

**United States Bankruptcy Court
Western District of Michigan**
Post Office Building, Room #314
PO Box 909
Marquette, MI 49855

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

Charles Douglas Potter
8952 EE.25 Rd.
Rapid River, MI 49878
SSN: xxx-xx-9792
Patricia Alene Potter
8952 EE.25 Rd.
Rapid River, MI 49878
SSN: xxx-xx-6490

Debtors

Case Number 13-90022-swd

Chapter 7

Honorable Scott W. Dales

NOTICE OF RESCHEDULED HEARING

RE: Trustee's Motion to Sell Real Property Pursuant to 11 U.S.C. Section 363(f)

PLEASE BE ADVISED that the hearing on the above matter previously scheduled for 7/14/2015 has been changed . The hearing will now be held at the **United States Bankruptcy Court, Federal Building, 202 W Washington, 3rd Floor Courtroom, Marquette, MI 49855** on **8/11/2015** at **9:30 AM Eastern Time**

PLEASE NOTE: The above hearing may be adjourned or continued one or more times by telephonic or written request if no objection is made at the hearing or by oral request at the hearing if no objection is made or if the objection is overruled. The court may also sua sponte adjourn or continue the hearing one or more times. If an adjournment or continuance of the above hearing is permitted, parties in interest will not be given written notice of the adjourned or continued date or any subsequent adjournment or continuance. Information regarding the time, date and place of any adjourned or continued hearing may be accessed through the Bankruptcy Court's web site (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, N., 2nd Floor, Grand Rapids, Michigan. Information about a PACER login and password may be obtained by either contacting the PACER service center by telephone 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>.



DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT

Dated: June 26, 2015

/s/ _____
K. Drayton
Deputy Clerk

A copy of this Notice was sent to BNC for appropriate service (6/26/15 - kmd)

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN – NORTHERN DIVISION

IN RE:
CHARLES AND PATRICIA POTTER,

Debtors.

CASE NO. 13-90022
CHAPTER 7

HON. SCOTT W. DALES

Michele Hebner (P58509)
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BURKHART, LEWANDOWSKI & MILLER, P.C.
Attorneys for Darrell Dettmann, Trustee
816 Ludington Street
Escanaba, MI 49829
Phone: 906.786.4422
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TRUSTEE'S MOTION TO SELL REAL PROPERTY PURSUANT TO 11 U.S.C. § 363(f)

Darrell R. Dettmann, Trustee, by and through his attorneys Burkhart, Lewandowski & Miller, P.C., states as follows for his Trustee's Motion to Sell Real Property Pursuant to 11 U.S.C. § 363(f) (hereinafter the "Motion"):

1. Debtors, Charles and Patricia Potter, filed for relief under Chapter 7 of the United States Bankruptcy Code on January 16, 2013.
2. Darrell R. Dettmann is the duly qualified, appointed, and acting Trustee for this bankruptcy case.
3. Property of the bankruptcy estate includes certain real property located in the Township of Nahma, Delta County, Michigan, more particularly described on the attached **Exhibit 1** (hereinafter the "Property") that the Trustee intends to sell.
4. Trustee desires to sell the property to Dwayne H. Feathers according to the Purchase Agreement (hereinafter the "Agreement") attached hereto as **Exhibit 2**.

5. As part of the sale, the bankruptcy estate will receive two thirds of the net proceeds and the Debtors will receive one third of the net proceeds according to that certain Settlement Agreement approved by this Court.

6. The Property shall be sold "AS IS, WHERE IS" without representation or warranty, express or implied, of any kind, nature, or description.

7. Upon information and belief, there are no liens, claims, or encumbrances upon the Property but to the extent there are liens, claims, or encumbrances, they are disputed.

8. Therefore, this sale may be authorized free and clear of all liens, claims, and encumbrances pursuant to Section 363(f) of the Bankruptcy Code.

9. The Property has been listed for sale by a realtor since approximately April 20, 2015 at a list price of \$35,000.00.

10. Trustee believes that the offer price of \$29,500.00 is a fair price for the Property and in the best interest of the estate considering the listing price.

11. Another potential buyer made an offer to purchase on the same day in the amount of \$28,500.00 and said buyer will receive notice of this potential sale and will have an opportunity to request a hearing and place a higher offer.

