

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT

In re: ZUNILDA GREEN <div style="text-align: right;">Debtor(s).</div>	CASE NO: 23-50558 CHAPTER: 13								
Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address: John E. Hudson, Esq. P.O. Box 2026, Torrington, CT 06790 Tel. (860) 489-2790 CT State Bar 407459 / email: jhudlaw@sbcglobal.net <input checked="" type="checkbox"/> <i>Attorney for:</i> Zunilda Green <input type="checkbox"/> <i>Individual appearing without attorney</i>	<u>NOTICE OF PROPOSED PRIVATE SALE OF ESTATE PROPERTY</u> <u>D. CONN. BANKR. L. R. 6004-1(a)</u>								
<u>INSTRUCTIONS FOR COMPLETING AND FILING THIS NOTICE</u> 1. This Notice shall only be used when <u>the party proposing to sell the property is not seeking a hearing</u> , 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 <u>only</u> 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): 27 Cooper Street, Torrington, CT 06790. See EXHIBIT C (boundary description)									
Proposed Private Sale Information: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">Date of Proposed Private Sale:</td> <td style="border: 1px solid black; padding: 2px;">July 25, 2024</td> <td style="border: none;">Time of Proposed Private Sale:</td> <td style="border: 1px solid black; padding: 2px;">12:00 PM</td> </tr> <tr> <td style="border: none;">Location of Proposed Private Sale:</td> <td colspan="3" style="border: 1px solid black; padding: 2px;">Law Office of John E. Hudson, 379 Prospect St., Suite C, Torrington, CT 06790</td> </tr> </table>		Date of Proposed Private Sale:	July 25, 2024	Time of Proposed Private Sale:	12:00 PM	Location of Proposed Private Sale:	Law Office of John E. Hudson, 379 Prospect St., Suite C, Torrington, CT 06790		
Date of Proposed Private Sale:	July 25, 2024	Time of Proposed Private Sale:	12:00 PM						
Location of Proposed Private Sale:	Law Office of John E. Hudson, 379 Prospect St., Suite C, Torrington, CT 06790								
Objection Deadline and Hearing Information: *Last date to file Objections to Proposed Private Sale: <u>July 9, 2024</u> *Hearing Date and Time regarding Proposed Private Sale: <u>July 16, 2024</u> at <u>10:30 AM</u> Location of hearing: <div style="border: 1px solid black; padding: 2px; display: inline-block;">U.S. Bankruptcy Court 915 Lafayette BLVD, 1st Floor Bridgeport, CT 06604</div>	* 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. * 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. 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.								

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:

1. Precondition to closing: Buyer to be cleared to close by his mortgage lender: First World Mortgage, Torrington CT office.
2. SEE OATH OF APPRAISER, EXHIBIT A-1 and APPRAISAL REPORT, EXHIBIT A-2
3. SEE PURCHASE AND SALE AGREEMENT, EXHIBIT B

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

John E. Hudson, Esq.
P.O. Box 2026, Torrington, CT 06790
Tel. (860) 489-2790 / Fax: (860) 489-7280
Email: jhudlaw@sbcglobal.net

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:

P.O. Box 2026, Torrington, CT 06790

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) June 17, 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:

Roberta Napolitano, Esq., (Ch. 13 Trustee): notices@ch13.com; rnapolitano13@epiqsystems.com
Office of the US Trustee, Region 2: USTPRegion02.NH.ECF@USDOJ.GOV

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) June 17, 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:

Attn: Tax Collector, Torrington Tax Collector's Office, 140 Main St., Torrington, CT 06790
NelNet: Attn: Bankruptcy Dept., P.O. Box 82561, Lincoln, NE 68501-2561
NelNet: Attn: Claims. P.O. Box 82505, Lincoln, NE 68501-2505
Consolidated Direct Loans, Attn: Bankruptcy, P.O. Box 5609, Greenville, TX 75403-5609
US Dept. of Ed., Attn: Bankruptcy, P.O. Box 16408, Saint Paul, MN 55116-0408 SEE CONTINUATION ATTACHED

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date), I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows:

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 17, 2024
Date

John E. Hudson, Esq.
Printed Name

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
BRIDGEPORT DIVISION**

IN RE: ZUNILDA GREEN : CASE #23-50558
(DEBTOR) : CH. 13
: DATE: 06/17/2024


**CONTINUATION SHEET FOR CERTIFICATION OF MAILING
RE: NOTICE OF PROPOSED PRIVATE SALE**

US Department of Education
Attn: Bankruptcy Dept.
P.O. Box 5609
Greenville, TX 75403-5609

Zunilda Green
27 Cooper Street
Torrington, CT 06790

US Department of Education
c/o NelNet
121 South 13th Street
Lincoln, NE 68508

Universal Payment Corp
Attn: Bankruptcy Dept.
931 Penn Ave.
Pittsburgh, PA 15222-3837



John E. Hudson, Esq.
Fed. Bar. No. 13420

Exhibit A-1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

IN RE: ZUNILDA GREEN : Case No. 23-50558
: Chapter 13
: DATE: June 10, 2024

OATH OF APPRAISER

STATE OF CONNECTICUT)
COUNTY OF LITCHFIELD) ss: City of Torrington

I, the undersigned, hereby depose and say:

1. I am over the age of 18 years and believe in the obligations of an oath.
2. I am a Connecticut licensed real estate appraiser.
3. On (date) 5/21/2024 I personally travelled to a certain piece or parcel of real property known as 27 COOPER STREET in the CITY OF TORRINGTON, COUNTY OF LITCHFIELD AND STATE OF CONNECTICUT and conducted a full appraisal in accordance with the professional standards governing Connecticut licensed real estate appraisers.
4. Based on the data that I collected, including my observations and research, I prepared a Report submitted herewith; and in my Report I indicated and opined that the value of the property (land and all improvements) is \$329,000.00.

