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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

RALSTON-LIPPINCOTT-HASBROUCK-
INGRASSIA FUNERAL HOME, INC., et al.,¹

Debtor.

-----X

Chapter 11

Case No. 17-35114 (cgm)

(Jointly Administered)

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that reorganized debtor Lippincott Ingrassia Funeral Home, Inc. has moved for (i) the entry of an order approving the sale of its improved real property at 92 Main Street, Chester, New York; and (ii) shortening time for notice of the hearing on that proposed sale (collectively the "Motion"). A hearing on the Motion will be held before the Hon. Cecelia G. Morris at the United States Bankruptcy Court for the Southern District of New York, Poughkeepsie Division, 355 Main Street, Poughkeepsie, New York 12601 on August 28, 2018 at 9:30 a.m., or as soon thereafter as counsel can be heard.

Dated: Middletown, New York
August 13, 2018

Hayward Parker O'Leary & Pinsky

By: /s/ Michael D. Pinsky
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¹ The Debtors in these jointly administered cases include Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc., 17-35114; Lippincott-Ingrassia Funeral Home, Inc., 17-35115; Lippincott Funeral Chapel, Inc., 17-35116; and CKI, LLC, 17-35117.

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Chapter 11

Case No. 17-35114 (cgm)

(Jointly Administered)

MOTION FOR ORDER PURSUANT TO 11 U.S.C. §§ 363(B)(1) & 363(f)(2)
AUTHORIZING SALE BY LIPPINCOTT INGRASSIA FUNERAL HOME, INC. OF
REAL PROPERTY LOCATED AT 92 MAIN STREET, CHESTER, NEW YORK

TO: THE HONORABLE CECELIA G. MORRIS
CHIEF UNITED STATES BANKRUPTCY JUDGE

Reorganized debtor Lippincott-Ingrassia Funeral Home, Inc. (the "Debtor"), a/k/a Lippincott Funeral Home, Inc., moves for the entry of an order pursuant to Bankruptcy Code §§363(b)(1) and 363(f)(3) and Rules 2002(a)(2), 2002(c)(1) and 6004 of the Federal Rules of Bankruptcy Procedure, approving the proposed private sale of certain improved real property, and respectfully shows as follows:

1. The debtor filed its voluntary Chapter 11 petition on January 26, 2017 under case number 17-35115 (cgm), and is one of four (4) affiliated funeral home businesses in the above-captioned jointly administered chapter 11 case. A joint plan of reorganization was confirmed on

April 6, 2018 (Order Confirming Plan, Doc. 109). The Order Confirming Plan is attached as Exhibit "A".

2. The Debtor owns improved real property located at 92 Main Street, Village of Chester, Orange County, New York 10918, Section 111, Block 1, Lot 28.1 (the "Chester Property"). The Chester Property consists of what was originally a single family home. The use of the property was subsequently converted to its current use as a funeral home.

3. By this motion, the Debtor seeks authority to sell the Chester Property free and clear of liens, with liens to attach to proceeds and to be paid at closing. Although a plan has been confirmed, since the case has not been closed the Village of Chester has requested the entry of a comfort order approving the sale.

4. The Village of Chester has offered to purchase the Property for \$338,085.00, and the Debtor has accepted that offer, subject to the approvals of the Bankruptcy Court and mortgagee Orange Bank & Trust Company. Orange Bank & Trust Company is the sole secured creditor of the Debtor.

5. A copy of the contract of sale between the Debtor and the Village of Chester is annexed as Exhibit "A". The contract has been extended by agreement to allow for the resolution of title issues.

6. Orange Bank & Trust Company has agreed to release its liens and security interests in and to the Chester Property in consideration of receiving the net proceeds of sale at the gross sales price of \$338,085.00,¹ subject to reasonable and customary closing costs.

¹ Pursuant to an agreement reached with the bank and set forth in the Debtors' Joint Plan of Reorganization, the Debtor's property was to be released from the bank's liens and security interests in connection with a sale of the Chester Property for 75% of the stipulated allowed secured claim amount of \$454,710.00, or \$341,032.50. Orange Bank and Trust Company has consented to release its liens and security interests in connection with this proposed sale for the reduced price of \$338,085.00, notwithstanding the \$2,947.50 shortfall.

7. The proposed purchase is not subject to a financing contingency.
8. The Debtor believes that the Village of Chester's offer is fair and reasonable, and is in the best interest of the bankruptcy estate.
9. The Debtor seeks authority to satisfy existing liens and encumbrances on the Property, and all reasonable and customary costs associated with the sale at closing, provided, however, that Bankruptcy Court approval will be separately sought for the professional fees and expenses of the broker and Debtor's real estate attorney.
10. Bankruptcy Code § 363(f)(2) permits a sale of the Property free and clear of liens given that secured creditor Orange Bank & Trust Company has consented to the sale.
11. A sale by a chapter 11 debtor out of the ordinary course of business and outside of a plan may be approved in the exercise of a debtor in possession's sound business judgment, and for good business reason(s).

Section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate" 11 U.S.C. § 363(b)(1). In approving a transaction conducted pursuant to section 363(b)(1), courts consider whether the trustee exercised sound business judgment. *See In re Chateaugay Corp.*, 973 F.2d 141, 144-45 (2d Cir. 1992) (affirming bankruptcy court's approval of asset sale under section 363(b) because good business reason supported the sale); *see also Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1072 (2d Cir. 1983) ("The rule we adopt requires that a judge determining a § 363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application."); *In re Global Crossing Ltd.*, 295 B.R. 726, 743 (Bankr. S.D.N.Y. 2003) (holding that the standard for approval of a motion under section 363 is whether there is a "good business reason" to support the motion).

The business judgment of a trustee is entitled to great deference. *See In re Borders Grp., Inc.*, 453 B.R. 477, 483 (Bankr. S.D.N.Y. 2011). A trustee generally satisfies the business judgment standard if he "acted on an informed basis, in good faith and in the honest belief

that the action taken was in the best interests of the company." *In re Integrated Res., Inc.*, 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)). "Courts should not generally interfere with business decisions absent a showing of 'bad faith, self-interest, or gross negligence.'" *Borders*, 453 B.R. at 482 (quoting *Integrated Res.*, 147 B.R. at 656).

In re MF Glob. Ltd., 535 B.R. 596, 605 (Bankr. S.D.N.Y. 2015).

12. The proposed sale of the Property under Bankruptcy Code §§363(b) and (f), here as anticipated by a chapter 11 plan of reorganization, represents the exercise of sound business judgment by the Debtor.