12. This Motion is being filed pursuant to LBR 9013 and shall include notice to any interested party that if they wish to bid on this property that they should request a hearing to do so.

WHEREFORE, Trustee prays that this Honorable Court enter an Order that:

- A. Grants this Motion;
- B. Waives the stay of the Order approving this sale under FRBP 6004(h); and
- C. Grants Trustee such other and further relief as this Court deems just in this matter.

BURKHART, LEWANDOWSKI & MILLER, P.C.
Attorneys for Darrell R. Dettmann, Trustee

/s/ Jeremy J. Nastoff

Dated: June 15, 2015

By: _____

Jeremy J. Nastoff (P74129)
816 Ludington Street
Escanaba, MI 49829
(906) 786-4422
jnastoff@bqrlaw.com

BURKHART, LEWANDOWSKI & MILLER, P.C. 816 LUDINGTON STREET, ESCANABA, MICHIGAN 49829-3890 (906) 786-4422

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EXHIBIT 1

2014365

DELTA COUNTY TREASURER
TAX CERTIFICATION
ACT 206 SEC 211 135
013-211-045-00

Nancy Kojich 3P
Delta County Register of Deeds

CT Date 05/23/2012 Time 14:39:48
Page 1 of 3 01 1046/883

WARRANTY DEED

Grantor, Charles D. Potter and Patricia A. Potter, husband and wife, as tenants by the entirety, whose address is 8952 EE.25 Road, Rapid River, MI 49878, conveys and warrants to Grantees, Joseph A. Verduce and Michelle C. Verduce, husband and wife, as tenants by the entirety, whose address is 10615 Otter Street, Gaylord, MI 49735, the following described premises situated in the Township of Nahma, Delta County, Michigan:

Beginning at the Southeast corner of Section Eleven (11), Township Forty North (T40N), Range Twenty West (R20W); thence South 89°31'10" West along the South line of the Southeast Quarter of the Southeast Quarter of said Section a distance of 1330.45 feet to the Southwest corner of said Southeast Quarter of the Southeast Quarter; thence North 0°33'50" East along the West line of said Southeast Quarter; thence North 0°33'50" East along the West line of said Southeast Quarter of the Southeast Quarter a distance of 335.0 feet; thence North 89°31'10" East parallel to said South line a distance of 1330.84 feet to the East line of said Southeast Quarter of the Southeast Quarter; thence South 0°37'50" West along said East line a distance of 335.0 feet to the Point of Beginning. Together with the rights of others for ingress and egress over and across a strip of land 66.0 feet in width lying 33.0 feet on each side of the following described center line: From the Southeast corner of the Southwest corner of the Southeast Quarter of Section 11, T40N, R20W, measure S 89°31'10" W along the South line of said Southwest Quarter of the Southeast Quarter a distance of 33.0 feet to the point of beginning of said center line; thence N 00°33'50" E parallel to the East line of said Southwest Quarter of the Southeast Quarter a distance of 1310.19 feet to the point that is 33.0 feet South of the North line of said Southwest Quarter of the Southeast Quarter; thence S 89°53'25" W parallel to said North line a distance of 1084.13 feet to the Easterly right-of-way line of County Road 499 and the point of ending of said center line.

More commonly known as: 8952 EE.25 Road, Rapid River, MI 49878.

Tax parcel identification number: 013-211-045-00

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EXHIBIT 1

01-05-15 14:39:48

(the Premises) for the full consideration of less than \$100, subject to any easements and building and use restriction of record and the lien of taxes not yet due and payable.

During Grantors occupancy of the premises, Grantor shall be responsible for paying the real property taxes.

Grantor reserves, for and during Grantor's lifetime, the exclusive possession and use of the Premises and enjoyment of the rents and profits from the Premises.

Grantor further reserves, for and during Grantor's lifetime, the right to sell, lease, encumber by mortgage, pledge, lien, or otherwise, to manage and dispose, in whole or in part or grant any interest therein of the Premises, by gift, sale, or otherwise so as to terminate the interests of Grantee, as Grantors in their sole discretion shall decide, except to dispose of the Premises, if any, by devise on their death.

Grantor further reserves the right to cancel this deed by further conveyance, even to Grantor, which may destroy any and all right Grantee may possess under this deed.

