

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF VIRGINIA**

**Harrisonburg Division**

<b>In re:</b>  <b>KARON RICHARD</b>  <i>Debtor</i>	<b>Case No. 16-50842</b> <b>Chapter 11</b>
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**MOTION TO APPROVE SALE OF REAL PROPERTY**

Karon Richard, the debtor herein, files this Motion seeking an order pursuant to 11 U.S.C. section 363 approving the sale of real property owned by the Debtor, and in support thereof, states as follows:

1. This case was filed as a voluntary case under Chapter 11 on August 31, 2016.
2. Debtor and her husband own real property located at 324 Pineda Street, Dauphin Island, Alabama, more particularly known as Lot 23 Plat of Blk F of Ext. Unit 1 1953 Subdivision of Dauphin Island Alabama (the "Property").
3. Subject to court approval, the Debtor has entered into a contract to sell the Property to Alice and Jason Edwards for \$325,000. A copy of the contract is attached as Exhibit A. The Property has been on the market for more than a year and Debtor believes that this price accurately reflects the fair market value of the Property.
4. The Property is subject to a first priority lien in favor of Wells Fargo Bank, which is owed approximately \$341,000, meaning that the sale proceeds will be insufficient to pay the Wells Fargo claim in full. Debtor's spouse, who is a co-owner of the property and a co-borrower on the Wells Fargo debt, will provide the funds sufficient to pay secured claims and costs of sale.

5. By order entered March 2, 2017, this court approved the retention of Alabama Realty in connection with sale of the Property.

6. At closing, Debtor proposes to pay the sale proceeds as follows:

- a.) Ordinary and necessary costs of closing, including any allocations of items such as utilities and taxes;
- b.) Real estate commission to be shared by sellers' and buyers' agents, Alabama Realty;
- c.) Payment of amounts due to Wells Fargo that are secured by the Property.

7. Debtor seeks an order pursuant to 11 U.S.C. section 363, authorizing the Debtor to the amounts set forth above. Settlement is scheduled for March 22, 2018, and Debtor further requests that pursuant to Fed. R. Bankr. Pro. 6003(h) that this court order directs that the order become effective immediately and that the 14 day stay shall not apply.

WHEREFORE, the Debtor requests entry of an order authorizing the sale of the Property, under the terms and conditions set forth in the attached contract, with distribution of the sale proceeds as set forth herein, and granting such other relief as is just.

Karon Richard  
By Counsel:

/s/ Ann Schmitt  
Ann E Schmitt VSB #22030  
Culbert & Schmitt, PLLC  
30-C Catoctin Circle S.E.  
Leesburg, Virginia 20175  
[aschmitt@culbert-schmitt.com](mailto:aschmitt@culbert-schmitt.com)

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by U.S. Mail, first class postage pre-paid, this 28<sup>th</sup> day of February, 2018.

/s/ Ann E. Schmitt

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF VIRGINIA**

**Harrisonburg Division**

<p><b>In re:</b>  <b>KARON RICHARD</b>  <i>Debtor</i></p>	<p><b>Case No. 16-50842</b> <b>Chapter 11</b></p>
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**ORDER APPROVING SALE OF REAL PROPERTY**

THIS MATTER came on upon the Motion of the Debtor for an order authorizing and approving the sale of real property (the “Motion”), and it appearing to the court that the matter has been duly noticed, that no objections have been filed, and that the relief requested it is appropriate, it is therefore

ORDERED that the sale of property located at 324 Pineda Street, Dauphin Island, Alabama and more particularly described as Lot 23 Plat of Blk. F of Ext. Unit 1 1953 Subdivision of Dauphin Island AL (the “Property”) is authorized under the terms and conditions set forth in the sale agreement attached as Exhibit A to the Motion, and it is further

ORDERED that from the sale proceeds Debtor shall pay ordinary and necessary costs of sale, broker commissions and the lien claim of Wells Fargo Bank secured by the Property, and it is further

ORDERED that Debtor is authorized to take all other necessary steps and to n all necessary documents to consummate the sale of the Property, and it is further

ORDERED that pursuant to Fed. R. Bankr. Pro. 6003(h), this order shall become effective immediately and Debtor is authorized to proceed to closing.

