Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY	
Neil Crane, Esq., Juris No. CT14537		
The Law Office of Neil Crane		
2670 Whitney Ave		
Hamden, CT 06518		
Individual appearing without attorney		
Attorney for: The Debtor		
UNITED STATES BANKRUPTCY COURT DISTRICT OF CONNECTICUT		

DISTRICT OF CONNECTICUT

In re:	CASE NO: 20-30263	
Yvonne Broodie	Chapter: 13	
	NOTICE OF SALE OF ESTATE PROPERTY	
Debtor(s).		

Sale Date: September 10, 2021	Time: TBD
Location: 381 Woodtick Road, Waterbury, CT	
Type of Sale: □ Public ⊠ Private * NOTE: Before filing this Notice, you must obtain a hearing date / time and an objection deadline date to include in these fields 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:	 *Last date to file objections: September 2, 2021 *Hearing date and time: 9/9/2021 at 10:00 AM . Hearing when objection filed: A hearing on any objection to the Notice of Sale shall be held on the above referenced date and time. Hearing when no objection filed: If no objection to the Notice of Sale of Estate Property is filed, the Court may require that the hearing scheduled in this Notice be held. See Local Rules of Bankruptcy Procedure, Appendix M. If the hearing will proceed even if no objection is filed, instructions to participate in the hearing will be entered on the docket of the case. Parties are encouraged to review the docket of this case or contact the Clerk's Office to determine if a hearing will proceed.
201 West dial Dead Weterland OT (Deltante	· · · · · · · · · · · · · · · · · · ·

381 Woodtick Road, Waterbury, CT (Debtor's primary residence)

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

Terms and conditions of sale:

See attached purch	ase and sale agreement.	
Proposed sale price:	\$225,000.00	
Overbid procedure (i	f any):	

N/A

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

N/A

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

N/A

Date: August 11, 2021

PROOF OF SERVICE OF NOTICE OF SALE OF ESTATE PROPERTY

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

2679 Whitney Ave, Hamden, CT 06518

In accordance with D. Conn. L. R. 6004-1(a), I certify that I served a true and correct copy of the foregoing document entitled: NOTICE OF SALE OF ESTATE PROPERTY on (date) August 11, 2021 , 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) August 11, 2021 , 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:

U. S. Trustee, Office of the U.S. Trustee Giaimo Federal Building 150 Court Street, Room 302 New Haven, CT 06510

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) August 9, 2021 , 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:

Yvonne Broodie 381 Woodtick Road Waterbury, CT 06705

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:

N/A

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.

August 11, 2021	Neil Crane, Esq.	/s/Neil Crane, Esq.
Date	Printed Name	Signature

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

In Re:	:	CHAPTER 13
	:	
Yvonne Broodie	:	CASE NO. 20-30263
Debtor	:	
	:	
Yvonne Broodie	:	
Movant	•	
v.	•	
v.	•	
Citi Realty Group	•	
Coldwell Banker Realty	•	
•	•	
City of Wallingford, Town Clerk		
State of CT, Department of Revenue Serv	vices :	
The Law Office of Neil Crane	:	
City of Wallingford, Sewer/Water Depart	ment:	
Freedom Mortgage Corporation	:	
Roberta Napolitano, Chapter 13 Trustee	:	
Federal Express	:	
The Respondents	:	
I I I I I I I I I I I I I I I I I I I	•	
Roberta Napolitano	•	
Chapter 13 Trustee	•	Date: August 11, 2021
Chapter 13 Huster	•	Date. August 11, 2021

CERTIFICATION OF SERVICE

The undersigned hereby certifies that on the 11th day of August 2021 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, a copy of Hearing Notice, CT Form: CTB-LF238 Notice of Sale- Estate Property, Motion to Approving Sale of Real Estate Property, Exhibits, Closing Statement, and Proposed Order(s) all as attached hereto upon the following:

U. S. Trustee Office of the U.S. Trustee Giaimo Federal Building 150 Court Street, Room 302 New Haven, CT 06510 VIA ECF Roberta Napolitano, Chapter 13 Trustee 10 Columbus Boulevard, 6th Floor Hartford, CT 06106 VIA ECF

Yvonne Broodie 381 Woodtick Road Waterbury, CT 06705

American Adjustment Bureau Attn: President / Manager 73 Field Street PO Box 2758 Waterbury, CT 06723	(9165584) (cr)
American Crdit Bureau, Inc. Attn: President / Manager Po Box 4545 Boynton Beach, FL 33424	(9165585) (cr)
Arcadia Recovery Bureau LLC Attn: President / Manager PO Box 150506 Hartford, CT 06115-0506	(9165586) (cr)
Bank of America Attn: President / Manager PO Box 15019 Wilmington, DE 19886-5019	(9165587) (cr)
Bank of America, N.A. P O Box 982284 El Paso, TX 79998-2238	(9167520) (cr)
Bureaus Investment Group Portfolio No 15 LLC c/o PRA Receivables Management, LLC PO Box 41021 Norfolk VA 23541	(9183983) (cr)
Capital One Attn: President / Manager PO Box 71083 Charlotte, NC 28272-1083	(9165588) (cr)

