

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI**

IN RE:

PRIMUS WHEELER, JR.

CASE NO. 17-00354-EE

DEBTOR

CHAPTER 11

**DEBTOR'S MOTION FOR APPROVAL OF ONLINE AUCTION
OF REAL PROPERTY, FREE AND CLEAR OF LIENS WITH NET
PROCEEDS BEING PAID TO REGIONS BANK**

COMES NOW, Primus Wheeler, Jr., (the "Movant" or the "Debtor") and files this, his *Motion for Approval of Online Auction of Real Property, Free and Clear of Liens with Net Proceeds Being Paid to Regions Bank* (the "Motion"), and in support thereof would respectfully show as follows, to-wit:

1. This Honorable Court has jurisdiction of the subject matter herein and the parties hereto pursuant to 28 U.S.C. §§ 157 and 1334, 11 U.S.C. §§ 105, 363, 365, 1106 and 1108, and related statutes, related rules and various orders of reference. This is a core proceeding

2. That the Debtor filed its Application to Employ Auctioneer with the Auction Contract attached as Exhibit "A" on October 16, 2017 [Docket No. 91] and an Order Approving same was entered by this Court on November 14, 2017 [Docket No. 111].

3. That the terms and conditions of the sale are outlined in the Online Auction attached hereto and incorporate herein as Exhibit "A".

4. That Regions Bank has a lien on the real property, approximately 61.8 acres located in Tallahatchie County, MS and said liens shall attach to the proceeds from the said sale. At the closing, Regions Bank's Deed of Trust will be canceled on the subject property and they will receive the net proceeds of the sale.

5. That the online bidding will open on Wednesday, January 31, 2018 at 8:00 a.m. central standard time with a soft close on Thursday, February 8, 2018 at 12:00 noon, central standard time. Bidders can register and bid at www.taylorauction.com on these days. A description and photographs of the property will be available.

WHEREFORE, PREMISES CONSIDERED, the Debtor respectfully requests that this Court enter an Order on the Motion for Approval of Online Auction of Real Property, Free and Clear of Liens with Net Proceeds Being Paid to Regions Bank and for such other relief as is deemed just.

DATED, this the 11th day of December, 2017.

PRIMUS WHEELER, JR.

/s/J. Walter Newman IV
J. WALTER NEWMAN IV

J. Walter Newman IV, MSB# 3832
NEWMAN & NEWMAN
587 Highland Colony Parkway
Ridgeland, MS 39157
Telephone No. (601) 948-0586
Email: wnewman95@msn.com
Attorney for Debtor

CERTIFICATE OF SERVICE

I, J. WALTER NEWMAN IV, do hereby certify that I have this day served via United States mail, postage prepaid and/or Notice of Electronic Filing, a true and correct copy of the above and foregoing Pleading to the following:

Office of The United States Trustee
USTPRegion05.JA.ECF@usdoj.gov

Jay Gore, III
jgore@gorekilpatrick.com

Dated this the 11th day of December, 2017.

/s/ J. Walter Newman IV
J. WALTER NEWMAN IV

ONLINE AUCTION MARKETING PROPOSAL

Presented to:

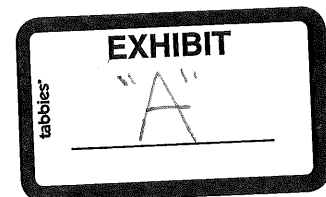
Mr. J. Walter Newman IV
Newman & Newman
587 Highland Colony Parkway
Ridgeland, MS 39157
Attorney for Debtor in Possession

In Reference to:

United States Bankruptcy Court for the Southern District of MS
Primus Wheeler, Jr.
Case No. 17-00354-EE
61.8+/- Acres, Tallahatchie County, MS
Parcel # 102 31014 and Parcel # 102 30007

TAYLOR AUCTION & REALTY, INC.
www.taylorauction.com
Grenada, MS 38901

Office Phone: 1.662.226.2080
Cell Phone: 1.662.417.0397



Executive Summary

The purpose of this proposal is to detail a comprehensive real estate auction event utilizing our exclusive online bidding platform featured @ www.taylorauction.com and www.marknetalliance.com.

Utilizing the time tested auction method will yield TRUE MARKET VALUE – what buyers are willing to pay, free of contingencies –AS IS condition, and all comprised within a 30-45 day time frame.

