

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In re: David E. Moskow <p align="right">Debtor(s).</p>	CASE NO: 20-20109 CHAPTER: 13
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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address: Gregory F. Arcaro, Esq. (ct19781), Grafstein & Arcaro, LLC 114 West Main Street, Suite 105, New Britain, CT 06051 (860) 674-8003 garcaro@grafsteinlaw.com <input checked="" type="checkbox"/> <i>Attorney for:</i> David E. Moskow <input type="checkbox"/> <i>Individual appearing without attorney</i>	<p><u>NOTICE OF PROPOSED PRIVATE SALE OF ESTATE PROPERTY</u></p> <p><u>D. CONN. BANKR. L. R. 6004-1(a)</u></p>
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INSTRUCTIONS FOR COMPLETING AND FILING THIS NOTICE

1. This Notice shall only be used when *the party proposing to sell the property is not seeking a hearing*, although a hearing will be held if an objection is filed or if the Court decides to proceed with a hearing.
2. This Notice shall be completed and filed in accordance with Fed. R. Bankr. P. 6004(a), (b), and (d), and D. Conn. Bankr. L. R. 6004-1(a), and shall *only* be completed and filed:
 - (a) For real property, after a Motion is granted authorizing the proposed sale of Real Property by private sale and if conditions in (b) apply; or
 - (b) If a party proposes to sell estate property without filing a Motion to Sell Estate Property, a Motion to Sell Free and Clear of Liens, or a Motion to Approve Sale Procedures, and an Order regarding the Proposed Sale is not required.
3. Before completing and filing this Notice, you must obtain a Hearing Date and Time and an Objection Deadline date to include in this Notice by contacting the appropriate Courtroom Deputy using the applicable e-mail address:
 CourtroomDeputy_Bridgeport@ctb.uscourts.gov - CourtroomDeputy_Hartford@ctb.uscourts.gov - CourtroomDeputy_NewHaven@ctb.uscourts.gov

Description of property to be sold (use additional paper, if more space is needed):	
472 Stanley Drive, Glastonbury, Connecticut	

Proposed Private Sale Information:

Date of Proposed Private Sale:	January 21, 2023	Time of Proposed Private Sale:	12:00pm
Location of Proposed Private Sale:	Offices of attorney for the Buyers - TBD		

<p>Objection Deadline and Hearing Information:</p> <p>*Last date to file Objections to Proposed Private Sale: <u>January 5, 2023</u></p> <p>*Hearing Date and Time regarding Proposed Private Sale: <u>January 12, 2023</u> at <u>11:00 AM</u></p> <p>Location of hearing: U.S. Bankruptcy Court 450 Main St., 7th Floor, Hartford, CT 06103</p>	<p>* Hearing when objection filed: A hearing on any objection to the Notice of Proposed Private Sale shall be held on the Hearing Date and Time listed in this Notice.</p> <p>* Hearing when no objection filed: If no objection to the Notice of Proposed Private Sale is filed, the Court may require that a hearing on the Notice of Proposed Private Sale be held on the Hearing Date and Time listed in this Notice.</p> <p>See Local Rules of Bankruptcy Procedure, Appendix M. Parties are encouraged to review the docket of this case or contact the Clerk's Office to determine if a hearing on the Notice of Proposed Private Sale will be held on the Hearing Date and Time listed in this Notice.</p>
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Pursuant to D. Conn. Bankr. L.R. 6004-1(a), 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.