(9170526) (cr)

Capital One Bank (USA), N.A. by American InfoSource as agent 4515 N Santa Fe Ave Oklahoma City, OK 73118

Capital One Bank (USA), N.A. by American InfoSource as agent 4515 N Santa Fe Ave Oklahoma City, OK 73118	(9170421) (cr)
Citibank N.A. Attn: President / Manager PO Box 6500 Sioux Falls, SD 57117-6500	(9165589) (cr)
Citibank, N.A. 5800 S Corporate Pl Sioux Falls, SD 57108-5027	(9194030) (cr)
City of Waterbury c/o Kevin J. Daly 235 Grand Street, Third Floor Waterbury, CT 06702	(9175624) (cr)
City of Waterbury Water/Sewer Division Attn: President / Manager 235 Grand Street Waterbury, CT 06708	(9165590) (cr)
City of Waterbury Office of the Tax Collector Attn: President / Manager 235 Grand Street Waterbury, CT 06708	(9165591) (cr)
Comenity Bank Attn: President / Manager Bankruptcy Department PO Box 182125 Columbus, OH 43218-2125	(9165592) (cr)

Connecticut Family Dental Attn: President / Manager 171 Grandview Avenue suite 103 Waterbury, CT 06708	(9165593) (cr)
Convergent Outsourcing, Inc. Attn: President / Manager 800 SW 39th St PO Box 9004 Renton, WA 98057	(9165594) (cr)
Discover Attn: President / Manager PO Box 71084 Charlotte, NC 28272-1084	(9165595) (cr)
Discover Bank Discover Products Inc PO Box 3025 New Albany, OH 43054-3025	(9167938) (cr)
Eastern Account System of CT Attn: President / Manager PO Box 837 Newtown, CT 06470	(9165596) (cr)
FedLoan Servicing Attn: President / Manager PO Box 69184 Harrisburg, PA 17106-9184	(9165597) (cr)
Freedom Mortgage Attn: President / Manager PO Box 85400 Austin, TX 78708	(9165598) (cr)
Freedom Mortgage Corp. c/o Linda St. Pierre, Esq. McCalla Raymer Leibert Pierce, LLC 50 Weston Street Hartford, CT 06120	(9186384) (cr)
Freedom Mortgage Corporation Bankruptcy Department 10500 Kincaid Drive Suite 300 Fishers, IN 46037	(9180396) (cr)

GAP Card Attn: President / Manager PO Box 530942 Atlanta, GA 30353-0942	(9165599) (cr)
GM Financial Attn: President / Manager PO Box 1181145 Arlington, TX 76096	(9165600) (cr)
Greater Waterbury Imaging Ctr Attn: President / Manager PO Box 150473 Dept 335 Hartford, CT 06115-0473	(9165601) (cr)
Home Depot Attn: President / Manager PO Box 9001010 Louisville, KY 40290-1010	(9165602) (cr)
Internal Revenue Service Attn: President / Manager PO Box 7346 Philadelphia, PA 19101-7346	(9165603) (cr)
McCalla Raymer Leibert Pierce Attn: President / Manager 50 Weston Street Hartford, CT 06120	(9165604) (cr)
Medconn Collection Agency Attn: President / Manager 2049 Silas Deane Hwy Suite 305 Rocky Hill, CT 06067-2332	(9165605) (cr)
Nationwide Credit, Inc. Attn: President / Manager P.O. Box 14581 Des Moines, IA 50306-3581	(9165606) (cr)
Navient Attn: President / Manager Claims Department PO Box 9400 Wilkes Barre, PA 18773-9500	(9165607) (cr)