Date: \_\_\_\_\_

\_\_\_\_\_  
Rebecca Connolly, United States  
Bankruptcy Judge

I ASK FOR THIS:

/s/ Ann Schmitt

Ann E Schmitt VSB #22030

Culbert & Schmitt, PLLC

30-C Catoctin Circle S.E.

Leesburg, Virginia 20175

PH: 703-737-7797

FX: 703-549-2859

[aschmitt@culbert-schmitt.com](mailto:aschmitt@culbert-schmitt.com)



# PURCHASE AGREEMENT



This contract constitutes the sole agreement between the parties hereto and any modifications of this contract shall be signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto. If you have any questions, seek legal and/or tax advice. Buyers and Sellers agree not to discriminate based on race, color, religion, sex, national origin, handicap or familial status.

### AGENCY DISCLOSURE:

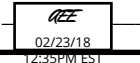
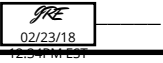
The listing company Alabama Realty, LLC is:  An agent of the seller.  An agent of the buyer.  An agent of both the seller and the buyer and is acting as a limited consensual dual agent.  Assisting the \_\_\_\_\_ buyer \_\_\_\_\_ seller as a transaction broker.

The selling company Alabama Realty, LLC is:  An agent of the seller.  An agent of the buyer.  An agent of both the seller and the buyer and is acting as a limited consensual dual agent.  Assisting the X buyer \_\_\_\_\_ seller as a transaction broker.

SELLER(S) INITIALS

   
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BUYER(S) INITIALS

   
 02/23/18 12:35PM EST      02/23/18 12:34PM EST

### BUYER'S OFFER

1. THE UNDERSIGNED, HEREINAFTER CALLED THE BUYER, HEREBY OFFERS TO BUY THE PROPERTY LOCATED IN Dauphin Island ALABAMA, COMMONLY KNOWN AS 324 Pineda St., Dauphin Island, AL 36528 AND LEGALLY DESCRIBED AS: LOT 23 PLAT OF BLK F OF EXT UNIT NO 1 1953 SUBD OF DAUPHIN ISLAND ALA MBK 10 P SUBJECT TO ANY EXISTING BUILDING AND USE RESTRICTIONS, PREVIOUS MINERAL EXCLUSIONS, ZONING ORDINANCES AND EASEMENTS, IF ANY, FOR THE SUM OF Two Hundred Eighty Thousand and Zero/100 (\$ 280,000.00 ) Dollars

2. THE TERMS OF THE PURCHASE SHALL BE AS INDICATED BY "X" BELOW, UNMARKED TERMS DO NOT APPLY. (IF FAIRHOPE SINGLE COLONY PROPERTY, A BILL OF SALE WILL BE PROVIDED IN LIEU OF WARRANTY DEED.)



**CASH**  The full purchase price upon execution and delivery of a full Warranty Deed by the Seller. The Buyer shall pay closing fee and recording fee. This offer  IS  IS NOT contingent on the property appraising for at least the purchase price. Appraisal, if any, shall be paid for by the buyer and shall be completed within \_\_\_\_\_ business days of the date of the acceptance of this offer.

**NEW MORTGAGE**  The full purchase price upon execution and delivery of a full Warranty Deed by the Seller contingent upon the Buyer's ability to obtain a TBD YEAR TBD TYPE mortgage in the amount of approximately \$ 249,200 PLUS  PMI,  MIP,  VA FUNDING FEE,  CLOSING COST AT AN INTEREST RATE NOT TO EXCEED TBD % or market rate if not locked in at the time of application. The Seller shall have the option to cancel this contract if the Buyer fails to apply for a mortgage loan within 3 business days after the date of acceptance of this offer. Credit report fee shall be paid by Buyer at time of application and ordered immediately. Appraisal fee shall be paid by Buyer at time of application. Buyer shall direct lender to order appraisal immediately upon receipt of credit report satisfactory to lender and removal of the professional inspection contingency should one apply. THIS OFFER IS CONTINGENT ON THE PROPERTY APPRAISING FOR AT LEAST THE PURCHASE PRICE. The Buyer shall pay all loan closing costs, unless otherwise noted, including prepaid items, unless not allowed by FHA/VA regulations. The Seller shall make repairs or replacements as required by appraisal, or for mortgage loan purposes, NOT TO EXCEED \$ 0, but **not** including possible repairs as may be required by paragraphs 3, 4 and 9 below. Buyer shall furnish to Seller, within 3 business days of the date of acceptance of this offer, written confirmation from lender that Buyer meets approval guidelines for financing as provided herein.