Proposed Private Sale price:

Terms and conditions of Proposed Private Sale, including information about how to register as a bidder:

- See attached Purchase and Sale Agreement dated December 8, 2022
- Sale proceeds of not more than \$60,000.00 to be paid to the Chapter 13 Trustee to satisfy remaining amount due under confirmed Chapter 13 Plan
- See attached ORDER GRANTING MOTION FOR PERMISSION TO SELL ESTATE PROPERTY AT PRIVATE SALE AND ESTABLISHING SALE PROCEDURES dated October 14, 2022 (ECF No. 114) for additional terms of sale and sale procedures

Contact person for Proposed Private Sale (*include name, address, telephone, fax and/or email address*):

Gregory F. Arcaro, Esq. (ct19781)
Grafstein & Arcaro, LLC
114 West Main Street, Suite 105
New Britain, CT 06051
(860) 674-8003
garcaro@grafsteinlaw.com

Date:

Pursuant to D. Conn. Bankr. L.R. 6004-1(a), 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:

Gregory F. Arcaro, Esq. Grafstein & Arcaro, LLC, 114 West Main Street, Suite 105, New Britain, CT 06051
(860) 674-8003
(860) 676-9168 Fax
garcaro@grafsteinlaw.com

A true and correct copy of the foregoing document entitled: **NOTICE OF PROPOSED PRIVATE SALE OF ESTATE PROPERTY** was served on (date) **December 12, 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) December 12, 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:

See Attached Electronic Service List

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) December 12, 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:

See Attached Mail Service List

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:

Not Applicable

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.

December 12, 2022
Date

Gregory F. Arcaro
Printed Name

/s/ Gregory F. Arcaro
Signature

Pursuant to D. Conn. Bankr. L.R. 6004-1(a), 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

DAVID MOSKOW : CHAPTER 13
DEBTOR : CASE NO. 20-20109 JJT
:

ELECTRONIC SERVICE LIST

Andrew P. Barsom, Esq. on behalf of Creditor Webster Bank, N.A.
abarsom@gllawgroup.com

Patrick Crook, Esq. on behalf of Trustee Roberta Napolitano
pcrook@ch13rn.com

Deborah L. Dorio, Esq. on behalf of Creditor Webster Bank, N.A.
ddorio@gllawgroup.com

Roberta Napolitano, Trustee
notices@ch13rn.com, rnapolitano13@ecf.epiqsystems.com

Roberta Napolitano, Trustee on behalf of Trustee Roberta Napolitano
notices@ch13rn.com, rnapolitano13@ecf.epiqsystems.com

Office of the United States Trustee
USTPRegion02.NH.ECF@USDOJ.GOV

Mail Service List

Coldwell Banker
119 Hebron Avenue
Glastonbury, CT 06033-4223

Kane, Hartley & Kane, PC
Old Turnpike Corners
972 New London Turnpike
Glastonbury, CT 06033-3024

American Express National Bank
c/o Becket and Lee LLP
Attn: Counsel
PO Box 3001
Malvern PA 19355-0701

Rosemarie Moskow
412 Beacon Lane
East Lyme, CT 06333-1771

Bank of America, N.A.
Attn: President
P O Box 982284
El Paso, TX 79998-2284

David E. Moskow, D.M.D., LLC
472 Stanley Drive
Glastonbury, CT 06033-2624

David E Moskow
472 Stanley Drive
Glastonbury, CT 06033-2624

Synchrony Bank/Sams Club
Attn: President
PO Box 965005
Orlando, FL 32896-5005



REAL ESTATE PURCHASE CONTRACT
Connecticut REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

1. Parties

Buyer Alicia Rodriguez Gerinaldy De Los Santos
Name(s)
96 Fairview Drive Wethersfield CT 06109
Address
Seller Rosemarie Moskow David Moskow
Name(s)
472 Stanley Drive Glastonbury CT 06033
Address

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as

472 Stanley Drive Glastonbury, CT 06033 ("Property").
Number Street Town Zip Code

3. Fixtures and Personal Property. Except as specifically indicated below or on the attached Property Inclusions/Exclusions Rider (if checked), all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale. Included as fixtures in this sale as part of the 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 house and other outbuildings, mantels, flagpoles, alarm system and codes, swimming pool and swimming pool pumps and equipment (if any), garbage disposal, garage door openers, central air conditioning equipment, and built-in dishwashers. No part of the purchase price below is assigned to any personal property or fixtures.