SIGNED: Paul N. Rogers

Paul N. Rogers RCR.0000443

Duly subscribed and sworn to before me, the undersigned officer, on this 10th day of June, 2024, at Litchfield, Connecticut.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/31/2025

Exhibit A-1

APPRAISAL REPORT

of

A 2 Family Residential Dwelling

27 Cooper St

Torrington, CT 06790

As Of:

05/21/2024

Prepared For:

Zunilda Green
27 Cooper Street
Torrington, CT 06790

Prepared By:

Paul N. Rogers
654 Sharon Turnpike
Goshen, CT 06756

Exhibit
A-2

Exhibit A-2

Paul N. Rogers
654 Sharon Turnpike
Goshen, CT 06756

06/04/2024

Zunilda Green
27 Cooper Street
Torrington, CT 06790

RE:

27 Cooper St
Torrington, CT 06790
File No. GREEN05212024
Case No.

Dear Ms. Green,

In accordance with your request, I have personally inspected and prepared an appraisal report of the real property located at:

27 Cooper St, Torrington, CT 06790

The purpose of this appraisal is to estimate the market value of the property described in the body of this appraisal report.

Enclosed, please find the appraisal report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 05/21/2024 is:

\$ 329,000

The opinion of value expressed in this report is contingent upon the limiting conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Signature: _____



Paul N. Rogers
Certified Residential Real Estate Appraiser RCR.0000443

File No. GREEN05212024

Case No.

Small Residential Income Property Appraisal Report

The purpose of this appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address	27 Cooper St	City	Torrington	State	CT	Zip Code	06790				
Owner	Zunilda Green	Intended User	Zunilda Green, John Hudson, Esq., Bankruptcy Court County	Litchfield							
Legal Description Volume 1151, Pages 10-12											
Assessor's Parcel No.	Map 116, Block 3, Lot 3	Tax Year	2022	R.E. Taxes \$ 4,899.48							
Neighborhood Name	Central Torrington	Map Reference	116/003/003	Census Tract	3108.03						
Occupant	<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant	Special Assessments \$		PUD	HOA \$	per year	per month				
Property Rights Appraised	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Other (describe)										
Intended Use For use in conjunction with a current bankruptcy proceeding.											
Client	Zunilda Green	Address 27 Cooper Street, Torrington, CT 06790									
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No											
Report data source(s) used, offering price(s), and date(s). The subject was not listed on MLS in the past year, but was recently offered for sale to the client's brother, DOM 1. The seller/client's offer price to the buyer is the contract price.											
I <input checked="" type="checkbox"/> did <input type="checkbox"/> did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed. A Real Estate Contract signed by the client/seller and Amendment signed by buyer and client/seller were obtained and analyzed. The terms and conditions contained therein appear to be typical of a non-arms length transaction, as the parties are siblings and the subject was not presented to the open market.											
Contract Price \$ 330,000 Date of Contract 04/23/2024 Is the property seller the owner of public record? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Data Source(s) Land Records											
Is there any financial assistance (loan charges, sale concessions, gift or down payment assistance, etc.) to be paid by any party on behalf of the purchaser? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
If Yes, report the total dollar amount and describe the items to be paid.											
Note: Race and the racial composition of the neighborhood are not appraisal factors.											
Neighborhood Characteristics				2-4 Unit Housing Trends				2-4 Unit Housing		Present Land Use %	
Location	<input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values	<input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	53 %				
Built-Up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply	<input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$ (000)	(yrs)	2-4 Unit	10 %				
Growth	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time	<input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	200	Low	Multi-Family	0 %				
Neighborhood Boundaries Central Torrington is bounded to the north by Millard & Margerie Streets, south by Albert and E Albert Street & Route 202, east by Routes 8 & 202 and west by Wyoming Ave.				385	High	174	Commercial	37 %			
Neighborhood Description Central Torrington is an urban neighborhood, consisting of a mixture of residential and commercial uses. All major services and several major commuting routes are located within the neighborhood. The neighborhood has a mixture of single and multi family dwellings, with commercial uses located predominantly along Routes 4, 202 and Main Street that traverse and intersect within the central business district. This is a fully established and built up urban neighborhood.				314	Pred.	119	Other	0 %			
Dimensions	56.12 x 108.55 x 52.35 x 92.07	Area	.13 acre	Shape	Rectangular	View	Residential				
Specific Zoning Classification	R-6	Zoning Description Residential, 6,000SF Minimum									
Zoning Compliance	<input type="checkbox"/> Legal <input checked="" type="checkbox"/> Legal Nonconforming (Grandfathered Use) <input type="checkbox"/> No Zoning <input type="checkbox"/> Illegal (describe)										
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe. The highest and best use of the subject was opined herein based upon the analysis of proximal uses and neighborhood market trends.											
Utilities	Public Other (describe)	Public Other (describe)	Off-site Improvements--Type				Public Private				
Electricity	<input checked="" type="checkbox"/> <input type="checkbox"/>	Water	<input checked="" type="checkbox"/> <input type="checkbox"/>	Street Asphalt				<input checked="" type="checkbox"/> <input type="checkbox"/>			
Gas	<input checked="" type="checkbox"/> <input type="checkbox"/>	Sanitary Sewer	<input checked="" type="checkbox"/> <input type="checkbox"/>	Alley None				<input type="checkbox"/> <input type="checkbox"/>			
FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FEMA Flood Zone	C	FEMA Map #	0950810004B	FEMA Map Date	04/04/1983				
Are the utilities and off-site improvements typical for the market area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, describe.											
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe.											
The subject was constructed prior to 1978. Lead paint was available up to that time. The existence of lead paint on or surrounding the subject, if any, is unknown. The site dimensions have been taken from the attached deed. The subject's zoning compliance appears to be legal nonconforming due primarily to its site size being smaller than the current minimum, in relation to the apparent age of the lot.											
General Description		Foundation		Exterior Description materials/condition		Interior materials/condition					
Units	<input checked="" type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four	<input type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Foundation Walls	Stone/Avg	Floors	Hdwd/Vinyl/Avg				
Accessory Unit (describe below)		<input checked="" type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement		Exterior Walls	Vinyl Clapboard/Avg	Walls	Drywall/Avg				
# of Stories	2.00 # of bldgs. 1	Basement Area	1,485 sq. ft.	Roof Surface	Asphalt Shingle/Avg	Trim/Finish	Wood/Avg				
Type	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Finish	0 %	Gutters & Downspouts	Aluminum/Avg	Bath Floor	Vinyl/Avg				
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	<input checked="" type="checkbox"/> Outside Entr/Exit <input type="checkbox"/> Sump Pump			Window Type	Double Hung/Avg	Bath Wainscot	Fiber glass/Avg				
Design (Style)	2 Family	Evidence of	Infestation	Storm Sash/Insulated Thermo Pane/Avg	Car Storage						
Year Built	1920	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement		Screens	Aluminum/Avg	Car Storage	None				
Effective Age (Yrs)	30	Heating/Cooling		Amenities		<input checked="" type="checkbox"/> Driveway	# of Cars 2				
Attic	<input type="checkbox"/> None <input checked="" type="checkbox"/> FWA <input checked="" type="checkbox"/> HWBB <input type="checkbox"/> Radiant			Fireplace(s) #	0	Woodstove(s) #	0				
Drop Stair	<input checked="" type="checkbox"/> Stairs <input type="checkbox"/> Other	Fuel Gas		Patio/Deck		Fence	None				
<input checked="" type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling	Central Air Conditioning		Pool	None	<input checked="" type="checkbox"/> Porch 1 Enc. 3 Cov	Carport # of Cars				
Finished	Heated	Individual	Other None	Other None		Att.	<input checked="" type="checkbox"/> Det. <input type="checkbox"/> Built-in				
# of Appliances	Refrigerator 2 Range/Oven 2 Dishwasher	Disposal		Microwave		Washer/Dryer	Other (describe)				
Unit #1 contains:	5 Rooms 3 Bedroom(s) 1.0 Bath(s)	1,490	Square feet of Gross Living Area								
Unit #2 contains:	5 Rooms 3 Bedroom(s) 1.0 Bath(s)	1,490	Square feet of Gross Living Area								
Unit #3 contains:	Rooms Bedroom(s) Bath(s)		Square feet of Gross Living Area								
Unit #4 contains:	Rooms Bedroom(s) Bath(s)		Square feet of Gross Living Area								
Additional features (special energy efficient items, etc.) GLA has been rounded to the nearest 5 square feet. Unit 1 is on the 1st floor of the dwelling, unit 2 is on the 2nd floor. There are two finished/unheated rooms in the attic. Unit # 1 has a common covered front porch and a covered side porch. Unit # 2 has a private enclosed front porch and a covered side porch. There is a 1 car garage in below average condition in the rear yard, with a 2 car tandem open parking driveway.											
Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). The subject appears to be in average overall condition at the time of inspection, in need of some cosmetic attention. There was no noticeable need for significant repairs to the dwelling. The detached garage appears to be in below average overall condition, with its roof in need of replacement.											

