Buyer shall have complete possession at \_\_\_\_\_ (a.m., p.m.,  
 42. noon, midnight) upon closing closing. After possession date, if the Seller remains, the Seller agrees to  
 43. pay the Buyer at the rate of \$ \_\_\_\_\_ per day. Said payment shall not be construed as rent, but as liquidated damages.  
 44. Buyer may proceed with other legal remedies as well.

45. 5. Extension of Closing. If terms of purchase are subject to a new mortgage and the lender issues a written commitment prior to the  
 46. date of closing but is delayed in consummating the security transaction, then the Buyer shall have a reasonable time not exceeding  
 47. fifteen (15) days from the last closing date as set forth in paragraph 4 above to consummate the security transaction and close this sale.

J P Buyer's Initials SM Seller's Initials

BUY AND SELL AGREEMENT

48. 6. Title Insurance. The Seller shall furnish an Owner's Policy of Title Insurance in the amount of purchase price. It is
49. recommended that Buyer retain an attorney to render an opinion on marketability of title. Seller shall have a reasonable time not
50. exceeding thirty (30) days from the last closing date as set forth in paragraph 4 above to correct defects in title even though the
51. date of closing is delayed thereby.

52. 7. Home Sale Contingency. The Buyer's obligation to consummate this transaction (check one):
53.  Is not contingent upon the sale or closing of any other property by Buyer.
54.  Is contingent upon the closing of a pending sale of Buyer's property located at \_\_\_\_\_
55. \_\_\_\_\_ on or before \_\_\_\_\_. A copy of the Buyer's agreement to sell
56. that property is being delivered to the Seller along with this offer.
57.  Is contingent upon the execution of a binding agreement and the closing of a sale of Buyer's property located at \_\_\_\_\_
58. \_\_\_\_\_ on or before \_\_\_\_\_. Seller will
59. have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell Buyer's property and
60. delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding agreement with another Buyer on
61. such price and terms as the Seller deems appropriate, and in such event, this agreement will automatically terminate and Buyer's
62. earnest money deposit will be promptly refunded.
63.  Is contingent on the terms of the attached Contingency Clause Addendum.

64. 8. Wood Destroying Insect Inspection. The Seller agrees to have all structures on the property except \_\_\_\_\_
65. \_\_\_\_\_ inspected for wood destroying insects and pay for the inspection. Seller shall provide the written report to the
66. Buyer within 10 business days of acceptance of this agreement by Seller. If evidence of infestation is found and if treatment is
67. recommended, Seller agrees to pay the cost of treatment by a licensed exterminator. Termite treatments shall include a one year
68. warranty. Any and all warranty renewals shall be at the Buyer's expense.

69. 9. Inspections/Permits.
70. Buyer acknowledges that the REALTOR/Broker has strongly recommended that Buyer obtain all inspections necessary to properly
71. determine the condition of this property.
72.  No additional inspection requested, or  This agreement is contingent upon inspection reports or permits, the result of
73. which are to be satisfactory to the Buyer on the following items: (check applicable boxes)  Home Inspection
74.  Well  Water Quality  Septic System  Septic Permit  Percolation Test/Soil Analysis  DEQ Permits
75.  Water/Well Permit  Easements  Radon  Zoning Determination  Phase I Environmental Audit
76.  Other items for inspection/permit: \_\_\_\_\_
77. BUYER WILL HAVE A GENERAL HOME

78. INSPECTION DONE WITHIN 2 BUSINESS DAYS

79. The above inspections shall be ordered by the Buyer, at the Buyer's expense. The Buyer must, by a written notice, either remove the
80. inspection/permit contingencies or terminate this agreement within 2 business days of acceptance of this agreement by
81. Seller. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall
82. be deemed to have waived the contingencies and proceed to close this transaction. Any request by Buyer to modify this agreement
83. based on the results of an inspection(s) shall terminate this agreement on the date indicated on line 80, unless: 1) the request is
84. agreed to by Seller, in writing, by said date or 2) the Buyer proceeds to remove the inspection contingency, in writing, by said date.
85. If requested by the Seller, the Buyer shall furnish copies of any written reports, permits, or permit denials to the Seller.
86. If the Buyer or Seller requests the REALTOR/Broker, or its agents, subagents, or the Seller to recommend inspectors, repairmen,
87. and/or other professionals, the Buyer and Seller agree that the REALTOR/Broker, or its agents, subagents, or the Seller shall not
88. be liable for errors or omissions made by said inspectors, repairmen, and/or other professionals and that neither REALTOR/Broker,
89. or its agents, subagents, or the Seller, jointly or severally, shall have any responsibility for the performance of
90. any repairs made pursuant to this Agreement. The Seller grants reasonable access to the property and any buildings thereon
91. to permit the Buyer and Buyer's representatives to conduct the above inspections. Buyer is solely responsible for obtaining
92. such inspection reports and estimates as they deem necessary.

