

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In re: Patrick Lanagan <p align="right">Debtor(s).</p>	CASE NO: 23-20089 CHAPTER: 13
Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address: Jennifer Tremesani, Esq. (CT29824) The Law Office of Neil Crane, LLC 2679 Whitney Ave, Hamden, CT 06518 P:203-230-2233 F:203-230-8484, Jennifer@neilcranelaw.com <input checked="" type="checkbox"/> <i>Attorney for:</i> Debtor <input type="checkbox"/> <i>Individual appearing without attorney</i>	<p><u>NOTICE OF ORDER GRANTING MOTION FOR PUBLIC SALE OF ESTATE PROPERTY</u></p> <p><u>D. CONN. BANKR. L. R. 6004-1(b)</u></p>

INSTRUCTIONS FOR COMPLETING AND FILING THIS NOTICE

1. **This Notice shall be completed in accordance with Fed. R. Bankr. P. 6004(c) and (f) and D. Conn. Bankr. L. R. 6004-1(b).**
2. **This Notice shall be completed and filed *only* after a hearing on a Motion to Sell Estate Property, Motion to Sell Estate Property Free and Clear of Liens, and/or Motion to Approve Procedures to Sell Estate Property is held by the Court.**

Description of property to be sold:

All right, title and interest in the Debtors real property located at 72 Tolland Ave, Stafford Springs, CT.

Public Sale/Auction Information:

Date of Public Sale/Auction:	July 19, 2024	Time of Public Sale/Auction:	9:00 AM
Location of Public Sale/Auction:	The Law Office of Neil Crane, LL, 2679 Whitney Ave, Hamden, CT 06518		

NOTE: The Public Sale/Auction may be conducted telephonically, remotely using ZoomGov, and/or by other remote technology platform or medium.

Objection/Overbid Deadline and Hearing Information:

Last date to file Objections or to submit Overbids to Public Sale/Auction: July 8, 2024

Hearing Date and Time regarding Public Sale/Auction: July 18, 2024 at 10:00AM

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

Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

Public Sale/Auction opening bid:

Terms and conditions of Public Sale/Auction, including whether the proposed sale/auction is to be free and clear of liens pursuant to 11 U.S.C. §363(f), and including information about how to register as a bidder:

Pursuant to the attached purchase and sale agreement, the buyer is to purchase the property known as 72 Tolland Ave, Stafford Springs, CT for a purchase price of \$250,000.00 Additional sale terms are outlined as per the attached Purchase and Sale Agreement. If such purchase is not consummated with the above buyer, the Seller shall have the authority to sell the property to a new buyer under a new contract for a purchase price equal to or greater than \$200,000.00 without further approval from this Court. The Debtor proposes to pay off liens and encumbrances of record and in the order and priority that exists regarding the subject property and any other closing costs, liens, bank fees, attorney fees, escrow advances, and other incidental charges in connection with said closing. At closing, sufficient funds will be held in escrow to cover the compensation of the seller/debtor real estate agent and The Law Office of Neil Crane, LLC as such compensation is subject to further approval by this Court.

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

N/A

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

Jennifer Tremesani, Esq. (CT29824)
The Law Office of Neil Crane, LLC
2679 Whitney Ave, Hamden, CT 06518
P:203-230-2233 F:203-230-8484, Jennifer@neilcranelaw.com

Date:

Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.

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:

The Law Office of Neil Crane, LLC, 2679 Whitney Ave, Hamden, CT 06518

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

1. SERVED VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to this Court's Administrative Procedures for Electronic Case Filing (Appendix A), the foregoing document will be served using the Court's CM/ECF system via NEF with an embedded hyperlink to the document. On (date) June 28, 2024, 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:

US Trustee, Office of the US 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) June 28, 2024, 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 Certificate of Service

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) June 28, 2024, 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:

See Attached Certificate of Service

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.

