IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

In Re:

BRETON LEE MORGAN **Case No. 18-30219**
Chapter 11

Debtor-in-Possession.

DEBTOR'S MOTION TO SELL 361 ACRES OF REAL ESTATE LOCATED AT 15018 KANAWHA VALLEY ROAD, SOUTHSIDE, MASON COUNTY, WEST VIRGINIA FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, PURSUANT TO 11 U.S.C. § 363(b), (f) AND (m) AND § 105, AND FED. R. BANKR. P. 2002 AND 6004

The Debtor, Breton Lee Morgan (hereinafter "Debtor"), by Counsel Joe M. Supple, files this motion pursuant to 11 U.S.C. §363 seeking an Order approving the sale of the Debtor's 361 acres of real estate located at 15018 Kanawha Valley Road, Southside, Mason County, West Virginia free and clear of liens and encumbrances for the sum of $2,200,000. In support of his motion, the Debtor states:

BACKGROUND

1. The Debtor filed a petition for relief under Chapter 11 of Title 11 of the United States Code on May 15, 2018 as Chapter 11 Debtors-in-Possession.

2. Debtor owns 361 acres of real estate located 15018 Kanawha Valley Road, Southside, Mason County, West Virginia (hereinafter the "Property").

3. The Property is encumbered by the first deed of Trust of Peoples Bank in the amount of approximately $515,000 and a second position tax lien held by the West Virginia State Tax Department in the amount of approximately $4,000.

4. Unsecured claims, including unsecured debts listed on the Debtor's schedules, total approximately $500,000.

5. The Property was listed on the Debtor's bankruptcy schedules with a value of $3,000,000.

JURISDICTION

6. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N).

TERMS OF THE PROPOSED SALE

7. On September 19, 2018, the Debtor entered into a Real Estate Purchase Agreement ("Agreement") with Mr. Lance Thornton and Dr. Susan Mullooly ("Purchaser") for the sum of $2,200,000. The Purchaser has no claim against or relationship with the Debtor and the Agreement was negotiated at arm's length. *A copy of the Real Estate Purchase Agreement is attached hereto as Exhibit A.*

8. The Debtor believes that the Purchase Price is fair and reasonable. The purchase price of $2.2 million far exceeds the $1 million of secured and unsecured claims owed by the Debtor.

9. The Property to be conveyed includes real estate and some furnishings owned by the Debtor.

10. The purchase price is payable in cash at Closing.

11. Closing is contingent upon Purchaser obtaining financing.

12. Closing shall occur within 40 days after entry of an Order by this Court approving the sale.

13. Seller shall pay transfer tax, deed preparation cost, and any other closing costs typically paid by a seller in accordance with the prevailing local practice. Purchaser shall pay for

any survey, title exam, recording fees and ant other closing costs typically paid by a purchaser in accordance with the prevailing local practice.

14. Real estate taxes shall be prorated as of the date of closing.

THE SALE

15. The transfer of the Property to Purchaser represents an arms' length transaction and has been negotiated in good faith between the parties. The Debtor moves for the entry of an order approving the sale and finding that Purchaser, as transferee of the Property, is a good faith purchaser within the meaning of 11 U.S.C. §363(m) and, as such, is entitled to the full protections of 11 U.S.C. § 363(m). The Debtor has proceeded in good faith in all respects in connection with this proceeding in that:

a. Purchaser recognized that the Debtor was free to deal with any other party interested in acquiring the Property;

b. All payments to be made by Purchaser in connection with the transaction have been disclosed; and

c. Purchaser has not violated 11 U.S.C. § 363(n) by any action or inaction.

16. The Debtor moves for entry of an order that, in the absence of a stay of the Court's Order approving the sale (the "Sale Order"), if Purchaser elects to close under the Agreement at any time after entry of the Sale Order, then, with respect to the Agreement, Purchaser will be entitled to the protection of § 363(m) if the Sale Order or an authorization contained therein is reversed or modified on appeal.

