

Form JDG11 (03/15)

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

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

Laverne J. Deleeuw
6596 W. Mill Run
Caledonia, MI 49316
SSN: xxx-xx-5357
Rita L. Lipscomb
6596 W. Mill Run
Caledonia, MI 49316
SSN: xxx-xx-0188

Debtors

Case Number 16-01863-jwb
Chapter 7
Honorable James W. Boyd

NOTICE TO PARTIES IN INTEREST OF HEARING

YOU ARE HEREBY NOTIFIED that a hearing will be held at the United States Bankruptcy Court, One Division Ave., N., 3rd Floor, Courtroom B, Grand Rapids, MI 49503 on **May 9, 2019** at **09:00 AM** to consider and act upon the following matter:

Trustee's Motion to Approve Sale of Real Estate (DN 54)

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: April 8, 2019

/s/ _____
J. Koerth
Deputy Clerk

A copy of this notice returned to Andrew J. Gerdes, Esq. on April 8, 2019 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>

² Aliases for Joint Debtor Rita L. Lipscomb : aka Rita L. Rogers

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In Re:

**LAVERNE J. DELEEUEW and
RITA L. LIPSCOMB,**

Case No. BG 16-01863
Chapter 7; Filed: 4/5/16
Hon. James W. Boyd

Debtors.

MOTION TO APPROVE SALE OF REAL PROPERTY

Chapter 7 Trustee Marcia R. Meoli, by and through her attorneys, Andrew J. Gerdes, PLC, states as her Motion to Approve Sale of Real Property the following:

1. Rita L. Lipscomb (“Debtor”) and her husband Laverne J. DeLeeuw filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on April 5, 2016.

2. Marcia R. Meoli is the duly-appointed, qualified and acting Trustee in this Chapter 7 case.

3. Included among the assets of this bankruptcy estate is an interest in certain real property located in the City of Wyoming, County of Kent, and State of Michigan, commonly known as 301 Holly Ct., Wyoming, Michigan 49548 (the “Property”). The Property is legally described as:

Lot 34 of Highland Park according to the recorded plat thereof
recorded in Liber 30 of Plats, Page 4 of Kent County Records

Permanent Parcel ID # 41-17-25-402-042

4. Upon information and belief, title to the Property is held equally by the Debtor’s bankruptcy estate and co-owner Robert G. Lipscomb, Jr. (the “Co-Owner”). The Trustee has obtained permission from this Court to sell both the estate’s and the Co-Owner’s interests in the Property pursuant to 11 U.S.C. § 363(h).

5. The Trustee has received an offer to purchase the Property from Judith and David Baker. Upon information and belief, Judith and David Baker are not related to the Trustee or her counsel, the Bankruptcy Judge who might approve such sale, nor any person affiliated with the Office of the United States Trustee.

6. The full terms of the offer are contained in the Purchase Agreement attached as Exhibit A. In summary, the terms of the offer are as follows:

a. **Property.** The subject of the proposed sale is the real property commonly known as 301 Holly Ct., Wyoming, Michigan 49548.

b. **Purchaser.** The proposed purchaser of the Property is Judith and David Baker (the "Purchaser").

c. **Price.** The sale price is a cash price of \$30,000.00.

d. **Proceeds.** The proceeds shall be distributed between the Trustee and Adventure Credit Union f/k/a/ Option 1 Credit Union (the "Credit Union") pursuant to their Settlement Agreement which was previously approved by this Court. A copy of the Settlement Agreement and this Court's order approving same are attached as collective Exhibit B.

7. The Property is currently subject to a mortgage held by the Credit Union which will be released at the closing in accordance with the Settlement Agreement. The Trustee is not aware of any other interests, liens or encumbrances on the Property.

8. The proceeds of the sale will be distributed in the following order:

a. Payment of the prorated property taxes owed on the Property;

b. Realtor's commission of 7%;

c. Realtor's administrative fee of \$195.00;

d. Standard closing and recording costs attributable to the seller; and

e. The balance to the Trustee and the Credit Union pursuant to the Settlement Agreement.

9. The Trustee is seeking approval of this offer and sale free and clear from all liens, interests or claims in accordance with 11 U.S.C. § 363(f) except for any claims for back real estate taxes or other liens or assessments directly related to the Property itself as identified in Paragraph 3 above. The sale will be subject to any such claims arising out of or asserted against the Property itself. Any other party holding a lien, interest or claim against the Property shall have such lien, interest or claim terminated and removed from the Property, and it shall attach to the proceeds with the same validity, rank and priority as such lien, interest or claim has with regard to the Property. Further, the Property shall be sold on an “as is” and “where is” basis. No warranty whatsoever is being made as to the usability, fitness for a particular purpose, zoning, suitability, inhabitability, environmental quality, chain of title, or any other matter. The Trustee is specifically making no warranties or representations whatsoever regarding this Property. The identified Purchaser, or any other proposed purchasers, are entirely responsible for viewing the Property, determining its suitability and value, and calculating its or their bid.