June 28, 2024
Date

Jennifer Tremesani, Esq.
Printed Name

/s/Jennifer Tremesani, Esq.
Signature

Pursuant to D. Conn. Bankr. L.R. 6004-1(b), this form is mandatory. It has been approved for use in the United States Bankruptcy Court for the District of Connecticut and will be posted by the Clerk on the Court's website for publication.



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 Brock Beebe & Kristen Rodriguez
Name(s)
51 Centre Pike Eastford CT
Address
Seller Owner of record
72 Tolland Ave., Stafford, Connecticut 06076
Address

2. Property. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as 72 Tolland Ave., Stafford, Connecticut, CT 06076 ("Property"). 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.

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

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN): Oven/Range, Microwave, Refrigerator, Washer, Dryer

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

All other non real-estate personal items are to be removed prior to closing.

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

4. Price. The total purchase price is \$250,000.00
(a) Buyer has made the following deposit with this Contract, to be applied to the total purchase price, subject to collection: \$1,000.00
(b) Buyer will make the following additional deposit by cashier's or certified check on or before 5/10/24 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: \$9,000.00
(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: 0
(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: \$250,000
(e) Buyer will pay the following balance at the closing by cashier's or certified check: 0
(f) TOTAL (If the total shown in 4(f) exceeds the total purchase price, the excess shall be returned to Buyer at closing.) \$250,000

Buyer Initial KR BB Date Seller Initial Date
8:30 AM EDT 8:38 AM EDT
dotloop verified dotloop verified

Khattar Realty Inc.

(GHAR Form #A-1)

72 Tolland Ave., Stafford, Connecticut

Property Address _____ Real Estate Purchase Contract Page 2 of _____

THE FOLLOWING MORTGAGE CONTINGENCY IS NOT APPLICABLE UNLESS FILLED IN

5. Mortgage Contingency. 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 6/6/24 ("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 \$ 250,000 b) Maximum initial interest rate: 8 % per annum (c) Minimum term: 30 years 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 stated time(s) and shall be made by check (cashier's or certified check, if applicable) 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.

7. Closing. The closing will take place on 6/13/24 (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 RR Seller Initial BB Date _____ Date _____

Property Address 72 Tolland Ave. , Stafford, Connecticut Real Estate Purchase Contract Page 3 of _____

9. Other Conditions. Contingent on property inspections & financing by commitment date.

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 (*NOT APPLICABLE UNLESS FILLED IN*): (sewer and water liens will not be assumed by buyer unless specifically stated below)

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, 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 contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property.

14. Non-assignability. Buyer shall not assign its rights under this Contract without the written consent of the Seller.

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 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 14 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.

Buyer Initial KR Date 05/03/24 Seller Initial BB Date 05/03/24

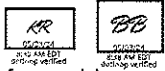
Property Address 72 Tolland Ave., Stafford, Connecticut Real Estate Purchase Contract Page 4 of _____

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: _____

[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 indicating that the buildings and other improvements located on the Property are structurally sound and that the mechanical, electrical and plumbing systems of any of the buildings are in good repair.
- A TERMITE OR WOOD DESTROYING INSECT INSPECTION** performed by a licensed exterminator or inspection service licensed by the State of Connecticut and indicating that the buildings on the Property are not infested by termites or wood-boring insects and that the buildings on the Property are not damaged as a result of such infestation.
- OTHER ENVIRONMENTAL INSPECTIONS/TESTS** of the buildings located on the Property for asbestos; radon; mold; and concrete _____ (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.

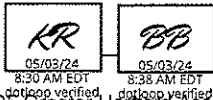
18. **Riders.** The riders which are checked below and which are attached to the Contract are made part of this Contract.