17. The Debtor further moves for the entry of an order finding that he has established sound business justifications in support of the sale and a determination that the purchase price

presents the best opportunity for Debtor's estate to realize the highest distribution possible to all creditors; that the purchase price, as approved herein, is the highest and best offer for the Property; that the purchase price constitutes full and adequate consideration and reasonably equivalent value for the Property; and that the transfer of the Property on the Closing to Purchaser for the purchase price is in the best interest of Debtor's estate, Debtor's creditors, and all parties-in-interest.

AUTHORIZING THE SALE OF THE PROPERTY

18. The Debtor, pursuant to 11 U.S.C. §363(f) and this Court's general equitable powers under 11 U.S.C. § 105(a), moves for an Order that upon the Closing of the Sale, Purchaser will take title to and possession of the Property and that the transfer of the Property will be free and clear of any and all liens, claims, liabilities, interests and encumbrances whatsoever, whether against the Debtor, the Purchaser, or against the Property including, but not limited to, the liens of Peoples Bank and the West Virginia State Tax Department. All liens, claims, liabilities, interests and encumbrances will attach solely to the proceeds of the sale with the same validity and priority as they attached to the Property.

19. The Debtor further moves for the entry of an order finding that the Purchaser shall not have any liability or responsibility for any liability or other obligations of the Debtor arising under or related to the Property or any fixtures or personal property thereon.

20. The Debtor also moves for the entry of an order that, effective on the Closing Date, all persons or entities, to the extent allowed by law, are forever prohibited and enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Purchaser, its

successors and assigns, or the Property, based upon or with respect to any interest, claim, and liability of which the sale of the Property is free and clear under the terms of the Agreement and this Court's Sale Order.

21. The Debtor further moves for the entry of an order that, at the Closing the Debtor will sell, transfer, assign and convey to the Purchaser and/or their assigns all of the Debtor's rights, title and interest in, to and under the Property; that the Debtor is authorized, empowered and hereby directed to deliver deeds and other such documentation that may be necessary or requested by the Purchaser in accordance with the terms of the Agreement to evidence the transfer required herein.

PAYMENT OF SECURED CLAIMS AT CLOSING AND ESCROW OF FUNDS

22. Purchaser has requested, and the Debtor agrees, that the secured claims of Peoples Bank and the West Virginia State Tax Department shall attach to the proceeds of sale and shall be paid at closing.

23. The Debtor will escrow funds for payment of administrative claims and unsecured claims which will be disbursed only upon further Order of the Bankruptcy Court.

RELIEF REQUESTED

24. That the Court enter an Order, in the form attached to this motion, which:

a. Authorizes the Debtor to sell the Property free and clear of all liens, claims, encumbrances and interests pursuant to 11 U.S.C. §§ 105 and 363;

b. Approves the Sale of the Property pursuant to 11 U.S.C. § 363(b), (f), (h), (m) and Fed. R. Bankr. P. 6004;

c. Declares that all liens against the Debtor and against the Property attach to the proceeds of the sale.

d. Authorizes the payment of the usual and ordinary expenses of the sale at closing from the proceeds of the sale;

e. Authorizing the payment of all unpaid real estate taxes assessed against the Property at closing from the proceeds of sale.

f. Authorizing the Debtor to execute the deed and any other documents required for closing.

g. Authorizing the payment of the secured claims of Peoples Bank and the West Virginia State Tax Department at Closing.

Breton Lee Morgan
By Counsel,

/s/ Joe M. Supple

Joe M. Supple (WV Bar #8013)
Supple Law Office, PLLC
801 Viand Street
Point Pleasant, WV 25550
304.675.6249

CERTIFICATE OF SERVICE

I, Joe M. Supple, counsel for the Debtors, certify that a true copy of the DEBTOR'S MOTION TO SELL 361 ACRES OF REAL ESTATE LOCATED AT 15018 KANAWHA VALLEY ROAD, SOUTHSIDE, MASON COUNTY, WEST VIRGINIA FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, PURSUANT TO 11 U.S.C. § 363(b), (f) AND (m) AND § 105, AND FED. R. BANKR. P. 2002 AND 6004 and NOTICE OF MOTION was served by this Court's CM/ECF system on September 21, 2018 to all parties having registered in this case under the Court's CM/ECF system.

