

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In re: Peggy Turner <p align="right">Debtor(s).</p>	CASE NO: 18-30845 CHAPTER: 13
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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address: Francis E. Lamboley, Esq. Lamboley Law Firm, LLC One Evergreen Ave. Ste 20 Hamden, Ct. 06518 033033 (P)703-787-8047 (F)703-787-9747	<p><u>NOTICE OF ORDER GRANTING MOTION FOR PUBLIC SALE OF ESTATE PROPERTY</u></p> <p><u>D. CONN. BANKR. L. R. 6004-1(b)</u></p>
<input checked="" type="checkbox"/> <i>Attorney for:</i> Peggy Turner <input type="checkbox"/> <i>Individual appearing without attorney</i>	

INSTRUCTIONS FOR COMPLETING AND FILING THIS NOTICE

1. This Notice shall be completed in accordance with Fed. R. Bankr. P. 6004(c) and (f) and D. Conn. Bankr. L. R. 6004-1(b).
2. This Notice shall be completed and filed *only* after a hearing on a Motion to Sell Estate Property, Motion to Sell Estate Property Free and Clear of Liens, and/or Motion to Approve Procedures to Sell Estate Property is held by the Court.

Description of property to be sold:

All of Debtor's right, title and interest, free of liens, in the real property located at 46 Elizabeth Street, New Haven, CT.

Public Sale/Auction Information:

Date of Public Sale/Auction: Time of Public Sale/Auction:

Location of Public Sale/Auction:

NOTE: The Public Sale/Auction may be conducted telephonically, remotely using ZoomGov, and/or by other remote technology platform or medium.

Objection/Overbid Deadline and Hearing Information:

Last date to file Objections or to submit Overbids to Public Sale/Auction: 11/16/2022

Hearing Date and Time regarding Public Sale/Auction: 11/23/2022 at 10:00 AM

Location of hearing: U.S. Bankruptcy Court
157 Church St., 18th Floor
New Haven, CT 06510

Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

Public Sale/Auction opening bid:

Terms and conditions of Public Sale/Auction, including whether the proposed sale/auction is to be free and clear of liens pursuant to 11 U.S.C. §363(f), and including information about how to register as a bidder:

Sale terms as per the attached real estate contract and Order approving Sale of Real Property attached hereto

Public Sale/Auction overbid procedure, including bid increments (if any):

None

Contact person for potential bidders or potential higher offers (include name, address, telephone, fax and/or email address):

Francis E. Lamboley
Lamboley Law Firm, LLC
One Evergreen Ave. Ste 20
Hamden, CT. 06518
(P) 203-287-8042 (F) 203 287 9742
email franlamboley@comcast.net

Date:

Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Lamboley Law Firm, LLC
One Evergreen Avenue, Suite 20
Hamden, CT. 06518

A true and correct copy of the foregoing document entitled: **NOTICE OF ORDER GRANTING MOTION FOR PUBLIC SALE/ AUCTION OF ESTATE PROPERTY** was served on (date) 11/2/2022 in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to this Court's Administrative Procedures for Electronic Case Filing (Appendix A), the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 11/2/2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Jeffrey J. Hardiman, jeffrey.hardiman@brockandscott.com, wbecf@brockandscott.com

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 11/2/2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows:

Peggy Turner, 1694 State Street, Hamden, CT. 06517
Alfred Onorato, Esq. 389 Orange Street, New Haven, CT 06511
Citizens Bank N.A. President/CEO 10561 Telegraph Road, Glen Allen, VA 23059
Citibank, President/CEO 701 E 60th Street North, Sioux Falls, SD 57104
Connecticut Dept of Revenue Services, Collections Unit-Bankruptcy Team, 450 Columbus Blvd STE 1, Hartford, Ct. 06103
Credigy Solutions Inc, President/CEO 3715 Davinci Court # 200 Norcross, GA. 30092
Glenn Turner, 1694 State Street, Hamden, CT. 06517
Greater New Haven WPCA, 260 East Street, New Haven, CT 06511

Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date), I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows:

