

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF IOWA

IN RE:

JODY KEENER,

Debtor.

CHAPTER 11 BANKRUPTCY  
CASE NO. 14-1169

**TRUSTEE'S SECOND MOTION TO SELL REAL ESTATE FREE  
AND CLEAR OF ALL LIENS AND ENCUMBRANCES**

COMES NOW, the Chapter 11 Trustee, Renee K. Hanrahan, by and through her attorney, Jeffrey P. Taylor of Klinger, Robinson & Ford, L.L.P., and for Trustee's Second Motion to Sell Real Estate Free and Clear of All Liens and Encumbrances, respectfully states to the Court as follows:

1. The Debtor filed his Voluntary Chapter 11 Petition on July 28, 2014 (Dkt. 1). Renee K Hanrahan was appointed to serve as the Debtor's Chapter 11 Trustee by Order of this Court filed April 6, 2017 (Dkt. 876).

2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334 and 11 U.S.C. §363. This proceeding is governed by 11 U.S.C. §§363(f), 506(c) and 105(a) of the United States Bankruptcy Code. Furthermore, Federal Rule of Bankruptcy Procedure 6004 and Local Bankruptcy Rule 6004-1 apply to this Motion.

3. On Schedule A of the Debtor's bankruptcy schedules filed July 28, 2014 (Dkt. 1) at page 10, the Debtor lists a fee simple interest in the vacant lots located at 4017 Paradise Court NW and 4105 Paradise Court NW in Cedar Rapids, Iowa (hereinafter "vacant lots"), and legally described respectively as:

**Lot 7, Connie First Addition in the City of Cedar Rapids, Linn County,  
Iowa;**

**and**

**Lot 8, Connie First Addition in the City of Cedar Rapids, Linn County,  
Iowa.**

4. Collins Community Credit Union (“CCCU”) holds several mortgages on the various parcels of real estate owned by the Debtor. This includes the vacant lots which are the subject of this Motion. The amount owed to CCCU exceeds the proposed purchase price as set forth below.

5. Super Wings International, Ltd. (“Super Wings”) also holds an interest in the Debtor’s real property as a result of a judgment lien which stems from the final judgment entered in the United States District Court for the Northern District of Iowa in Case No. C09-115-JSS. This lien is inferior to the mortgages of CCCU on the real property in the bankruptcy estate.

6. On June 21, 2017 the Trustee received offers to purchase the vacant lots described above for the sum of \$40,000.00 per lot (\$80,000.00 total). True and accurate copies of the Purchase Contracts are attached hereto, marked Exhibits “A” and “B”, respectively, and are incorporated herein by this reference.

7. Although the purchase price is less than its claim, CCCU is willing to allow the Trustee to retain from the vacant lots’ sales the net proceeds in excess of \$40,000.00 pursuant to 11 U.S.C. §506(c). The Trustee will use these funds for reasonable, necessary costs of preserving, or disposing of the real property proposed to be sold, as well as all other real property owned by the Debtor as set forth in Schedule A, encumbered by the mortgages held by CCCU, and also encumbered by the Super Wings’ judgment referred to above. The net proceeds retained by the Trustee will not be used until further order of the Court, following Trustee’s Application or Motion.

8. The Trustee posits that the sales proposed herein are in the best interests of the bankruptcy estate and its creditors as:

- A. Pursuant to the Mediated Stipulation filed with the Court (Dkt. 785) approved by this Court’s Order filed June 13, 2016 (Dkt. 786), the Trustee’s directive was to first sell the real property owned by the Debtor in Cedar Rapids, Iowa. The Debtor’s attempts to sell this real estate from the date of filing to the present have

been unsuccessful. The written offers attached hereto as Exhibits "A" and "B" are the first written offers made for the purchase of these vacant lots since the bankruptcy case was filed.

- B. The net sales proceeds in excess of \$40,000.00 retained as an 11 U.S.C. §506(c) carve-out will allow the Trustee to pay future expenses attributable to the remaining real property of the Debtor.
- C. The proposed purchase prices represent fair compensation to the estate and its creditors and will allow for the immediate transfer of the vacant lots, free and clear of all liens and encumbrances, to the ultimate third party purchaser.
- D. The proceeds to be paid to CCCU will be \$40,000.00. This will reduce the balance owed on the notes and mortgages held by CCCU and advance the payment of these obligations, in contemplation of eventual real estate sales for the benefit of Super Wings and possibly the unsecured creditors of this estate.

9. Trustee seeks approval of the proposed sales of the vacant lots pursuant to 11 U.S.C. §363(f), free and clear of all liens and encumbrances. The mortgages of CCCU will attach to the proceeds of sale and \$40,000.00 of the net proceeds will be paid to CCCU.

10. In the event this Court approves this Motion, the Trustee seeks authority to pay:

- A. Real estate commissions;
- B. The proration of all real estate taxes on the vacant lots at 4017 and 4105 Paradise Court NW to the date of closing;
- C. All abstracting costs and other customary sales expenses such as escrow closing services, document preparation, and transfer taxes (if applicable);
- D. The \$40,000.00 shall be payable to CCCU in order to reduce the balance owed to this creditor pursuant to the mortgages executed by the Debtor in favor of CCCU.

11. Further, the Trustee seeks authority to execute any and all deeds and other transfer documentation as may be necessary to close the real estate transaction described above. This may include a "Redemption Certificate" prepared by the Linn County Treasurer's Office. In the event this document is required, the estate agrees to indemnify Linn County.

WHEREFORE, based upon the foregoing, the undersigned respectfully prays that this Court enter an Order granting the Trustee's Second Motion to Sell Real Property and undertake any and all actions set forth herein. Further, counsel prays for such other additional relief as this Court deems just and equitable.

