UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

IN RE:

RONALD W. PAPKE,
d/b/a Paradise Auto Body,
and BONITA S. PAPKE,
Debtor(s)/

CASE NO.: 02-90351-jcs
Chapter 7

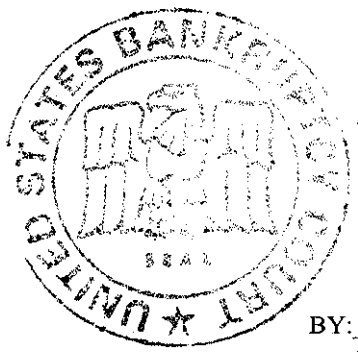
NOTICE TO CREDITORS AND OTHER PARTIES IN INTEREST

Notice is given that a Trustee's Notice of Intent to Sell Estate Asset at Public Auction has been filed by **the Chapter 7 Trustee** and, therefore, a hearing will be held before the Hon. Jo Ann C. Stevenson at the U.S. Bankruptcy Court, 202 West Washington St., Third Floor Courtroom, Marquette, MI, at **9:30 a.m. Eastern time** on **Wednesday, November 10, 2004** to consider and act upon the following matter:

TRUSTEE'S NOTICE OF INTENT TO SELL ESTATE ASSET AT PUBLIC AUCTION

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 obtained at the Clerk's office from the court files or docket.

Court's Notice returned to Darrell R. Dettmann, Chapter 7 Trustee, 148 W. Washington St., Marquette, MI 49855 for service upon matrix (10/18/04-cs.)



DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT

DATE: OCT 18 2004

BY: Colleen Schlumpf
Colleen Schlumpf, Deputy Clerk

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

IN RE:

PAPKE, RONALD W., Case No.: 02-90351
Chapter 7

Debtor(s).
_____/

TRUSTEE'S NOTICE OF INTENT TO SELL ESTATE ASSET AT PUBLIC AUCTION

PLEASE TAKE NOTICE that Darrell R. Dettmann, the duly appointed Chapter 7 Trustee in this matter states as follows:

1. The above referenced Debtors filed for relief under Chapter 7 of the Bankruptcy Code on or about May 21, 2002.

2. The Trustee intends to sell real property being described as follows:

> *Property located in the Township of Portage, County of Houghton, State of Michigan. The NW 1/4 of the SW1/4 of Section 16, T53N, R34W.*

3. The Trustee has received an offer for said real property from Michael A. Camilli of N7561 Lacombe Road, Munising, Michigan 49862 for Thirty-seven Thousand Five Hundred ($37,500.00) Dollars, and proposes to sell it to him for that amount. A copy of the Purchase Agreement is appended hereto as Exhibit "A".

4. This sale is subject to receipt of higher bids at the hearing set forth here. Any such bids shall be considered in increments of One Thousand ($1,000.00) Dollars, commencing at Thirty-eight Thousand Five Hundred ($38,500.00) Dollars. The successful bidder shall immediately tender a 10% earnest money

deposit.

5. The proposed purchaser is, upon information and belief, unrelated to the Debtor, creditors, and any other party in interest. The Trustee believes that the sale is in the best interest of and will be beneficial to the creditors of the bankrupt estate.

6. Such property shall be sold "AS IS, WHERE IS" without representation or warranty, expressed or implied, of any kind, nature or description, including, without limitation, any warranty of title or of merchantability, usability, or fitness for any particular purpose.

7. The sale shall be conducted pursuant to Section 363 of the Bankruptcy Code, and the property shall be sold free and clear of all liens and encumbrances. To the extent that any such liens or encumbrances exist, the same shall attach to the proceeds of the sale in their present order, rank, and priority.

8. The Trustee proposes to make the following distributions at closing, and any funds received over and above these disbursements shall be paid to the Trustee and retained by the Trustee until further Order of the Court, to wit; A.) The real estate commission of Steven's Realty and Consulting of ten percent (10%), together with closing costs, including any real property taxes; B.) Lien in favor of Superior National Bank in the approximate amount of Eighteen Thousand Three Hundred Sixty-four ($18,364.00) Dollars; C.) Debtor's claimed exemption of Six Thousand ($6,000.00) Dollars; together with the sum which is the

difference between the amount of the present mortgage indebtedness, and the amount which was owing on the date of filing in recognition of the Debtor's payments toward the principal indebtedness during the pendency of the Bankruptcy proceeding.