13. The Debtor submits that these factors establish a reasonable business justification for authorizing the sale pursuant to Bankruptcy Code §363.

14. No prior request has been made for the relief sought by this motion in this Court or before any other court.

15. This motion does not raise complex issues of law or fact, and the authority for the relief requested is adequately presented above. The Debtor therefore requests that a separate memorandum of law pursuant to LBR 9013-1 not be required.

WHEREFORE, Debtor Lippincott Ingrassia Funeral Home, Inc. seeks the entry of an order approving the proposed sale of 92 Main Street, Chester, NY to the Village of Chester, free and clear of liens, liens to attach to proceeds and to be paid therefrom at closing, and for such other and further relief to which the Debtor is justly entitled.

Dated: Middletown, New York
August 13, 2018

Hayward Parker O'Leary & Pinsky

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

RALSTON-LIPPINCOTT-HASBROUCK-
INGRASSIA FUNERAL HOME, INC., et al.,

Debtor.

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Chapter 11

Case No. 17-35114 (cgm)

(Jointly Administered)

ORDER CONFIRMING PLAN

The joint plan under chapter 11 of the Bankruptcy Code filed by Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc., Lippincott-Ingrassia Funeral Home, Inc. Lippincott Funeral Chapel, Inc. and CKI, LLC on November 16, 2017 having been transmitted to creditors and equity security holders; and

It having been determined after hearing on notice that the requirements for confirmation set forth in 11 U.S.C. §1129(a) have been satisfied;

IT IS ORDERED that:

The plan filed by Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc., Lippincott-Ingrassia Funeral Home, Inc. Lippincott Funeral Chapel, Inc. and CKI, LLC on November 16, 2017 is confirmed.

A copy of the confirmed plan is attached.

Dated: April 6, 2018
Poughkeepsie, New York



/s/ Cecelia G. Morris

Hon. Cecelia G. Morris
Chief U.S. Bankruptcy Judge

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Debtor.

Chapter 11

Case No. 17-35114 (cgm)

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DEBTORS' JOINT PLAN OF REORGANIZATION

The above-captioned lead debtor and debtor in possession in these jointly administered cases, Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc., and its three (3) affiliated debtors Lippincott-Ingrassia Funeral Home, Inc., Case No. 17-35115; Lippincott Funeral Chapel, Inc., Case No. 17-35116; and CKI, LLC, Case No. 17-35117 (collectively with the lead debtor, the "Debtors"), now propose the following Joint Plan of Reorganization pursuant to the provisions of Chapter 11 of the Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code").

ARTICLE I

Definitions

1. "Allowed Claim" (and any variation thereof including "Allowed Secured Claim" or "Allowed Unsecured Claim") shall mean a claim (i) for which a proof of claim has been filed before the Confirmation Date; or (ii) a claim scheduled by Debtors and not listed as disputed, unliquidated or contingent; or (iii) a claim as to which no objection has been filed on or before seven (7) days prior to the Effective Date and which has been finally allowed pursuant to §§ 502, 503, 505 and/or 506 of the Code; or (iv) a claim agreed upon by a claimant and the Debtors, and which is set out in this plan of reorganization or the accompanying disclosure statement.

2. The "Chapter 11 Cases" shall mean Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc., 17-35114 (cgm); Lippincott-Ingrassia Funeral Home, Inc., Case No. 17-35115 (cgm); Lippincott Funeral Chapel, Inc., Case No. 17-35116 (cgm); and CKI, LLC, Case No. 17-35117 (cgm), in the United States Bankruptcy Court for the Southern District of New York.

3. "Claim" means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, as defined in section 101(5) of the Code.
4. "Claimant" shall mean the holder of an Allowed Claim against one or more of the Debtors.
5. "Class" shall mean a class of Claimants described in Article II.
6. "Code" shall mean title 11 of the United States Code, the Bankruptcy Code, as made applicable to this case.
7. "Confirmation Date" shall mean the date of entry of an Order by the Court confirming this Plan.
8. "Confirmation Order" shall mean an Order of the Court confirming the Plan.
9. "Court" shall mean the United States Bankruptcy Court for the Southern District of New York wherein the Chapter 11 Case is pending.
10. "[D]ebtor(s)" shall mean one or more of the debtors in the Chapter 11 Cases, as the context may require.
11. "Disputed Claims" means Claims against one or more of the Debtor(s) as to which an objection has been filed no later than 60 days after the Effective Date (or such later date as may be fixed by the Court) by the Debtors or the Reorganized Debtors and which objection has not been withdrawn or resolved by the entry of a Final Order.
12. "Disputed Claim Reserve" means a segregated depository account into which the Reorganized Debtors shall set aside funds payable as Distribution(s) on Disputed Claims, but for a timely pending objection to the allowance of such Claim(s).
13. "Distribution" shall mean the property (including payments) required by the Plan to be provided to the holders of Allowed Claims.
14. "Effective Date" shall mean the fifteenth (15th) day following the Confirmation Date.
15. "Petition Date" shall mean the date of commencement of this Chapter 11 Cases, January 26, 2017.
16. "Plan" shall mean this Joint Plan of Reorganization, now and as it may later be further restated, amended, supplemented or modified. The Plan shall be interpreted in accordance with the Code. The terms used herein, including, but not limited to, such terms as "claim," "interest," "allowed," "secured," "unsecured," "affiliate," "insider," and "impaired" shall have the same meaning as under the Code.

17. “Unclaimed Property” shall mean any Distributions which are unclaimed following the date of distribution. Unclaimed Property shall include (a) checks (and the funds represented thereby) which have been returned as undeliverable without a proper forwarding address, (b) funds for checks which have not been paid, (c) checks (and the funds represented thereby) which were not mailed or delivered because of the absence of a proper address with which to mail or deliver such property, and (d) interest on cash constituting Unclaimed Property.

18. “Unclaimed Property Reserve” shall mean a segregated account into which the Reorganized Debtors shall deposit Unclaimed Property.

ARTICLE II

Classification of Claims and Interests

All claims and interests against the Debtors shall be divided into the following classes:

CLASS 1. All Allowed Claims consisting of the actual and necessary costs and expenses of administration entitled to priority in accordance with § 507(a)(2) of the Code and, if applicable, approved by order of the Court pursuant to 11 U.S.C. §§ 330-331.

CLASS 2. Class 2 consists of the holders of claims who are entitled to a priority in payment pursuant to Bankruptcy Code §507(a)(1) and/or §507(a)(3) through (a)(10). The Class 2 Claims are divided into two (2) subclasses:

Class 2(A) consists of the holders of Allowed Claims who are entitled to a priority in payment under the provisions of the Bankruptcy Code other than priority tax claims.