Small Residential Income Property Appraisal Report

Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? Yes ☒ No ☐ If Yes, describeDoes the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? Yes ☒ No ☐ If No, describeIs the property subject to rent control? Yes ☐ No ☒ If Yes, describe

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL # 1	COMPARABLE RENTAL # 2	COMPARABLE RENTAL # 3
Address	27 Cooper St Torrington, CT 06790	20 Cook St Torrington, CT 06790	33 Pulver St Torrington, CT 06790	380 Litchfield St Torrington, CT 06790
Proximity to subject		0.27 miles E	0.66 miles N	0.15 miles S
Current Monthly Rent	\$ 0	\$ 3,250	\$ 2,700	\$ 1,495
Rent/Gross Bldg. Area	\$ 0.00 sq. ft.	\$ 1.57 sq. ft.	\$ 1.14 sq. ft.	\$ 0.62 sq. ft.
Rent Control	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Data Source(s)	Inspection/Assessor	CTMLS# 24000067	CTMLS# 170566183	CTMLS# 170588369
Date of Lease(s)	No Leases	11/23 & 02/24	08/22 & 06/22	10/22 & Vacant
Location	Average	Average	Average	Average
Actual Age	104 yrs	134 yrs	124 yrs	144 yrs
Condition	Average	Good	Good	Good
Gross Building Area	2,980	2,074	2,362	2,395
Unit Breakdown	Rm Count Tot Br Ba Size Sq. Ft.	Rm Count Tot Br Ba Size Sq. Ft.	Monthly Rent Rm Count Tot Br Ba Size Sq. Ft.	Monthly Rent Rm Count Tot Br Ba Size Sq. Ft.
Unit #1	5 3 1.0 1,490	4 2 1.0 1,037	\$ 1,400 6 3 1.0 1,181	\$ 1,400 5 3 2.0 1,197
Unit #2	5 3 1.0 1,490	6 4 1.0 1,037	\$ 1,850 6 3 1.0 1,181	\$ 1,300 5 3 1.0 1,198
Unit #3			\$	\$
Unit #4			\$	\$
Utilities Included	Water	Water	Water	Water
Garage	1-Car	None	None	3-Car

Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.) The comparable rentals are all in superior condition to the subject, having been renovated. They all have a total of 6 bedrooms, as does the subject. The total bedroom count was a primary characteristic that was used in choosing the comparable rental properties. Rental #s 1 and 2 had both of their units rented at the times of their listings. Comp Rental # 3 had one unit rented but the other unit was vacant. It would appear to have a similar market rent to its first unit. Subject's opinion of market rent reflects plus GBA and minus condition adjustments.

