

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In re: JOHN A. SAKON <p align="right">Debtor(s).</p>	CASE NO: 19-21619 CHAPTER: 7
Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address: Andrea M. O'Connor, Esq. (431910) Fitzgerald Law, P.C., 46 Center Square East Longmeadow, MA 01028 413-486-1110/amo@fitzgeraldpc.com <input checked="" type="checkbox"/> <i>Attorney for:</i> Trustee Bonnie C. Mangan <input type="checkbox"/> <i>Individual appearing without attorney</i>	<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>

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:

Real property known as 2B Griswold Street, 8E Main Street, and 131 Griswold Street, Glastonbury, Connecticut 06033

Public Sale/Auction Information:

Date of Public Sale/Auction:	August 2, 2023	Time of Public Sale/Auction:	12:00 p.m.
Location of Public Sale/Auction:	U.S. Bankruptcy Court, 450 Main St, 7th Floor, Hartford, CT 06103		

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: July 24, 2023
 Last date to submit Overbids to Public Sale/Auction: July 31, 2023 at 4:30 p.m. EST
 Hearing Date and Time regarding Public Sale/Auction: August 2, 2023 at 2:00 p.m.

 Location of hearing: U.S. Bankruptcy Court
 450 Main St., 7th Floor
 Hartford, CT 06103

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:

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

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

Andrew Filler Avison Young 225 Asylum Street, 16th Floor Hartford, CT 06108 860-327-8302/andrew.filler@avisonyoung.com	Andrea M. O'Connor, Esq. Fitzgerald Law, P.C. 46 Center Square East Longmeadow, MA 01028 413-486-1110/amo@fitzgeraldpc.com
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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.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
HARTFORD DIVISION

)	CHAPTER 7
IN RE:)	
)	CASE NO. 19-21619 (JJT)
JOHN ALAN SAKON,)	
)	
Debtor.)	
)	
)	
BONNIE C. MANGAN, CH. 7 TRUSTEE,)	
)	
Movant,)	
)	
v.)	
)	
TOWN OF GLASTONBURY,)	
MAIN ST GROUP LLC,)	
HOC HOLDINGS, LLC,)	
RED DOOR CONSTRUCTION, LLC)	
JAMEEL B. MADHANI,)	
SUPERIOR PRODUCTS DISTRIBUTORS,)	
INC. AND JOHN ALAN SAKON)	
)	
Respondents.)	
)	

SALE PROCEDURES ORDER

Upon that portion (the “**Procedures Motion**”) of the motion (“**Motion**”) ¹ [Doc. I.D. No. 773] of Bonnie C. Mangan, Chapter 7 Trustee (the “**Trustee**”) of the Bankruptcy Estate of John A Sakon (the “**Bankruptcy Estate**”) in the above-captioned Chapter 7 case, for entry of an order (“**Order**”) pursuant to sections 105 and 363 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002(a)(2) and 6004 of the [Federal Rules of Bankruptcy Procedure](#) (“**Bankruptcy Rules**”), and Rules 6004-1 and 6004-2 of the Local Rules of Bankruptcy Procedure of

¹ Any capitalized terms not specifically defined herein are defined in the Motion.

the United States Bankruptcy Court for the District of Connecticut (“**Local Bankruptcy Rules**”) approving the proposed sale procedures (the “**Sale Procedures**”), which are annexed hereto as **Exhibit A**, to be used in connection with the proposed sale (“**Sale**”) of certain real property of the Debtor located in Glastonbury Connecticut as more particularly described in the attached **Exhibit B** (“**Real Property**”) to Main St Group LLC (“**Main St**” or “**Purchaser**”), or to any competing bidder(s) that submits or collectively submit a higher or better offer for the Real Property (the “**Successful Bidder**”); this Court having reviewed the Procedures Motion; this Court having held a hearing on the Procedures Motion on June 1 and June 7, 2023; and, based on the Procedures Motion and the record of the hearing, it now appearing that the relief requested in the Procedures Motion is in the best interest of the Bankruptcy Estate and all parties in interest; and after due deliberation thereon and good cause appearing therefore and no further notice being required, it is hereby

FOUND AND DECREED THAT:

A. This Court has jurisdiction over the Procedures Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of this case and the Procedures Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Procedures Motion are 105 and 363 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004, and Local Bankruptcy Rules 6004-1 and 6004-2.