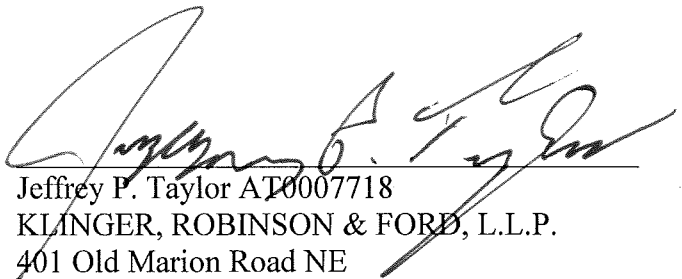
CERTIFICATE OF SERVICE

I hereby certify that on 6/30, 2017, I electronically filed the foregoing with the Clerk of Court using the ECF system, which will send notification of such filing to the following:

*U.S. Trustee  
Renee K. Hanrahan  
Robert V. Ginn*

By: \_\_\_\_\_

*J. S. Karulis*



Jeffrey P. Taylor AT0007718  
KLINGER, ROBINSON & FORD, L.L.P.  
401 Old Marion Road NE  
P. O. Box 10020  
Cedar Rapids, IA 52410-0020  
(319) 395-7400  
(319) 395-9041 (Facsimile)  
[jtaylor@krflawfirm.com](mailto:jtaylor@krflawfirm.com)

ATTORNEY FOR RENEE K. HANRAHAN,  
CHAPTER 11 TRUSTEE



PURCHASE/SALE CONTRACT

We request that (Co.) Skogman Realty or any of its employees, agents or associates select, prepare and complete the form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. The signing of this Contract creates important rights and liabilities on the part of both the Seller(s) and the Buyer(s). If you have concerns regarding your rights and liabilities you are encouraged to seek competent legal advice.

- 1. Prepared by: Derenda Hurn Please check appropriate representation: Buyer(s) Seller(s) Dual Agency
2. Date: 6.21.2017 Time: 3:15 p.m.
3. the following terms for the purchase of the following property: Parcel #: 13241520200000
4. Address: 4017 Paradise Court NW City: Cedar Rapids Iowa. Zip Code: 52405
5. Abbreviated legal description: CONNIE 1ST STR/LB 7
6. Cedar Rapids Linn County, Iowa
7. subject to public highways, covenants, easements, restrictions and zoning, if any.
8. PURCHASE PRICE to be: \$ 40,000.00 and the method of payment as follows: \$ 500.00
9. earnest money with this Contract and an additional amount of earnest money of \$ 0.00 payable by (date) N/A
10. Upon the acceptance of this Contract, total earnest money is to be paid to and will be cashed, deposited, and held in Trust by the Listing
11. Broker. In the event this Contract is not acceptable to both Buyer(s) and Seller(s) OR all contingencies or sub-contingencies are not met
12. in a timely manner as specified below, then said earnest money is to be returned to Buyer(s).
13. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (H):
14. A. NEW LOAN: This Contract is subject to and contingent upon the Buyer(s) obtaining a commitment in writing for a (type):
15. Conv FHA VA Other - loan for not greater than % of the purchase price with an interest rate at
16. % or less with a term of years.
17. The above referenced loan is a nonconforming conventional (B, C, D) loan.
18. Buyer(s) agrees to pay all customary loan costs. Buyer(s) agrees, upon the final acceptance of this Contract, to make application
19. within three (3) business days for such loan with a lender and to make a good faith effort to obtain a loan commitment as stated.
20. above. If Buyer(s) has NOT obtained full written commitment, including appraisal or loan denial, on or before
21. (date), this contract shall become null and void unless both parties have agreed to a timely signed extension.
22. Buyer(s) agrees to immediately initiate an amendment, subject to Seller's approval, to this Purchase/Sales Contract in the
23. event there are any changes in terms or type of financing. Failure to do so may make this contract voidable at Seller's option.
24. B. Buyer(s) has credit pre-approval from (lender), (loan originator)
25. subject to the terms and conditions of the attached pre-approval letter.
26. C. If this property does not appraise, on or before at the purchase price or greater, then this contract
27. may be voidable at the Buyer's option within five (5) business days of receipt of the appraisal.
28. D. Assumption of Seller's loan or contract/Contract for Deed: See attached Financing Addendum (CRAAR Form 18a).
29. E. Cash: Buyer(s) will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be
30. either added or deducted from this amount. This Contract is not contingent upon Buyer(s) obtaining such funds in order to close.
31. Buyer(s) also agrees to provide, within three (3) business days, verifiable evidence of the availability of the funds needed to
32. buy and close.
33. F. This offer is contingent upon and subject to Buyer(s) closing and obtaining proceeds from the sale of his/her home located at:
34. (address)
35. The Buyer's property identified above at "F" is:
36. currently listed with a Broker and ACTIVE on the market.
37. currently NOT listed with a Broker nor on the market.
38. currently NOT listed with a Broker but on the market.
39. under contract with all contingencies to be released by (date)
40. under contract with the expected closing no later than (date)
41. G. Other Financing terms and/or Concessions:
42.
43.
44. H. Insurance: Subject to buyer obtaining an acceptable insurance estimate/bid within 7 business days of accepted offer.

Buyer's Initials TN Seller's Initials JH

Subject Property Address 4017 Paradise Court NW, Cedar Rapids, Iowa

45. CLOSING: shall be on (date) 8/3/2017 or sooner by mutual agreement.

46. POSSESSION: To be given  at time of closing or  on (date) \_\_\_\_\_ (time) \_\_\_\_\_  a.m./  p.m.

47. If for any reason the closing is delayed, the Buyer(s) and Seller(s) may make a separate agreement with adjustments as to the date of possession in the form of an amendment or interim occupancy agreement. Any unpaid balance, rents, interest or insurance, for these

49. purposes, shall be adjusted as of the date of possession and shall bear interest at the rate of \_\_\_\_\_% per annum.

50. JOINT TENANCY: If Seller's title is held in joint tenancy with full rights of survivorship, this Contract shall not sever such joint tenancy.

51. Upon the death of one or more of the joint tenants, payments shall be made to the survivor(s).

52. BUYER(S) HEREBY STATES HIS DESIRE TO TAKE TITLE IN THE FOLLOWING MANNER:

53.  Joint Tenants  Tenants In Common  As A Single Person  Other \_\_\_\_\_

54. USE OF THESE PREMISES: At option of the Buyer(s), this Contract is void unless, at time of settlement, Buyer(s) is permitted under

55. existing zoning and any restrictive covenants to use these premises for \_\_\_\_\_

56. THIS CONTRACT  is  is not contingent upon and subject to Buyer(s) receiving within three (3) business days of acceptance of this

57. Contract the restrictive covenants for this property. Upon receipt, Buyer(s) has three (3) additional business day to approve said covenants.