[X] See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN):

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN):

4 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

4. Price. The total purchase price is \$ 620,000.00
(a) Buyer shall make the following deposit, by personal check, cashier's check or certified funds, subject to collection, upon receipt of this fully executed Contract, but no later than three (3) calendar days thereafter. Deposit to be applied to the total purchase price. If this deposit is not paid by Buyer by the stated time, Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder: 15,000.00
(b) Buyer will make the following additional deposit by cashier's check or certified funds on or before calendar days after the date that this Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection:
(c) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately:
(d) Seller will take back a purchase money note and mortgage as described in the attached rider:
(e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5: 496,000.00
(f) Buyer will pay the following balance at the closing by cashier's or certified check: 109,000.00
(g) TOTAL (If the total shown in 4(g) exceeds the total purchase price, the excess shall be returned to Buyer at closing. \$ 620,000.00

Buyer Initial [AR] [GLS] Date 12/07/2022 Seller Initial [DM] [RM] Date 12/08/2022



THE FOLLOWING MORTGAGE CONTINGENCY IS NOT APPLICABLE UNLESS FILLED IN

5. **Mortgage Contingency.** N/A – No Mortgage, this is a Cash Transaction
 N/A – Mortgage Contingency Waived
 Mortgage Contingency (AS PROVIDED BELOW)

Buyer will make prompt and diligent efforts to obtain a written commitment for a mortgage loan ("Mortgage") from a bank or other institutional lender on or before 12/28/2022 ("Mortgage Contingency Date"). Buyer will provide Seller and Broker, not later than the Mortgage Contingency Date, with a copy of any written commitment for a Mortgage obtained by Buyer including all conditions contained therein. Buyer will pay all application fees, points (not to exceed _____), and other charges in accordance with the policies established by the applicable lender. The Mortgage must be on the following terms:
(a) Amount \$ 496,000.00 (b) Maximum initial interest rate: Prevailing % per annum (c) Minimum term: 30 years
(d) Types of mortgage: CHECK THE FOLLOWING AS APPLICABLE:

- Conventional Fixed Rate CHFA FHA Other: _____
 Conventional Variable Rate VA (Seller will pay termite inspection charges if required by the applicable lender.)

CHECK ONE OF THE FOLLOWING, AS APPLICABLE:

- Buyer represents that upon obtaining Mortgage, Buyer will have sufficient funds to close without the necessity of selling any real estate.
 Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Rider.

If Buyer cannot obtain a written commitment for the Mortgage, Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If Buyer obtains a written commitment but such commitment contains any of the following conditions and such condition(s) has/have not been satisfied on or before the Mortgage Contingency Date: appraisal, initial lender verification of employment, lender verification that Buyer has sufficient funds to close, lender approval of Buyer's creditworthiness, or if applicable, lender approval of common interest community; then Buyer may terminate this Contract by providing Seller and Broker, not later than the Mortgage Contingency Date, with written notice of Buyer's inability to obtain such commitment.

If the reason for Buyer's termination of this Contract is that the lender to which Buyer applied for the Mortgage denied such application, then Seller shall be entitled to request from and receive from Buyer a copy of the adverse action notice which is required to be delivered to the Buyer by such bank or institutional lender under the Fair Credit Reporting Act. If the reason for Buyer's termination of this Contract is that the commitment received by Buyer did not meet the requirements set forth in this paragraph 5, then Buyer shall provide Seller with a copy of such commitment not later than the Mortgage Contingency Date.

If Buyer does not elect to so terminate, then this Contract will remain in full force and effect free of this mortgage contingency, unless Seller, within seven (7) days from the Mortgage Contingency Date, gives written notice to Buyer and Broker that Seller has elected to terminate this Contract as a result of Buyer's inability to obtain such commitment. If either party so terminates this Contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17, the obligations of the parties under this Contract shall end.