**VENDOR'S LIEN DEED**  \$ \_\_\_\_\_ upon execution and delivery of a full Warranty Deed by the Seller reserving a Vendor's Lien wherein the balance of \$ \_\_\_\_\_ shall be payable in # \_\_\_\_\_ / \_\_\_\_\_ installments of \$ \_\_\_\_\_ including interest at \_\_\_\_\_ % per annum, the first payment to become due 30 days after \_\_\_\_\_. No penalty for prepayment privileges. The Buyer to pay closing fees and recording fee. The Vendor's Lien  SHALL  SHALL NOT be assumable without written consent of the lien holder, and the Vendor's Lien/Note  SHALL  SHALL NOT contain a late charge provision of \_\_\_\_\_ % of an installment when paid more than \_\_\_\_\_ days after due date thereof. Set up fee and note collection fee, if any, to be paid by the  BUYER  SELLER. The Vendor's Lien shall require the Buyer to promptly pay ad valorem taxes and to furnish insurance coverage in an amount not less than Vendor's Lien retained on buildings and improvements, with standard mortgagees clause naming the Seller as a loss payee, with the Buyer to supply first year insurance policy at closing. The Buyer  SHALL  SHALL NOT provide a credit report satisfactory to and approved in writing by the Seller within \_\_\_\_\_ business days of the acceptance of this agreement. The Vendor's Lien/Note  SHALL  SHALL NOT provide for a balloon payment due \_\_\_\_\_.

3. BUYER IS AWARE THAT PROFESSIONAL INSPECTION(S), including but not limited to hazardous substances, of home, structures and systems, and any other items of importance to the Buyer are available, by a representative of the Buyer's choosing. The sale  IS  IS NOT contingent on said inspection, satisfactory to the Buyer. If sale is contingent on said inspection, the Buyer agrees to pay for same, and if said inspection is found to be unsatisfactory to the Buyer, the Seller is to be notified in writing within \_\_\_\_\_ business days of acceptance of this agreement. Otherwise, this contingency will be considered removed at the expiration of such period. The Seller is not obligated to pay for any repairs recommended by such professional inspection, except as may be required by other provisions of this purchase agreement. If this offer is contingent on a professional inspection, the appraisal, if any, shall be ordered immediately upon the removal of this contingency. Buyer has been given the opportunity to have such an inspection and hereby declines \_\_\_\_\_ BUYER(S) INITIALS. Upon request of Seller, Buyer shall furnish a copy of all inspection reports obtained hereunder at no cost to Seller.

Seller(s) initials

   
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Buyer(s) initials

   
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**PURCHASE AGREEMENT (PAGE 2)**

**PROPERTY ADDRESS** 324 Pineda St., Dauphin Island, AL 36528

4. THE BUYER ACCEPTS THIS PROPERTY IN ITS AS IS, WHEREIS CONDITION, except as may be specified herein. HEATING, COOLING AND AIR CONDITIONING EQUIPMENT INCLUDING ANY WINDOW UNITS, PLUMBING and ELECTRICAL SYSTEMS and all INCLUDED APPLIANCES shall be warranted by the Seller to be in working order at time of conveyance. Buyer to be responsible for inspection of same prior to conveyance. The Buyer may be requested to sign a final walk-thru/systems check inspection form, indicating that the inspection was completed and that the property was acceptable, unless otherwise noted on such form. The Buyer understands that if Realtor accompanies the Buyer on this final inspection it will be as a courtesy only and not as a person qualified to detect any defects.

5. PROVIDING UTILITY AVAILABILITY, if necessary, for any and all inspections is the responsibility of the  BUYER  SELLER. Seller shall leave the property in broom swept condition and shall remove all personal property and debris from the premises, including attic, storage areas and out buildings.