NAVIENT CFC C/O Navient Solutions, LLC. PO BOX 9640 Wilkes-Barre, PA 18773-9640	(9171042) (cr)
PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541	(9165883) (ntcapr)
Radius Global Solutions Attn: President / Manager P.O. Box 390905 Minneapolis, MN 55439	(9165608) (cr)
Santander Consumer Finance Attn: President / Manager PO Box 660633 Dallas, TX 75266-0633	(9165609) (cr)
Santander Consumer USA Inc. c/o Walter J. Onacewicz Law Offices of Nair & Levin, P.C. 707 Bloomfield Avenue Bloomfield, CT 06002	(9269602) (cr)
Santander Consumer USA Inc. c/o Mitchell J. Levine Law Offices of Nair & Levin, P.C. 707 Bloomfield Avenue Bloomfield, CT 06002	(9269601) (cr)
Santander Consumer USA Inc. P.O. Box 961245 Fort Worth, TX 76161-1245	(9182733) (cr)
Santander Consumer USA, Inc. P.O. Box 961245 Fort Worth, TX 76161-1245	(9182701) (cr)
Sensible Attn: President/Manager 275 Middlesex Turnpike Old Saybrook, CT 06475	(9165610) (cr)
Sensible Auto Finance Lillian Rodriguez 26 Mill Plain Rd. Ste 2D Danbury, CT 06811	(9175783) (cr)

Sprint Attn: President / Manager PO Box 4181 Carol Stream, IL 60197-4181	(9165611) (cr)
State of Connecticut - DRS Attn: President / Manager Collections Unit - Bankruptcy 450 Columbus Blvd., Ste. 1 Hartford, CT 06103-1837	(9165612) (cr)
Synchrony Bank c/o PRA Receivables Management, LLC PO Box 41021 Norfolk VA 23541	(9193305) (cr)
Synchrony Bank Attn: President / Manager Bankruptcy Department PO Box 965060 Orlando, FL 32896-5060	(9165613) (cr)
Synchrony Bank/GapCard c/o PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541	(9166078) (cr)
Victoria's Secret Attn: President / Manager PO Box 659728 San Antonio, TX 78265-9728	(9165614) (cr)
Wells Fargo Bank Attn: President / Manager PO Box 5058 Portland, OR 97208-5058	(9165615) (cr)
Wells Fargo Bank, N.A. PO Box 10438, MAC F8235-02F Des Moines, IA 50306-0438	(9187351) (cr)

THE DEBTOR: Yvonne Broodie

By: /s/ Neil Crane

Neil Crane, Esquire LAW OFFICES OF NEIL CRANE, LLC 2679 Whitney Avenue Hamden, CT 06518 Case 20-30263 Doc 75 Filed 08/11/21 Entered 08/11/21 12:23:06 Page 1 of 2

United States Bankruptcy Court

District of Connecticut

In re:

Yvonne Broodie Debtor*

NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing will be held remotely using the ZoomGov platform pursuant to the Court's General Order #4 Regarding Court Operations under the Exigent Circumstances Created by COVID–19, and is scheduled in the above captioned case to be held on **September 9, 2021** at **10:00 AM** to consider and act upon the following matter(s):

Motion to Sell 381 Woodtick Road, Waterbury, CT with Purchase and Sale Agreement, Proposed Closing Statement and Certification of Service Filed by Neil Crane on behalf of Yvonne Broodie, Debtor. (Re: Doc #71)

OBJECTION(S) DUE: September 2, 2021 before 4:00 p.m. Untimely objections may not be considered.

TO THE FILING PARTY: If you or your attorney fail to participate in the above scheduled hearing, the court may enter an order denying the matter(s) identified above.

See below for ZoomGov Connection Instructions to participate via video and/or telephonically.



Case Number: 20–30263 Chapter: 13

Important Policy Notice to the Bar, Public, and Media

Persons granted remote access to hearings and other proceedings held before the Court via ZoomGov, CourtSolutions, CourtCall, or any other remote communication platform, are reminded that pursuant to policy of the Judicial Conference of the United States and D. Conn. Bankr. L. R. 5073–1, it is absolutely prohibited to record, photograph, rebroadcast or retransmit such proceedings (including streaming, screen–shots or any other audio or video reproduction).

A violation of these prohibitions is subject to sanctions, including but not limited to restricted access to future hearings, removal of court issued media credentials, or any other sanctions deemed necessary by the Court.

ZOOMGOV REMOTE HEARING INFORMATION FOR PARTICIPANTS :

If you are the debtor, CM/ECF Filer, or CM/ECF User and will be participating in the above scheduled hearing, at least THREE business days before the scheduled hearing, you must contact the Clerk's Office for instructions to connect to the ZoomGov remote hearing by sending an email to the following court email address: CalendarConnect_NH@ctb.uscourts.gov. If you do not have an email address, you may call the Clerk's Office at (203)773–2009 for the instructions.

PUBLIC ACCESS TO REMOTE HEARING–<u>**LISTEN ONLY</u></u>: If you are <u>not a Remote Hearing Participant</u> but would like to listen to the hearing, please use the court hearing conference line at 1–877–873–8017 and input the Access Code: 9295115 when prompted.</u>**

For further instruction and best practices for appearing remotely utilizing ZoomGov, please find the ZoomGov Guide for Participants on our website at www.ctb.uscourts.gov.