93. 10. Lead-based Paint: For residential property only (check one of the following):
94.  Seller represented that this residential property was built after January 1, 1978 and is exempt from the Federal regulation
95. on lead-based paint disclosure.
96. OR  This property is residential and was or may have been built before 1978 as represented by the Seller. Buyer
97. acknowledges that prior to signing this Buy and Sell Agreement, Buyer has received and reviewed a copy of the
98. Lead-based Paint Seller's Disclosure Form completed by the Seller on \_\_\_\_\_, 20\_\_\_\_.
99.  Buyer shall have a \_\_\_\_\_ day opportunity after the date of this agreement to conduct a  inspection or  risk assessment
100. (check one) of this property for the presence of lead-based paint and/or lead-based paint hazards. (Intact lead-based paint that is in
101. good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more
102. information. Federal regulations require up to a 10 day period or mutually agreed upon period of time.) The above risk assessment
103. or inspection shall be ordered by and at the Buyer's expense and shall be performed by a certified inspector with a written report

J. P Buyer's Initials

SMA Seller's Initials

BUY AND SELL AGREEMENT

104. showing the results. The Buyer shall by written notice to the Seller, either accept the risk assessment or inspection as satisfactory, or
105. if unsatisfactory, the Buyer has the option to terminate this agreement within the time period provided above. If the Buyer
106. terminates this agreement, the Buyer shall provide to Seller a copy of the risk assessment or inspection report. In the event that the
107. Buyer does not accept the results as satisfactory or terminates this agreement in writing within the time period stated above, the
108. Buyer shall be deemed to have accepted the results of the risk assessment or inspection and shall proceed to close this transaction.
109. OR  Buyer, being fully informed, hereby waives their opportunity to conduct a risk assessment or inspection of the
110. property for the presence of lead-based paint and/or lead-based paint hazards.

111. 11. Survey.  No boundary (stake) survey requested; or  Contingent upon a boundary (stake) survey paid for by the
112.  Buyer or  Seller; or  Contingent upon a boundary (stake) survey showing all improvements on the property paid for by the
113.  Buyer or  Seller. A mortgage report, which shows the location of the major structures on the property, is not a boundary
114. (stake) survey and if required by the lender, will be paid for by the Buyer. Both Buyer and Seller acknowledge
115. the REALTORS/Brokers recommend a stake survey to determine the true and accurate boundaries of the property. Buyer
116. understands and agrees that the REALTORS/Brokers do not warrant location of the improvements and easements on the property
117. and the boundaries of the property nor assume any responsibility for the representations made by the Seller of the location of the
118. improvements and easements on the property and the boundaries of the property. When closing occurs, Seller and Buyer shall be
119. deemed to have accepted the location of the improvements and easements on the property and the boundaries of the property.

120. 12. Property Condition. Buyer has examined this property and Buyer is satisfied with its present condition, except as may be
121. specified herein. Buyer understands and agrees that Buyer is purchasing the property in an "AS IS" condition. Buyer
122. understands and agrees that the REALTORS/Brokers do not warrant the condition of the property nor assume any
123. responsibility for the representations made by the Seller pertaining to the condition of the property or its use for any particular
124. purpose. It is further understood that no representations or promises have been made to Buyer by the real estate brokers or
125. salespersons or by the Seller other than those contained in this Agreement or as otherwise made or given by Seller to Buyer in a
126. written disclosure statement. Buyer and Seller both understand that the REALTORS/ Brokers are not environmental experts.
127. Unless expressly contained in a written instrument signed by the REALTOR/Broker, the REALTOR/ Broker and
128. REALTOR/Broker's Salespersons have no knowledge of and make no representations regarding the environmental conditions of
129. the property, the existence of underground storage tanks at the property now, or in the past, whether the property is, has been or
130. may be listed as a site of environmental contamination, or whether any such sites are located in the proximity of the property. Buyer
131. and Seller release the REALTOR/Brokers and REALTOR/Broker's Salespersons, and their respective agents, employees, attorneys
132. and representatives with respect to all claims arising out of or related to this Agreement, and addendums or counter offers, all claims
133. arising from any purported representations as to the physical and environmental condition of the property covered by this
134. Agreement or the marketability of title, and all claims arising from any special assessments and/or utility bills which have been or
135. may in the future be charged against the property covered by this Agreement, and in addition, agree to indemnify and hold harmless
136. the REALTOR/Brokers and the REALTOR/Broker's Salespersons from any and all claims related to those matters. At the time of
137. possession, Seller agrees that the real estate and the improvements thereon, if any, shall be in the same condition as they are now,
138. with the exception of ordinary wear and tear.

