## UNITED STATES BANKRUPTCY COURT DISTRICT OF CONNECTICUT

In re:								
DAVID BOUFFARD				CASE NO: 16-21628				
			CHAPTER: 13					
		Deb	otor(s).					
Attorney or Party Nos., State Bar N		ddress, Telephone & FAX il Address:						
Mark O. Grater, c/o the Law Offices of M. Grater LLC, 4 Fort Hill Rd., Groton, CT 06340; p 860-449-8059 f 860-449-8381; mgrater@graterlaw.com				NOTICE OF ORDER GRANTING MOTION FOR PRIVATE SALE OF ESTATE PROPERTY				
	Debtor			D. CONN. BANKR. L. R. 6004-1(b)				
☐ Individual ap	pearing w	vithout attorney						
<b>Description of</b> All right title an		y to be sold: t in the Debtor's interest in re	eal prop	perty located at 3 Del	porah Street, W	aterford, CT	06385	
Private Sale I	nformati	on:	7					
Date of Private Sa	le:	August 26, 2022		Time of Private Sale:	9:00 AM		*	
Location of Private Sale:	Law Off	ice of Mcnamara and Mcnamara	a, 100 F	Pennsylvania Ave., Niar	ntic, CT 06357			
		Last date to file Objections to Private Sale:  Hearing Date and Time regarding Private Sale:  U. Location of hearing:  45	S. Bank 0 Main	August 25, 2022 a  August 25, 2022 a  August 25, 2022 a  August 25, 2022 a  August 25, 2022 a				
							*	

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.

ms and conditions of auction/sale, including whether the Proposed Private Sale is to be free and clear of liens pursuant to 11 U.S.C. §363(1 including information about how to register as a bidder:
es terms as per attached Real Estate Purchase and Sales Agreement Attached Hereto
tact person for potential bidders or potential higher offers (include name, address, telephone, fax and/or email address):
ndan McKeever, 81 Pennsylvania Ave., Niantic, CT 06357, p 860-739-6296; f 860-739-2148
e: August 19, 2022

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 n	ot a party to this bankruptcy case or	adversary proceeding. My b	ousiness address is:
4 Fort Hill Rd., Groton, CT	06340		
ESTATE PROPERTY was	served on (date) August 19, 2022	in the manner stated be	
Procedures for Electronic Cas document. On (date) August	se Filing (Appendix A), the foregoing	g document will be served b F docket for this bankruptcy	): Pursuant to this Court's Administrative by the court via NEF and hyperlink to the by case or adversary proceeding and determined at the email addresses stated below:
See attached certificate of Se	rvice		
			Service information continued on attached page
2. SERVED BY UNITED S' On (date) August 19, 2022 proceeding by placing a true a as follows:	, I served the following persons and	d/or entities at the last know envelope in the United States	on addresses in this bankruptcy case or adversary s mail, first class, postage prepaid, and addressed
See attached certificate of Se	rvice		
			Service information continued on attached page
person or entity served): Purs	uant to F.R.Civ.P. 5 and/or controlling, overnight mail service, or (for the	ng LBR, on (date)	MISSION OR EMAIL (state method for each , I served the following persons and/ to such service method), by facsimile
N/A			
			Service information continued on attached page
I declare under penalty of perj	jury under the laws of the United Sta	tes that the foregoing is true	e and correct.
August 19, 2022 Date	Mark O. Grater Printed Name		/s/Mark O. Grater
	rinica Name		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.

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Eastern Connecticut Association of REALTORS®

### PURCHASE AND SALE AGREEMENT

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D. B	y pro	ceeds	from Seller fin	ancing (see attac	hed Addendi	ım) at closing.				S	0.00 13.
E. B	y casi	hier's	or certified bar	nk check, wire tr	ansfer or atto	mey trustee c	heck at cl	osing		\$	63,000.00 E
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3. L.			ability to close addendum.	e is contingent u	oon the sale	of Buyer's pro	perty. See	e attached	Contingen	cy for Sale	of Buyer's
C. (3)				nsaction: (Check	all that appl	(v)					
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### PURCHASE AND SALE AGREEMENT

