

Form JDG11 (03/15)

**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):

Coleen Marie Domby
9501 N. Crystal Road
Vestaburg, MI 48891
SSN: xxx-xx-4511

Debtor

Case Number 15-01268-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 **August 30, 2018 at 09:00 AM** to consider and act upon the following matter:

Trustee's Motion for Sale of Real Property (DN 44)

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: July 27, 2018

/S/ _____
J. Koerth
Deputy Clerk

A copy of this notice returned to Steven L. Rayman, Esq. on July 27, 2018 for service upon the mailing matrix .

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

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

IN THE MATTER OF:

COLEEN MARIE DOMBY,

Case No.: 15-01268

Chapter 7 – Filed: 03/07/2015

Debtor.

//

**MOTION FOR SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS
PURSUANT TO 11 U.S.C. § 363(f) & (h)**

NOW COMES Lisa E. Gocha, Trustee (“Trustee”), by and through her attorneys, Rayman & Knight, and for her Motion for Sale of Real Property Free and Clear of Liens Pursuant to 11 U.S.C. §363 (f) & (h) (“Motion”), says as follows:

1. This Motion pertains to the above-captioned Chapter 7 proceeding which was filed on March 7, 2015.
2. Your Trustee is the duly appointed and acting Trustee in this cause.
3. Among the assets of this estate there exists certain real property located at 5103 S. Reed Street, Durand, Michigan (“Real Property”). The Real Property was the subject of a certain adversary proceeding by and between the Trustee and one Frances Domby, the Debtor’s mother. The adversary proceeding was resolved by virtue of this Court’s Order Approving Stipulation Resolving Adversary Proceeding dated December 11, 2017 [DN 36] (“Order”) whereby the proceeds were to be split 50% - 50% with Frances Domby being entitled to a credit for one year’s real estate taxes. *See*, Order.
4. Your Trustee has received an offer from one John Dillon (“Purchaser”) to purchase the Real Property (including the interests of Frances Domby) for the sum of

\$22,500.00¹, subject to competitive bidding that shall take place at the time and location scheduled by the Court for the sale in this matter.

5. The sale shall be on a cash basis, with the successful bidder being required to make a deposit of \$1,000.00, the same as the deposit made by the Purchaser. Bidding shall be in increments of \$1,000.00 or more. Note: The Purchaser has waived any financing contingency.

6. The Real Property shall be sold **“As is, Where is”**, without representation or warranty, expressed or implied, of any kind or nature, or description, including, without limitation, any warranty of marketability, usability or fitness for any purpose. Neither the Trustee nor Frances Domby shall be required to inspect, test or report on the condition of the Real Property, the operability of any system(s) contained therein or the existence of any defects of any kind, including, environmental defects.

7. As stated, the Real Property shall be sold free and clear of liens, encumbrances and/or claims therein. Frances Domby shall be paid consistent with the Order Approving Stipulation Resolving Adversary Proceeding. Upon information, the only liens on the Real Property are for *ad valorem* taxes in the approximate amount of \$970.00.

8. Liens shall attach to proceeds in the same rank, validity and priority as existed prior to the petition with such liens, encumbrances and mortgages attaching to proceeds, although, upon information, the Trustee does not believe there any liens or mortgages. The sale shall be free and clear of liens, pursuant to 11 U.S.C. § 363(f) and free and clear of the interests of Frances Domby pursuant to 11 U.S.C. §363(h).

¹ See, Greater Lansing Association of Realtors Purchase Agreement (with Addendum), attached as Exhibit “A” and referred to as the “Purchase Agreement”.