Class 2(B) consists of the holders of priority tax claims, including without limitation the claims of the United States and the State of New York.

CLASS 3. Allowed Secured Claim(s) for unpaid prepetition county, city, village, town and school taxes.

CLASS 4. The Allowed Secured Claims of judgment lien creditors of Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc.

CLASS 5. The Allowed Secured Claim of Orange Bank & Trust Company, with respect to consolidated cross-collateralized notes and mortgages, along with security interests in related personal property, on each of the Debtors’ parcels of real property.

CLASS 6. The non-insider Allowed Unsecured Claims of non-insider unsecured claimants of the Debtors not entitled to priority pursuant to Code section 507, to the extent not included in another class of claims, including without limitation any claims arising as a result of the operation of Code section 506, or as a result of the rejection of executory contracts and unexpired leases.

CLASS 7. The Allowed Unsecured Claim of insider Anthony Ingrassia.

CLASS 8. The Equity Security Interests in the Debtors held by Anthony Ingrassia.

ARTICLE III

A. Treatment of Classes of Claims and Interests Not Impaired Under the Plan (Non-Voting Classes)

CLASS 1. All Class 1 Allowed Claims shall be paid by Debtors in full on the later of the Effective Date, or the entry of an order approving and fixing such claims, or upon such other terms as may be agreed upon by the holder of any such claim and Debtors.

CLASS 2.

All Class 2(A) Allowed Claims will be paid in full from cash on hand at the time of the Court's confirmation of the Plan, except to the extent that payment on these postpetition liabilities may be deferred voluntarily.

All Class 2(B) Allowed Claims shall be paid by Debtors in full, in deferred cash installments over a five (5) year period from the Petition Date, pursuant to Section 1129(a)(9)(C) of the Bankruptcy Code. Such payments will be made in quarterly self-amortizing installments of principal and interest. These payments shall be due commencing on fifteenth day of the month following the first full calendar month after the Effective Date, and quarterly thereafter so as to be paid in full by the fifth anniversary of the Petition Date. Such claims shall accrue and be paid interest at the applicable non-bankruptcy statutory rate. Debtors shall have the right, but not the obligation, to prepay all or any part of the Class 2(B) claims, without penalty.

CLASS 3. All Class 3 Allowed Secured Claims shall be paid by Debtors in full, in deferred cash installments over a five (5) year period from the Petition Date, pursuant to Section 1129(a)(9)(D) of the Bankruptcy Code. Such payments will be made in quarterly self-amortizing installments of principal and interest. These payments shall be due commencing on fifteenth day of the month of the first full calendar quarter after the Effective Date. Such claims shall accrue and be paid interest at the applicable non-bankruptcy statutory rate. Debtors shall have the right, but not the obligation, to prepay all or any part of the Class 3 claims, without penalty. The holders of the Allowed Class 3 Claims shall retain their lien(s).

CLASS 8. Class 8 consists of the Equity Security Interests of Anthony Ingrassia in the Debtors. In consideration of the revenue being provided to fund the Plan from non-debtor Strong-Basile Funeral Home, a company solely owned by Anthony Ingrassia, the holder of the Class 10 interests shall retain his interests.

B. Treatment of Classes of Claims and Interests Impaired Under the Plan (Classes Entitled to Vote)

CLASS 4. The Allowed Class 4 Secured Claims shall be paid in full, without additional interest from and after the Petition Date, in consecutive, equal monthly payments over ten years.

The first payment on the restructured Allowed Class 4 Secured Claims shall be made on the Effective Date. Debtor Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc. shall have the right but not the obligation to prepay the Class 4 Allowed Secured Claims, in whole or in part, at any time and from time-to-time, without penalty. The holders of the Allowed Class 4 Secured Claims shall retain their liens.

CLASS 5. Class 5 consists of the Allowed Secured Claims of Orange Bank & Trust Company (“OBT”) evidenced by consolidated notes and mortgages against each debtor’s real property, as well as duly perfected UCC security interests in the fixtures and equipment of each debtor (the “Personal Property Collateral”) with respect to personalty that is ancillary to the ownership and use of each debtor’s real property. The obligation(s) of each debtor to OBT is further secured by the real property and Personal Property Collateral of each of the other debtors.

The Class 5 Allowed Secured Claims shall be allowed as follows:

17-35114 (cgm) Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc. - \$1,054,665.00
(Secured by real property located at 72 W. Main Street, Middletown, New York)

17-35115 (cgm) Lippincott-Ingrassia Funeral Home, Inc. - \$454,710.00
(Secured by real property located at 92 Main Street, Chester, New York)

17-35116 (cgm) Lippincott Funeral Chapel, Inc. - \$523,221.00
(Secured by real property located at 107 Murray Street, Goshen, New York)

17-35117 (cgm) CKI, LLC - \$238,684.00
(Secured by real property located at 4 Oak Street, Greenwood Lake, New York)

1. The Class 5 Allowed Secured Claims shall be paid with interest at six percent (6%) per annum in consecutive and equal monthly payments over 10 years from the Effective Date, amortized based on a 23-year amortization schedule. All remaining unpaid principal, interest, and other charges shall be payable at maturity.

2. The first payment on the restructured Allowed Class 5 Secured Claims shall be made on the first day of the month following the first full calendar month after the Effective Date. Each payment shall be in the amount of FIFTEEN THOUSAND ONE HUNDRED NINETY-ONE DOLLARS (\$15,191.00). In addition, the Debtors shall pay one-twelfth (1/12) of the annual real property, village, and school taxes as an additional monthly payment and added amount to the referenced principal and interest payment.

3. The Debtors, and each of them, shall have the right but not the obligation to prepay one or more of the Class 5 Allowed Secured Claims, in whole or in part, at any time and from time-to-time, without penalty. The holder of the Allowed Class 5 Secured Claims shall retain its liens. OBT shall maintain mortgage liens on each of the referenced properties in the same form and manner as prior to the filing of the Debtors’ Chapter 11 petition.

4. In the event that any of the Debtor’s real property is sold, all net proceeds of sale save and except a reasonable attorney’s fee, sales commission(s), and other reasonable and customary seller’s

closing costs shall be paid at closing to OBT, and OBT shall promptly recast any remaining balance on the loan over the remaining term (as such term is restructured by this Plan) pursuant to the terms set forth hereinabove for Class 5. OBT shall provide to the Debtors a release of its mortgage lien on any respective property to be sold in consideration of receipt by OBT of funds representing not less than SEVENTY-FIVE PERCENT (75%) of the allowed secured amount as set forth above. The recast balance shall remain subject to the liens of the other remaining mortgages as set forth in the loan documents (cross-collateralization shall continue in full force and effect).