Our proposal details the auctioneer's commission and responsibilities, seller's responsibilities, seller's advertisement investment with detailed marketing strategy, the basic terms and conditions of the auction and general terms of an auction.

CONTENTS

AUCTION PROPOSAL	2
PROPOSAL / CONTRACT	5
Seller Information	5
1. Auctioneer's Commission & Responsibilities.....	5-6
2. Seller's Responsibilities.....	6
3. Advertisement Investment and Marketing Strategy	6-7
4. Terms and Conditions:	7-8
5. General Terms of Auction Contract.....	8-9
Submitted and Acknowledged:	9

PROPOSAL / CONTRACT

Taylor Auction & Realty, Inc. submits the following to:

Seller Information

Mr. J. Walter Newman IV
Newman & Newman
587 Highland Colony Parkway
Ridgeland, MS 39157
Attorney for Debtor in Possession

**This contract is for the purpose of marketing by
online auction the real estate consisting of:**

**United States Bankruptcy Court for the Southern District of MS
Primus Wheeler, Jr.
Case No. 17-00354-EE
61.8+/- Acres, Tallahatchie County, MS
Parcel # 102 31014 and Parcel # 102 30007**

The proposal consists of the following aspects:

- 1. Auctioneer's Commission & Responsibilities**
- 2. Seller's Responsibilities, Representations and Warranties**
- 3. Advertisement Investment & Marketing Strategy**
- 4. Terms and Conditions of Auction**
- 5. General Terms of Auction Contract**

1. Auctioneer's Commission & Responsibilities:

Real Estate Commission: 10% Seller's Commission

Broker Participation is encouraged and cooperating broker that register their client will be paid 2% of the 10% seller's commission stated above.

Our Responsibilities Include the Following:

- Bonded and insured auction company
- On-site Liability Insurance \$1,000,000.00
- Professional management of auction marketing of real estate
 - Design real estate advertisements
 - Photograph property for advertisements and websites
 - Promote in regional market through local print media
 - Research and promote through the internet
 - Offer online bidding platform
- Real estate preparation
 - Prepare real estate buyer's guide for potential buyers
 - Prepare auction catalog on real estate with photographs
- Qualification of all prospective bidders for online auctions
- Professional staffing of auction personnel
 - Benny Taylor, Lead Auctioneer, 30+ years' experience
 - Ruthie Taylor, Auctioneer/Manager, 30+ years' experience
 - Adequate personnel to expedite online auction, includes office staff and facilitators
 - Coordinate showings
- Professional Management of Transactions
 - Prepare a professional legal binding contract to execute real estate auction contract
 - Track and Coordinate all real estate closing priorities
 - Responsible for escrow funds received auction day until real estate closing
 - Full accountability reporting before and after auction

2. Sellers Responsibilities, Representations and Warranties:

- Complete and sign the required real estate disclosure statements, Working with a Real Estate Broker, Contracts, etc....
- Provide copies of any pertinent material – appraisal, tax statements, rent rolls, etc....
- Provide any other information that would be essential – property description, a database of potential clients to enhance the marketing effort
- Warrant that there are no other listings or auction agreements are presently in effect regarding the property
- Execute all deeds, sellers affidavits, and all other documents necessary to consummate the closing contemplated hereby
- Warrant that property is offered in compliance with federal, state and local anti-discrimination laws
- Certify that all information provided is complete, true and accurate to the best of his knowledge and belief

3. Advertisement Investment and Marketing Strategy

- A. Advertisement Investment** is the responsibility of the Seller. Seller and Auctioneer agree that the expenses incurred for advertisements and promotional expenses incurred for said auction/sale shall be paid from the proceeds of said auction. Advertisement expenses are available for approval by the Seller.

B. Marketing Strategy:

MS Press Services (Print Media)	\$ 300.00
Delta Farm Press	\$ 500.00
Satellite Prolink - (Social Media)	\$ 500.00
Digital Media (Website, Catalogs)	\$ 500.00
Full Color Signs	\$ 500.00
<u>Executive E-mail Blast</u>	<u>\$ 200.00</u>
Total Investment	\$ 2,500.00