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 Rider
- Other _____

Buyer Initial KR BB Date _____ Seller Initial _____ Date _____



Property Address 72 Tolland Ave., Stafford, Connecticut Real Estate Purchase Contract Page 5 of _____

19. (a) **Property Condition Disclosure Report.** To the extent required by P.A. 95-311, 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 P.A. 13-272, 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: Nick Mancuso
 Fax: Fax number is: _____
 Email: Email address is: nmancuso@mancusolawct.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 Gene pica Remax/Alliance (firm name) and Khattar Realty Inc /Anthony Khattar (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
Brock Beebe
dotloop verified
05/03/24 8:38 AM EDT
CQAB-KIRW-D585-XLYG

Kristen Rodriguez
dotloop verified
05/03/24 8:30 AM EDT
OYHN-LPDX-VBSP-XDZY

SELLER

Date: _____

Date: _____

Property Checklist

This Property Checklist is provided by: Khattar Realty Inc ("Company"), including Anthony Khattar ("Agent") to Brock Beebe & Kristen Rodriguez ("Buyer") in connection with the purchase of property located at: 72 Tolland Ave., Stafford, Connecticut, CT ("Property").

THE COMPANY AND ALL AGENTS AFFILIATED WITH THE COMPANY ARE TRAINED IN THE MARKETING OF REAL ESTATE. THEY ARE NOT TRAINED OR LICENSED TO PROVIDE BUYER WITH PROFESSIONAL ADVICE REGARDING THE PHYSICAL CONDITION OF ANY PROPERTY OR REGARDING LEGAL OR TAX MATTERS. ACCORDINGLY, NEITHER THE COMPANY NOR THE AGENTS AFFILIATED WITH THE COMPANY WILL MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE PHYSICAL OR LEGAL CONDITION OF ANY PROPERTY SELECTED BY BUYER. Buyer should exercise the option to use the services of appropriate professionals to conduct inspections, investigations, tests, surveys, and other evaluations of the property at Buyer's expense. IF BUYER FAILS TO DO SO, BUYER IS ACTING CONTRARY TO THE ADVICE OF THE COMPANY.

The following is a general listing of issues the Buyer should consider in evaluating any property. This is a comprehensive list of all issues that may be relevant in the Buyer's evaluation of this Property.

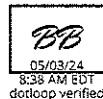
1. BUILDING CODE/ZONING COMPLIANCE: Buyer is advised to consult with local zoning officials to assure that Buyer's intended use of and improvements to the Property comply with local zoning requirements and with any recorded restrictive covenants and conditions. Buyer acknowledges that Company should not be relied upon for any determination as to any past or present building or zoning violations or as to the suitability of the Property for Buyer's intended use.

2. ENVIRONMENTAL MATTERS BOTH INDOOR AND OUTDOOR: Buyer is advised to consult with appropriate professionals and local and state health officials regarding the possible existence of hazardous wastes and environmental hazards on the Property, including, but not limited to, asbestos, underground oil storage tanks, molds, radon gas, lead and lead-based paint. Buyer is further advised that a variety of federal laws can place strict liability on property owners for hazardous waste management and cleanup of hazardous substances. Buyer is advised to make appropriate inquiries ("due diligence") into past uses of the Property to ascertain the possible existence of hazardous wastes or environmental hazards. Buyer acknowledges that Company should not be relied upon for any determination as to the existence of any hazardous wastes or environmental hazards.

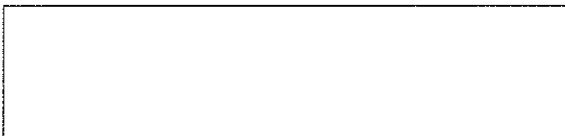
Buyer is notified that the Connecticut Department of Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish a list of all hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property.

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.

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.



Buyer's Initials _____ Date: _____



3. SURVEYING AND STAKING: Buyer is advised that without an accurate survey of the Property, Buyer cannot be certain as to the exact boundaries of the Property, or that any improvements on the Property are not encroaching upon adjoining parcels of property, or that improvements located on adjoining parcels of property do not encroach on the Property. Buyer acknowledges that the Company should not be relied upon for any determination as to the boundaries of the Property or of any encroachments within or over the actual boundaries of the Property. Buyer understands that Company has not investigated adjoining properties or the proposed or intended uses of adjoining properties.

