

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):

York Enterprises, LLC
515 Williams Street
South Haven, MI 49090
Tax ID: 38-3611601

Debtor

Case Number 14-00628-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 **December 16, 2015 at 10:00 AM** to consider and act upon the following matter:

Trustee's Motion to Sell Condo Unit 10

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: November 4, 2015

/S/

Kim Davis
Deputy Clerk

A copy of this notice returned to Cody H. Knight, Esq. on November 4, 2015 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>

¹ *Aliases for Debtor York Enterprises, LLC : aka Yorks Landing*

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN THE MATTER OF:

York Enterprises, LLC

Debtor.

Case No.: 14-00628

Chapter 11 – Filed: 2/06/2014

Converted – Chapter 7: 11/13/2014

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**TRUSTEE'S MOTION FOR SALE OF CONDO UNIT AND PERSONAL PROPERTY
WITHIN, FREE AND CLEAR OF LIENS PURSUANT TO 11 U.S.C. § 363
WITH COURTROOM AUCTION**

NOW COMES Stephen L. Langeland, Trustee (“Trustee”), by and through his attorneys, Rayman & Knight, and for his Motion for Sale of Condo Unit and Personal Property Within, Free and Clear of Liens Pursuant to 11 U.S.C. § 363, With Courtroom Auction (“Motion”), says as follows:

JURISDICTION

1. That jurisdiction over this case and proceeding exist in this Court under 28 U.S.C. §1334(a) and (b) and by reference from the District Court in accordance with 28 U.S.C. §157(a). 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”). Venue of this Motion is properly placed in this Court pursuant to 28 U.S.C. §1409(a).

BACKGROUND

2. On February 6, 2014 (“Petition Date”), York Enterprises, LLC (“Debtor”) filed a Chapter 11 Bankruptcy which was converted to a Chapter 7 proceeding on November 13, 2014.

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

4. The Trustee has received an offer from Peggy and Lance Franklin (“Purchasers”)

to purchase condominium unit 10 ("Unit") for the sum of \$115,000.00 which includes the furnishings within that unit ("Property"), pursuant to the attached Buy and Sell Agreement. (See, Exhibit "A").

5. The Purchaser is not an insider and the purchase price was reached by negotiations between the parties after a lengthy marketing period.

6. The sale price of \$115,000.00 will be subject to competitive bidding.

LIEN HOLDERS

7. The sale of the Property shall be deemed free and clear of liens pursuant to 11 U.S.C. §363(f).

8. This Motion seeks to have the sale free and clear of the liens of the following secured creditors, which claims are known to have a lien in the Property subject to sale: Van Buren County, City of South Haven, Comerica Bank and Old Harbor Village Condo Association ("Lien Holders") and Ronald Schaffer ("Mr. Schaffer"¹) for the reasons described herein.

AUCTION PROCESS

9. **The sale of the Property shall be sold "As Is, Where Is", with the Trustee making no representations, warranties, statements or promises with respect to the same, including, but not limited to, description, fitness for purpose, merchantability, quantity, the conditions or the quality of any matter or thing whatsoever, with any and all conditions and warranties expressed or implied by law being deemed not to apply to the sale of the Property. The Purchasers or any successful bidder shall take the Property with all of its faults.**

10. An auction of the Property will be held at the hearing scheduled for this Motion. Any party desiring to place a bid must be present at the hearing and be prepared to bid.

¹ Mr. Schaffer claims an interest in the Property via an unrecorded land contract.

11. The Trustee will take bids for the Property, beginning with an opening bid of \$117,500.00 with subsequent bids being in increments of at least \$1,000.00.

12. **All parties desiring to purchase must provide evidence of ability to close.**

13. The Trustee may seek authority to accept a back-up bidder, as well.

14. The Trustee shall review all bids received and, on the basis of such factors as the Trustee may determine in his sole discretion, after consultation (if appropriate) with secured lenders and other parties in interests without limitation, the Lien Holder's approval of a bid, the financial and contractual terms of each bid and factors concerning the speed, certainty of consummation of the transactions contemplated by each bid, identify the highest and otherwise best offer for the Property.

15. Lien Holders shall have the right to credit bid at auction, pursuant to 11 U.S.C. § 363(k), a maximum amount equal to the value of its undisputed debt. The Lien Holders must pay all expenses of sale, including the realtor fees, closing costs and the payment of all superior liens including all *ad valorem* taxes owed as of the date of closing.

SALE FREE AND CLEAR

16. The sale of the Property shall be deemed free and clear of liens pursuant to 11 U.S.C. §363(f). The sale may be free and clear of the liens of the Lien Holders, which claim or are known to have a lien in the property subject to sale for the reasons described herein.