Grantee shall hold a remainder interest in the Premises and on the death of Grantor, if the Premises have not been previously disposed of before Grantor's death, all right and title to the property remaining shall fully vest in Grantee, subject to such liens and encumbrances existing at that time.

This conveyance is exempt from the real estate transfer tax under the provisions of MCL 207.505(a) and 207.526(a).

Grantor(s) grant(s) to Grantee(s) the right to make all permissible division(s) under Section 108 of the Land Division Act (1967 PA 288).

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated: 5/22/12



Charles D. Potter
Grantor

Dated: 5-22-12



Patricia A. Potter
Grantor

STATE OF MICHIGAN)
DELTA COUNTY)

Acknowledged before me in Delta County, Michigan, on May 22, 2012 by
Charles D. Potter and Patricia A. Potter, husband and wife, as tenants by the entirety.


Donald H. Bacon

Notary public, State of Michigan, County of Delta.
My commission expires: 8/26/2013
Acting in the County of: Delta

Drafted by and when recorded return to:
✓ Donald H. Bacon, Esq. (P28933)
Attorney at Law
1415 Delta Avenue
Gladstone, MI 49837
Phone: (906) 428-1500
Fax: (906) 428-1455
Email: donaldbacon@att.net

verduce-potter.R1006i

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EXHIBIT 2



118 North 22nd Street
 Escanaba, MI 49829
 906-736-5030
 email: premier@premierrealestate.org
 Fax: 906-786-5640

PURCHASE AGREEMENT

Listing Broker: PREMIER REAL ESTATE	Agent: WILLIAM A. MARMALICK	Selling Broker: PREMIER REAL ESTATE	Agent: WILLIAM A. MARMALICK
Buyer: FEATHERS	Property Address: 8952 CO. 499 EE.25 RD., RAPID RIVER, MI	Legal Description: S 335' OF SE 1/4 OF SE 1/4, SEC. 11, T40N	
Seller: DETMANN, TRUSTEE	MLS #: 1086203	R20W, NAHMA TWP.	

THE UNDERSIGNED BUYER (S) AGREE TO PURCHASE THE ABOVE DESCRIBED PROPERTY UNDER THE FOLLOWING TERMS AND CONDITIONS:

- *1. **PURCHASE PRICE** shall be \$ TWENTY NINE THOUSAND FIVE HUNDRED & NO/100 DOLLARS (529,500.00)
- *2. **TERMS OF PURCHASE** shall be:
 - CASH.** The full purchase price upon execution and delivery of Warranty Deed.
 - NEW MORTGAGE.** The full purchase price upon execution and delivery of Warranty Deed. Contingent upon the SELLER receiving from the BUYER'S lender by _____, a statement confirming that the BUYER has the credit worthiness, employment and funds to secure the type of financing which they are seeking. If BUYER fails to deliver to SELLER evidence of loan approval by this date, SELLER reserves that right to declare this contract null and void and the earnest money will be returned to the BUYER.
 - LAND CONTRACT.**
- *3. **EARNEST MONEY DEPOSIT** BUYER herewith deposits \$ _____ evidencing BUYER's good faith. BUYER agrees to make an additional earnest money deposit of \$ 500.00 _____, upon receipt of SELLER's acceptance of this offer. The selling broker shall hold these amounts in escrow. **DEPOSIT RECEIPT:** Received by _____ (agent) _____ (date).
 - a. Earnest money deposit shall be returned to BUYER if SELLER does not accept this offer or if BUYER does not accept the SELLER's counter offer, if any.
 - b. If the purchase contract is accepted by all parties, the earnest money deposit(s) shall be applied toward the purchase price. Failure by purchaser to perform on contract can result in loss of earnest money and any other remedies available to the SELLER, by Michigan law.
 - c. In the event of a dispute over the distribution of the earnest money deposit, said deposit will be held by BROKER until all parties agree to its distribution in writing. If no mutual agreement can be negotiated, the party holding the deposit may, upon 30 day written notice to all parties, transfer the deposit by interpleader to a court of proper jurisdiction. Delivery to court will release the BROKER(s) from further liability concerning the deposit.
 - d. BROKER will pay from earnest money, any bills for services that have been ordered by BROKER on behalf of BUYER.
- *4. **APPRAISAL** This offer is, is not contingent upon an appraisal being at or above purchase price.
- *5. **CLOSING DATE** This agreement shall be closed and completed on or before 06/24/2015. Time is expressly declared to be of the essence.
- *6. **OCCUPANCY** SELLER will give occupancy as follows:
 - Immediately after closing.
 - _____ days after closing by 12:00 noon. From the date of closing to the date of vacating, SELLER will pay BUYER \$ _____ per day as occupancy charge plus utilities. At closing SELLER will give \$ _____ to Listing Broker as escrowed rent. The Listing Broker will use this money for occupancy charge and then reimburse SELLER for unused days. SELLER is liable to BUYER for any damage caused to property after closing and before vacating.
 - If TENANTS occupy the property, the SELLER will vacate TENANTS before closing OR BUYERS will assume responsibility for TENANTS and any written leases. SELLER will transfer any security deposit(s) and any inventory checklist(s) to BUYER at closing and rent from TENANTS will be pro-rated at closing.
- *7. **ACCEPTANCE** In order to bind the BUYER, SELLER must accept this offer and deliver a signed copy to the Selling Broker/Agent by 06/05/2015 (date) 5:00 PM (time). If accepted and notified by this time, BUYER agrees that this constitutes a binding agreement between BUYER and SELLER. The Listing Broker, acting as agents for the SELLER or as a dual agent, shall submit promptly each and every written offer to the SELLER. No priority shall be granted to any offer. The SELLER will ultimately make the final decision as to which offer they accept.
- *8. **SELLER'S DISCLOSURE STATEMENT** (For residential through 4 units) has been acknowledged by BUYER on _____ N/A. If not acknowledged by BUYER, this sale is contingent upon BUYER acknowledging a signed Seller's Disclosure Statement and forwarding to Listing Broker within _____ days of SELLER's acceptance.
- *9. **AGENCY DISCLOSURE** BUYER and SELLER agree and understand that the Selling Broker is an agent of the SELLER. Agency disclosure has been signed by BUYER on 05/27/2015. If Broker is acting as Dual Agent in this sale, the Dual Agency Agreement has been signed by BUYER on _____ and attached to this offer. This offer will be contingent upon the SELLER signing the Dual Agency Agreement prior to acceptance.

*10. **LEAD BASED PAINT** (For residential housing built prior to 1978) BUYER acknowledges that prior to signing this purchase agreement, BUYER has received a copy of the Lead-Based Paint Seller's Disclosure Form completed by SELLER on _____ the terms of which shall be part of this agreement. BUYER also agrees:

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

*11. **PROPERTY INSPECTION**

- This offer is contingent upon an inspection of the property by a licensed contractor and/or inspector of the BUYER's choice at BUYER's sole expense within _____ days of SELLER's signed acceptance. If BUYER or anyone representing BUYER discovers any defects, BUYER must notify SELLER or SELLER's agent in writing, describing such defects, within _____ days after the inspection. If the BUYER notifies the SELLER of such defects and within _____ days after such notice BUYER and SELLER have not agreed in writing as to whether repairs will be performed, defects waived, or an adjustment to the purchase price made, the purchase agreement will automatically become null and void without further notice required, and all deposits of earnest money paid by BUYER will be promptly refunded. BUYER and SELLER agree to sign Cancellation of Purchase Agreement, and thereafter neither party will have any further liability to the other. However, notwithstanding any provision to the contrary, or any notice given, the BUYER may unilaterally waive defects, providing that the BUYER notifies SELLER or SELLER's agent of waiver in writing within the time specified. If BUYER fails to have the inspection performed, or does not notify SELLER within the time specified above, then this contingency shall be deemed removed and the purchase agreement shall be in full force and effect.
- BUYER acknowledges that the BROKER has recommended that BUYER obtain an inspection of the property by a licensed contractor and/or an inspector. BUYER does not desire to have an inspection of the property.

*12. **SURVEY**

- This offer is contingent upon a satisfactory boundary, mortgage survey of the property at the BUYER's expense prior to closing.
- BUYER acknowledges that the BROKER has recommended that BUYER obtains a survey of the property by a licensed surveyor and BUYER does not wish to obtain a survey of the property. BUYER accepts the property lines and boundaries as represented by the SELLER and has not relied upon any BROKER's representation of the property lines.