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7. COMMMISSION: Th William Pitt Sotheby's o pay the real estate commis	e real estate agency	/agencies in th	is transaction is/are E. Unless otherwise pro	RE/MAX on to be with	he Bay in this Agreem	nent, Seller agrees
COUNTERPARTS All counterparts may be exchan optical, electromagnetic or sign made available to them in been signed. A party's agree ransactions. Each party will real estate agencies in this tra	ND ELECTRONIC ged by electronic trainilar capabilities. Eit electronic form, but ment to use an electro promptly inform the insaction are:	SIGNATURES namission include ther party has the that does not per onic record applit other in writing	I: This Agreement may ling fax, e-mail or any right to withdraw cons rmit that party to withd es only to this particula tof any change in e-ma	be executed in technology haven to have a rec raw consent to r real estate tran til address, cell	one or more ving digital, moord of this Ag the Agreement or faction and no or fax number	counterparts, and agnetic, wireless, reement provided titself once it has to all real estate. Contacts for the
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Based-Paint and Sead-Based B. W ] [ W ] [ Based-Paint and Sead-Based B. W ] [ W ] [ Report from Seller. In the ever Sec. 20-327b and prior to Buy C. Smoke and Carbon Morsum of \$250 at closing. D. Pursuant to Section 22a-1: [DEEP] is required to furnish I DEEP, the Environmental Protenvironmental questions concer E. Pursuant to PA 07-214, Bit Clerk's office of the towns whe	] (Buyer Initial Baint Hazards from State In It Seller has not furnished to Seller has notified the Connecticut Class to the Town Clerk's dection Agency, the Nationing the Property and the layer is notified that lists are said properties are loc	ials) Buyer acknowled Buyer with the Agreement, Selle the event that Selle General Statutes, Es office of hazardional Response Core lands surrounding of properties on wated. Buyer should	owledges receipt of a cop- losure is not for properts whedges receipt of a cop- le Residential Property Cop- reshall credit Buyer \$500 ler fails to comply with Buyer is notified that the Eous waste facilities located enter, the Department of Ingithe Property. Which hunting or shooting sid refer to these lists for infi	py of the <u>Disclo</u> ties built on or a y of the Residen ondition <u>Disclos</u> at closing.  P.A. 13-272, Supportment of Enditudent in the property of the property o	sure of Informater 1978.  tial Property Course Report who eller shall creditergy and Environment Buyer should rediparty provider ted may be available.	ondition Disclosure en required by CGS. In Buyer with the commental Protection offer to these lists, the is for information on lable from the Town
property that convey, and is made a part of this Agreeme than those expressly stated to conveyed in their present comaintained by Seller until the Buyer's Initials [ ]	satisfied with the phy nt. Buyer further agre nerein, upon which B ndition, subject to rea day of closing.	rsical condition rees neither Selle Buyer has relied asonable wear an	hereof, subject to any a r nor Seller's agent hav in making the Agreem nd use, as they are on th	dditional provisive made any repent. The propene date of this A	sions and/or an presentations nerty and impro Agreement. Th	y inspections/tests for promises, other evenents are to be
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13. INSPECTIONS AND TESTS: Check the appropriate boxes in Section 13.C for all inspections/tests that Buyer elects to have performed on the property. Buyer shall obtain the written reports from such inspections/tests on or before 07/02/2022
[Inspection Report Receipt Date]. Only deficiencies identified in the inspections/test reports received on or before Inspection Report Receipt Date are eligible for remedy in Section 14. The inspections and/or tests shall be performed by a professional engineer, licensed home inspector, qualified inspection or recognized testing service, selected and paid for by Buyer, except as checked in Section D.

If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

Bu	yer initial as appropriate:								
A.	For "target housing" only, Buyer waives the right to conduct a risk assessment or inspection								
for	the presence of lead-based paint and lea	ad based paint hazards in t	he property.						
B.	Buyer elects to perform no inspections/tests.								
C.	Buyer elects to perform the inspections/tests checked below.								
	Loud Based Paint	Asbestos	Radon in Air						
	Structural/Mechanical	Water Quality	Well Water System						
	Wood Destroying Organism	Chimney	On-Site Sewage System						
	Swimming Pool	Other:							
D.	When checked, Seller shall be responsi	ble for:							
	Providing access and working utilities for inspections, including fuel oil or gas for heating equipment.								
	The cost of the wood destroying organism inspection when the mortgage type checked in Section 2C is "VA".								
	The cost of exposing cover(s), refilling excavation of On-Site Sewage System.								
	The cost of pumping/disposal of on-site sewage waste at the time of On-Site Sewage System inspection.								