17. The Trustee will seek the affirmative consent of Comerica Bank and Old Harbor Village Condo Association to the sale of the Debtor's assets. The Trustee expects he may obtain the affirmative consent of the Lien Holders and, further, to the extent Lien Holders do not object to the sale, each has been 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).

18. The Property may be sold free and clear of the claims of Lien Holders, pursuant to 11 U.S.C. § 363(f)(3). Pursuant to 11 U.S.C. § 506(a), the value of the Lien Holders' liens is limited to the value of its collateral. As the value of the collateral will be determined by the sale, and as each creditor had the right to credit bid, pursuant to credit bid, the Trustee may sell the 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).

19. Each of the Lien Holders could be compelled to accept a money satisfaction of their lien rights, such as a Chapter 11 proceeding. As such, the Trustee may sell the Property, pursuant to 11 U.S.C. § 363(f)(5).

20. The Property may be sold free and clear of the claims of the Lien Holders pursuant to 11 U.S.C. § 363(f)(3), as each will be paid in full from the sale.

21. The Property may be sold free and clear of the claims of the Lien Holders, pursuant to 11 U.S.C. § 363(f)(2)(3)&(5).

22. To the extent a party other than the Lien Holders claims a lien in the Property, such claim would be in *bona fide* dispute and, as such, the Trustee may sell the Property, free and clear of said liens pursuant to 11 U.S.C. § 363(f)(4). In fact, this is the case with Mr. Schaffer, who claims an interest in the Property as a land contract vendee pursuant to an unrecorded land contract.

23. The sale should be deemed free and clear of liens pursuant to 11 U.S.C. §363(f), with the Purchaser taking the estate's interest in the Property being sold free and clear of any

liens and encumbrances with such liens and encumbrances attaching to the sale proceeds in the same rank, validity and priority as existed as of the date of the Petition.

CONCLUSION

24. The Purchasers desire to close on the Property as soon as possible and take advantage of the same as income property. As such, the Trustee submits that it is appropriate to waive the provisions of Federal Rules of Bankruptcy Rule 6004(h).

25. The sale of the Property pursuant to this Motion is in the best interests of the estate and its creditors.

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

- A. Authorizing the sale of the Property on the terms and conditions set forth herein.
- B. Authorizing the sale of the Property free and clear of liens pursuant to 11 U.S.C. §363(f) with all liens attaching to proceeds.
- C. Authorizing the Trustee to (i) execute a Trustee's Deed and/or Trustee's Bill of Sale in conformance with the terms herein; (ii) pay the realtor pursuant to this Motion; and (iii) pay such other appropriate and necessary expenses of sale including all applicable real estate taxes without further order of this Court.
- D. Authorizing the Trustee to accept a back-up bidder.
- E. Granting such other relief as it finds just and equitable.

RAYMAN & KNIGHT
Attorneys for Trustee

Dated: ~~October~~ ^{Nov.} 3, 2015

By: 

Cody H. Knight (P64811)