Dated: August 11, 2021

United States Bankruptcy Court District of Connecticut 157 Church Street, 18th Floor New Haven, CT 06510

Pietro Cicolini Clerk of Court

Tel. (203) 773–2009 VCIS* (866) 222–8029 * Voice Case Information System http://www.ctb.uscourts.gov Form 112

UNITED STATES BANKRUPTCY COURT DISTRICT OF CONNECTICUT

In Re:	:	CHAPTER 13
Yvonne Broodie	:	CASE NO. 20-30263
Debtor	:	
Yvonne Broodie	:	
Movant	:	
v.	:	
Citi Realty Group	:	
Coldwell Banker Realty	:	
City of Wallingford, Town Clerk	:	
State of CT, Department of Revenue Serv	vices :	
The Law Office of Neil Crane	:	
City of Wallingford, Sewer/Water Depart	ment:	
Freedom Mortgage Corporation	:	
Roberta Napolitano, Chapter 13 Trustee	:	
Federal Express	:	
The Respondents	:	
Roberta Napolitano	:	
Chapter 13 Trustee	•	Date: August 9, 2021
Chapter 15 Trastee	•	Duio. 1 iugust 7, 2021

MOTION FOR SALE OF REAL ESTATE PROPERTY

Pursuant to 11 USC § 363(b)(1) and Rule 6004 of the Bankruptcy Rules, the Debtor respectfully requests an Order from the Court granting her permission to sell real estate located at 381 Woodtick Road, Waterbury, CT in the amount of \$225,000.00, in an arm's length transaction, pursuant to a Sales Agreement that will provide funds to pay at closing the following valid and undisputed interests in full:

- Seller Real Estate Commission Fee to Citi Realty Group in the total amount of \$11,250.00.
- Buyer's Real Estate Commission Fee to Coldwell Banker Realty in the total amount of

- City of Waterbury, Town Clerk for town conveyance tax in the amount of \$1,125.00.
- 4. State of Connecticut Department of Revenue Services for state conveyance taxes in the amount of \$1,687.50.
- 5. Attorney fees to the Law Offices of Neil Crane in the amount of \$4,188.00.
- 6. City of Wallingford, Sewer and Water Department, for any sewer and water usage liens due that remain outstanding and properly perfected as of the date of closing pursuant to applicable law.
- Freedom Mortgage in the estimated amount of \$133,302.51, pursuant to the Respondent's proof of claim, claim no. 11. An updated payoff will be requested closer to the closing date.
- Roberta Napolitano, Chapter 13 Trustee in the estimated amount of \$43,647.01.
 An updated payoff will be requested closer to the closing date.
- City of Wallingford, Town Clerk for possible recording fees in the amount of \$60.00;
- 10. Expected courier fees to Federal Express in the amount of \$120.00;
- 11. Any other lien of record, in the order and priority that currently exists regarding the subject real property and any other closing costs, liens, bank fees, attorney fees, escrow advances and other incidental charges in connection with said closing.
- 12. The above closing amounts and costs are estimates only and are subject to change and adjust based upon closing date and receipt of payoff statement(s).
- 13. The closing shall be completed within 30 days of any payoff statement(s). If

closing does not occur within 30 days of the original payoff, the Debtor will obtain a new payoff and close within that time frame.

- 14. The Debtor shall attach a closing statement to the statement required under FRBP 6004(f)(1) and shall also attach a declaration under oath by both the Debtor and his closing attorney that the disbursements shown on the closing statement were made in good funds.
- 15. The 14 day stay under Rule 6004(h) is waived.

THE DEBTOR Yvonne Broodie

BY: /s/ Neil Crane

Neil Crane, Esquire LAW OFFICES OF NEIL CRANE, LLC 2679 Whitney Avenue Hamden, CT 06518 (p) (203) 230-2233 (f) 203-230-8484 <u>neil@neilcranelaw.com</u> CT#14537

UNITED STATES BANKRUPTCY COURT DISTRICT OF CONNECTICUT

In Re:	:	CHAPTER 13
Yvonne Broodie	:	CASE NO. 20-30263
Debtor	•	CASE 110. 20-30203
Debior	•	
Yvonne Broodie	•	
Movant	•	
v.	•	
Citi Realty Group	:	
Coldwell Banker Realty	:	
City of Wallingford, Town Clerk	:	
State of CT, Department of Revenue Services	:	
The Law Office of Neil Crane	:	
City of Wallingford, Sewer/Water Department	ıt:	
Freedom Mortgage Corporation	:	
Roberta Napolitano, Chapter 13 Trustee	:	
Federal Express	:	
The Respondents	:	
L	:	
Roberta Napolitano	:	
Chapter 13 Trustee	:	Date: August 9, 2021

ORDER APPROVING SALE OF REAL ESTATE

The above Motion having been presented to the Court, after service being made to all parties involved and there being no objection, it is hereby **ORDERED** that the abovenamed Debtor be permitted to sell her real property located at 381 Woodtick Road, Waterbury, Connecticut, in the amount of \$225,000.00, in an arm's length transaction, pursuant to a Sales Agreement that will provide funds to pay at closing the following valid and undisputed interests in full:

 Seller Real Estate Commission Fee to Citi Realty Group in the total amount of \$11,250.00.