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/2/2022
Date

Francis E. Lamboley
Printed Name

Francis E. Lamboley
Signature

Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
New Haven DIVISION**

IN RE: PEGGY TURNER
DEBTOR

: CASE NO. 18-30845

CHAPTER 13

NOVEMBER 2, 2022

CONTINUATION OF PROOF OF SERVICE OF DOCUMENT

To be served via ELECTRONIC FILING (NEF)

Nathan Grant Johnson Nathan@flynnlaw-ne.com

Denise S. Mondell Denise.Mondell@ct.gov

Roberta Napolitano notices@ch13rn.com

Lucas Bennett Rocklin lrocklin@npmlaw.com

U.S. Trustee USTPRegion02.NH.ECF@USDOJ.GOV

Lawson Williams Lawson.Williams@brockandscott.com

To be served via First Class Mail

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

JP Morgan Chase Bank
President/ CEO
270 Park Avenue
New York, NY 10017

LHR, Inc
President/ CEO
1161 E. State Road, Suite 814
Lakewood Ranch, FL 34202

LVNV Funding, LLC Its Successors & assigns as
Assignee of Beneficial National Bank USA
Resurgent Capital Services
P.O. Box 10587
Greenville, SC 29603-0587

Montowese Health & Rehab
President/CEO
163 Quinnipiac Avenue
North Haven, CT 06473

Regional Water Authority
c/o Mike McKeon
90 Sargent Drive
New Haven, CT 06511

Samuel G Turner
46 Elizabeth Street
New Haven, CT 06511

Sarasota CCM, Inc
President/CEO
39 Elgin Avenue
Wickford, RI 02852

Southern CT Gas Co.
President/ CEO
60 Marsh Hill Road
Orange, CT 06477

The United Illuminating Co.
President/CEO
100 Marsh Hill Road
Orange, CT 06477

**REAL ESTATE
PURCHASE and SALES AGREEMENT**

NOTICE: This is a legal and binding Agreement for the purchase and sale of property. It is appropriate for most BUT NOT ALL such transactions. If this Form does not appear to either Buyer or Seller to be appropriate for a particular transaction you are urged to discuss the purchase or sale with an attorney BEFORE YOU SIGN. Most, but not all, provisions of this Agreement are subject to negotiation prior to execution.

1. THIS Agreement to buy and sell real property is made between:

SELLER: Peggy P Turner
(Names of Sellers) hereinafter called Seller

ADDRESS: 46 Elizabeth Street New Haven CT 06511
(Address of Sellers) Town/City State Zip

BUYER: Menahem Edelkopf
(Names of Buyers) hereinafter called Buyer

ADDRESS: 565 Ellsworth Avenu New Haven CT 06511
(Address of Buyers) Town/City State Zip

Seller agrees to sell and Buyer agrees to buy for the purchase price and upon the terms and conditions stated herein the real property with all buildings and other improvements thereon and all appurtenances thereto, in the same condition as they were on the date of Buyer's signature, reasonable wear and tear excepted.

2. REAL PROPERTY TO BE PURCHASED:

a) Street Address 46 Elizabeth Street

b) City/Town New Haven Connecticut, Zip 06511

c) Described as: Single Family Residence

3. INCLUDED IN SALE PRICE: The Real Property shall include all items permanently attached to the property on the date Buyer signed this Agreement. Included in this sale as part of the Real Property are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith, including, if any, all blinds, window shades, screens, doors, door and window hardware, wood and gas stoves, storm windows, landscaping, awnings, shutters, electrical and lighting fixtures, door mirrors, pumps, mailboxes, plumbing fixtures, cabinetry, door and cabinet hardware, pool houses and other outbuildings, mantles, flagpoles, alarm system and codes, swimming pool and swimming pool pumps and equipment (if any), garbage disposal, automatic garage openers, central air conditioning equipment, and built-in dishwashers (Cross out and initial any items in this paragraph present on the Real Property but not included in the sale.)