10. This sale shall be subject to the approval of the United States Bankruptcy Court for the Western District of Michigan. The Trustee requests the 14-day appeal period on an order approving this Motion and sale be waived to be able to close as soon as possible to avoid the risk of losing the Purchaser and the consummation of this sale, which would be highly prejudicial to the creditors of this estate. Upon approval of this Motion and sale, a closing date shall be held as soon as possible and be determined by the Trustee and Purchaser and/or successful high bidder, and may be extended only in writing by the mutual agreement of the Purchaser and/or successful high bidder, and the Trustee.

11. If approved, all costs and expenses incurred by the Trustee, including all administrative and legal expenses of the bankruptcy estate relating to the sale of this Property as

well as the statutory commission and all other expenses of the sale shall be charged against the sale proceeds being paid to the estate. Such expenses shall be a first claim against the sale proceeds in accordance with 11 U.S.C. § 506(c).

12. The Trustee believes that approval of this Motion and sale as outlined above is in the best interests of the estate and that it should be approved. Upon information and belief, the Property is inhabited by persons who may claim to be residing under the authority of the Co-Owner but who may not have a lease. The Property is also in need of repairs. The Purchaser is willing to take the Property subject to these conditions and risks.

13. The Trustee requests that the Court schedule a hearing on this Motion (the “Notice of Hearing”) at which time any competing bids may be considered and the Motion approved.

14. Any objections to this Motion must be made in writing, and shall be filed with the U.S. Bankruptcy Court for the Western District of Michigan, One Division Avenue North, Room 200, Grand Rapids, Michigan 49503, with a copy served upon counsel for the Chapter 7 Trustee, Andrew J. Gerdes, Andrew J. Gerdes, PLC, 416 N. Homer St., Suite 101, Lansing, Michigan 48912. Any objections must be filed and served at least three (3) days before the hearing.

15. The Trustee further requests that this Motion and the Notice of Hearing be noticed out to the Court’s Buyers List for review, consideration and possible further bids.

16. The Trustee shall solicit and accept additional bids on the Property at the hearing. Any other interested potential purchasers must contact the Trustee or her attorney at last one (1) day before the hearing set by the Notice of Hearing. Any additional bids must be cash bids, on these same terms, with the first successive bid to be in the amount of at least \$31,500.00 and subsequent bids to be in increments as set in the discretion of the Trustee. No other offer on any

other terms shall be considered. The winning bidder (other than the Purchaser) must pay the Trustee a deposit of 25% of the winning bid immediately after the hearing approving the sale to such bidder, which shall be forfeited if the winning bidder fails to close the sale. The Trustee shall have the discretion to determine what constitutes the highest and best offer for the Property. The Trustee may accept one or more backup bids for the Property if the winning bidder fails to timely close the transaction.

WHEREFORE, Trustee Marcia R. Meoli requests the Court enter an Order granting the following relief:

A. Authorize Chapter 7 Trustee Marcia R. Meoli to sell the Property free and clear of all non-property related liens, interests or claims as outlined above; and

B. Grant such other, further or different relief as may be just and equitable under the circumstances.

Respectfully submitted,

ANDREW J. GERDES, PLC
Attorneys for Marcia R. Meoli, Trustee

Dated: April 5, 2019

By: /s/ Andrew J. Gerdes
Andrew J. Gerdes (P47593)
Business Address:
416 N. Homer St., Suite 101
Lansing, MI 48912
(517) 853-1300
agerdes@capitalbankruptcy.net

WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 04/01/2019 (time) MLS #

SELLING OFFICE: WEICHERT REALTORS PLATINUM GROUP BROKER LIC.#: 6505318638 REALTOR@ PHONE: 6163012550

LISTING OFFICE: WEICHERT REALTORS PLATINUM GROUP REALTOR@ PHONE: 6163012550

1. Effective Date: This Agreement is effective on the date of Seller's acceptance of Buyer's offer or Buyer's acceptance of any counteroffer, as the case may be, and this date shall hereafter be referred to as the "Effective Date".

2. Agency Disclosure: The Undersigned Buyer and Seller each acknowledge that they have read and signed the Disclosure Regarding Real Estate Agency Relationships. The selling licensee is acting as (check one):

- Agent/Subagent of the Seller
Buyer's Agent
Dual Agent (with written, informed consent of both Buyer and Seller)
Transaction Coordinator

Primary Selling Agent Name: CRAIG VANASSEN Email: vanassen@grar.com Lic.#: 6501175058

Alternate Selling Agent Name: Email: Lic.#:

3. Seller's Disclosure Statement: (This paragraph applies to sales of one-to-four family residential units.)
Buyer has received Seller's Disclosure Statement, dated
Buyer has not received Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement.

N/A

4. Lead-Based Paint Addendum: Transactions involving homes built prior to 1978 require a written disclosure which is hereby attached and will be an integral part of this Agreement.

5. Property Description: Buyer offers to buy the property located in the City of Kent, Wyoming, 301 Holly St SW, St./Ave., 49548 Zip Code, with the following legal or tax description:

LOT 34. HOLLYWOOD PARK

PP# 41-17-25-402-042

The following paragraph applies only if the Premises include unplatted land: Seller agrees to grant Buyer at closing the right to make (insert number) division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act.