9. OBJECTIONS BY ANY CREDITOR OR OTHER PARTY IN INTEREST MUST BE FILED IN WRITING WITH THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF MICHIGAN, NORTHERN DIVISION, 202 WEST WASHINGTON STREET, P. O. BOX 909, MARQUETTE, MICHIGAN 49855, WITH COPIES OF SAME BEING MAILED TO TRUSTEE DARRELL R. DETTMANN, 148 W. WASHINGTON ST., MARQUETTE, MICHIGAN 49855. OBJECTIONS SHOULD BE FILED ON OR BEFORE THE DATE SET FORTH IN THE NOTICE OF HEARING APPENDED TO THIS DOCUMENT.

10. ANY PERSON WITH AN INTEREST IN SAID PROPERTY SHOULD CONTACT THE TRUSTEE AT (906) 228-7355. A HEARING WILL BE CONDUCTED ON A DATE SET FORTH IN THE NOTICE OF HEARING SET FORTH IN THE APPENDED NOTICE IN THE UNITED STATES BANKRUPTCY COURT, THIRD FLOOR, 202 WEST WASHINGTON STREET, MARQUETTE, MICHIGAN 49855, TO CONSIDER HIGHER BIDS, CONFIRMATION OF THE PROPOSED SALE, AND ANY OBJECTIONS THERETO.

Dated: October 12, 2004

DARRELL R. DETTMANN
Chapter 7 Trustee
Swanson & Dettmann, P.C.
148 W. Washington Street
Marquette, MI 49855
(906) 228-7355

PURCHASE AGREEMENT

Selling Office Stevens Realty Realtor, Patty Stevens Date 10-6-04
Listing Office Stevens Realty Realtor Patty Stevens Time _____ a.m. / p.m.
Buyer(s) Michael A. Camilli (a married man)