C. Good and sufficient notice of the relief sought in the Procedures Motion has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief requested in the Procedures Motion has been afforded to all interested persons and entities.

D. The proposed Sale Procedures, as set forth in the Procedures Motion, are good, appropriate, sufficient and are reasonably calculated to provide all interested parties with timely and proper notice of the Sale and the Sale Procedures, and no other or further notice of the Sale of the Real Property or the Sale Procedures, as set forth herein and in the Procedures Motion, is required.

E. The Trustee has articulated good and sufficient reasons for this Court to grant the relief requested in the Procedures Motion, including this Court's approval of the Sale Procedures.

F. The Trustee has articulated good and sufficient reasons for, and the best interests of the Bankruptcy Estate will be served by, this Court scheduling a subsequent hearing to consider whether to grant the remainder of the relief requested in the Motion, including approval of the proposed Sale in accordance with either (i) the Stalking Horse Purchase Agreement,² or (ii) such other agreement by and between the Trustee and the Successful Bidder, in each case, free and clear of, among other things, all liens, including the Junior Liens, claims, encumbrances, and interests, other than the Permitted Encumbrances (collectively, "**Liens, Claims and/or Interests**") (with the same to attach to the proceeds therefrom) pursuant to section 363 of the Bankruptcy Code.

G. The entry of this Order is in the best interests of the Bankruptcy Estate, its creditors, and other parties-in-interest.

H. The Trustee has exercised sound business judgment and presented sound business reasons for approval of the Sale Procedures. The Sale Procedures are reasonably designed to maximize the value to be achieved for the Real Property.

I. For the reasons set forth herein, the Debtor's Objection to the Motion [Doc. I.D. No. 812] is expressly overruled.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Procedures Motion is hereby granted to the extent provided in this Order.

2. Any and all objections, if any, to entry of this Order or to the relief requested in the Procedures Motion that have not been withdrawn, waived, resolved, or settled, and all reservations of rights included therein, are hereby denied and overruled in their entirety.

3. The Sale Procedures are approved in their entirety.

4. Main St is approved as the stalking horse bidder and the Court approves the Trustee entering into the Stalking Horse Purchase Agreement, subject to higher and better offers pursuant to the Sale Procedures.

5. Pursuant to the Stalking Horse Purchase Agreement and this Order, Main St is authorized and directed to promptly advance the Up Front Expenses of \$10,000.00 to the Trustee, which will be credited to the Purchase Price. Unless and until the Trustee closes a sale of the Real Property to Main St, Main St will be entitled to a Chapter 7 administrative claim for its payment of \$10,000.00 in Up Front Expenses to the Trustee.

6. In conjunction with the Court's approval of the Sale Procedures and the Stalking Horse Purchase Agreement, and in exchange for good and sufficient consideration as set forth in the Motion, effective upon entry of this Order, the Trustee (on behalf of the Bankruptcy Estate) has hereby released Main St (and any individuals and entities affiliated with Main St including Griswold-Main LLC, Mithos LLC, Millennium Trust Company, LLC, JCJ Realty 1, LLC, Consoli Bortolan Law Group, LLC, Domenic Carpionato, Louis Proto and John Gagliardi) from any and all claims arising from the Real Property, the Note, the Mortgage, the Main St Foreclosure Action and the Sale, including but not limited to all claims scheduled by

the Debtor on the Revised and Amended Schedule of Potential and Pending Claims against Third Parties [Doc. I.D. No. 689] and Second Revised and Amended Schedule of Potential and Pending Claims Against Third Parties [Doc. I.D. No. 690] (collectively, the “**Released Claims**”), but excluding any obligations for Main St to close and/or fund the Sale if it is the Successful Bidder, provided that Main St has performed its obligations under the Stalking Horse Purchase Agreement and this Order. Notwithstanding this provision, the Trustee’s release of the Released Claims shall become null and void in the event that Main St breaches its obligations under the Stalking Horse Purchase Agreement as defined in the Motion.