ADDITIONAL PERSONAL PROPERTY, if any, to be included:

As-is

4. PURCHASE PRICE \$ 130,000.00 payable as follows:

a) By initial Deposit submitted herewith receipt of which is hereby acknowledged.....	\$ _____
b) By additional Deposit due upon Seller's Acceptance:.....	\$ <u>10,000.00</u>
c) By Proceeds of Financing as specified in paragraph 6 below.....	\$ _____
d) By.....	\$ _____
e) Balance to be paid by certified check or bank check at Closing.....	\$ <u>120,000.00</u>
TOTAL PRICE TO BE PAID (Must equal "Purchase Price").....	\$ <u>130,000.00</u>

Buyer: ME

Seller: PPT

BUYER AND SELLER MUST INITIAL EACH PAGE

5. **DEPOSITS:** The Deposit(s) specified above shall be made at the stated times. All Deposits shall be made by check, payable to the Listing Broker and shall be deposited as required under Connecticut General Statutes Section 20-324k. All checks are subject to collection and failure of collection shall constitute a default. Except at time of closing, when the Deposit shall be delivered to Seller or Seller's designee, the Listing Broker shall not pay the Deposit to anyone without the written consent of all parties to this Agreement subject to Connecticut General Statutes Section 20-324k(d). In the event any Deposit funds payable pursuant to this Agreement are not paid by Buyer, Seller may give written notice of such failure to Buyer. If such notice is given and a period of 3 (three) days pass without Buyer paying the Deposit owed, Seller may declare Buyer in default and shall have the remedies set forth in Paragraph 14.

6. **FINANCING CONTINGENCY:**

- a) Amount \$ 0.00
- b) Maximum Initial Interest Rate NA %
- c) Term: NA years
- d) Commitment Date: NA
- e) Type: Conventional Fixed Variable FHA VA CHFA Other _____

Buyer's obligation is contingent upon Buyer obtaining financing as specified in this paragraph. Buyer agrees to apply for such financing immediately and diligently pursues a written mortgage commitment on or before the Commitment Date.

f) If Buyer is unable to obtain a written commitment and notifies Seller in writing by 5:00 PM on or before said Commitment Date, this Agreement shall be null and void and any Deposits shall be immediately returned to Buyer. Otherwise, the Financing Contingency shall be deemed satisfied and this Agreement shall continue in full force and effect.

7. **CONDITION OF PREMISES:** Buyer represents that Buyer has examined the Real Property and is satisfied with the physical condition subject to the Inspection Contingency if applicable. Neither Seller nor any representative of the Seller or Buyer has made any representation or promise other than those expressly stated herein which Buyer has relied upon in making this Agreement.

8. **INSPECTION CONTINGENCY: Broker Recommends**

- (a) Inspections shall be completed and results reported to Seller on or before 5:00 P.M. on: NA
- (b) Seller agrees to permit Buyer's designees to inspect the Real Property during the period from Seller's acceptance until the date set forth in (a) above. If Buyer is not satisfied with the physical condition of the Real Property and so notifies Seller in writing prior to the time and date specified in (a) above, then Buyer may, at Buyer's option, terminate this Agreement. Buyer may give Seller the option to correct the conditions that are unsatisfactory to the Buyer. Should Buyer elect to terminate this Agreement or Seller is unwilling to correct any unsatisfactory conditions, the Buyer shall notify Seller on or before 5:00 P.M. on: NA of Buyer's election to terminate this Agreement, and if Terminated this Agreement shall be null and void and any Deposit monies paid hereunder shall be returned immediately to Buyer and neither Buyer nor Seller shall have any claims against each other under the terms of this Agreement. If Buyer fails to notify Seller as provided herein, this contingency shall be deemed satisfied and this Agreement shall continue in full force and effect.
- (c) If initialed below, Buyer does NOT choose to have any inspections performed and WAIVES any rights to object to any defects in the Real Property that would have been disclosed by a full and complete inspection.

