

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

IN RE: GREGORY JOHN APANOWICZ

DEBTOR

BANKRUPTCY NO. 1:17-BK-00595

MOTION TO APPROVE SALE AND COMPELL SECURED
CREDITORS TO RELEASE LIENS/CLAIMS

Comes now D. Conrad Gall, Esq. As counsel for the Debtor, Gregory John Apanowicz, and moves this Court to approve the sale of the residence located at 414 Manley Street in Barrackville, WV on which 1st Exchange Bank holds a lien. The Debtor appends an Option to Purchase for \$185,000.00. The property has been for sale for almost 2 years and since last summer with Floyd Real Estate and this has been the highest and best offer received during that time. An Order for Employment was entered to compensate his realtor, the sum of \$4,000.00 or 6% for this sale. The Debtor will also be responsible for pro-rated taxes, deed preparation and transfer stamps of approximately \$792.00, so approximately \$169,280.00 would be available to pay the lien-holder, 1st Exchange Bank on this lien.

Wherefore the Debtor prays that this Court approve the sale of 414 Manley Street, Barrackville, WV 26559 for the sum of \$185,000.00 and compel the creditor, 1st Exchange Bank, to release the DOT/lien for the net proceeds after deducting for 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 16th day of January, 2018.

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

John Scott, Esq.
215 W. Main Street
Clarksburg, WV 26301

/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



REAL ESTATE PURCHASE AGREEMENT
Date Purchase Agreement Written: 12/27/2017



Listing Brokerage	<u>FLOYD REAL ESTATE, INC.</u>	<u>304-367-9898</u>	<u>N/A</u>
			<small>Phone/Email Address</small>
Listing Agent	<u>Alice Wise</u>	<u>304-288-4152</u>	<u>afwise@aol.com</u>
			<small>Phone/Email Address</small>
Brokerage Lic. #	<u>004256-00</u>	Agent Lic. #	<u>WV0011057</u>
Selling Brokerage	<u>FLOYD REAL ESTATE, INC.</u>	<u>304-367-9898</u>	<u>N/A</u>
			<small>Phone/Email Address</small>
Selling Agent	<u>John Demyon</u>	<u>3046775878</u>	<u>john5878@gmail.com</u>
			<small>Phone/Email Address</small>
Brokerage Lic. #	<u>004256-00</u>	Agent Lic. #	<u>WV0027987</u>

The **SELLER** hereby agrees to sell, and the **BUYER** hereby agrees to purchase, the following described real estate and its improvements, (the "Property"), on the terms and conditions set forth below:

Property Address 414 Manley Street, Barrackville, WV 26559

MLS # 10115104

Legal Description LS 34-35 MANLEY ST

District Barrackville Corp, County Marion, Deed Book/Page 1119 Pg. 855 Tax Map 0051,
 Parcel 0008, Lot(s) No. 34-35 Subdivision/Addition 70x170 Dimensions or Acreage +/-

1. PARTIES

SELLER'S Name Gregory Apanowicz

Current Address N/A

BUYER'S Name Zachary K. Johnson and Rebecca R. Johnson

Current Address 709 Saxman St. Barrackville, WV 26559

[Signature Box]

Seller Initials

<small>12/27/17 9:01PM EST</small>	<small>12/27/17 9:03PM EST</small>

Buyer Initials

2. PURCHASE PRICE

• Price ONE HUNDRED EIGHTY FIVE THOUDAND Dollars (\$ 185,000.)
 Cash Purchase Financed

• Earnest Money Deposit ONE THOUSAND Dollars (\$ 1,000.)
 Check Cash Promissory Note

• Payable to FLOYD REAL ESTATE, INC.