58. DUTIES OF THE PARTIES:

59. A. The Broker, his Agents and employees make no representations or warranties as to the physical condition of the property, its size, future value or income potential.

61. B. Seller(s) and Buyer(s) acknowledge that the Seller(s) of real property has a legal duty to disclose Material Defects of which the Seller(s) has actual knowledge and which a reasonable inspection by the Buyer(s) would not reveal.

63. CONDITION OF PROPERTY: Federal Law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in

64. properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the Seller(s) will provide the Buyer(s) with copies of any records or prior test results pertaining to lead-based paint findings.

66. A. The property as of the date of this Contract, including buildings, grounds, and all improvements, will be preserved by the Seller(s) in its present condition until possession, ordinary wear and tear excepted.

68. B. The Seller(s) warrants that the property will be maintained in its current condition as of the date of this contract per attached property disclosure, if applicable.

70. C. PROPERTY INSPECTIONS: These inspections are not to be construed as inspections to bring an older home into compliance with the current local building codes. These inspections are only intended to discover any major structural, mechanical, safety

72. and health related issues. \_\_\_\_\_ (buyer's initials) The Buyer's obligation to close this transaction is contingent upon the Buyer(s) obtaining, at Buyer's expense, inspection reports. The inspection period following the date of acceptance shall commence on the first business day following the "day of acceptance". Such inspection period shall not exceed \_\_\_\_\_ business days.

75.  1. BUYER(S) SELECTS A WHOLE HOUSE INSPECTION to determine the material physical condition of the house, land, improvements, fixtures, equipment, any additional structures and any hazardous conditions on the real estate. For any and all inspections, Seller(s) agree to have all utilities on and major mechanicals and equipment functional.

78.  2. BUYER(S) WAIVES A WHOLE HOUSE INSPECTION and chooses only:

79.  Air Conditioning  Structural  Roofing  Other \_\_\_\_\_

80.  Heating  Plumbing  Lead-base Paint  Other \_\_\_\_\_

81.  Electrical  Asbestos  Sewer Lines  Other \_\_\_\_\_

82.  3. BUYER(S) WAIVES THE REAL ESTATE INSPECTIONS: Listed in 1 and 2 above.

83. Signature(s) \_\_\_\_\_

84. D. ADDITIONAL INSPECTIONS

85.  1. A WELL WATER QUALITY TEST to meet local county health standards, will be ordered and paid for upon completion by:

86.  Buyer(s)  N/A - and provided no later than (date) \_\_\_\_\_

87.  2. A SEPTIC SYSTEM INSPECTION: The septic system shall be inspected and approved for real estate transfer by a licensed DNR inspector as required by Iowa Code 455B.172 (unless exempt) to be ordered and paid for by  Seller(s) or  Buyer(s) and

89. provided no later than \_\_\_\_\_ (date).

90.  3. A RADON TEST will be ordered and paid for upon completion by:  Buyer(s)  N/A - and provided no later than (date)

91. \_\_\_\_\_ Said test results must be less than 4 pCi/L under closed house conditions.

92.  4. STRUCTURAL PEST CONTROL: A professional exterminator's report will be ordered by  Buyer(s)  N/A and paid for upon

93. completion by  Buyer(s)  N/A and provided no later than (date) \_\_\_\_\_ In the event of active infestation, the  Buyer(s)  Seller(s) shall have the option of declaring this Contract null and void if the  Seller(s) or  Buyer(s) decline to repair such damage and/or treat the property.

96.  All parties are aware that if this is a VA loan, the Seller(s) will be required to pay for a termite inspection.

97. RESPONSE TO INSPECTION FINDINGS: If any inspection in lines 77-101 reveals damage from infestation or material defects or health or safety concerns, Buyer(s) shall provide written notification of the defect(s) along with the relevant portion(s) of the inspection report(s) and the desired corrections and deliver them to the Listing Agent within the "Inspection

100. Period". Upon delivery of the notice, Seller(s) shall have three (3) business days to respond to the buyers "Inspection Summary" requests. The buyer(s) and seller(s) shall have three (3) business days ("Settlement Period") to negotiate a settlement of the condition of the real

102. estate. If settlement is not reached within the "Settlement Period", then this Contract shall be voidable. For purpose of this paragraph, damage from infestation or "material defects" does not include minor or routine maintenance items.

104. IF BUYER(S) DOES NOT SECURE SAID INSPECTION(S) IN A TIMELY MANNER OR PROVIDE TIMELY NOTICE FOR REMEDIES, THEN BUYER(S) SHALL BE DEEMED SATISFIED AND THE INSPECTION CONTINGENCY WILL BE CONSIDERED WAIVED.

Buyer's Initials TN Seller's Initials AK

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Subject Property Address 4017 Paradise Court NW Cedar Rapids, Iowa

106. SPECIAL ASSESSMENTS: Seller(s) shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the  
107. date of closing. All Association fees, if any, shall also be paid current by the Seller(s) to date of closing. Any preliminary or deficiency  
108. assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay  
109. such liens when payable, with any unused funds to be returned to the Seller(s) without further signatures of the Buyer(s). All charges for  
110. solid waste, trash removal, sewage, utility bills and assessments for maintenance that are attributable to the Seller's ownership shall be paid  
111. by the Seller(s).

112. TAXES: The Seller(s) to be responsible for all real estate taxes that are attributable to the Seller's ownership of the property which shall  
113. include taxes that are liens for prior years and taxes that are due and payable for the fiscal year in which the closing occurs.

114.  A. There shall be no proration of subsequent taxes.

115.  B. Buyer(s) shall be given a credit for all subsequent taxes prorated to the date of closing. Subsequent taxes shall be calculated  
116. using the latest known applicable assessed value(s), roll back(s), exemption(s) and levy of record at the time of closing.

117. One (1) year home warranty insurance policy to be ordered and paid for by:  Seller(s)  Buyer(s)  No Warranty  See additional provisions

118. NEW CONSTRUCTION: If the property is under construction or is to be constructed, this Contract shall be subject to having the

119. construction plans and appropriate specification approved by the parties within \_\_\_\_\_ days of final acceptance of this Contract. New  
120. construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by  
121. the contractor. The Broker and its Agent(s) make no warranties as to the quality of construction or quality of materials.