/s/ Joe M. Supple

EXHIBIT A

REAL ESTATE PURCHASE AGREEMENT

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("**Agreement**"), made this 19th day of September 2018, by and between Breton L. Morgan (hereinafter referred to as "**Seller**"); and Lance Thornton, and Susan Mullooly or their assigns (hereinafter referred to as "**Purchasers**");

RECITALS:

Seller has advised Purchasers that Seller is a Debtor under Chapter 11 of the United States Bankruptcy Code, Case No. 18-30219, pending in the United States Bankruptcy Court for the Southern District of West Virginia ("**Bankruptcy Court**") and is the present owner of the Real Estate described below.

After reasonable inquiry, Seller has advised the Purchasers that Seller believes he can secure the needed approvals and consents to permit him to transfer good and marketable title to the Property to Purchasers, free and clear of all liens.

Purchasers have indicated to Seller that Purchasers are willing to bind themselves to purchase the Property for the sum of Two Million Two Hundred Thousand Dollars ($2,200,000.00) under the terms and conditions hereinbelow described, subject to approval by the Bankruptcy Court.

AGREEMENT:

1. Recitals. The above recitals are adopted herein to this Agreement and made a part hereof by reference.

2. Property. The Seller hereby agrees to sell, and the Purchasers hereby agree to purchase, on the following terms and condition, 361.17 acres, more or less, of real estate located at 15018 Kanawha Valley Road, Southside, Mason County, West Virginia, Tax Map 365 Parcel

0055 and Parcel 0056 and Tax Map 364 Parcel 0005 (the "**Property**") (a full description of the Property is attached hereto as Exhibit "A" and made a part hereof by reference). The Property includes all mineral and gas rights. The mansion house situate on the Property shall be conveyed fully furnished.

2. Purchase Price. Purchasers will pay Seller for the Property the sum of Two Million Two Hundred Thousand Dollars (the "**Purchase Price**") payable in cash at closing.

3. Bankruptcy Court Approval. Purchasers' obligation to purchase the Property is expressly conditioned upon entry of an order of the Bankruptcy Court approving the sale within sixty days from the date of this Agreement, and the sale shall be completed and all necessary papers executed and delivered, unless extended by mutual agreement of the parties, on a mutually convenient date on or before forty days after entry of the bankruptcy sale order. The Property shall be free and clear of liens, claims, and encumbrances, which order will require that all parties in possession of the Property vacate the Property on or before the closing (the "Closing Date"). Unless otherwise mutually agreed to by the parties, the Closing Date shall not be sooner than October 13, 2018. The bankruptcy sale order shall provide that all liens and encumbrances against the Property shall be paid in full from the proceeds of sale at closing.

4. Financing Contingency. Purchasers' obligation to purchase the Property is expressly conditioned upon Purchasers obtaining financing. Should the Purchasers make a reasonable effort to obtain such financing and fail, the terms of this Agreement shall be null, and void and the Purchasers are under no further obligation to proceed.

5. Timber and Oil and Gas. Seller shall neither harvest timber nor sell the oil and gas rights to the Property while this Agreement is pending.

6. Title Transfer and Payment of Purchase Price. Seller agrees, on the Closing Date and upon the payment of the Purchase Price, to tender and deliver or cause to be tendered and delivered unto the Purchasers, or their designee, a deed for the Property, in form prepared by Seller and approved by Purchasers, conveying the Real Estate, which deed shall contain covenants of general warranty, free from all tenancies, liens and encumbrances, and which said deed shall, in fact, convey good and marketable title to the Property, free from all tenancies, liens and encumbrances.