3. EARNEST MONEY

ALL EARNEST MONEY SHALL BE DEPOSITED IN THE NON-INTEREST BEARING TRUST FUND ACCOUNT OF THE LISTING BROKER ONLY UPON ACCEPTANCE OF THIS OFFER BY THE SELLER. ALL EARNEST MONEY SHALL BE HELD IN TRUST UNTIL SUCH TIME AS FUNDS ARE AVAILABLE FOR DISBURSEMENT AND UNTIL ALL PARTIES TO THIS AGREEMENT MUTUALLY AGREE IN WRITING AND INSTRUCT THE BROKER HOLDING THE EARNEST MONEY IN TRUST TO DISBURSE SUCH FUNDS. IN THE EVENT THE PARTIES DO NOT MUTUALLY AGREE AND SO INSTRUCT, THE ESCROWED FUNDS WILL NOT BE DISBURSED UNTIL AN ORIGINAL ENTERED COURT ORDER ORDERING DISBURSEMENT OF SUCH FUNDS IS DELIVERED TO THE BROKER HOLDING SUCH EARNEST MONEY IN TRUST.

4. TIME OF PERFORMANCE AND DEFAULT

This offer expires on 12/29/2017 at 8 :00 A.M. P.M.

After signature of the BUYER and until signed by the SELLER, this instrument shall constitute an offer to purchase which shall terminate and be automatically withdrawn unless accepted by the SELLER before the time of expiration. This offer shall be accepted by delivery to the BUYER of a duplicate of this instrument executed by the SELLER. If the offer is not accepted within said period, the earnest money remitted herewith shall be returned immediately to the BUYER. If the offer is accepted within said period, the SELLER and the BUYER shall consummate the sale on/or before 02/28/2018.

In the event the BUYER has not performed the terms of this Agreement within the time stated above, the SELLER shall be entitled to retain the earnest money deposit made by the BUYER as damages for the breach of this Agreement, and the parties shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement. However, the retention of such earnest money deposit shall not preclude the SELLER from pursuing any other claim for damages for breach of this Agreement.

In the event the SELLER fails, refuses, neglects or is unable to consummate the sale as provided for in this Agreement and through no fault or neglect of the BUYER, the BUYER'S earnest money shall be returned to the BUYER, and the parties shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement. However the return of the earnest money deposit shall not preclude the BUYER from pursuing any other claim for damages for breach of this Agreement.

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Buyer Initials

agrees to provide the **SELLER** with a "loan pre-approval letter" from a financial institution within 05 days from the date of acceptance of this Agreement stating **BUYER** can obtain the financing as indicated above. A "loan pre-approval letter" shall mean a letter from a lender verifying the **BUYER'S** ability to obtain such loan based upon the **BUYER'S** employment, income and satisfactory credit report. If, after making reasonable effort to secure a loan and such loan is not approved, the **BUYER** shall provide to the **SELLER** written confirmation of loan denial and this Agreement may be terminated by either party. Upon receipt of such written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement.

7. APPRAISAL CONTINGENCY Yes No

This Agreement is contingent upon the **BUYER** obtaining a current appraisal of the Property indicating an appraised value equal to or greater than the Purchase Price and if the appraised market value of the Property is not equal to or greater than the Purchase Price, the **BUYER** agrees to provide a copy of such appraisal to the **SELLER**, and this Agreement is then open for renegotiation. (The **BUYER** does not have to purchase and the **SELLER** does not have to sell). If an agreement on a new Purchase Price is not reached after 5 days of renegotiation, either party may terminate this Agreement. Upon receipt of such written termination notice, the parties shall be obligated to authorize the release of earnest money deposit as provided for in paragraph #3 of this Agreement.

