

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1

PYFER LAW GROUP, LLC
Scott C. Pyfer, Esq.
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Cranford, New Jersey 07016
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E-Mail: scott@pyferlawgroup.com
Attorneys for the Debtor

In re:

SUSANNA ANKRAH,

Debtor.

Case No. 17-28351 (RG)

Chapter 11

Hearing Date: February 13, 2018
at 11:00 AM

**NOTICE OF DEBTOR'S MOTION
TO AUTHORIZE PRIVATE SALE OF REAL ESTATE WITH AN ADDRESS OF
326-328 AMHERST STREET, EAST ORANGE, NEW JERSEY 07018,
FREE AND CLEAR OF LIENS AND INTERESTS, UNDER 11 U.S.C. §§ 363 (b), (f),
AND WITH A WAIVER OF THE 14-DAY STAY
UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h)**

TO: Peter J. D'Auria, Esq.
Office of the United States Trustee
One Newark Center, Suite 2100
Newark, NJ 07102
United States Trustee

Advanced Financial Federal Credit Union
785 Central Avenue
New Providence, NJ 07974
Secured Creditor/Mortgagee

Michael R. DuPont, Esq.
McKenna, DuPont, Higgins & Stone, P.C.
P.O. Box 610
Red Bank, NJ 07701
Attorneys for Secured Creditor/Mortgagee Advanced Financial F.C.U.

Emigrant Mortgage Company, Inc.
5 East 42nd Street
New York, NY 10017
Secured Creditor/Mortgagee

Richard A. Epstein, Esq.
The Weir Law Firm, LLC
1170 U.S. Highway 22 East, Suite 205
Bridgewater, NJ 08807
Attorneys for Secured Creditor/Mortgagee Emigrant Mortgage Co.

The Bank of New York Mellon as trustee
c/o Ocwen Loan Servicing, LLC
Attention: Bankruptcy Department
P.O. Box 24605
West Palm Beach, FL 33416-4605
Secured Creditor/Mortgagee

Laura Egerman, Esq.
Robertson, Anschutz & Schneid, P.L.
6409 Congress Avenue, Suite 100
Boca Raton, FL 33487
Attorneys for Secured Creditor/Mortgagee The Bank of New York Mellon, as trustee

HSBC Bank USA, N.A., as trustee
c/o Wells Fargo Home Mortgage
Bankruptcy Department
3476 Stateview Road, MAC #D3347-014
Fort Mill, SC 29715
Secured Creditor/Mortgagee

Beatrice A. Chaiklin
22 Tiffany Drive
Livingston, NJ 07039
Secured Creditor/Mortgagee

William Annor
6 Brainerd Road
Summit, NJ 07901
Co-Owner of 326-328 Amherst Street, East Orange, NJ 07018

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346
Priority Claimant

BCB Community Bank
104-110 Avenue C
Bayonne, NJ 07002
Unsecured Creditor

Bureau of Housing Inspection
101 South Broad Street
P.O. Box 810
Trenton, NJ 08625-0810
Unsecured Creditor

Emergency Physician Associates North Jersey, P.C.
P.O. Box 1123
Minneapolis, MN 55440
Unsecured Creditor

Midland Funding, LLC
2365 Northside Drive #300
San Diego, CA 92108
Unsecured Creditor

Overlook Hospital
99 Beauvoir Avenue
Summit, NJ 07901
Unsecured Creditor

PNC Bank, N.A.
300 Fifth Avenue
The Tower At PNC Plaza
Pittsburgh, PA 15222
Unsecured Creditor

TD Bank, N.A.
9000 Atrium Way
Mount Laurel, NJ 08054
Unsecured Creditor

United States of America
c/o Frank J. Martone, P.C.
1455 Broad Street
Bloomfield, NJ 07003
Unsecured Creditor

PLEASE TAKE NOTICE that the undersigned, attorneys for Debtor Susanna Ankrah, will move before the United States Bankruptcy Court, District of New Jersey, 50 Walnut Street, Third Floor, Courtroom 3E, Newark, New Jersey 07102, on February 13, 2018 at 11:00 A.M. or as soon thereafter as counsel may be heard, for approval of the sale by the Debtor of certain real property in which the Debtor has an ownership interest, 328-328 Amherst Street, East Orange, New Jersey 07108, free and clear of liens and interests, pursuant to 11 U.S.C. § 363.