6. THIS AGREEMENT IS CONTINGENT UPON BUYER'S ABILITY to obtain a commitment for homeowners and/or flood insurance at a price and terms acceptable to Buyer and Buyer's lender within 10 business days of the date of the acceptance of this offer.

7. A HOME WARRANTY subject to limitations, exclusions and deductibles  SHALL  SHALL NOT be provided at a cost not to exceed \$                     . If provided, Home Warranty shall be ordered by                      Realtors through                      Warranty Company at the expense of  BUYER  SELLER. Buyer has been given the opportunity to have such coverage and hereby declines  BUYER  SELLER. Buyer(S) INITIALS                     

8. ALL                      ITEMS AND APPURTENANCES ARE INCLUDED IN THE PURCHASE PRICE, including if now in or on the property, the following: lighting fixtures and their shades, ceiling fans, drapery hardware and curtain hardware, window shades and blinds, window and door screens, stationary laundry tubs, water heater, smoke detectors, carbon monoxide detectors, built-in security systems, TV antenna, satellite dish, mailbox, remote control garage door opener(s), water pump and pressure tank, built-in kitchen appliances including garbage disposal, central vac attachments, gas logs and related equipment, attached gas grill, awnings, all plantings, and heating and air conditioning equipment including any window units. Affixed television screen(s)  shall  shall not remain with the property. All bathroom mirrors  shall  shall not remain with the property. The Seller shall provide to the buyer or selling broker at closing at least one (1) door key to each separately keyed exterior door of dwelling and outbuilding(s). Exceptions for leased equipment:                     

NO ITEMS OF PERSONAL PROPERTY SHALL BE TRANSFERRED TO THE BUYER UNLESS SPECIFICALLY ITEMIZED HEREIN:  
Refrigerator, wine cooler, washer and dryer to remain.

Personal property / free-standing appliances that remain are of NO VALUE for appraisal and mortgage loan purposes unless otherwise noted.

9. THE SELLER AGREES TO FURNISH AT SELLER'S EXPENSE, AN ALABAMA WOOD INFESTATION REPORT from a bonded and licensed termite control company stating that a visual inspection of accessible areas of the dwelling and garage and/or carport and any detached buildings given value by appraisal indicates there is no visible sign of active infestation by wood destroying insects or fungus. This is not a structural damage report nor a warranty as to the absence of wood destroying insects or fungus. If a lender requires a structural inspection due to a finding of previous or present infestation and/or damage, such inspection shall be at Seller's expense and shall be satisfactory to Buyer and lender; or if not required by lender, Buyer may order such structural inspection at Buyer's expense, satisfactory to Buyer. The current termite contract, if any, is to be kept current by the Seller and transferred to the Buyer if allowed by termite company at the expense of the  BUYER  SELLER at a cost not to exceed \$ 295. A termite damage replacement contract  WITH  WITHOUT Formosan coverage  SHALL  SHALL NOT be provided to buyer at  BUYER  SELLER expense. If active infestation and/or fungus is reported, treatment of the entire dwelling may be required unless property is under a current termite contract in which case a re-treatment of the affected area will be permitted. If new construction, a soil treatment letter is acceptable in lieu of inspection.

10. ALL AD VALOREM TAXES, any Homeowners Association Fees, and any rents being collected from existing tenants to be prorated at time of closing. Subject to the terms of any existing lease, the lease agreements and security/damage deposits, if applicable, will be transferred to the Buyer at closing. NOTE: Taxes are prorated based upon current information furnished by the Revenue Commissioner's Office. Realtors cannot and do not assume any responsibility for any change, modification or adjustment to the current tax assessment by the Revenue Commissioner's Office. Any Homeowner's Association transfer fees shall be paid by Buyer.

11. LIENS FOR PUBLIC IMPROVEMENTS shall be paid by the Seller without proration. Assessments for public improvements not yet a lien shall be assumed by the Buyer.

12. AN OWNER'S POLICY OF TITLE INSURANCE in the amount of the purchase price is to be furnished by the Seller. Risk of loss by fire or other casualty shall be on the Seller until title is conveyed.

13. A NEW SURVEY shall be paid for by  BUYER  SELLER and ordered by  LISTING BROKER  SELLING BROKER. Buyer has been given the opportunity to get a new survey and hereby declines.                      BUYER(S) INITIALS                     

14. SALE TO BE CLOSED within 10 days after all necessary documents are ready,                      later than March 22, 2018, nor later than April 22, 2018.