7. The Trustee has separately obtained the authority of this Court to retain Avison Young (“**Broker**”) to market the Real Property for potential higher and better offers in accordance with the Listing Agreement.

8. The Trustee shall solicit higher and better offers for the Real Property in accordance with the Sale Procedures.

9. The Trustee shall provide a data room containing information relevant to the Real Property including the Debtor’s Tax Returns so potentially interested bidders may evaluate the Debtor’s taxes for the purpose of calculating the potential tax consequences of a sale. Any potential bidder must execute a non-disclosure and confidentiality agreement provided by the Trustee before accessing the Tax Returns or any other information that contains any social security numbers, account numbers, birth dates, or other sensitive information.

10. All bids for the Real Property must be received by the Trustee by July 31, 2023 at 4:30 p.m. EST (the “**Bid Deadline**”).

11. If the Trustee does not receive any Qualified Bid(s) in addition to the Stalking Horse Purchase Agreement by the Bid Deadline (as defined below), then the Trustee will file a notice of the same and seek the Court’s approval at the Sale Hearing to close the Sale to Main St.

12. If the Trustee receives one or more Qualified Bids in addition to the Stalking Horse Purchase Agreement, then the Trustee will file a notice of same on the docket and an auction shall take place on August 2, 2023 at 12:00 p.m. at the United States Bankruptcy Court for the District of Connecticut, Hartford Division, 450 Main Street, 7th Floor, Hartford, CT 06103.

13. The Court shall conduct the Sale Hearing to approve the Sale on August 2, 2023 at 2:00 p.m.

14. Objections, if any, to the Sale, other than with respect to the relief granted herein, shall (a) be in writing, (b) comply with the Bankruptcy Rules and Federal Rules of Evidence, (c) be accompanied by a memorandum of law advancing any legal authority supporting such objection, and (d) be filed with this Court and served so as to be received no later than July 24, 2023 (the “**Objection Deadline**”) by the Trustee, the United States Trustee, and counsel for Purchaser. Any replies to any timely filed objections will be filed with the Court and served so as to be received no later than July 31, 2023 (the “**Reply Deadline**”). Only timely filed and served responses, objections, and other pleadings will be considered by this Court at the Sale Hearing.

15. Objections to the Sale Hearing shall be limited to any relevant and legally cognizable issues regarding the appropriateness of the Court approving the Sale based upon these approved Sale Procedures. Because interested parties have either not objected to these Sale Procedures and/or their objections have been heard and overruled, this Order shall serve as a bar to the assertion, at the Sale Hearing or any other time hereafter, of any objection to the Sale Procedures or the contemplated transfer of the Real Property free and clear of any liens, claims, encumbrances, and interests, including leasehold possessory interests, other than the permitted exceptions as expressly set forth in the Stalking Horse Purchase Agreement or Model Purchase Agreement.

16. By 4:30 p.m. on August 1, 2023, each party must file a list of exhibits they intend to rely on at the Sale Hearing (other than exhibits related to the operation and outcome of any auction which may be moved into evidence at the time of the Sale Hearing), as well as a list of witnesses they intend to give testimony (if any). Each party must also electronically file copies of any proposed exhibits on the docket by this deadline. Each exhibit shall be appropriately pre-marked so as to facilitate the identity of the party offering those exhibits (e.g., the Debtor's exhibits should be marked as D1, D2, etc.).

17. At the Sale Hearing, the Bankruptcy Court shall allow the parties to present arguments and advance an offer of proof in support of their position. The Court will thereafter assess the need for, or appropriateness of, further evidence or cross-examination.

18. The deposit(s) paid by a bidder or bidders in connection with the Sale Procedures established herein, together with the closing proceeds, shall be deposited into a separate interest bearing account held by the Trustee until such time as this Court orders the distribution of any deposit or closing proceeds.

