UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN RE:

_____

THE VILLAGE AT KNAPP'S CROSSING, LLC — CASE NO.: DG13-06094

_____ Debtor/

NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

TRUSTEE'S MOTION FOR SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. §363 AND TO ASSUME AND ASSIGN A LEASE PURSUANT TO 11 U.S.C. §365 AT PUBLIC 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 views on this matter, attend the hearing scheduled for February 18, 2015 at 10:00 a.m. at the United States Bankruptcy Court, **COURTROOM A, ONE DIVISION N.W., GRAND RAPIDS, MICHIGAN**.

You or your attorney may wish to file a response explaining your position. Such response should be **received** at least seven 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 or objection and may enter an order granting that relief.

_____

Notice returned to Steven L. Rayman, Esq. for service the matrix. Court to serve buyer's list. (January 26, 2015-kt)

January 26, 2015

DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT

/s/
BY: Kathleen M. Trapp, Deputy Clerk

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) 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.pcs.uscourts.gov.

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN THE MATTER OF:

THE VILLAGE AT KNAPP'S CROSSING, LLC,

Debtor.

_____//

Case No.: 13-06094
Chapter 11 – Filed: 07/30/2013
Converted – Ch. 7 – 06/09/2014

MOTION FOR SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. § 363 AND TO ASSUME AND ASSIGN A LEASE PURSUANT TO 11 U.S.C. § 365 AT PUBLIC AUCTION

NOW COMES Lisa E. Gocha, Trustee ("Trustee"), by and through her attorneys, Rayman & Knight, and for her Motion for Sale of Real Property Free and Clear of Liens Pursuant to 11 U.S.C. §363 and to Assume and Assign a Lease Pursuant to 11 U.S.C. § 365 at Public Auction ("Motion"), says as follows:

JURISDICTION AND VENUE

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). Determination of 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").

2. Venue of this Motion is properly placed in this Court pursuant to 28 U.S.C. §1409(a).

3. This matter is a core proceeding within the meaning of 28 U.S.C. §157(b)(2)(A),(B)(E)(N)(O).

4. Venue is proper before this Court pursuant to 28 U.S.C. §§1408 and 1409.

5. The basis for the relief requested herein are §§105(a), 363, 365, of Title 11 of the Bankruptcy Code.

BACKGROUND

6. This Motion pertains to the above-captioned Chapter 7 proceeding of The Village at Knapp's Crossing, LLC ("Debtor") which was originally filed as a Chapter 11 proceeding on July 30, 2013 ("Petition Date") and which case was converted to a case under Chapter 7 of the Bankruptcy Code on June 9, 2014.

7. Your Trustee is the duly appointed and acting Trustee in this cause.

8. Among the assets of this estate there exists certain real property located in the Township of Grand Rapids, County of Kent, State of Michigan, more particularly described in Exhibit "A" and commonly known as 2315 Dunnigan Avenue ("Real Property").

9. In addition to being the owner of the Real Property, the Debtor is the leasee of the Real Property to one Jerry Carpentier, pursuant to a certain Residential Lease Agreement[1] ("Lease").

10. Consistent with your Trustee's duties pursuant to 11 U.S.C. § 701 *et seq.*, your Trustee has received an offer to purchase the Real Property from Jerry Carpentier.

11. The purchase price for the Real Property shall be $75,000.00 and a release of any liability under the Lease as set forth in the attached Purchase Agreement[2] ("Agreement").

12. 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.

13. The sale of the Real Property 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.

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[1] A copy of the lease is attached as Exhibit "B".
[2] A copy of the Agreement is attached as Exhibit "C".

14. Any party interested in purchasing the Real Property **must appear at the hearing scheduled for this Motion** and be prepared to bid in increments of $1,000.00 after the opening bid of $80,000.00 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.

15. That *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).

16. In addition to the *ad valorem* taxing authorities, there is a purported mortgage on the Real Property, previously granted by Joseph and Jennifer Peters to Mortgage Electronic Registration Systems, Inc. as nominee for America's Wholesale Lender which was later assigned[3] to The Bank of New York Mellon, f/k/a, The Bank of New York as Trustee for the Certificate Holders of CWMBS, Inc. CHL Mortgage Pass-Through Trust 2004-29 Mortgage Pass Through Certificates, Series 2004-29 whose address is C/O BAC, M/C: CA6-914-01-4, 1800 Tapo Canyon Road, Simi Valley, CA 93063 ("Disputed Lien Holder").