6. Purchase Price: Buyer offers to buy the Property for the sum of \$ 30000 THIRTY THOUSAND DOLLARS --- U.S. Dollars

7. Seller Concessions, if any: 0

8. Terms: The Terms of Purchase will be as indicated by "X" below: (Other unmarked terms of purchase do not apply.) SOURCE OF FUNDS TO CLOSE: Buyer represents that the funds necessary to close this transaction on the terms specified below are currently available to Buyer in cash or an equally liquid equivalent.

If the Property's value stated in an appraisal obtained by Buyer or Buyer's lender is less than the Purchase Price, Buyer shall within three (3) days after receipt of the appraisal: 1) renegotiate with the Seller, 2) terminate the transaction, in which case Buyer shall receive a refund of Buyer's Good-Faith Deposit, or 3) proceed to close the transaction at the agreed Purchase Price.

CASH. The full Purchase Price upon execution and delivery of Warranty Deed. Buyer Agrees to provide Buyer Agent/Dual Agent verification of funds within five (5) days after the Effective Date, and consents to the disclosure of such information to Seller and/or Seller's Agent.

NEW MORTGAGE. The full Purchase Price upon execution and delivery of Warranty Deed, contingent upon Buyer's ability to obtain a type (year) mortgage in the amount of % of the Purchase Price bearing interest at a rate not to exceed % per annum (rate at time of loan application), on or before the date the sale is to be closed.

Buyer's Agent/Dual Agent to obtain information from Buyer's lender regarding Buyer's financing, and consents to the disclosure of this information to Seller and/or Seller's Agent. Exceptions:

SELLER FINANCING (check one of the following): CONTRACT or PURCHASE MONEY MORTGAGE

In the case of Seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report.

\$ _____ upon execution and delivery of a _____ form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$ _____ will be payable in monthly installments of \$ _____ or more including interest at _____ % per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire unpaid balance will become due and payable _____ months after closing. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

EQUITY (check one of the following): Formal Assumption or Informal Assumption. Upon execution and delivery of: Warranty Deed subject to existing mortgage OR Assignment of Vendee Interest in Land Contract, Buyer to pay the difference (approximately \$ _____) between the Purchase Price above provided and the unpaid balance (approximately \$ _____) upon said mortgage or land contract, which Buyer agrees to assume and pay. Buyer agrees to reimburse Seller for accumulated funds held in escrow, if any, for payment of future taxes and insurance premiums, etc. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement. Exceptions:

OTHER:

9. Contingencies: The Buyer's obligation to consummate this transaction (check one):

IS NOT CONTINGENT - is not contingent upon the sale or exchange of any other property by Buyer.

IS CONTINGENT UPON CLOSING - is contingent upon closing of a sale or exchange of Buyer's property located at: _____ on or before _____.

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer.

IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at _____ on or before _____. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding agreement to sell or exchange Buyer's property and delivers a copy thereof to Seller. During such marketing period, Seller may enter into a binding contract for sale to another purchaser on such price and terms as the Seller deems appropriate. In such event, this Agreement will automatically terminate, Buyer will be notified promptly, and Buyer's deposit will be refunded. Exceptions:

10. Fixtures & Improvements: The following is not intended to be an all-inclusive list of items included with the Property. All improvements and appurtenances are included in the Purchase Price, if now in or on the Property, including the following: all buildings; landscaping; attached smart home devices; lighting fixtures and their shades and bulbs; ceiling fans; hardware for draperies and curtains; window shades and blinds; built-in kitchen appliances, including garbage disposal and drop-in ranges; wall to wall carpeting, if attached; all attached mirrors; all attached TV mounting brackets; all attached shelving; attached work benches; stationary laundry tubs; water softener (unless rented); water heater; incinerator; sump pump; water pump and pressure tank; heating and air conditioning equipment (window units excluded); attached humidifiers; heating units, including add-on heating stoves and heating stoves connected by flue pipe; fireplace screens, inserts, and grates; fireplace doors, if attached; liquid heating and cooking fuel tanks if owned by Seller; TV antenna and complete rotor equipment; satellite dish and necessary accessories and complete rotor equipment; all support equipment for inground pools; screens and storm windows and doors; awnings; installed basketball backboard, pole and goal; mailbox; flagpole(s); fencing, invisible inground fencing and all related equipment, including collars; detached storage buildings; underground sprinkling, including the pump; installed outdoor grills; all plantings and bulbs; garage door opener and control(s); and any and all items and fixtures permanently affixed to the Property; and also includes:

but does not include:

301 Holly St SW, WYOMING, MI 49548
Subject Property Address/Description

04/01/2019

Date Time

11. **Heating and Cooking Fuels:** Liquid heating and cooking fuels in tanks are included in the sale and will transfer to Buyer at time of possession unless usage is metered (in which case it is not included in the sale). Sellers are responsible for maintaining heating and cooking liquid fuels at an operational level and shall not permit fuels to fall below 10% in the tank(s) at the time of possession, except that the tank(s) may be empty only if now empty. Further, the Seller is precluded from removing fuel from tank(s) other than what is expended through normal use. Exceptions:

12. **Assessments (choose one):**
If the Property is subject to any assessments

- Seller shall pay the entire balance of any such assessments that are due and payable on or before the day of closing (regardless of any installment arrangements), except for any fees that are required to connect to public utilities.
- Seller shall pay all installments of such assessments that become due and payable on or before day of closing. Buyer shall assume and pay all other installments of such assessments.