Initials: ME

9. **LEAD-BASED PAINT.** If the Property is "target housing" under federal law (meaning, with some exceptions, housing built before 1978), Seller must permit Buyer, at Buyer's expense, a 10-day period to conduct a risk assessment or inspection of the Real Property for the presence of lead-based paint and/or lead-based paint hazards before Buyer is obligated under this Agreement. Buyer may waive this right of inspection. Buyer to provide Seller or Seller's attorney with written notice of the presence of defective lead-based paint or lead-based paint hazards along with a copy of the inspection and/or risk assessment within _____ days (insert "ten" or a mutually agreed number of days) of the date of acceptance of this Agreement. If such notice is given and Seller and Buyer cannot reach a mutually satisfactory agreement within seven (7) days of said notice regarding the defective lead-based paint or lead-based paint hazards, either party shall have the option of terminating this Agreement and this Agreement shall be null and void.

ME (Initial) Buyers waive the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer: ME
BUYER AND SELLER MUST INITIAL EACH PAGE

Seller: PPT
Page 2 of 4

10. PROPERTY MAINTENANCE, OCCUPANCY, POSSESSION:

(a) PROPERTY MAINTENANCE

Seller agrees to maintain Real Property with all buildings, landscaping and other improvements thereon, all appurtenances thereto, and any personal property included in the sale in the same condition, reasonable wear and tear excepted, as it was on the date of this Agreement.

(b) OCCUPANCY, POSSESSION: CLOSING DATE: 30 days or sooner

Unless otherwise stated herein, Buyer shall receive exclusive possession and occupancy with keys on Closing Date. The Real Property shall be maintained by Seller until time of Closing and shall be transferred in broom clean condition, free of debts. Buyer shall have the right to a walk through inspection of the Property within 48 hours prior to the Closing Date. Closing shall be held at an office to be determined by Buyer's attorney in the county where the Real Property is located or at such place as designated by Buyer's mortgage lender.

11. WARRANTY DEED: Seller agrees to convey fee simple title of the Real Property to Buyer by a good and sufficient Warranty Deed subject only to any and all provisions of any ordinance, municipal regulation, public or private law, restrictions and easements as appear of record, if any, provided they do not affect marketability of title, current real estate taxes, water and sewer charges, and current water and sewer assessment balance, if any, except in those cases where a fiduciary's Deed or other form of court ordered deed may be required to pass title. Seller warrants that Seller has no notice of any outstanding violations from any town, city or State agency relating to the Real Property.

12. MARKETABLE TITLE: Title to be conveyed by Seller shall be marketable as determined by the Standards of Title of the Connecticut Bar Association now in force. Seller further agrees to execute such documents as may be reasonably required by Buyer's title insurance company or by Buyer's mortgage lender. Should Seller be unable to convey Marketable Title as defined herein, Buyer may accept such Title as Seller can convey or may reject the Unmarketable Title, receive back all Deposit money, and declare this Agreement null and void. Upon such rejection and repayment to Buyer of all sums paid on account hereof, this Agreement shall terminate and the Parties hereto shall be released from all further claims against each other.

13. ADJUSTMENTS: Real Estate Taxes will be adjusted as of the Closing Date by the Uniform Fiscal Year basis except in the Towns of Meriden or Wallingford where taxes will be adjusted by the Assessment Year Method. All other adjustments, including Association fees, fuel oil, water and sewer usage, interest on sewer or water assessments, utilities, rent, if any, and issues regarding funds at closing and unavailability of releases at closing and like matters shall be adjusted pro rata as of the Closing Date in accordance with the Residential Real Estate Closing Customs, New Haven County, as adopted by the New Haven County Bar Association, now in force. Rent security deposits, if any, shall be credited to Buyer by Seller on the Closing Date and shall include any interest accrued to the tenant.

14. BUYER'S DEFAULT: If Buyer fails to comply with any Terms of this Agreement by the time set forth for compliance and Seller is not in default, Seller shall be entitled to all initial and additional Deposit funds provided for in section 4, whether or not Buyer has paid the same, as liquidated damages and both parties shall be relieved of further liability under this Agreement. If legal action is brought to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

15. RISK OF LOSS, DAMAGE: All risk of loss or damage to said Real Property by fire, theft or other casualty until delivery of Deed shall be upon the Seller. In the event of loss or damage independently appraised at more than \$10,000.00, Buyer shall have the option to receive any insurance payment on account of said damage and take Title, or rescind this Agreement and receive back all Deposit money paid. In such case, all rights and obligations of the parties under this Agreement shall terminate.

