

Form JTG15 (07/15)

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

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

Richard Strozewski
900 Mike-Ke-Saw-Be Drive
Quincy, MI 49082
SSN: xxx-xx-3496

Debtor

Case Number 14-03710-jtg

Chapter 7

Honorable John T. Gregg

NOTICE TO PARTIES IN INTEREST OF HEARING

YOU ARE HEREBY NOTIFIED that a hearing will be held at the United States Bankruptcy Court, Federal Building, U.S. Courthouse, Room 114, 410 W. Michigan Avenue, Kalamazoo, MI 49007 on **September 8, 2016 at 10:00 AM** to consider and act upon the following matter:

Trustee's Motion For Authority To Sell Real Property Of The Estate

If you want the court to consider your views on this matter, attend the hearing on the date stated above.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

You or your attorney may wish to file a written response to the motion explaining your position. Any response shall be mailed to the Clerk of the United States Bankruptcy Court, One Division Ave., N., Grand Rapids, Michigan 49503, and should be received by the Clerk at least 7 (seven) days before the above hearing date. A copy of your responses should also be mailed upon the opposing party and his/her attorney.

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

DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT

Dated: August 1, 2016

/S/ _____
Kim Davis
Deputy Clerk

A copy of this notice returned to Stephen L. Langeland, Esq. on August 1, 2016 for service upon the mailing matrix .

NOTICE IS HEREBY GIVEN THAT THE COURT MAY, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be accessed through the Bankruptcy Court's web site (www.miwb.uscourts.gov) provided the person has a PACER login and password, or by visiting the clerk's office of the United States Bankruptcy Court located at One Division Ave., N., 2nd Floor, Grand Rapids MI 49503. Information about a PACER login and password may be obtained by either calling PACER service center between 8:00 a.m. and 5:00 p.m. Monday through Friday, CST at (800) 676-6856 or via its web site at <http://pacer.psc.uscourts.gov>

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

In re:

RICHARD STROZEWSKI,

Case No. 14-03710
Chapter 7
Filed: May 28, 2014

Debtor(s).

//

MOTION FOR AUTHORITY TO SELL REAL PROPERTY OF THE ESTATE

NOW COMES Thomas R. Tibble, Trustee, by his attorney, Stephen L. Langeland & Associates, and moves for a sale of real property of the estate pursuant to 11 U.S.C. §363 as follows:

1. Stephen L. Langeland is the duly appointed and acting Chapter 7 Trustee in this case filed under Chapter 7 on May 28, 2014.
2. Included in the property of the estate is real estate located at 900 Mick-ke-saw-be Drive, Quincy, Michigan 49082.
3. The Trustee has offered the property for sale and has received an offer to purchase the property from Brian Zeitz for the sum of TWO HUNDRED FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$245,000.00).
4. That it is in the best interest of this estate and its creditors that the said real property be sold to Brian Zeitz, subject to the following terms and conditions:
 - A) **PROPERTY:** Real property located 900 Mick-ke-saw-be Drive, Quincy, Michigan 49082.
 - B) **BIDDING:** Bidding will commence with the bid of Brian Zeitz in the amount of \$245,000.00 with subsequent bids in increments of not less than \$1,000.00.

Sale shall be on a cash basis, with the successful bidder, other than Brian Zeitz, being required to make a non-refundable deposit with the Trustee in the sum of \$245,000.00 in cash or certified funds at the conclusion of the bidding in open court. No contingent bids shall be received. Closing shall take place as soon as possible at a date mutually agreed upon by the Trustee and the Purchaser, and the total balance of the bid price shall be paid at closing. In order to expedite closing as soon as possible, the stay provisions of Fed.R.Bankr.P.6004(g) shall be set aside as null and void.

- C) **TERMS:** The property will be sold on an "as is," "where is" basis, without representation or warranty, express or implied, of any kind, nature or description including, but not limited to, any warranty about description or marketability, merchantability, or usability or a fitness for any purposes.

The Trustee shall not be required to inspect or test or report on the condition of the property or the operability of the real property or the existence of any possible defects in the real property.