TITLE TO BE TAKEN IN THE NAME(S) of Alice E. Edwards and Jason R. Edwards  
 WITH  WITHOUT Right of Survivorship.

15. A FURTHER PERIOD OF FIVE (5) DAYS shall be allowed for closing if: (A) the closing is delayed by reason of title defects which can be readily corrected, or (B) the terms of purchase requires a new mortgage, and the lender issues an unconditional written commitment prior to the date of closing, but is delayed in consummating the mortgage.

16. POSSESSION TO BE GIVEN  AT CLOSE                       DAYS AFTER CLOSE OF SALE, AT                      (AM/PM)  WITH  WITHOUT payment of rent by the Seller for any portion of property occupied by the Seller prior to this date and paid as follows:

17. THIS OFFER SHALL REMAIN OPEN UNTIL 8:00PM (am/pm) on March 8, 2018, and if not properly accepted and delivered, shall be void. Buyer deposits \$1000 as earnest money to be deposited by the Selling Broker upon acceptance of this offer, cash shall be deposited immediately, and to be applied against the purchase price at closing. If the offer/counteroffer is not accepted, the earnest money shall be returned to Buyer without Seller's signature. If for any reason the transaction is not consummated or if there is a disagreement involving to whom the earnest money should be disbursed, Broker is required by Alabama Real Estate License Law to obtain a written agreement signed by Buyer and Seller before disbursement of earnest

Seller(s) initials                      Buyer(s) initials                       
                                                                                     
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**PURCHASE AGREEMENT (PAGE 3)**

**PROPERTY ADDRESS** 324 Pineda St., Dauphin Island, AL 36528

money. If such written agreement signed by Buyer and Seller cannot be obtained, Broker may interplead such funds into court, with Broker's attorneys fees and costs for the interpleader action to be deducted therefrom. In the event of Buyer's default, Seller may elect to retain such deposit as liquidated damages or as part payment of the purchase price and pursue Seller's available remedies against the Buyer. In the event of Seller's default, Buyer may pursue available remedies against the Seller.

**18. THE PURCHASE PRICE AND TERMS OF THIS SALE MAY BE DISCLOSED** after closing to the members and affiliate members of the Mobile Area Association of REALTORS, Inc., or the GULF COAST MLS, INC., or other applicable MLS, for use in the ordinary conduct of their business. REALTORS may benefit financially as a result of recommending real estate related services to clients and customers. REALTORS ARE NOT PRINCIPALS AND ARE NOT TO BE HELD LIABLE FOR ANY CONDITIONS OR NON-PERFORMANCE OF THIS AGREEMENT NOR HAVE THEY GIVEN ANY LEGAL OR TAX ADVICE.

**19. ADDENDUMS INDICATED ARE INCLUDED** as part of this agreement: LEAD-BASED PAINT DISCLOSURE \_\_\_\_\_, OTHER(S) \_\_\_\_\_

**20. Other provisions:** Seller to provide existing survey if available. Purchaser accepts house as is where is with the exception of current fireplace repair being completed and chimney repair completed.

**21. THE BUYER ACKNOWLEDGES** that Buyer has read this entire agreement including all addendums, if any, which are made part of this purchase agreement and has received copies thereof.

Buyer X Alice E. Edwards dotloop verified 02/23/18 12:35PM EST EVMY-MCRO-VYV7-K0QO

Print Name Alice E. Edwards

Buyer X Jason R. Edwards dotloop verified 02/23/18 12:34PM EST 5L1B-MLC1-ODOO-4S3G

Print Name Jason R. Edwards

Buyer's Address \_\_\_\_\_ Phone: \_\_\_\_\_

Witness X \_\_\_\_\_ Realtor Jessica Clevinger Phone(Off.) 861-6121 (Other) 422-7362

**SELLER'S ACCEPTANCE OF OFFER** \_\_\_\_\_ Date: 2/23/2018, 8:04PM (AM/PM)

**22. THE ABOVE OFFER IS HEREBY ACCEPTED** as written except sales price shall be \$341,000, no survey to be provided, and sale subject to court approval.

