

BEFORE THE UNITED STATES BANKRUPTCY COURT – WHEELING
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA

IN RE: GREGORY APANOWICZ

DEBTOR BANKRUPTCY NO. 17-0595
CHAPTER 7

MOTION TO APPROVE SALE

Comes now the Debtor, Gregory Apanowicz, by counsel, D. Conrad Gall, Esq., and moves this Court for an Order approving the sale of certain real estate located at 1205 Headley Court, Fairmont, Marion County, WV in which the Debtor holds an undivided ½ (one-half) interest with his sibling, Stanley Apanowicz, to Mezco Properties, LLC for the gross sum of \$120,000.00. The property has a mortgage with 1st Exchange Bank with an estimated balance of \$36,830.00, leaving the gross sum of \$83,170.00 to be divided equally between the Debtor and his sibling after paying the costs of the sale.

DEBTOR, BY COUNSEL

/s/ D. Conrad Gall
D. CONRAD GALL
COUNSEL FOR THE DEBTOR
3497 FAIRMONT AVENUE, SUITE 2
FAIRMONT, WV 26554
(304) 363-5632 WV BAR #4984

CERTIFICATE OF SERVICE

I, D. Conrad Gall, Esq., acting as counsel for the Debtor, Gregory Apanowicz, do hereby certify that a true copy of the foregoing document was delivered by first-class mail to the following people, at their listed addresses, on this the 1st day of November, 2017.

First Exchange Bank
11 W. Main Street
Mannington, WV 26582

Can Capital
2015 Vaughn Rd. Bldg 500
Kennesaw, GA 30144

Ally Bank
1208 Washington Avenue
Minneapolis, MN 55401

B C Bank
1105 Buckhannon Pike
Nutter Fort, WV 26301

Ryan Marsteller
P.O. Box 1926
Huntington, WV 25720-1926

Appalachian Title Services, LLC
Donald J. Epperly
P. O. Box 1081
Bridgeport, WV 26330

State Tax Department
1206 Quarrier Street
Charleston, WV 25301

U. S. Trustee
300 Virginia St. East, Room 2025
Charleston, WV 25301

Fairmont Federal CU
P. O. Box 2139
Fairmont, WV 26554

Superior Capital
189 Townsend St.
Birmingham, MI 48009

/s/ D. Conrad Gall
D. CONRAD GALL
COUNSEL FOR THE DEBTOR
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REAL ESTATE PURCHASE AGREEMENT

Mezco Properties LLC ("Buyer") agrees to buy, and Gregory J Apanowicz & Stanley M Apanowicz ("Seller") agrees to sell, the real and personal property described below (the "Property"):

1. **Description.** The Property is described as follows:

Street Address: 1205 Headley Court Fairmont, WV 26554.

Tax Parcel Information: 24-09-024B-0010-0001

Legal Description: .64 AC Deerfield ESTS

Personal property included with the real estate being sold:

Appliances

2. **Purchase Price.** The purchase price is \$ 120,000.00, which shall be paid in cash at the closing. The earnest money described below shall be a credit against the purchase price.

3. **Closing Agent.** The closing agent shall be Jarrod G. DeVault. The closing agent shall disburse the earnest money at the closing and perform any other duties agreed in writing among Buyer, Seller, and the closing agent. The closing agent shall not be liable, except for gross negligence or intentional misconduct, for any matter related to the performance of duties in connection with this Agreement.

4. **Earnest Money.** Buyer has paid to the closing agent a deposit of \$ 500.00 toward the purchase price. If this earnest money has been paid by a check that is not honored by the bank upon which it is drawn, Buyer shall have 48 hours after written notice from the closing agent to deliver good funds to the closing agent. If Buyer does not do so, Seller shall have the right to terminate this Agreement upon written notice to Buyer.

5. **Closing.** This transaction shall be closed on December 1, 2017 at — a.m./p.m. at the office of the closing agent. Any extension of this date and time must be agreed in writing by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the date of closing. Taxes for prior years shall be paid by Seller.

6. **Closing Costs.** Seller shall pay all existing loans affecting the Property; ~~the cost of a title search or abstract and any owner's title policy;~~ the fees of Seller's attorney; and the fee for preparation of the deed. ~~Buyer shall pay all transfer taxes and recording fees on the deed and any deed of trust;~~ the fees of Buyer's attorney; and the costs of obtaining and closing a loan. Seller will pay Transfer stamps and recording fees. Buyer will pay cost of Title Sec

7. **Title Insurance.** [Select one.]

Title insurance is not required.

AM
GA/

An owner's title insurance policy in the amount of the purchase price shall be provided by the Seller. The title insurance company shall be _____ of 3. The agent is _____.

8. **Financial Contingency.** [Select one.]

- This Agreement is not conditioned upon Buyer's ability to obtain a loan or any other financial contingency.
- This Agreement is conditioned upon the following financial contingency:

9. **Warranty Deed.** At the time of closing, Seller shall convey the Property by general warranty deed, subject only to the following on the date of closing: (a) governmental zoning and other ordinances and regulations; (b) utility, sewer, drainage, and other easements and stipulations; (c) subdivision and condominium covenants, conditions, declarations, and other restrictions; and (d) rights of tenants or claims of tenants in possession under oral, or written but unrecorded, leases or other agreements. If title examination, mortgage loan inspection, boundary line survey, or other information discloses a material defect, Buyer may accept the Property with the defect or require the Seller to attempt to remedy the defect within 15 days after its discovery. If not remedied within that period, Buyer may elect to rescind this Agreement and receive a refund of the earnest money. The deed shall be made in the name(s) of Mezco Properties

10. **Inspection.** [Select one.]

- Buyer has inspected the Property and accepts it in its present condition.
- Inspection rights are as follows:
Termite Inspection

11. **Default.** Should Buyer default, the earnest money shall be forfeited to Seller, and Seller may sue for additional damages, specific performance of the Agreement, or both. Should Seller default, the earnest money shall be refunded to the Buyer, and Buyer may sue for damages, specific performance of this Agreement, or both. The prevailing party in litigation shall be entitled to recover all costs of enforcement, including reasonable attorney's fees.

12. **Binding Effect of this Agreement.** This Agreement shall be for the benefit of, and be binding upon, the parties, their heirs, successors, legal representatives and assigns. It constitutes the entire agreement between the parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

13. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of Tennessee.

14. **Cooperation.** Buyer and Seller agree to take promptly all actions reasonably necessary to carry out the responsibilities and obligations of this Agreement.

15. **Risk of Loss.** The risk of casualty loss or damage to the Property shall be borne by the

Seller until transfer of title. If a casualty loss prior to closing exceeds 10% of the purchase price, either Seller or Buyer may elect to terminate this Agreement with a refund of earnest money to Buyer.


16. **Other Terms.** The following terms and conditions supplement or supersede other provisions of this Agreement:

Contingent upon Sellers having property vacated by all persons and
belongin

17. **Real Estate Commissions.** Neither party is represented by a real estate agent. If a real estate commission is asserted, the party whose conduct gave rise to the claim shall defend it and hold the other party harmless from any liability or expense arising from it.


18. **Effective Date.** This Agreement shall take effect on the later of the dates below.

Date: 10-17-17



Seller

Date: 10-17-17



Buyer (Member Mezzo Properties)