7. Delivery of Possession. Possession of the property shall be delivered to Purchasers at Closing.

8. Proration of Taxes and Fees at Closing. *Ad valorem* Real Estate taxes shall be prorated on a calendar year basis between Seller and Purchasers as of the Closing Date. All other charges and fees customarily prorated between seller and a buyer shall be so prorated as of the Closing Date. Purchasers shall pay all recording fees and all other costs customarily paid by a buyer of real property. Seller shall prepare and pay for the cost of deed preparation and shall pay the excise tax on the transfer of real property (transfer stamps) and all other costs customarily paid by a seller of real property.

9. No Express or Implied Warranties. Except as expressly provided to the contrary herein, Purchasers agree to accept the Property "as is" without any warranties, express or implied.

10. Assignability and Binding Effect. This Purchase Agreement shall be binding upon the parties hereto and their respective, heirs, devisees, successors and assigns, subject only to Bankruptcy Court approval.

11. Entire Agreement. This Purchase Agreement constitutes the entire agreement of the parties, and no oral or implied agreements or representations shall be binding upon the parties.

12. No Realtor/Broker Fees. Purchasers and Seller acknowledge that no sales commissions are due as a result of the within sale, or as a result of any act or deed by said party.

13. Headings. The headings of sections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

14. Governing Laws. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WEST VIRGINIA.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute shall one and the same instrument notwithstanding that all Parties are not signatories to each counterpart.

16. Amendment, Modification and Waiver. The Agreement may only be modified or amended in a writing signed by the Parties.

17. Product of Negotiation. This Agreement is the product of extensive negotiation between the Parties and no construction, interpretation, enforcement, inference or presumption, in favor of or against any Party, shall be made as a consequence of the identity of the draftsman of this form of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the following signatures:

PURCHASERS:

Lance Thornton ______ Date 9/19/18

Susan Mullooly ______ Date 9/20/18

SELLER:

Breton L. Morgan ______ Date 9-20-18

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

In Re:

BRETON LEE MORGAN **Case No. 18-30219**
Chapter 11

Debtor-in-Possession.

NOTICE OF DEBTOR'S MOTION TO SELL 361 ACRES OF REAL ESTATE LOCATED AT 15018 KANAWHA VALLEY ROAD, SOUTHSIDE, MASON COUNTY, WEST VIRGINIA FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, PURSUANT TO 11 U.S.C. § 363(b), (f) AND (m) AND § 105, AND FED. R. BANKR. P. 2002 AND 6004

TO ALL CREDITORS AND OTHER INTERESTED PARTIES:

PLEASE TAKE NOTICE that on September 21, 2018, the Debtor filed a *Motion to Sell 361 Acres of Real Estate Located at 15018 Kanawha Valley Road, Southside, Mason County, West Virginia, Free and Clear of All Liens, Claims, Encumbrances, and Interests, Pursuant to 11 U.S.C. 363(b), (f) and (m), §1142(b) and § 105, and Fed. R. Bankr. P. 2002, 3020 and 6004*.

The Debtor filed a petition for relief under Chapter 11 of Title 11 of the United States Code on May 15, 2018 as Chapter 11 Debtors-in-Possession. Debtor owns 361 acres of real estate located 15018 Kanawha Valley Road, Southside, Mason County, West Virginia (hereinafter the "Property"). The Property is encumbered by the first deed of Trust of Peoples Bank in the amount of approximately $515,000 and a second position tax lien held by the West Virginia State Tax Department in the amount of approximately $4,000. Unsecured claims, including unsecured debts listed on the Debtor's schedules, total approximately $500,000. The Property was listed on the Debtor's bankruptcy schedules with a value of $3,000,000.