- **Print Media:** Our approach to traditional print advertising includes advertisement in newspapers in Mississippi.
- **Social Media – Satellite Prolink:** Taylor Auction has been successfully creating and managing ads through their company Facebook page, Google AdWords and other pertinent websites by targeting custom audiences by location and interests.
- **Digital Media:** It is essential to have a strong web presence. Today's buyers expect full information available 24 hours a day, seven days a week. The website includes all information available, including photographs, maps, aerials, terms, etc.... Buyers can present this information to lenders for financing. The website is promoted in all print advertising and on all signage.
 - World Wide Web Coverage @ www.taylorauction.com, www.marknetalliance.com, www.auctionzip.com, www.nationalauctionlist.com, www.yellowpageauctions.com, www.globalauctionguide.com, www.propertyauction.com, www.auctionguy.com, mystatems.com and www.marketassetsforsale.com (a service of NABT)
- **Signage:** According to a recent study by the National Association of Realtors, signs are the second most popular way that buyers found property. In that study, 71% of buyers said they saw the sign on the property.
- **Bidder Information Packet:** A detailed packet of information will be distributed to prospective bidders and real estate brokers who call requesting further details about the auction property. This property information packet contains copies of documents and property details that are not included in the newspaper advertisements, such as title searches, purchase agreements, surveys, property reports, utility information, leases and all necessary disclosures.
- **Executive Email Blast:** An email is sent every week reminding our established auction customers and clients about the auction opportunities presented by our company. Presently, we email a 6000+ target audience.

4. Terms and Conditions: Seller to approve all Terms and Conditions of Auction.

Online Auction Date: Catalog will open for bidding Wednesday, January 31, 2018@ 8:00 AM

Auction will soft close on Thursday, February 8, 2018 @12:00 Noon

Standard terms are:

Real Estate

- 10% escrow deposit
- Sellers and buyers execute a binding real estate contract
- Real property selling AS-IS
- Close within 45 days
- Seller conveys marketable title and pays for deed preparation
- Past due real estate taxes paid current by the Seller
- Current taxes to be prorated at closing
- All other closing costs responsibility of purchaser unless a mutual agreement between buyer and Seller takes place in reference to other closing negotiations

5. General Terms of Auction Contract:

For and in consideration of this agreement to list for sale by auction, the real estate described above and of your efforts to find a buyer for the same, I, the Seller hereby grant to Taylor Auction & Realty, Inc. the exclusive right to sell said real estate at auction for the terms herein stated and the Seller will execute a deed in due form of law, conveying a marketable title.

For your services, I the Seller, hereby agrees to pay Taylor Auction & Realty, Inc. the rate of commission, upon the sale of said real estate while this agreement remains in force, whether such sale is made by the Seller or by Taylor Auction & Realty, Inc., or a representative of the company of Taylor Auction & Realty, Inc.

In the event, Taylor Auction receives an offer to purchase the real estate prior to the auction; Taylor Auction & Realty, Inc. will present any and all offers to Sellers for consideration. If the real estate sells prior to the auction to a buyer, the auction company is due the stated commission rate. This contract in regard to the real estate is valid from the date of signed contract to 90 days after the day of auction if a sale is not consummated by the auction. .

In regard to the real estate contract, the auction company is authorized to accept and hold on owner's/seller's behalf any deposit of earnest money set forth in the contract between parties. In the event, buyer's earnest money is forfeited; the escrow funds will be split between the auction company and the Seller.

The auctioneer has the fiduciary responsibilities to owner of loyalty, confidentiality, obedience, disclosure, and full accounting. The auctioneer agrees to use his professional skill, knowledge, and experience to the best advantage of parties in marketing the property, preparing for and conducting the auction. The auction company is willing to negotiate with the Seller, prospective buyers and himself in acquiring a buyer for the real estate. The auctioneer agrees that he will not purchase the property, cause or permit to be purchased directly or indirectly for his own account or benefit.

There are no other agreements or conditions except as set forth herein. No verbal statements, representations, promises or inducements shall have any validity or effect, nor shall be a part of this agreement. Any amendments, changes, additions or deletions must be in writing signed by the parties. The Seller/owner should seek professional, legal and/or tax advice. If any legal action, proceeding or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs from the non-prevailing party.

The Seller warrants that he/she has the right to sell the property, that until its sale, the property will be kept free of all liens, claims, and encumbrances; that good title and right to possession will pass to the purchaser free of all liens, claims, and encumbrances. The Seller warrants that his descriptions of the property and its origins are accurate. The Seller agrees that there is no restriction on auctioneer's right to reproduce photographs or graphic representations of the property. The Seller authorizes that the Auctioneer may place signs on the property for marketing purposes.