All real estate taxes which are a lien against the described real property shall be paid out of the sale proceeds as an expense of sale. Any tax which becomes a lien on said real property after the date of sale shall be paid by the purchaser, and the 2016 real estate taxes shall be prorated to the date of closing. The purchaser will receive title insurance. The sale shall be consummated by the delivery to the purchaser of a Trustee's Deed without warranty of title.

The described real property shall be sold free and clear of all liens, encumbrances, and/or claims therein, with said liens, encumbrances, and/or claims attaching to the sale proceeds, in the same order of validity, rank, and priority as now exists in the said real property. Any and all liens, claims, and encumbrances shall be discharged when a copy of a subsequent Order Confirming Sale entered by this Court is recorded along with the Trustee's Deed in the Register of Deeds Office. The only lien that the Trustee is aware of with respect to this property is a mortgage held back Fifth Third Mortgage. Fifth Third Mortgage has consented to the sale and have agreed to accept the sum of \$197,000.00 in satisfaction of its mortgage.

The expenses of custody, protection, insurance of the real property, as well as expenses of the sale, including administrative and all legal expenses of these proceedings relating to the protection and sale of said real property shall be charged against the sale proceeds with priority over all claims.

D) INSPECTION: Arrangements for inspection of the real property to be sold can be made by contacting Thomas R. Tibble, Trustee at telephone (269) 342-9482.

5. Any person objecting to the validity, proprietary or legality and/or having any objection of any kind to the sale as described herein, shall file a written objection to the sale on or before twenty-one (21) days after the service of this Motion and simultaneously serve copies on the attorney for the Trustee and the Trustee at the address listed in this Motion and, in accordance with Federal Rule of Bankruptcy Procedure 6004(b).

6. The Trustee reserves the right to withdraw this Motion at any time prior to completion of the hearing thereon.

WHEREFORE, the Trustee requests that this Court enter an order confirming sale of the real property as set forth above, to Brian Zeitz for the sum of \$245,000.00, that Thomas R. Tibble, Trustee be authorized to take such steps, make such payments, and execute such documents as reasonably necessary to implement and effectuate said sale, and that the Court grant such further relief as may be just and equitable under the circumstances.

Dated: July 26, 2016

/s/ Stephen L. Langeland
Stephen L. Langeland (P32583)
Attorney for Trustee

Branch County Association of Realtors® Purchase Agreement

Notice information for Listing and Selling Office and Agents

Listing Office Sherry Haylett Homes (S.H.H.A.R.P.) Selling Office Sherry Haylett Homes (S.H.H.A.R.P.)
Phone 517-238-5588 Fax 888-508-6403 Phone 517-238-5588 Fax: 888-508-6403
Listing Agent Sherry Haylett Selling Agent Brian George
Phone 517-238-5588 Fax 888-508-6403 Phone 517-677-8222 Fax 888-508-6403
Email sherryhaylett@gmail.com Email briangeorgesells@yahoo.com
X Seller Agent Dual Agent Transaction Coordinator X Seller Agent Buyer Agent Dual Agent Transaction Coordinator

I, May 11, 2016, Time 10:00 AM X PM: For the valuable consideration, (We or I)

Brian Zeitz agree to buy from

Deed Holder (the following property located in the

city/village/township of Quincy, County of Branch, Michigan commonly known

as 900 Mick-ke-saw-be Drive, Quincy, MI 49082 address, legally

described as Per deed

2. PURCHASE PRICE: The purchase price for the property will be \$ 245,000

3. TERMS OF THE PURCHASE: The terms are as indicated by an "X" below: (other unmarked terms do not apply).

X CASH: The full purchase price upon execution and delivery of Warranty Deed.

N/A NEW MORTGAGE: The full purchase price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain new mortgage. Buyer will apply for the loan within N/A calendar days after this Agreement is fully executed. If Buyer fails to deliver to Seller evidence of the loan commitment within N/A calendar days after final acceptance of the agreement, Seller may cancel the contract. Buyer hereby agrees to authorize selling Broker/Agent to obtain information from Buyer's lender regarding Buyer's financing and consents to the disclosure of this information to listing Broker/Agent and to Seller.