PLEASE TAKE FURTHER NOTICE that in support of this motion, pursuant to D.N.J. LBR 9013-1(a), the movant will rely upon the Certification and Memorandum of Law submitted herewith. Also pursuant to D.N.J. LBR 9013-1(a), a Certification of Service and a proposed form of Order are also submitted with this motion.

PLEASE TAKE FURTHER NOTICE that responses or objections, if any, must be in writing and filed with the Clerk of the United States Bankruptcy Court, District of New Jersey, 50 Walnut Street, Third Floor, Newark, New Jersey 07102, and served on counsel for the movant, Scott C. Pyfer, Esq., Pyfer Law Group, LLC, 20 Commerce Drive, Suite 135, Cranford, New Jersey 07016, not later than seven (7) days prior to the hearing date set forth above, pursuant to D.N.J. LBR 9013-2(a)(2).

PLEASE TAKE FURTHER NOTICE that the movant hereby requests oral argument of this motion, pursuant to D.N.J. LBR 9013-3(d).

PYFER LAW GROUP, LLC
Attorneys for the Debtor

By: /s/ Scott C. Pyfer
Scott C. Pyfer

Dated: January 15, 2018

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

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PYFER LAW GROUP, LLC
Scott C. Pyfer, Esq.
20 Commerce Drive, Suite 135
Cranford, New Jersey 07016
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In re:

SUSANNA ANKRAH,

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**CERTIFICATION IN SUPPORT OF DEBTOR'S MOTION
TO AUTHORIZE PRIVATE SALE OF REAL ESTATE WITH AN ADDRESS OF
326-328 AMHERST STREET, EAST ORANGE, NEW JERSEY 07018,
FREE AND CLEAR OF LIENS AND INTERESTS, UNDER 11 U.S.C. §§ 363 (b), (f),
AND WITH A WAIVER OF THE 14-DAY STAY
UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 6004(h)**

Scott C. Pyfer certifies that:

1. I am the Managing Member of Pyfer Law Group, LLC, attorneys for the Debtor. I have knowledge of the facts set forth in and I am authorized to make this Certification.
2. This case was commenced on September 8, 2017 when the Debtor, *pro se*, filed a voluntary Chapter 11 bankruptcy petition (Doc. No. 1). I was approved as the Debtor's counsel under an Order that was entered in this case on November 1, 2017 (Doc. No. 31).
3. The Debtor commenced this case because a Sheriff's sale had been scheduled to occur on September 12, 2017 with respect to a four-unit building occupied by residential tenants as to which the Debtor is an owner, with an address of 326-328 Amherst Street, East Orange,

New Jersey 07017 (the "Amherst Street Property"). The Debtor's son, William Annor, is a co-owner of the Amherst Street Property. The Debtor is the sole owner of three other properties, two of those being 4-unit rental properties in Irvington and East Orange, New Jersey, and the third being the Debtor's principal residence in Summit, New Jersey. Although the Debtor initially intended to restructure the mortgage indebtedness, held by various lenders, that encumbers all of these properties, the Debtor subsequently decided to sell the Amherst Street Property.

4. On Friday, January 12, 2018, the Debtor and Moshe Sedek, for Moshe Sedek, LLC (the "Buyer") signed a binding Letter of Intent, setting forth the terms of the Debtor's proposed sale to the Buyer of the Amherst Street Property (the "LOI"), for \$210,000 cash (no mortgage loan financing) paid at closing, subject to approval by this Court free and clear of liens and interests under 11 U.S.C. § 363. A true and complete copy of the LOI is submitted as Exhibit "A" hereto.

5. I prepared a proposed contract for the sale of the Amherst Street Property, incorporating the terms of the LOI. I e-mailed that proposed contract to the attorneys for the Buyer today. I am also preparing the application papers that are necessary for the appointment of David Meisels and The Meisels Group (collectively, the "Broker") as the Debtor's real estate broker with respect to the sale of the Amherst Street Property to the Buyer under the terms of the LOI. The LOI notes that the commission proposed to be paid to the Broker at the closing of the sale to Buyer of the Amherst Street Property is five percent (5%) of the \$210,000 sale price, or \$10,500.