19. Main St may, pursuant to section 363 of the Bankruptcy Code, exercise its rights to credit bid. No other party holding a lien on the Real Property may credit bid. In the event of a successful bid by Main St, Main St must pay, at closing, any and all liens senior to its lien, but shall take title free and clear of liens except for the Permitted Encumbrances pursuant to 11 U.S.C. § 363(f). The Stalking Horse Purchase Agreement is deemed a Qualified Bid, and Main St is deemed a Qualified Bidder, as defined in the Sale Procedures.

20. The Trustee is authorized to take any and all actions necessary or appropriate to implement the Sale Procedures.

Dated at Hartford, Connecticut this 21st day of June, 2023.

James J. Tancredi
United States Bankruptcy Judge
District of Connecticut



EXHIBIT A
SALE PROCEDURES

a. Qualified Bidders. To be a “**Qualified Bidder**” that can participate in the Auction (defined below), a bidder must first deliver to the Trustee a Qualified Bid.

b. Qualified Bid. A “**Qualified Bid**” for the Real Property must:

i. be irrevocable through the Sale Hearing and in the case of the Second Highest Bid (defined below), such bid shall remain irrevocable through the closing of the sale of the Real Property to the Successful Bidder, unless the Successful Bidder fails to close and the Trustee shall have given notice to the Second Highest Bidder that she has decided to consummate the transaction contemplated by the Second Highest Bid in which case the Second Highest Bid shall remain open through the closing with such Second Highest Bidder;

ii. be submitted to the Trustee prior to the Bid Deadline (defined below);

iii. be based on the Model Bidder Purchase Agreement (the “**Model Agreement**” attached to the Motion as **Exhibit H**) and must include executed transaction documents, signed by an authorized representative of such bidder, pursuant to which the bidder proposes to effectuate an alternative transaction (the “**Modified Purchase Agreement**”);

iv. include a copy of the Modified Purchase Agreement marked against the Model Agreement to show all changes requested by the bidder (a Word document of the Modified Purchase Agreement will be made available for this purpose);

v. offer to purchase all of the Real Property;

vi. be on the same (or better) terms and conditions as those set forth in the Stalking Horse Purchase Agreement, including without limitation, with respect to certainty of closing;

vii. include a bid for a price and under terms which the Trustee believes to be higher or better than the Stalking Horse Bid in cash without any financing, inspection, or permitting conditions. The Minimum Overbid Amount shall be (a) \$8,400,000.00 for an Excluded Buyer, as defined in the Listing Agreement; or (b) \$9,100,000.00 for any other bidder. For clarification, for an offer to be higher and better for the Bankruptcy Estate, the value of the bid must not only exceed the Purchase Price set forth in the Stalking Horse Purchase Agreement, but the bid must provide superior value to the estate by fully satisfying the secured debts of the Town and Main St; repaying the Up

Front Expenses, providing the equivalent Cash Consideration, and providing sufficient cash to fund any additional administrative expenses (such as increased conveyance taxes, capital gains taxes, and Broker Compensation) that may result from the sale price at the purchase price proposed by the bidder;

viii. be accompanied by a deposit (the “**Bid Deposit**”) in an amount equal to at least 10% of the purchase price proposed by the potential bidder, in the form of a wire transfer or bank check payable to the Trustee;

ix. be accompanied by sufficient information, in the Trustee’s sole discretion, to demonstrate that the potential bidder has the financial ability to timely consummate the proposed alternative transaction, including, but not limited to, current bank account statements, current audited financial statements, commitments or other proof of timely available financing, and such other forms of financial disclosure and credit quality in support of the ability to close the alternative transaction (including financial information from any entities that will finance or guarantee the obligations of such potential bidder) as the Trustee may request; and

x. be firm and unconditional and not subject to any contingencies that are not also applicable to the Stalking Horse Purchase Agreement including, without limitation, further due diligence review, permitting contingencies or financing contingencies.

c. The Stalking Horse Bid. Main St Group LLC (“**Main St**”) has offered to purchase the Real Property by paying the Town’s tax liens, credit bidding a portion of its debt and funding a variety of expenses for the benefit of the Bankruptcy Estate and voluntarily subordinating any unpaid portion of its debt to all other stakeholders.