- Buyer's Real Estate Commission Fee to Coldwell Banker Realty in the total amount of
- City of Waterbury, Town Clerk for town conveyance tax in the amount of \$1,125.00.
- 4. State of Connecticut Department of Revenue Services for state conveyance taxes in the amount of \$1,687.50.
- 5. Attorney fees to the Law Offices of Neil Crane in the amount of \$4,188.00.
- 6. City of Wallingford, Sewer and Water Department, for any sewer and water usage liens due that remain outstanding and properly perfected as of the date of closing pursuant to applicable law.
- Freedom Mortgage in the estimated amount of \$133,302.51, pursuant to the Respondent's proof of claim, claim no. 11. An updated payoff will be requested closer to the closing date.
- Roberta Napolitano, Chapter 13 Trustee in the estimated amount of \$43,647.01.
 An updated payoff will be requested closer to the closing date.
- City of Wallingford, Town Clerk for possible recording fees in the amount of \$60.00;
- 10. Expected courier fees to Federal Express in the amount of \$120.00;
- 11. Any other lien of record, in the order and priority that currently exists regarding the subject real property and any other closing costs, liens, bank fees, attorney fees, escrow advances and other incidental charges in connection with said closing.
- 12. The above closing amounts and costs are estimates only and are subject to change

and adjust based upon closing date and receipt of payoff statement(s).

- 13. The closing shall be completed within 30 days of any payoff statement(s). If closing does not occur within 30 days of the original payoff, the Debtor will obtain a new payoff and close within that time frame.
- 14. The Debtor shall attach a closing statement to the statement required under FRBP 6004(f)(1) and shall also attach a declaration under oath by both the Debtor and her closing attorney that the disbursements shown on the closing statement were made in good funds.
- 15. The 14 day stay under Rule 6004(h) is waived.

DATED: UNITED STATES BANKRUPTCY COURT

BY:____

The Honorable Ann Nevins United States Bankruptcy Judge

CLOSING STATEMENT

SALE OF 381 WOODTICK ROAD, WATERBURY, CT PROPOSED CLOSING DATE 9/10/21

	BUYER		SELLE	R
SALE PRICE			\$	225,000.00
DEPOSIT	\$11,250.00			
TAX ADJUSTMENT \$5,058.84/ YEAR			\$	1,552.30
TOTALS	\$11,250.00		\$	226,552.30
BALANCE DUE SELLER		\$215,302.30		

SELLER EXPENSES

BROKERS FEE (5%)			
Citi Realty Group	\$	5,625.00	
Coldwell Banker Realty	\$	5,625.00	
TOWN CONVEYANCE TAX (.0050)	\$	1,125.00	
STATE CONVEYANCE TAX (.0075)	\$	1,687.50	
LAW OFFICE OF NEIL CRANE, ATTORNEY FEE	\$	4,188.00	
SEWER		TBD	
WATER		TBD	
FREEDOM MORTGAGE	\$1	33,302.51	PER POC, PAYOFF TO BE REQUESTED
CHAPTER 13 TRUSTEE	\$	43,647.01	ESTIMATED
RECORDING FEE	\$	60.00	
FEDERAL EXPRESS	\$	120.00	
TOTAL EXPENSES	Ş1	95,380.02	
DUE SELLER AS ABOVE	\$2	15,302.30	
LESS EXPENSES		95,380.02	
TOTAL	•	19,922.28	
		- /	
PLUS DEPOSIT	\$	11,250.00	
TOTAL DUE TO SELLER AT CLOSING	\$	31,172.28	

ADJUSTMENTS

STANDARD FORM REAL ESTATE CONTRACT

NOTICE: THIS CONTRACT CONSTITUTES A LEGALLY BINDING CONTRACT FOR THE PURCHASE AND SALE OF RESIDENTIAL PROPERTY. IF YOU DO NOT UNDERSTAND OR AGREE WITH ANY OF THE TERMS OR CONDITIONS SET FORTH IN THIS CONTRACT, YOU SHOULD CONSULT WITH A LICENSED ATTORNEY OF YOUR CHOICE PRIOR TO SIGNING THIS DOCUMENT. NO PROVISIONS OF THIS CONTRACT ARE FIXED BY LAW AND ALL TERMS AND CONDITIONS ARE SUBJECT TO NEGOTIATION PRIOR TO EXECUTION.