6. **Deposit and Escrow of Deposits.** The deposit(s) payable under this Contract shall be made at the time(s) and in the manner specified in paragraph 4, payable to the listing Broker. If any deposit payable under this Contract is not paid by Buyer by the stated time, then Seller at Seller's sole discretion shall have the right to declare Buyer to be in default and terminate this Contract by written notice to Buyer, and Seller shall thereafter be relieved of all obligations hereunder. All deposits will be held in escrow by CHECK ONE listing Broker other _____ (applies only if filled in) in accordance with Connecticut law until: CHECK ONE.

- The earlier of (a) the date on which the Buyer obtains the mortgage commitment described in Section 5, or (b) the eighth (8th) day following the Mortgage Contingency Date.
 Transfer of title unless requested earlier by settlement agent/attorney to satisfy good funds requirement

7. **Closing.** The closing will take place on 1/21/2023 (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. **Possession at Closing; Condition of Property; Risk of Loss.** At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing. In case of any loss or damage, when Seller has not restored the Property substantially to its former condition prior to closing, one of the following shall occur at Buyer's option: either (a) the Seller shall pay over or assign to the Buyer all sums recovered on account of said insurance upon Buyer's payment of the balance of the Purchase Price to Seller, or (b) the Buyer may terminate this Agreement and the deposits shall be refunded to the Buyer.

Buyer Initial AR GLS Date 12/07/2022 Seller Initial DM RM Date 12/08/2022



9. Other Conditions.

Subject to approval by the bankruptcy court.

10. Title. Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price: _____.
Sewer and water liens will not be assumed by buyer unless specifically stated here:

Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

11. Adjustments. Adjustments for taxes, association fees, rents, rental security deposits, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. Default; Liquidated Damages; Remedies. If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. Complete Agreement. This Contract, including riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This contract may only be amended by a writing signed by all parties.

14. Assignability. Buyer may only assign its rights under this Contract by mutual written consent of both parties.

15. Survival. This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. Equal Housing Rights. Buyer acknowledges that he/she is aware of his/her right to be shown any home within his/her price range in any area specified by Buyer and which is available to the REALTOR® in the area in which he/she is licensed.

17. Home, Pest and Environmental Inspection/Tests. Buyer acknowledges that Buyer has the opportunity to make a full and complete inspection of the Property and other improvements, to the extent desired by Buyer. If Buyer elects to make a less than thorough inspection, Buyer waives any right to object to any defects in the Property and other improvements that would have been disclosed by a full and complete inspection. Buyer has the right to have the lead inspection or risk assessment described below (unless voluntarily waived by Buyer) and the other inspections checked below performed on the Property.

Buyer waives inspections under this section

Buyer elects the following inspection(s):

[Applicable Only If Checked]

A HOME INSPECTION performed by an engineer licensed by the State of Connecticut or a home inspection service licensed by the State of Connecticut determining whether or not the buildings and other improvements located on the Property are structurally sound and whether or not the mechanical, electrical and plumbing systems of any of the buildings are in good repair.

Buyer Initial AR GLS Date 12/07/2022

Seller Initial DM RM Date 12/08/2022



A TERMITE OR WOOD DESTROYING INSECT INSPECTION performed by a licensed exterminator or inspection service licensed by the State of Connecticut and determining whether or not the buildings on the Property are infested by termites or wood-boring insects and whether or not the buildings on the Property are damaged as a result of such infestation.

OTHER INSPECTIONS/TESTS of the buildings located on the Property for asbestos; radon; mold; and **Septic inspection only** _____ (other(s)), performed by a licensed inspector or inspection service licensed by the State of Connecticut, the results of which are satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any inspection and/or test.

Buyer must arrange and pay for all inspections including any additional inspections recommended by the inspector (except if the mortgage described in paragraph 5 is VA, Seller will pay termite inspection charges to the extent required by the applicable lender). Buyer must give Seller written notice of any inspection that does not meet the standards set forth above together with a copy of the relevant pages of the inspection report, on or before 7 calendar days after the date that this Contract is fully executed (Inspection Contingency Date). If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph 17 applies. At Buyer's sole cost and expense, Buyer shall restore the Property to substantially the same condition it was in immediately before any inspections.