1. PROPERTY DESCRIPTION: MLS # N/A Buyer agrees to buy from Seller the property located at 17474 Valley Rd (street address) Portage Township (city or township) Houghton (county) Michigan (State of Michigan)
legally described as: The NW 1/4 of the SW 1/4 Of Sec 16,T53N R34W
The property is purchased subject to zoning ordinances and building codes, and to restrictions, reservations, exceptions, and easements of record. **subject to final title work.**
2. PURCHASE PRICE shall be $37,500.00 and this offer is ☐ / is not ☒ contingent on the sale of another property.
3. METHOD OF PAYMENT **All funds for closing must be paid by cash, certified check, cashiers check, or money order. The sale will be completed by the following method:**
(X) CASH Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
( ) NEW MORTGAGE The full purchase price upon execution and delivery of Warranty Deed conveying marketable title, subject to Buyer's ability to obtain a written _____ mortgage commitment with contingencies, in the amount of $ _____ within _____ days from signed acceptance by Buyer and Seller. Buyer agrees to seek mortgage commitment in good faith and accept promptly if tendered. If Buyer fails to deliver to Seller evidence of a final loan approval before _____ days of acceptance, Seller may cancel this contract.
( ) LAND CONTRACT Buyer will pay $ _____ down payment upon Buyer and Seller signing a land contract. (Form 5050 or comparable land contract.) Buyer will pay monthly installments (principal and interest) of $ _____ or more, including annual interest of _____%. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing. Escrow Set Up Fee to be paid by _____. Monthly collection fee to be paid by _____. Deed to be held in escrow at a mutually agreed upon location.
4. EVIDENCE OF TITLE Seller shall provide to Buyer, at Seller's expense:
( ) An Abstract Certified to date or equivalent credit toward an Owner's Policy of Title Insurance. (if Title Insurance is required by lender).
(X) An Owner's Policy of Title Insurance in the amount of the sales price.
5. CLOSING DATE Sale to close within 30 days after signed acceptance by Buyer and Seller and Federal Court Approval.
6. OCCUPANCY Seller will give occupancy as follows:
(X) Immediately after closing.
( ) Within _____ days after 6:00 pm. From the day after closing through the date of vacating, Seller will pay Buyer $ _____ per day as an occupancy charge plus utilities. At closing Seller will give $ _____ to Listing Broker as escrowed rent. The Listing Broker will use this money for the occupancy charge and then reimburse Seller for any unused days. Buyer shall assume all cost of loss or damage not caused by acts of the Seller from the date of closing
If tenants occupy the property, then: ( ) Seller will vacate the tenants before closing.
( ) Buyer will assume responsibility for the tenants.
7. PROPERTY INSPECTION Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.
( ) This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than _____ days of signed acceptance. If Buyer is not reasonably satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this Contract shall terminate, and any deposit shall be refunded to Buyer. Without said notice the conditions of this paragraph shall be deemed removed and waived by purchaser.
(X) Buyer acknowledges that the salesperson has recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property.
8. ATTORNEY RECOMMENDED Buyer acknowledges that the salesperson has recommended that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been met.
9. SELLER'S DISCLOSURE STATEMENT has been acknowledged by the Buyer on N/A. If not acknowledged by Buyer, this sale is contingent upon Buyer acknowledging a signed Seller's Disclosure Statement within N/A days of Seller's acceptance.
10. LEAD BASED PAINT Disclosure has been acknowledged by Buyer on xxxxxxxxxxxxxxxxxxxxxxxx. Not applicable X.
11. AGENCY DISCLOSURE Buyer and Seller agree and understand that Selling Agent is an Agent of The Seller. Agency Disclosure form has been signed by Buyer on 10-6-04. If Broker/Realtor is acting as a Dual Agent in this sale, this offer is contingent upon Buyer and Seller signing attached Dual Agency Agreement in regard to this sale before acceptance.
12. DEPOSIT Buyer deposits $ N/A showing good faith. Buyer agrees to make an additional earnest money deposit of $ 500.00*' upon receipt of Seller's acceptance of this offer. This money, which will be applied to the sales price, will be deposited in the Selling Broker's trust account. If the conditions in this contract cannot be met, Seller authorizes the Selling Broker to refund the deposit.
13. DEFAULT If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.
14. OTHER CONDITIONS
Sale is Contingent upon US Bankruptcy Court Approval and Procedure. Sale shall be noticed for November 10, 2004 Docket and sale in open court.

Buyer reserves the right to allocate purchase price for land and timber and seller shall provide bill of sale if needed, and proper sale amount on deed from Trustee.
*Note - Earnest money deposit shall be sent by regular US mail upon acceptance.
15. This offer will expire unless responded to in writing on or before (date) October 7, 2004 (am) _____ (pm) 5:00
16. BUYER'S RECEIPT Buyer has received a copy of this contract. **IT IS ACKNOWLEDGED THAT "GENERAL CONDITIONS" ON REVERSE SIDE HAVE BEEN READ.**
DEPOSIT RECEIPT The selling broker has received from Buyer the deposit in the form of _____, by _____.
BUYER(S) SIGNATURE(S)

See Attached ★ Signature: _____ Date: _____
Print Name: Michael A. Camilli Home Ph: (906)892-8678
Work Ph:

PURCHASE AGREEMENT

Selling Office: Stevens Realty — Realtor: Patty Stevens — Date: 10 6 04
Listing Office: Stevens Realty — Realtor: Patty Stevens — Time: _____ a.m./p.m.
Buyer(s): Michael A. Cavilli (a married man)