13. **Property Taxes:** Seller will be responsible for any taxes billed prior to those addressed below. Buyer will be responsible for all taxes billed after those addressed below.

Buyer is also advised that the state equalized value of the Property, principal residence exemption information and other real property tax information is available from the appropriate local assessor's office. Buyer should not assume that Buyer's future tax bills on the Property will be the same as the Seller's present tax bills. Under Michigan law, real property tax obligations can change significantly when property is transferred.

- No proration. (Choose one):
 - Buyer Seller will pay taxes billed summer _____ (year);
 - Buyer Seller will pay taxes billed winter _____ (year);
- Calendar Year Proration (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying for January 1 through the day before closing.
- Fiscal Year Proration - Taxes will be prorated as though they are paid in (choose one): advance. arrears. Fiscal Year will be assumed to cover a 12-month period from date billed, and taxes will be prorated to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the taxable value and millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and prorated to the date of closing with Seller paying through the day before closing.

Exceptions:

14. **Well/Septic:** Within ten (10) days after the Effective Date, the Seller will arrange for, at Seller's expense, an inspection of the primary well used for human consumption (including a water quality test for coliform bacteria and nitrates) and septic systems in use on the Property. The inspection will be performed by a qualified inspector in a manner that meets county (or other local governmental authority, if applicable) protocol. Seller will also follow any governmental rules regarding pumping of tanks.

Where no county or government protocol is in place, Seller will arrange for, at Seller's expense, well and septic inspections (as referenced above) by a qualified inspector and Seller will have the septic tank(s) pumped at Seller's expense.

If any report discloses a condition unsatisfactory to Buyer, or doesn't meet county standards that are a condition of sale, Buyer may, within three (3) days after Buyer has received the report, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the well/septic as-is. Seller will respond in writing within three (3) days to Buyer's request. If Seller fails to respond or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer will have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

15. **Inspections & Investigations:**

Inspections: Buyer, or someone selected by Buyer, has the right to inspect the buildings, premises, components and systems, at Buyer's expense. Any damage, misuse, abuse, or neglect of any portion of the Property or premises as a result of inspections will be Buyer's responsibility and expense. **In the event of VA financing, Seller will pay for the inspection for termites and other wood destroying insects.**

Investigations: It is Buyer's responsibility to investigate (i) whether the Property complies with applicable codes and local ordinances and whether the Property is zoned for Buyer's intended use; (ii) whether Buyer can obtain a homeowner's insurance policy for the Property at price and terms acceptable to Buyer; (iii) and whether or not the Property is in a flood zone.

All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to

301 Holly St SW, WYOMING, MI 49548

Subject Property Address/Description

04/01/2019

Date Time

Buyer's Initials
04/01/19 2:52 PM EDT
04/01/19 2:54 PM EDT
dotloop verified

Seller's Initials
04/02/19 8:55 AM EDT
dotloop verified

correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Property as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and receive a refund of any applicable good-faith deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Inspections & Investigations and will proceed to closing according to the terms and conditions of this Agreement.

Buyer has waived all rights under this Inspections & Investigations paragraph.

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

17. **Title Insurance:** Seller agrees to convey marketable title to the Property subject to conditions, limitations, reservation of oil, gas and other mineral rights, existing zoning ordinances, and building and use restrictions and easements of record. An **expanded coverage** ALTA Homeowner's Policy of Title Insurance in the amount of the Purchase Price shall be ordered by Seller and furnished to Buyer at Seller's expense, and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, will be made available to Buyer within **ten (10) days** after the Effective Date. If Buyer so chooses, or if an expanded policy is not applicable, then a **standard** ALTA Owners' Policy of Title Insurance shall be provided.

If Buyer objects to any conditions, Buyer may, within three (3) days of receipt of the Title Commitment, by written notice to Seller, either terminate this Agreement and receive a refund of Buyer's good-faith deposit, or make a written proposal to Seller to correct those unsatisfactory conditions. If Buyer fails to make a written proposal within the above referenced time period, then Buyer will be deemed to have accepted the Title Commitment as-is. Seller may negotiate with Buyer, or by written notice to Buyer, accept Buyer's proposal or terminate this Agreement. If Seller fails to respond, or to arrive at a mutually agreeable resolution within three (3) days after Seller's receipt of Buyer's proposal, Buyer shall have three (3) days to provide written notice of termination of this Agreement and shall receive a refund of any applicable good-faith deposit. If Buyer fails to terminate this Agreement within said three (3) day period, Buyer will be deemed to accept the Title Commitment as-is and will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

[Empty rectangular box for exceptions to Title Insurance]

18. **Property Survey:** Broker advises that Buyer should have a survey performed to satisfy Buyer as to the boundaries of the Property and the location of improvements thereon.