9. Bidding shall be allowed as set forth below:

- a. The sale of the Real Property shall be “**As is, Where is**” with no warranties, expressed or implied as previously stated;
- b. The sale shall be subject to competitive bidding at a Court auction to take place at the time and location scheduled for the hearing on this Motion;
- c. Any other bidder(s) shall be required to express their interest in writing to the Trustee c/o Rayman & Knight, 141 East Michigan Avenue, Suite 301, Kalamazoo, MI 49007 two (2) days prior to the date scheduled for the Court auction and provide the Trustee with a deposit in the amount of \$1,000.00 in “good funds” by said date;
- d. The sale shall be on a cash basis, with cash being payable at closing consistent with the Purchase Agreement;
- e. The sale shall be deemed free and clear of liens pursuant to 11 U.S.C. §363(f) with the successful bidder taking free and clear of any encumbrances with such liens and encumbrances attaching to sale proceeds in the same rank, validity and priority as existed as of the date of the Petition. By virtue of this Court’s Order, Frances Domby’s interests in the Real Property shall also be sold. The Order authorizing and ordering this sale shall vest the authority to sell the Real Property, in its entirety, by Trustee Gocha, this Court having authorized and ordered same by virtue of the Order; and
- f. The closing on any sale shall be within five (5) days of the entry of a final Order approving the sale or as described in the Purchase Agreement.

10. The Trustee further proposes that, in the event the successful purchaser fails to close, that the Trustee be authorized to complete the sale to a “back-up” bidder, if any there is.

11. The Trustee believes that the sale of the Real Property, pursuant to the terms herein, is in the best interest of the estate and its creditors as the estate will receive the net proceeds of sale.

12. Your Trustee believes that the proposed sale will be of benefit to the estate, the Debtor having voluntarily agreed to limit her exemption so that a sale could take place pursuant to 11 U.S.C. §363. The estate anticipates receipt of approximately \$10,000.00, more or less, from the sale after closing expenses are paid.

WHEREFORE, your Trustee prays:

- A. That this Court enter an Order approving the sale of the Real Property by public auction as delineated in this Motion; and
- B. That this Court Order such other relief that it finds just and equitable.

RAYMAN & KNIGHT
Attorneys for Trustee

Dated: July 26 2018

By: 

Steven L. Rayman (P30882)

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



Occurrence: _____

InstantForms



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



5103 S Reed Rd

Durand

Page 2 of 8
MI 48429

Property Address

B. OTHER PROVISIONS CONTINUED:

(1). Purchaser will pay for all mandatory well & septic inspections and any Shiawassee County required repairs to bring property into conformance. Any and all repairs will be completed after closing with purchaser escrowing 1.5x total cost for repairs. Inspection will be completed only after the bankruptcy court approves the sale.

(2). Closing to be on or before 30 days from bankruptcy court approval.

(3). All items remaining in property will remain at closing. Seller will not trash nor remove any.

4. METHOD OF PAYMENT: ALL MONIES MUST BE PAID IN U.S. FUNDS IN THE FORM OF CERTIFIED CHECK, CASHIER'S CHECK, OR BANK TRANSFER. The purchase will be completed by the following method:

☒ CASH. The full purchase price upon delivery of a warranty deed

☐ NEW MORTGAGE. The full purchase price upon delivery of a warranty deed. This Agreement is contingent on BUYER'S ability to obtain a _____ year mortgage in the amount of \$ _____ or _____ % of the sale price

BUYER will formally apply for loan within _____ business days after SELLER'S acceptance of this Agreement.

BUYER has formally applied for a mortgage loan and is conditionally preapproved.

IF BUYER fails to deliver to SELLER acceptable evidence of formal loan approval for the above designated property on or before _____ SELLER may cancel this Agreement. Sale will be completed upon delivery of a warranty deed.

☐ LAND CONTRACT (BUYER and SELLER to sign a Greater Lansing Association of REALTORS® Land Contract current version, or other form specified here: _____). BUYER will pay a \$ _____ down payment and monthly installments (principal and interest) of \$ _____ or more, including annual interest of _____ %, beginning _____ days after Closing; and in addition:

☐ 1/12 of SELLER's estimate of annual real estate taxes and insurance will be paid by BUYER each month by: _____ add back _____ escrow;

OR

☐ Real estate taxes and insurance will be paid by BUYER.