IN THE EVENT A COUNTEROFFER is made, it shall expire on 3/1/2018, 5:00PM (AM/PM) if the Buyer has not given prior written acceptance.

THE SELLER ACKNOWLEDGES that Seller has read this entire agreement including all addendums, if any, which are made part of this purchase agreement and has received copies thereof.

Seller X Karon Richard dotloop verified 02/27/18 12:37PM EST U2CK-AZM5-1DTC-JENM

Print Name Karon Richard

Seller X Alan Richard dotloop verified 02/27/18 12:35PM EST PBXY-MTQG-P4RY-ES9A

As Title is Held Alan Richard  
Print Name \_\_\_\_\_

Seller's Address \_\_\_\_\_ Phone: \_\_\_\_\_

Witness X Jessica Clevinger dotloop verified 02/27/18 7:05PM EST 4LRY-VY1V-F62L-HFAO Phone(Off) 861-6121 (Other) 422-7362

**BUYER'S ACCEPTANCE OF COUNTEROFFER** \_\_\_\_\_ Date: 2/27/2018, 6:08PM (AM/PM)

**23. The Seller's counteroffer as detailed in #22 above is hereby**  **countered as per attached addendum**  **accepted as written.** Provisions of the original ~~offer not changed by counter remain in effect~~

Buyer X Alice E. Edwards dotloop verified 02/27/18 10:36PM EST B36M-7SYD-DSFL-RJYY

Witness \_\_\_\_\_

Buyer X Jason R. Edwards dotloop verified 02/27/18 10:35PM EST FPF6-IFGI-A2AT-WVQT

Witness \_\_\_\_\_

This form is intended for the sole use of Realtor members of the Mobile Area Association of REALTORS, Inc.





PURCHASE AGREEMENT ADDENDUM # 1



Date: 2/27/2018

This Addendum to be part of and incorporated into the Purchase Agreement dated: 2/22/2018

Relating to the property located at, and/or legally described as: \_\_\_\_\_

324 Pineda St Dauphin Island, AL 36528

Between: Buyer: Edwards

Seller: Richard

In the event any provisions of this Addendum conflict in whole or in any part with the terms of the above referenced Purchase Agreement, the provisions of this Addendum will control.

Accepted as written except sales price shall be \$335,000.00 and sellers flood policy to be assumed by buyer at closing and prorated at closing.

This Addendum shall expire on 03/01/2018 at 5:00PM (am/pm) if not accepted in writing.

The above Addendum is hereby  accepted  countered as per attached Addendum # \_\_\_\_\_

Alice E. Edwards dotloop verified 02/27/18 10:37PM EST SGGT-7QWK-ETAS-B1LF

Jason R. Edwards dotloop verified 02/27/18 10:37PM EST 8MZL-VB6J-F7NT-44SN

\_\_\_\_\_  
Witness

Karon Richard dotloop verified 02/28/18 10:26AM EST 4MMO-E03U-DKRL-FVHK

\_\_\_\_\_  
Witness

Alan Richard dotloop verified 02/28/18 11:02AM EST 8XTE-FIRJ-SIA5-RQNV

Seller Date

ALAN RICHARD  
2660 N. FREDERICK PIKE  
WINCHESTER, VA 22603

BANK OF AMERICA  
PO BOX 15019  
WILMINGTON, DE 19886-5019

CAPITAL ONE  
PO BOX 21887  
SAINT PAUL, MN 55121

CAPITAL ONE BANK  
c/o Samerra Navidi  
Orlans PC  
PO Box 2548  
Leesburg, VA 20177

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPS.  
PO BOX 7346  
PHILADELPHIA, PA 19101-7346

WELLS FARGO BANK, NA  
PO BOX 10335  
DES MOINES, IA 50306

WELLS FARGO BANK, NA  
Home Equity Group  
1 Home Campus X2303-01A  
Des Moines, IA 50328-0001

SYNCHRONY BANK  
c/o PRA Receivables Mgmt.  
PO Box 41021  
Norfolk, VA 23541

OFFICE OF THE U.S. TRUSTEE  
First Campbell Square Building  
210 First St. SW, Suite 505  
Roanoke, VA 24011

Johnie R. Muncy  
Samuel I. White, P.C.  
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