Buyer Seller (check one) shall obtain and pay for a boundary survey, certified to Buyer, with iron corner stakes and with improvements and easements located on a map of survey.

No survey.

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

Exceptions:

[Empty rectangular box for exceptions to Property Survey]

19. **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. Such plans may provide additional protection and benefit to the parties. Exceptions:

[Empty rectangular box for exceptions to Home Protection Plan]

20. **Prorations:** Rent; association dues/fees, if any; insurance, if assigned; interest on any existing land contract, mortgage or lien assumed by Buyer; will all be adjusted to the date of closing.

21. **Closing:** If agreeable to both parties, the sale will be closed as soon as closing documents are ready, but not later than 05/31/2019. An additional period of fifteen (15) days will be allowed for closing to accommodate the correction of title defects or survey problems which can be readily corrected, or for delays in obtaining any lender required inspections/repairs. During this additional period, the closing will be held within 5 days after all parties have been notified that all necessary documents have been prepared. Buyer and Seller will each pay their title company closing fee, if applicable, except in the case of VA financing where the Seller will pay the entire closing fee. Exceptions:

22. **Possession:** Seller will maintain the Property in its present condition until the completion of the closing of the sale. Possession to be delivered to Buyer, subject to rights of present tenants, if any.

At the completion of the closing of the sale.

At _____ a.m. p.m. on the _____ day after completion of the closing of the sale, during which time Seller will have the privilege to occupy the Property and hereby agrees to pay the Buyer \$ _____ as an occupancy fee for this period payable at closing, WITHOUT PRORATION. Payment shall be made in the form of cash or certified funds.

If Seller fails to deliver possession to Buyer on the agreed date, Seller shall become a tenant at sufferance and shall pay to Buyer as liquidated damages \$ _____ per day plus all of the Buyer's actual reasonable attorney's fees incurred in removing the Seller from the Property.

301 Holly St SW, WYOMING, MI 49548

Subject Property Address/Description

04/01/2019

Date

Time

If Seller occupies the Property after closing, Seller will pay all utilities during such occupancy. Buyer will maintain the structure and mechanical systems at the Property. However, any repairs or replacements necessitated by Seller's misuse, abuse, or neglect of any portion of the Property will be Seller's responsibility and expense.


On the agreed delivery date, Seller shall deliver the Property free of trash and debris and in broom-clean condition, shall remove all personal property (unless otherwise stated in this or an additional written agreement), shall make arrangements for final payment on all utilities, and shall deliver all keys to Buyer. Exceptions:

- 23. **Good-Faith Deposit:** For valuable consideration, Buyer gives Seller until _____ (time) on _____ (date), to deliver the written acceptance of this offer and agrees that this offer, when accepted by Seller, will constitute a binding Agreement between Buyer and Seller. A Good-Faith Deposit in the amount of \$ _____ shall be submitted to _____ (insert name of broker, title company, other) within 72 hours of the Effective Date of this Agreement, and shall be applied against the Purchase Price. If the Good-Faith Deposit is not received within 72 hours of the Effective Date or is returned for insufficient funds, Seller may terminate this Agreement until such time as the Good-Faith Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Good-Faith Deposit. If this offer is not accepted or if the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the good-faith deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement, the Broker holding the deposit will notify Buyer and Seller, in writing, of Broker's intended disposition of the deposit. If the parties do not object to such disposition in writing within fifteen (15) days after the date of Broker's notice, they will be deemed to have agreed to Broker's proposed disposition; if a party objects and no mutually agreeable disposition can be negotiated, Broker may deposit the funds by interpleader with a court of proper jurisdiction or await further actions by the parties. In the event of litigation involving the deposit, in whole or in part, either the Seller or the Buyer that is not the prevailing party, as determined by the court, will reimburse the other for reasonable attorneys' fees and expenses incurred in connection with the litigation, and will reimburse the Broker for any reasonable attorneys' fees and expenses incurred in connection with any interpleader action instituted.
- 24. **Professional Advice:** Broker hereby advises Buyer and Seller to seek legal, tax, environmental and other appropriate professional advice relating to this transaction. Broker does not make any representations or warranties with respect to the advisability of, or the legal effect of this transaction. Buyer further acknowledges that REALTOR® above named in the Agreement hereby recommends to Buyer that an attorney be retained by Buyer to pass upon the marketability of the title and to ascertain that the required details of the sale are adhered to before the transaction is consummated. Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the Property or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller.
- 25. **Disclosure of Information:** Buyer and Seller acknowledge and agree that the Purchase 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.

26. **Other Provisions:**


SUBJECT TO BANKRUPTCY COURT APPROVAL

- 27. **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.
- 28. **Fax/Electronic Distribution and Electronic Signatures:** The parties agree that any signed copy of this Agreement, and any amendments or addendums related to this transaction, transmitted by facsimile or other electronic means shall be competent evidence of its contents to the same effect as an original signed copy. The parties further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures.
- 29. **Wire Fraud:** Seller and Buyer are advised that wire fraud is an increasingly common problem. If you receive any electronic communication directing you to transfer funds or provide nonpublic personal information (such as social security numbers, drivers' license numbers, wire instructions, bank account numbers, etc.), **even if that electronic communication appears to be from the Broker, Title Company, or Lender, DO NOT** reply until you have verified the authenticity of the email by direct communication with Broker, Title Company, or Lender. **DO NOT** use telephone numbers provided in the email. Such requests may be part of a scheme to steal funds or use your identity.
- 30. **Buyer's Acknowledgment:** Buyer hereby acknowledges receipt of a copy of this Agreement.