If an inspection report given by Buyer to Seller on or before the Inspection Contingency Date reveals that the Property or other improvements do not meet the terms set forth above, then Buyer may, at Buyer's option, terminate this Contract by giving Seller written notice of termination no later than the Inspection Contingency Date. Alternatively, Buyer may give Seller the option to correct the conditions that are unacceptable to Buyer. If Seller and Buyer cannot reach a mutually satisfactory written agreement regarding the correction of these matters, then Buyer may terminate this Contract by giving Seller written notice of termination no later than 5 calendar days after the Inspection Contingency Date. Failure by Buyer to so terminate relieves Seller from all responsibility and obligation concerning any condition to which this paragraph 17 applies. If Buyer terminates this Contract pursuant to Buyer's rights under this paragraph 17, Buyer shall receive all deposited sums and the obligations of the parties under this Contract shall end, except with respect to the obligations under this paragraph 17.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to any defects in the Property or the cost of addressing any environmental condition in the Property of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release and the obligations and agreements of Buyer contained in this paragraph 17 shall survive the deed and the termination of this Contract.

In completing paragraph 17, Buyer and Seller understand that: 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.

BUYER MAY CONDUCT AN INSPECTION OR RISK ASSESSMENT (as defined by federal law) by a licensed environmental inspector or recognized inspection service for lead-based paint and lead based paint hazards in the Property (as those terms are defined by federal regulation) within the time period stated in paragraph 17, with the results being satisfactory to Buyer, provided that Buyer's determination is reasonable in view of the written report of any such inspection. Buyer may waive this right by completing the WAIVER below (if applicable, Buyer executed HUD notice on lead-based substances, attached).

WAIVER. By initialing here: AR GLS, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards in the Property. Seller acknowledges such waiver by initialing here: _____

18. Riders. The riders which are checked below and which are attached to the Contract are made part of this Contract.

APPLICABLE ONLY IF CHECKED

RIDERS:

- Appraisal As Is Attorney Approval Combined Contingency Addendum Common Interest Community Rider Insulation(New Homes only) Perc/Pit Test Sale of Buyer's Residence Contingency (AKA Hubbard)
- Sale of Buyer's Residence Contingency (Under Contract) Short Sale Septic/Well TRID/CFPB Rider
- Other _____

Buyer Initial AR GLS Date 12/07/2022

Seller Initial DM RM Date 12/08/2022



19. (a) **Property Condition Disclosure Report.** To the extent required by Section 20-327b of the Connecticut General Statutes, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing.

(b) **Smoke and Carbon Monoxide Detectors.** In the event the Property is a one or two family residence and Seller fails to provide Buyer at closing with an affidavit concerning smoke and carbon monoxide detectors required by Section 29-453 of the Connecticut General Statutes, Seller shall credit Buyer with the sum of \$250 at closing unless the transaction is otherwise exempted under subsection (e) of such Act.

20. **Notices to Buyer.** (a) **Lists of Hazardous Waste Sites.** Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Energy and Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) **Lists of Properties where Shooting Sports Conducted.** Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) **Information Concerning Environmental Matters.** Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) **Educational Material Concerning Well Water Testing.** If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

21. **Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use: _____ Seller elects to use: _____
Fax: Fax number is: _____ Fax: Fax number is: _____
x Email: Email address is: axhania83@gmail.com Email: Email address is: _____

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

22. **Broker(s).** Buyer and Seller recognize eXp Realty (firm name) and Coldwell Banker Realty (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

BUYER
Alicia Rodriguez
Alicia Rodriguez
Gerinaldy De Los Santos
Gerinaldy De Los Santos
Date: 12/07/2022

SELLER
Authenticat
Rosemarie Moskow
Rosemarie Moskow
David Moskow
David Moskow
Date: _____



Property Address: 472 Stanley Drive Glastonbury Sale of Buyer's Property Contingency Rider page ____ of ____
CT 06033



RIDER
REAL ESTATE PURCHASE CONTRACT
Connecticut REALTORS®, Inc.

