

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

IN RE:

JODY KEENER,

Debtor.

CHAPTER 11 BANKRUPTCY
CASE NO. 14-1169

**TRUSTEE'S THIRD 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 Third 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 lot located at 4121 Paradise Court NW in Cedar Rapids, Iowa (hereinafter "vacant lot"), and legally described as:

Lot 10, 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 lot which is 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 July 18, 2017 the Trustee received an offer to purchase the vacant lot described above for the sum of \$34,300.00. A true and accurate copy of the Purchase Contract is attached hereto, marked Exhibit “A”, and is 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 lot’s sale the net proceeds in excess of \$20,000.00 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 sale proposed herein is in the best interest 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 offer attached hereto as Exhibit “A” is the first written offer made for the purchase of this vacant lot since the bankruptcy case was filed.

- B. The net sales proceeds in excess of \$20,000.00 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 price represents fair compensation to the estate and its creditors and will allow for the immediate transfer of the vacant lot, free and clear of all liens and encumbrances, to the ultimate third party purchaser.
- D. The proceeds to be paid to CCCU will be \$20,000.00. 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 sale of the vacant lot 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 \$20,000.00 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 lot at 4121 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 \$20,000.00 shall be payable to CCCU in order to reduce the balance owed to this creditor pursuant to the mortgage 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.



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: Gunther Sandersfeld Please check appropriate representation: [X] Buyer(s) [] Seller(s) [] Dual Agency
2. Date: 07/18/2017 Time: 12:00 [] a.m./ [X] p.m. The undersigned Buyer(s) hereby offers
3. the following terms for the purchase of the following property: Parcel #: 132415202300000
4. Address: 4121 Paradise Court Northwest City: Cedar Rapids Iowa. Zip Code: 52405
5. Abbreviated legal description: Connie 1st str/lb 10
6. Linn County, Iowa
7. subject to public highways, covenants, easements, restrictions and zoning, if any.
8. PURCHASE PRICE to be: \$32,500 and the method of payment as follows: \$500
9. earnest money with this Contract and an additional amount of earnest money of \$ payable by (date)
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. [X] 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. [X] 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 [Signature] Seller's Initials [Signature]

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Subject Property Address 4121 Paradise Court Northwest Cedar Rapids Iowa

45. CLOSING: shall be on (date) 08/11/2017 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 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. 07/18/17 [initials] (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

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 inspector as required by Iowa Code 455B.172 (unless exempt) to be ordered and paid for by Seller(s) or Buyer(s) and provided no later than _____ (date).

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

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

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

89. 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.

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

91. 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

92. relevant portion(s) of the inspection report(s) and the desired corrections and deliver them to the Listing Agent within the "Inspection Period". Upon delivery of the notice, Seller(s) shall have three (3) business days to respond to the buyers "Inspection Summary" requests.

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

94. 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.

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Subject Property Address 4121 Paradise Court Northwest, 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. [x] 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 [Signature] 07/18/17 1:14PM EDT Seller's Initials [Signature]

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Subject Property Address 4121 Paradise Court Northwest, 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.

170. MEDIATION: In the event of a dispute, Buyer(s) and Seller(s) agree to consider mediation as an alternative to initiating legal action. 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 _____

188. and the attached Cedar Rapids Area Association of REALTORS® Multiple Listing page with the MLS number of 1705580

189. ADDITIONAL PROVISIONS: Closing to be as soon as possible.

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) 07/19/2017, by (time) 1:00 a.m./ p.m.

197. SEE ATTACHED ADDENDUM(S)

<i>Richard Mills</i>	dotloop verified 07/18/17 1:14PM EDT LBFI-AMT1-2V48-6901		
198. Buyer's Signature	Date	Buyer's Signature	Date

200. Richard Mills

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) _____, (time) _____ 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 terms and conditions as per attached Counter Offer. (date) 07/19/17, (time) 12:20 a.m./ p.m.

<i>[Signature]</i>	<u>07/19/17</u>		
208. Seller's Signature	Date	Seller's Signature	Date

210. Renee Hawahan, Bankruptcy Trustee
211. Seller's Legal Name, (Printed) _____ Seller's Legal Name, (Printed) _____

FOR BROKERS' REFERENCE ONLY

212. Skogman Realty Gunther Sandersfeld
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)



COUNTER OFFER (#): 1

AN ADDENDUM to the Purchase/Sale Contract dated: 7/18/2017

In response to the offer to purchase the real property commonly known as: _____

4121 Paradise Court NW

Made by Richard Mills

the following Counter Offer is hereby submitted: Purchase price to be \$36,200.

Closing to be September 1st, 2017 or as soon as possible after court approval has been obtained

Multiple horizontal lines for additional terms or conditions.

OTHER TERMS: All other terms and conditions of the initial offer and any Counter Offers to buy shall remain the same.

EXPIRATION: This Counter Offer shall expire by (date) 7/20/2017, (time) 1:00 a.m./ p.m.

[Signature], Bankruptcy Trustee 07/19/17
Seller/Buyer _____ Date _____ Seller/Buyer _____ Date _____

- ACCEPTANCE OF COUNTER OFFER The undersigned accepts the above Counter Offer on (date) _____, (time) _____ a.m./ p.m.
- COUNTER OFFER NOT ACCEPTED The undersigned rejects the above Counter Offer on (date) _____, (time) _____ a.m./ p.m.
- ADDITIONAL COUNTER OFFER The undersigned accept the above Counter Offer with EXCEPTIONS noted in the attached Counter Offer #: 2
(date) _____, (time) _____ a.m./ p.m.

Richard Mills dotloop verified 07/19/17 2:17PM EDT PEZQ-PRLF-KIOL-JLSP
Seller/Buyer _____ Date _____ Seller/Buyer _____ Date _____