BUYER will pay the entire balance within _____ years after Closing.

☐ MORTGAGE ASSUMPTION or LAND CONTRACT ASSIGNMENT. Provided that mortgage or land contract is assumable by BUYER:

☐ Delivery of Warranty deed subject to BUYER'S ☐ Formal ☐ Informal Assumption of existing mortgage

OR

☐ Assignment of SELLER'S interest in land contract.

BUYER to pay the difference of approximately \$ _____ between purchase price and balance of mortgage/land contract and to assume responsibility for monthly payments of \$ _____ including interest at _____ % yearly, which is _____ fixed _____ variable. BUYER WILL REIMBURSE SELLER FOR ANY FUNDS HELD IN ESCROW.

5. SELLER CONCESSIONS:

☐ SELLER agrees to pay up to _____ % of the purchase price or up to \$ _____ dollars at the closing to be used toward any of the following: BUYER'S closing costs, discount points, home warranty, or any other costs that conform with lender guidelines.

☒ No SELLER Concessions requested.

BUYER'S Initials

08/18/2018

Date

SELLER'S Initials

Date

This contract is for use by Tyler Jackson. These are copyrighted forms and the use by nonmembers is prohibited.

Instantaneous



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 3 of 8

8103 S Reed Rd

Durand

MI 48429

Property Address

6. **PRORATED ITEMS:** Rents, association fees, insurance (if assigned) as well as interest on any existing land contract, mortgage, water and sewer bills or other bills assumed or to be paid by the BUYER, will be prorated to the date of Closing.

ADDITIONAL ITEMS:

7. **ASSESSMENTS:** (Defined as one-time unique charge from Tax Authority with an end balance) All special assessments for the property which have become a lien on the property on or before the date of Closing, shall be paid by the SELLER, provided, however, that in the event a special assessment is payable in installments, current and future installments shall be

☐ paid by BUYER.

☒ paid in full by SELLER at closing.

EXCEPTIONS: None

*Special Assessments are not items like street lights, Fire Department, or items that may be ongoing with no end balance.

8. **PROPERTY TAXES WILL BE TREATED AS IF THEY COVER THE CALENDAR YEAR** in which they are first billed. TAXES first billed in years prior to year of Closing will be paid by SELLER without proration. TAXES first billed in the year of Closing will be prorated using the tax bill amount less any assessments included in the tax bill so that SELLER will pay taxes from the first of the year through the day prior to Closing date; and BUYER will pay taxes for the balance of the year, including the date of Closing. If any bill for Taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.

9. A. INSPECTIONS

☒ This offer is contingent upon satisfactory inspection(s) of the property, including but not limited to:

☐ plumbing ☐ heating/electrical ☐ structural ☐ pest ☐ radon ☐ other _____

at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has _____ business days after this Agreement is fully executed to obtain the inspections (the "Inspection Period"). Upon expiration of the Inspection Period, BUYER shall have three (3) business days to remove all inspection contingencies; request a price reduction; request that SELLER make certain repairs; or cancel the Purchase Agreement (with BUYER's earnest money deposit to be returned in full). If BUYER does not request a price reduction or repairs during the three (3) business day period, the Purchase Agreement is fully enforceable as originally agreed. If during the three (3) business day period BUYER does request a price reduction or repairs by SELLER, SELLER shall have three (3) business days to accept or reject BUYER's request for a price reduction or repairs. Failure of SELLER to respond within the three (3) business days is a rejection of BUYER's request. If SELLER accepts Buyer's request, the Purchase Agreement will be automatically modified accordingly, and the parties will be bound. If SELLER does not accept BUYER's request, BUYER will have 24 hours after the expiration of the three-day period to terminate the Purchase Agreement with BUYER's earnest money deposit to be returned to BUYER in full.