5. Upon any default by the Debtors of any terms hereof, and the continuation of said default subsequent to FIFTEEN (15) days written notice of default by regular mail to the Debtors and by electronic mail to counsel for the Debtors, any stay imposed by 11 U.S.C. §362 or 11 U.S.C. §1141 shall be waived by the Debtors and OBT shall have the right to pursue the outstanding balance on its Secured Claims in its sole discretion, without waiver, by any action permissible under state or federal law, including (without limitation) (a) attachment, (b) bank levy, and (c) foreclosure. However, if two (2) payment defaults occur by the Debtors over a period of twelve (12) consecutive months, then as to any third payment default, OBT shall not be required to provide notice of such default, and if the Debtors fail to cure such third payment default by the FIFTEENTH (15th) day after it is due, then OBT shall have the right to pursue its remedies as provided for herein and in the original loan documents executed by the debtor, on the sixteenth day after said payment becomes due.

6. No later than FIFTEEN (15) days after the filing by the Debtors' and any guarantors, same shall provide to OBT copies of federal tax returns due pursuant to Sections 1040 and 1120 of the Internal Revenue Code.

7. Except as specifically modified herein, the terms and conditions of the loan documents evidencing the Allowed Class 5 Secured Claims shall remain in full force and effect. In the event of a conflict between the terms and conditions of those loan documents and the terms and conditions of this Plan, the Plan shall control.

CLASS 6. Class 6 consists of all non-insider Allowed Unsecured Claims against the Debtors not entitled to priority. The Class 6 Claims shall be paid one hundred percent (100%) of their allowed amount in cash over a period of 36 months, without interest. Twelve (12) consecutive, equal quarterly payments shall be made to the holders of each such claim, commencing on the Effective Date of the Plan, followed by payments thereafter on the first day of each successive calendar quarter, until the holder of each Class 6 Allowed Unsecured Claim shall have received its full distribution; provided that, if there are less than two (2) months between the Effective Date and the first day of the next calendar quarter, the debtors shall commence post-Effective Date quarterly payments to the holders of the Class 6 Allowed Unsecured Claims on the first day of the following calendar quarter.

CLASS 7. Class 7 consists of all insider Allowed Unsecured Claims against the Debtors not entitled to priority. The Class 7 Claims shall receive no distribution under the Plan.

ARTICLE IV

Means for Execution of the Plan

The Plan is to be implemented consistent with § 1123 of the Code. The Plan will be funded by (a) the post-confirmation revenues and assets of the reorganized Debtors and (b) funding provided by non-debtor Strong-Basile Funeral Home, being all of its net operating income for the ten year period commencing on the Effective Date.

ARTICLE V

Provision for the Assumption and Rejection Of Executory Contracts and Unexpired Leases

As of the confirmation date, the reorganized Debtors shall be deemed to have assumed each executory contract and unexpired lease not previously rejected.

ARTICLE VI

Post-Petition Management

Anthony Ingrassia, the sole equity security holder in the Debtors, will continue to manage the Debtors' business and financial affairs post-confirmation.

ARTICLE VII

Retention of Jurisdiction

The Court shall retain jurisdiction of this case under the provisions of the Bankruptcy Code including, without limitation, § 1142(b) thereof and the Federal Rules of Bankruptcy Procedure, through substantial consummation of the Plan, to ensure that the intent and purpose of the Plan is carried out and given effect.

The Court shall retain jurisdiction for the following purposes:

- (a) To consider amendments and modifications of this Plan pursuant to § 1127 of the Code;
- (b) To hear and determine:
 - (i) All controversies, suits and disputes, if any, as may arise with the interpretation or enforcement of the Plan post-confirmation;
 - (ii) All controversies, suits and disputes, if any, as may arise between the holders of any class of claims and the Debtors;
 - (iii) Applications for allowance of compensation and objections to claims;

- (iv) All controversies as provided by the Confirmation Order;
- (v) Any and all pending applications, adversary proceedings and litigation matters; and,
- (c) To make such orders as may be necessary or appropriate to carry out the provisions of the Plan.

ARTICLE VIII

Discharge of Claims and Indebtedness

Except as provided for herein, in accordance with §§ 524 and 1141 of the Bankruptcy Code, all indebtedness of and claims against the Debtors shall be discharged in exchange for the rights acquired under this Plan.

ARTICLE IX

Revesting of Assets of the Debtors

The entry of the Confirmation Order shall vest the assets of the Debtors' estates and the Debtors in the reorganized Debtors, free and clear of all claims of creditors, except as set out in the Plan.

ARTICLE X

Modification of the Plan of Reorganization

Modification of the Plan may be proposed in writing by the Debtors at any time before entry of the Confirmation Order, provided the Plan, as modified, meets the requirements of §§ 1122 and 1123 of the Bankruptcy Code, and Debtor shall have complied with § 1125 thereof.

The Plan may be modified at any time after entry of a confirmation order and before its substantial consummation, provided that such Plan, as modified, meets the requirements of §§ 1122 and 1123 of the Bankruptcy Code and the Court, after notice and a hearing, confirms such Plan, as modified, under § 1125 of the Code and the circumstances warrant such modification.

Effect of Modification on Balloting. A holder of a claim or interest that has accepted or rejected the Plan and whose interests are not materially and adversely affected by the proposed modifications shall be deemed to have accepted or rejected, as the case may be, such Plan as modified, unless, within the time fixed by the Court, the holder changes its previous acceptance or rejection.

ARTICLE XI

General Provisions

Reserve for Disputed Claims. On and after the Effective Date, the Distributions reserved for the holders of Disputed Claims shall not be distributed but shall be held by the Reorganized Debtors in a Disputed Claims Reserve. Except to the extent that the Court shall have estimated under section 502(c) of the Code or otherwise determined that a good and sufficient reserve for Disputed Claims is less than the full amount thereof, there will be deposited into the Disputed Claims Reserve an amount of cash which would have been distributed on account of all Disputed Claims if all Disputed Claims were allowed in the full amount claimed by the holders thereof.

At such time as a Disputed Claim becomes an Allowed Claim, the Distribution which would have been disbursed had the Disputed Claim been an Allowed Claim on the Effective Date shall be released from the Disputed Claims Reserve and delivered to the holder of such Allowed Claim within thirty (30) days. At such time as all Disputed Claims have been finally determined, the balance of the cash not theretofore distributed shall be returned to the Reorganized Debtor.