d. Stalking Horse Purchase Agreement. The negotiated purchase and sale agreement between Main St and the Trustee (the “**Stalking Horse Purchase Agreement**”) is deemed a Qualified Bid and Main St is deemed a Qualified Bidder.

i. Up Front Expenses. Main St has advanced the sum of \$10,000.00 (the “**Up Front Expenses**”) to the Trustee to allow the Trustee to fund initial expenses including a tax professional and the obtainment of liability insurance on the Real Property pending a sale. Upon the closing of the Sale, Main St shall have an allowed Chapter 7 administrative claim pursuant to 11 U.S.C. § 503(b) for the Up Front Expenses. In the event that the Trustee consummates the Sale with Main St, its claim for reimbursement of the Up Front Expenses shall be credited to the Purchase Price. In the event that the Trustee consummates the Sale with a Successful Bidder other than Main St, such purchaser other than

Main St will be required to repay Main St the Up Front Expenses upon a sale.

- ii. Closing Expenses. At Closing, Main St has offered to pay the Trustee \$290,000.00 in cash for the benefit of the Bankruptcy Estate, including to fund administrative expenses (collectively, the “**Cash Consideration**”).
- e. Bid Deadline. All bids for the Property must be received by the Trustee by July 31, 2023 at 4:30 p.m. EST.
- f. The Auction. If one or more Qualified Bid, other than the Stalking Horse Purchase Agreement, is received by the Bid Deadline, an auction will be held, in person, at 12:00 p.m. on August 2, 2023, prior to the Sale Hearing (the “**Auction**”) and continued, if necessary, from time to time, to such date(s) and time(s) as the Trustee shall determine. The Auction shall be held at the United States Bankruptcy Court for the District of Connecticut, Hartford Division, 450 Main Street, 7th Floor, Hartford, CT 06103. Only Qualified Bidders will be eligible to participate in the Auction. The Trustee will determine the highest or best Qualifying Bid(s) received prior to the Bid Deadline, and such Qualifying Bid(s) will be the starting bid(s) at the Auction (the “**Starting Auction Bid(s)**”). If the Trustee does not receive any Qualified Bids, no auction will be held, and the Trustee will file a notice of the same promptly after the Bid Deadline, and proceed to the Sale Hearing to approve the Sale to Main St under the terms of the Stalking Horse Purchase Agreement.
- g. Auction Rules. At the Auction, the minimum initial overbid must be, in the aggregate, at least \$100,000 greater than the Starting Auction Bid, and subsequent bids must be at least \$100,000 greater than the prior bid. The Trustee will, from time to time, advise all participants in the Auction as to her determination of the highest or best bid or bids currently offered. The Trustee, in her discretion, may adopt other rules for the Auction that, in her reasonable judgment, will promote the goals of the Auction. All such rules will provide that: (i) the Auction procedures must be fair and open, and (ii) all bids shall be made known to all other participating Qualified Bidders.
- h. Successful Bid. At the conclusion of the Auction, the Trustee will select, subject to the Sale Procedures and the Court’s approval, a bid as the highest or best for the Real Property (the “**Successful Bid**”). The Qualified Bidder(s) submitting the Successful Bid will be the “**Successful Bidder**.” The Trustee will also select an alternate bid, which will become the Successful Bid should the Successful Bidder fail to close the transaction contemplated by the Successful Bid (the “**Second Highest Bid**”). If no Auction is held, the Stalking Horse Purchase Agreement will be the Successful Bid. In determining whether a bid is the Successful Bid, the Trustee shall consider the impact of the administrative costs of any potential bid and the funds

available to benefit unsecured creditors and the Debtor as well as any taxes, interest, or fees that have accrued in connection with the claims secured by the Real Property.

i. Sale Hearing. The Sale Hearing will be held on August 2, 2023 at 2:00 p.m. at the United States Bankruptcy Court for the District of Connecticut, Hartford Division, 450 Main Street, 7th Floor, Hartford, CT 06103. At the Sale Hearing, the Trustee will seek entry of the Sale Order in substantially the form annexed to the Motion as **Exhibit I**.

j. Deposits. Any deposit tendered to the Trustee by the holder of the Successful Bid shall be applied to the Purchase Price at closing of the Sale of the Real Property. The deposit of the holder of the Second Highest Bid shall be held by the Trustee in escrow pending the consummation of the Sale to the Successful Bidder, in which event the deposit shall be returned to the Second Highest Bidder immediately after the closing. In the event that the Sale is closed with the Second Highest Bidder, its deposit shall be applied to the purchase price at closing. The Trustee shall be authorized, without any further Court Order, to return any deposit tendered to the Trustee in connection with any Qualified Bid, except the Successful Bid and the Second Highest Bid, following the Sale Hearing.