*13 **WELL & SEPTIC SYSTEM**

- a. Well: If property is not serviced by a municipal water system, this offer is contingent upon a water test satisfactory to BUYER at BUYER's expense within _____ days after acceptance.
- BUYER waives right to have water tested unless said inspection is required for financing of property.
- b. Septic: If property is not serviced by a municipal sewage system, this offer is contingent upon a septic tank pumping and inspection satisfactory to BUYER at SELLER's expense within _____ days after acceptance.
- BUYER waives right to have septic tank pumped and inspected unless said inspection is required for financing of property.

*14. **SPECIAL PROVISIONS**

*15. **PERSONAL PROPERTY** All improvements and appurtenances are included in the purchase price, including now in or on the property the following: TV antenna and complete rotor equipment (except Satellite Dish and equipment); affixed carpeting; lighting fixtures and their shades; hardware for drapery/curtains; window shades and blinds; storm windows, screens, and doors; stationary laundry tubs; water softener (unless rented); water heater; incinerator; heating and permanently installed air conditioning equipment; water pump and pressure tank; built-in kitchen appliances; garbage disposal; awnings; mailbox; all plantings; electric garage door openers and controls; fence(s); all cabinets which are permanent attachments to the premises, home heating fuel in tanks at occupancy date and: _____

ALL PERSONAL PROPERTY IS SOLD "AS IS."

*16. **TAXES** Delta County taxes to be pro-rated on a fiscal year basis. All school and state education taxes shall be deemed to have a July 1st fiscal date. Other counties shall be prorated on a fiscal or calendar year basis. All assessments and utility bills which are or become a lien on the property on or before the date of closing and all property taxes which have been billed on the property on or before the date of closing shall be paid by the SELLER. If official bills for taxes pro-rated hereunder are not yet issued, pro-ration shall be on a basis of tax bill for the previous year or latest millage rates times the latest taxable value, whichever is more accurate.

*17. **Notice to Purchasers of Real Estate**- Our office can not give you any advice regarding the amount of "pop up" property tax you will pay on your real estate purchase. The appropriate local assessors' office calculates and controls the taxes assessed on the property after you make your purchase. *The State equalized value of the property, homestead exemption information, and other real property tax information are 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 seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred (Department of Treasury). The State of Michigan, Department of Treasury's web site <http://treas-secure.state.mi.us/ptestimator/PTEstimator.asp> provides an estimate of property tax amounts based upon the taxable value, the county, and*

the municipality and school district in which the property is located. We recommend buyers visit this site to estimate your future property taxes.