8. INSPECTION CONTINGENCIES

- If the **BUYER** chooses not to have a property inspection, the **BUYER** accepts the Property in its present existing state and condition and is not to rely upon any representation made by the **SELLER** or the **SELLER'S** or the **BUYER'S** agent(s), except for those made in any written disclosure statement provided to the **BUYER**.
- The **BUYER** agrees that the **SELLER'S** and the **BUYER'S** real estate agent(s) and broker(s) shall not be responsible or liable for any agreements, conditions or stipulations not set forth herein relating to or affecting the physical condition of the Property or any fixture or personal property situate thereon or any appurtenances thereto.
- The **SELLER** agrees to provide access to the Property for the **BUYER'S** appraisers, inspectors, surveyors, or any other agents to satisfy any agreed-upon contingencies or to make repairs which have been agreed to by the parties.
- The **SELLER** agrees to have water, fuel and electric utilities on at the time of inspections or be responsible to reimburse the **BUYER** for the costs to connect such utilities and for all utility expenses incurred prior to closing.
- The **BUYER** hereby agrees to promptly pay for any inspection fees ordered by the **BUYER** or the **BUYER'S** agent(s), and to indemnify and hold harmless the **SELLER** and the real estate broker(s) and agent(s) from the costs of such inspections.

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- The BUYER'S obligation to purchase the Property is contingent upon the following contingencies:

A. PROPERTY INSPECTION CONTINGENCY Yes No

The BUYER shall have the right at the BUYER'S expense to have inspection(s) of the Property for structural, physical and mechanical components, environmental and geological issues and for such other purposes as determined by the BUYER. Written notice of the findings will be reported to the SELLER on/or before 01/16/2018. Failure to inspect and report to the SELLER within the specified time shall be deemed a waiver of the BUYER'S rights to inspection and to request repairs, and the BUYER agrees to accept the Property in its present condition. In the event any defects are discovered and repairs are required as a result of such inspection(s), the BUYER shall have the option of notifying the SELLER in writing on or before the date set forth above in this paragraph and providing the SELLER with a copy of the complete written report from the BUYER'S inspection company, that:

1. The BUYER is terminating this Agreement because the BUYER is not satisfied with the results of such inspection(s) and indicating to the SELLER in writing that the findings were not satisfactory; or
2. The BUYER requires certain unsatisfactory findings identified in such report(s) to be repaired by the SELLER, and the SELLER shall have the option of:
 - a. Making such repairs at the SELLER'S expense, by the closing date, or
 - b. Negotiating the repairs to be made by the SELLER, or
 - c. Refusing to make such repairs, thereby permitting the BUYER to terminate this Agreement or accept the Property in its present condition.

The SELLER shall respond in writing to the BUYER on/or before 01/18/2018 of the BUYER'S request indicating which option is selected. If option "b" is selected by the SELLER, the parties must enter into a written agreement regarding the repairs on or before 01/20/2018, or either party may terminate this Agreement. Upon receipt of a written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement.

B. MOLD INSPECTION CONTINGENCY Yes No



The BUYER shall have the right at the BUYER'S expense to have the Property inspected by a licensed mold inspector. Test and results must be provided to the SELLER or this contingency removed on/or before _____. In the event mold is found on the Property the SELLER shall have the option of:

- a. Taking remedial action to correct the problem. The BUYER may agree to accept this remedial action or may elect to terminate this Agreement and all earnest money deposits returned, or,
- b. Negotiating the remedial action/expense with the BUYER

If no written agreement regarding remedial action/expense is entered into on/or before _____ either party may terminate this Agreement. Upon receipt of such written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement.

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C. RADON INSPECTION CONTINGENCY Yes No

The BUYER reserves the right to have a Radon Test to be conducted at the BUYER'S expense. Test results of the air within envelope space when closed to outside environment (normal entry & exit) must be below the EPA Action Level of 4.0 Pico Curies per liter. Test must be conducted and results provided to the SELLER or this contingency removed on/or before _____. In the event test results indicate levels equal to or higher than the EPA Action Level, the SELLER shall have the option of:

- a. Taking remedial action to reduce levels to below the EPA Action Level. The BUYER may agree to accept this remedial action or may elect to terminate this Agreement and all earnest money deposits returned, or,
- b. Negotiating the remedial action/expense with the BUYER.