Rent Schedule: The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Unit No.	Leases		Actual Rent		Total Rent	Opinion Of Market Rent		Total Rent
	Lease Date	Per Unit	Unfurnished	Furnished		Unfurnished	Furnished	
1	None	None	\$ 0	\$	\$ 0	\$ 1,400	\$	\$ 1,400
2	None	None	\$ 0	\$	\$ 0	\$ 1,400	\$	\$ 1,400
3			\$	\$	\$	\$	\$	\$
4			\$	\$	\$	\$	\$	\$
Comment on lease data: There were no leases.			Total Actual Monthly Rent		\$ 0	Total Gross Monthly Rent		\$ 2,800
The first floor is occupied by the client's family and the second floor is vacant.			Other Monthly Income (itemize)		\$	Other Monthly Income (itemize)		\$
			Total Actual Monthly Income		\$ 0	Total Estimated Monthly Income		\$ 2,800

Utilities included in estimated rents: Electric ☒ Water ☐ Sewer ☐ Gas ☐ Oil ☐ Cable ☐ Trash collection ☐ Other ☐

Comments on actual or estimated rents and other monthly income (including personal property): There are no current leases for the subject's units. The first floor unit (Unit # 1) is currently occupied by the client's family. The second floor unit (Unit # 2) is currently vacant. The estimated rents for the subject's units have been determined from the analysis of recent market rents of unit rentals within 2 family dwellings which have been reported in MLS listings within the past year and have the greatest degree of similarity to the subject's units.

I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explainMy research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) Land Records

My research ☒ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) Land Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 4).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer		03/14/2024		
Price of Prior Sale/Transfer		\$0		
Data Source(s)	Land Records	Volume 1408, Page 818	Land Records	Land Records
Effective Date of Data Source(s)	05/21/2024	05/21/2024	05/21/2024	05/21/2024

Analysis of prior sale or transfer history of the subject property and comparable sales: Comp Sale # 1 transferred approximately 2 months prior to its latest sale as a distribution from an estate to a prior co-owner.

Small Residential Income Property Appraisal Report

File No. GREEN05212024

Case No.

There are 3 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 309,900 to \$ 330,000	
There are 28 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 200,000 to \$ 385,000	
FEATURE	SUBJECT
Address	27 Cooper St Torrington, CT 06790
Proximity to Subject	0.22 miles SE
Sale Price	\$ 330,000
Sale Price/Gross Bldg. Area	\$ 110.74 sq. ft.
Gross Monthly Rent	\$ 2,800
Gross Rent Multiplier	120.75
Price Per Unit	\$ 165,000
Price Per Room	\$ 33,000
Price Per Bedroom	\$ 55,000
Rent Control	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Data Source(s)	Inspection
Verification Source(s)	City Records
VALUE ADJUSTMENTS	DESCRIPTION
Sale or Financing	None
Concessions	None
Date of Sale/Time	s05/24;c3/24
Location	Average
Leasehold/Fee Simple	Fee Simple
Site	.13 acre
View	Residential
Design (Style)	2 Family
Quality of Construction	Average
Actual Age	104 yrs
Condition	Average
Gross Building Area	2,980 sq. ft.
Unit Breakdown	Total Bdrms Baths
Unit # 1	5 3 1.0
Unit # 2	5 3 1.0
Unit # 3	
Unit # 4	
Basement Description	Full/1,485 sf
Basement Finished Rooms	None
Functional Utility	Average
Heating/Cooling	FHA&HWBB/None
Energy Efficient Items	None noted
Parking On/Off Site	1 Car Garage
Porch/Patio/Deck	1 EP, 3 CP's
Additional Amenities	None
Net Adjustment (Total)	\$ -23,500
Adjusted Sale Price of Comparables	\$ 328,500
Adj. Price Per Unit (Adj. SP Comp# of Comp Units)	\$ 164,250
Adj. Price Per Room (Adj. SP Comp# of Comp Rooms)	\$ 27,375
Adj. Price Per Bdrms. (Adj. SP Comp# of Comp Bedrooms)	\$ 54,750
Value Per Unit	\$ 164,000 X 2 Units = \$ 328,000
Value Per Rm.	\$ 30,000 X 10 Rooms = \$ 300,000
Summary of Sales Comparison Approach including reconciliation of the above indicators of value. The comparable sales are all located within 1 mile of the subject and closed approximately within the 8 months prior to the effective date of this appraisal. All appeared to have sold in superior condition to the subject. All had two 3 bedroom units similar to the subject. Comp Sale # 2 had an additional bathroom in one unit. Comp Sale #s 1 & 2 had additional 2 car and 1 car garages, respectively. Comp Sale # 3 did not have a garage. Comparable Sale # 1 appears to have the greatest degree of similarity to the subject overall, due to its most similar gross building area and being the most recent sale. Therefore, Comparable Sale # 3 has been weighted. The indicated value of the subject as concluded from this method is \$1,000 less than the proposed sale price, but within a statistical range of variation. Therefore, this difference is not considered to be significant.	
Indicated Value by: Sales Comparison Analysis \$ 329,000	
Total gross monthly rent \$ 2,800 X gross rent multiplier (GRM) 120.75 = \$ 338,100 Indicated value by Income Approach	
Comments on income approach including reconciliation of the GRM The GRM was developed from the analysis of comparable rental sales of 2 family dwellings which sold over the past year. The GRM reflects the median from this analysis.	
Indicated Value by: Sales Comparison Analysis \$ 329,000 Income Approach \$ 338,100 Cost Approach (if developed) \$ 325,408	
The Cost Approach was considered and formulated, but not weighted due to variation in estimated physical depreciation for dwellings the subject's age. The Income Approach was also considered and formulated. It was weighted secondarily to the Sales Comparison Analysis.	
The Sales Comparison Analysis was considered, formulated and weighted as being the primary method, due to the method's reflection of typical and current buyer motivation within the neighborhood.	
This appraisal is made <input checked="" type="checkbox"/> "as is," <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:	
Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 329,000 as of 05/21/2024	

File No. GREEN05212024
Case No.