- 14. REMEDIES FOR INSPECTION: The remedies in Section 14.A and 14.B apply only to the findings in the inspections/tests reports that are: checked in Section 13.C, received on or before the Inspection Report Receipt Date, and have been declared unacceptable by Buyer.
- A. Remedy for Unacceptable Inspection/Test Results: If Buyer deems the results of any inspection/test to be unacceptable, Buyer may request that Seller remedy the unacceptable condition by giving Seller written notice within five (5) calendar days of the Inspection Report Receipt Date. The written notice shall itemize the requested remedy and shall include a copy of the inspection/test report. Seller agrees to provide a written response to Buyer within five (5) calendar days of receipt of a written notice of unacceptable conditions by Buyer. If Buyer and Seller cannot agree on a remedy for the unacceptable condition(s) within five (5) calendar days of Seller's written response to Buyer, either party shall have the option to terminate this Agreement by giving written notice to the other party, in which case the deposits shall be returned to Buyer; or
- B. Termination and Release of Deposit: If, for any reason, Buyer is not satisfied with the results of an inspection/test, Buyer may terminate this Agreement by giving Seller written notice within five (5) calendar days of the Inspection Report Receipt Date unless the written report is received sooner, in which case the written notice must be within five (5) calendar days of Buyer's receipt of said report. If Buyer fails to provide Seller with such notice, the parties shall be bound to perform their obligations under this Agreement. If Buyer terminates this Agreement as provided herein, the deposits shall be returned to Buyer.
- 15. FINAL WALK-THROUGH BY BUYER: Buyer has the right to make a final walk-through examination of the premises prior to the closing to verify that Seller has made any repairs required by this Agreement, that the property is in the same condition as it was at the signing of this agreement and that Seller has met all contractual obligations. If Buyer fails to conduct this walk-through examination, Seller's repair and maintenance obligations will be deemed satisfied and Buyer shall be deemed to have accepted the premises in its current condition. Seller will provide access and working utilities for Buyer's final walk-through examination.
- 16. OCCUPANCY: On the date and time of closing, Seller shall deliver full possession and occupancy of said premises to Buyer, free from all occupants and possessions, and broom clean, except as otherwise specifically provided herein.
- 17. ASSIGNMENT and SURVIVORSHIP: This Agreement may be assigned by either party without written consent of the other, but shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. However, if this Agreement contains a provision for Seller financing, this Agreement may not be assigned without Seller's written consent.



Seller's Initials 1 253

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18. RISK OF LOSS: Risk of loss by fire, theft or other casualty until delivery of the deed shall be upon the Seller. In the event of loss or damage that cannot be repaired by the time of closing so the property is in substantially the same condition as on the date of this Agreement, Buyer shall have the choice of:

A. Receiving the benefit and proceeds of Seller's insurance coverage and taking title, or

B. Rescinding this Agreement and any monies paid under this Agreement shall be returned to Buyer and all parties shall be relieved of further liability.

19. DEPOSIT: The deposit funds specified in Section 1 shall be made at the stated time(s) and applied towards Buyer's down payment and/or closing costs. All deposits shall be made payable to the Listing Broker or William Pitt Sotheby's (hereinafter referred to as Escrow Agent), and shall be placed into a pooled, interest bearing account as set forth in CGS Sec. 8-265f, with the interest payable to Connecticut Housing Finance Authority. At the time of closing, the Escrow Agent shall pay the deposit funds to the Seller. Except as herein authorized, the Escrow Agent shall not pay the deposit funds to anyone without the written consent of all parties to this Agreement or by court order. In the event any deposit funds payable pursuant to this Agreement are not so paid by Buyer, Seller may give written notice of such failure to Buyer at the address specified in this Agreement by certified mail, and if such notice is given and a period of five (5) calendar days thereafter elapses without Buyer having corrected such failure, Seller may (1) declare Buyer to be in default and (2) terminate this Agreement and the Seller shall be relieved of all obligations hereunder. The prevailing party in any legal action arising out of a dispute over the deposit shall be awarded reasonable automeys' fees.

20. DEFAULT: On default by either party, without the other party being in default, the party who is not in default shall have the right of proceeding with any remedy at law or in equity, or

A. Buyer Default: Seller retaining the deposit money as liquidated damages.

B. Seller Default: Buyer reclaiming the deposit money, plus an amount equal to the deposit money as liquidated damages.

#### 21. ADDITIONAL PROVISIONS:

- Buyer grants the seller 60 days to secure suitable housing.

