

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):

**Randall L. Mouw**  
2655 Grand Castle Blvd.  
Apt. T-13-08  
Grandville, MI 49418-1475  
SSN: xxx-xx-6674

Debtor

**Case Number 19-03894-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 **October 1, 2020** at **09:00 AM** to consider and act upon the following matter:

**Trustees Motion to Approve Sale of Real Estate Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. Section 363(b) (DN 70)**

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.

Michelle M. Wilson  
CLERK OF BANKRUPTCY COURT

**Dated:** August 20, 2020

/S/ \_\_\_\_\_  
J. Koerth  
Deputy Clerk

A copy of this notice returned to John T. Piggins, Esq. on August 20, 2020 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](http://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 6:00 p.m. Monday through Friday, CST at (800) 676-6856 or via its web site at <http://pacer.psc.uscourts.gov>

<sup>1</sup> Aliases for Debtor Randall L. Mouw : aka Randy Mouw, dba Barn Cats

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

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**IN RE: Randall L. Mouw,**

**Debtor.**

**Case No. 19-03894-jwb**

**Chapter 7 Filed: 10/11/19**

**Honorable James W. Boyd**

**/ U.S. Bankruptcy Judge**

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**TRUSTEE'S MOTION TO APPROVE SALE OF REAL ESTATE FREE AND CLEAR  
OF LIENS, CLAIMS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. § 363(b)**

The Chapter 7 Trustee, Jeff A. Moyer ("Trustee"), by and through his attorneys, Miller Johnson, as his Motion to Approve Sale of Real Estate Free and Clear of Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363(b), states as follows:

1. On October 11, 2019, Randall L. Mouw, ("Debtor") filed a voluntary Petition for relief under Chapter 7 of the Bankruptcy Code.
2. Jeff A. Moyer was appointed and continues to serve as the Chapter 7 Trustee in this case.
3. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334.
4. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O).
5. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.
6. The statutory basis for the relief requested herein is 11 U.S.C. §§ 105(a), 363(b), and Federal Rules of Bankruptcy Procedure 2002(a)(2) and 6004.

**THE PROPERTY**

7. Included among the assets of Debtor's estate are two (2) parcels of residential property, located at 9053 - 9099 11 Mile Road, Rockford, Kent County,

Michigan which contain an abandoned house and several small out buildings. The legal description of the parcels is set forth on Exhibit A to the Purchase Agreement which is attached to this Motion as **Exhibit 1** (hereinafter “the Property”).

**TERMS OF THE PROPOSED SALE**

8. The Trustee has received an offer from Wayne and Mike VanderMolen to purchase the Property for the total sum of One Hundred Ninety-Five Thousand Dollars (\$195,000.00), payable in cash or certified funds at closing. A copy of the proposed Purchase Agreement and applicable Addendum are attached to this Motion as **Exhibit 1**.

9. The Trustee wishes to offer the Property for sale in the U.S. Bankruptcy Court, with bidding commencing at the amount of the Wayne and Mike VanderMolen offer (i.e. \$195,000). Thereafter, bidding will be in increments of no less than \$1,000.

10. The sale of the Property shall be on a cash basis, as described above, and any further offers for the Property shall be for cash upon similar terms, including a \$2,000 cash deposit and the execution of a Purchase Agreement, containing substantially the same terms as set forth on **Exhibit 1**, prior to obtaining final court approval for the sale.

11. The Trustee shall have the right to refuse to recommend confirmation of any bid which does not, in his judgment, insure a monetary return to the estate.

12. The sale of the Property 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, usability or fitness for any particular purpose.

13. The Trustee shall not be required to inspect, test or report on the condition of the Property being sold or the existence of any possible defects in the same.

**PAYMENT OF UNDISPUTED CLAIMS AND EXPENSES**

14. All expenses of sale, including administrative and all legal expenses of the bankruptcy proceeding relating to the protection and sale of the Property, shall be charged against the sale proceeds with priority over all claims.