Should any part of the new mortgage be FHA/VA insured or RD financing, N/A Seller N/A Buyer will agree to pay an amount not to exceed \$ N/A, representing repairs required as a condition of financing.

CONTRACT or PURCHASE MONEY MORTGAGE

\$ N/A upon execution and delivery of N/A wherein the balance of \$ N/A shall be payable in monthly installments of \$ N/A or more including interest at N/A% per annum. Interest to start on the date of closing and first payment to become due 30 calendar days after closing date. Balance due and payable in N/A months. Real estate taxes N/A are or N/A are not to be put in an escrow account. Account may be an interest bearing account and the interest earned on account will belong to buyer. Upon written request by Seller, Buyer will provide a written credit report at Buyer's expense acceptable to Seller within 72 hours of Seller's written request at which time the Seller will have the right to cancel the agreement within 48 hours of receipt of credit information. Seller is advised to seek professional advice regarding the credit report. All contract language and terms to be acceptable to all parties.

4. SALE OF BUYER'S EXISTING PROPERTY: If Buyer's obligation to close this transaction is subject to the sale of Buyer's existing residence or other property, seller shall have the right to continue to market the property and accept offers. If Seller receives a later offer from a third party to buy the property which later offer is acceptable to Seller, the Buyer will have N/A (hours) from the time the Buyer receives a written notice from the Seller of such later offer to remove this contingency and close within N/A calendar days. If Buyer fails to notify Seller in writing of Buyer's waiver of the contingency and agreement to close within the time limits set forth in the prior sentence, this Agreement will terminate, the Buyer's deposit will be returned, and neither party will have any further obligation to the other.

5. IMPROVEMENTS AND APPURTENANCES: All improvements and appurtenances now in or on the property are included in the purchase price including any of the following: TV antenna and complete rotor equipment, satellite dish and any accessories, wall-to-wall carpeting, lighting fixtures and their shades, draperies and curtain hardware, window shades and blinds, all attached mirrors, all attached shelving, attached work benches, screens and storm windows and doors, stationary laundry tubs, water softener (unless rented), water heater, incinerator, heating and air conditioning equipment (window units excluded), water pump and pressure tank, built in kitchen appliances including garbage disposal, dishwasher, trash compactor and microwave oven, awnings, mail box, all plantings, fence(s), invisible in-ground fencing, and all related equipment, including collars, underground sprinkling system, including the pump, installed outdoor grills, outdoor heating units, garage door openers and controls, fireplace doors, screens and grates, and ceiling fans. Heating oil and LP gas to remain with property unless otherwise specified and shall be depleted only by normal usage. The fuel provider is: N/A the fuel type is: Liquid Propane, and the tank is owned by N/A

Buyer Initials: [Signature]

Seller Initials: [Signature]

59 6. Other Provisions:

- 60 Seller to provide propane to test heating systems.
- 61 Seller to de-winterize home for inspections.
- 62 If the weather makes necessary, seller to re-winterize or heat the home after inspections to protect plumbing from
- 63 freezing.
- 64 Earnest money deposit of \$24,500 upon acceptance of all concerned parties.
- 65 10 day period for inspections to begin upon full acceptance of all parties.
- 66 Sale to include refrigerator behind bar.

69 7. APPLICATIONS: All matters relating to and investigation of zoning, soil conditions, franchising, use permits, drain easements, rights-of-way will be Buyer's sole expense, and without prejudice to Seller if this transaction does not close.