Unclaimed Distributions. The Reorganized Debtors shall deposit any Unclaimed Property in an Unclaimed Property Reserve to be held in trust for the benefit of the holders of Allowed Claims entitled thereto under the terms of the Plan. For a period of 120 days following the date of distribution, Unclaimed Property, including any principal, interest and dividends, in cash or in kind, as may have been paid on account of any such Unclaimed Property shall be held in the Unclaimed Property Reserve solely for the benefit of the holders of Allowed Claims which have failed to claim such property.

Until the expiration of 120 days following the distribution date, Unclaimed Property due to the holder of an Allowed Claim shall be released from the Unclaimed Property Reserve and delivered to such holder upon presentation of proper proof by such holder of its entitlement thereto.

At the end of 120 days following the distribution date, the holders of Allowed Claims theretofore entitled to Unclaimed Property shall cease to be entitled thereto, and the Unclaimed Property shall then become property of the Reorganized Debtor.

Court and United States Trustee Fees; Monthly Reports. Prior to the Effective Date, all fees due from the Debtor to the Clerk of the Court and all fees due from the Debtor to the United States Trustee shall be paid in full and shall continue to be paid postconfirmation, and the Debtor will file postconfirmation operating reports pursuant to the United States Trustee Operating Guidelines, with such fees to be paid and reports to be filed until such time as the case is converted, dismissed or closed by court order.

No Transfer Tax. The transfer(s) effected by the restructuring of the Note(s) and Mortgage(s) under this Plan and any sales of the Debtors' real properties pursuant to the Plan, shall be exempt from taxation pursuant to Bankruptcy Code § 1146(c), and no mortgage tax or other tax shall be required upon the filing and recordation of any loan documents that secured creditors may elect to file to further evidence the restructured loan(s).

Binding Effect. Confirmation of the Plan shall bind the reorganized Debtors and every creditor of the Debtors whether or not the claim of such creditor is impaired under the Plan and whether or not such creditor has accepted the Plan.

Cram Down. In the event that all classes of claims and interests impaired under the Plan do not vote in favor of the Plan, Debtors requests that the Court nevertheless confirm the Plan under the provisions of 11 U.S.C. § 1129(b).

Dated: Middletown, New York
November 5, 2017

Ralston-Lippincott-Hasbrouck-Ingrassia
Funeral Home, Inc.

By:


Anthony Ingrassia, President

Lippincott-Ingrassia Funeral Home, Inc.

By:


Anthony Ingrassia, President

Lippincott Funeral Chapel, Inc.

By:


Anthony Ingrassia, President

By:


Anthony Ingrassia, Managing Member

Ralston-Lippincott-Hasbrouck-Ingrassia Funeral Home, Inc.
Jointly Administered Chapter 11 Case No. 17-35114 (cgm)
Debtors' Joint Plan of Reorganization

Prepared by:

Hayward, Parker, O'Leary & Pinsky
Attorneys for Debtor
225 Dolson Ave., Box 929
Middletown, New York 10940
Tel. 845 343-6227
Mike Pinsky, Esq.

CONTRACT OF SALE

Date: *Jan 24*, 2018

Seller and Purchasers agree as follows:

Seller: LIPPINCOTT FUNERAL HOME, INC.
Address: 92 Main Street, Chester, New York 10918

Purchasers: VILLAGE OF CHESTER
Address: 47 Main Street, Chester, New York 10918

1. PURCHASE AGREEMENT:

Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.

2. PROPERTY:

The Property is described as follows:

A. ALL THAT TRACT, PIECE OR PARCEL OF LAND, together with the improvements located thereon, situate, lying and being located at 92 Main Street, in the Village of Chester, Orange County, State of New York, and designated on the assessment rolls of said municipality as Section 111, Block 1, Lot 28.1. A description of said premises is contained in Exhibit "A" attached hereto.

3. PRICE:

A. The purchase price is \$338,085.00
payable as follows:

On the signing of this Contract, by check subject to collection..... \$ 33,808.00

Balance at Closing..... \$304,277.00

The BALANCE AT CLOSING shall be paid by wire transfer or by certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. All checks must be made payable to the Seller or to the order of any third party designated and approved by the Seller.

4. Included in Sale:

A. BUILDINGS AND IMPROVEMENTS: All buildings and improvements on the Property.

B. STREETS, ASSIGNMENT OF UNPAID AWARDS: All right, title and interest, if any, of Sellers in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the property to the center line thereof. It also includes any right of Sellers to any unpaid award to which Sellers may be entitled: (1) due to taking by condemnation of any right, title or interest of Sellers and (2) for any damage to the Property due to change of grade of any street or highway. Sellers will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

C. FIXTURES, PERSONAL PROPERTY: All fixtures used in connection with the property and owned by the Seller, unless specifically excluded. Includes existing light and plumbing fixtures, central air compressor, oven/range and refrigerator.

D. All items included in sale are being conveyed in "AS IS" condition unless otherwise provided elsewhere herein.

5. APPROVALS:

(A) Seller filed for protection under Chapter 11 of the United States Bankruptcy Code in a proceeding pending in the United States Bankruptcy Court for the Southern District of New York (the "Court") bearing Case No. 17-35116(CGM). This agreement is subject to approval by the Court and, as soon as practicable after execution of this Agreement, Seller shall take such actions as are necessary to obtain Court approval for the sale of the Premises on the terms and conditions as set forth in this Agreement. The sale of the Premises to PURCHASER is subject to compliance with the provisions of FRBP Rule 6004-c-d 11 USC §363(b). The private sale conducted pursuant to FRBP Rule 6004 will be noticed to all creditors and parties in interest and will be advertised in the local newspaper. It will be held in the lobby of the Bankruptcy Court one-half hour prior to the return date of a motion seeking a Court Order approving the sale, pursuant to 11 USC §363(b). If any legal objections to the sale are made in a timely fashion, the Court will rule on said objections. The term "higher and better offer" shall mean an offer where the purchase price is at least One Thousand (\$1,000.00) Dollars higher than the purchase price set forth in this Agreement, and where the prospective purchaser agrees to be bound substantially by the terms of this Agreement, including specially and without limitation the financial representations and warranties set forth in this Agreement, and the date of closing. In the event a higher or better offer is received, and if the purchaser herein wishes to make a higher counter offer, then the Seller shall accept bids from each party, at One Thousand Dollar intervals until the highest and best offer is obtained, subject to the Seller's right to reject any and all bids in the event Seller determines, in his business judgment, that the acceptance of such bids would not serve the best interests of the estate. In the event that the purchaser herein is outbid, the seller's

sole obligation shall be to refund any downpayment previously received. Any downpayment or earnest monies paid by Purchasers must be held in escrow by the Seller's attorney, as otherwise provided for herein, pending closing. Any downpayment previously delivered to a real estate broker must be turned over to Seller's attorney upon full execution of this Agreement.