17. The Debtor's Schedules indicate that the Real Property is free and clear of liens, including any liens of the Disputed Lien Holder.

18. Steven D. Benner testified that the Real Property was free and clear of liens, including any liens of the Disputed Lien Holder and that its lien had been satisfied.

19. It appears that since the Petition Date the Debtor has not made a payment to the Disputed Lien Holder.

20. The Trustee wrote to the Disputed Lien Holder in August of 2014 and the

[3] A copy of the Assignment of Mortgage is attached as Exhibit "D".

Disputed Lien Holder failed to respond[4].

21. That the Disputed Lien Holder has not filed an appearance in this matter and has not filed a proof of claim.

22. The Trustee believes that the Disputed Lien Holder's claim has been satisfied.

23. The estate has engaged William W. Bussey, Jr., CCIM of Retail and Restaurant Site Advisors, LLC as realtor to aid the Trustee in the sale of this matter ("Realtor"). The Realtor has agreed to aid the Trustee as a consultant in this matter at the rate of $200.00 per hour (capped at $10,000.00) plus expenses.

SUMMARY OF RELIEF REQUESTED

24. The Trustee seeks approval of this Motion, pursuant to 11 U.S.C. § 363(b), to sell the Real Property to Jerry Carpentier and to assume and assign the Lease to a purchaser other than Jerry Carpentier, pursuant to 11 U.S.C. § 365.

25. The Trustee seeks the sale of the Real Property free and clear of liens, pursuant to 11 U.S.C. § 363(f).

26. The Trustee seeks authority to conduct an auction at the date and time scheduled for the hearing of this Motion.

27. The Real Property and the Lease shall be sold and assigned **"As is, Where is"**, without representation or warranty, expressed or implied, of any kind or nature, or description, including, without limitation, any warranty of marketability, usability or fitness for any purpose. The Trustee shall not be required to inspect, test or report on the condition of the Real Property, the operability of any system(s) contained therein or the existence of any defects of any kind, including, environmental defects, as to the Real Property or the Lease.

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[4] A copy of the Trustee's correspondence is attached as Exhibit "E".

RELIEF REQUESTED

28. Your Trustee seeks approval of the sale of the Real Property to Jerry Carpentier or to such other higher bidder, pursuant to 11 U.S.C. § 363(b), which provides in relevant part that "the trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate."

29. Your Trustee seek approval to assume and assign the Lease to the successful bidder other than Jerry Carpentier, pursuant to 11 U.S.C. § 365.

30. The sale was negotiated at arm's-length through the Trustee's counsel and Realtor with Jerry Carpentier and is in the best interest of the estate and should be approved for the following non-exclusive reasons:

a. The Real Property is free and clear and the sale will generate a significant benefit to the estate;

b. The Motion provides for a process which may increase the dividend to the bankruptcy estate;

c. After completion of the sale of the Real Property, the Debtor retains additional property which may also be sold to provide a dividend to unsecured creditors; and

d. The bankruptcy estate cannot hold onto the Real Property indefinitely; it must be sold.

31. The Trustee seeks to sell the Real Property free and clear of liens, pursuant to 11 U.S.C. § 363(f), which provides that:

> the Trustee "may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if—
>
> **(1)** applicable non-bankruptcy law permits sale of such property free and clear of such interest;
>
> **(2)** such entity consents;

(3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

(4) such interest is in bona fide dispute; or

(5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

32. The Trustee seeks to sell free and clear of the following liens:

a. All liens with respect to unpaid real estate taxes owed to the Kent County Treasurer;

b. All liens with respect to unpaid real estate taxes owed to the City of Grand Rapids or to the Township of Grand Rapids;

c. The purported lien of the Disputed Lien Holder;

d. Any and all claimed liens which are not of public record as of the petition date, July 30, 2013.

33. The Real Property may be sold free and clear of the claims of the Kent County Treasurer, the City of Grand Rapids and the Township of Grand Rapids as their claims will be paid in full. As such, the Real Property may be sold free and clear of their liens, pursuant to 11 U.S.C. § 363(f)(3).

34. The Real Property may be sold free and clear of the claims of any other party not appearing of record as of the Petition Date and of the Disputed Lien Holder as such claims would be in *bona fide* dispute. *See*, 11 U.S.C. § 363(f)(4).