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

BUY AND SELL AGREEMENT

48. **6. Home Sale Contingency.** The Buyer's obligation to consummate this transaction (check one):
 49. Is not contingent upon the sale or closing of any other property by Buyer.
 50. Is contingent upon the closing of a pending sale of Buyer's property located at _____
 51. _____ on or before _____. A copy of the Buyer's agreement to sell
 52. that property is being delivered to the Seller along with this offer.
 53. Is contingent upon the execution of a binding agreement and the closing of a sale of Buyer's property located at _____
 54. _____ on or before _____. Seller will
 55. have the right to continue to market Seller's property until Buyer enters into a binding agreement to sell Buyer's property and
 56. delivers a copy thereof to Seller. Said agreement can not be subject to the sale of another property, but can be subject to a pending
 57. sale. During such marketing period, Seller may enter into a binding agreement with another Buyer on such price and terms as the
 58. Seller deems appropriate, and in such event, this agreement will automatically terminate and Buyer's earnest money deposit will be
 59. promptly refunded.
 60. Is contingent on the terms of the attached Contingency Clause Addendum.
61. **7. Wood Destroying Insect Inspection.** The Seller agrees to have all structures on the property except _____
 62. _____, inspected for wood destroying insects and pay for the inspection. Seller shall provide the written report to the
 63. Buyer within _____ business days of acceptance of this agreement by Seller. If evidence of infestation is found and if treatment is
 64. recommended, Seller agrees to pay the cost of treatment by a licensed exterminator. Termite treatments shall include a one year
 65. warranty. Any and all warranty renewals shall be at the Buyer's expense.
66. **8. Inspections/Permits.**
 67. Buyer acknowledges that the REALTOR®/Broker has strongly recommended that Buyer obtain all inspections necessary to properly
 68. determine the condition of this property.
 69. No additional inspection requested, or This agreement is contingent upon inspection reports or permits, the result of
 70. which are to be satisfactory to the Buyer on the following items: (check applicable boxes) Home Inspection
 71. Well Water Quality Septic System Septic Permit Percolation Test/Soil Analysis DEQ Permits
 72. Water/Well Permit Easements Radon Zoning Determination Phase I Environmental Audit
 73. Other items for inspection/permit: _____
 74. _____
 75. _____
76. The above inspections shall be ordered by the Buyer, at the Buyer's expense. The Buyer must, by a written notice, either remove the
 77. inspection/permit contingencies or terminate this agreement within 15 business days of acceptance of this agreement by
 78. Seller. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall
 79. be deemed to have waived the contingencies and proceed to close this transaction. Any request by Buyer to modify this agreement
 80. based on the results of an inspection(s) shall terminate this agreement on the date indicated on line 77, unless: 1) the request is
 81. agreed to by Seller, in writing, by said date or 2) the Buyer proceeds to remove the inspection contingency, in writing, by said date.
 82. If requested by the Seller, the Buyer shall furnish copies of any written reports, permits, or permit denials to the Seller.
 83. If the Buyer or Seller requests the REALTOR®/Broker, or its agents, subagents, or the Seller to recommend inspectors, repairmen,
 84. and/or other professionals, the Buyer and Seller agree that the REALTOR®/Broker, or its agents, subagents, or the Seller shall not
 85. be liable for errors or omissions made by said inspectors, repairmen, and/or other professionals and that neither REALTOR®/Broker,
 86. or its agents, subagents, or the Seller, jointly or severally, shall have any responsibility for the performance of
 87. any repairs made pursuant to this Agreement. The Seller grants reasonable access to the property and any buildings thereon
 88. to permit the Buyer and Buyer's representatives to conduct the above inspections. Buyer is solely responsible for obtaining
 89. such inspection reports and estimates as they deem necessary.
90. **9. Lead-based Paint:** For residential property only (check one of the following):
 91. Seller represented that this residential property was built after January 1, 1978 and is exempt from the Federal regulation
 92. on lead-based paint disclosure.
 93. OR This property is residential and was or may have been built before 1978 as represented by the Seller. Buyer
 94. acknowledges that prior to signing this Buy and Sell Agreement, Buyer has received and reviewed a copy of the
 95. Lead-based Paint Seller's Disclosure Form completed by the Seller on _____
 96. Buyer shall have a _____ day opportunity after the date of this agreement to conduct an inspection or risk assessment
 97. (check one) of this property for the presence of lead-based paint and/or lead-based paint hazards. (Intact lead-based paint that is in
 98. good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more
 99. information. Federal regulations require up to a 10 day period or mutually agreed upon period of time.) The above risk assessment
 100. or inspection shall be ordered by and at the Buyer's expense and shall be performed by a certified inspector with a written report
 101. showing the results. The Buyer shall by written notice to the Seller, either accept the risk assessment or inspection as satisfactory, or
 102. if unsatisfactory, the Buyer has the option to terminate this agreement within the time period provided above. If the Buyer
 103. terminates this agreement, the Buyer shall provide to Seller a copy of the risk assessment or inspection report. In the event that the

 Buyer's Initials

 Seller's Initials

BUY AND SELL AGREEMENT

104. Buyer does not accept the results as satisfactory or terminates this agreement in writing within the time period stated above, the
105. Buyer shall be deemed to have accepted the results of the risk assessment or inspection and shall proceed to close this transaction.
106. OR Buyer, being fully informed, hereby waives their opportunity to conduct a risk assessment or inspection of the
107. property for the presence of lead-based paint and/or lead-based paint hazards.