6. The Broker prepared the LOI, and the Debtor and the Buyer have signed the LOI, memorializing their understanding that the sale of the Amherst Street Property under the terms as set forth therein is fair and reasonable. The Debtor and the Broker support the sale of the Amherst Street Property to the Buyer, under the terms of the LOI. The Debtor, the Buyer and the Broker all understand that the proposed sale of the Property is to be free and clear of all liens and interests, subject to approval by this Court and subject to higher and better offers. Importantly, the proposed sale of the Amherst Street Property to the Buyer under the terms of the LOI would pay and satisfy in full all amounts due to Emigrant Mortgage Company, Inc. ("Emigrant"), the holder of the first and only mortgage that encumbers the Property. Under a Proof of Claim that was filed on January 5, 2018 (Claim No. 7), Emigrant asserts that the balance due under the mortgage that encumbers the Amherst Street Property is \$160,544.83.

7. In addition to the payment to the Broker that is set forth in the LOI, the Debtor also proposes to pay for my services in connection with the representation of the Debtor with respect to the sale of the Amherst Street Property and with respect to this motion and the to-be-submitted papers to appoint the Broker as the realtor with respect to this proposed transaction, at closing. For those services, I have agreed to a fixed fee of \$3,500, plus reimbursement of the \$181 fee for the filing of this motion. Considering that my regular hourly rate for legal services is \$425 (I was admitted to the New Jersey bar in 1989 and I am an experienced bankruptcy and real estate attorney), I submit that this fee is fair and reasonable.

8. As set forth in this Certification, the Debtor seeks approval of the sale of the Property under the terms of the LOI free and clear of liens and interests, under 11 U.S.C. § 363, considering that although the proceeds of the proposed sale of the Amherst Street Property would

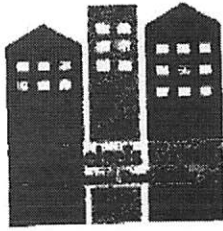
be sufficient to pay and satisfy in full all amounts due under the mortgage held by Emigrant, the Amherst Street Property is presently subject to the interest of William Annor, the Debtor's son, and also various judgment liens that were entered against the Debtor before the commencement of this case. The Debtor proposes that the proceeds of the sale of the Amherst Street Property be utilized to pay the amounts due to Emigrant, the Broker's commission, my attorney's fees and expenses, the realty transfer fee applicable under New Jersey law, and any property taxes and other municipal charges that may be due as of the date of the closing, all subject to higher and better offers and the approval of this Court. The Debtor also proposes that I hold in trust the remaining proceeds of the sale of the Amherst Street Property, pending further Order of this Court, and the Debtor seeks a waiver of the 14-day stay of the effectiveness of the Order that approves the sale of the Amherst Street Property under the terms of the LOI, under Federal Rule of Bankruptcy Procedure 6004(h), to effectuate the closing of the sale and because all interested parties with respect to the proposed sale are receiving notice of the Debtor's motion. The Debtor has with this motion submitted a proposed form of Order which incorporates these terms.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

/s/ Scott C. Pyfer
Scott C. Pyfer

Dated: January 15, 2018

EXHIBIT "A"



131 Main Street, 2nd Floor
Hackensack, NJ 07601
Dir. Tel. 201.488.9200 Ext. 18
Dir. Fax 201.488.9203

LETTER OF INTENT TO PURCHASE REAL PROPERTY

Certain real property commonly known as 826-8 Amherst St, East Orange, New Jersey. Moshe Zedek LLC, and/or assignee ("Buyer") hereby makes the following offer to purchase same upon the following terms and conditions:

- 1) Purchase Price: \$ 210,000
- 2) Deposit: \$ 5,000 at contract execution
- 3) Down Payment: \$20,000
- 4) Financing: None. All Cash.
- 5) Conditions: "As-Is" Sale.
- 6) Contingencies: 10 business days or sooner from executed contract for all inspections.
- 7) Commission: 5% to Meisels Group by Seller
- 6) Closing: 10 days or sooner after Completion of Due Diligence
- 7) Comments: Seller to provide any and all contracts, title, environmental, and or material information relevant to this transaction which is in seller's possession.