☒ BUYER acknowledges that it has been recommended that a licensed contractor(s) and/or inspector(s) of BUYER'S choice be retained to inspect the property. Contrary to Broker's recommendation, BUYER DOES NOT DESIRE TO OBTAIN AN INSPECTION OF THE PROPERTY.

BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, A WRITTEN AMENDMENT TO THIS AGREEMENT OR ANY WRITTEN DISCLOSURE STATEMENT.

IF BUYER fails to obtain any inspection(s) or fails to notify SELLER's agent, in writing, within the time frame specified that BUYER is disinterested with any inspection(s), and/or research and discovery of information pertinent to the property, this Agreement shall be binding without regard to said inspection(s).

B. WELL AND SEPTIC

☐ This property requires mandatory Well and Septic Inspections. BUYER and SELLER acknowledge that SELLER is required to perform, and pay for a Point of Sale Mandatory Well and Septic Inspections on the above-named property.

☒ This property does not require mandatory Well and Septic Inspections.

BUYER'S Initials

JD

Date

09/19/2018

SELLER'S Initials

18

Date

This contract is for use by Tyler Jackson. These are copyrighted forms and the use by nonmembers is prohibited.

Insider/CMS



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 4 of 8

5103 S Reed Rd

Dearborn

MI 48129

Property Address

WELL AND SEPTIC Contained:

This Offer: ☐ IS contingent on a satisfactory Well and Septic inspection at BUYER'S expense, by licensed contractor(s) and/or inspector(s) of BUYER'S choice. If the property is damaged as a result of the inspection or testing, BUYER assumes responsibility to restore the property to its former condition or to compensate SELLER accordingly. BUYER has the right to terminate this Agreement if BUYER is not satisfied with the results of the inspections by giving SELLER written notice within _____ business days after this Agreement is fully executed.

☐ IS NOT contingent on a satisfactory Well and Septic inspection

C. LEAD PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978 only):

BUYER acknowledges that prior to signing this Agreement, BUYER has received the HUD/EPA pamphlet *Protect Your Family From Lead in Your Home* and has received a copy of the Lead-based Paint SELLER's Disclosure Form completed by the SELLER on _____, the terms of which shall be part of this Agreement.

BUYER also agrees (check one below):

☐ BUYER shall have _____ days after the date of this Agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If BUYER is not satisfied with the results of this inspection, upon notice from BUYER to SELLER within this period, this Agreement shall terminate and any deposit shall be refunded to BUYER.

☒ BUYER hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

10. CLOSING COSTS:

A. BUYER WILL PAY FOR transfer fees on mortgage assumptions; recording of deed and/or security instruments; attorney's opinion and/or services for BUYER; mortgage closing costs required by lender including mortgage title insurance, appraisal, title company closing fees, all inspections; reasoning; self-reporting; franchise agreements; use permits; drain and for other easements; rights-of-way; and ☐ state or ☐ mortgage report survey (if a survey is required for title insurance, or is requirement by BUYER'S Lender, it will be at the BUYER'S expense).

EXCEPTIONS: None

B. SELLER shall provide, at SELLER's expense, to the BUYER an Owner's Policy of Title Insurance.

- ☒ With standard exceptions
☐ Without standard exceptions
☐ Enhanced/Extended Coverage

In the amount of the sale price; all costs required to convey clear title; title company closing fees if closing in cash, hard contract, VA, or seller funded purchase money mortgage transaction; all transfer taxes on deed; preparation of deed, land contract, and security instruments; and other documents necessary to convey clear title.

EXCEPTIONS/ADDITIONS: None

BUYER retains the right to select the provider of mortgage title insurance. If different title agencies are issuing the owners and mortgage title policies SELLER agrees to pay any and all fees to the agency issuing the owners policy except for the actual cost of recording the deed. BUYER agrees to pay any and all fees to title agency issuing the mortgage policy.