EXHIBIT B

PREMISES

Legal Description of Premises

131 Griswold Street (Parcel 1)

All that certain piece or parcel of land as shown on a map entitled "SURVEY OF PROPERTY TO BE ACQUIRED BY JOHN ALAN SAKON DBA SAKON DEVELOPMENT OF 131 GRISWOLD STREET GLASTONBURY, CT. SCALE 1" = 40' JUNE 26, 1984" which survey was prepared and certified by James Sakonchick, to be filed in the Town Clerk's Office of the Town of Glastonbury.

Being more particularly bounded and described as follows:

Beginning at a point in the northerly line of Griswold Street at a monument which monument is located at the intersection of the terminus of the Connecticut Non-Access Highway Line and the northerly street line of Griswold Street; thence running N 21° 59' 40" W, 343.24 feet to an iron pin; thence running along a curve having a delta angle of 140° 31' 58" and a radius of 359 feet for a distance of 90.81 feet; thence running N 63° 03' 18" W, 264.31 feet to an iron pin; thence running N 39° 14' 10" W a distance of 295.47 feet; thence turning and running S 79° 13' 40" W, 76.55 feet; thence turning and running S 5° 53' 09" E, 500.36 feet to an iron pin; thence turning and running N 80° 44' 50" E, 200.06 feet; thence running N 80° 44' 50" E, 241.49 feet to an iron pin; thence running S 21° 59' 40" E, 329.71 feet to a point in the westerly line of Griswold Street; thence turning and running along the westerly line of Griswold Street N 80° 22' 14" E, 51.22 feet to the point and place of beginning.

Together with an Easement from Mary Randazzo, Trustee, to John Alan Sakon dated February 11, 1999, recorded in Volume 1245 at Page 164 of the Glastonbury Land Records:

2938 Main Street (Parcel 2):

**4.922 Acres on the easterly side of Main Street,
known as Main Street Rear (8E Main Street) (Parcel 2)**

a certain piece or parcel of land together with the buildings and improvements thereon, situated in the Town of Glastonbury, County of Hartford and State of Connecticut to the rear of the easterly side of Main Street and being more particularly bounded and described as follows, to wit:

Beginning at a point in the northerly line of land now or formerly of Caroline I. Liebler, which point is two hundred sixty-nine and six one-hundredths (269.06) feet easterly of the easterly line of Main Street as measured along the northerly boundary line of land now or formerly of Raymond N. Carra et al and Caroline I. Liebler and which point also marks the southeasterly corner of land now or formerly of Friendly Ice Cream Corp. of Conn.; thence running N 2° 34' 34" E for a distance of one hundred forty and four one-hundredths (140.04) feet to a point marked by an iron pin; thence running N 87° 25' 26" W for a distance of eighty-four and no one-hundredths (84.00) feet to a point marked by an iron pin, the last two (2) courses and distances being along land now or formerly of Friendly Ice Cream Corp. of Conn.; thence running N 4° 48' 52" E along land now or formerly of Mobil Oil Corp. for a distance of one hundred four and eighty-nine one-hundredths (104.89) feet to a point marked by a merestone; thence running S 87° 30' 25" E along land now or formerly of Thomas G. Manager for a distance of nine hundred twenty and no one-hundredths (920.00) feet to a point marked by an iron pin; thence running S 2° 36' 39" W along land now or formerly of Triad Associates, Inc. for a distance of two hundred forty-five and no one-hundredths (245.00) feet to a point marked by an iron pin; thence running N 87° 30' 25" W along land now or formerly of St. Marks Evangelical Lutheran Church and Edward Waldman et al, partly by each, in all, for a distance of eight hundred eight and seventy-nine one-hundredths (808.79) feet to a point marked by a merestone; thence running N 87° 25' 26" W along other land now or formerly of Caroline I. Liebler, for a distance of thirty-one and fifteen one-hundredths (31.15) feet to the point or place of beginning, containing in all, 4.922 acres, more or less.