122. RENTAL PROPERTY: If this property is currently used as rental property, this Contract  is  is not contingent upon Seller(s) providing  
123. Buyer(s) evidence of compliance with local zoning and housing code ordinances, if applicable, unless otherwise provided with this Contract  
124. or stated in this Contract.

125. INSURANCE: Seller(s) shall bear the risk of loss or damage to the property prior to closing. Seller(s) agrees to maintain existing hazard

126. insurance and Buyer(s) may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this

127. Contract shall be null and void, unless otherwise agreed to by the parties. The property shall be deemed substantially damaged or

128. destroyed if it cannot be restored to its previous condition on or before the closing date, provided, however,

129. the Buyer(s) has the right to complete the closing and receive the insurance proceeds regardless of the extent of the damage.

130. ABSTRACT AND TITLE: Seller(s) shall, immediately upon request, have the Abstract of Title extended to date and submit to an attorney(s)

131. for a title opinion for the Buyer(s). Such attorney(s) shall be selected by the Buyer(s) or Buyer's lender. Such Abstract of Title shall show

132. merchantable title in the name of the Seller(s), subject only to encumbrances and liens herein assumed and such other encumbrances

133. and liens shall be paid from the proceeds of this sale. Seller(s) agrees to make every reasonable effort to promptly perfect the title in

134. accordance with such title opinion so that, upon conveyance, title shall be deemed marketable in compliance with this Contract, the

135. land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If this sale is on the deferred installment

136. plan, such other encumbrances shall not exceed the unpaid balance of the stated purchase price and shall provide for an interest rate

137. and terms of payment no more onerous than those agreed to in this Contract. Thereafter the Seller(s) shall not be obligated to make any

138. further extensions or corrections other than to show, upon full payment of the purchase price, entries subsequently caused by the Seller(s)

139. and satisfaction of unassumed encumbrances shown by said examination or those thereafter imposed by the Seller(s). Upon full payment

140. of the purchase price, Seller(s) shall deliver to Buyer(s) a general warranty deed to this property accompanied by the Abstract of Title. If

141. closing is delayed due to Seller's inability to provide marketable title, this Contract shall continue in force and effect until either party

142. rescinds this Contract after giving seven (7) business days written notice to the other party and the Broker(s). The Seller(s) shall not be

143. entitled to rescind this Contract unless he has made a reasonable effort to produce marketable title in the prescribed time.

144. REMEDIES OF THE PARTIES: If Seller(s) fails to fulfill this Contract he will pay the Listing Broker the commission in full. The Buyer(s) shall

145. have the right to have all payments returned, and/or to proceed by any action at law or in equity and the Seller(s) agrees to pay costs and

146. reasonable attorney fees, and a receiver may be appointed. Broker may maintain an action at law against Seller(s) for the Broker's

147. commission. If the Buyer(s) fails to fulfill this Contract, Seller(s) may forfeit the same as provided in Chapter 656 of the Code of Iowa, and

148. all payments made so far shall be forfeited, or the Seller(s) may proceed by an action at law or in equity. The Buyer(s) agrees to pay costs

149. and reasonable attorney fees, including the Broker's commission. For purposes of collecting the Broker's commission, Broker shall be

150. deemed a third party beneficiary to this Contract and maintain an action at law against the Buyer(s) for the collection of these fees. If

151. Buyer(s) or any other person or persons shall be in possession of this property or any part thereof, Buyer(s) will peaceably remove himself

152. and his possessions and abandon all claims to any right, title and interest in and to said property or in and to this Contract, or in default

153. thereof he may be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed. Any

154. personal property remaining on the premises more than five (5) business days after the completion of such forfeiture proceeding shall be

155. conclusively presumed to have been abandoned by the Buyer(s) and of no value to Buyer(s), and Seller(s) may dispose of the same as

156. Seller(s) wishes without liability and without any right of the Buyer(s) to make claim for interest or damages.

157. SUCCESSORS IN INTEREST: When accepted, this Contract shall apply to and bind the heirs, executors, administrators, assigns, and

158. successors in interest of both parties. In case of the assignment of this Contract by either party, prompt written notice shall be given

159. to the other party. The liability of the Buyer(s) under this Contract shall not cease or be terminated, even though the Contract be

160. assigned by the Buyer(s), unless this liability is specifically released in writing by the Seller(s).

161. COURT APPROVAL: If the property is an asset of any estate, trust or conservatorship, this Contract is contingent upon Court approval

162. unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and

163. conveyance shall be made by a Court Officer's Deed.

164. FUNDS: It is agreed that at time of closing, funds, up to the purchase price, received from the Buyer(s) and/or Buyer's lender may be

165. used to pay taxes, other liens and expenses associated with this transaction, same to be handled under the supervision of the Listing

166. Broker so to produce marketable title. Seller(s) hereby appoints the Listing Broker, escrow company, or lender to receive such funds and

167. make such payments and disbursements.

Buyer's Initials TN Seller's Initials [Signature]

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Subject Property Address 4017 Paradise Court NW, Cedar Rapids, Iowa

168. GENERAL PROVISIONS: In the performance of each part of this Contract, time shall be of the essence. This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and is for the convenience of reference and shall not limit nor affect the meaning of this Contract.

171. MEDIATION: In the event of a dispute, Buyer(s) and Seller(s) agree to consider mediation as an alternative to initiating legal action. 172. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when using mediation, parties may still seek legal remedies.

174. DISPOSITION OF PERSONAL PROPERTY: Seller(s) agrees to remove, prior to closing or possession, whichever is later, all personal property not included in this sale, including trash and miscellaneous items. Seller(s) will be liable for any costs the Buyer(s) incurs for the removal of any of the Seller's personal property. Any such personal property remaining on the premises shall, unless the parties have otherwise agreed, be conclusively presumed to have been abandoned by Seller(s) and of no value to Seller(s). Seller(s) will comply with this expectation at his effort and at his expense.

179. GENDER AND NUMBER: Stated words and phrases shall be construed in the singular or plural number, and as masculine, feminine or neutral gender as may be dictated by the context of this Contract.