11. PROPERTY INSURANCE: SELLER shall be responsible for fire and extended coverage insurance on the property until sale is closed.**12. CLOSING:** Sale will be closed on OR before _____ unless amended by written addendum to this Agreement. If title defects exist, SELLER will have 30 days after receiving written notice to remedy the defects. After the 30 days, SELLER will refund the deposit in full termination of this Agreement if title defects have not been remedied.**13. POSSESSION:** SELLER will give possession as follows:

- ☒ Immediately at closing

BUYER'S Initials

Date 08/10/2018

SELLER'S Initials

Date

This contract is for use by Tyler Jackson. These are copyrighted forms and the use by nonmembers is prohibited.

Instantotrans



**GREATER LANSING ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT**



5143 S Reed Rd

Durand

Page 5 of 8

MI 48429

Property Address

POSSESSION contypted:

☐ SELLER to occupy the property; it will be vacated no later than _____ days after Closing. At Closing, SELLER will pay BUYER the total sum of \$ _____ based upon \$ _____ per day, as occupancy charge for the period from the Closing date through the agreed surrender date. Charges for unused days will be reimbursed to SELLER upon vacating. SELLER is responsible for utilities and any repairs of damage caused to the property by SELLER after Closing and before vacating.

If tenants occupy the property, then:

☐ SELLER will cause the tenants to vacate the property before closing.

☐ BUYER will take the property subject to the rights of the tenants.

SELLER is responsible for removal of all rubbish, personal items, trash/debris, and property shall be broom swept/cleaned.

14. SELLER'S DISCLOSURE:

☐ BUYER acknowledges that a SELLER's Disclosure Statement has been provided to BUYER.

☐ SELLER shall provide BUYER with a SELLER's Disclosure Statement with SELLER's acceptance of this offer. Pursuant to the SELLER Disclosure Act, MCL 559.951, et seq., BUYER will have 72 hours after delivery of the disclosure statement to terminate this Agreement by delivery of a written notice to SELLER or SELLER's agent.

15. RELEASE: BUYER and SELLER acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and BUYER and SELLER release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to these matters.

16. PROPERTY CONDITION: BUYER has personally inspected the property and has reviewed the information contained in any written disclosure statement provided by SELLER and BUYER agrees to accept the property "AS IS" in its present condition. BUYER IS NOT RELYING ON ANY REPRESENTATION OR STATEMENT MADE BY SELLER OR ANY REAL ESTATE SALESPERSON/BROKER REGARDING ANY ASPECT OF THE PROPERTY OR THIS SALE OTHER THAN EXPRESS REPRESENTATIONS IN THIS AGREEMENT, ANY ADDENDUM(S) OR STATEMENTS CONTAINED IN ANY WRITTEN DISCLOSURE STATEMENT. BUYER ACKNOWLEDGES THAT ALL INFORMATION PROVIDED BY THE GREATER LANSING ASSOCIATION OF REALTORS® LINESIDE IS DEEMED ACCURATE BUT IS NOT GUARANTEED OR WARRANTED.

17. FINAL WALK-THROUGH: Buyer reserves right to walk through property within 48 hours prior to closing to confirm all terms of this Agreement have been met.

18. PROFESSIONAL ADVICE: Broker advises BUYER 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 acknowledges that it has been recommended that an attorney be retained to review the marketability of title and all Closing documents including the Greater Lansing Association of REALTORS® Closing Agreement form and to determine that the terms of this Agreement have been met.

Documents of transaction to be reviewed by:

Attorney Name: _____ Telephone # _____
Address: _____ Fax # _____

OR

☐ BUYER acknowledges that, contrary to recommendation, BUYER DOES NOT DESIRE TO RETAIN AN ATTORNEY.

19. SQUARE FOOTAGE: Parties agree any square footage stated in the MLS are estimates only and should not be relied upon, but should be verified by the parties.