35. Further, to the extent a secured creditor does not object to the sale, each should be deemed to have consented to the sale. *See*, *FutureSource LLC v. Reuters Ltd.*, C.A.7 (Ill.) 2002, 312 F.3d 281, certiorari denied 123 S.Ct. 1769, 538 U.S. 962, 155 L.Ed.2d 513; *see also*, *Veltman v. Whetzal,* 93 F.3d 517, 520 (8th Cir.1996); contra, *see In re Roberts*, 249 B.R. 152, 154-57 (Bankr.W.D.Mich.2000). As such, the Trustee may sell the Real Property, pursuant to 11

U.S.C. § 363(f)(2).

36. In addition, the Real Property may be sold free and clear of the claims of secured creditors, pursuant to 11 U.S.C. § 363(f)(3). Pursuant to 11 U.S.C. § 506(a), the value of the secured creditors' liens is limited to the value of its collateral. As the value of the collateral is determined by the sale, the Trustee may sell the Real Property, 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).

37. Lastly each of the secured creditors is compelled to accept a money satisfaction of their lien rights, such as in a Chapter 11 Proceeding. As such, the Trustee may sell the Real Property, pursuant to 11 U.S.C. § 363(f)(5).

38. The Real Property may be sold free and clear of the claims of secured creditors pursuant to 11 U.S.C. § 363(f)(2)(3)(4)&(5) with liens attaching to proceeds in the same rank, validity and priority as existed prior to the Petition.

WHEREFORE, your Trustee prays:

A. That this Court enter an Order[5] granting the Motion;

B. That this Court enter an Order authorizing the sale of the Real Property as set forth herein at public auction, pursuant to 11 U.S.C. § 363(b) and the assumption and assignment of the Lease, Pursuant to 11 U.S.C. § 365 to the succubus purchaser.

C. That this Court authorize the Trustee to accept a back-up bidder.

D. That this Court enter an Order, pursuant to 11 U.S.C. § 363(f), authorizing the Sale of the Real Property free and clear of all liens including the liens of the following creditors:

1. The Disputed Lien Holder;

[5] A proposed Order is attached as Exhibit "F".

2. Kent County, Michigan;

3. City of Grand Rapids, Michigan; and

4. Township of Grand Rapids.

E. That this Court order and/or authorize the Trustee to execute such conveyance documents as are necessary to effectuate this transaction and make such payment(s) at closing as are appropriate and consistent with this Motion;

F. That the Court authorize the Trustee to make payments to the taxing authorities and other costs of sale; and

G. That this Court order such other relief that it finds just and equitable.

Respectfully submitted,

RAYMAN & KNIGHT
Attorneys for Trustee

Dated: January 23, 2015

By: _____
Steven L. Rayman (P30882)
Cody H. Knight (P64811)

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

LEGAL DESCRIPTION

Real property located in the Township of Grand Rapids, County of Kent and State of Michigan and more legally described as follow:

> Lots 9 and 10, Doland Plat, Section 11, Grand Rapids, Township, Kent County Michigan, as recorded in LIber 43 of Plats, Page 42.

More commonly known as: 2315 Dunnigan Avenue, NE, Grand Rapids, Michigan.

EXHIBIT

A

The Village at Knapps Crossing LLC

7400 Old Lantern Dr. SE, Caledonia, MI 49316; Phone (616)954-5400; Fax (616)954-4400

RESIDENTIAL LEASE AGREEMENT

Date: February 22, 2013 Time:

AGREEMENT BETWEEN THE PARTIES OF:

Landlord
The Village at Knapps Crossing, LLC
7400 Old Lantern Drive, S.E.
Caledonia, MI. 49316
Phone (616) 954-5400
Fax (616) 954-4400

Tenant
Name: Jerry Carpentier
Address: 2315 Dunnigan St. N.E.
City: Grand Rapids
State: MI Zip Code: 49525
Cellular: 1-269-838-0097
SS Number: _____

Leasing Agent: Ron Van Netten
Contact Number: 616.460-9351

Received $ 1,700.00 refundable deposit for the house located at 2315 Dunnigan St. N.E.
If all rents and payments are paid on time, the security deposit will be refunded to tenant with- in 30 days after tenant vacates the house. A $400,00 appliance security deposit is added to the received amount.