(B) This sale is subject to the approval of the Orange Bank & Trust Company with regard to the partial satisfaction of its mortgage.

6. **MORTGAGE FINANCING:** None.

7. **DELIVERY OF POSSESSION:**

Possession of the above premises shall be delivered by the Seller to the Purchaser at the time of the delivery of the deed.

8. **NATURE OF TITLE TO THE PROPERTY TO BE DELIVERED BY SELLERS TO PURCHASER SUBJECT TO THE CONDITIONS SET FORTH IN THIS CONTRACT:**

The Seller shall deliver and the Purchaser shall accept such title as a licensed title company in the State of New York will approve and insure subject to the items set forth herein.

9. **CONDITION OF PROPERTY:**

Seller makes no representation concerning the environmental status or condition of the property, the possible "uses" which the property may have or its suitability for further subdivision, except as otherwise expressly set forth herein. Purchaser acknowledges and represents that Purchaser is fully aware of the physical condition based on Purchaser's own inspection and investigation thereof, and that Purchaser is entering into this contract based solely upon such inspection and investigation and not upon any information, data, statements or representations, written or oral, as to the physical condition, use, or any other matter related to the Premises given or made by Seller or its representatives, and shall accept the same "AS IS" in its present condition.

10. **INABILITY OF THE SELLER TO DELIVER TITLE TO THE PROPERTY AS PROVIDED ABOVE:**

Purchaser shall promptly procure a reputable title insurance company, licensed to do business in the State of New York (the "Title Company") to perform a search of the title to the Property (the "Title Search"). Purchaser shall promptly deliver to Seller a copy of such Title Search. If such Title Search shall reveal defects to title other than those provided for herein, Purchaser shall have the right to raise such objections by written notice to Seller ("Notice"). Seller may, but shall not be obligated to, cure such defects and shall advise Purchaser of its election within twenty (20) days after receipt of the Notice. If Seller elects to cure the defects, then Seller shall cure such defects at or prior to Closing and shall be entitled to a reasonable adjournment thereof for such purpose. If Seller does not elect to cure such defects, Purchaser shall have the right to either (i) terminate this Agreement, whereupon the Escrow Agent shall immediately return the Deposit to Purchaser, without interest, in which event this Agreement shall terminate and be of no further force or effect and neither party hereto shall have any further liability in connection herewith, or (ii) agree to accept such defects.

11. ASSIGNMENT OF CONTRACT:

This contract may not be assigned by the Purchaser without the written consent of the Seller.

12. TITLE TRANSFER SUBJECT TO:

The Property is to be conveyed subject to:

A. Applicable zoning and governmental regulations that affect the use and maintenance of the Property.

B. Conditions, agreements, restrictions and easements of record.

C. Any state of facts which might be shown shown on a survey, or which may otherwise be determined by a personal inspection of the premises.

D. Unpaid assessments, if any, payable after the date of the transfer of title.

E. Rights, if any, acquired by utility companies to maintain and operate lines, wires, cables, poles and distribution boxes in, over and upon said premises.

13. USE OF PURCHASE PRICE TO PAY ENCUMBRANCES:

Seller must pay and discharge any monetary liens affecting the premises. Seller may make payment out of the balance of the Purchase Price paid by Purchasers on the transfer of title.

14. DEED AND TRANSFER TAXES:

At the Closing Seller shall deliver to Purchaser a Bargain & Sale Deed with Covenant Against Grantor's Acts. The Deed shall be prepared, signed and acknowledged by Seller. The transfer tax due at the time of the recording of the Deed will not be paid by the seller as bankruptcy estates are exempt from said charges. Any transfer tax that is due will be paid by the purchaser.

15. ADJUSTMENTS AT CLOSING:

The following are to be apportioned pro-rata to the date of delivery of deed:

A. Taxes, water rates, sewer rents and unpaid assessments due prior to Closing, based on the fiscal period for which assessed.

B. Fuel, Water, Sewer and Utilities.

16. FIRE AND OTHER CASUALTY:

This contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provisions are made in this contract, Section 5-1311 of the General Obligations Law will apply.

17. CLOSING DATE AND PLACE:

The Closing will take place at the office of Eugene J. Grillo, Esq., 225 Dolson Avenue, Suite 303, Middletown, New York within 30 days after receipt of Court Order approving sale.

18. DELIVERY AND ACCEPTANCE OF DEED SATISFIES ALL CONDITIONS OF CONTRACT:

Delivery and acceptance of the deed by the Seller to the Purchasers shall constitute full compliance by the Seller of all of the terms, covenants and conditions of this contract.

19. BROKER:

Both parties represent that they have not dealt with any licensed real estate broker or licensed real estate salesperson in connection with this sale other than Better Homes and Gardens Rand Realty and Keller Williams Realty.

20. NOTICE:

Any notice required or which may be given hereunder shall be deemed given if mailed by certified mail, return receipt requested, addressed to the parties as hereinafter set forth, postage prepaid, and shall be deemed given on the date of mailing:

If to Seller: LIPPINCOTT FUNERAL HOME, INC.
92 Main Street
Chester, New York 10918

and to: EUGENE J. GRILLO, ESQ.
225 Dolson Avenue, Suite 303
P.O. Box 3046
Middletown, New York 10940
Telephone: (845) 343-2218

If to Purchaser: VILLAGE OF CHESTER
47 Main Street
Chester, New York 10918

and to: HENRY N. CHRISTENSEN, JR., ESQ.
Attorney for Purchaser
NORTON & CHRISTENSEN
60 Erie Street
Goshen, New York 10924
Telephone: (845) 294-7949

21. ENTIRE AGREEMENT:

All prior understandings and agreements between Seller and Purchasers are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract. This Contract shall not be binding on any of the parties until fully executed.

22. NO ORAL CHANGE:

This Contract may not be changed or ended orally.

23. CONTRACT SHALL NOT BE RECORDED:

It is agreed that this contract shall not be recorded.

24. SUCCESSORS:

This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchasers.