SALE OF BUYER'S PROPERTY CONTINGENCY (UNDER CONTRACT)

Buyer represents that Buyer has entered into a contract dated 10/30/2022

to sell Buyer's property located at 96 Fairview Drive Wethersfield CT 06109

with a Contract closing date of 12/16/2022.

Buyer shall provide Seller with written notice that the contingencies contained in the above referenced contract have been satisfied by 01/06/2023 (time being of the essence). If such contingencies have not been satisfied on or before such date, then Buyer may terminate the Contract by providing Seller and Broker with written notice of Buyer's election to so terminate.

If the above referenced contract is in default or terminated on or before the contingency date stated above, Buyer shall notify Seller of such default or termination in writing within twenty-four (24) hours and either Seller or Buyer may terminate the Contract by written notice to the other within seven (7) days thereafter.

If Buyer does not provide such written notice or elect to so terminate, then this contract will remain in full force and effect free of this property sale contingency, unless Seller, within seven (7) days from the date set forth in the previous paragraph, gives written notice to Buyer and Broker that Seller has elected to terminate the Contract. If either party so terminates this contract, then all deposits will be returned to Buyer, and, except as provided in paragraph 17 of the Contract, the obligations of the parties under this Contract shall end.

Note that the Contract associated with this Rider remains in full force and effect as a valid and binding agreement unless and until it is terminated in accordance with the provisions of this Rider. As a result, any additional offers received while a Contract including this Rider is in effect may only be considered to be back-up offers.

BUYER: *Alicia Rodriguez* DATE: 12/07/2022
Authentisign

BUYER: *Gerinaldy De Los Santos* DATE: 12/07/2022
Authentisign
Alicia Rodriguez
Gerinaldy De Los Santos

SELLER: *Rosemarie Moskow* DATE: 12/08/2022
Authentisign
12/8/2022 9:59:52 AM EST

SELLER: *David Moskow* DATE: 12/08/2022
Authentisign
Rosemarie Moskow
David Moskow
12/8/2022 10:28:13 AM EST



Property Address: 472 Stanley Drive Glastonbury CT 06033 "As Is" Rider page ____ of ____



**"AS IS" RIDER
REAL ESTATE PURCHASE CONTRACT
Connecticut REALTORS®, Inc.**



1. Seller is selling the Property and the improvements and personal property included in this Contract "as is," in the condition they were in on the date of this Contract, subject to ordinary wear and use. Seller hereby declares to Buyer that Seller does not intend to correct or pay for the correction of (whether directly or by way of a credit to Buyer) any conditions described in any tests or reports which may be obtained by Buyer in accordance with this Contract.
2. Notwithstanding the foregoing, Buyer retains Buyer's rights to inspections or tests under paragraphs 17 and 18 of this Contract, if any. Buyer retains Buyer's rights to terminate this Contract on account of the results of such inspections or tests and to have all deposits returned to Buyer in the event of such termination.

BUYER

Authentisign
Alicia Rodriguez 12/07/2022

Alicia Rodriguez
Gerinaldy De Los Santos 12/07/2022

Gerinaldy De Los Santos
 Date: _____

SELLER

Authentisign
Rosemarie Moskow
 12/8/2022 9:59:55 AM EST

Rosemarie Moskow
David Moskow
 12/8/2022 10:28:15 AM EST

David Moskow
 Date: _____





**SEPTIC/WELL RIDER
REAL ESTATE PURCHASE CONTRACT
Connecticut REALTORS®**



General Provisions

Seller shall grant reasonable access to the property to Buyer and Buyer's inspectors and laboratories for the purpose of conducting the inspections and taking samples to perform tests required by this Rider. If Buyer does not give Seller the written notice required by this Rider on or before the applicable Contingency Date(s), Seller shall have no responsibility or obligation concerning any condition to which this Rider applies. In the event that the Agreement becomes null and void for any reasons set forth in this Rider, all monies paid as deposit(s) shall be promptly returned to Buyer and neither party shall have any further obligation to the other under this Contract. Seller and Buyer agree to provide such written permissions for release of escrow monies as required by law or as escrow agent may reasonably require. The parties agree that escrow agent shall not be liable for the release of escrow monies in accordance with this Rider or for errors of judgment in the release of escrowed deposits unless such errors are the result of gross or intentional misconduct.