On September 19, 2018, the Debtor entered into a Real Estate Purchase Agreement ("Agreement") with Mr. Lance Thornton and Dr. Susan Mullooly ("Purchaser") for the sum of $2,200,000. The Purchaser has no claim against or relationship with the Debtor and the Agreement was negotiated at arm's length. The Debtor believes that the Purchase Price is fair and reasonable. The purchase price of $2.2 million far exceeds the $1 million of secured and unsecured claims owed by the Debtor. The Property to be conveyed includes real estate and some furnishings owned by the Debtor. The purchase price is payable in cash at Closing. Closing is contingent upon Purchaser obtaining financing. Closing shall occur within 40 days after entry of an Order by this Court approving the sale. Seller shall pay transfer tax, deed preparation cost, and any other closing costs typically paid by a seller in accordance with the prevailing local practice. Purchaser shall pay for any survey, title exam, recording fees and ant other closing costs typically paid by a purchaser in accordance with the prevailing local practice. Real estate taxes shall be prorated as of the date of closing.

The secured claims of Peoples Bank and the West Virginia State Tax Department shall attach to the proceeds of sale and shall be paid at closing. The Debtor will escrow funds for payment of administrative claims and unsecured claims which will be disbursed only upon further Order of the Bankruptcy Court.

PLEASE TAKE FUTHER NOTICE that parties with objections to the sale or upset bids must file a written notice as hereinafter described.

1. **PURCHASE AGREEMENT FOR SALE OF PROPERTY.** On September 19, 2018, the Debtor, subject to Court approval, executed a Real Estate Purchase Agreement with Mr. Lance Thornton and Dr. Susan Mullooly, or their assigns (the "Purchaser") to sell and transfer to the Purchaser the Real Estate for $2,200,000.00.
2. **BANKRUPTCY COURT APPROVAL.** The Sale contemplated herein is subject to the entry of an order by this Court approving the sale of the Debtor's Property free and clear of liens, claims and encumbrances.
3. **ACCESS TO INFORMATION.** Within forty-eight (48) hours of a written request delivered to Debtor's counsel, Debtor's counsel will deliver to any such requesting party, by same-day or overnight messenger, a copy of the Sale Motion, including the Real Estate Purchase Agreement, any Amendment, and all accompanying exhibits. Within 48 hours of a written request delivered to Debtor's counsel, or the next business day following expiration of such time period if it expires on a weekend or a holiday, the Debtor will provide access to any documents in its possession or control to interested persons for the purpose of conducting due diligence, provided that such persons provide evidence acceptable to the Debtor that such person has the present ability to fund a bid to purchase the Property. All due diligence of all potential bidders must be completed before the Sale Hearing.

PLEASE TAKE FURTHER NOTICE THAT UPSET BIDS OR OBJECTIONS to the relief requested in the Sale Motion must (a) be in writing and filed with the Court; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules; (c) be served upon (i) counsel for the Debtor, Joe M. Supple, Supple Law Office PLLC, 801 Viand Street, Point Pleasant, West Virginia 25550, joe.supple@supplelaw.net; and (d) set forth the name of the party making the upset bid or the objection and set forth terms of the upset bid or the substance of the objection, as the case may be, so as to be received by them on or before **October 12, 2018**. Additionally, upset bids must be accompanied by an executed purchase agreement redlined to show changes from the Real Estate Purchase Agreement, by the upset bid deadline, representing an earnest money down payment. The Debtor reserves the right to determine, in its business discretion, which sale is the most equitable and beneficial to the Debtor and to the bankruptcy estate.

PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTIONS TO THE AMENDED SALE MOTION ARE FILED ON OR BEFORE OCTOBER 12, 2018, AN ORDER WILL BE ENTERED BY THE COURT APPROVING THE SALE.

Date of Issuance: September 21, 2018

BRETON LEE MORGAN,
By counsel,

/s/ Joe M. Supple
Supple Law Office, PLLC
801 Viand Street
Point Pleasant, WV 25550
(304) 675-6249

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

In Re:

BRETON LEE MORGAN **Case No. 18-30219**
Chapter 11

Debtor-in-Possession.