- *18. **LAND DIVISION ACT** (For unplatted land only) BUYER and SELLER agree that the following statements shall be included in the deed at the time of delivery: The grantor grants the grantee the right to make _____ (insert "zero", "all", or a specified number, as appropriate) division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967; however Grantor does not represent or warrant that any future divisions are available. CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant BUYER the right to make any divisions.
- *19. **MANUFACTURED/MOBILE HOME TITLE TRANSFER** SELLER and BUYER agree to abide by the State of Michigan regulations for the title transfer of a manufactured/mobile home. Listing Broker agrees to collect closing fees and transfer the title by the prescribed State of Michigan form.
- Manufactured/mobile home on rented lot: SELLER agrees to the assignment of title to BUYER. BUYER is responsible for the cost of the title transfer fee and six percent (6%) Michigan tax.
- Manufactured/mobile home on deeded property: SELLER agrees to the assignment of title and property to the BUYER. BUYER is responsible for the cost of the title transfer fee.
- This offer is, is not contingent upon park approval.
- *20. **VACANT LAND** BUYER shall obtain any soil borings, use permits, drain easements, health department approval, or other pertinent inspections prior to closing at BUYER's expense for water or on-site septic system. BUYER is aware it is possible that the Department of Environmental Quality (DEQ) (i.e. wetlands) approval may be necessary for building.
- *21. **DUE ON SALE CLAUSE** (if it applies): SELLER understands that consummation of the sale or transfer of the property described in this agreement shall not relieve the SELLER of any liability that SELLER may have under mortgage(s) or if a land contract purchase, as the case may be, to which the property is subject, unless otherwise agreed to by the lender or the land contract SELLER or as required by law or regulation.
- *22. **CONDITION OF PROPERTY** Between the date of this offer and the closing date, the property, improvements, and any personal property shall be maintained by the SELLER in the same condition as existed on the date of this offer, ordinary wear and tear excepted. All personal property not included in the sale and any trash or debris will be removed by the day of occupancy unless otherwise agreed upon in writing. SELLER shall be responsible for fire and extended coverage insurance until the sale is closed. BUYER HAS PERSONALLY EXAMINED THE PROPERTY AND AGREES TO ACCEPT SAME IN ITS PRESENT CONDITION I.E. ("AS IS") EXCEPT AS MAY BE OTHERWISE SPECIFIED HEREIN AND AGREES THAT THERE ARE NO OTHER WRITTEN OR ORAL UNDERSTANDINGS, REPRESENTATIONS, OR WARRANTIES. The BROKER does not warrant the absence of any latent defects in or the condition of any real property, buildings, or other attachments, fixtures, equipment, or personal property being purchased by the BUYER from the SELLER. (This includes the well, water supply and sewer/septic system).
- *23. **EVIDENCE OF TITLE** SELLER will provide a title insurance policy in the amount of the purchase price showing marketable title of record in the SELLER, excepting only easements, convenience, conditions, restrictions, and public utility easements of record and gas, oil and mineral rights owned by SELLER, if any, which do not materially affect the value or use of the property. If objection to the title is made, based upon a title insurance commitment, the SELLER shall have 30 days from the date he is notified in writing of the particular defects claimed to remedy title or, if unable to remedy title, to refund the deposit in full termination of this agreement. If the SELLER remedies the title within the time specified, the BUYER agrees to complete the sale within 10 days of written notification thereof. SELLER WARRANTS: (at the time of closing) that no other person or person(s) have any right, title or interest in said real estate (except as SELLER disclosed herein or shown by the title insurance commitment); that said owners have made no deeds of conveyance or deed to transfer title; that they have not entered into any contracts to convey said real estate or any agreements for the sale of said real estate, or any mineral, oil, gravel, timber, rental or other leases affecting said real estate except under this purchase agreement. SELLER shall provide BUYER evidence of title certified within 30 days of closing showing a good and marketable title in fee simple, as defined under Act 200 of the Public Acts of 1945 of the State of Michigan as amended, subject, however, to any conditions set forth, (or is) liable for brokerage fee if clear title can not be obtained.
- *24. **DISCRIMINATION** As required by law, SELLER and BROKER agree not to discriminate because of religion, race, color, national origin, age, sex, disability, family status, marital status, height or weight in the sale of this property. Illegal discrimination of any kind is prohibited.
- *25. **USE OF FAX** Execution of a facsimile counterpart of this agreement shall be deemed execution of the original agreement. Facsimile transmission of an executed copy of this agreement shall constitute acceptance of this agreement. In consideration for promises made and value received hereunder, the parties to this contract agree that neither shall rise the use of a FAX as a defense to this contract and forever waive such defense.
- *26. **HEIRS AND SUCCESSORS** This contract binds BUYER SELLER, their personal representatives, heirs, and anyone succeeding to their interest in the property. BUYER shall not assign this contract without SELLER's prior written permission.
- *27. **CLOSING COSTS**
- a. SELLER pays the cost of transfer tax on deed, all costs required and necessary to clear title, preparation of deed, bill of sale, and/or other documents necessary to convey clear title, and septic tank pumping and report. SELLER agrees to an escrow of current and anticipated municipal utilities of property at closing.
- b. BUYER shall pay cost of transfer fee on any mortgage assumption, preparation of mortgage note or security instruments, recording of deed and survey, mortgage costs as required by mortgagee including appraisal and closing fees, land contract preparation (if applicable), survey (if desired), and any well, pest control, plumbing, heating, wiring, lead-based paint, or other inspections. BUYER and SELLER to coordinate the changing of utilities and utility company deposits prior to the date of occupancy.

*28. **ENTIRE AGREEMENT** This agreement constitutes the entire agreement between BUYER and SELLER and there are no other written or oral understandings.

*29. **BUYER'S RECEIPT AND SIGNATURE** BUYER acknowledges receipt of a copy of this contract.