4. FLOOD HAZARD ZONE AND INSURANCE: If the Property is located in a "Flood Zone" as set forth on the H.U.D. "Special Flood Zone Area" map, the mortgage lender may require that Buyer obtain and pay for flood insurance on the Property and its improvements.

5. HOMEOWNER'S INSURANCE: Buyer is advised to consult with an insurance professional as soon as possible regarding homeowner's insurance for the subject property. Note that lenders typically require evidence of homeowner's insurance as a condition to a loan and that the insurance underwriting process has become more comprehensive.

6. TITLE ISSUES/HOMEOWNERS ASSOCIATION: Buyer is advised to carefully review with legal counsel the contents of: (a) any Commitment for Title Insurance on the Property; and (b) all documents affecting the Property which are a matter of public record, including, but not limited to, any restrictive covenants (CC&R's) related to the development in which the Property is located. If the Property is part of a Condominium Association or other Homeowners Association, Buyer is advised to consult directly with the Association regarding all Association matters that may affect the Property, including, but not limited to, existing and proposed budgets, financial statements, present and proposed assessments, dues, fees, rules, and meeting minutes.

7. PHYSICAL CONDITION: Buyer is advised to consult with appropriate professionals regarding all physical aspects of the Property, including, but not limited to, built-in appliances, plumbing, heating, air conditioning, electrical systems, foundation, roof, structure, pool/spa systems and components, and any included personal property.

8. SQUARE FOOTAGE/ACREAGE: Buyer is advised to consult with appropriate professionals regarding the square footage, room dimensions, lot size, and age of the Property improvements. There are many different definitions for what constitutes the square footage of a dwelling. In the event Company provides any numerical statements regarding these items, such statements *ARE APPROXIMATIONS ONLY AND SHOULD NOT BE RELIED UPON IN A DECISION TO PURCHASE THE PROPERTY.*

9. SEWAGE DISPOSAL SYSTEM: Buyer is advised to consult with appropriate professionals regarding sewer and septic systems and components. The Property may not be connected to a public sewer and applicable fees may not have been paid. Septic tanks may need to be pumped. Leach fields may need to be inspected. Buyer should insist that any septic system inspection be performed using the Connecticut State Health Department's recommended inspection form.

10. WATER & UTILITY AVAILABILITY: Buyer is advised to consult with appropriate professionals regarding the source and availability of water and other utility services, all applicable fees, use and regulatory restrictions, and ownership of water rights and water system. A well and well system may require inspection.


05/03/24
8:30 AM EDT
dotloop verified


05/03/24
8:38 AM EDT
dotloop verified

Buyer's Initials

Date: _____



11. NON-MATERIAL FACTS CONCERNING REAL PROPERTY: Certain matters are defined by law in Connecticut as non-material facts. These are facts concerning whether a murder, suicide or felony was committed on the Property or whether someone who had autoimmune deficiency syndrome lived on the Property. Other facts not concerning the physical condition of the Property may also be considered non-material facts. Neither sellers nor real estate brokers are obligated to tell Buyers about any non-material facts, even if known to the sellers and real estate broker. Buyers interested in non-material facts must put their questions in writing to the seller. Connecticut law does not permit Buyers to ask whether someone who had autoimmune deficiency syndrome lived on the property.

12. FAIR HOUSING COMPLIANCE: Buyer is advised to consult with appropriate professionals regarding neighborhood or property conditions including, but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards, or circumstances. All properties will be shown without regard to race, color, religion, sex, national origin, handicap, familial status, sexual orientation or lawful source of income and any other requirements of federal and state fair housing laws.

13. INCOME TAX/LEGAL CONSEQUENCES: Buyer is advised that this transaction has income tax and legal consequences for Buyer. Buyer is advised to consult with appropriate legal and tax advisors regarding the income tax and legal consequences of this transaction.