Buyer 1 Address _____ X  dotloop verified
04/01/19 2:52 PM EDT
4K7N-VDD1-YNPV-1D3K Buyer

Buyer 1 Phone: (Res.) _____ (Bus.) _____ Judith Baker

Print name as you want it to appear on documents.

Buyer 2 Address _____ X  dotloop verified
04/01/19 2:54 PM EDT
GEM7-IMIO-FPVI-G3BK Buyer

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

Print name as you want it to appear on documents.

301 Holly St SW, WYOMING, MI 49548

04/01/2019

31. **Seller's Acceptance:** The Above Offer is Hereby Accepted:

DATE: 4-2-19 (time)

As written. As written except:

[Large empty rectangular box for counteroffer]

Counteroffer, if any, expires _____, at _____ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

32. **Certification of Previous Disclosure Statement:** Seller certifies to Buyer that the Property is currently in the same condition as disclosed in the Seller's Disclosure Statement dated _____ (check one): Yes No. Seller agrees to inform the Buyer in writing of any changes in the content of the disclosure statement prior to closing.

33. **Notice to Seller:** Seller understands that consummation of the sale or transfer of the Property described in this Agreement will not relieve the Seller of any liability that Seller may have under the mortgages to which the Property is subject, unless otherwise agreed to by the lender or required by law or regulation. The parties to the transaction are advised that a Notice to Seller & Buyer of Underlying Mortgage form is available from the respective agents via the West Michigan REALTOR® Boards.

34. **Listing Office Address:** 3061 Macatawa Dr., Suite D, Grandville, MI 49418 Listing Broker License # _____
Listing Agent Name: Jason VanAssen Listing Agent License # _____

35. **Seller's Acknowledgment:** Seller has read this Agreement and acknowledges receipt of a copy.

Marcia Meoli Seller
dotloop verified 04/02/19 8:55 AM EDT
CNDL-FGMI-873J-FAHS
U.S. Citizen? Yes No*

Marcia Meoli
Print name as you want it to appear on documents.

Seller's Address _____

_____ Seller
U.S. Citizen? Yes No*

Print name as you want it to appear on documents.

Seller's Phone: (Res.) _____ (Bus.) _____

*If Seller(s) is not a U.S. Citizen, there may be tax implications and Buyer and Seller are advised to seek professional advice.

DATE: _____ (time)

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

_____ Buyer
 _____ Buyer

DATE: _____ (time)

37. **Seller's Receipt:** Seller acknowledges receipt of Buyer's acceptance of counter offer.

_____ Seller
 _____ Seller

301 Holly St SW, WYOMING, MI 49548
Subject Property Address/Description

04/01/2019
Date

Time

**ADDENDUM TO REAL ESTATE SALE
AGREEMENT BETWEEN**

SELLER: Marcia R. Meoli, trustee in bankruptcy of Lipscomb #16-01683
and

BUYER: David Baker and Judith Baker

PROPERTY:

Notwithstanding the printed provisions in the attached Real Estate Sale Agreement, the sale of the property and the trustee's obligation with respect to the payment of commissions are subject to these terms and conditions:

1. Approval of the sale and the entry of an order confirming sale by the United States Bankruptcy Court for the Western District of Michigan plus actual closing of the sale.
2. Title to the property will be transferred by the trustee's execution of a "Trustee Deed".
3. The sale of the property, including improvements and fixtures attached thereto or located thereon, shall be made on an "AS IS, WHERE IS" basis as of the date of the order confirming sale, without representation or warranty, express or implied, of any kind, nature or description, including, without limitation, any warranty of merchantability, habitability or of fitness for any purpose. The trustee shall not be required to inspect or test or report on the condition of the property or the existence of any possible defects in the property. Furthermore, the trustee makes no representation or warranty regarding the description or amount of property sold. It is the responsibility of the Buyer to inspect the property and determine to its satisfactions the nature and amount of property being sold.
4. The sale of the real estate shall be free and clear of all liens, claims, encumbrances, and/or interest of any creditor and the bankruptcy court's order confirming sale shall operate as a discharge of same. But see below.
5. The trustee reserves the right to recommend rejection of this offer to the court if it later proves insufficient to yield a reasonable net recovery to the estate, or if a higher bid is received at the hearing on confirmation of the sale.
6. Trustee will file a motion to obtain court approval for any sale. Such motion will cause the bankruptcy estate to incur costs, including attorney fees and, most likely, a filing fee. The filing fee as of 12/1/14 is \$176.00. The estate reserves the option to require a specific deposit to defray the costs of obtaining court approval of the sale. Any deposit posted by a buyer in connection with an offer to purchase shall be subject to surcharge for the motion costs if the Buyer fails to complete the sale for any reason other than confirmation of a sale to another bidder.
7. Seller shall pay standard costs of sale, including buyer's title insurance, title office sale closing fees and pro ration of taxes and assessments through the date of closing.
8. Buyer shall pay all costs related to any loan for this sale, any costs related to inspections (inspection charges, winterizing work, etc.), any costs for placing utilities in their name after closing and any costs other than costs specifically assigned to the seller herein.