Small Residential Income Property Appraisal Report

APPRAISAL REPORT DEFINITION, INTENDED USE AND USERS-

This appraisal report has been formulated for the purpose of estimating the current fair market value of the subject as of the effective date of this appraisal (the date of inspection).

The intended use of this appraisal report is to evaluate the property that is the subject of this appraisal in conjunction with a bankruptcy proceeding, subject to the stated scope of work, purpose of the appraisal report form, and definition of market value.

The source of the definition of "fair market value" which is utilized within this appraisal report is defined within IRS Publication 561.

The intended users of this appraisal report are the client Zunilda Green, her attorney John Hudson and the District of Connecticut United States Bankruptcy Court. No additional intended users are identified by the appraiser.

SCOPE-

The scope of this appraisal includes the analysis and determination of the market value of the subject in accordance with the methods formulated and reconciled within this appraisal, together with an interior and exterior inspection of the subject, review of public records, local market data, and comparable sales and rentals data, including exterior inspection of the comparable sales and comparable rentals.

EXPOSURE TIME FOR SUBJECT-

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. A reasonable estimate of the subject's exposure time was between 5 and 15 days.

COST APPROACH TO VALUE (if applicable)

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) The site value was estimated based upon the the utilization of the extraction method.

ESTIMATED	REPRODUCTION OR	<input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	50,000
Source of cost data	builders' costs	Dwelling	2,981 Sq. Ft. @ \$ 165.70	= \$	493,952
Quality rating from cost service	Effective date of cost data 05/21/2024		Sq. Ft. @ \$	= \$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.)	Porches				12,670
Physical depreciation reflects the observed condition of the subject at the time of inspection, and the subject's apparent effective age. No	Garage/Carport	288 Sq. Ft. @ \$ 28.45	= \$		8,194
noticeable functional or external depreciation.	Total Estimate of Cost-new		= \$		514,816
	Less Physical 50 Functional 0 External 0				
	Depreciation 257,408	0	0	= \$ (257,408
	Depreciated Cost of Improvements		= \$		257,408
	"As-is" Value of Site Improvements		= \$		18,000
Estimated Remaining Economic Life (HUD and VA only)	30 Years	Indicated Value By Cost Approach	= \$		325,408

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowner's Association (HOA)?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Unit type(s)	<input type="checkbox"/> Detached	<input type="checkbox"/> Attached
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.						
Legal Name of Project						
Total number of phases		Total number of units		Total number of units sold		
Total number of units rented		Total number of units for sale		Data source(s)		
Was the project created by the conversion of existing building(s) into a PUD?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, date of conversion.		
Does the project contain any multi-dwelling units?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Data source.		
Are the units, common elements, and recreation facilities complete?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	If No, describe the status of completion.		
Are the common elements leased to or by the Homeowner's Association?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	If Yes, describe the rental terms and options.		
Describe common elements and recreational facilities.						

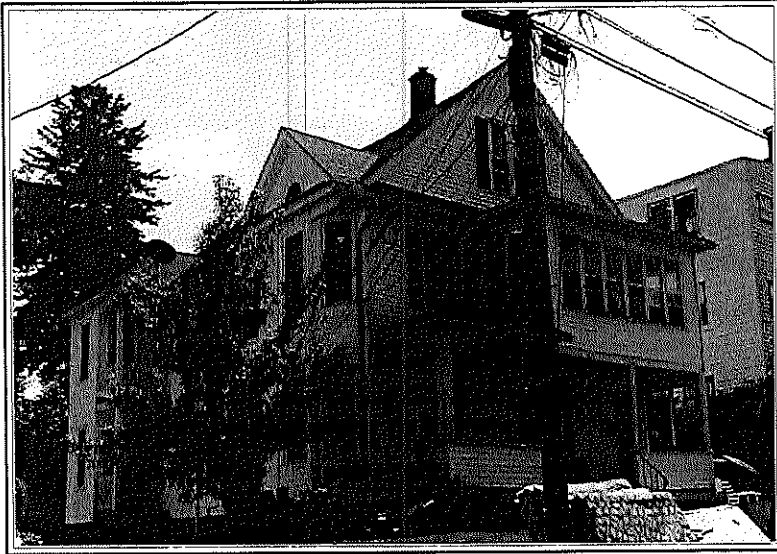
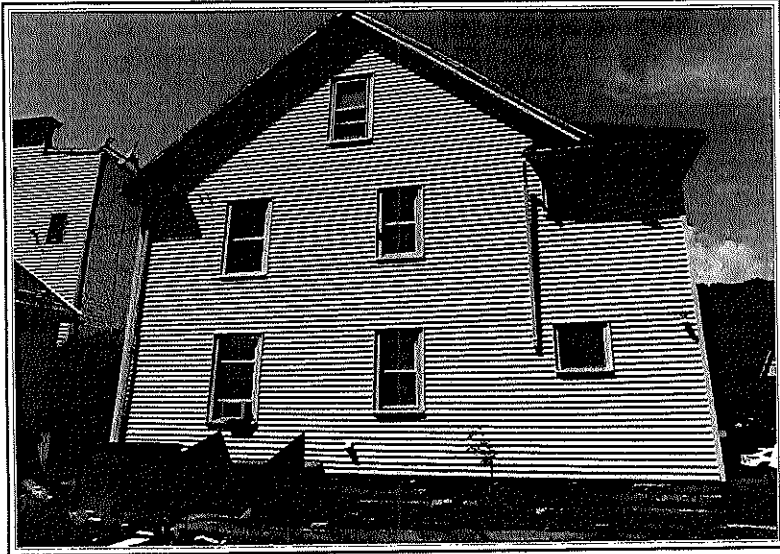
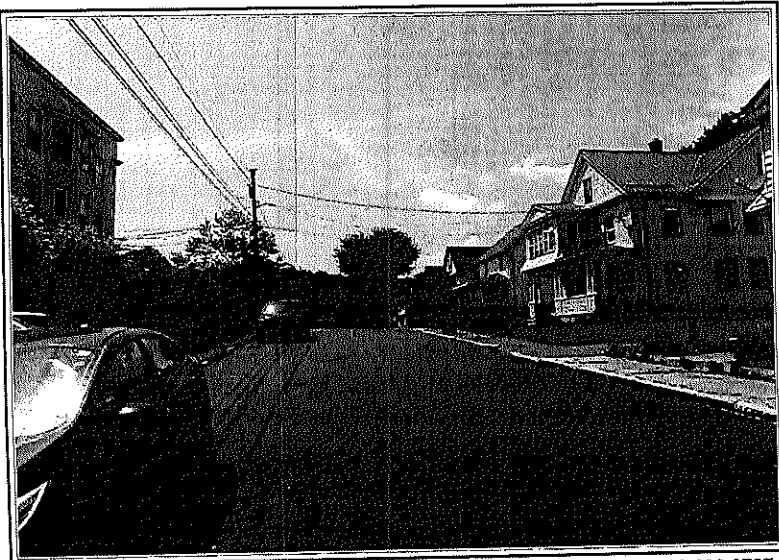
SUBJECT PHOTO ADDENDUMFile No. GREEN05212024
Case No.