THIS AGREEMENT for the purchase and sale of the real property described below (the "Property"), is upon the following terms and conditions:

1. Seller(s): Yvonne Broodie

Address: 381 Woodtick Rd Waterbury, CT 06705

2. Buyer(s): Tamara Perry

Address: 657 Cleveland St Brooklyn, NY 06770

3.Real Property Address: 381 Woodtick Rd Waterbury, CT 06705

4.Personal Property, if any, to be included: PER MLS #170420906

To be excluded: NONE

5.Purchase Price

#225,000.

Payable as Follows:

(a) By Initial Deposit paid upon execution of this Contract

(b) By Additional Deposit to be paid on or before N/A

(c) By proceeds of a Bank, Institutional or Purchase Money Mortgage Loan which proceeds shall be immediately available to Seller at a local bank

(d) Balance to be delivered at closing in cash, certified check or official bank check the proceeds of which shall be immediately available to Seller at a local bank

TOTAL PURCHASE PRICE

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		Same	- 2 a k	ા સા	Sec. K	à 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	220

213,750

(a) \$11,250

(n)

6. Mortgage Financing Contingency: (NOT APPLICABLE UNLESS FILLED IN)

(a) Mortgage Loan Amount at Prevailing Interest Rate: <u>\$213,750.00</u> (b) Term of Mortgage: (Years) 30

(c) Written Loan Commitment to be obtained by 9/3/21

If filled in, Paragraph 23 is automatically made a part of this Contract.

7. Closing Date:

9/10/21

10/21 _____at Seller's attorney's office, or at Mortgage Lender's office in Fairfield

_County, if required,

Seller Initials

rev 4.19

8. Attorneys' Review. This Contract is subject to review by the attorneys representing the Buyer and Seller. Based upon his/her attorney's review, either party may cancel this contract by written notice to the other party given not later than five (5) business days after such party receives a fully executed counterpart of this Contract. Upon cancellation, the Deposit shall be returned to the Buyer.

Month/Day/Year

Buyer Initials

SMARTER

www.SmartMLS.com | SmartMLS, Inc.

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Same.	18 - La 20	Ph	1	Sec. 1	and the second		2. 1. 1.	*	
T 22110	Z (M.	K0.25	HCC215	モニノンアンセンチ	ict Date	A & X. 8.	11	. E.	

For Property Known As: 381 Woodtick Rd Waterbury, CT 06705

Building/Mechanical	YES WAT	/ED	YES	WAIVED		YES	WAIVE
Termite/Other Insects		Water Well/Organic		Ē	Oil Tar Lead	ĸ A	F
Title Search	E E	Radon-Air/Wa	ater 🖸		Asbest	os 🔲	E

If filled in, Paragraph 24 is Automatically made a part of this Contract.

10. Residential Condition Report: Buyer acknowledges receipt of Seller's Residential Condition Report (copy attached). Seller shall credit Buyer at closing with \$500.00. If Seller fails to furnish a written Residential Condition Report as required by Sections 20-327 b-e, of the Connecticut General Statutes, inclusive. Buyer's Initials buyer

11. Lead Disclosure: Buyer acknowledges receipt a Lead Information Booklet and Disclosure and Acknowledgement Form re: Lead Based Paint as required by Federal EPA HUD Disclosure Regulations (copy attached). Buyer's Initials

"STATEMENT RE: LEAD BASED PAINT. The parties acknowledge that dwelling units constructed phor to 1978 are likely to contain lead-based paint which could create a health hazard. In the event the Property which is the subject of this Agreement consists of or contains a residential unit built before 1978, the parties agree that a precondition to the validity of this Agreement is that each party has received, reviewed, signed and annexed hereto a completed Disclosure and Acknowledgment Form re: Lead-Based Paint as required by federal EPA/HUD disclosure regulations."

12. Possession and Occupancy, Acceptance of Deed: The Buyer shall have exclusive possession and occupancy of the Property in a broom clean condition on the Closing Date. Delivery and acceptance of the Deed shall constitute full compliance by the Seller with the terms of this Contract except for any warranties contained in the Deed and other obligations specifically set forth in this Contract to be performed after the delivery of the Deed.

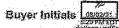
13. Additional Paragraphs: Unless crossed out, the following Paragraphs 16 through 29 are hereby made a part of this Gontract.

14. Additional Terms and/or seller concessions): THE SELLER WILL DO THEIR BEST TO DEARER. THE PROPE

OF AN TENANTS ON DE BEFORE CLOSING. IN CASE WE MAY NECT ANY EXTENTIONS, THE 15. Riders Attached: BUYER AND SELLER WILL WORK TOWARDS A RESOLUTION.