20. HOME PROTECTION PLAN: BUYER and SELLER have been informed that home protections plans may be available. Such plans may provide additional protection and benefit to the parties.

BUYER'S Initials JD Date 08/19/2018 SELLER'S Initials JS Date _____ InstantForms

This contract is for use by Tyler Jackson. These are copyrighted forms and the use by nonmembers is prohibited.



GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 6 of 8

5102 S Reed Rd

Durand

MI 48429

Property Address

21. **EARNEST MONEY DEPOSIT: BUYER'S DEPOSIT:** \$ 1,000.00 showing BUYER'S good faith will be deposited in escrow or trust account of Liberty Title upon acceptance (BROKER/TITLECOMPANY) under current regulations of the State of Michigan. This deposit will be applied as part of the purchase price. If this offer is not accepted, or title is not marketable, or insurable, or if the terms of purchase are contingent upon BUYER'S ability to obtain a new mortgage, or if sale is on land contract subject to its sale, or if there are any other contingencies in this Agreement which cannot be met, this deposit is to be refunded.

If BUYER or SELLER defaults, the other party may enforce this Agreement or may cancel it, and pursue his/her legal and/or equitable remedies. If the sale is not consummated, any release of the BUYER'S deposit will require an agreement signed by all parties to release the deposit. If no mutual agreement can be negotiated, the person holding the deposit may, upon 30 days written notice to all parties, transfer the deposit by interpleading to a court of proper jurisdiction after deducting out-of-pocket costs and legal fees. Delivery to court will release the Brokers and the person holding the deposit from further liability concerning the deposit.

22. **LIMITATION:** BUYER and SELLER agree that any and all claims or lawsuits which they may have against the Listing Broker and its Agents and/or Selling Broker and its Agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. BUYER and SELLER waive any statute of limitations to the contrary.
23. **MEDIATION:** BUYER and SELLER agree that any dispute related to this Agreement shall be submitted to Mediation. This Mediation shall be according to the NATIONAL ASSOCIATION OF REALTORS® rules and procedures of the Home seller's/homebuyer's Dispute Resolution System. If the parties cannot reach a binding agreement in Mediation, they have the right to use other legal remedies. BUYER acknowledges receipt of the brochure briefly describing the Mediation System.
24. **TIME IS OF THE ESSENCE.** Time is of the essence in this transaction. Failure to enforce a time deadline in one or more instances shall not constitute a waiver of that time deadline or other deadlines in the future.
25. **ASSIGNMENT:** BUYER will not assign this Agreement without the consent of SELLER.
26. **AGENCY DISCLOSURE:** THE UNDERSIGNED BUYER AND SELLER EACH ACKNOWLEDGE THAT THEY HAVE READ AND SIGNED THE DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS.

THE SELLING BROKER/SALESPERSON IS ACTING AS (check one):

- ☐ AGENT OF THE SELLER
☐ BUYER'S AGENT/DUAL AGENT (with written, informed consent of both BUYER and SELLER)
☐ OTHER: _____

27. **ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication regarding this Agreement may be delivered to the SELLER in care of the Listing REALTOR® and the BUYER in care of the Selling REALTOR® using electronic mail or facsimile using the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. SELLER represents and warrants that an electronic email address has been provided to Listing REALTOR® from which SELLER may receive electronic mail. BUYER represents and warrants that an electronic email address has been provided to Selling REALTOR® from which BUYER may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.
28. **ENTIRE AGREEMENT:** This written Agreement and any written addenda to it contain the entire agreement of the parties with respect to the sale of the property and supersede all negotiations, understandings or offers. No oral representations or statements will be binding, and this Agreement may be modified or amended only in writing and signed by the BUYER and SELLER. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

29. **A. BUYER'S SIGNATURE:**

DATE: 08/10/2018

John Dillon
 BUYER'S SIGNATURE

BUYER (Signature)

John Dillon
 Print Name

Print Name

BUYER'S Initials

JD

Date

08/10/2018

SELLER'S Initials

18

Date

This contract is for use by Tyler Jackson. These are copyrighted forms and the use by nonmembers is prohibited.