25. MULTIPLE PARTIES:

If there is more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract, shall be deemed plural and include all such parties.

26. PURCHASER UNDERSTANDS TERMS OF CONTRACT:

The Purchaser acknowledges that he has read and understands all the language used in this contract and signed this contract after reading it and reviewing it with his attorney.

27. SIGNATURES:

Seller and Purchaser have signed this Contract as of the date at the top of the first page.

LIPPINCOTT FUNERAL HOME, INC.

BY: 

VILLAGE OF CHESTER

BY: 

(B) Seller is a Debtor-in-Possession under Chapter 11 of the United States Bankruptcy Code in a proceeding pending in the United States Bankruptcy Court for the Southern District of New York (the "Court") bearing Case No. 17-35116 (CGM). This Agreement is subject to approval by the Court, and, as soon as practicable after the resolution described in subsection (A) above, Seller shall move for such approval and take such actions as may be necessary to obtain Court approval for the sale of the Premises free and clear of all liens on the terms and conditions set forth in this Agreement. The parties acknowledge that the request for such approval will require compliance with applicable provisions of FRBP Rule 6004, including notice to creditors and parties in interest. If timely objection to such motion shall be filed,

(A) This Contract is subject to, and shall be not binding upon the Purchaser until, the adoption of a resolution by the Mayor and Trustees of the Purchaser approving the same, a motion to adopt such resolution to be presented at the next meeting of the Mayor and Trustees after the effective date of the Agreement. If no such resolution shall have adopted by the Mayor and Trustees 45 days after the date of the Agreement, then this Agreement shall be void and of no effect, and the escrowee shall promptly return to Purchaser in full the downpayment deposit.

APPROVALS:

5. Section 5 of the Contract is amended to read as follows:

4. All time limitations for any contingencies set forth in the Agreement shall run from the date on which the Purchaser's attorney receives a copy of this Rider which has been signed by all parties, which date shall be the date of the Agreement.

3. Seller shall provide Purchaser with a copy of Seller's title insurance policy, deed and survey.

2. It is agreed that the downpayment shall be held in escrow by Seller's attorney as agent for the Seller until closing of title.

1. **PROVISIONS OF THIS RIDER CONTROL AND ARE ACCEPTED BY ALL PARTIES:** The provisions of this Rider are in addition to the six (6) page contract (the "Contract") to which it is attached. Wherever any provision of this Rider contradicts or is inconsistent with and/or modifies the said Contract or any other Rider to the Contract, the provisions contained in this Rider shall control. The Contract, together with this Rider, shall be sometimes hereinafter referred to as the "Agreement."

**LIPPINCOTT FUNERAL HOME, INC., Debtor-in-Possession, Seller
AND
VILLAGE OF CHESTER, Purchaser
BETWEEN
RIDER TO CONTRACT OF SALE**

-2-

PURCHASER, VILLAGE OF CHESTER
By John Thomas Bell
John Thomas Bell, Mayor
Tax ID #: 14-6002123

SELLER:
LIPPINCOTT FUNERAL HOMES, INC., D-1-P
By [Signature]
Fax ID #:

- 11. The following representation is given by the Seller, which shall survive closing of title:
Seller has no knowledge that the improvements on the premises contain any asbestos or that any equipment on the premises contains any PCBs or that there is existing in or about the buildings, or in or under the lands, any hazardous substances which are not labeled and in plain sight.
 - 10. Any errors or omissions in computing apportionments at closing shall be corrected. This provision shall survive delivery of the deed and closing of title hereunder.
 - 9. Extensions of any time limits set forth herein may be granted by the attorneys for the parties hereto with the same force and effect as if made by the parties themselves.
 - 8. At the time herein provided for delivery of the deed, the Seller will deliver actual possession of the premises, free of all leases, tenancies or occupants; and the Purchaser's obligation to pay the full purchase price shall not arise until such possession is tendered. The Seller shall give Purchaser written evidence, reasonably satisfactory to Purchaser or Purchaser's title examiner or title insurance company, that there has been compliance with the provisions of this paragraph.
 - 7. In the event this Agreement is declared null and void by any party because of any contingency contained herein or for any reason other than Purchaser's default, the Purchaser shall be entitled to the prompt return of all deposit moneys paid hereunder, including, but not limited to, the downpayment.
 - 6. Supplementing Section 19 of the Contract, Seller shall pay all fees and commissions of brokers.
- (C) This sale is subject to the approval of Orange Bank & Trust Company with regard to the partial satisfaction of its mortgage.
- Seller's attorney will promptly advise Purchaser's attorney of such objection. If such Court approval shall not have been obtained by 90 days after the date of the Agreement, then this Agreement shall be void and of no effect, and the escrowee shall promptly return to Purchaser in full the downpayment deposit.

Exhibit A

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

ROY L. LIPPINCOTT
TO
LIPPINCOTT FUNERAL HOME, INC.

SECTION 111 BLOCK 1 LOT 28.1

RECORD AND RETURN TO:
(Name and Address)

JOHN M CLANCY ESQ
BULL MORREALE JUDELSON & CLANCY PC
90 CRYSTAL RUN ROAD SUITE 404
MIDDLETOWN NEW YORK 10940

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE
ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ASSIGNMENT OTHER

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
- 2001 WASHINGTONVILLE (VLG)
- 2289 CHESTER (TN)
- 2201 CHESTER (VLG)
- 2489 CORNWALL (TN)
- 2401 CORNWALL (VLG)
- 2600 CRAWFORD (TN)
- 2800 DEERPARK (TN)
- 3089 GOSHEN (TN)
- 3001 GOSHEN (VLG)
- 3003 FLORIDA (VLG)
- 3005 CHESTER (VLG)
- 3200 GREENVILLE (TN)
- 3489 HAMPTONBURGH (TN)
- 3401 MAYBROOK (VLG)
- 3689 HIGHLANDS (TN)
- 3601 HIGHLAND FALLS (VLG)
- 3889 MINSINK (TN)
- 3901 UNIONVILLE (VLG)
- 4089 MONROE (TN)
- 4001 MONROE (VLG)
- 4003 HARRISMAN (VLG)
- 4005 KIRYAS JOEL (VLG)
- 4289 MONTGOMERY (TN)
- 4201 MAYBROOK (VLG)
- 4203 MONTGOMERY (VLG)
- 4205 WALDEN (VLG)
- 4489 MOUNT HOPE (TN)
- 4401 OTISVILLE (VLG)
- 4600 NEWBURGH (TN)
- 4800 NEW WINDSOR (TN)
- 5089 TUXEDO (TN)
- 5001 TUXEDO PARK (VLG)
- 5200 WALLKILL (TN)
- 5489 WARWICK (TN)
- 5401 FLORIDA (VLG)
- 5403 GREENWOOD LAKE (VLG)
- 5405 WARWICK (VLG)
- 5800 WAWAYANDA (TN)
- 5889 WOODBURY (TN)
- 5801 HARFEMAN (VLG)