Rent $1,300.00_____ per month.

Gas Charge $ tenant_ per month (if applicable). Electric Charge $ _tenant_ per month (if applicable)

Term of Lease: 2years____1__ month with 1 - 2 year renewal option with a 4% annual increase.
Rent Commencement Date: 4/22/13.
Lease Commencement Date: 2/22/13. Expiration Date: 3/21/13.
Premises: 1,400 sq.ft.
Annual Rental Increase of 4% per year.
Rent, common area charges (if applicable), and gas and electric charges (if applicable) are due on the 22nd day of each month.
Late Fee Charge: 5% on any monies not paid in full by the due date.
NSF Fee: a NSF fee of $75.00 will be charged on all monies not immediately negotiable for cash.
Tenant:
To pay $1,300.00 which is the first months rent, plus security deposit $1,300.00 for a total of $2,600.00

Conditions:
Acceptance of Premises: "AS IS"
Tenant to review and sign formal lease within one week after prepared by Landlord.
Tenant to receive 1 month free rent

Tenant Pays:
Telephone service, interior light repair and bulb replacement, exterior sign repair and bulb replacement for the sign on the building, interior cleaning and maintenance. (x) Tenant will be responsible for transferring all utilities into its name within 48 hours of acceptance of Premises (when applicable). Tenant is also responsible for all costs of remodeling their space. Tenant may hire the Landlord to do any remodeling or other items needed for their space, which generally will save the Tenant 20-40% from standard contractors prices. Tenant is to reimburse the Landlord for any extra work performed by Landlord within 30 days from receipt of bill.

EXHIBIT

B

Tenant Insurance:
Tenant shall at its own cost and expense, obtain and keep in force public liability insurance with a responsible insuranc company approved by the Landlord, with liability coverage of at least $500,000.00 to any individual and $1,000,000.00 fo each event and property damage insurance, with coverage at least $100,000.00 for each accident, with $1,000,000.00 o umbrella insurance coverage, and with glass coverage liability. Such insurance shall cover both Landlord and Tenant an duplicate certificates of insurance shall be furnished to Landlord prior to occupancy and throughout the lease term and an extensions and renewals thereof. (does not apply to this lease agreement)

Upon signing of this Agreement:
To pay $1,300.00 rent , plus the security deposit $1,300.00 for a total of $2,600.00

Defaults and Remedies:
In the event of any occurrence of any default by the Tenant, Landlord shall have the following rights or remedies in addition to any other rights or remedies it may have at law or in equity, a) Landlord shall be entitled to immediately accelerate without further notice to the Tenant the full balance of rent payable for the full remainder of the term or renewal term of this Lease. b) Landlord shall have an immediate right of reentry, which shall not be considered or construed to be a forcible entry, and may remove all persons and property from the Leased Premises; such property shall be stored at the sole expense and risk of the Tenant.
Any "free or reduced" rent will become immediately due and owing to the Landlord in its entirety.

Personal Guaranty:
Tenant(s) agree to sign a formal lease and a personal guarantee within one week of signing this agreement.

Other Conditions of Lease:
Tenant must put all utilities in their name within 48 hours of signing lease agreement. Tenant responsible for all lawn care, snow plowing, and general maintenance to the house. The $400.00 deposit on the appliances will be refunded with- in 30 days after tenant vacates the premises.

The above is hereby agreed by the parties signing below.

Signed: _____ its Managing Member Date: February 22, 2013
The Village at Knapp's Crossing, LLC, Landlord

Signed: _____ Date: February 22, 2013
, Tenant, Individually and Guarantor

Signed: _____ Date: _____
, Tenant, Individually and Guarantor

Signed: _____ Date: _____
Witness for Landlord

Signed: _____ Date: _____
Witness for Tenant

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

Any reference to "days" in this Agreement refers to calendar days and any reference to "time" refers to local time. #

DATE: 12-16-14 1:00pm (time) MLS #

SELLING OFFICE: NONE REALTOR® PHONE: FAX:

LISTING OFFICE: REALTOR® PHONE: FAX:

X **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 Phone Fax

2. **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 Paragraph 29.
☐ 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:

3. **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.

4. **Property Description:** Buyer hereby offers to buy the property located in the ☒ City ☐ Village ☐ Township of 2315 Ottawa Ave. NE Grand Rapids MI County, Michigan, commonly known as St./Ave., 49525 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.