15. All undisputed liens against and interests in the Property shall be paid from the sale proceeds at closing. These liens and interests are composed of:

a. All property tax obligations and utility bills that may have become a lien against the property as of closing.

b. All federal tax liens. The Internal Revenue Service has agreed to grant the estate a carve out from its lien equal to 20% of the amount it would receive from the sale after payment of all closing costs, the realtor's commission and all liens which are senior to the IRS lien.

c. The interest held by Bond Corporation of Grand Rapids Michigan.

16. As a result of the agreement reached with the United States Internal Revenue Service, the price at which the property is to be sold is greater than the aggregate value of all amounts which will be due to lienholders at the sale closing.

17. Upon payment of all undisputed liens and sale expenses, the Trustee estimates the estate will receive in excess of \$5,000.

**RELIEF REQUESTED**

18. By this Motion, the Trustee seeks authority to sell the Property pursuant to the terms set forth above or pursuant to a better and higher offer received at a hearing scheduled by this Court, free and clear of all liens, claims and encumbrances, with all valid liens to the extent they exist to attach to the proceeds of the sale.

19. The Trustee requests that the proposed sale of the Property be noticed to the creditors of Debtor's estate and a hearing be scheduled on this Motion at the Court's earliest convenience.

20. Prospective purchasers may obtain additional information concerning the Property by contacting the Trustee's realtor, Jason Van Assen, with Weichert Realtors Platinum Group of 3061 Macatawa Drive, Grandville, Michigan 49418, Phone: 616-293-4936; Fax: 616-301-2551; email: [vanassen@gmail.com](mailto:vanassen@gmail.com).

**BASIS FOR RELIEF**

21. The Trustee believes the sale of the Property to Wayne and Mike VanderMolen as described above is in the best interest of the creditors in this estate for the following reasons:

a. Absent sale of the Property as proposed, the estate will be required to abandon the property as the amount owed to the Internal Revenue Service exceeds \$600,000, which is far greater than the value of the Property;

b. Based on the Trustee's realtor's evaluation of the property, the pending offer is fair and reasonable; and

c. The Trustee has not received any other offers for the Property.

WHEREFORE, the Trustee, Jeff A. Moyer, respectfully requests that this Court:

A. Schedule a hearing on this motion upon notice to all interested parties.

B. After such notice and hearing enter an Order:

i. Approving the sale of the above-referenced Property on the terms set forth in this Motion pursuant to Federal Rule of Bankruptcy Procedure 2002, 6004, and 9014;

ii. Authorizing the Trustee to execute any and all documents necessary to consummate the sale;

iii. Waiving the stay imposed by Fed.R.Bankr.Proc. 6004(h); and

iv. Allowing the sale proceeds to be used (at closing) to pay all undisputed liens against the Property, all closing costs such as transfer taxes, recording fees, title

insurance premiums, real property taxes, sewer and water bills, title company closing fees and customary closing expenses and authorizing the Trustee to retain the balance of the proceeds.

C. Grant such other and further relief as this Court may deem just, equitable and proper.

Miller Johnson.

Attorneys for Jeff A. Moyer, Trustee

Dated: August 19, 2020

By: /s/ John T. Piggins

John T. Piggins (P34495)

pigginsj@millerjohnson.com

Business Address:

P.O. Box 306

Grand Rapids, MI 49501-0306

(616) 831-1700



# WEST MICHIGAN REGIONAL PURCHASE AGREEMENT

DATE: 07/27/2020 (time) \_\_\_\_\_ MLS # 20022066 # \_\_\_\_\_  
 SELLING OFFICE: Keller Williams GR East BROKER LIC.# 65-05298581 REALTOR® PHONE: \_\_\_\_\_  
 LISTING OFFICE: Weichert REALTORS Plat (Main) REALTOR® PHONE: \_\_\_\_\_