If no written agreement regarding remedial action/expense is entered into on/or before _____ either party may terminate this Agreement. Upon receipt of such written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement.



D. WOOD DESTROYING INSECT INSPECTION CONTINGENCY Yes No

The Property is to be conveyed free and clear of all wood destroying organisms. Prior to closing, the BUYER may procure at the BUYER'S expense a wood destroying insect infestation report from a licensed exterminating company. If evidence of infestation and/or damage caused by such infestation is discovered, the BUYER may choose to terminate this Agreement or request that the SELLER correct the same at the SELLER'S expense. If the SELLER does not correct the problem, then the BUYER may terminate this Agreement. If the Property is new construction (i.e., never lived in), the SELLER agrees to provide the BUYER with wood destroying organisms pre-treatment documentation. If the SELLER cannot provide pre-treatment documentation for new construction, the BUYER may terminate this Agreement. Upon receipt of such written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement.

E. SURVEY CONTINGENCY Yes No

The BUYER'S obligation to purchase under this Agreement is contingent upon the BUYER SELLER obtaining and the BUYER SELLER paying for a survey of the Property on/or before _____ to determine (1) there are no unsatisfactory rights of way or encroachments affecting the anticipated use of the Property, (2) the size of the Property is not materially different from that which has been represented, and (3) that the Property boundaries and corners are where they were represented to the BUYER prior to entering into this Agreement. If a discrepancy is determined, the SELLER shall have the right to cure said defect. If the SELLER is unable/or unwilling to cure the discrepancy and an agreement cannot be reached on/or before _____, this Agreement may, at the option of either party be terminated and

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the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided in paragraph #3 of this Agreement.

F. PRIVATE SEWERAGE AND/OR PRIVATE WATER SYSTEM INSPECTION CONTINGENCY Yes No

The BUYER'S obligation to purchase under this Agreement is contingent upon approval and/or certification of any on-site or other private sewage disposal system and/or private water system, with such inspection being at the BUYER'S SELLER'S expense on/or before _____ . Any septic tank pumping fee, if required, will be at the SELLER'S expense. If approval cannot be obtained, and the SELLER refuses or is unable to do what is necessary for approval of the private sewage disposal system and/or private water system, the BUYER shall have the option of waiving the defect. In the event the BUYER refuses to waive the defect, then either party may terminate this Agreement in writing. Upon receipt of such written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement. In the event the Property is vacant and the necessary inspections cannot be completed until after the Closing on the Property and the BUYER has taken occupancy, the parties agree to make a good-faith effort to enter into an escrow agreement on or before the closing date, which escrow agreement shall control the terms under which money will be set aside to obtain approval. In the event that an escrow agreement is not entered into, then either party may terminate this Agreement in writing. Upon receipt of such written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit, as provided in paragraph #3 of this Agreement.

G. PROPERTY, CASUALTY & LIABILITY INSURANCE CONTINGENCY



The BUYER'S obligation to purchase under this Agreement is contingent upon the BUYER'S ability to obtain Property, Casualty, & Liability Insurance for the Property. The BUYER agrees to provide the SELLER, on/or before CLOSING _____, a binder or letter from an insurance company evidencing that the BUYER can obtain insurance for: a) not less than the amount requested by the BUYER'S lender; b) the amount of the Purchase Price, less the value of the land, and/or c) the insurance company's replacement cost valuation. If the BUYER cannot obtain an insurance binder by such date, the BUYER shall provide evidence of such denial and either party may terminate this Agreement in writing. Upon receipt of such termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement.

9. PROPERTY DISCLOSURES

A. The BUYER has has not received a Property Disclosure Statement from the SELLER.

B. The SELLER agrees to provide the BUYER a Property Disclosure Statement on/or before _____ after acceptance of this Agreement. The BUYER shall acknowledge receipt and have until _____ to review and terminate this Agreement as a

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result of a disclosure made in the Property Disclosure Statement. Upon receipt of such written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of the Agreement. The BUYER understands that the Property Disclosure Statement is not a substitute for an inspection made by experts but is a representation of the condition of the Property to the knowledge of the SELLER and is not a representation by the listing or selling broker(s) or agent(s).