In consideration of the rights of inspection, and whether Buyer exercises such rights or not, Buyer hereby releases Seller, Broker and Co-Broker (if any) from any and all liability related to the conditions included in this Rider of which Seller, Broker or Co-Broker, as the case may be, had no actual knowledge before the execution of this Contract. This release shall survive delivery of the deed.

(Check the applicable Contingency)

SEPTIC SYSTEM CONTINGENCY

This Contract is contingent upon a satisfactory inspection of the septic system, including all components and leaching field(s) showing results that are satisfactory based on requirements published by the State of Connecticut or municipality in which the property is located, as applicable to the subject property, to be performed by a licensed septic system inspector. Buyer shall arrange and pay for the inspection. Buyer Seller shall pay for digging associated with the inspection. Buyer Seller shall pay for any cleaning or pumping of the septic system that is recommended by the inspector and/or that is required in order to perform the inspection. Seller shall pay for retrofitting the septic tank with a riser if a riser is required under the Connecticut Public Health Code (PHC). However, if the system has been pumped within six (6) months prior to the date of the inspection, Buyer shall pay to have the subsurface sewage disposal system pumped if necessary, to perform the inspection.

A report of the inspection shall be completed within 7 calendar days after the date that this contract is fully executed (Contingency Date). If the report reveals that the septic system is not in proper working condition, then Buyer shall immediately provide Seller with a copy of the entire report and any repair requests. If Seller and Buyer cannot come to a mutually satisfactory agreement concerning repairs to the septic system and any restoration of the leaching area needed as a result of such repairs, then Buyer may terminate this Contract by giving Seller and Broker written notice within five (5) calendar days of the Contingency Date above.

Pursuant to section 19-13-B103d(b) of the PHC and Subsection X of the "Technical Standards for Subsurface Sewage Disposal Systems" published by the Commissioner of Public Health, discharges of wastewaters from water treatment systems (e.g., water softeners, iron or manganese removal filters) to surface waters, sanitary sewer systems, subsurface sewage disposal systems or to the ground surface are prohibited unless otherwise authorized by the Department of Energy and Environmental Protection (DEEP).

Other tests or inspections deemed necessary by municipality, inspector or lender.



WELL INSPECTION CONTINGENCY

This Contract is contingent upon an inspection of the well water system, including all components and/or a yield test showing results that are satisfactory based on requirements published by the State of Connecticut or municipality in which the property is located, as applicable to the subject property, to be performed by a licensed well inspector at Buyer's expense. The inspection shall be arranged and paid for by Buyer.

A report of the test shall be completed within ____ calendar days after the date that this contract is fully executed (Contingency Date). All tests shall be in conformity with the levels required by the municipal health authority having jurisdiction over the private water supply system, and as required by the Connecticut Public Health Code (PHC). Where the municipal health authority has no guideline or standard for private water supply systems for the item tested, the levels required by the PHC shall be used. Any radon concentration test of a private water well shall meet PHC guidelines indicating the measurement is equal or less than 5,000 pCi/l. If the report reveals that the condition of the well system serving the Property, or the pressure or yield per minute of the water is unsatisfactory, or that any contaminants in the water including Volatile Organic Chemicals, exceed maximum contaminant levels established under the PHC for private water supply systems, then Buyer shall immediately provide Seller with a copy of the entire report. If Seller and Buyer cannot come to a mutually satisfactory agreement concerning any deficiencies noted in such report, then Buyer may terminate this Contract by giving Seller and Broker written notice within five (5) calendar days of the Contingency Date above.

Other tests or inspections deemed necessary by municipality, inspector or lender.

Any inspection of the well system may be subject to Section 19-13-B101(d)(2) of the PHC, which requires that the results of private residential well inspections performed within six (6) months of the sale of property be reported to the municipal public health authority where the property is located.