**EXHIBIT**  
**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". Further, any reference to "days" in this Agreement refers to calendar days. The first calendar day begins at 12:01 a.m. on the day after the Effective Date. Any reference to "time" refers to local time.
- 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 Seller ☒ Buyer's Agent ☐ Dual Agent (with written, informed consent of both Buyer and Seller)  
☐ Transaction Coordinator  
 Primary Selling Agent Name: Deborah D. Schuhman Email: debbie@grar.com Lic.#: 6501345833  
 Alternate Selling Agent Name: \_\_\_\_\_ Email: \_\_\_\_\_ Lic.#: \_\_\_\_\_
- Seller's Disclosure Statement:** (This paragraph applies to sales of one-to-four family residential units.)  
☐ Buyer has received the Seller's Disclosure Statement, dated \_\_\_\_\_. Seller certifies to Buyer that the Property is currently in the same condition as Seller previously disclosed in that statement. Seller agrees to inform Buyer in writing of any changes in the content of the disclosure statement.  
☐ Buyer has not received the Seller's Disclosure Statement. Buyer may terminate this Agreement, in writing, any time prior to receipt of the Seller's Disclosure Statement. Once Buyer has received the Seller's Disclosure Statement, Buyer may terminate this Agreement, in writing, within 72 hours of receipt if the disclosure was received in person, or within 120 hours if received by registered mail. Exceptions: \_\_\_\_\_  
☒ Seller is exempt from the requirements of the Seller Disclosure Act.
- 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.
- Property Description:** Buyer offers to buy the property located in the ☐ City ☐ Village ☐ Township of \_\_\_\_\_, County of Kent, Michigan, commonly known as (insert mailing address: street/city/state/zip code)  
9099 11 Mile and 9073 11 Mile Rockford 49341  
 with the following legal description and tax parcel ID numbers:

LL Attached, 2 parcels

PP# Residential 9099 11 Mile, parcel# 41-07-25-376-010, 5.53 acres and Vacant 9073 11 Mile, parcel# 41-07-25-376-009, 4.45 acres

**The following paragraph applies only if the Premises include unplatted land:**

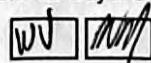
Seller agrees to grant Buyer at closing the right to make (insert number) \_\_\_\_\_ division(s) under Section 108(2), (3), and (4) of the Michigan Land Division Act. (If no number is inserted, the right to make divisions under the sections referenced above stays with any remainder of the parent parcel retained by Seller. If a number is inserted, Seller retains all available divisions in excess of the number stated; however, Seller and/or REALTOR® do not warrant that the number of divisions stated is actually available.) If this sale will create a new division, Seller's obligations under this Agreement are contingent on Seller's receipt of municipal approval on or before \_\_\_\_\_ Closing \_\_\_\_\_, of the proposed division to create the Premises.

- Purchase Price:** Buyer offers to buy the Property for the sum of \$ 195000.00  
one hundred ninety-five thousand U.S. Dollars
- Seller Concessions, if any:** \_\_\_\_\_ None

- 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 Earnest Money 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. If verification of funds is not received within 5 days after the Effective Date, Seller may terminate this Agreement at any time before verification of funds is received by giving written notice to Buyer. Any appraisal required by Buyer shall be arranged and paid for by Buyer within ten (10) days after the Effective Date of this Agreement.
- ☐ **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 agrees to apply for a mortgage loan, and pay all fees and costs customarily charged by Buyer's lender to process the application, within \_\_\_\_\_ days after the Effective Date, not to impair Buyers' credit after the date such loan is offered. ☐ Seller ☐ Buyer will agree to pay an amount not to exceed \$ \_\_\_\_\_ representing repairs required as a condition of financing. Buyer ☐ agrees ☐ does not agree to authorize Buyer's Agent/Dual Agent to obtain information from \_\_\_\_\_

 Buyer's Initials

 Seller's Initials

07/28/20  
 3:31 PM EDT  
 dotloop verified



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 Seller, 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, 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: 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 an existing sale or exchange of Buyer's property located at:

A copy of Buyer's agreement to sell or exchange that property is being delivered to Seller along with this offer. If the existing sale or exchange terminates for any reason, Buyer will immediately notify Seller, and either party may terminate this Agreement in writing, within 3 days of Buyer's notice to Seller. If either party terminates, Buyer shall receive a refund of any applicable Earnest Money Deposit.