- Closing to be within 45 days of seller notifying buyer that they've secured suitable housing.

- Seiling As-Is. In addition to the termite inspection, buyer would like the opportunity to do another walk thru with access to the attic. Buyer is still protected by section 14B.

Buyer is willing to cover an appraisal gap of up to \$20,000 not to exceed a purchase price of \$365,000.

- RE/MAX on the Bay agrees to a reduced buyer broker fee of 1% with the seller retaining the additional 1.75%

- Buyer and buyer's agent are related.

22. ENTIRE AGREEMENT: This Agreement and attached addenda (if any), represents the entire Agreement between the parties. It shall not be changed orally but only by a written instrument which is signed by all parties. The effective date of this Agreement shall be the date on which all signatures, and initials, have been affixed hereto.

Notice: When signed by all parties this Agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. When the context requires herein, the masculine shall include the feminine, and the singular shall include the plural. Notice: This Agreement shall be interpreted pursuant to the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

Notice: For the purpose of providing notices under this Agreement, the term Buyer shall mean the Buyer, the Buyer's agent, or the Buyer's attorney and the term Seller shall mean the Seller, the Seller's agent, or the Seller's attorney.

dotloop verified 06/27/22 9:11 PM EDT KBJA-ISPM-XLOT-BDJM 06/27/2022 Buyer: Date Date Signature . Wael Saad dotloop verilled 05/27/22 9:13 PM EDT EJNK-HUEY-O2HK-4EBW 06/27/2022 Signature Amy Saac Date Seller Buyer Signature Date Signature Date

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### **Broker Commission Agreement**

RE/MAX on the Bay, 61 Pennsylvania Ave, Niantic, CT, Selling Broker,
And William Pitt Sotheby's Int'l, 24 Pennsylvania Ave, Niantic, CT, Listing Broker,
regarding certain property known as: 3 Deborah St, Waterford, Ct

RE/MAX on the Bay and William Pitt Sotheby's agree to the following:

The Selling Broker Commission due at closing for the sale of the above property shall be reduced from 2.75% to 1% of the purchase price.

Deborah Fountain	dotloop verified 06/29/22 2:50 PM EDT GJJE-P4XD-IWFP-BEP3	Nation Gaud		
Listing Broke	r or Agent	Selling Broker or Agent		
6/29/2022		06/29/22		
Date		Date		

#### UNITED STATES BANKRUPTCY COURT DISTRICT OF CONNECTICUT HARTFORD DIVISION

IN RE:

DAVID BOUFFARD, : CHAPTER 13

Debtor

DAVID BOUFFARD : CASE NO.: 16-21628

Debtor

VS.

: August 19, 2022

BANK OF AMERICA,

Respondent :

DAVID BOUFFARD

Debtor

VS.

NATIONSTAR MORTGAGE LLC d/b/a Mr. Cooper,

Respondent

Roberta Napolitano, Trustee

#### **CERTIFICATION OF SERVICE**

The undersigned hereby certifies that on the 19<sup>th</sup> day of August, 2022, in accordance with applicable law and the Court's Order of August 19, 2022, I served VIA THE Court's CM/ECF electronic service on all parties qualified to receive electronic notice, or sent by first class mail, postage prepaid, as indicated, the following documents upon the entities

listed below (constituting all entities entitled to notice): Service of the Notice of Order Granting Motion for Private Sale of Estate Property, Attachments thereto (Purchase & Sale Agreement & Certificate of Service) upon

Roberta Napolitano, Trustee rnapolitano@ch13rn.com

By Electronic Filing

Office of the US Trustee
<u>Ustpregional102.nh.ecf@usdoj.gov</u> **By Electronic Filing** 

Victoria L. Forcella on behalf of Creditor Bank of America, NA (former secured creditor) vforcella@huntleibert.com, bankruptcy@huntleibert.com

By Electronic Filing

Maria A. Santos on behalf of Creditor State of CT, Dept. of Rev. Services (priority creditor) Maria.santos@ct.gov

By Electronic Filing

Linda St. Pierre on behalf of Creditor Bank of America, NA (former secured creditor)