C. LEAD BASED PAINT DISCLOSURE

If the house on the Property was built before 1978, a lead based paint disclosure form is to be attached and made a part of this Agreement.

D. FLOOD INSURANCE DISCLOSURE STATEMENT

The BUYER'S mortgage lender may require the BUYER to purchase flood insurance in connection with the purchase of the Property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to recent amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance for the Property. As a result, you should not rely on the premiums paid for flood insurance on this property previously as an indication of the premiums that will apply after you complete your purchase. In considering your purchase of this property you should consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

E. SEX OFFENDER DISCLOSURE

The BUYER shall have the right to make an independent investigation regarding sex offender registries. The BUYER and the SELLER understand that the listing and selling brokers and their respective agents are not responsible for obtaining or disclosing any information contained in any sex offender registry encompassing the area of the Property. In considering your purchase of this property, the BUYER may contact any appropriate law enforcement agency such as the local city, county and/or state police departments. The WV state recognized site for sex offender searches is <http://www.wvsp.gov/>.

10. HOME WARRANTY PROGRAM Yes No

The BUYER and the SELLER are aware that one-year home warranty programs are available to be purchased by either the BUYER or the SELLER, and that the Real Estate Agency may receive a fee when a home warranty is purchased.

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Seller Initials

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If the SELLER currently has a home warranty in place, then that warranty will convey to the BUYER at the time of settlement. BUYER may purchase any additional or alternative coverages above and beyond what is being provided by the SELLER.

If the SELLER currently does not have a home warranty in place, the BUYER elects declines coverage of a home warranty program. If the BUYER elects coverage, then the cost of the coverage shall not exceed \$500. _____ and is to be paid by the BUYER SELLER at the closing. The home warranty company is to be chosen by the BUYER SELLER.

11. UNIT OWNER RESALE CERTIFICATE Yes No

If applicable, the SELLER shall provide to the BUYER a Unit Owner Resale Certificate, as required by West Virginia Code 36B-4-109. The BUYER shall have _____ (at least five) days after receipt of the Unit Owner Resale Certificate for review and acceptance. If the Unit Owner Resale Certificate is not approved by the BUYER, the BUYER may terminate this Agreement in writing. Upon receipt of such written termination notice, the parties hereto shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph # 3 of this Agreement.

12. RISK OF LOSS BEFORE CONSUMMATION OF SALE

If the improvements on the Property are destroyed or damaged because of fire, flood, or an act of nature prior to the closing, the BUYER may terminate this Agreement by written notice to the SELLER and the parties shall be obligated to authorize the release of the earnest money deposit as provided for in paragraph #3 of this Agreement. In the event the BUYER does not elect to terminate this Agreement, the BUYER shall be entitled to the Property and any insurance proceeds payable on account of the damage or destruction not to exceed the purchase price agreed to in this Agreement. Risk of loss shall be on the BUYER after closing and delivery of deed.



13. POSSESSION

The BUYER shall be given possession of the Property on AT CLOSING.

14. PRE-CLOSING WALK-THROUGH INSPECTION Yes No

The BUYER shall have the right to re-inspect the Property prior to closing in order to ascertain that the Property is in the same physical condition as it was as of the date of this Agreement and to verify that all repairs, if any, have been performed as agreed upon by the BUYER and the SELLER. The SELLER shall have water, fuel and electric utilities on at the time of the final walk-through. The results of the inspection shall be made known to the SELLER immediately. Failure to conduct a final walk-through inspection and report results shall be deemed a waiver of the BUYER'S final inspection and repair rights and the BUYER agrees to accept the Property in its then present condition.