72 8. SURVEY:

73 No boundary (stake) survey requested; or
 74 N/A Contingent upon a boundary (stake) survey paid for by the N/A Buyer N/A Seller.
 75 N/A Contingent upon a boundary (stake) survey showing all improvements on the property paid for by the N/A Buyer N/A Seller.
 76 A mortgage report, which shows the location of the major structures on the property, is not a boundary (stake) survey and if required by
 77 lender, will be paid for by the Buyer. Both Buyer and Seller acknowledge the Brokers/Agents recommend a stake survey to determine the
 78 true and accurate boundaries of the property. Buyer understands and agrees that the Brokers/Agents do not warrant location of the
 79 improvements and easements on the property and the boundaries of the property nor assume any responsibility for the representations
 80 made by the Seller of the location of the improvements and easements on the property and the boundaries of the property. When closing
 81 occurs, Buyer shall be deemed to have accepted the location of the improvements and easements on the property and the boundaries of the
 82 property.
 83

84 9. INSURANCE: Seller will maintain fire and extended insurance coverage on the improvements until the sale is closed. If any improvements are damaged or destroyed by fire or other casualty prior to final consummation of sale, the Buyer may either revoke this offer and be reimbursed for all payments made hereunder or elect to conclude the sale on the payment of the proceeds of all insurance according by reason of the loss or damage but not to exceed the purchase price of this agreement.

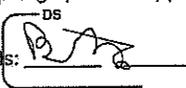
89 10. TAXES, ASSESSMENTS AND ASSOCIATION DUES: Current real estate taxes, except special assessments shall be deemed to cover the calendar year in which such taxes first become due and payable. Taxes shall be prorated to the closing date. If taxes for the calendar year are not then known, such prorating shall be based on the most current Taxable Value multiplied by the current total millage rate. If such millage rate is not known, then the prior year's millage rate shall be used. If the property is subject to any special assessment, the Buyer will assume the unpaid balance of the assessment, with the Seller responsible for paying all installments of such assessment first due before closing and the Buyer paying all installments first due on or after closing. The installments of such assessment first due during the calendar year in which closing occurs will be prorated on a daily basis to the date of closing. Such prorated installment will be deemed to cover the calendar year in which the installment is first due. If the property is subject to any association dues, Seller will pay all such dues first becoming due before the date of closing and Buyer will pay all such dues first payable on or after the date of closing. Dues for the current period in which closing occurs will be prorated on a daily basis to the date of closing.

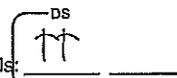
100 11. EVIDENCE OF TITLE: Seller shall furnish, at seller's expense, an owners policy of title insurance, with standard exceptions, in the amount of the purchase price at closing, showing marketable title in Seller or title Seller may readily make marketable at closing, subject to any existing building and use restrictions or record, existing reservations or leases of oil, gas or mineral rights, zoning limitations, and apparent and beneficial easements, if any. If the Buyer requests or requires an owners' policy without standard exceptions, it shall be the cost of the Buyers for the cost difference between the policies. If the title is unmarketable on the date set for closing, but the defects can be readily corrected, the closing date shall be extended 30 calendar days to permit correction of the defect(s). If Seller is unable to remedy the defect(s) within 30 calendar days, this Agreement shall terminate, unless otherwise agreed upon and any deposit shall be refunded to the Buyer.

109 12. CLOSING COSTS: Seller shall be responsible for but not limited to owner's title insurance, transfer tax, deed preparation and any delinquent taxes and assessments unless otherwise agreed to in writing. In the case of VA financing, Seller will be responsible for entire closing fee. Buyer shall be responsible for, but not limited to, recording of deed, certification of taxes and all lender closing costs unless otherwise agreed to in writing. Seller and Buyer shall equally share the closing fee for a non-financial institution transaction.

116 13. LAND DIVISION ACT: If the closing of this sale will result in a division of the property from a larger parcel the Seller owns, the division may be subject to the Land Division Act. The parties should consult with their respective legal counsel regarding the requirements of the Land Division Act. If the Act requires approval of the division, Seller is responsible for obtaining appropriate approval of the division before closing. If the property constitutes an entire parent parcel, the Seller will convey all division rights to the Buyer. If the property constitutes less than entire parent parcel, the parties agree the Seller will convey all division rights to the Buyer as part of this transaction. Buyer and Seller understand that development of any parcel is subject to further conditions and limitations under the municipality's zoning ordinances.

124 _____ This paragraph is not applicable.