Date: _____

Marcia R. Meoli, trustee

Date: 04/04/2019

<i>David Baker</i>	dotloop verified 04/04/19 10:52 AM EDT L2IB-RGW8-Y11V-00UW
<i>Judith Baker</i>	dotloop verified 04/04/19 10:53 AM EDT KN8T-MGBV-K4ZN-0YPB

BUYER

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In Re:

**LAVERNE J. DELEEUEW and
RITA L. LIPSCOMB,**

Case No. BG 16-01863
Chapter 7; Filed: 4/5/16
Hon. James W. Boyd

Debtors.

ORDER APPROVING SETTLEMENT AGREEMENT

On July 19, 2018, Marcia R. Meoli, Chapter 7 Trustee in the above-captioned Chapter 7 case (the "Trustee") filed her Motion to Approve Settlement Agreement (the "Motion"). The Motion was filed and served pursuant to LBR 9013(c). The Trustee has also filed a certificate of no objection pursuant to that same local rule.

IT IS ORDERED THAT:

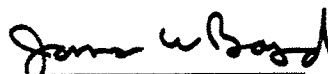
1. The settlement attached to the Motion is APPROVED.
2. Adventure Credit Union f/k/a Option 1 Credit Union shall take all actions required of it in accordance with the Settlement Agreement attached to the Motion as Exhibit A.

END OF ORDER

IT IS SO ORDERED.

Dated August 18, 2018




James W. Boyd
United States Bankruptcy Judge

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into and effective as of June 27, 2018 by and between Adventure Credit Union f/k/a Option 1 Credit Union ("CU") and Marcia R. Meoli, the Chapter 7 Trustee (the "Trustee") in the bankruptcy case of Rita L. Lipscomb ("Debtor") and Laverne J. Deleeuw ("Co-debtor"), Case No. 16-01863, United States Bankruptcy Court, Western District of Michigan (the "Bankruptcy Case"). The purpose of this Agreement is to resolve certain claims that Trustee has against CU in connection with the Bankruptcy Case.

Trustee asserts that she has the right to avoid and recover for Debtor's bankruptcy estate a certain mortgage granted by Debtor on Debtor's interest in the real property commonly known as 301 Holly St., S.W., Grand Rapids, MI 49548 (the "Real Property") which mortgage was recorded with the Kent County Register of Deeds as document number 20150116-0004404 (the "Mortgage"). Trustee asserts that Debtor was a 50% owner of the Real Property at the time she and the other 50% owner, her son Robert G. Lipscomb, Jr. (the "Co-Owner"), granted CU the Mortgage against the Real Property. Trustee asserts that Debtor received no consideration for encumbering her interest in the Real Property and that the granting of the Mortgage was a fraudulent transfer with respect to Debtor's interest in the Real Property which Trustee could avoid and, if necessary, recover from CU pursuant to §§ 544, 550, and 551 of the Bankruptcy Code. CU disputes Trustee's claims. Trustee and CU agree that CU's Mortgage is valid with respect to Co-Owner's 50% interest in the Real Property.

The Trustee and CU have agreed to resolve the Trustee's claims in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

1. Resolution. Upon approval of this Agreement, Trustee may take any actions she deems necessary to sell the Real Property, including the interest of the Co-Owner, and CU shall cooperate with Trustee and take all actions necessary to effect such sale including executing and recording a discharge of the Mortgage. After payment of all closing costs, expenses of sale, and mortgages, liens, and encumbrances except for CU's Mortgage against the Real Property, and reimbursement to CU for any property taxes paid with respect to the Real Property, the remaining proceeds shall be distributed equally between Trustee and CU.

2. Release of Liability. Upon entry of an Order by the United States Bankruptcy Court approving this Agreement,


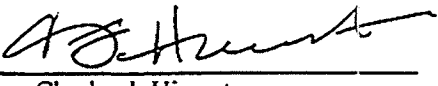
- (a) the Trustee on behalf of Debtor's bankruptcy estate, will be deemed to have released and forever discharged CU and each of its past and present agents, employees, officers, shareholders, members, subsidiaries, parent companies, predecessors, affiliates, successors and assigns from all past or present actions, causes of actions, proceedings, claims, demands, damages, costs, liabilities, agreements, promises, warranties, representations, duties, debts and obligations of any kind whatsoever in law and equity, whether contingent or mature, whether asserted or unasserted, whether known or unknown, related to any claims Trustee brought or could have brought in Debtor's bankruptcy case, based on acts, omissions, or events occurring before the date hereof, but excluding CU's obligations under this Agreement;
- (b) the Trustee on behalf of Debtor's bankruptcy estate shall be deemed to have released any claim related to the Real Property including for avoidance and/or recovery of the Mortgage against the Real Property; and
- (c) CU shall not file a claim the Bankruptcy Case against Debtor's estate or be entitled to any distribution from Debtor's estate except for that set forth in paragraph 1, above.