Signature: Dwayne H. Feathers

Print name: DWAYNE H. FEATHERS

Date: 06/27/2015

Signature: _____

Print name: _____

Date: _____

Address: 8766 N. LAKESIDE T.S DR., RAPID RIVER, MI 49379

Phone: _____

*30. **SELLER'S ACCEPTANCE:** The undersigned SELLER accepts and agrees to sell the property for the terms and conditions set forth above.

*31. **SELLER'S ATTORNEY FOR LEGAL PAPERS:** Jeremy J. Nastoff

*32. **SELLER'S COUNTER OFFER:** SELLER'S acceptance is subject to the following:

Purchase Price to be \$ Same (29,500) Other Conditions: Sale Subject to Bankruptcy Court Approval and better and higher offers. Closing to take place within 15 days of Bankruptcy Court Approval.

This counter offer shall expire unless a copy hereof with the BUYER'S written acceptance is delivered to the SELLER'S or their agent by _____ (date) received by listing agent/broker. SELLER reserves the right to accept any other offer prior to BUYER'S written acceptance being personally

*33. **72 HOUR CLAUSE FOR SELLING PROPERTY:** This offer is, is not contingent upon a 72 hour clause for selling property. This sale is contingent upon the Buyer's ability to sell their property located at _____

within _____ days from _____. If the seller received a more desirable offer, the purchaser will be notified in writing and must remove this contingency within 72 hours or this agreement is null and void. Notification date will be the date of acceptance of certified letter. Purchaser agrees to close within _____ days.

*34. **72 HOUR CLAUSE FOR BUYER TO PERFORM SOME ITEM PRIOR TO CLOSING:** This offer is, is not contingent upon a 72 hour clause for Buyer's ability to performing some item prior to closing.

within _____ days from _____. If the seller received a more desirable offer, the purchaser will be notified in writing and must remove this contingency within 72 hours or this agreement is null and void. Notification date will be the date acceptance of certified letter. Purchaser agrees to close within _____ days.

Signature: _____

Print name: _____

Date: 6-1-15 Time: _____

Signature: _____

Print name: _____

Date: _____ Time: _____

Address: _____

Phone: _____

BUYER'S ACCEPTANCE: RECEIPT IS HEREBY ACKNOWLEDGED BY THE BUYER OF SELLER'S ACCEPTANCE OF BUYER'S OFFER. IN THE EVENT THE ACCEPTANCE WAS SUBJECT TO CHANGES AS HERE IN BEFORE SET FORTH, THE BUYER AGREES TO ACCEPT SAID CHANGES, ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

BUYER: Dwayne H. Feathers

DATE: 6-12-2015

BUYER: _____

DATE: _____

RECEIVED FROM BUYER (DATE) 6-12-15

Additional earnest money deposit of \$ 500.00 received by: [Signature] (Agent)

*Require blanks to be filled in or boxes to be checked.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF MICHIGAN – NORTHERN DIVISION

IN RE:
CHARLES AND PATRICIA POTTER,
Debtors.

CASE NO. 13-90022
CHAPTER 7

HON. SCOTT W. DALES

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ORDER APPROVING TRUSTEE'S MOTION TO SELL REAL PROPERTY

PURSUANT TO 11 U.S.C. § 363(f).

This matter having come on to be heard on Trustee's Motion to Sell Real Property Pursuant to 11 U.S.C. § 363(f) of the United States Bankruptcy Code (hereinafter the "Motion"); the required interested parties having been properly served with the Motion, a Notice to Debtors, Creditors, and Other Parties in Interest of Opportunity to Response or to Request a Hearing and the proposed Order as set forth in the Proof of Service filed herein; no responses, objections or requests for hearings having been filed as is set forth in the Affidavit filed by Trustee; and the Court being fully advised in the premises,

NOW THEREFORE,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Motion is Granted;
2. The sale of the Property is approved free and clear of all liens, claims, and encumbrances pursuant to the Purchase Agreement;

3. Trustee is authorized to execute and deliver any and all documents that may reasonably be required to convey the Property to the buyer;

4. The sale of the Property is approved "As Is, Where Is" with no representations or warranties, express or implied, of any kind, nature or description; and

5. This Order shall have immediate effect, and it is determined that Fed. R. Bankr. Pro. 6004(h) does not apply, and that there is no stay of this Order as set forth in Fed. R. Bankr. Pro. 6004(h).

END OF ORDER