125 Buyer Initials: 

125 Seller Initials: 

129
130
131
132
133
134
135
136
137
138
139
140
141

14. CLOSING: The parties will close this sale on or before June 13, 2016 Buyer to have complete possession 0 calendar days after closing. After possession date, if Seller remains, Seller agrees to pay Buyer at the rate of \$N/A per calendar day plus all of the Buyer's actual reasonable attorneys fees and court costs incurred in removing the Seller from the property. Said payment shall not be construed as rent but as liquidated damages. If tenants occupy the property: N/A Seller will give 30 calendar days notice to vacate the tenants before closing; or N/A Buyer will assume responsibility for the tenants. Tenants are as follows N/A. Rents are to be prorated to date of closing and security deposits, if any, to be transferred to Buyer at closing. On the agreed delivery date on which Buyer is entitled to possession, Seller shall deliver possession of the property to Buyer in the same condition and state of repair as existed on the date of acceptance of this agreement. The property shall be free of trash and debris and Seller shall remove all personal property (unless otherwise stated in the agreement or an additional written agreement.) Seller to be responsible for all utilities until delivery of property is given to Buyers. Seller shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer.

142
143
144
145
146
147
148
149
150
151
152
153
154
155
156

15. PROPERTY INSPECTION: Buyer has the right to inspect the property and improvements including but not limited to: structural, well, septic, mechanical, plumbing, environmental, pest inspection, radon, lead base paint, mold, health and safety, boundary defects or issues, by a licensed contractor, inspector or person of buyer's choice. Buyer is also advised to investigate, including but not limited to, that the property complies with applicable codes, local ordinances, zoning for Buyers intended use and if the property is located within a flood plain zone. All inspections are to be at Buyers expense to be completed no later than 10* calendar days after the acceptance date of this agreement. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this agreement in the time provided, the Buyer shall be deemed to have completed and accepted the inspections, Buyer will proceed to close according to the terms and conditions of this agreement. Any request by Buyer to modify this agreement based on the results of the inspections shall terminate this agreement, unless the request is agreed to by Seller in writing. The Seller shall grant reasonable access to the property and any improvement to permit Buyer and Buyer's representatives to conduct inspections. Upon acceptance of inspections that may or may not include any additional negotiations for repairs, Buyer will have deemed the inspections acceptable and accepts the property and improvements as is and with faults, and will hereby release the Listing Broker, Selling Broker and all salespersons associated with Broker harmless from any and all liability relating to any defect or deficiency affecting the property and improvements. This release shall survive the closing. *See line 65 on page 2

157
158
159
160
161
162

BUYER ELECTS TO WAIVE ALL INSPECTIONS: Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing.
Initials: N/A N/A

163
164
165
166
167

16. Broker is not expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, engineering, etc. and Buyer acknowledges broker has advised Buyer to seek professional, expert assistance and advice in these and other areas of professional expertise. If broker provides to Buyer names or sources for such advice and assistance, Buyer acknowledges and agrees that broker does not warrant or guarantee the quality or adequacy of such services and/or assistance.

168
169
170
171
172
173
174
175
176
177
178
179
180
181
182

17. EARNEST MONEY/TIME FOR ACCEPTANCE: Buyer gives the Realtor® until Monday, May 23, 2016 time AM 4:00 PM to obtain the written acceptance of this offer and agrees that this offer, when accepted in writing, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ See line 64, page 2 cash or X check with Branch County Abstract for S.H.H.A.R.P. (broker) as earnest money evidencing good faith. Within 2 banking days after this Agreement is signed by all parties, Broker is required by law to deposit the earnest money into broker's trust account or broker's designee. If this offer is not accepted, or the title is not merchantable, or if the terms of this agreement are contingent upon the ability to obtain a new mortgage or other contingencies specified herein which cannot be met, said deposit shall, upon furnishing written proof said contingency cannot be met, be refunded to the Buyer. If the sale is not closed due to failure to satisfy a contingency specified herein for a reason other than the fault of the Buyer, the earnest money shall be refunded to the Buyer. In the event this transaction does not close and the Buyer and Seller both claim the earnest money deposit the earnest deposit shall remain in broker's or broker's designee's trust until the Buyer and Seller have agreed, in writing, as to the disposition of the deposit or a civil action has determined to whom the deposit must be paid. 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.