I, the undersigned agent and Seller release and covenant to hold harmless auctioneer and auction company from any and all actions, causes of actions, claims, demands, damages, expenses, on account of or any way growing out of the conduct of said auction herein mentioned relating to the breach of any buyer's or Seller's obligations, representations, or warranties herein.

I, as Seller acknowledge that I have read and understand this agreement, and have received a copy. I further acknowledge that I have good title to the property and full authority to execute this contract.

Submitted and Acknowledged:

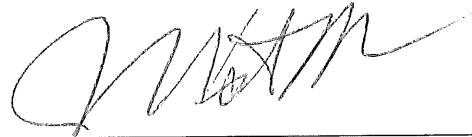
By: Benny Taylor, President
Taylor Auction & Realty, Inc.
15488 Hwy 51 North
P.O. Box 357
Grenada, MS 38901
PH: 662.226.2080

By: Mr. J. Walter Newman, IV
Newman & Newman
587 Highland Colony Parkway
Jackson, MS 39157
PH: 601.948.0586



Auctioneer's Signature Ms. Lic. 176

Date



Signature (Attorney for Debtor in Possession)

10/16/17

Date

By: Primus Wheeler, Jr. (Seller)



Signature

10/16/17

Date



**WORKING WITH A
REAL ESTATE BROKER**

Approved 01/2003 By
MS Real Estate Commission
P. O. Box 12685
Jackson, MS 39232

****THIS IS NOT A LEGALLY BINDING CONTRACT****

GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

To the Seller:

*The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Buyer and Seller:

*A duty of honesty and fair dealing.

*A duty to disclose all facts known to the Seller's agent materially affecting the value of the property, which are not known to, or readily observable by, the parties in a transaction.

BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

To the Buyer:

*The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

To the Seller and Buyer:

*A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A Disclosed Dual Agent may not disclose:

- (a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- (b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- (c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- (d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

IMPORTANT NOTICE!

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant.

A Buyer may decide to work with a firm that is acting as agent for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Licensee has informed me that brokerage services are being provided me as a:

- Client (Seller's or Landlords Agent)
- Client (Buyer's or Tenants Agent)
- Client (Disclosed Dual Agent)
- Customer (Not as my Agent)

By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

10/16/17
(Date)

Primo N. Pardo

(Client)

(Client)

Priscilla Taylor

(Licensee)
Taylor Auction & Realty, LLC

(Company)

(Customer)

(Customer)

LICENSEE -Provide a copy of disclosure acknowledgement to all parties and retain signed original for your files.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

IN RE:

PRIMUS WHEELER, JR.

CASE NO. 17-00354-EE

DEBTOR

CHAPTER 11

**ORDER APPROVING DEBTOR'S MOTION FOR APPROVAL OF ONLINE
AUCTION OF REAL PROPERTY, FREE AND CLEAR OF LIENS WITH
NET PROCEEDS BEING PAID TO REGIONS BANK**

THIS MATTER came on for the Court's consideration on the *Motion for Approval of Online Auction of Real Property, Free and Clear of Liens with Net Proceeds Being Paid to Regions Bank* (the "Motion") [Docket No. ____]. The Court, after notice and no objections having been filed, does hereby find as follows:

1. That the Court has jurisdiction over this proceeding and the parties herein.

2. That the Debtor filed its Application to Employ Auctioneer with the Auction Contract attached as Exhibit "A" on October 16, 2017 [Docket No. 91] and an Order Approving same was entered by this Court on November 14, 2017 [Docket No. 111].

IT IS HEREBY ORDERED that the Sale of Real Property, Free and Clear of Liens, being approximately 61.8 acres located in Tallahatchie County, MS is approved.

IT IS HEREBY FURTHER ORDERED that the lien of Regions Bank shall attach to the proceeds of said sale and that Regions Bank will cancel its Deed of Trust on said property.

IT IS HEREBY FURTHER ORDERED that terms and conditions of the Online Auction are approved.

IT IS HEREBY FURTHER ORDERED that the online bidding will open on Wednesday, January 31, 2018 at 8:00 a.m. central standard time with a soft close on Thursday, February 8, 2018 at 12:00 noon, central standard time.

##END OF ORDER##

Submitted by:
NEWMAN & NEWMAN
J. Walter Newman, IV, MSB No. 3832
587 Highland Colony Parkway
Ridgeland, MS 39157
Telephone: (601) 948-0586
Email: wnewman95@msn.com
Attorney for Debtor in Possession