16. COMMON INTEREST COMMUNITY: If the property is a unit in a condominium or other common interest community, Seller will deliver the resale documents in accordance with Connecticut General Statutes Section 47-27D.

17. LISTING BROKER PressiCuozzo Realtors PH# 203-823-6170

Dual Agent - If the Listing Agent is acting as a Dual Agent, a CONSENT FOR DUAL AGENCY FORM SHALL BE ATTACHED to this Agreement.

COOPERATING BROKER _____ PH# _____ Buyer Agent _____ Sub Agent _____

Buyer: ME
BUYER AND SELLER MUST INITIAL EACH PAGE

Seller: PPT
MTT
Page 3 of 4

18. **PROPERTY CONDITION REPORT:** Seller and Buyer acknowledge that if a written residential property condition report is required by statute (CT Gen. Stat. 20-327b et seq.) and Seller has not provided Buyer with the required report, Seller will credit Buyer with the sum of \$500.00 at closing.

19. **EQUAL HOUSING RIGHTS:** Buyer acknowledges the right to be shown any property within Buyer's stated price range in any area specified by Buyer which is available to Agent for Showing. This Agreement is Subject to Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (Connecticut General Statutes Title 46a, Chapter 814c).

20. **NO ASSIGNMENT, BINDING EFFECT:** This Agreement may not be assigned by either party without the written consent of the other, but shall be binding upon the heirs, executors, administrators and successors of the parties hereto.

21. **ADDENDUM:** The following attached Addenda and/or Riders are part of this Agreement:

- Seller's Property Condition Disclosure
- Agency Disclosure
- Title X Lead Based Paint Hazards Disclosure
- Dual Agency Consent
- Multi-family Tenant Rider
- Other _____

22. **ADDITIONAL TERMS AND CONDITIONS:** Sold As-is

23. **FAX TRANSMISSION/ELECTRONIC MAIL:** The parties acknowledge that this Agreement and any addenda or modification and/or any notices due hereunder may be transmitted between them by facsimile machine/electronic mail and the parties intend that a faxed document or an electronic mail document containing either the original and/or copies of the parties' signatures shall be binding and of full effect.

24. **COMPLETE AGREEMENT:** This Agreement contains the entire agreement between Buyer and Seller concerning this transaction and supersedes any and all previous written or oral agreements concerning the Property. Any extensions or modifications of this Agreement shall be in writing signed by the parties.

25. **NOTICE:** Any notice required or permitted under the Terms of this Agreement by Buyer or Seller shall be in writing addressed to the Party concerned using the address stated in Paragraph 1 of this Agreement or to such party's attorney or to the party's Listing Broker or Cooperating Broker designated in paragraph 17.

26. **APPLICABILITY:** Buyer and Seller agree and understand that although this form has been made available by the Greater New Haven Association of REALTORS, Inc. the Association assumes no responsibility for its content in relation to the transaction between the parties and is not a party to this Agreement. This Agreement or parts of it may not be suitable for all transactions or conditions. The parties should determine its applicability.

27. **BUYER AND SELLER** acknowledges receipt of a copy of this Agreement upon their signing same.

28. **TIME TO ACCEPT:** Seller shall have until 4/28/2022 12:00pm to accept this Agreement. (Date & Eastern Standard Time)

29. **SIGNATURES:**

DocuSigned by: <u>Menaheim Edelkopf</u> Buyer's Signature	<u>4/26/2022</u> Date	<u>Peggy P. Turner</u> <u>by Melinda Teague-Turner</u> <u>POA dated 4-20-22</u> Seller's Signature	<u>4/27/22</u> Date
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date