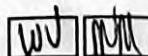
☐ IS CONTINGENT UPON THE SALE AND CLOSING - is contingent upon the execution of a binding agreement and the closing of a sale or exchange of Buyer's property located at \_\_\_\_\_ on or before \_\_\_\_\_. Seller will have the right to continue to market Seller's Property until Buyer enters into a binding 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 Earnest Money 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, unless rented, including the following: all buildings; landscaping; attached smart home devices; attached security systems; 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; 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; 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:  
All tangible and personal property seen at the property July 22, 2020

but does not include:

9099 11 Mile Road, Rockford, MI 49341

Subject Property Address/Description



Buyer's Initials

07/27/2020



Time

Seller's Initials



**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, 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 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 2020 (year);

☒ Buyer ☐ Seller will pay taxes billed winter 2020 (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, 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 Earnest Money 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 Earnest Money Deposit. If Buyer fails to terminate the contract, Buyer will proceed to closing according to the terms and conditions of this Agreement. Exceptions:

Buyer reserves the right to order well and septic inspections at their own expense.

**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.

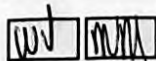
All inspections and investigations will be completed within ten (10) days after the Effective Date. If the results of Buyer's inspections and investigations are not acceptable to Buyer, Buyer may, within the above referenced period, by written notice to Seller, either terminate this Agreement and receive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

9099 11 Mile Road, Rockford, MI 49341

Subject Property Address/Description

07/27/2020

Time



Buyer's Initials

  
07/28/20  
3:31 PM EDT  
dotloop verified

Seller's Initials



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 Earnest Money 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:** 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 Earnest Money 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 Earnest Money 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:

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 or ☐ Seller (check one) shall within ten (10) days of the Effective Date, order, at their expense, a boundary survey certified to Buyer with iron corner stakes showing the location of the boundaries, improvements and easements in connection with the Property. Upon receipt of the survey, Buyer will have three (3) days to review the survey. If the survey shows any condition, in Buyer's sole discretion, which would interfere with Buyer's intended use of the Property, the marketability of the title, or zoning non-compliance, then Buyer may, within said three (3) day period, terminate this Agreement, in writing, and Buyer will receive a full refund of Buyer's Earnest Money Deposit.

☐ No survey. Buyer has waived all rights under this paragraph.

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

Buyer reserves the right to conduct a survey at their own expense.

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:

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 Buyer and Seller, the sale will be closed as soon as closing documents are ready, but not later than On or before 9/30/20. 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 Seller will pay the entire closing fee. Exceptions:

Subject to bankruptcy court approval. Buyer can close within 5 days upon notification from listing agent the property can be closed.

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 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.

9099 11 Mile Road, Rockford, MI 49341

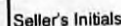
Subject Property Address/Description

 Buyer's Initials

07/27/2020

Time

 07/28/20  
3:31 PM EDT  
dotloop verified

 Seller's Initials



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. Earnest Money Deposit:** For valuable consideration, Buyer gives Seller until 5 pm (time) on 07/29/2020 (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. An Earnest Money Deposit in the amount of \$ 1000 shall be submitted to Keller Williams Realty KW East (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 Earnest Money 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 Earnest Money Deposit is received. If Seller terminates this Agreement under this provision, Seller waives any claim to the Earnest Money Deposit. If the sale is not closed due to a failure to satisfy a contingency for a reason other than the fault of Buyer, the Earnest Money Deposit shall be refunded to Buyer. If the sale is not closed as provided in this Agreement and Buyer and Seller do not agree to the disposition of the Earnest Money Deposit, then Buyer and Seller agree that the Broker holding the Earnest Money Deposit may notify Buyer and Seller, in writing, of Broker's intended disposition of the Earnest Money Deposit. If Buyer and Seller 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 either Buyer or Seller object 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 Buyer and Seller. 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. If the entity holding the Earnest Money Deposit is not the Broker, then to the extent that the terms of any escrow agreement conflict with this paragraph, then the terms and conditions of the escrow agreement shall control.