5. **Price:** Buyer offers to buy the property for the sum of $ 75,000 Seventy five thousand dollars & 00/100 U.S. Dollars

6. **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 of the date this Agreement is fully executed, and consents to the disclosure of such information to Seller and/or Seller's Agent.
☒ NEW MORTGAGE The full purchase price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a FHA type 30 (year) mortgage in the amount of 96.5% 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 this Agreement is fully executed, 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 $ 10,000, 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 of Seller's acceptance of this offer. 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.

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Buyer's Initials Seller's Initials

EXHIBIT

C

$ _____ 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:

7. **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:

8. **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...

but does not include:

9. **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:

_____

10. **Assessments (choose one):**
If the property is subject to any assessments
☒ Seller shall pay the entire balance of any such assessments 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.

2315 Division Ave. NE Grand Rapids MI 49525 — Subject Property Address/Description
12-19-14 — Date
5:00 pm — Time

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Revision Date 1/12/12

☐ ☐ Buyer's Initials ☐ ☐ Seller's Initials

11. **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);

☒ 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:

12. **Well/Septic:** Within ten (10) days after this Agreement is fully executed, the Seller will arrange and pay for an inspection and written report by the county health department or by a qualified inspector (as defined by the county health department, if applicable) 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:

13. **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.

☒ 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 Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be. 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.

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

2313 Dunnigan Ave, NE GR. 49525 — Subject Property Address/Description
12-19-14 — Date
5:00 — Time

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Revision Date 1/12/12

[J] [C] Buyer's Initials [ ] [ ] Seller's Initials

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:

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

15. **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 a real estate tax status report, will be made available to Buyer within **seven (7) days** after this Agreement is fully executed. If Buyer so chooses, or if the property is not an existing residential structure (one to four family) on a residential parcel or a condominium unit, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

    If Buyer objects to any conditions, Buyer may, within **three (3) days** from the aforementioned seven (7) 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:

16. **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. The Buyer has elected to obtain:
    - ☐ 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.

    Survey to be paid for by: ☐ Buyer ☐ Seller

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

    Exceptions:

17. **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:

18. **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.

19. **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.

    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 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:

2315 Dominican Ave NE GR 49505	12-19-14	5:00
Subject Property Address/Description	Date	Time

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Revision Date 1/12/12

☐ ☐ Buyer's Initials ☐ ☐ Seller's Initials

20. **Closing:** If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than _____. 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 share of any title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions: Trustee

21. **Good-Faith Deposit:** For valuable consideration, Buyer gives ~~REALTOR®~~ above named until 10 days (time) on 12-29-14, 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 ~~hereunto~~ deposits $ 1000 evidencing Buyer's good faith, to be held by selling Broker or selling Broker's designee, and to apply on 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.

upon acceptance

22. **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.

23. **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.

24. **Other Provisions:**

25. **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.

26. **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.

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

Witness _____ Phone _____ X _____ Buyer

Print Witness Name _____ _____
Print name as you want it to appear on documents.

Buyer 1 Address _____

Buyer 1 Phone: (Res.) _____ (Bus.) _____ X _____ Buyer

Buyer 2 Address _____ _____
Print name as you want it to appear on documents.

Buyer 2 Phone: (Res.) _____ (Bus.) _____

2315 Dunnigan Ave. NE GR. 49505 12-19-14 5:00
Subject Property Address/Description Date Time

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Revision Date 1/12/12

[T] [G] Buyer's Initials [ ] [ ] Seller's Initials

20. **Closing:** If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than _____. 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 share of any title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions: TBD 30 Dr.

21. **Good-Faith Deposit:** For valuable consideration, Buyer gives ~~REALTOR®~~ above named until 10:00 AM (time) on 12-29-14, 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 evidencing Buyer's good faith, to be held by selling Broker or selling Broker's designee, and to apply on 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.

upon acceptance

22. **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.

23. **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.

24. **Other Provisions:**

25. **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.

26. **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.

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

Witness _____ Phone _____ X Gerald Carpenter Buyer

Print Witness Name _____

Buyer 1 Address _____ Print name as you want it to appear on documents.