181. NOTICE: Any notice required under this Contract shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this Contract shall be the Seller(s) and Buyer(s) or their respective agents.

184. FINAL INSPECTION: Buyer(s) or his representative has the right to enter and inspect the premises, prior to closing, to determine if there have been any material changes in the property since the origination date of this Contract and acknowledges by deposit of final funds that the property is acceptable and all equipment is in working order.

187. Included: all permanent fixtures, all items per attached Seller's Property Disclosure dated on N/A

188. and the attached Cedar Rapids Area Association of REALTORS® Multiple Listing page with the MLS number of \_\_\_\_\_

189. ADDITIONAL PROVISIONS: \_\_\_\_\_

190. \_\_\_\_\_

191. \_\_\_\_\_

192. \_\_\_\_\_

193. \_\_\_\_\_

194. Please be aware that the Purchase/Contract supersedes the Seller's Property Disclosure document as well as the MLS Listing documents. This offer to purchase is made of my own free will and shall be good and binding upon the undersigned if accepted

196. on or before (date) 6.21.2017, by (time) 4:00  a.m./  p.m.

197.  SEE ATTACHED ADDENDUM(S)

198. [Signature] 6.21.17  
199. Buyer's Signature Date Buyer's Signature Date

200. TRUYEN NGUYEN

201. Buyer's Legal Name, (Printed) Buyer's Legal Name, (Printed)

202.  SELLER'S ACCEPTANCE. The undersigned Seller(s) of the above property accepts the above offer and agrees to sell this property according to the terms offered on this date of: (date) 06 21 17, (time) 1550  a.m./  p.m.

204.  SELLER'S REJECTION. The undersigned Seller(s) of the above property rejects this Buyer's written offer to purchase the above

205. stated property. (date) \_\_\_\_\_, (time) \_\_\_\_\_  a.m./  p.m.

206.  SELLER'S COUNTER OFFER. The undersigned Seller(s) of the above property accepts the above offer, however, counters certain

207. terms and conditions as per attached Counter Offer. (date) \_\_\_\_\_, (time) \_\_\_\_\_  a.m./  p.m.

208. [Signature] 06 21 17  
209. Seller's Signature Date Seller's Signature Date

210. Bankruptcy Trustee  
211. Seller's Legal Name, (Printed) 14-01169 Seller's Legal Name, (Printed)

FOR BROKERS' REFERENCE ONLY

212. Skogman Realty Derenda Hurn  
Name of Selling Company (Printed) Name of Selling Agent (Printed)

213. Skogman Realty Derenda Hurn  
Name of Listing Company (Printed) Name of Listing Agent (Printed)



HAPPY NAILS LLC

33-54730

3066



Date 6/21/2017

Pay to the order of Skogman Realty \$ 1,000.00  
One thousand and 00/100 dollars

usbank.

*[Signature]*

for

EARNEST Money \$500 for 4017 Paradise CT. NW  
\$500 for 4105 Paradise CT. NW.



### PURCHASE/SALE CONTRACT

I/We request that (Co.) Skogman Realty or any of its employees, agents or associates select, prepare and complete the form documents as authorized by Iowa law or by the Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declaration of value incident to a residential real estate transaction. The signing of this Contract creates important rights and liabilities on the part of both the Seller(s) and the Buyer(s). If you have concerns regarding your rights and liabilities you are encouraged to seek competent legal advice.

1. Prepared by: Derenda Hurn Please check appropriate representation:  Buyer(s)  Seller(s)  Dual Agency

2. Date: 6/21/2017 Time: 3:15  a.m./  p.m. The undersigned Buyer(s) hereby offers

3. the following terms for the purchase of the following property: Parcel #: 132415202300000

4. Address: 4105 Paradise Court NW City: Cedar Rapids, Iowa. Zip Code: 52405

5. Abbreviated legal description: CONNIE 1ST STR/LB 8

6. Cedar Rapids, Linn County, Iowa

7. subject to public highways, covenants, easements, restrictions and zoning, if any.

8. PURCHASE PRICE to be: \$ 40,000. and the method of payment as follows: \$ 500.

9. earnest money with this Contract and an additional amount of earnest money of \$ 0.00 payable by (date) N/A

10. Upon the acceptance of this Contract, total earnest money is to be paid to and will be cashed, deposited, and held in Trust by the Listing Broker. In the event this Contract is not acceptable to both Buyer(s) and Seller(s) OR all contingencies or sub-contingencies are not met

11. in a timely manner as specified below, then said earnest money is to be returned to Buyer(s).  
12. The balance of the purchase price shall be paid as indicated below. Select below all that apply, (A) through (H):

14.  A. NEW LOAN: This Contract is subject to and contingent upon the Buyer(s) obtaining a commitment in writing for a (type):  
15.  Conv  FHA  VA  Other \_\_\_\_\_ - loan for not greater than \_\_\_\_\_ % of the purchase price with an interest rate at

16. \_\_\_\_\_ % or less with a term of \_\_\_\_\_ years.  
17.  The above referenced loan is a nonconforming conventional (B, C, D) loan.  
18. Buyer(s) agrees to pay all customary loan costs. Buyer(s) agrees, upon the final acceptance of this Contract, to make application within three (3) business days for such loan with a lender and to make a good faith effort to obtain a loan commitment as stated.

19. above. If Buyer(s) has NOT obtained full written commitment, including appraisal or loan denial, on or before  
21. \_\_\_\_\_ (date), this contract shall become null and void unless both parties have agreed to a timely signed extension.  
22. Buyer(s) agrees to immediately initiate an amendment, subject to Seller's approval, to this Purchase/Sales Contract in the event there are any changes in terms or type of financing. Failure to do so may make this contract voidable at Seller's option.

24.  B. Buyer(s) has credit pre-approval from \_\_\_\_\_ (lender), \_\_\_\_\_ (loan originator)  
25. subject to the terms and conditions of the attached pre-approval letter.

26.  C. If this property does not appraise, on or before N/A at the purchase price or greater, then this contract  
27. may be voidable at the Buyer's option within five (5) business days of receipt of the appraisal.