CERTIFICATE OF SERVICE

I, Joe M. Supple, counsel for the Debtor, certify that on September 21, 2018, I served a true copy of the NOTICE OF DEBTOR'S MOTION TO SELL 361 ACRES OF REAL ESTATE LOCATED AT 15018 KANAWHA VALLEY ROAD, SOUTHSIDE, MASON COUNTY, WEST VIRGINIA FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, PURSUANT TO 11 U.S.C. § 363(b), (f) AND (m) AND § 105, AND FED. R. BANKR. P. 2002 AND 6004

by United States Mail, First Class, postage prepaid, to **those individuals and entities on the attached mailing matrix** and also to:

Mr. Lance Thornton
Dr. Susan Mullooly
c/o Brian.J. Pulito, Esq.
Steptoe & Johnson
201 Chestnut Street, Suite 200
Meadville, Pennsylvania 16335
Brian.Pulito@Steptoe-Johnson.com

/s/ Joe M. Supple
Joe M. Supple (WV Bar #8013)
Supple Law Office, PLLC
801 Viand Street
Point Pleasant, WV 25550
304.675.6249
Counsel for the Debtor

Label Matrix for local noticing
0425-3
Case 3:18-bk-30219
Southern District of West Virginia
Huntington
Fri Sep 21 23:47:56 EDT 2018

Advanta / Cardworks Servicing
101 Crossways Park West
Woodbury, NY 11797-2020

Amex Department Stores
PO Box 8218
Mason, OH 45040-8218

Bank of America
Attn: FL1-300-01-29
PO Box 25118
Tampa, FL 33622-5118

Michael L. Barr
Little, Sheets & Barr, LLP
211-213 East Second Street
P.O. Box 686
Pomeroy, OH 45769-0686

Bradley Arant Boult Cummings, LLP
1600 Division St.
Ste. 700
Nashville, TN 37203-2771

(p)U S SECURITIES AND EXCHANGE COMMISSION
ATLANTA REG OFFICE AND REORG
950 E PACES FERRY RD NE STE 900
ATLANTA GA 30326-1382

W. Scott Campbell
Samuel I White PC
601 Morris St
Ste 400
Charleston, WV 25301-1416

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

(p)CAPITAL ONE
PO BOX 30285
SALT LAKE CITY UT 84130-0285

Chase
PO Box 24696
Columbus, OH 43224-0696

Chase Bank USA
PO Box 15298
Wilmington, DE 19850-5298

Chase Mortgage
PO Box 24696
Columbus, OH 43224-0696

Chase Records Center
Attn: Correspondence Mail
Mail Code LA4-5555
700 Kansas Lane
Monroe, LA 71203-4774

Citibank N.A.
PO Box 6241
Sioux Falls, SD 57117-6241

Comenity Bank / Peebles
Bankruptcy Dept.
PO Box 182125
Columbus, OH 43218-2125

D. Carol Sasser, esquire
Samuel I. White P.C
5040 Corporate Woods Drive Suite 120
Virginia Beach, VA 23462-4377

DSNB / Macy's
PO Box 8218
Mason, OH 45040-8218

DSNB American Express
PO Box 8218
Mason, OH 45040-8218

Discover Bank
Discover Products Inc.
PO Box 3025
New Albany, OH 43054-3025

(p)DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY OH 43054-3025

Elaine Brown
25 Bethel Road
Point Pleasant, WV 25550-3501

(p)US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

Elizabeth Morgan
5403 Kanawha Road
Charleston, WV 25304-2217

Equifax
Equifax
P.O. Box 144717
Orlando, FL 32814-4717

Experian
Experian
Profile Maintenance
P.O. Box 9558
Allen, TX 75013-9558

First Premier Bank
PO Box 5529
Sioux Falls, SD 57117-5529

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

James M Casey, Esq.
610 1/2 Main Street Ste B.
Point Pleasant, WV 25550-1121

Jeff Jurca
Jurca & Lashuk, LLC
240 North Fifth Street, Suite 330
Columbus, OH 43215-2611

MB Financial
PO Box 961
Roanoke, TX 76262-0961

Macy's Bankruptcy Processing
PO Box 8053
Mason, OH 45040-8053

Mason County Sheriff
Tax Department
200 6th Street, Ste 2
Point Pleasant, WV 25550-1131