183
184
185
186
187
188

18. SELLER'S DISCLOSURE:

X Buyer acknowledges that a Seller's Disclosure Statement has been provided
N/A Seller shall provide Buyer with a Seller's Disclosure Statement pursuant to Public Act 92 of 1993
N/A Disclosure is not required for this property

189
190
191
192
193
194
195
196
197
198
199
200
201
202

19. LEAD BASED PAINT:

N/A Seller represents and warrants the residence on the property was constructed after 1978 and, therefore, the federally-mandated lead-based paint disclosure regulations do not apply to the property.

X Buyer acknowledges the residence on the property was constructed before 1978. In connection with possible lead-based paint hazards on the property.

Buyer Initials: [Signature]

Seller Initials: [Signature]

203
204
205
206
207
208
209
210
211
212
213
214
215
216

Buyer elects as follows: Check one

N/A Buyer has a 10 day opportunity after all parties have signed 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 notice from Buyer to Seller within this period, this Agreement will terminate and any deposit will be refunded to Buyer.

X Buyer hereby waives Buyer's opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

217
218
219
220
221

20. HOME WARRANTY POLICY: Buyer has been advised that a Home Warranty Policy is available.

X Buyer has reviewed Home Warranty Policy and waives right to coverage.

N/A Seller to provide Buyer with Home Warranty Policy.

N/A Buyer agrees to purchase Home Warranty Policy.

222
223
224
225
226
227
228
229

21. RELEASE: Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this agreement and the marketability of title. The Buyer (s) and Seller (s) release the listing broker and Selling broker and their respective agents, and employees, with respect to all claims arising out of or related to this sales contract, and addenda or counteroffers; all claims arising from any purported representations as to the physical and environmental conditions of the property covered by this agreement or the marketability of title, and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this agreement. Buyer and seller agree to indemnify and hold harmless the listing broker and selling broker from and all claims related to those matters.

230

22. BINDING EFFECT: This Agreement binds and inures to the benefit of the parties, personal representatives, successors and assigns.

231
232
233
234
235
236
237
238

23. FAX or ELECTRONIC DISTRIBUTION: The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be delivered by use of a fax or by electronic distribution and the signatures, initials and modifications shall be deemed to be valid and binding upon the parties as if the original signatures, initials and modifications were present on the documents in the handwriting of each party. Any such written notice or communication shall be deemed delivered at the time it is sent or transmitted. Neither party shall assert the Statute of Frauds or nonenforceability or invalidity of the contract because of fax copies or electronic signatures being used and both parties specifically waive and relinquish any such defense. Each party agrees to provide an original signed document upon request but no later than closing, provided failure to provide an original upon request is not a material breach of this Agreement.

239
240
241
242

24. DISCRIMINATION All parties acknowledge that Michigan and Federal law prohibit discrimination by Brokers, Salespersons, Sellers and Lessors in the sale or lease of real estate based on religion, race, color, national origin, age, sex, marital or familial status, height, weight, or disability. Neither party shall engage in such discrimination in connection with the sale, lease or exchange of the Property.

243
244
245
246

25. 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.

247
248
249
250

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

251
252
253

27. Realtor® recommends that Buyer retain an attorney to protect Buyer's interest in this transaction and for preparation of any necessary documents.