Owner Zuniida Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zuniida Green Address 27 Cooper Street, Torrington, CT 06790

**FRONT OF
SUBJECT PROPERTY**
27 Cooper St
Torrington, CT 06790**REAR OF
SUBJECT PROPERTY****STREET SCENE**

SUBJECT PHOTO ADDENDUM

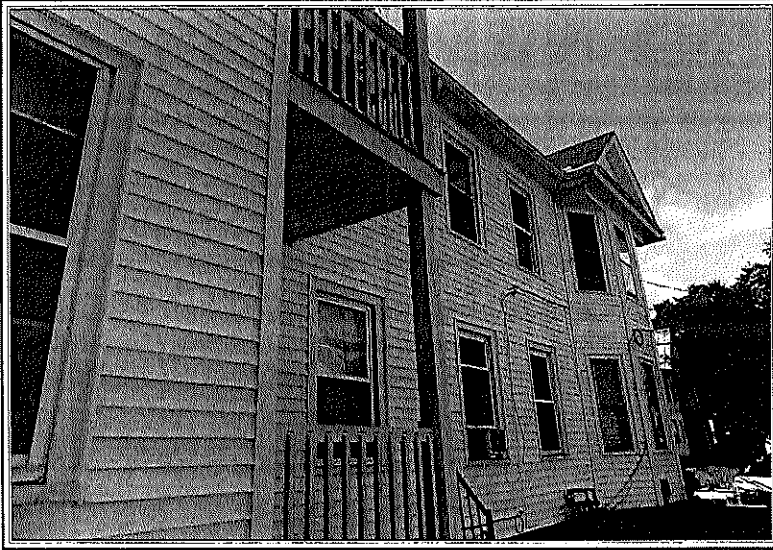
File No. GREEN05212024
Case No.

Owner Zunilda Green

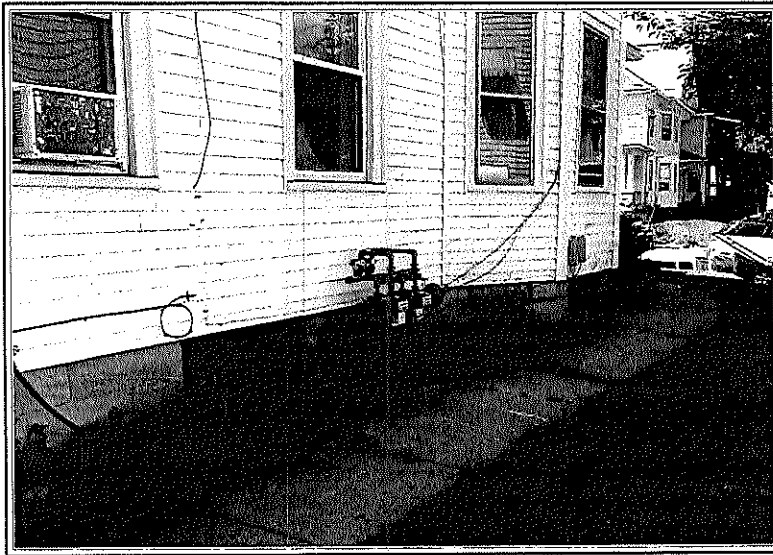
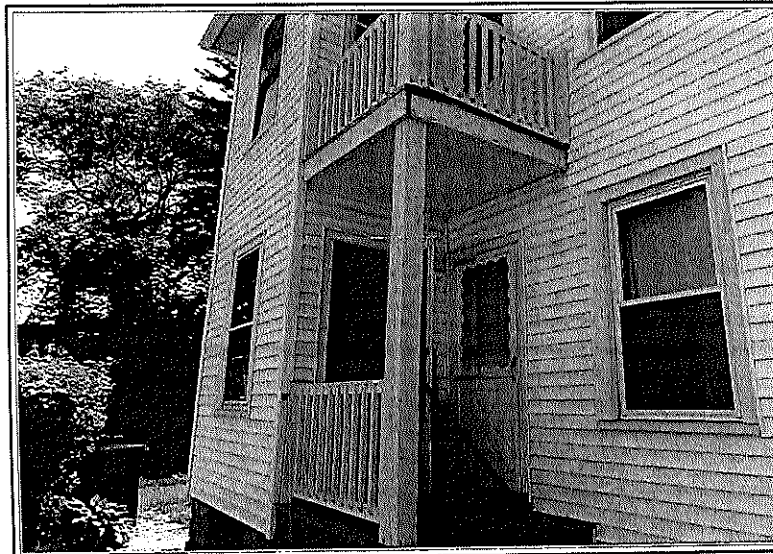
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Left Side of Subject