Buyer's signature hereon constitutes an offer to Seller to purchase the property on the terms and conditions set forth herein. This offer is made by Buyer on this 11th day of December, 2018.

Buyer: Date: 1/11/18
Moshe Zedek LLC (Managing Mem.)

SELLER'S ACCEPTANCE

The undersigned Seller accepts the foregoing offer and agree to sell the property to Buyer for the price and on the terms and conditions stated herein.

Seller: Date: 1/12/18

Broker: _____ Date: _____
David Meisels

UNITED STATES BANKRUPTCY COURT
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In re:

SUSANNA ANKRAH,

Debtor.

Case No. 17-28351 (RG)

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**MEMORANDUM OF LAW IN SUPPORT OF DEBTOR'S MOTION
TO AUTHORIZE PRIVATE SALE OF REAL ESTATE WITH AN ADDRESS OF
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FREE AND CLEAR OF LIENS AND INTERESTS, UNDER 11 U.S.C. §§ 363 (b), (f),
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BACKGROUND AND STATEMENT OF FACTS

This case was commenced on September 8, 2017 when the Debtor, *pro se*, filed a voluntary Chapter 11 bankruptcy petition (Doc. No. 1). The Debtor commenced this case because a Sheriff's sale had been scheduled to occur on September 12, 2017 with respect to a four-unit building occupied by residential tenants as to which the Debtor is an owner, with an address of 326-328 Amherst Street, East Orange, New Jersey 07017 (the "Amherst Street Property"). The Debtor's son, William Annor, is a co-owner of the Amherst Street Property. The Debtor is the sole owner of three other properties, two of those being 4-unit rental properties in Irvington and East Orange, New Jersey, and the third being the Debtor's principal residence in

Summit, New Jersey. Although the Debtor initially intended to restructure the mortgage indebtedness, held by various lenders, that encumbers all of these properties, the Debtor subsequently decided to sell the Amherst Street Property.

On Friday, January 12, 2018, the Debtor and Moshe Sedek, for Moshe Sedek, LLC (the “Buyer”) signed a binding Letter of Intent, setting forth the terms of the Debtor’s proposed sale to the Buyer of the Amherst Street Property (the “LOI”), for \$210,000 cash (no mortgage loan financing) paid at closing, subject to approval by this Court free and clear of liens and interests under 11 U.S.C. § 363. A true and complete copy of the LOI is submitted as an exhibit to the Certification that accompanies this Memorandum of Law.

The Debtor’s attorney has prepared a proposed contract incorporating the terms of the LOI, and is also preparing the application papers that are necessary for the appointment of David Meisels and The Meisels Group (collectively, the “Broker”) as the Debtor’s real estate broker with respect to the sale of the Amherst Street Property to the Buyer under the terms of the LOI. The LOI notes that the commission proposed to be paid to the Broker at the closing of the sale to Buyer of the Amherst Street Property is five percent (5%) of the \$210,000 sale price, or \$10,500. In addition to the payment to the Broker that is set forth in the LOI, the Debtor also proposes to pay the Debtor’s attorney a fixed fee of \$3,500, plus reimbursement of the \$181 fee for the filing of this motion.

The Broker prepared the LOI, and the Debtor and the Buyer have signed the LOI, memorializing their understanding that the sale of the Amherst Street Property under the terms as set forth therein is fair and reasonable. The Debtor and the Broker support the sale of the Amherst Street Property to the Buyer, under the terms of the LOI. The Debtor, the Buyer and

the Broker all understand that the proposed sale of the Property is to be free and clear of all liens and interests, subject to approval by this Court and subject to higher and better offers.

Importantly, the proposed sale of the Amherst Street Property to the Buyer under the terms of the LOI would pay and satisfy in full all amounts due to Emigrant Mortgage Company, Inc. ("Emigrant"), the holder of the first and only mortgage that encumbers the Property. Under a Proof of Claim that was filed on January 5, 2018 (Claim No. 7), Emigrant asserts that the balance due under the mortgage that encumbers the Amherst Street Property is \$160,544.83.