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

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

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

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

148. 14. Other Provisions. _____
149. _____
150. _____
151. _____
152. _____
153. _____
154. Attachments and Addenda referenced here are part of this Agreement: _____
155. _____

 Buyer's Initials

 Seller's Initials

BUY AND SELL AGREEMENT

156. 15. Earnest Money. The Buyer hereby deposits \$ 1,000.00 in form of Check # 4440 with
157. escrowee, receipt of which is hereby acknowledged as earnest money
158. evidencing the Buyer's good faith to be held by said escrowee in trust and to apply on the purchase price. The Buyer agrees
159. to deposit an additional amount of \$ as earnest money on or before
160. 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
161. obtain a new mortgage or other contingencies specified herein which cannot be met, said deposit or deposits shall, upon
162. furnishing written proof said contingency cannot be met, be refunded to the Buyer. In the event the Buyer and Seller both claim the
163. earnest money deposit, the earnest money deposit shall remain in escrowee's trust account until a civil action has determined to
164. whom the deposit must be paid, or until the Buyer and Seller have agreed, in writing, to the disposition of the deposit or the
165. escrowee commences a civil action to interplead the earnest money deposit with the proper court pursuant to Rule 339.22313(6).
166. In the event Buyer shall fail or refuse to complete the sale on the terms herein set forth, then the Seller shall have one of the
167. following options: 1. Terminate this Agreement and authorize escrowee to retain entire earnest money deposit as liquidated damages
168. for the payment of expenses incurred related to this transaction, selling commissions and damages for Buyer's breach; or
169. 2. Proceed with any remedy available under the laws of the State of Michigan.
170. In the event that the Seller shall fail or refuse to complete the sale on the terms herein set forth, then the Buyer shall have one of the
171. following options: 1. Terminate this agreement and authorize the escrowee to return the earnest money to the Buyer for the Seller's
172. breach; or 2. Proceed with any remedy available under the laws of the State of Michigan.

173. 16. Special Assessments. All special assessments of public record at the time of closing shall be assumed by the Buyer.

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

185. 18. Land Division Act. (check one)

- 186. [] This property is platted and is not being divided.
187. [] This property is unplatted and is not a new division under the Land Division Act and the Seller owns no other contiguous,
188. unplatted land unless otherwise disclosed in writing. Seller is transferring to Buyer all available divisions, if any, under
189. Section 108 of the Land Division Act of 1967, but makes no representations as to the number. Buyer has not relied on any
190. information or opinions of the Broker(s), Salesperson(s) or Seller(s) on this matter.
191. [] This property is unplatted and is a new division under the Land Division Act and this agreement is subject to the attached
192. Land Division Addendum.

193. 19. Electronic Communications. The parties agree that the offer, any counteroffer, acceptance of any offer or counteroffer and any
194. other written notice or communication in connection with this transaction may be delivered or given by sending or transmitting it by
195. electronic mail or by fax. Any such communication shall be deemed delivered at the time it is sent or transmitted. The parties agree
196. that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or
197. initials were present in the documents in the handwriting of each party. Seller and Buyer agree that all communications can be made
198. or delivered to listing agent on behalf of the Seller at the fax number and/or the email address indicated on lines 235 and 236 and to
199. the Selling Agent on behalf of the Buyer at the fax number and/or the email address indicated on lines 215 and 216. Buyer
200. represents and warrants that an electronic mail address has been provided to the Selling Agent from which Buyer may receive
201. electronic mail. Either party shall provide the other with notice of any change of electronic mail addresses.

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

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

[Handwritten Signature] Buyer's Initials

[Handwritten Signature] Seller's Initials

BUY AND SELL AGREEMENT

208. 22. Buyer and Seller hereby acknowledge that they have read this agreement and have received a completed copy of this agreement including any of the Exhibits and Addenda referred to herein. All parties agree that time is of the very essence of every provision of this agreement. Unless previously withdrawn by the Buyer, the Seller must accept this offer in writing prior to October 18, 2015 at 12 (a.m., p.m., noon, midnight) or this offer shall terminate.

212. Date: 10/20/2015 Time: 12 (A.M., P.M.) [Signature] Buyer Signature

213. By: [Signature] REALTOR® Signature (616) 291-0711 Phone No. Peggy Franklin Printed

214. For: Shores of South Haven, Inc. Selling Office (269) 637-8555 Phone No. [Signature] Buyer Signature

215. Selling Agent Fax No.: (268) 637-8396 Lance Franklin Printed

216. Selling Agent Email Address: stephenearls@gmail.com

217. 23. Seller's Acceptance: As owners and Sellers of the property described herein, the undersigned accepts the above agreement except: ACCEPTED AS WRITTEN BUT WITH UNDERSTANDING THAT ACCEPTANCE IS SUBJECT TO BIRMINGHAM COUNTY APPROVAL.
218. - CLOSING TO BE AS SOON AS POSSIBLE ONCE ALL APPROVALS ARE RECEIVED AND CONTINGENCIES ARE REMOVED.
219. _____
220. _____
221. _____
222. _____
223. _____
224. _____
225. _____