**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 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:** Earnest deposit to be refunded only if sale fails to close due to conditions beyond buyer's control or property is sold to another party. Subject to bankruptcy court approval.

**27. Mergers and Integrations:** This Agreement is the final expression of the complete agreement of Buyer and Seller, and there are no oral agreements existing between Buyer and Seller relating to this transaction. This Agreement may be amended only in writing signed by Buyer and Seller and attached to this Agreement.

**28. Fax/Electronic Distribution and Electronic Signatures:** Buyer and Seller 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. Buyer and Seller further agree that an electronic signature is the legal equivalent of a manual or handwritten signature, and consent to use of electronic signatures. Buyer and Seller agree that any notice(s) required or permitted under this Agreement may also be transmitted by facsimile or other electronic means.

**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.

9099 11 Mile Road, Rockford, MI 49341  
Subject Property Address/Description

07/27/2020

Date

Time

 Buyer's Initials

  
07/28/20  
3:31 PM EDT  
dotloop verified

Seller's Initials



West Michigan Regional Purchase Agreement

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30. **Buyer's Approval and Acknowledgment:** Buyer approves the terms of this offer and acknowledges receipt of a copy of this offer.

Buyer 1 Address \_\_\_\_\_ X  Buyer

Buyer 1 Phone: (Res.) \_\_\_\_\_ (Bus.) \_\_\_\_\_ Print name as you want it to appear on documents.

Buyer 2 Address \_\_\_\_\_ X  Buyer

Buyer 2 Phone: (Res.) \_\_\_\_\_ (Bus.) \_\_\_\_\_ Print name as you want it to appear on documents.

31. **Seller's Response:** The above offer is approved: ☒ As written. ☐ As written except:

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 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 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. Buyer and Seller 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:** \_\_\_\_\_ Listing Broker License # \_\_\_\_\_

Listing Agent Name: Jason VanAssen Listing Agent License # \_\_\_\_\_

35. **Seller's Approval and Acknowledgment:** Seller approves the terms of this Agreement and acknowledges receipt of a copy. If Seller's response occurs after Buyer's offer expires, then Seller's response is considered a counteroffer and Buyer's acceptance is required below.

X (Seller's Signature, Date, Time)   \_\_\_\_\_

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen? ☐ Yes ☐ No\*

X (Seller's Signature, Date, Time): \_\_\_\_\_

Print name as you want it to appear on documents.

Is Seller a U.S. Citizen? ☐ Yes ☐ No\*

Seller's Address: 11 Mile rd, 9099, Rockford, MI 49341 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.

36. **Buyer's Receipt/Acceptance:** Buyer acknowledges receipt of Seller's response to Buyer's offer. In the event Seller's response constitutes a counteroffer, Buyer accepts said counteroffer and Buyer's acceptance is required below.

X (Buyer's Signature, Date, Time):   \_\_\_\_\_

X (Buyer's Signature, Date, Time):   \_\_\_\_\_

37. **Seller's Receipt:** Seller acknowledges receipt of Buyer's response to Seller's offer. In the event Buyer's response constitutes a counteroffer, Seller accepts said counteroffer and Seller's acceptance is required below.

X (Seller's Signature, Date, Time):   \_\_\_\_\_

X (Seller's Signature, Date, Time): \_\_\_\_\_

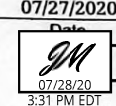
11 Mile rd, 9099, Rockford, MI 49341

Subject Property Address/Description

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Revision Date 2/2020

 Buyer's Initials

07/27/2020

Date \_\_\_\_\_ Time \_\_\_\_\_  
 Seller's Initials  
07/28/20  
3:31 PM EDT  
dotloop verified

## EXHIBIT "A"

### Legal Description

Land Situated in the State of Michigan, County of Kent, Township of Courtland.