139. 13. Heating Fuel. Buyer shall be entitled to all such fuel located or stored upon the property at the time of possession. Seller
140. agrees that the existing supply of liquid or gas heating fuel shall be depleted only in the course of normal usage.

141. 14. Seller's Representations. Except as otherwise disclosed in writing, Seller represents to the best of Seller's knowledge and
142. belief that:
143. a). There are no existing violations of any laws, statutes, ordinances, regulations, orders or requirements of any
144. governmental authority affecting the property.
145. b). There is no pending or threatened litigation, administrative action or claim relating to the property.
146. c). The Seller is the owner of title to the property in the condition required for performance hereunder.
147. d). Unless expressly disclosed to the Buyer in writing, the Seller represents that this property is not
148. subject to the terms of a Public Act 116 agreement, or any other governmental, agricultural, or
149. developmental programs or agreements which will continue with the property.
149. e). The Seller is the owner of all development rights in the property.

150. 15. Other Provisions. Seller to include fee
151. mortgage survey to show fee
152. placement of fee house within
153. the lot. Seller to include
154. and year Home Protection Plan
155. (3-4-95) via Add'l to be a covenant
156. by buyer's agent upon closing.
157. J P Buyer's Initials CA Seller's Initials

BUY AND SELL AGREEMENT

158. Closing to take place at Chicago  
159. Title in St Joseph, MI. Buyer's  
160. offer is for the house as is.  
161.  
162.

163. Attachments and Addenda referenced here are part of this Agreement: Agency Disclosure,  
164. MLS profile sheet, pre-appraisal letter

165. 16. Earnest Money. The Buyer hereby deposits \$ 1000<sup>00</sup> in form of check with  
166. Chicago Title escrowee, receipt of which is hereby acknowledged as earnest money  
167. evidencing the Buyer's good faith to be held by said escrowee in trust and to apply on the purchase price. The Buyer agrees  
168. to deposit an additional amount of \$ as earnest money on or before upon acceptance  
169. If this offer is not accepted, or the title is not merchantable, or if the terms of this Agreement are contingent upon the ability to  
170. obtain a new mortgage or other contingencies specified herein which cannot be met, said deposit or deposits shall, upon seller  
171. furnishing written proof said contingency cannot be met, be refunded to the Buyer. In the event the Buyer and Seller both claim the  
172. earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to home  
173. whom the deposit must be paid, or until the Buyer and Seller have agreed, in writing, to the disposition of the deposit or the inspection  
174. escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313(6). In  
175. the event Buyer shall fail or refuse to complete the sale on the terms herein set forth, then the Seller shall have one of the following  
176. options:  
177. 1. Terminate this Agreement and authorize escrowee to retain entire earnest money deposit as liquidated damages for  
178. the payment of expenses incurred related to this transaction, selling commissions and damages for Buyer's breach; or  
179. 2. Proceed with any remedy available under the laws of the State of Michigan. In the event that the Seller shall fail or refuse to  
180. complete the sale on the terms herein set forth, then the Buyer shall have one of the following options: 1. Terminate this  
181. agreement and authorize the escrowee to return the earnest money to the Buyer for the Seller's breach; or 2. Proceed  
182. with any remedy available under the laws of the State of Michigan.

183. 17. Prorations. Rents, taxes and all assessments shall be prorated as of the date of closing this sale, it is assumed that all taxes  
184. and assessments are based on the calendar year in which they are billed, with the Buyer being responsible for the day of closing.  
185. For proration purposes, all tax bills shall be added together, using the last tax bill(s) issued and prorated accordingly, unless there  
186. has been a change in the taxable value or special assessments on the property, in which case the proration shall be on that basis.  
187. If the Seller has paid taxes in advance, the Seller shall be credited by the Buyer at the time of closing for the taxes paid in  
188. advance and prorated from the date of closing to end of the calendar year. If the property is currently a non-homestead property  
189. and the Buyer will both close and occupy the property as their principal residence prior to May 1 of the current year, then the  
190. school portion of the property tax bill will be prorated based on the property having a homestead exemption.

