

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In re: Kyle P. Mongeau Cathleen A. Mongeau <p align="right">Debtor(s).</p>	CASE NO: 22-20753 CHAPTER: 13
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Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address: Gregory F. Arcaro, Esq., Grafstein & Arcaro, LLC 114 W.Main Street, Suite 105 New Britain, CT 06051; (860) 674-8003/(860) 676-9168 garcaro@grafsteinlaw.com <input checked="" type="checkbox"/> <i>Attorney for:</i> Debtors <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), (d), and (f), and D. Conn. Bankr. L. R. 6004-1(a), and shall *only* be completed and filed:
 - (a) If a party proposes to sell real property, and after a Motion is granted authorizing the proposed sale of Real Property by private sale; 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 listed below:

CourtroomDeputy_Bridgeport@ctb.uscourts.gov - CourtroomDeputy_Hartford@ctb.uscourts.gov - CourtroomDeputy_NewHaven@ctb.uscourts.gov

Description of property to be sold (use additional page, if more space is needed):	
28 Major Dr, Plainfield, CT 06374	

Proposed Private Sale Information:

Date of Proposed Private Sale:	May 31, 2023	Time of Proposed Private Sale:	TBD
Location of Proposed Private Sale:	Counsel for the buyer - TBD		

<p>Objection Deadline and Hearing Information:</p> <p>*Last date to file Objections to Proposed Private Sale: <u>May 18, 2023</u></p> <p>*Hearing Date and Time regarding Proposed Private Sale: <u>May 25, 2023</u> at <u>10:30 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, if applicable, information about how to register as a bidder:

- See attached Real Estate Purchase and Sale Contract dated April 19, 2023
- Proceeds of the sale will be utilized to satisfy all claims secured by the Property at closing

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

Catherine White
Krikorian Property Consultants
Keller Williams Worcester
60 Shrewsbury Street, 2nd Floor
Worcester, MA 01604
(508) 612-7278

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.

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:

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

A true and correct copy of the foregoing document entitled NOTICE OF PROPOSED PRIVATE 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) April 27, 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.

[X] Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) April 27, 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.

[X] 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.

April 27, 2023
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
HARTFORD DIVISION

IN RE : CHAPTER 13
KYLE P. MONGEAU : CASE NUMBER 22-20753 jjt
CATHLEEN A. MONGEAU : RE: ECF NO. 15
Debtors :

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. 16) (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 Debtors’ real property located at 28 Major Drive, Plainfield, Connecticut (the “Property”), in exception to L.Bankr.R. 6004-1(a); and accordingly, it is hereby

ORDERED that the Debtors are 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 Debtors are 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 Debtors 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 Debtors or their 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 Moosup Fire District or Town of Plainfield, if any;
- C. Mortgage to Jewett City Savings Bank in the approximate amount of \$130,239.95.
- D. Mortgage in favor of Connecticut Housing Finance Authority in the approximate amount of \$32,966.62.

AND IT IS FURTHER ORDERED that the Debtors are 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 Debtors to the buyers; and it is further

ORDERED the Debtors' sale proceeds shall be held in escrow by Debtor's counsel pending further orders of this Court; and it is further

ORDERED that notwithstanding anything to the contrary herein, any proposed sale that discounts the current listing price of the Property more than 15% shall be subject to the final approval of this Court.

Dated at Hartford, Connecticut this 3rd day of March, 2023.

James J. Tancredi
United States Bankruptcy Judge
District of Connecticut



REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of 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: Allen Butkiewicz
Seller: Kyle P Mongeau, Cathleen Mongeau

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as 28 Major Dr, Plainfield, CT 06374, CT (Property).

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...

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) and (d) BELOW ARE NOT APPLICABLE UNLESS FILLED IN

4. Price. The total purchase price is \$246,000
(a) Buyer has made the following deposit by personal check, cashier's check or certified funds with this Contract, to be applied to the total purchase price, subject to collection: \$2,000
(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 Real Estate 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) 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:
(e) Buyer will pay the following balance at the closing by cashier's or certified check:
(f) TOTAL (If the total shown in 4(f) exceeds the total purchase price, the excess shall be returned to Buyer at closing.) \$246,000

Buyer Initial [Signature] Date Seller Initial [Signature] Date

Property Address 28 Major Dr, Plainfield, CT 06374 Real Estate Purchase Contract Page 2 of 5

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 ~~4/18/22~~ 5/18/23 ("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. 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 \$ 246,000 (b) Maximum initial interest rate: 6 % 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, 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. Time is of the essence with respect to payment of such deposit(s), and if any deposit payable under this Contract is not so paid by Buyer at the stated time, and if such failure shall continue for a period of three (3) calendar days thereafter, then until such time as Buyer makes such deposit(s) Seller shall have the right to (a) declare Buyer to be in default and (b) 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 listing Broker 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 5/31/23 (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.