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15. FIXTURES AND ITEMS THAT REMAIN WITH THE PROPERTY

INCLUDED in the sale are all existing items (in AS-IS condition and free of liens) permanently installed in the Property, including: plumbing; heating; lighting fixtures (including chandeliers and ceiling fans); water treatment systems; pool and spa equipment; garage door openers and transmitters; un-potted shrubbery, plantings, and trees; any remaining heating and cooking fuels stored on the Property at the time of closing; sump pumps; storage sheds; mailboxes; wall-to-wall carpet; existing window screens; storm windows and screen/storm doors; window covering hardware, shades and blinds; built-in air conditioners; built-in appliances unless otherwise stated. Also included: Countertop Range, Wall Oven, Refrigerator, Dishwasher, Microwave, & Disposal.

EXCLUDED fixtures and items: _____

16. OTHER PROVISIONS

SELLER AGREES TO PAY UP TO \$4,000. TOWARDS BUYERS PAID AND PREPAID CLOSING COSTS AT CLOSING ONLY.

17. FACSIMILES, DELIVERY AND E-SIGNATURES

The parties agree a faxed or an electronic transmission via e-mail or use of a cloud-based or online service to the other party or such party's agent shall constitute delivery of such document to such party and shall be the equivalent and have the same effect as the signed original document. Furthermore, the parties hereby acknowledge and agree an electronic or digital signature or initial is a legally binding indication that the person adopts the intentions of the document signed and/or initialed in such manner.



18. CHANGES TO AGREEMENT

This Agreement shall not be amended, modified or changed in any way except by a written agreement executed by the BUYER and the SELLER.