<u>bankruptcyecfmail@mccalla.com</u>, <u>Linda.St.Pierre@mccalla.com</u>; <u>mccallaecf@ecf.courtdrive.com</u> **By Electronic Filing** 

Tracy F. Allen on behalf of Creditor Bank of America, NA (former secured creditor) <a href="mailto:BKECF@bmpc-law.com">BKECF@bmpc-law.com</a>

By Electronic Filing

Marcus E. Pratt (attorney secured creditor) bankruptcy@kordeassociates.com

By Electronic Filing

This is to certify that a copy hereof was mailed, postage prepaid, or as otherwise indicated, on the above date, to the following:

David Bouffard 3 Deborah Street Waterford, Ct. 06385 (Debtor) John P. Kamishlian 3 Deborah Street Waterford, Ct. 06385 (Co-owner R.E.)

Internal Revenue Service Attn: President/Officer/Treasurer/Manager PO Box 7346 Philadelphia, PA 19101-7346 (Priority Creditor)

Capital One Bank (USA), N.A. Attn: President PO Box 71083 Charlotte, NC 28272-1083 (Unsecured Creditor)

Capital One Attn: President PO Box 30285 Salt Lake city, UT 84130-0285 (Unsecured Creditor)

Capital One Bank, N.A. c/o Beckett and Lee LLP Attn: President/Manager PO Box 3001 Malvern, PA 19355-0701 (Attorney unsecured creditor)

Capital One Bank (USA), N.A. Attn: President 15000 Capital One Drive Richmond, VA 23238 (Unsecured Creditor) Navy Federal Credit Union Attn: President/manager PO Box 3000 Merrifield, VA 22119 (Unsecured Creditor)

CBNA
Attn: President
PO Box 6497
Sioux Falls, SD 57117-6497
(Unsecured Creditor)

Bank of America Attn: President PO Box 31785 Tampa, FLA 33631-3785 (secured creditor)

Bank of America N.A c/o Linda St. Pierre, Esq. Hunt Leibert Jacobson, PC Attn: President/Manager 50 Weston St. Hartford, CT 06120-1504 (secured creditor)

Connecticut Dept. of Revenue Services Collections Unit, Bankruptcy Team Attn: President/Manager 450 Columbus Blvd., Ste. 1 Hartford, CT 06103-1837 (priority and unsecured creditor)

State of CT Connecticut Dept. of Revenue Services c/o Maria A. Santos, Esq., Asst. Attorney General Attn: President/Manager PO Box 120 55 Elm St., Fourth fl. Hartford, CT 06141-0120 (attorney for priority and unsecured creditor)

Friedman and Wexler, LLC Attn: President/Manager 500 West Kadison St., Ste. 450 Chicago, Ill. 60661-2767 (unsecured creditor rep.)

Rewards Network Establishment Services Inc. Attn: President 2 N. Riverside Plaza, Suite 200 Chicago, ILL 60606 (unsecured creditor)

Leslie Timmons and Deb Fountain c/o William Pitt Sotheby Int'l Attn: President/Manager 24 Pennsylvania Ave. Niantic, Ct. 06357 (R.E. agent(s))

Joel M. Jollies Attn: President/Manager PO Box 185418 Hamden, CT 06518-0418 (unsecured creditor)

Brendan P. McKeever, c/o McKeever & McKeever Attn: President/Manager 81 Pennsylvania Ave.
Niantic, CT. 06357
(R.E. attorney)

Portfolio Recovery Associates, LLC Attn: President/Manager POB 41067 Norfolk, VA 23541 (unsecured creditor) Attorney General of the United States U.S. Department of Justice Attn: President/Manager/Officer 950 Pennsylvania Ave. Washington, D.C. 20530-0001

Civil Process Clerk United States Attorney's Office 157 Church St., 25<sup>th</sup> Floor New Haven, CT 06510 Attn: President

Kohls/Capone Attn: President N56 W 17000 Ridgewood Drive Menomonee Falls, WI 53051 (unsecured creditor)

Orange Lake/Wilson RE
Aka Orange Lake Country Club, Inc.
Attn: President
8505 W Irlo Bronson Memorial Hwy.
Kissimmee, Fla. 34747
(time share creditor)

Nationstar Mortgage LLC, Dba Mr. Cooper Attn: President/Manager PO Box 619096 Dallas, TX 75261-9741 (secured creditor)

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