Buyer Initial Date _____ Seller Initial Date _____

Property Address 28 Major Dr, Plainfield, CT 06374 Real Estate Purchase Contract Page 3 of 5

9. Other Conditions. Seller to credit \$6,000 back to buyers at closing for closing costs, prepaids, and escrows.
Subject to court approval and sellers to find suitable housing.

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  _____ Date _____ Seller Initial  _____ Date _____

Property Address 28 Major Dr, Plainfield, CT 06374 Real Estate Purchase Contract Page 4 of 5

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 ENVIRONMENTAL INSPECTIONS/TESTS of the buildings located on the Property for asbestos; radon; mold; and _____ (other), performed by a licensed environmental 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 below together with a copy of the relevant pages of the inspection report, on or before 10 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 below, 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 3 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: _____, 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 Date _____ Seller Initial Date _____

Property Address 28 Major Dr, Plainfield, CT 06374 Real Estate Purchase Contract Page 5 of 5

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: Fax: Fax number is: _____ Email: Email address is: Allen.butkiewicz.com
Seller elects to use: Fax: Fax number is: _____ 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 Keller Williams Realty (firm name) and Real Broker, LLC (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
Allen Butkiewicz
dotloop verified
04/16/23 11:47 AM EDT
W8E3-4ZEN-40MR-UQ9D

SELLER
DocuSigned by:
[Signature] 4/17/2023 | 5:10 AM PDT
FEF86035C39F4AC...

DocuSigned by:
[Signature] 4/19/2023 | 6:07 PM CDT
B4EE6ED9B358458...

Date: _____

Date: _____

Property Address: 28 Major Dr, Plainfield, CT 06374 Well / Septic Rider page 1 of 1



RIDER
REAL ESTATE PURCHASE CONTRACT
Greater Hartford Association of REALTORS®, Inc.
(Check the applicable box)



SEPTIC SYSTEM CONTINGENCY

This Contract is contingent upon a satisfactory inspection of the septic system to be performed by a competent septic system inspector. Buyer shall arrange and pay for the inspection and digging associated with the inspection. 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 and shall pay for retrofitting the septic tank with a riser if a riser is required under the Public Health Code.

A report of the inspection shall be completed within 10 calendar days after the date that this contract is fully executed (completion 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 report. 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 three (3) days of the Completion Date above.

Pursuant to section 19-13-B103d(b) of the Public Health Code 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).

WELL INSPECTION CONTINGENCY

This Contract is contingent upon a satisfactory test of the well system to be performed by a competent well inspector at Buyer's expense. The inspection shall be ordered by Buyer.

A report of the test shall be completed within 14 calendar days after the date that this contract is fully executed (completion date). 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 exceed maximum contaminant levels established under the Connecticut Public Health Code for private water supply systems, then Buyer shall immediately provide Seller with a copy of the 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 three (3) days of the Completion Date above.

Any inspection of the well system may be subject to Section 19-13-B101(d)(2) of the Connecticut Public Health Code, 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 Section 72(c) of Public Act 11-242, Seller hereby advises Buyer that educational material concerning private well testing is available on the Connecticut Department of Public Health website (www.ct.gov/dph).

If Buyer terminates this Contract pursuant to a contingency set forth in this Rider, all sums deposited by Buyer shall be returned to Buyer and neither party shall have any further obligation to the other under this Contract. If Buyer does not give Seller the written notice required by this Rider on or before the applicable Completion Date(s) above, Seller shall have no responsibility or obligation concerning any condition to which this Rider applies. 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.

BUYER

Allen Butkiewicz
dotloop verified
04/16/23 11:47 AM EDT
KWANUSCHN-WLRW-VQ7L

SELLER

DocuSigned by:
[Signature] 4/19/2023 | 6:07 PM CDT
B4EE6ED9B358458...
DocuSigned by:
[Signature] 4/17/2023 | 5:10 AM PDT
FEF86035C39F4AC...

Date: _____

Date: _____



MBA Mortgage

We've mastered the business of mortgages.

Veteran Owned and Operated Since 2005

4/15/2023

Rebecca Geller
Allen Butkiewicz
49B Dog Hill Rd
Dayville, CT, 06241

Dear Rebecca and Allen,

Congratulations! It is my pleasure to inform you that based on the information you provided on your loan application, you are qualified for a VA Mortgage Loan at 100.00% loan to value in the amount of \$250,000, allowing you to purchase a home valued at \$250,000.