Pursuant to Connecticut General Statutes Section 19a-37(d), Seller hereby advises Buyer that educational material concerning private well testing is available on the Connecticut Department of Public Health website.

N/A

____ (Buyer Initials) If the property contains a private or semipublic well, Buyer acknowledges receipt of the educational materials prepared by the CT Department of Public Health advising of the importance of well water testing and the website for more information.

Authenticsign
BUYER
Alicia Rodriguez

Authenticsign
Gerinaldy De Los Santos
Alicia Rodriguez
Gerinaldy De Los Santos

Date: 12/07/2022

SELLER

Authenticsign
Rosemarie Moskow
12/8/2022 8:59:03 AM EST

Authenticsign
Rosemarie Moskow
David Moskow
12/8/2022 8:59:03 AM EST
David Moskow
12/08/2022

Date: _____



UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

IN RE : CHAPTER 13
DAVID E. MOSKOW : CASE NUMBER 20-20109 jjt
Debtor :

**ORDER GRANTING MOTION FOR PERMISSION TO SELL ESTATE PROPERTY AT
PRIVATE SALE AND ESTABLISHING SALE PROCEDURES**

A Motion for Permission to Sell Estate Property at Private Sale (ECF No. 78) (the “Motion”) having come before the Court, and after hearing on notice, it is hereby

FOUND THAT cause exists to permit the private sale of the Debtor’s real property located at 472 Stanley Drive, Glastonbury, Connecticut (the “Property”), in exception to L.Bankr.R. 6004-1(a); and accordingly, it is hereby

ORDERED that the Debtor is permitted to enter into a contract for the private sale of the Property for the full listing price of the Property, or more, upon the entry of this Order; and it is further

ORDERED that the Debtor is permitted to enter into a contract for the private sale of the Property for less than the full listing price of the Property provided that, prior to entering into such contract: (1) the Property shall be listed on the Multiple Listing Service (“MLS”) for not less than one (1) week; and (2) the Property shall be made available not less than one time for public, in – person, viewing (i.e. an “open house”) upon not less than forty – eight hours (48) notice to the public. Such open house shall be not less than two (2) hours in duration; and it is further

ORDERED within five (5) business days of the execution of a contract for the sale of the Property, the Debtor shall cause to be filed with the Court a Notice of Proposed Private Sale of Estate Property (Connecticut Local Form: CTB-LF238.A1) (the “Sale Notice”). Attached to the Sale Notice shall be (1) a copy of this Order; (2) a copy of the proposed contract for sale; and it is further

ORDERED that the closing of such sale shall occur only after the later of: (1) the last date to file Objections to Proposed Private Sale if no objections are timely filed; or (2) if timely objections are filed, after the Court authorizes the sale to close after consideration of such objections; and it is further

ORDERED that the Debtor or his agent is authorized to make the following disbursements and pay the same at closing or immediately thereafter once the sale proceeds have cleared:

- A. All ordinary and customary closing costs, including adjustments, recording fees and conveyance taxes as the time of closing;
- B. Real Estate Taxes owed to the Town of Glastonbury, if any;
- C. Mortgage to Webster bank in the approximate amount of \$99,957.56.

AND IT IS FURTHER ORDERED that the Debtor is authorized to take any and all actions and to execute any and all documents necessary and appropriate to effectuate and consummate the terms of said sale of the executing a deed conveying the interest of the Debtor to the buyers; and it is further

ORDERED that Debtor or his agent is permitted to transmit the amount necessary to pay remaining portion of the Debtor's Chapter 13 Plan to the Chapter 13 Trustee in an amount of not more than \$60,000.00; and is further

ORDERED the Debtor's portion (50%) of the remaining sale proceeds shall be held in escrow by Debtor's counsel pending further orders of this Court.

Dated at Hartford, Connecticut this 14th day of October, 2022.


James J. Tancredi
United States Bankruptcy Judge
District of Connecticut