28.  D. Assumption of Seller's loan or contract/Contract for Deed: See attached Financing Addendum (CRAAR Form 18a).

29.  E. Cash: Buyer(s) will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be either added or deducted from this amount. This Contract is not contingent upon Buyer(s) obtaining such funds in order to close.  
30. Buyer(s) also agrees to provide, within three (3) business days, verifiable evidence of the availability of the funds needed to buy and close.

33.  F. This offer is contingent upon and subject to Buyer(s) closing and obtaining proceeds from the sale of his/her home located at:

34. (address) \_\_\_\_\_

35. The Buyer's property identified above at "F" is:

36.  currently listed with a Broker and ACTIVE on the market.

37.  currently NOT listed with a Broker nor on the market.

38.  currently NOT listed with a Broker but on the market.

39.  under contract with all contingencies to be released by (date) \_\_\_\_\_

40.  under contract with the expected closing no later than (date) \_\_\_\_\_

41.  G. Other Financing terms and/or Concessions: \_\_\_\_\_

42. \_\_\_\_\_

43. \_\_\_\_\_

44.  H. Insurance: Subject to buyer obtaining an acceptable insurance estimate/bid within 7 business days of accepted offer.

Buyer's Initials [Signature] Seller's Initials [Signature]

Subject Property Address 4105 Paradise Court NW, Cedar Rapids, Iowa

45. CLOSING: shall be on (date) 8/3/2017 or sooner by mutual agreement.

46. POSSESSION: To be given  at time of closing or  on (date) \_\_\_\_\_ (time) \_\_\_\_\_  a.m./ p.m.

47. If for any reason the closing is delayed, the Buyer(s) and Seller(s) may make a separate agreement with adjustments as to the date of possession in the form of an amendment or interim occupancy agreement. Any unpaid balance, rents, interest or insurance, for these

49. purposes, shall be adjusted as of the date of possession and shall bear interest at the rate of 0% per annum.

50. JOINT TENANCY: If Seller's title is held in joint tenancy with full rights of survivorship, this Contract shall not sever such joint tenancy.

51. Upon the death of one or more of the joint tenants, payments shall be made to the survivor(s).

52. BUYER(S) HEREBY STATES HIS DESIRE TO TAKE TITLE IN THE FOLLOWING MANNER:

53.  Joint Tenants  Tenants In Common  As A Single Person  Other \_\_\_\_\_

54. USE OF THESE PREMISES: At option of the Buyer(s), this Contract is void unless, at time of settlement, Buyer(s) is permitted under

55. existing zoning and any restrictive covenants to use these premises for \_\_\_\_\_

56. THIS CONTRACT  is  is not contingent upon and subject to Buyer(s) receiving within three (3) business days of acceptance of this

57. Contract the restrictive covenants for this property. Upon receipt, Buyer(s) has three (3) additional business day to approve said covenants.

58. DUTIES OF THE PARTIES:

59. A. The Broker, his Agents and employees make no representations or warranties as to the physical condition of the property, its size, future value or income potential.

61. B. Seller(s) and Buyer(s) acknowledge that the Seller(s) of real property has a legal duty to disclose Material Defects of which the Seller(s) has actual knowledge and which a reasonable inspection by the Buyer(s) would not reveal.

63. CONDITION OF PROPERTY: Federal Law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in

64. properties built before 1978 (See Lead-Based Paint Disclosure). If applicable, the Seller(s) will provide the Buyer(s) with copies of any

66. A. The property as of the date of this Contract, including buildings, grounds, and all improvements, will be preserved by the Seller(s) in its present condition until possession, ordinary wear and tear excepted.

68. B. The Seller(s) warrants that the property will be maintained in its current condition as of the date of this contract per attached property disclosure, if applicable.

70. C. PROPERTY INSPECTIONS: These inspections are not to be construed as inspections to bring an older home into compliance with the current local building codes. These inspections are only intended to discover any major structural, mechanical, safety

72. and health related issues. \_\_\_\_\_ (buyer's initials) The Buyer's obligation to close this transaction is contingent

73. upon the Buyer(s) obtaining, at Buyer's expense, inspection reports. The inspection period following the date of acceptance shall

74. commence on the first business day following the "day of acceptance". Such inspection period shall not exceed \_\_\_\_\_ business days.

75.  1. BUYER(S) SELECTS A WHOLE HOUSE INSPECTION to determine the material physical condition of the house, land, improvements, fixtures, equipment, any additional structures and any hazardous conditions on the real estate. For any and all inspections, Seller(s) agree to have all utilities on and major mechanicals and equipment functional.

76.  2. BUYER(S) WAIVES A WHOLE HOUSE INSPECTION and chooses only:

77.  Air Conditioning  Structural  Roofing  Other \_\_\_\_\_

78.  Heating  Plumbing  Lead-base Paint  Other \_\_\_\_\_

79.  Electrical  Asbestos  Sewer Lines  Other \_\_\_\_\_

80.  3. BUYER(S) WAIVES THE REAL ESTATE INSPECTIONS: Listed in 1 and 2 above.

81. Signature(s) \_\_\_\_\_

82. D. ADDITIONAL INSPECTIONS

83.  1. A WELL WATER QUALITY TEST to meet local county health standards, will be ordered and paid for upon completion by:

84.  Buyer(s)  N/A - and provided no later than (date) \_\_\_\_\_

85.  2. A SEPTIC SYSTEM INSPECTION: The septic system shall be inspected and approved for real estate transfer by a licensed DNR

86. inspector as required by Iowa Code 455B.172 (unless exempt) to be ordered and paid for by  Seller(s) or  Buyer(s) and

87. provided no later than \_\_\_\_\_ (date).

88.  3. A RADON TEST will be ordered and paid for upon completion by:  Buyer(s)  N/A - and provided no later than (date)

89. \_\_\_\_\_ Said test results must be less than 4 pCi/L under closed house conditions.

90.  4. STRUCTURAL PEST CONTROL: A professional exterminator's report will be ordered by  Buyer(s)  N/A and paid for upon

91. completion by  Buyer(s)  N/A and provided no later than (date) \_\_\_\_\_ In the event of active

92. infestation, the  Buyer(s)  Seller(s) shall have the option of declaring this Contract null and void if the  Seller(s) or  Buyer(s)

93. decline to repair such damage and/or treat the property.