Together with all easement rights contained in an Agreement dated December 3, 1979 and recorded in Volume 243 at Page 578 of the Glastonbury Land Records.

Together with an easement between Expressway Associates I and Expressway Associates II, dated August 1, 1985 and recorded August 5, 1985 in Volume 304 at Page 1084 of the Glastonbury Land Records.

Together with an Easement from Marj Randazzo, Trustee, to John Alan Sakon dated February 11, 1999, recorded in Volume 1245 at Page 164 of the Glastonbury Land Records.

Together with a Right of Way Agreement by and between Regional Properties, Inc. and Friendly Ice Cream Corp. of Conn. dated November 6, 1974 and recorded in Volume 204 at Page 175 and in a Supplemental Agreement dated August 1, 1974 and recorded in Volume 205 at Page 928 both of the Glastonbury Land Records. See also Partial Judgement dated January 2, 1991 and recorded in Volume 1371 at Page 325 and Notice of Demand to Perform Deed Covenants dated January 12, 2012 and recorded in Volume 2937 at Page 238, both of the Glastonbury Land Records.

95 Griswold Street (Parcel 3):

1.82 Acres on the northerly side of Griswold Street,
known as Griswold Street Rear (23 Griswold). (Parcel 3)

a certain piece or parcel of land located in the Town of Glastonbury, County of Hartford and State of Connecticut, which parcel of land is hereinafter referred to as the "Premises" and which is more particularly bounded and described as follows, to wit:

Commencing at the Northwest corner of the parcel herein described, thence N 79°-17'-55" E, a distance of 373.56 feet along land of Expressway Associates II to a point; thence S 09°-53'-09" E, a distance of 176.80 feet along land of Expressway Associates I, to a point; thence S 78°-55'-41" W, a distance of 219.62 feet along other land of the Grantor to a point; thence S 09°-43'-30" E, a distance of 91.92 feet along other land of the Grantor to a point; thence S 79°-25'-30" W, a distance of 156.03 feet along land of Richard H. and Edward F. Tomkiewicz to a point; thence N 09°-23'-29" W, a distance of 269.84 feet along land of Brewster Apartments to a point, said point at the point and place of commencement.

Together with an Easement from Mary Randazzo, Trustee, to John Alan Sakon dated February 11, 1999, recorded in Volume 1245 at Page 164 of the Glastonbury Land Records.

Together with the right to tie into a storm sewer line as set forth in a Quit Claim Deed dated and recorded February 9, 1989 in Volume 472 at Page 336 of the Glastonbury Land Records.

CERTIFICATE 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:

46 Center Square, East Longmeadow, MA 01028

A true and correct copy of the foregoing document entitled NOTICE OF ORDER GRANTING MOTION FOR PUBLIC SALE OF ESTATE PROPERTY was served in the manner stated below:

1. SERVED 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 using the Court's CM/ECF system via NEF with an embedded hyperlink to the document. On (date) July 13, 2023, I will confirm the CM/ECF docket for this bankruptcy case or adversary proceeding and will confirm that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See attached.

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) July 13, 2023, 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:

See attached.

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.

July 13, 2023
Date

Andrea M. O'Connor
Printed Name

/s/ Andrea M. O'Connor
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
FOR THE DISTRICT OF CONNECTICUT

In re)	Chapter 7, No. 19-21619-JJT
JOHN A. SAKON)	
)	
Debtor)	

CERTIFICATE OF SERVICE

I, ANDREA M. O'CONNOR, do hereby certify that, on July 13, 2023, upon receipt of the Notice of Electronic Service of the pleading, a copy of the attached Notice of Order Granting Motion shall be served upon the parties below:

By CM/ECF Notice:

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Dated: July 13, 2023

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