NO. PAGES 3 CROSS REF
CERT. COPY AFF. FILED

PAYMENT TYPE: CHECK
CASH
CHARGE
NO FEE

CONSIDERATION \$ 0
TAX EXEMPT

MORTGAGE AMT \$
DATE

MORTGAGE TYPE:
 (A) COMMERCIAL
 (B) 1 OR 2 FAMILY
 (C) UNDER \$10,000.
 (E) EXEMPT
 (F) 3 TO 6 UNITS
 (I) NAT.PERSON/CLUNION
 (J) NAT.PER-CLUNI OR 2
 (K) CONDO

CITIES

- 0800 MIDDLETOWN
- 1100 NEWBURGH
- 1300 PORT JERVIS
- 9999 HOLD

Joan A Macchi

JOAN A. MACCHI
Orange County Clerk

RECEIVED FROM: Bull

44523 200

LIBER 4452 PAGE 200

ORANGE COUNTY CLERKS OFFICE 44755 MRL
RECORDED/FILED 09/19/96 09:28:40 AM
FEES 44.00 EDUCATION FUND 5.00
SERIAL NUMBER: 001631
DEED CNTL NO 6018 RE TAX .00

44521 201

BEING the same premises described in a deed dated September 3, 1981 from The First Presbyterian Church Society to Roy L. Lippincott and recorded in the Orange County Clerk's Office on September 8, 1981 in Liber 2203 of Deeds at Page 84.

BEING at a point on the northwesterly boundary of Main Street, said point being South 25° 33' 30" West a distance of 71.50 feet from the intersection of said Main Street and the southwesterly boundary of lands now or formerly of the First Presbyterian Church Society the following two courses and distances: (1) North 62° 51' 10" West a distance of 230.42 feet to a point; (2) North 27° 08' 50" East a distance of 15.00 feet to a point; thence South 62° 51' 10" East a distance of 230.00 feet to the point of beginning.

GRANTING to the second party, its successors and assigns, the perpetual rights and privileges of using with the first party, its successors and assigns, the driveway on first party's adjoining lands and along southerly side of said above described lands and premises for all lawful right of way purposes, as long as it is properly maintained by said second party, or its successors or assigns. The said driveway is described as follows:

BEING at a point on the northwesterly boundary of Main Street, where the same is intersected by the southwesterly boundary of lands now or formerly of Krieger, and running thence along said Main Street, South 25° 33' 30" West a distance of 71.50 feet to a point; thence thru lands of the First Presbyterian Church Society, North 62° 51' 10" West a distance of 242.94 feet to a point; thence along the southeasterly boundary of a subdivision entitled "Chester Knolls", being filed map number 1753, North 40° 26' 10" East a distance of 115.00 feet to a point; thence along the southwesterly boundary of lands now or formerly of Krieger, South 52° 10' 30" East a distance of 218.30 feet to the point of beginning, containing 0.487 acres of land.

and described as follows:

lying and being in the Village and Town of Chester, Orange County, New York bounded

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated,

successors and assigns of the party of the second part forever,

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or

lawful money of the United States, and other good and valuable consideration

paid

(\$10.00) dollars,

WITNESSETH, that the party of the first part, in consideration of

party of the second part,

LIPPINCOTT FUNERAL HOME, INC., with an address at 104 Main Street, Chester, New York 10918

party of the first part, and

ROY L. LIPPINCOTT, residing at 284 Main Street, Goshen, New York 10924

BETWEEN

THIS INSTRUMENT, made the 13th day of September, nineteen hundred and ninety-six

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

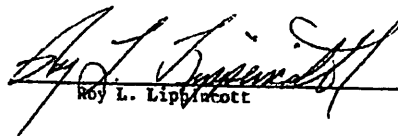
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Roy L. Lippincott

44526 202

STATE OF NEW YORK, COUNTY OF ORANGE

On the 3rd day of September, 1998, before me personally came

ROY L. LIPPINCOTT

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

[Signature]
Notary Public
JAMES M. CLANCY
NOTARY PUBLIC, State of New York
No. 4811607

Qualified in Orange County
Commission Expires 08-31-1999
103198

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

ROY L. LIPPINCOTT

TO

LIPPINCOTT FUNERAL HOME, INC.

SECTION 111

BLOCK 1

LOT 28.1

COUNTY OR TOWN CHESTER

RETURN BY MAIL TO:

JOHN M CLANCY ESQ
BULL MORREALE JUDELSON & CLANCY PC
90 CRYSTAL RUN ROAD SUITE 404
MIDDLETOWN NEW YORK 10940
Zip No.

Reserve this space for use of Recording Office.

445276 203

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
In re:

RALSTON-LIPPINCOTT-HASBROUCK-
INGRASSIA FUNERAL HOME, INC., et al.,

Debtor.

Chapter 11

Case No. 17-35114 (cgm)

(Jointly Administered)

ORDER AUTHORIZING SALE
PURSUANT TO 11 U.S.C. §§ 363(b)(1) & 363(f)(3)

The motion of reorganized debtor Lippincott Ingrassia Funeral Home, Inc. (the “Debtor”) for the entry of an order authorizing the sale of certain real property having come on for a hearing before this Court on August 28, 2018, notice of the Motion being sufficient, and counsel for the Debtor having appeared at the hearing and been heard in support of the Motion, and upon the record of the hearing, after due deliberation and sufficient cause appearing therefor, it is, pursuant to Bankruptcy Code §§ 363(b)(1), 363(f)(3) and Rules 2002(a)(2), 2002(c)(1) and 6004 of the Federal Rules of Bankruptcy Procedure,

ORDERED, that the Debtor be and hereby is authorized to sell all of its right, title and interest in and to the real property located at 92 Main Street, Town and Village of Chester, County of Orange, State of New York, designated as tax map Section 111, Block 1, Lot 28.1 (the “Property), and it is further

ORDERED, that the Debtor shall convey all right, title and interest in the Property free and clear of liens, liens to attach to proceeds, and is authorized to pay from the proceeds of sale at closing the liens, encumbrances, mortgages, property taxes and miscellaneous closing costs as may be necessary and appropriate to transfer marketable title at closing.