94.  All parties are aware that if this is a VA loan, the Seller(s) will be required to pay for a termite inspection.

95. RESPONSE TO INSPECTION FINDINGS: If any inspection in lines 77-101 reveals damage from infestation or material defects or health or

96. safety concerns, Buyer(s) shall provide written notification of the defect(s) along with the

97. relevant portion(s) of the inspection report(s) and the desired corrections and deliver them to the Listing Agent within the "Inspection

98. Period". Upon delivery of the notice, Seller(s) shall have three (3) business days to respond to the buyers "Inspection Summary" requests.

99. The buyer(s) and seller(s) shall have three (3) business days ("Settlement Period") to negotiate a settlement of the condition of the real

100. estate. If settlement is not reached within the "Settlement Period", then this Contract shall be voidable. For purpose of this paragraph,

101. damage from infestation or "material defects" does not include minor or routine maintenance items.

102. IF BUYER(S) DOES NOT SECURE SAID INSPECTION(S) IN A TIMELY MANNER OR PROVIDE TIMELY NOTICE FOR REMEDIES,

103. THEN BUYER(S) SHALL BE DEEMED SATISFIED AND THE INSPECTION CONTINGENCY WILL BE CONSIDERED WAIVED.

Buyer's Initials TA Seller's Initials AK

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Subject Property Address 4105 Paradise Court NW, Cedar Rapids, Iowa

106. **SPECIAL ASSESSMENTS:** Seller(s) shall pay in full all Special Assessments whether levied or pending and all certified liens of record as of the 107. date of closing. All Association fees, if any, shall also be paid current by the Seller(s) to date of closing. Any preliminary or deficiency 108. assessments which cannot be discharged by payment at closing shall be paid through a written escrow account with sufficient funds to pay 109. such liens when payable, with any unused funds to be returned to the Seller(s) without further signatures of the Buyer(s). All charges for 110. solid waste, trash removal, sewage, utility bills and assessments for maintenance that are attributable to the Seller's ownership shall be paid 111. by the Seller(s).

112. **TAXES:** The Seller(s) to be responsible for all real estate taxes that are attributable to the Seller's ownership of the property which shall 113. include taxes that are liens for prior years and taxes that are due and payable for the fiscal year in which the closing occurs.

114.  A. There shall be no proration of subsequent taxes.

115.  B. Buyer(s) shall be given a credit for all subsequent taxes prorated to the date of closing. Subsequent taxes shall be calculated 116. using the latest known applicable assessed value(s), roll back(s), exemption(s) and levy of record at the time of closing.

117. **One (1) year home warranty insurance policy to be ordered and paid for by:**  Seller(s)  Buyer(s)  No Warranty  See additional provisions

118. **NEW CONSTRUCTION:** If the property is under construction or is to be constructed, this Contract shall be subject to having the

119. construction plans and appropriate specification approved by the parties within \_\_\_\_\_ days of final acceptance of this Contract. New 120. construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by 121. the contractor. The Broker and its Agent(s) make no warranties as to the quality of construction or quality of materials.

122. **RENTAL PROPERTY:** If this property is currently used as rental property, this Contract  is  is not contingent upon Seller(s) providing 123. Buyer(s) evidence of compliance with local zoning and housing code ordinances, if applicable, unless otherwise provided with this Contract 124. or stated in this Contract.

125. **INSURANCE:** Seller(s) shall bear the risk of loss or damage to the property prior to closing. Seller(s) agrees to maintain existing hazard 126. insurance and Buyer(s) may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this 127. Contract shall be null and void, unless otherwise agreed to by the parties. The property shall be deemed substantially damaged or 128. destroyed if it cannot be restored to its previous condition on or before the closing date, provided, however, 129. the Buyer(s) has the right to complete the closing and receive the insurance proceeds regardless of the extent of the damage.

130. **ABSTRACT AND TITLE:** Seller(s) shall, immediately upon request, have the Abstract of Title extended to date and submit to an attorney(s)

131. for a title opinion for the Buyer(s). Such attorney(s) shall be selected by the Buyer(s) or Buyer's lender. Such Abstract of Title shall show 132. merchantable title in the name of the Seller(s), subject only to encumbrances and liens herein assumed and such other encumbrances

133. and liens shall be paid from the proceeds of this sale. Seller(s) agrees to make every reasonable effort to promptly perfect the title in 134. accordance with such title opinion so that, upon conveyance, title shall be deemed marketable in compliance with this Contract, the

135. land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar Association. If this sale is on the deferred installment 136. plan, such other encumbrances shall not exceed the unpaid balance of the stated purchase price and shall provide for an interest rate 137. and terms of payment no more onerous than those agreed to in this Contract. Thereafter the Seller(s) shall not be obligated to make any

138. further extensions or corrections other than to show, upon full payment of the purchase price, entries subsequently caused by the Seller(s) 139. and satisfaction of unassumed encumbrances shown by said examination or those thereafter imposed by the Seller(s). Upon full payment

140. of the purchase price, Seller(s) shall deliver to Buyer(s) a general warranty deed to this property accompanied by the Abstract of Title. If 141. closing is delayed due to Seller's inability to provide marketable title, this Contract shall continue in force and effect until either party

142. rescinds this Contract after giving seven (7) business days written notice to the other party and the Broker(s). The Seller(s) shall not be 143. entitled to rescind this Contract unless he has made a reasonable effort to produce marketable title in the prescribed time.

144. **REMEDIES OF THE PARTIES:** If Seller(s) fails to fulfill this Contract he will pay the Listing Broker the commission in full. The Buyer(s) shall

145. have the right to have all payments returned, and/or to proceed by any action at law or in equity and the Seller(s) agrees to pay costs and 146. reasonable attorney fees, and a receiver may be appointed. Broker may maintain an action at law against Seller(s) for the Broker's

147. commission. If the Buyer(s) fails to fulfill this Contract, Seller(s) may forfeit the same as provided in Chapter 656 of the Code of Iowa, and 148. all payments made so far shall be forfeited, or the Seller(s) may proceed by an action at law or in equity. The Buyer(s) agrees to pay costs

149. and reasonable attorney fees, including the Broker's commission. For purposes of collecting the Broker's commission, Broker shall be 150. deemed a third party beneficiary to this Contract and maintain an action at law against the Buyer(s) for the collection of these fees. If

151. Buyer(s) or any other person or persons shall be in possession of this property or any part thereof, Buyer(s) will peaceably remove himself 152. and his possessions and abandon all claims to any right, title and interest in and to said property or in and to this Contract, or in default

153. thereof he may be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed. Any 154. personal property remaining on the premises more than five (5) business days after the completion of such forfeiture proceeding shall be

155. conclusively presumed to have been abandoned by the Buyer(s) and of no value to Buyer(s), and Seller(s) may dispose of the same as 156. Seller(s) wishes without liability and without any right of the Buyer(s) to make claim for interest or damages.