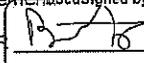
254

Buyer's attorney TBD _____ Waived _____

255

28. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement DocuSigned by:

256

Witness _____ BUYER  _____

257

Witness _____ BUYER  _____

258

Buyer's address 9834 R Dr. South, Burlington, MI. 49029 _____

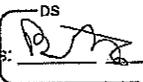
259

Phone:(Res) N/A _____ (Work) N/A _____ (Cell) N/A _____

260

Received from above named Buyer deposit monies in the form of N/A by _____

261

262 Buyer Initials:  _____

Seller Initials:  _____

263 29. SELLER'S ACCEPTANCE: The Seller accepts Buyer's offer as submitted above except:

264 _____
265 _____
266 Subject to bank and/or court approval
267 _____
268 _____
269 _____
270 _____
271 _____
272 _____
273 _____
274 _____
275 _____
276 _____

277 Realtor® recommends that Seller retain an attorney to protect Seller's interest in this transaction and for preparation of any necessary
278 documents.
279

280 Seller's Attorney _____ Waived _____
281

282 30. SELLER GIVES THE LISTING BROKER until 6/3 20 16 AM 4 PM to obtain Buyer's acceptance of
283 this counter offer and agrees that this offer, when accepted in writing will constitute a binding agreement between Buyer and Seller.
284

285 31. CERTIFICATION OF PREVIOUS DISCLOSURE STATEMENT: Seller certifies to Buyer that the property is currently in the same
286 condition as Seller previously disclosed in Seller's Disclosure Statement dated: _____ Seller agrees to
287 inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.
288

289 Date: _____ 20 _____
290

291 Witness _____ SELLER DocuSigned by:
Tom Tibble
292 Witness _____ SELLER 4D97A3A5A4144A...

293
294 32. BUYER'S RECEIPT OF ACCEPTANCE: Buyer acknowledges receipt of Seller's acceptance of Buyer's offer. If Seller's acceptance was
295 subject to changes as stated in Paragraph 29, Buyer accepts the changes, and all other terms and conditions remaining unchanged.
296

297 Date: _____ 20 _____

298 Witness _____ BUYER _____
299 Witness _____ BUYER _____
300
301

302 The information below is "NOTICE INFORMATION" for all parties and needs to be completed by all parties. INSERT THE ADDRESS
303 AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE
304 CONTEMPLATED BY THIS AGREEMENT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

305 Seller Notice Address: _____ Buyer Notice Address: _____
306 _____
307 Mailing Address _____ Mailing Address _____
308 _____
309 Seller Fax # _____ Buyer Fax # _____
310 Seller Email Address _____ Buyer Email Address _____

Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 599.104

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following duties to the client: (a) The exercise of a reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship. (b) The performance of the terms of the service provision agreement. (c) Loyalty to the interest of the client. (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations. (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest. (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client. (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following services to his or her client: (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property or the property in the manner agreed upon in the service provision agreement. (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell or lease the client's property or the property the client seeks to purchase or lease. (c) Assistance in developing, communicating, negotiating and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived. (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement. (e) For a broker or associate broker who is involved at all the closing of a real estate or business opportunity transaction furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

Seller's Agents

A seller's agent, under a listing agreement with the seller, acts solely on the behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyers' agents, and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on the behalf of the seller. Sellers' agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller. The seller through execution of a limited service agreement may waive individual services. Only those services set forth in paragraph (2) (b), (c), and (d) above may be waived by the execution of a limited service agreement.

Buyer's Agents

A buyer's agent, under a buyers' agency agreement with the buyer, acts solely on the behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyers' agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer. Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2) (b), (c) or (d) above may be waived by the execution of a limited service agreement.

Dual Agents

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the license will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

Transaction Coordinator

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

Designated Agency

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm, not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

Licensee Disclosure (check one)

I hereby disclose the agency status of the licensee named below is:

- Seller's Agent
 Buyer's Agent
 Dual Agent
 Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer)
 None of the Above

Affiliated Licensee Disclosure (check one)

Check here if acting as a designated agent. Only the licensee's broker and a named supervisory broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Brian J. Henry Licensee 2A743C1B59EA43D... Licensee

5/11/2016 Date Date

Acknowledgement

By signing below, the parties confirm that they have received and read the information in this agency disclosure statement and that this form was provided to them before the disclosure of any confidential information specific to the potential sellers or buyers.

Potential Buyer / Seller (circle one)

5/11/2016 Date

Potential Buyer / Seller (circle one)

Date