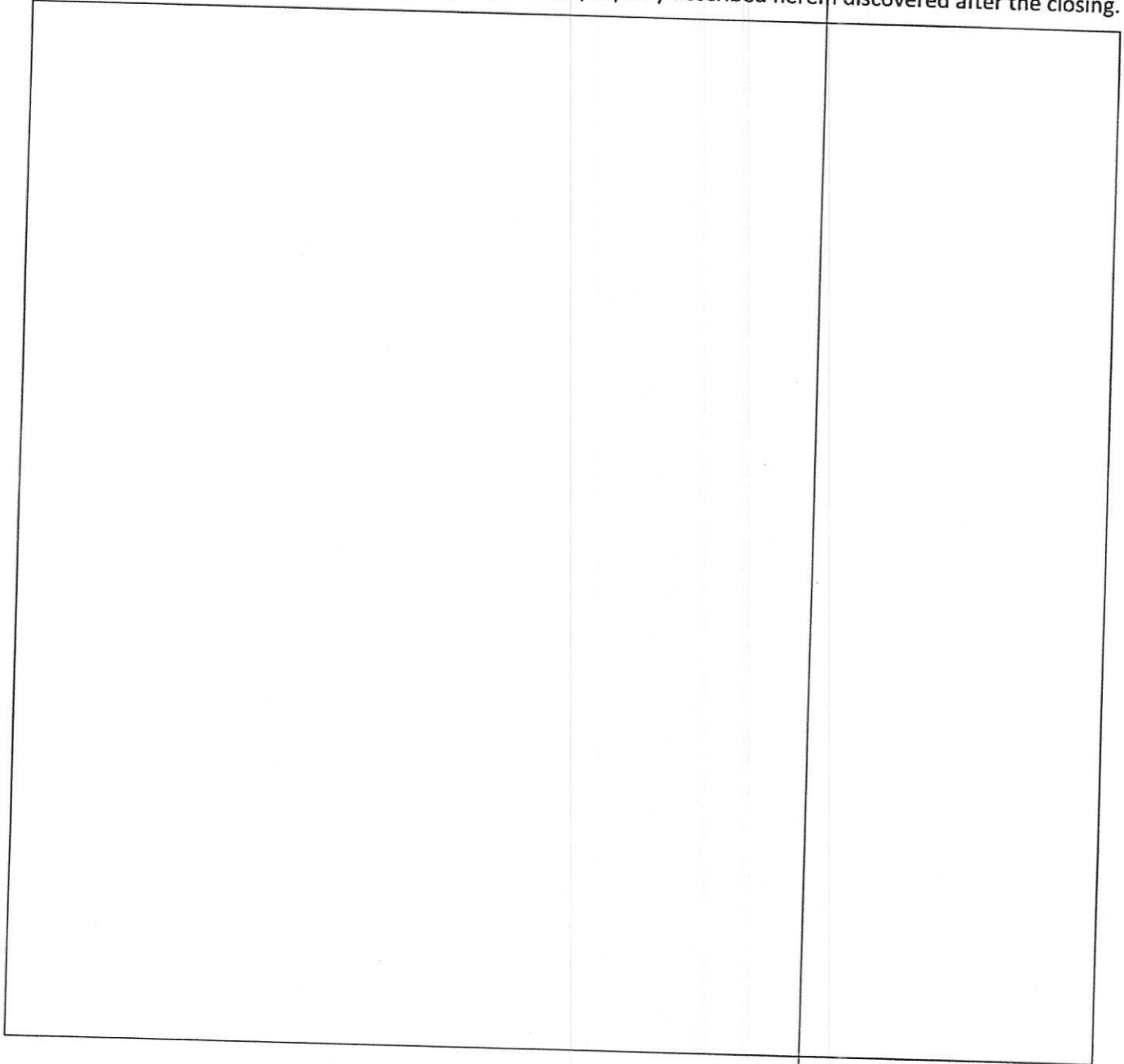
19. INDEMNITY

The BUYER acknowledges and agrees to accept full responsibility and risk for not selecting any contingencies set forth above as a contingency to this Agreement and for any matter that may result from such decisions, and that the listing and selling brokers and their respective agents are not, unless otherwise disclosed herein, qualified to make any inspections of the Property and the BUYER agrees to exercise due diligence using the

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

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appropriate and qualified experts selected by the BUYER. The BUYER hereby further agrees to indemnify and hold harmless the SELLER, and the listing and selling brokers and their respective agents, owners, officers, managers, employees, independent contractors, heirs, personal representatives, successors, and assigns from any and all liability, recourse or damages as a result thereof, and from any condition of the structural, physical or mechanical components of the Property or personal property described herein discovered after the closing.



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20. This is a legally binding agreement; you have the right to seek competent legal counsel before signing.

21. ACKNOWLEDGEMENT

The BUYER acknowledges that the BUYER has read and understands the provisions of this Agreement and agrees to purchase the Property at the price, terms and conditions set forth herein. The BUYER acknowledges receipt of a copy of this Agreement and authorizes the Broker(s) in this transaction to deliver a signed copy hereof to the SELLER and to disclose the terms of the sale to members of the Multiple Listing Service or Board/Association of REALTORS® after closing.

Zachary K. Johnson BUYER DATE dotloop verified 12/27/17 9:01PM EST KL30-GTX1-WQJ2-QZAD

Rebecca R. Johnson BUYER DATE dotloop verified 12/27/17 9:03PM EST N6K3-2VRI-0AJQ-6GMI

22. ACCEPTANCE

The SELLER acknowledges that the SELLER has read and understands the provisions of this Agreement and agrees to sell the Property at the price, terms, and conditions set forth herein. The SELLER acknowledges receipt of a copy of this Agreement and authorizes the Broker(s) in this transaction to deliver a signed copy hereof to the BUYER and to disclose the terms of the sale to members of the Multiple Listing Service or Board/Association of REALTORS® after closing.

SELLER DATE

SELLER DATE

NON-ACCEPTANCE

By signing here [redacted] the SELLER acknowledges that this offer was presented to the SELLER on [redacted] at [redacted] A.M. /P.M. and said offer is not acceptable and no counteroffer is being made.

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