Buyer 1 Phone: (Res.) _____ (Bus.) _____ X _____ Buyer

Buyer 2 Address _____

Buyer 2 Phone: (Res.) _____ (Bus.) _____ Print name as you want it to appear on documents.

2315 Dunnigan Ave. NE GR. 49505 12-19-14 5:00

Subject Property Address/Description Date Time

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Revision Date 1/12/12

Buyer's Initials Seller's Initials

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN THE MATTER OF:

THE VILLAGE AT KNAPP'S CROSSING, LLC,

Debtor.

Case No.: 13-06094
Chapter 11 – Filed: 07/30/2013
Converted – Ch. 7 – 06/09/2014

_____ / /

ADDENDUM TO PURCHASE AGREEMENT

Notwithstanding the printed provisions in the attached Real Estate Contract, the sale of the property and the Trustee's obligation with respect to the payment of commissions are subject to the following terms and conditions:

1. Approval of the sale and the entry of an Order Confirming Sale by the United States Bankruptcy Court for the Western District of Michigan within 30-60 days of acceptance.

2. Title to the property will be transferred by the Trustee's execution of a "Trustee's Deed."

3. The sale of the property, including improvements and fixtures hereto or located thereon, shall be made on an "AS IS, WHERE IS" basis as of the date of the Order Confirming Sale, without representation or warranty, express or implied, of any kind, nature or description, or of merchantability, habitability, use, ability or if fitness for any purpose. The Trustee shall not be required to inspect or test or report on the condition of the property, or the operability of the property, or the existence of any possible defects in the property.

4. The sale of the real estate shall be free and clear of the lien, claims, encumbrances, and/or interest of any creditor and/or interest attaching to the sale proceeds and the Bankruptcy Court's Order Confirming Sale shall operate as a discharge of same.

5. Since all liens and encumbrances will be discharged, the Trustee shall have no obligation to furnish either an abstract of title insurance for the described real estate.

6. All taxes which are a lien on the described property shall be paid as directed by the Bankruptcy Court. Any tax which becomes a lien on the property after the date of the Order Confirming Sale shall be paid by the purchaser.

7. The Trustee reserves the right to recommend rejection of this offer to the Court if it later proves insufficient to yield a reasonable net recovery to the estate, or if a higher bid is received at the hearing on confirmation of the sale.

8. If a bid is received and accepted, which is contingent upon obtaining financing, and the buyer elects to obtain Bankruptcy Court approval while waiting for loan approval, the buyer shall be required to post a $1,000.00 non-transferrable deposit in order to defray the costs of obtaining Court approval of the sale. The 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.

12-24-14

Gerald Carpentier

Lisa E. Gocha

Lisa E. Gocha, Trustee on behalf of the above captioned Bankruptcy Estate.

201212180119508
Electronic Recording
Mary Hollinrake Pages: 1 12:51PM
Kent Cnty MI Rgstr 12/18/2012 SEAL

This space for Recorder's use

DocID# 1298481759012651

Recording Requested By:
Bank of America
Prepared By:
Diana De Avila
800-444-4302
1800 Tapo Canyon Road
Simi Valley, CA 93063

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

Property Address:
2315 Dunnigan Ave NE
Grand Rapids, MI 49525-9705
MI0-AM 20759304 E 12/13/2012 BK01

MIN #: 100133700003240507 MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWMBS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2004-29, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2004-29 whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR AMERICA'S WHOLESALE LENDER
Borrower(s):	JOSEPH PETERS, A MARRIED MAN AND JENNIFER PETERS, HIS WIFE
Date of Mortgage:	10/26/2004
Original Loan Amount:	$172,000.00

Recorded in Kent County, MI on: 12/2/2004, book N/A, page N/A and instrument number 20041202-0157189

Property Legal Description:
REAL PROPERTY IN THE TOWNSHIP OF GRAND RAPIDS, COUNTY OF KENT, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS: LOT(S) 9 & 10, DOLAND PLAT, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 43 OF PLATS, PAGE 42. 41-14-11-301-012

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
DEC 17 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: _____
Mercedes Judilla
Assistant Secretary

State of California
County of Ventura

On DEC 17 2012 before me, Terria L. Wright, Notary Public, personally appeared Mercedes Judilla, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERRIA L. WRIGHT
Commission # 1992976
Notary Public - California
Los Angeles County
My Comm. Expires Oct 30, 2016