Lower Left Side of Subject Showing
Public Gas Meters

Alternate Left Side View of Subject

SUBJECT PHOTO ADDENDUM

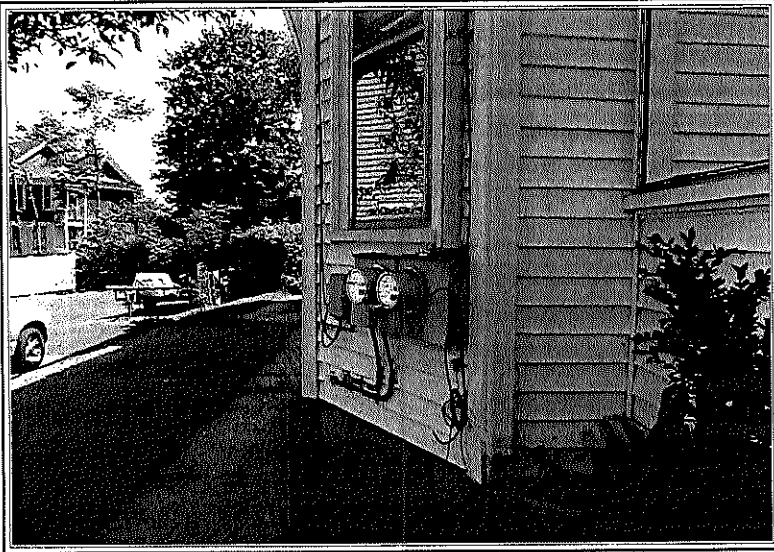
File No. GREEN05212024
Case No.

Owner Zunilda Green

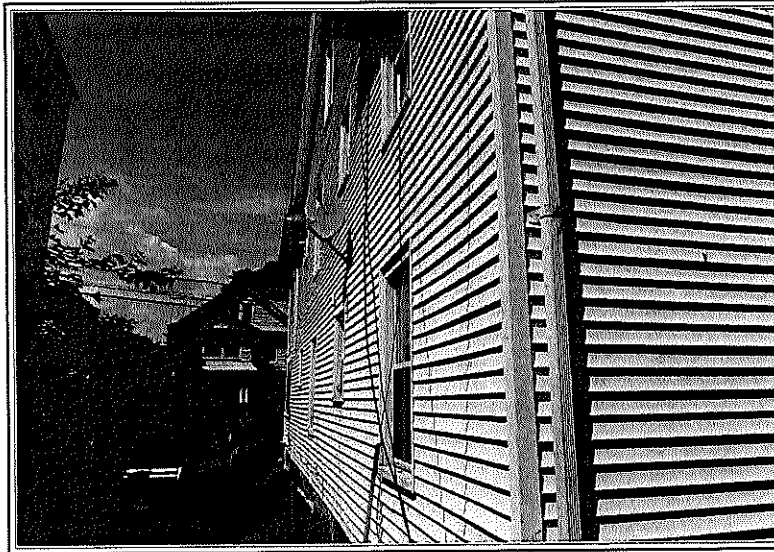
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

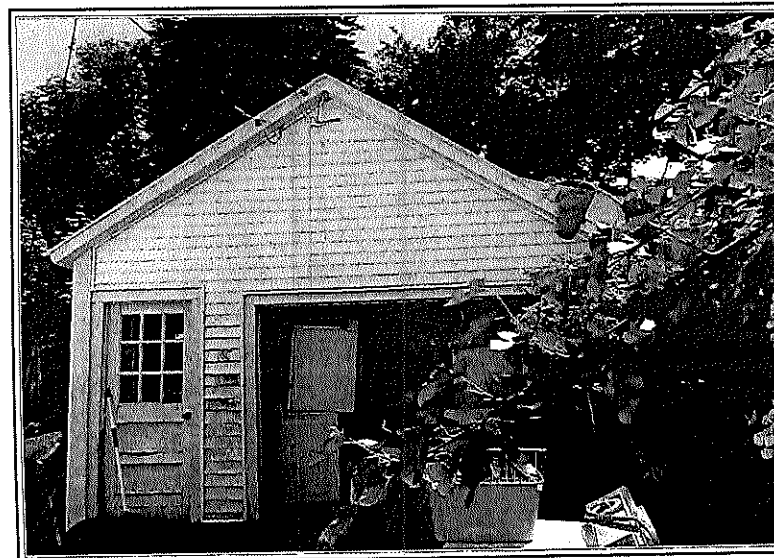
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Electric Meters