InstantForms



Design ID: 3763A15-87EF-4066-87C9-188200ED8C81

GREATER LANSING ASSOCIATION OF REALTORS® PURCHASE AGREEMENT



Page 7 of 8

5103 S Reed Rd Durand MI 48429

Property Address

BUYER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

Received from above named BUYER earnest money deposit in the amount of \$ 1,000.00

in the form of ☐ Personal Check # ☐ Other

Received By

(REALTOR®)

BUYER'S Address:

B. SELLER'S ACKNOWLEDGEMENT: SELLER'S SIGNATURE ACKNOWLEDGES RECEIPT OF PAGES 1 THROUGH 8

DATE:

SELLER (Signature)

SELLER (Signature)

Print Name

Print Name

30. SELLER'S RESPONSE: The offer is

☒ ACCEPTED AS WRITTEN☐ REJECTED☐ AMENDED AS FOLLOWS:

31. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

32. MULTIPLE OFFERS: BUYER'S ACCEPTANCE OF ANY COUNTER OFFER MADE BY SELLER WILL BE BINDING ON THE SELLER ONLY WHEN AND IF THE SELLER SIGNS BELOW ACCEPTING AND ACKNOWLEDGING RECEIPT BY SELLER OF THE BUYER'S ACCEPTANCE OF SELLER'S COUNTER OFFER. IF SELLER RECEIVES MULTIPLE OFFERS OR MULTIPLE ACCEPTANCES OF COUNTER OFFERS PRIOR TO THE WRITTEN ACCEPTANCE AND ACKNOWLEDGEMENT BY SELLER OF AN ACCEPTED COUNTER OFFER, SELLER WILL BE ENTITLED TO CHOOSE CONCLUSIVELY THE TRANSACTION BY WHICH SELLER WILL BE BOUND.

33. SELLER LIABILITY: SELLER UNDERSTANDS THAT CONSUMMATION OF THE SALE OR TRANSFER OF THE PROPERTY DESCRIBED IN THIS AGREEMENT WILL NOT RELIEVE SELLER OF ANY LIABILITY THAT SELLER MAY HAVE UNDER THE MORTGAGE(S) OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.

BUYER'S Initials JD Date 07/09/2018 SELLER'S Initials JS Date

InstantForms

This contract is for use by Tyler Jackson. These are copyrighted forms and the use by nonmembers is prohibited.



GREATER LANSING ASSOCIATION OF REALTORS®
PURCHASE AGREEMENT



Page 8 of 8

5103 S Reed Rd

Durand

MI 48929

Property Address

34. SELLER'S SIGNATURE:

DATE: _____ ☐ a.m. ☐ p.m.

Russ E. Chalk

X

SELLER (Signature)

SELLER (Signature)

LISHA Cochran, MUSTER

X

Print Name

Print Name

SELLER'S Address: _____

TELEPHONE: _____

(day)

TELEPHONE: _____

(eve)

REALTOR®:

Tyler Jackson

REALTOR'S® TELEPHONE:

517-492-7983

SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT PAGES 1 THROUGH 8.

35. BUYER'S RECEIPT/RESPONSE:

If accepted by SELLER as written

☒ Receipt is acknowledged by BUYER of SELLER'S acceptance of BUYER'S offer.

If amended by SELLER

☐ Accepts SELLER'S counter offer. All other terms and conditions remain unchanged. BUYER acknowledges there will be a binding agreement between parties only when the SELLER signs paragraph 36 below.

☐ REJECTS.

07/09/2018

John Dillon

DATE: _____ ☐ a.m. ☐ p.m.