16. Warranty Deed, Marketable Title: (a) Seller shall convey to Buyer good and marketable fee simple title to the Property of property by Connecticut form Warranty Deed, (or Fiduciary Deed if Seller is a fiduciary) (the "Deed"), free and clear of all encumbrances except the following permitted encumbrances do not prohibit the residential use of the Property or otherwise render title to the Property unmarketable (i) any and all provisions of any ordinance, municipal regulation or public or private law; (ii) restrictive cover hants and easements of record; (iii) any facts which an accurate survey or physical inspection of the Property would reveal; (iv) taxes and municipal assessments due and payable after the Closing. (b) If the Seller is unable to convey title conforming to the requirements of (a) ab ve, then the Seller shall be allowed to postpone the Closing for up to the earlier of thirty days or the expiration date of the Buyer's mortgage ion commitment ("Postponement Period") within which to cure the title defects if, at the expiration of the Postponement Period, the Saller is still unable to convey title conforming to (a) above, Buyer may, by written notice to the Seller, reject such defective title, whereupon the Seller shall be terminated. The marketability of title shall be determined in accordance with the Standards of Title of the Connecticut BarAssociation. (c) The Property shall be conveyed free of any violations of any governmental rules, regulations or private restrictive coverants or easements. In the event Seller cannot deliver the Property to the Buyer for titles contract because of such violations, by written notice, by certified mail, facsimile or hand delivery to the Seller, or Seller's Attorney, terminate this Contract because of such violations, we appreciate the property to the Buyer for title examination (not to exceed \$250.00).

17. Condition of Premises: (a) The Buyer represents that he has inspected the Property, is satisfied with the physical condition the eof and agrees to accept the Property in its present condition, "as is", subject to reasonable wear and tear to the Closing Date. The Buyer has relied in neither Seller nor any representative of the Seller has made any representation or warranty as to the Property on which Buyer has relied in entering into this Contract except as expressly set forth in this Contract. The Seller agrees to deliver the Property to the Buyer on the Closing Date in substantially the same condition subject to satisfaction of the Inspection Contingency; (b) The grounds shall be maintained by the Seller until the Closing Date including lawn mowing, leaf raking and snow and ice removal from walks and driveways; (c) Seller shall remove all



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For Property Known As: 381 Woodtick Rd Waterbury, CT 06705

personal property not included in the sale and shall deliver to the Buyer all keys available to the Seller; (d) The Buyer shall have the right to inspect the Property prior to the Closing at a time mutually agreed upon to confirm that the condition of the Property conforms to the requirements of this Contract.

18. Risk of Loss, Damage: The risk of loss or damage by fire or other casuality to the Property until the Closing Date is assumed by the Selfer. In the event of loss or damage occurring prior to the delivery of the Deed, Selfer shall repair and restore the Property prior to the Closing Date, or, may delay the closing at his option for up to the earlier of thirty (30) days from the date of such loss or damage or the date Buyer's mortgage loan commitment expires ("Delay Period") in order to complete restoration or repairs. If at the expiration of the Delay Period the Selfer has failed to which event the Deposit together with any amounts actually expended by the Buyer for the examination of tille (not to exceed \$250.00) shall be the Deed conveying the Property in accordance with all of the other provisions of this Contract and receiving the benefit of any insurance policies or funds peild or recoverable on account of such loss or damage, less any sums actually expended by the Selfer for restoration or repairs. The exceed \$250.

19. Escrow of Deposit: The Initial Deposit and Additional Deposit (collectively the "Deposit") shall be paid not later than the date(s) specified in Paragraph 5. Seller's attorney, as escrow agent, shall hold the Deposit in a non-interest bearing account until Closing or prior termination of this Contract. The Deposit shall be paid to the Seller at Closing. In the event of termination prior to Closing, the escrow agent shall (a) retain the action and pay the Deposit into court whereupon the escrow agent shall be relieved of all further obligation. In the event the Additional Deposit is not paid when due, Seller may give written notice of such failure to Buyer by certified mail, facsimile or hand delivery and if such Additional Deposit is not paid within five (5) days thereafter, this Contract shall be deemed terminated for Buyer's default and the Initial Deposit shall be delivered to and retained by the Seller as liquidated damages, and thereupon, the parties shall be relieved of all further inability performed or omitted in good faith, or for any mistake of law.

20. Default, Liquidated Damages: If Buyer defaults under this Contract after the Deposit has been paid, the Deposit shall be remitted to and retained by Seller as liquidated damages, and thereupon, the parties shall be relieved of all further liability under this Contract except as otherwise specifically set forth herein. In the event that legal action is commenced to enforce any provision of this Contract, the prevailing party shall be entitled to reimbursement of court costs and attorneys fees incurred therein.