1. PROPERTY DESCRIPTION: MLS # N/A Buyer agrees to buy from Seller the property located at 17474 Valley Rd (street address) Portage Township (city or township) Houghton (county) Michigan (state of Michigan)
legally described as: The NW 1/4 of the SW 1/4 OF Sec 16,T53N R34W (subject to final title work.)
The property is purchased subject to zoning ordinances and building codes, and to restrictions, reservations, exceptions, and easements of record
2. PURCHASE PRICE shall be $37,500.00 and this offer is ( ) not (X) contingent on the sale of another property
3. METHOD OF PAYMENT All funds for closing must be paid by cash, certified check, cashiers check, or money order. The sale will be completed by the following method:
(X) CASH Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title.
( ) NEW MORTGAGE The full purchase price upon execution and delivery of Warranty Deed conveying marketable title, subject to Buyer's ability to obtain a written _____ mortgage commitment with contingencies, in the amount of $ _____ within _____ days from signed acceptance by Buyer and Seller. Buyer agrees to seek mortgage commitment in good faith and accept promptly if tendered. If Buyer fails to deliver to Seller evidence of a final loan approval before _____ days of acceptance, Seller may cancel this contract.
( ) LAND CONTRACT Buyer will pay $ _____ down payment upon Buyer and Seller signing a land contract (Form 5050 or comparable land contract.) Buyer will pay monthly instalments (principal and interest) of $ _____ or more, including annual interest of _____%. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing. Escrow Set Up Fee to be paid by _____. Monthly collection fee to be paid by _____. Deed to be held in escrow at a mutually agreed upon location
4. EVIDENCE OF TITLE Seller shall provide to Buyer, at Seller's expense:
( ) An Abstract Certified to date or equivalent credit toward an Owner's Policy of Title Insurance (if Title Insurance is required by lender)
(X) An Owner's Policy of Title Insurance in the amount of the sales price.
5. CLOSING DATE Sale to close within 30 days after signed acceptance by Buyer and Seller. and Federal Court Approval.
6. OCCUPANCY Seller will give occupancy as follows:
(X) Immediately after closing.
( ) Within _____ days after 5:00 p.m. From the day after closing through the date of vacating. Seller will pay Buyer $ _____ per day as an occupancy charge plus utilities. At closing Seller will give $ _____ to Listing Broker as escrowee fee. The Listing Broker will use this money for the occupancy charge and then reimburse Seller for any unused days. Buyer shall assume all cost of loss or damage not caused by acts of the Seller from the date of closing.
If tenants occupy the property, then: ( ) Seller will vacate the tenants before closing
( ) Buyer will assume responsibility for the tenants.
7. PROPERTY INSPECTION Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.
( ) This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, by a licensed contractor and/or inspector of Buyer's choice no later than _____ days of signed acceptance. If Buyer is not reasonably satisfied with the results of the inspection, upon written notice from Buyer to Seller within the period, this Contract shall terminate, and any deposit shall be refunded to Buyer. Without said notice the conditions of this paragraph shall be deemed removed and waived by purchaser.
(X) Buyer acknowledges that the salesperson has recommended that Buyer obtain an inspection of the property by a licensed contractor and/or an inspector. Buyer does not desire to obtain an inspection of the property
8. ATTORNEY RECOMMENDED Buyer acknowledges that the salesperson has recommended that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been met.
9. SELLER'S DISCLOSURE STATEMENT has been acknowledged by the Buyer on N/A. If not acknowledged by Buyer, this sale is contingent upon Buyer acknowledging a signed Seller's Disclosure Statement within N/A days of Seller's acceptance.
10. LEAD BASED PAINT Disclosure has been acknowledged by Buyer on XXXXXXXXXXXXXXXXXXXXXX. Not applicable X
11. AGENCY DISCLOSURE Buyer and Seller agree and understand that Selling Agent is an Agent of The Seller. Agency Disclosure form has been signed by Buyer on 10-6-04 (month). If Broker/Realtor is acting as a Dual Agent in this sale, this offer is contingent upon Buyer and Seller signing attached Dual Agency Agreement in regard to this sale before acceptance.
12. DEPOSIT Buyer deposits $ N/A showing good faith. Buyer agrees to make an additional earnest money deposit of $ 500.00* upon receipt of Seller's acceptance of this offer. This money, which will be applied to the sales price, will be deposited in the Selling Broker's trust account. If the conditions in this contract cannot be met, Seller authorizes the Selling Broker to refund the deposit.
13. DEFAULT If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies.
14. OTHER CONDITIONS
Sale is Confirmed upon US Bankruptcy Court Approval and Procedure. Sale shall be noticed for November 10, 2004 docket and sale in open court.