157. **SUCCESSORS IN INTEREST:** When accepted, this Contract shall apply to and bind the heirs, executors, administrators, assigns, and 158. successors in interest of both parties. In case of the assignment of this Contract by either party, prompt written notice shall be given

159. to the other party. The liability of the Buyer(s) under this Contract shall not cease or be terminated, even though the Contract be 160. assigned by the Buyer(s), unless this liability is specifically released in writing by the Seller(s).

161. **COURT APPROVAL:** If the property is an asset of any estate, trust or conservatorship, this Contract is contingent upon Court approval 162. unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval and

163. conveyance shall be made by a Court Officer's Deed.

164. **FUNDS:** It is agreed that at time of closing, funds, up to the purchase price, received from the Buyer(s) and/or Buyer's lender may be 165. used to pay taxes, other liens and expenses associated with this transaction, same to be handled under the supervision of the Listing

166. Broker so to produce marketable title. Seller(s) hereby appoints the Listing Broker, escrow company, or lender to receive such funds and 167. make such payments and disbursements.

Buyer's Initials TW Seller's Initials JA

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Subject Property Address 4105 Paradise Court NW, Cedar Rapids, Iowa

- 168. GENERAL PROVISIONS: In the performance of each part of this Contract, time shall be of the essence. This Contract shall be binding
- 169. on and inure to the benefit of the heirs, executors, administrators, assigns and is for the convenience of reference and shall not limit
- 170. nor affect the meaning of this Contract.
- 171. MEDIATION: In the event of a dispute, Buyer(s) and Seller(s) agree to consider mediation as an alternative to initiating legal action.
- 172. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when using
- 173. mediation, parties may still seek legal remedies.
- 174. DISPOSITION OF PERSONAL PROPERTY: Seller(s) agrees to remove, prior to closing or possession, whichever is later, all personal
- 175. property not included in this sale, including trash and miscellaneous items. Seller(s) will be liable for any costs the Buyer(s) incurs for the
- 176. removal of any of the Seller's personal property. Any such personal property remaining on the premises shall, unless the parties have
- 177. otherwise agreed, be conclusively presumed to have been abandoned by Seller(s) and of no value to Seller(s). Seller(s) will comply with
- 178. this expectation at his effort and at his expense.
- 179. GENDER AND NUMBER: Stated words and phrases shall be construed in the singular or plural number, and as masculine, feminine or
- 180. neutral gender as may be dictated by the context of this Contract.
- 181. NOTICE: Any notice required under this Contract shall be deemed given when it is received in writing either by hand delivery, fax, return
- 182. receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this Contract shall be the
- 183. Seller(s) and Buyer(s) or their respective agents.
- 184. FINAL INSPECTION: Buyer(s) or his representative has the right to enter and inspect the premises, prior to closing, to determine if there
- 185. have been any material changes in the property since the origination date of this Contract and acknowledges by deposit of final funds
- 186. that the property is acceptable and all equipment is in working order.

187. Included: all permanent fixtures, all items per attached Seller's Property Disclosure dated on \_\_\_\_\_  
188. and the attached Cedar Rapids Area Association of REALTORS® Multiple Listing page with the MLS number of \_\_\_\_\_

189. ADDITIONAL PROVISIONS: \_\_\_\_\_  
190. \_\_\_\_\_  
191. \_\_\_\_\_  
192. \_\_\_\_\_  
193. \_\_\_\_\_

194. Please be aware that the Purchase/Contract supersedes the Seller's Property Disclosure document as well as the MLS Listing  
195. documents. This offer to purchase is made of my own free will and shall be good and binding upon the undersigned if accepted

196. on or before (date) 6.21.2017 by (time) 4:00  a.m./ p.m.

197.  SEE ATTACHED ADDENDUM(S)

198. TN 6/21/17 [Signature] 6/21/17  
199. Buyer's Signature Date Buyer's Signature Date

200. TRUYEN NGUYEN  
201. Buyer's Legal Name, (Printed) Buyer's Legal Name, (Printed)

202.  SELLER'S ACCEPTANCE. The undersigned Seller(s) of the above property accepts the above offer and agrees to sell this property  
203. according to the terms offered on this date of: (date) 06 2 1 1 7, (time) 3 5 0  a.m./ p.m.

204.  SELLER'S REJECTION. The undersigned Seller(s) of the above property rejects this Buyer's written offer to purchase the above  
205. stated property. (date) \_\_\_\_\_, (time) \_\_\_\_\_  a.m./ p.m.

206.  SELLER'S COUNTER OFFER. The undersigned Seller(s) of the above property accepts the above offer, however, counters certain  
207. terms and conditions as per attached Counter Offer. (date) \_\_\_\_\_ (time) \_\_\_\_\_  a.m./ p.m.

208. [Signature], Trustee 062117  
209. Seller's Signature Date Seller's Signature Date

210. Reneek Hanrahan, Trustee in Bankruptcy  
211. Seller's Legal Name, (Printed) 14-01188 Seller's Legal Name, (Printed)

FOR BROKERS' REFERENCE ONLY

212. Skogman Realty Derenda Hurn  
Name of Selling Company (Printed) Name of Selling Agent (Printed)

213. Skogman Realty Derenda Hurn  
Name of Listing Company (Printed) Name of Listing Agent (Printed)

HAPPY NAILS LLC

33-54/730

3066

6/21/2017

date

Pay to the order of Skogman Realty \$ 1,000.00

One thousand and 0/100 dollars

usbank.

for

*[Signature]*

EARNEST Money \$500 for 4017 Paradise CT. NW  
\$500 for 4105 Paradise CT. NW.