The Debtor seeks approval of the sale of the Property under the terms of the LOI free and clear of liens and interests, under 11 U.S.C. § 363, considering that although the proceeds of the proposed sale of the Amherst Street Property would be sufficient to pay and satisfy in full all amounts due under the mortgage held by Emigrant, the Amherst Street Property is presently subject to the interest of William Annor, the Debtor's son, and also various judgment liens that were entered against the Debtor before the commencement of this case. The Debtor proposes that the proceeds of the sale of the Amherst Street Property be utilized to pay the amounts due to Emigrant, the Broker's commission, the Debtor's attorney's fees and expenses, the realty transfer fee applicable under New Jersey law, and any property taxes and other municipal charges that may be due as of the date of the closing, all subject to higher and better offers and the approval of this Court. The Debtor also proposes that the remaining proceeds of the sale of the Amherst Street Property be held in trust by the Debtor's attorney, pending further Order of this Court. The Debtor also seeks a waiver of the 14-day stay of the effectiveness of the Order that approves the sale of the Amherst Street Property under the terms of the LOI, under Federal Rule of Bankruptcy Procedure 6004(h), to effectuate the closing of the sale and because all interested

parties with respect to the proposed sale are receiving notice of the Debtor's motion. The Debtor has with this motion submitted a proposed form of Order which incorporates these terms.

ARGUMENT

Under 11 U.S.C. § 363(b)(1), a “trustee, after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate,” such as the Amherst Street Property. *Id.* Under 11 U.S.C. § 1107, “a debtor in possession [under a Chapter 11 bankruptcy case] shall have all the rights . . . , and powers . . . of a trustee serving in a [Chapter 11 bankruptcy] case” *Id.* A “trustee” in a Chapter 11 bankruptcy case “may operate the debtor’s business.” 11 U.S.C. § 1108. The Debtor and the Broker are both asserting that the sale of the Amherst Street Property to the Buyer for \$210,000, under the terms of the LOI, is fair and reasonable, should be approved by this Court “after notice and a hearing” and “other than in the ordinary course of business,” under 11 U.S.C. § 363(b). *Id.*

Under 11 U.S.C. § 363(f), a sale of property other than in the ordinary course of business, such as a sale of the Amherst Street Property, may be accomplished “free and clear of any interest in such property of an entity other than the [bankruptcy] estate [of the Debtor]” for various reasons, including if “applicable nonbankruptcy law permits sale of such property free and clear of such interest; such entity consents; . . . or such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.” 11 U.S.C. §§ 363(f)(1), (2), (5). As noted, Emigrant is to be paid in full at the closing of the sale of the Amherst Street Property to the Buyer. Considering that Emigrant sought to hold a Sheriff’s sale of the Amherst Street Property prior to the commencement of this case, pursuant to a mortgage foreclosure action that Emigrant had pursued, a sale of the Amherst Street Property is permissible under “applicable nonbankruptcy law,” such that co-owner William Annor and all judgment creditors

of the Debtor who hold a lien against the Amherst Street Property could be compelled to accept a sale of the Amherst Street Property without encumbrance by their respective interest and liens.

Id.

The Debtor also seeks a waiver of the 14-day stay of the sale of the Amherst Street Property that would otherwise be applicable to the proposed sale. Federal Rule of Bankruptcy Procedure 6004(h) provides that an Order which approves a sale of property under 11 U.S.C. § 363 “is stayed until the expiration of 14 days after entry of the order, unless the court otherwise orders.” Fed. R. Bankr. P. 6004(h). The Debtor seeks the waiver in this instance because the Buyer seeks to proceed quickly with acquisition of the Amherst Street Property, and because all interested parties with respect to the proposed sale are receiving notice of this motion.

CONCLUSION

For the foregoing reasons, the Debtor respectfully submits that the sale of the Amherst Street Property should be approved, free and clear of liens, under 11 U.S.C. § 363 and under Federal Rule of Bankruptcy Procedure 6004(h).

PYFER LAW GROUP, LLC
Attorneys for the Debtor

By: /s/ Scott C. Pyfer
Scott C. Pyfer

Dated: January 15, 2018