Buyer reserves the right to allocate purchase price for land and timber and seller shall provide bill of sale if needed, and proper sale amount on deed from Trustee.
*Note - Earnest money deposit shall be sent by regular US mail upon acceptance.
15. This offer will expire unless responded to in writing on or before (date) October 7, 2004 (am) (pm) 5:00
16. BUYER'S RECEIPT Buyer has received a copy of this contract. IT IS ACKNOWLEDGED THAT "GENERAL CONDITIONS" ON REVERSE SIDE HAVE BEEN READ.
DEPOSIT RECEIPT The selling broker has received from Buyer the deposit in the form of _____ by _____
BUYER(S) SIGNATURE(S)

Signature: _____ Date: _____
Print Name: Michael A. Cavilli Home Ph: (906)892-8678
Work Ph: _____
Signature: _____ Date: _____
Print Name: _____ Home Ph: _____
Work Ph: _____
Buyer's Address: N7561 Lacombe Rd, Munising MI 49862

17. SELLER'S ACCEPTANCE Seller accepts the contract as written or with the following changes _____

This offer shall expire unless a copy with the Buyer's written acceptance is delivered to the Seller(s) or their agent by _____ (date) (am) (pm)
Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counter offer. Acceptance shall not be effective until received personally by Listing agent.
SELLER'S RECEIPT Seller has received a copy of this contract. IT IS ACKNOWLEDGED THAT "GENERAL CONDITIONS" ON REVERSE SIDE HAVE BEEN READ.
SELLER(S) SIGNATURE(S)

Signature: _____ Date: _____
Print Name: _____ Home Ph: _____
Work Ph: _____
Signature: _____ Date: _____
Print Name: _____ Home Ph: _____
Work Ph: _____
SELLER'S Address: _____

18. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES Buyer has received Seller's acceptance of the contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: _____ Date: _____
Signature: _____ Date: _____
DEPOSIT RECEIPT The Selling Broker has received from Buyer the deposit in the form of _____ by _____

19. SELLER'S RECEIPT OF BUYER'S ACCEPTANCE Seller has received Buyer's acceptance of changes in this contract

Signature: _____ Date: _____
Signature: _____ Date: _____

Fax signature

Signature: _____ Date: _____
Print Name: _____ Home Ph: _____
Work Ph: _____
Buyer's Address: N7561 Lacombe Rd, Munising MI 49862

17. SELLER'S ACCEPTANCE Seller accepts this contract as written or with the following changes: _____

Accepted as Written

This offer shall expire unless a copy with the Buyer's written acceptance is delivered to the Seller(s) or their agent by _____ (date) (am) (pm)

Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this counter offer. Acceptance shall not be effective until received personally by listing agent.

SELLER'S RECEIPT Seller has received a copy of this contract. **IT IS ACKNOWLEDGED THAT "GENERAL CONDITIONS" ON REVERSE SIDE HAVE BEEN READ.**

SELLER(S) SIGNATURE(S)

X Signature: _____ Date: ~~10-6-04~~ 10-14-04
Print Name: Darrell R. Dettmann Trustee Home Ph: _____
Work Ph: _____
Signature: _____ Date: _____
Print Name: _____ Home Ph: _____
Work Ph: _____
SELLER'S Address: _____

18. BUYER'S RECEIPT AND ACCEPTANCE OF CHANGES Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written and all unchanged items.

Signature: _____ Date: _____

Signature: _____ Date: _____

DEPOSIT RECEIPT The Selling Broker has received from Buyer the deposit in the form of _____, by _____

19. SELLER'S RECEIPT OF BUYER'S ACCEPTANCE Seller has received Buyer's acceptance of changes in this contract.

Signature: _____ Date: _____

Signature: _____ Date: _____