226. and agrees to sell in accordance therewith. In the event of an exception, unless previously withdrawn by the Seller, the Buyer must accept this counter-offer in writing prior to _____ Date
227. at _____ (a.m., p.m., noon, midnight) or this counter-offer shall terminate.
228. _____

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

232. Date: _____ Time: _____ (A.M., P.M.) [Signature] Seller Signature

233. By: [Signature] REALTOR® Signature Phone No. YORK Enterprises Inc. Printed

234. For: _____ Listing Office Phone No. _____ Seller Signature

235. Listing Agent Fax No.: _____ Printed

236. Listing Agent Email Address: _____

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

240. Date: _____ Time: _____ (A.M., P.M.) _____ Buyer
241. By: _____ REALTOR® Signature _____ Buyer

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

243. Date: _____ Time: _____ (A.M., P.M.) _____ Seller
244. By: _____ REALTOR® Signature _____ Seller

Selling Office License #: _____ Listing Office License #: _____
Selling Agent License #: _____ Listing Agent License #: _____



BUYER AGENCY ADDENDUM TO BUY AND SELL AGREEMENT

1. In reference to Buy and Sell Agreement between Peggy Franklin, Lance Franklin the Buyer
2. and YORK Enterprises Inc. the Seller, with a referenced contract
3. date of October 20, 2015, covering the real property located at 515 Williams St #10,
4.

5. the undersigned Buyer and Seller further agree:

6. 1. AGENCY DISCLOSURE: The parties acknowledge that Shores of South Haven, Inc. (Selling Broker)
7. and Stephen Earls (Selling Agent) are agents for the Buyer and have a duty to
8. represent the Buyer's interest. The Selling Broker and Selling Agent are not agents for the Seller. If Seller is unrepresented by a
9. Listing Broker in this transaction, Seller acknowledges receipt of a separate Agency Disclosure Statement from Buyer's Agent as
10. required by law.

11. 2. COMPENSATION: On behalf of the Buyer, the Seller agrees to pay the Selling Broker a selling fee at the closing. The
12. fee shall be 3.000 % of the purchase price or \$ N/A, whichever is greater, as agreed to in writing between the
13. Buyer and the Selling Broker. The selling fee shall be credited by any amount paid by the Listing Broker to Selling Broker.
14. The Seller agrees that the selling fee has been included in the purchase price and will be distributed from the proceeds of the
15. transaction to the Selling Broker at the closing. The parties agree that payment of the selling fee shall not affect the agency
16. relationship as disclosed in paragraph 1 above.

17. 3. OTHER PROVISIONS:
18.
19.
20.
21.
22.
23.
24.

25. The above is acknowledged by the Buyer and Seller to be a definite part of the Buy and Sell Agreement. In the event there is a
26. conflict between the Buy and Sell Agreement and this Buyer Agency Addendum, this Buyer Agency Addendum shall prevail.

27. Date: 10/20/15 Time: 12 A.M. P.M.

28. By: Stephen Earls

29. REALTOR Stephen Earls

30. For: Shores of South Haven, Inc.

31. Selling Office

32. Date: Time: A.M. P.M.

33. By:

34. REALTOR

35. For:

36. Listing Office

Peggy Franklin
Buyer Peggy Franklin

Lance Franklin
Buyer Lance Franklin

Stephen Earls
Seller YORK Enterprises Inc.

Handwritten initials/signature



ADDENDUM TO BUY AND SELL AGREEMENT



Addendum # _____

- 1. In reference to Buy and Sell Agreement between Peggy Franklin, Lance Franklin the Buyer
- 2. and YORK Enterprises Inc. the Seller, with a referenced contract
- 3. date of October 20, 2015, covering the real property located at _____
- 4. 515 Williams St #10,
- 5. the undersigned Buyer and Seller further agree:
- 6. Sale to include all furnishings.
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____
- 20. _____
- 21. _____
- 22. _____

23. The above is acknowledged by the Buyer and Seller to be a definite part of the Buy and Sell Agreement. In the event there is a
24. conflict between the Buy and Sell Agreement and this Addendum to Buy and Sell Agreement, this Addendum to Buy and Sell
25. Agreement shall prevail.

26. Date: 10/20/15 Time: 12 A.M. P.M.
27. By: Stephen Earls
28. REALTOR Stephen Earls

Peggy Franklin
Buyer Peggy Franklin

29. For: Shores of South Haven, Inc.
30. Selling Office

Lance Franklin
Buyer Lance Franklin

31. Date: _____ Time: _____ A.M. P.M.

32. By: _____
33. REALTOR

Deborah Trustee
Seller YORK Enterprises Inc.

34. For: _____
35. Listing Office

Seller

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