Notary Public: Terria L. Wright (Seal)
My Commission Expires: October 30, 2016

EXHIBIT

D

RAYMAN
& KNIGHT
ATTORNEYS AT LAW

STEVEN L. RAYMAN
CODY H. KNIGHT

DONALD P. STONE (1966-2001)

August 5, 2014

The Bank of New York Mellon
C/O BAC, M/C: CA6-914-01-43
1800 Tapo Canyon Road
Simi Valley, CA 93063

RE: Gocha v. The Village at Knapp's Crossing, LLC
Case No.: 13-06094

Dear Sir/Madam:

Kindly be advised that this office represents Lisa E. Gocha, Trustee, with respect to the above-referenced matter. We have found the enclosed Assignment of Mortgage upon property that is property of the bankruptcy estate.

Can you please advise as to (i) whether this mortgage has been paid; and (ii) the balance?

Thank you.

Yours very truly,

RAYMAN & KNIGHT

SLR

Steven L. Rayman

SLR/jsw

Enclosure

cc: Lisa E. Gocha, Trustee

EXHIBIT

E

141 E MICHIGAN AVE SUITE 301 KALAMAZOO MI 49007 TEL 269 345 5156 FAX 269 345 516
slr@raymanknight.com chk@raymanknight.com

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN THE MATTER OF:

THE VILLAGE AT KNAPP'S CROSSING, LLC,

Debtor.
_____//

Case No.: 13-06094
Chapter 11 – Filed: 07/30/2013
Converted – Ch. 7 – 06/09/2014

ORDER APPROVING
MOTION FOR SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. § 363, AND TO ASSUME AND ASSIGN A LEASE PURSUANT TO 11 U.S.C. § 365 AT PUBLI AUCTION

THIS MATTER having come to be heard upon the Trustee's Motion for Sale of Real Property Free and Clear of Liens Pursuant to 11 U.S.C. §363 and to Assume and Assign a Lease Pursuant to 11 U.S.C. § 365 at Public Auction ("Motion[1]"); and a hearing having been held on _____, 2015 in Grand Rapids, Michigan; and the Court being otherwise fully advised in the premises;

THE COURT HEREBY FINDS:

A. Notice of the Motion ("Notice") and the Motion were served upon all creditors and parties in interest in this Chapter 7 Bankruptcy proceeding including, but not limited to, all parties who have liens and/or claims against the Real Property;

B. The service of the Notice and Motion were appropriate, sufficient and adequate in all respects under the circumstances;

C. No objections were made to the Motion;

D. The sale of the Real Property and the assumption and assignment of the Lease pursuant to the Motion for the sum of $75,000.00 (or higher) is fair, reasonable and equitable and is in the best interest of the estate.

IT IS THEREFORE ORDERED:

1. That the Motion is granted.

2. That the Trustee is authorized to sell the Real Property[2], pursuant to 11 U.S.C. §

[1] All terms used in this Order shall have the same meaning as in the Motion.
[2] The Real Property is legally described in the attached legal description.

EXHIBIT
F

363(b) and assume and assign the Lease, pursuant to 11 U.S.C. § 365 to Jerry Carpentier or to such other higher bidder after public auction, for a sum equal to or greater than $75,000.00.

3. That in the event that Jerry Carpentier or such other higher bidder after public auction fails to consummate the purchase of the Real Property and the assumption of the Lease as provided herein, the Trustee is authorized to sell the Real Property to a back-up bidder pursuant to 11 U.S.C. § 363(b) and assume and assign the Lease, Pursuant to 11 U.S.C. § 365 to a back-up bidder, for a sum equal to or greater than $75,000.00.

4. That, pursuant to 11 U.S.C. § 363(f) the sale of the Real Property shall be free and clear of all liens, including but not limited to the liens of the following creditors:

a. Kent County Treasurer, Michigan;

b. City of Grand Rapids, Michigan; and

c. Township of Grand Rapids, Michigan.

5. That the Trustee is authorized to execute such documents as may be necessary to effectuate this transaction and make such payment(s) at closing as are appropriate and consistent with this Motion.

6. That the Trustee is authorized to make payment(s) to Secured Creditors.

This Document Prepared By:
RAYMAN & KNIGHT
141 E. Michigan Avenue, Suite 301
Kalamazoo, MI 49007
Telephone: (269) 345-5156

END OF ORDER