Your lender will provide a loan approval upon a complete review of a full loan package submission from MBA Mortgage, Corp. Issuance of this qualification letter is based on our review of your credit, income, and asset information you provided. This is not a commitment to lend. Your loan application is subject to review according to standard mortgage underwriting guidelines by your lender which may include but not limited to a satisfactory appraisal, clear title to the property and verification of continued employment.

If you have any questions regarding this mortgage loan qualification, or if I can be of further assistance, please contact me at 774-266-3596 or email at sebastian@mbamortgageco.com.

Thank you for choosing MBA Mortgage, Corp. for you mortgage financing needs!

Sincerely,

Sebastian Bilentschuk

Sebastian Bilentschuk
MLO# 1213787
MBA Mortgage Corporation

www.mbamortgageco.com

CASE INFO

LABEL MATRIX FOR LOCAL NOTICING
NCRS ADDRESS DOWNLOAD
CASE 22-20753
DISTRICT OF CONNECTICUT

JEWETT CITY SAVINGS BANK
111 MAIN STREET
JEWETT CITY CT 06351-2259

KELLER WILLIAMS WORCESTER
60 SHREWSBURY STREET 2ND FLOOR
WORCESTER MA 01604-4625

~~EXCLUDE~~

SYNCHRONY BANK
CO PRA RECEIVABLES MANAGEMENT LLC
PO BOX 41021
NORFOLK VA 23541-1021

~~HARTFORD
450 MAIN STREET
7TH FLOOR
HARTFORD CT 06103-3022~~

CONNECTICUT HOUSING
FINANCE AUTHORITY
ATTN PRESIDENT CEO
999 WEST STREET
ROCKY HILL CT 06067-3011

JEWETT CITY SAVINGS BANK
CO MICHAEL W SHEEHAN ESQ
38 HUNTINGTON STREET
NEW LONDON CT 06320-6111

MARGUERITE THERESE FRIAR
COMMITTEE OF SALE
PO BOX 627
COLUMBIA CT 06237-0627

MOOSUP FIRE DISTRICT
ATTN TAX COLLECTOR
PO BOX 596
MOOSUP CT 06354-0596

~~EXCLUDE~~

~~U S TRUSTEE
OFFICE OF THE US TRUSTEE
GIANNI FEDERAL BUILDING
150 COURT STREET ROOM 302
NEW HAVEN CT 06510-2022~~

CATHLEEN A MONGEAU
28 MAJOR DRIVE
PLAINFIELD CT 06374-1720

GREGORY F ARCARO
GRAFSTEIN ARCARO LLC
114 WEST MAIN STREET
SUITE 105
NEW BRITAIN CT 06051-4223

DEBTOR

KYLE P MONGEAU
28 MAJOR DRIVE
PLAINFIELD CT 06374-1720

ROBERTA NAPOLITANO
CHAPTER 13 TRUSTEE
10 COLUMBUS BOULEVARD
STE 6TH FLOOR
HARTFORD CT 06106-1976

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

USTPRegion02.NH.ECF@USDOJ.GOV

(Creditor)
Synchrony Bank
c/o PRA Receivables Management, LLC
P.O. Box 41021
Norfolk, VA 23541

claims@recoverycorp.com

Roberta Napolitano
Chapter 13 Trustee
10 Columbus Boulevard
Ste 6th Floor
Hartford, CT 06106

notices@ch13rn.com

(Trustee)
Roberta Napolitano
Chapter 13 Trustee
10 Columbus Boulevard
Ste 6th Floor
Hartford, CT 06106
represented by:
Patrick Crook
10 Columbus Boulevard, 6th Floor
Hartford, CT 06106

pcrook@ch13rn.com

(Debtor)
Kyle P. Mongeau
28 Major Drive
Plainfield, CT 06374
represented by:
Gregory F. Arcaro
Grafstein & Arcaro LLC
114 West Main Street
Suite 105
New Britain, CT 06051

garcaro@grafsteinlaw.com

(Debtor)
Cathleen A. Mongeau
28 Major Drive
Plainfield, CT 06374
represented by:
Gregory F. Arcaro
Grafstein & Arcaro LLC
114 West Main Street
Suite 105
New Britain, CT 06051

garcaro@grafsteinlaw.com

(Realtor)
Keller Williams Worcester
60 Shrewsbury Street, 2nd Floor
Worcester, MA 01604

(Creditor)
Jewett City Savings Bank
111 Main Street
Jewett City, CT 06351
represented by:
Michael W. Sheehan
Conway Londregan Sheehan & Monaco PC
38 Huntington Street
P.O. Box 1351
New London, CT 06320

msheehan@clsmlaw.com