RECEIPT AND ACKNOWLEDGEMENT OF BUYER

I have carefully reviewed this Property Checklist. I understand my rights and the recommendation of Company to consult with appropriate experts and professionals prior to or as part of an offer to purchase the Property. I FURTHER UNDERSTAND THAT I HAVE THE RIGHT TO INCLUDE ANY OR ALL OF THE ABOVE ISSUES AS A CONDITION OF MY OFFER TO PURCHASE THE PROPERTY.

Kristen Rodriguez dotloop verified 05/03/24 8:30 AM EDT YNTY-ZSER-2HEG-SUXZ

Buyer's Signature

Brock Beebe dotloop verified 05/03/24 8:38 AM EDT TFLM-3ZBP-WXFW-MWVQ

Buyer's Signature

Date

Presented by:

Khattar Realty Inc

Name of Real Estate Broker

By: Anthony Khattar

Broker/Salesperson

Date



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In Re: : CHAPTER 13
: :
Patrick Lanagan : CASE NO. 23-20089
DEBTOR : :
: Date: June 28, 2024

CERTIFICATION OF SERVICE

The undersigned hereby certifies that on the 28th day of June 2024 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 the Notice of Sale and all as attached hereto upon the following:

VIA ECF

U. S. Trustee
Office of the U.S. Trustee
Giaino 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

John P. Fahey
on behalf of Creditor The Bank of New York Mellon f/k/a The Bank of New York as Trustee for
First Horizon Alternative Mortgage Securities Trust 2004-AA5
jfahey@kordeassociates.com bankruptcy@kordeassociates.com

Linda St. Pierre
on behalf of Creditor The Bank of New York Mellon f/k/a The Bank of New York as Trustee for
First Horizon Alternative
Mortgage Securities Trust 2004-AA5
bankruptcyecfmail@mccalla.com
Linda.St.Pierre@mccalla.com;mccallaecf@ecf.courtdrive.com

Rita I. Tabraham
on behalf of Creditor The Bank of New York Mellon f/k/a The Bank of New York as Trustee for
First Horizon Alternative Mortgage Securities Trust 2004-AA5
rtabraham@kordeassociates.com

VIA FIRST CLASS MAIL

Patrick W. Lanagan
72 Tolland Avenue
Stafford Springs, CT 06076

American Adjustment Bureau
Attn: President / Manager
73 Field Street
PO Box 2758
Waterbury, CT 06723 (9402405)
(cr)

Apple Card/GS Bank
Attn: President/Manager
Lockbox 6112
P.O. Box 7247
Philadelphia, PA 19170 (9422211)
(cr)

Bank of New York Mellon
Attn: President / Manager
3815 South West Temple
PO Box 65250
Salt Lake City, UT 84115 (9402406)
(cr)

Capital One
Attn: President / Manager
PO Box 71083
Charlotte, NC 28272-1083 (9402407)
(cr)

Capital One N.A.
by American InfoSource as agent
4515 N Santa Fe Ave
Oklahoma City, OK 73118 (9404897)
(cr)

Cardmember Services/BonVoy
Attn: President / Manager
PO Box 1423
Charlotte, NC 28201-1423 (9402408)
(cr)

Comtrust Federal Credit Union
c/o Allison Ulin Lynch, Attorney
600 Georgia Avenue, Suite 6
Chattanooga, TN 37402 (9402409)
(cr)

CONNECTICUT LIGHT AND POWER D/B/A EVERSOURCE
Eversource Legal Dept-Honor Heath
107 Selden Street
Berlin, CT 06037 (9408907)
(cr)

Discover
Attn: President / Manager
PO Box 30925
Salt Lake City, UT 84130-0925 (9402410)
(cr)

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025 (9403068)
(cr)

Eversource
Attn: President / Manager
107 Selden Street
Berlin, CT 06037 (9402411)
(cr)