X

7/9/2018 11:43:44 AM EDT
BUYER (Signature)

BUYER (Signature)

BUYER'S Address: _____

TELEPHONE: _____

(day)

TELEPHONE: _____

(eve)

REALTOR®:

Tyler Jackson

REALTOR'S® TELEPHONE:

517-492-7983

36. SELLER'S RECEIPT: SELLER accepts and acknowledges receipt of BUYER'S acceptance of counter offer.

DATE: _____ ☐ a.m. ☐ p.m.

Russ E. Chalk

X

SELLER (Signature)

SELLER (Signature)

DISCLAIMER: This form is provided by the Greater Lansing Association of REALTORS® solely for the use of its Members. Those who use this form are expected to review both the form and the details of the particular transaction to ensure that each section of the form is appropriate for the transaction. The Greater Lansing Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or warranties made in connection with the form. ©Copyright Greater Lansing Association of REALTORS® (Rev. 3/89, 1/90, 1/93, 2/94, 2/95, 2/96, 7/97, 10/97, 2/99, 5/00, 9/01, 2/03, 9/05, 11/06, 9/11, 10/12, 7/13, 1/14, 8/14, 10/15, 12/16, 9/17, 1/18)

This contract is for use by Tyler Jackson. These are copyrighted forms and the use by nonmembers is prohibited.

InstantForms

FIRST ADDENDUM TO LISTING AGREEMENT

5103 S. Reed Street, Durand, Michigan

This is a First Addendum to The Greater Lansing Association of Realtors Listing Agreement – Residential (“Addendum”) pertaining to real estate located at 5103 S. Reed Street, Durand, Michigan. The Property is part of the bankruptcy estate in the matter of Coleen Dombly, being administered by Lisa E. Gocha, solely as Chapter 7 Trustee and not individually, in the United States Bankruptcy Court for the Western District of Michigan. The following shall be deemed incorporated into the The Greater Lansing Association of Realtors Listing Agreement – Residential (“Listing Agreement”) and shall control any conflict between the documents:


- a. The Trustee is executing the Listing Agreement solely as Trustee in the bankruptcy case of Coleen Dombly, now pending in the Court, and not individually;
- b. The sale shall be subject to approval by the United States Bankruptcy Court in a court auction;
- c. Title to the Property shall be transferred by Trustee’s execution of a “Trustee’s Deed”, notwithstanding the provisions of ¶4 in the Listing Agreement;
- d. Sale of the Property, including all improvements and fixtures, shall be on an “AS IS, WHERE IS” basis, without representation or warranty, expressed or implied, of any kind, nature, or description, including, without limitation, any warranty by description or of merchantability, habitability, usability, 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 operability of the Property, or the existence of any defects in the Property;
- e. Sale of the Property shall be free and clear of all liens, claims, encumbrances, and/or interests of any creditor or any party in interest;
- f. The sale shall be closed on the later of (i) the date specified in the purchase agreement; or (ii) within ten (10) days following approval by the Court of the purchase agreement, as amended by this Addendum, whichever is later. Trustee shall promptly request approval by the Court of the sale; . Paragraph 21 shall be modified such that the deposit shall be in the escrow or trust account of the Trustee.
- g. Any brokerage fees subject to Court approval;
- h. A good-faith deposit shall be required in the amount of \$1,000.00. The Trustee will be seeking court approval of a sale via a court auction;
- i. Buyer recognizes that the Trustee, as seller, is the Bankruptcy Trustee and does not have personal knowledge of the matters contained in the listing;
- j. Buyer recognizes that the Trustee, as seller, is the Bankruptcy Trustee and does not have personal knowledge of the matters contained in the listing; and

k Paragraph 23 shall also be deemed inapplicable, the United States Bankruptcy Court for the Western District of Michigan having jurisdiction to resolve all disputes between the parties

Dated June 14, 2018

By 
LISA E. GOCHA, TRUSTEE

Dated June 14, 2018

By 
TYLER JACKSON, REALTOR

Authentisign

7/9/2018 11:43:51 AM EDT

07/09/2018