**Parcel 1:**

Part of the Southwest 1/4 of Section 25, Town 9 North, Range 10 West, Courtland Township, Kent County, Michigan, described as: Commencing at the Southwest corner of said Section; thence North 89°46'05" East 1487.43 feet along the South line of said Section; thence North 00°18'35" East 232.69 feet parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section; thence South 89°46'05" West 187.21 feet parallel with the South line of said Section; thence North 00°18'35" East 270.64 feet parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section to the Place of Beginning; thence continuing North 00°18'35" East 523.70 feet along said West line; thence North 89°46'05" East 267.00 feet parallel with the South line of said Section; thence South 46°26'26" East 306.15 feet; thence South 00°18'35" West 100.20 feet parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section; thence South 89°46'05" West 226.00 feet parallel with the South line of said Section; thence South 00°18'35" West 211.63 feet parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section; thence South 89°46'05" West 264.00 feet parallel with the South line of said Section to the Place of Beginning.

TOGETHER WITH an 18.00 foot wide easement for ingress and egress located in the Southwest 1/4 of Section 25, T9N, R10W, Courtland Township, Kent County, Michigan, the West line of which is described as: Commencing at the Southwest corner of said Section; thence North 89°46'05" East along the South line of said Section 1487.43 feet to the Place of Beginning of the West line of said easement; thence North 00°18'35" East parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section 232.69 feet; thence South 89°46'05" West parallel with the South line of said Section 187.21 feet; thence North 00°18'35" East parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section 220.64 feet to the Place of Ending of the West line of said easement.

ALSO TOGETHER WITH a 66 foot wide easement for ingress, egress and public utilities, the centerline of which is described as commencing at the Southwest corner of Section 25, Town 9 North, Range 10 West; thence North 89 degrees 46 minutes 05 seconds East along the South line of said section, 1267.21 feet to the place of beginning of said centerline; thence North 00 degrees 18 minutes 35 seconds East 597.00 feet to the place of ending of said centerline.

41-07-25-376-009

Land Situated in the State of Michigan, County of Kent, Township of Courtland.

**Parcel 2:**

Part of the Southwest Quarter of Section 25, Town 9 North, Range 10 West, Courtland Township, Kent County, Michigan, described as: Commencing at the Southwest corner of said Section; thence North 89 degrees 46 minutes 05 seconds East along the South line of said Section 1487.43 feet to the Place of Beginning; thence North 00 degrees 18' 35" East 232.69 feet parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section; thence South 89 degrees 46' 05" West 187.21 feet parallel with the South line of said Section; thence North 00 degrees 18' 35" East 270.64 feet parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section; thence North 89 degrees 46' 05" East 264.00 feet parallel with the South line of said Section; thence North 00 degrees 18' 35" East 211.63 feet parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section; thence North 89 degrees 46' 05" East 226.00 feet parallel with the South line of said Section; thence South 00 degrees 18' 35" West 714.95 feet parallel with the West line of the East 7/8 of the Southwest 1/4 of said Section to the South line of said Section; thence South 89 degrees 46' 05" West 302.79 feet along the South line of said Section to the Place of Beginning.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**EXHIBIT "A"**  
Legal Description

41-07-25-376-010

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**ADDENDUM TO WEST MICHIGAN REGIONAL  
PURCHASE AGREEMENT**

This is an addendum (“Addendum”) to the West Michigan Regional Purchase Agreement (“Agreement”) between Jeff A. Moyer, bankruptcy trustee in the Matter of *In re: Randall L. Mouw*, Debtor, Chapter 7 Case No. 19-03894-jwb, United States Bankruptcy Court for the Western District of Michigan (“Seller”) and Wayne and Mike VanderMolen (“Buyer”), which was originally submitted by the Buyer on 7/28/20

Seller is the Chapter 7 bankruptcy trustee in the above-referenced bankruptcy case pending in the United States Bankruptcy Court for the Western District of Michigan (“Bankruptcy Court”). Seller has signed the Agreement and this Addendum in his capacity as the Chapter 7 bankruptcy trustee, and not individually. To the extent the terms of this Addendum, conflict with, or amend any term of the Agreement, the terms of this Addendum shall control.