191. 18. Land Division Act. (check one)  
192.  This property is platted and is not being divided.  
193.  This property is unplatted and is not a new division under the Land Division Act and the Seller owns no other contiguous,  
194. unplatted land unless otherwise disclosed in writing. Seller is transferring to Buyer all available divisions, if any, under  
195. Section 108 of the Land Division Act of 1967, but makes no representations as to the number. Buyer has not relied on any  
196. information or opinions of the Broker(s), Salesperson(s) or Seller(s) on this matter.  
197.  This property is unplatted and is a new division under the Land Division Act and this agreement is subject to the attached  
198. Land Division Addendum.

199. 19. Fax. The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by  
200. use of a fax and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the  
201. original signatures, initials and modifications were present on the documents in the handwriting of each party. Neither party  
202. shall assert the Statute of Frauds or non-enforceability or invalidity of the contract because of fax copies being used, and both  
203. parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document to the other  
204. upon request.

205. 20. Counterparts. This agreement may be signed in any number of counterparts with the same effect as if the signature of each  
206. counterpart were upon the same instrument.

J P Buyer's Initials

SM Seller's Initials

BUY AND SELL AGREEMENT

207. 21. The parties hereto agree that this is a legal and binding agreement, consisting of five (5) pages and the exhibits and
208. addenda specifically referred to herein and constitutes the entire understanding of the parties and there are no other
209. agreements, expressed or implied. The REALTOR/Broker recommends that all parties to this agreement retain an
210. attorney to protect their interests in this transaction.

211. 22. Buyer and Seller hereby acknowledge that they have read this agreement and have received a completed copy of this
212. agreement including any of the Exhibits and Addenda referred to herein. All parties agree that time is of the very essence of
213. every provision of this agreement. Unless previously withdrawn by the Buyer, the Seller must accept his offer in writing
214. prior to Sep 5 14 at 2:00 (a.m., p.m., noon, midnight) or this offer shall terminate.

215. Date: 09-3-14 Time: 2:00 (A.M., P.M.) Juvenal Piedra Buyer Signature X

216. By: Juvenal Piedra REALTOR Signature Phone No. JUVENAL PIEDRA Printed X

217. For: POOL Estate Center 369-4191 Selling Office Phone No. Buyer Signature X

218. For: Listing Office Phone No. Printed

219. Buyer's Phone (Res) Address:

220. (Work)

221. 23. Seller's Acceptance: As owners and Sellers of the property described herein, the undersigned accepts the above agreement
222. except Subject to Bankruptcy court approval.
223.
224.
225.

226. this day of , and agrees to sell in accordance therewith and to
227. pay the Listing Office the brokerage fee for services rendered in this transaction, as stated in the Listing Agreement
228. corresponding to the property described herein. In the event of an exception, unless previously withdrawn by the Seller, the
229. Buyer must accept this counter-offer in writing prior to

230. at (a.m., p.m., noon, midnight) or this counter-offer shall terminate. Date

231. Seller understands that consummation of the sale or transfer of the property described in this agreement shall not
232. relieve the Seller of any liability that Seller may have under the mortgage(s) to which property is subject, unless
233. otherwise agreed to by the lender or required by law or regulation.

234. Date: 09-19-14 Time: (A.M., P.M.) Seller Signature

235. By: REALTOR Signature Phone No. Printed

236. Seller's Phone (Res) (Work) Seller Signature

237. Address Printed

239. 24. Buyer's Receipt of Acceptance. Receipt is hereby acknowledged by Buyer of the Seller's acceptance of Buyer's agreement.
240. In the event acceptance was subject to certain changes from Buyer's agreement the Buyer agrees to accept said changes, all
241. other terms and conditions remaining unchanged.

242. Date: Time: (A.M., P.M.) Buyer

243. By: REALTOR Signature Buyer

244. 25. Seller's Receipt of Acceptance. Receipt is hereby acknowledged by Seller of the Buyer's acceptance of Seller's counter-offer.

245. Date: Time: (A.M., P.M.) Seller

246. By: REALTOR Signature Seller