Buyer: ME
BUYER AND SELLER MUST INITIAL EACH PAGE

Seller: PPT
MMT
Page 4 of 4

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
NEW HAVEN DIVISION

In Re:	:	Case No. 18-30845 (AMN)
	:	Chapter 13
Peggy Turner	:	
Debtor	:	
	:	
Peggy Turner	:	
Movant	:	
	:	
v.	:	
	:	
Press/Cuozzo Realtors	:	
City of New Haven, Town Clerk	:	
Ct Dept of Revenue Services	:	
Lambole Law Firm, LLC	:	
Citizens BankNA f/k/a RBS Citizens NA	:	
Roberta Napolitano, Chapter 13 Trustee	:	
ION Bank	:	
The Respondents	:	
	:	
Robert Napolitano	:	
Chapter 13 Trustee	:	Re: ECF No. 82

**ORDER APPROVING SALE OF REAL PROPERTY
PURSUANT TO 11 U.S.C. § 363(b)**

On October 21, 2022, the Debtor filed an Amended Motion to Sell Real Estate at ECF No. 82 (the "Motion") to sell her interest in the real property located at 46 Elizabeth Street, New Haven, Connecticut ("Interest"). After notice and a hearing on October 26, 2022 (ECF No. 86), there were no objections to the Motion. Now, the court having found cause to grant the relief sought, it is hereby

ORDERED: The Debtor is authorized to sell her Interest as defined in the Motion, free and clear of liens, through a sale of the Elizabeth Street Property in the amount of

\$130,000 to Menahem Edelkopf pursuant to a Sales Agreement attached to the Motion at pages five (5) through eight (8); and it is hereby

ORDERED: The Debtor is authorized to use the anticipated proceeds of her Interest totaling approximately \$86,666.66 to pay in full, at closing, the following interests represented to be valid and undisputed, subject to adjustment based upon the closing date and receipt of payoff statement(s):

1. Press/Cuozzo Realtors as agent for the seller for the real estate commission in the amount of \$6,500.00;
2. City of New Haven, Town Clerk for city conveyance tax in the amount of \$650.00;
3. State of Connecticut Department of Revenue Services for state conveyance taxes in the amount of \$975.00;
4. Attorney fees to the Lamboley Law Firm, LLC in the amount of \$850.00 for services rendered in connection to the sale, which is allowed with no application required;
5. Roberta Napolitano, Chapter 13 Trustee in the estimated amount of \$6,926.60. A formal payoff will be requested closer to the closing;
6. Citizens Bank NA f/k/a RBS Citizens NA in amount sufficient to pay in full the contractual balance of a proper and updated payoff quote provided by it;
7. City of New Haven, Town Clerk for possible recording fees in the amount of \$300.00;
8. ION Bank, wire fees in the amount of \$245.00; and

9. Any other lien of record, in the order and priority that currently exists regarding the subject real property and any other closing costs, liens, bank fees, attorney fees, escrow advances, and other incidental charges in connection with said closing; and it is further

ORDERED: Upon closing, the Debtor shall pay the Chapter 13 Trustee sufficient proceeds from the sale to satisfy the remaining balance due on her Chapter 13 Plan; and it is further

ORDERED: The closing shall be completed within thirty (30) days of any payoff statement(s). If closing does not occur within thirty (30) days of the original payoff, the Debtor will obtain a new payoff and close within that time frame; and it is further

ORDERED: The Debtor shall attach a closing statement to the statement required under Fed. R. Bankr. P. 6004(f)(1) and shall attach a declaration under oath by both the Debtor and her closing attorney that the disbursements shown on the closing statement were made in good funds; and it is further

ORDERED: The 14-day stay provided by Fed. R. Bankr. P. 6004(h) is waived; and it is further

ORDERED: By November 2, 2022, the Debtor shall file and serve to all creditors requiring notice Appendix O of Local Bankruptcy Rule 6004-1(b) requiring that all objections to the sale be filed by November 16, 2022; and it is further

ORDERED: A hearing on any timely objection shall be held on November 23, 2022, at 10:00 a.m. at the United States Bankruptcy Court, 157 Church Street, 18th Floor Courtroom, New Haven, Connecticut, which hearing may be canceled if no objections are filed.

Dated this 1st day of November, 2022, at New Haven, Connecticut.