Lisa A. McNeil
Northern District of WV Bankruptcy Court
P.O. Box 70
Wheeling, WV 26003-0008

Mercedes-Benz Financial Services
13650 Heritage Valley Parkway
Fort Worth, TX 76177

Mercedes-Benz Financial Services USA LLC
c/o BK Servicing, LLC
PO Box 131265
Roseville, MN 55113-0011

Breton Lee Morgan
15018 Kanawha Valley Road
Southside, WV 25187-8919

Johnie R Muncy
Samuel L White PC
1804 Staples Mill Rd
Ste 200
Richmond, VA 23230-3530

Ohio Valley Plastering, Inc.
Attn; Paul McCormick
62 Olive Street
Gallipolis, OH 45631-1633

Peoples Bank
138 Putnam ST
Marietta, OH 45750-2923

Peoples Bank
PO Box 738
Marietta, OH 45750-0738

Richard Walker, CPA
2227 Jackson Ave
Point Pleasant, WV 25550-2003

D. Carol Sasser
Samuel I. White P.C.
209 Business Park Drive
Virginia Beach, VA 23462-6586

Shaw & Shaw, L.C. Attorneys at Law
610 Main St
Point Pleasant, WV 25550-1121

Sherri Morgan
1021 Wetherfield Crossing
Hurricane, WV 25526-8719

Joe M. Supple
801 Viand Street
Point Pleasant, WV 25550-1238

Supple Law Office, PLLC
801 Viand Street
Pt. Pleasant, WV 25550-1238

Trans Union Corporation
Trans Union Corporation
Attention: Public Records Dept.
555 West Adam St.
Chicago, IL 60661-3631

Travis G. Lloyd
Bradley Arant Boult Cummings LLP
Roundabout Plaza
1600 Division Street, Ste 700
Nashville, TN 37203-2771

United Bank
514 Market Street
Parkersburg, WV 26101-5144

United Bank
PO Box 2373
Charleston, WV 25328-2373

United States Attorney
Southern District WV
P.O. Box 1713
Charleston, WV 25326-1713

United States Trustee
2025 Robert C. Byrd U.S. Courthouse
300 Virginia Street, East
Charleston, WV 25301-2503

WV Department of Tax & Revenue
Bankruptcy Unit
P.O. Box 766
Charleston, WV 25323-0766

WV Secretary of State
Attn: Business Division
State Capital Bldg. 1, Suite 157k
Charleston, WV 25305

Debra A. Wertman
300 Virginia St., E.
Suite 2025
Charleston, WV 25301-2535

West Virginia State Auditors Office
1900 Kanawha Blvd. East
Building 1, Room W-114
Charleston, WV 25305-0001

West Virginia State Tax Department
Bankruptcy Unit
P.O. Box 766
Charleston, WV 25323-0766

Eric M. Wilson
WV State Tax Dept
1001 Lee St E.
Charleston, WV 25301-1725

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Branch of Reorganization
Atlanta Regional Office
U.S. Securities and Exchange Commission
Suite 1000, 3475 Lenox Rd, NE
Atlanta, GA 30326-1232

Capital One Bankruptcy Department
PO Box 5155
Norcross, GA 30091

Discover Financial Services
PO Box 15316
Wilmington, DE 19850

Elan Financial
CB Disputes
PO Box 108
Saint Louis, MO 63166

Internal Revenue Service
P. O. Box 21126
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)User Bench

(u)JPMorgan Chase Bank, National Association

(d)James M Casey, Esq.
610 1/2 Main Street, Ste. B
Point Pleasant, WV 25550-1121

(d)Mercedes-Benz Financial Services USA LLC
c/o BK Servicing, LLC
PO Box 131265
Roseville, MN 55113-0011

(d)West Virginia State Tax Department
Bankruptcy Unit
P.O. Box 766
Charleston WV 25323-0766

End of Label Matrix

Mailable recipients	59
Bypassed recipients	5
Total	64