21. Adjustments at Closing: Property taxes, utilities, municipal assessments and use charges, rents, district taxes, association charges, and other charges customerily adjusted at closings in accordance with the custom of the Bar Association for the town wherein the Property is located, will be prorated as of the Closing Date. The Buyer shall reimburse the Seller at Closing for any fuel stored on the Property. Property taxes will be adjusted on a uniform fiscal year basis. Installments payable on sewer and other municipal lien assessments after the Closing will be assumed by the Buyer. Seller shall deliver to Buyer at closing checks sufficient to satisfy state and local conveyance taxes.

22. Personal Property: Unless excluded in Paragraph 4, the Personal Property included in the sale shall consist of the following: screens, storm windows, TV antenna, venetian blinds, curtain rods and fixtures, wall to wall carpeting, awnings, shades, automatic hot water heater, plumbing, heating and lighting and electrical fixtures (except portable heaters, rented water heaters and lamps), shrubbery, plants and all other fixtures now located on the Property and the personal property listed in Paragraph 4.

23. Mortgage Financing Contingency: Third Party Mortgage. The Buyer's obligations hereunder are contingent upon Buyer obtaining a written commitment from a bank or institutional lender for a mortgage loan satisfying the specifications set forth in Paragraph 6(a). (b) and (c) and upon such other terms and conditions as are standard for similar loan commitments. Buyer agrees to apply for such financing immediately and to pursue such application with diligence. If Buyer is unable to secure such a commitment by the date set forth in Paragraph 6(c), and so notifies the Seller or the Seller's Attorney in writing, by certified mail, facsimile or hand delivery, on or before such date, this Contract shall be terminated by such notice and the Deposit shall be refurned to Buyer. Absent such Notice, this contingency shall be deemed satisfied and this Contract shall continue in full force and effect.

Purchase Money Mortgage. A Purchase Money Note and a Purchase Money Mortgage as described on the attached Rider shall be executed and delivered by the Buyer to the Seller at Closing.

24. Inspection Contingency: Buyer acting by representatives of Buyer's choice shall complete the inspections, tests, assessments and title search of the Property as designated in Paragraph 9 prior to the "Inspection Completion Date" or the "Title Search Completion Date", as the case of the Property and so notifies the Seller or the Seller's Attorney in writing, by certified mail, facsimile or hand delivery, not later than two business terminated by such Notice and the Deposit shall be returned to the Buyer. Absent timely notice hereunder, terminating this Contract, this contin-gency shall be deemed satisfied and this Contract shall continue in full force and effect.

Buyer Initials

Seller Initials

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For Property Known As: 381 Woodtick Rd Waterbury, CT 06705

25. Title Insurance Affidavit: Seller agrees to execute and deliver to the Buyer at the Closing of Title an affidavit acceptable to the Buyer's title insurer confirming the non-existence of (i) mechanics' or material men's liens, (ii) tenants' rights in or to the Property, (iii) security interests in personal property or fixtures included in the sale, and (iv) confirming information required to provide the Buyer's mortgage lender with survey coverage, including updating an existing survey, if any.

26. Condominium/Common Interest Community: If the Property is in a Condominium or Common Interest Community, Seller shall deliver to the Buyer a Resale Certificate and other documents as required by Section 47-270 of the Connecticut General Statutes,

27. Buyer's Lien: The Deposit and Buyer's reasonable expenses actually incurred for title examination to the Property are hereby made liens on the

Property, but such liens shall not continue after a default by the Buyer.

28. Entire Agreement; Binding Effect: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than these set forth herein. All changes, additions or deletions to this Contract must be in writing and signed by all perties. This Contract is non-assignable and shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

29. Seller's Agent: STAnley Hancis 860-531-5869	Buyer's Agent Rudy Perkins (203) 243-3820
License Number: <u>No.6-079</u>	License Number REB.0790493
Agent's Firm: Citi Realty Group IIC	Agent's Firm, Coldwell Banker Realty
Address: 131 Park Street Hancleslar	Address: 2 Corporate Dr Trumbull, CT 06611
Seller's Attorney	Buyer's Attorney Anthony Monelli (203) 268-9772
Narrie Talaohose	Attorney's Email: closings@monellilaw.com
	Address: 965 White Plains Rd Trumbull, CT 06611

Check box only if Listing Agent is acting as a Dual Agent D Selling Agent is Buyer's Agent D Authorized Sub-Agent D Buyer and Seller represent that no other Agent or Broker was the procuring cause of the transaction contemplated by this Contract.

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