3. Motion for approval. Trustee will promptly file a motion with the Bankruptcy Court seeking approval of this Agreement.

4. Representations and Warranties. The Trustee represents that she has not sold, assigned, encumbered or otherwise transferred to any person or entity any of the claims she may have against CU as Trustee in Debtor's bankruptcy case.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be altered, modified or amended in any respect except upon execution by all parties hereto of a written instrument so providing. This Agreement is subject to, and shall not become binding until, the entry of an Order of the United States Bankruptcy Court for the Western District of Michigan in the Bankruptcy Case approving the terms of the settlement described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

<p>"Trustee"</p> <p>Marcia R. Meoli, Chapter 7 Trustee for the Estate of Rita L. Lipscomb and Laverne J. Deleeuw, and not individually</p> <p>By:  6/27/18 Marcia R. Meoli</p>	<p>"CU"</p> <p>Adventure Credit Union f/k/a Option 1 Credit Union</p> <p>By:  Charles J. Hiemstra Its: Attorney</p>
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UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In Re:

**LAVERNE J. DELEEUEW and
RITA L. LIPSCOMB,**

Case No. BG 16-01863
Chapter 7; Filed: 4/5/16
Hon. James W. Boyd

Debtors.

_____ /

ORDER GRANTING MOTION TO APPROVE SALE OF REAL PROPERTY

The Chapter 7 Trustee, Marcia R. Meoli, having filed a Motion to Approve Sale of Real Property (the “Motion”)¹; the Motion with the purchase agreement, a copy of a proposed order and a notice of the hearing on the Motion having been served upon all creditors appearing on the matrix in this case as well as on the Court’s Buyers’ List; the Court finding that service is proper under the Bankruptcy Rules; the Court having conducted a hearing on the Motion on _____; the Purchaser having submitted the highest offer for the Property at an auction conducted on _____; the Court further finding that approval of the sale of the Property is in the best interest of the creditors, and the sale should be confirmed; no adverse interest appearing, the Court being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED that the Motion is **GRANTED** and the following sale as set forth in the Motion be and hereby is approved:

A. Property. Real property of this bankruptcy estate and the Co-Owner located in the City of Wyoming, County of Kent, and State of Michigan, commonly known as 301 Holly Ct., Wyoming, Michigan 49548 (the “Property”). The Property is legally described as:

¹ Capitalized terms not otherwise defined in this Order shall have the meanings given them in the Motion.

Lot 34 of Highland Park according to the recorded plat thereof recorded in Liber 30 of Plats, Page 4 of Kent County Records

Permanent Parcel ID # 41-17-25-402-042

B. Purchaser. The purchaser (“Purchaser”) of the Property is Judith and David Baker.

C. Purchase Price. The sale price is a cash price of \$30,000.00.

IT IS FURTHER ORDERED that the proceeds of the sale will be distributed in the following order:

- A. Payment of the prorated property taxes owed on the Property;
- B. Realtor’s commission of 7%;
- C. Realtor’s administrative fee of \$195.00;
- D. Standard closing and recording costs attributable to the seller; and
- E. The balance to the Trustee and the Credit Union pursuant to the Settlement Agreement.

IT IS FURTHER ORDERED that the Property is being sold on an “as is” and “where is” basis. No warranty is being made as to the usability, habitability, fitness for a particular purpose, zoning, suitability for building, merchantability, or any other matter. The Trustee is making no warranties or representations whatsoever regarding this Property.

IT IS FURTHER ORDERED that the Property shall be sold free and clear of all liens, interests or claims in accordance with §363(f) of the Bankruptcy Code, except for any claims for back real estate taxes or other liens or assessments directly related to the Property itself and the sale will be subject to any such claims arising out of, or asserted against the Property itself. Any other party holding a lien, interest or claim against the Property shall have such lien, interest or claim terminated and removed from the Property, and it shall attach to the proceeds with the same validity, rank and priority as such lien, interest or claim has with regard to the Property.

IT IS FURTHER ORDERED that at the time of the closing, all costs and expenses incurred by the Trustee, including the statutory commission, as well as all expenses of the sale, including all administrative and legal expenses of the bankruptcy estate relating to the sale of the Property shall be charged against the sale proceeds being paid to the estate. Such expenses shall be a first claim against the sale proceeds in accordance with §506(c) of the Bankruptcy Code.

IT IS FURTHER ORDERED that at the time of the closing, the Trustee shall be specifically authorized to execute a Trustee's Deed, and any other documents as may reasonably be necessary to close this transaction.

IT IS FURTHER ORDERED that the 14-day appeal period on this Order is waived to be able to close as soon as possible.

IT IS FURTHER ORDERED that a copy of this Order shall be served upon the Purchaser, Debtor, Debtor's counsel, Chapter 7 Trustee, title company, Co-Owner Robert G. Lipscomb, Jr., and Office of the U.S. Trustee.

END OF ORDER