Hartford Federal Credit Union
Attn: President/Manager
P.O. Box 30495
Tampa, FL 33630 (9402412)
(cr)

Hartford Orthopedic Surgeons
Attn: President / Manager
1111 Cromwell Avenue
Suite 403
Rocky Hill, CT 06067(9402413)
(cr)

Intergrated Rehabilitation Services
Attn: President / Manager
435 Hartford Turnpike, Suite U
Vernon Rockville, CT 06066 (9402414)
(cr)

Internal Revenue Service
Attn: President / Manager
PO Box 7346
Philadelphia, PA 19101-7346 (9402415)
(cr)

Johnson Memorial Hospital
Attn: President / Manager
201 Chestnut Hill Road
Stafford Springs, CT 06076 (9402416)
(cr)

JPMorgan Chase Bank, N.A.
s/b/m/t Chase Bank USA, N.A.
c/o National Bankruptcy Services, LLC
P.O. Box 9013
Addison, Texas 75001 (9406048)
(cr)

Kohl's
Attn: President / Manager
PO Box 1456
Charlotte, NC 28201-1465 (9402417)
(cr)

Korde & Associates
Attn: President/Manager
900 Chelmsford Street, Suite 2
Lowell, MA 01851 (9402418)
(cr)

Lighthouse
Attn: President / Manager
129 Woodland Street
Hartford, CT 06105 (9402419)
(cr)

Marcus by Goldman Sachs
Attn: President/Manager
P.O. Box 45400
Salt Lake City, UT 84145-0400 (9422212)
(cr)

MERS, Inc.
Attn: President / Manager
5660 New Northside Dr, F13
Atlanta, GA 30328-5800 (9402420)
(cr)

Mr. Cooper
f/k/a Nationstar Mortgage
Attn: President / Manager
PO Box 650783
Dallas, TX 75265 (9402421)
(cr)

Orthopaedic Sports Specialists
Attn: President / Manager
PO Box 643
Windsor, CT 06095 (9402422)
(cr)

Orthopedic Assoc. of Middletow
Attn: President / Manager
512 Saybrook Rd
Middletown, CT 06457 (9402423)
(cr)

Radiology Assoc. of Hartford
Attn: President / Manager
PO Box 4300
Woburn, MA 01888-4300 (9402424)
(cr)

Real Time Resolutions
Attn: President / Manager
Dept. 107565
PO Box 1259
Oaks, PA 19456 (9402425)
(cr)

Real Time Resolutions, Inc.
1349 Empire Central Drive, Suite #150
Dallas, Texas 75247-4029 (9412879)
(cr)

Schreiber Law, LLC
Attn: President / Manager
53 Stiles Road, Suite A102
Salem, NH 03079 (9402426)
(cr)

State of Connecticut - DRS
Attn: President / Manager
Collections Unit - Bankruptcy
450 Columbus Blvd., Ste. 1
Hartford, CT 06103-1837 (9402427)
(cr)

The Bank of New York Mellon
c/o Nationstar Mortgage LLC
Bankruptcy Department, PO Box 619096
Dallas, TX 75261-9741 (9413050)
(cr)

Town of Stafford Tax Collector
Attn: President / Manager
1 Main St
Stafford Springs, CT 06076 (9402428)
(cr)

Trinity Health of New England
Attn: President / Manager
P.O. Box 417088
Boston, MA 02241-7088 (9402429)
(cr)

Verizon
by American InfoSource as agent
4515 N Santa Fe Ave
Oklahoma City, OK 73118 (9413387)
(cr)

Western Alliance Bank
Attn: President / Manager
PO Box 742628
Cincinnati, OH 45274-2628 (9402430)
(cr)

THE DEBTOR:
Patrick Lanagan

By: /s/ Jennifer Tremesani, Esq.
Jennifer Tremesani, Esquire
LAW OFFICES OF NEIL CRANE, LLC
2679 Whitney Avenue
Hamden, CT 06518
(203) 230-2233