Notwithstanding the printed provisions in the Agreement, sale of the Property or Premises referenced in the Agreement, is also subject to the following terms and conditions:

A. Entry of an order by the Bankruptcy Court under 11 U.S.C. § 363 approving the Agreement and allowing sale of the Property free and clear of liens claims and encumbrances (a “Sale Order”).

B. Title to the Property<sup>1</sup> shall be transferred by Seller’s execution of one or more trustee’s deeds. Any reference to a warranty deed in the Agreement is stricken.

C. Section 21 of the Agreement entitled “Closing” is revised by deleting “on or before 9/30/20” and replacing it with “within 30 days of entry of an order by the Bankruptcy Court under 11 U.S.C. § 363 approving the Agreement and allowing sale of the property free and clear of liens claims and encumbrances.

D. Section 23 of the Agreement entitled “Earnest Money Deposit” is revised by deleting “\$1,000” and replacing it with “\$2,000”.



E. Section 26 of the Agreement entitled “Other Provisions” is revised by adding the following provisions:

(1) The Property is being sold “as is, where is” without warranty of any kind.

(2) Sale of the Property shall be on an “as is, where is” basis as of the date of closing, without representation or warranty, express or implied, of any kind, nature or description, including without limitation, any warranty of merchantability, habitability, usability or fitness for any purpose. Seller shall not be required to inspect or test or report on the condition of the Property or any personal property being sold, if any or the operability of the Property or any personal property, or the existence of any defects in the Property or any personal property.

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<sup>1</sup> Capitalized terms not defined in this Addendum shall have the same meanings given to them in the Agreement.

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F. Conditions Precedent to Closing. The obligations of Seller and Buyer to sell and purchase the Property and otherwise carry out the terms of the Agreement are conditioned upon:

(1) Approval of the sale and entry of the Sale Order after notice and a hearing at which interested bidders, including Buyer, may appear and make competing bids for the Property.

(2) The Seller reserving the right to recommend a rejection of any offer made to the Bankruptcy Court, if the offer later proves insufficient to yield a reasonable net recovery to the bankruptcy estate or if a higher bid is received at the hearing on confirmation of the sale. The Sale Order being in form and substance reasonably acceptable to Seller and Buyer and providing that the Bankruptcy Court approve the sale of the Property under Section 363 of the Bankruptcy Code. Seller seeking approval from the Bankruptcy Court to permit the sale to close as soon as possible following entry of the Sale Order and to direct that the provisions of Bankruptcy Rule 6004(g) not apply. Seller seeking to obtain the Sale Order as soon as practicable after the Effective Date of this Agreement.

(3) One Thousand and no/100 Dollars (\$1,000.00) of Buyer's deposit shall be nonrefundable in order to defray the costs of attempting to obtain Bankruptcy Court approval of the sale. However, if the Sale Order is entered and the sale to Buyer is completed, Buyer's full Two Thousand and no/100 Dollars (\$2,000.00) deposit will be applied against the total purchase price. If Buyer fails to complete the sale for any reason after entry of the Sale Order, Buyer's full deposit of Two Thousand and no/100 Dollars (\$2,000.00) will be forfeited, provided, however, if (a) the sale to a higher bidder is approved by the Bankruptcy Court and Buyer is not an approved backup bidder, (b) the sale to a higher bidder is approved and completed, or (c) Seller defaults under the terms of the Agreement or this Addendum, the entire deposit shall be refunded to the Buyer.

This Addendum is executed as of August 14, 2020, which shall be deemed the Effective Date of the Agreement.

## SELLER

The Chapter 7 Estate of *In re: Randall L. Mouw*

By: *Jeff Moyer*

dotloop verified  
08/14/20 5:39 PM EDT  
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Jeff A. Moyer, bankruptcy trustee in the Matter of  
*In re: Randall L. Mouw*, Debtor, Chapter 7 Case  
No. 19-03894-jwb, United States Bankruptcy Court  
for the Western District of Michigan

## BUYER

*Wayne VanderMolen*

dotloop verified  
08/14/20 5:13 PM EDT  
2GEE-SIAT-VRAU-VCTU

*Mike VanderMolen*

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EDT  
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