Right Side View of Subject



Front of Detached Garage

SUBJECT PHOTO ADDENDUM

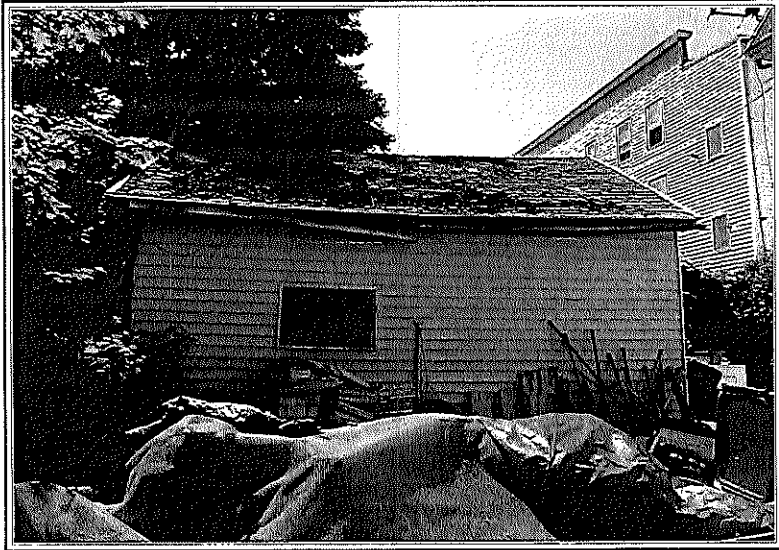
File No. GREEN05212024
Case No.

Owner Zunilda Green

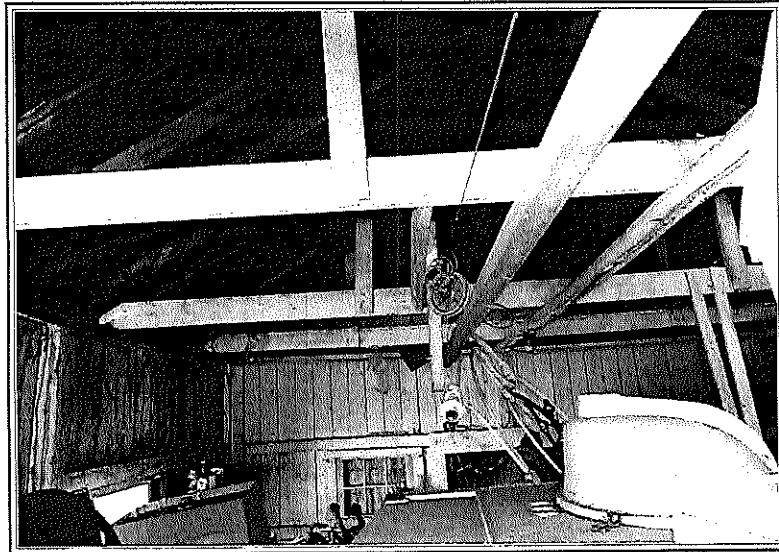
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

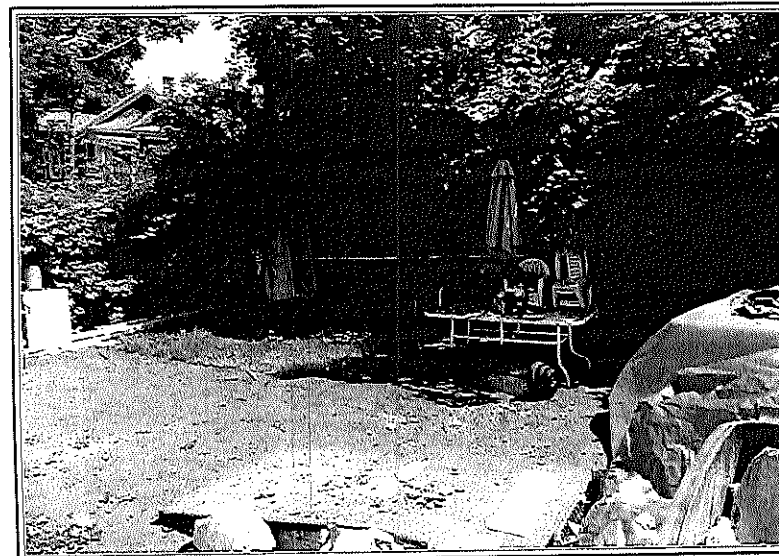
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Left Side of Detached Garage



Garage Interior



Rear Yard View

SUBJECT PHOTO ADDENDUM

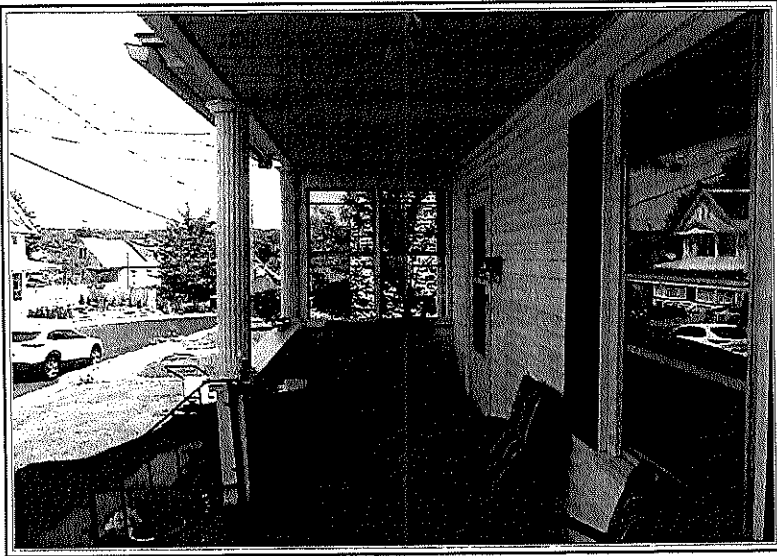
File No. GREEN05212024
Case No.

Owner Zunilda Green

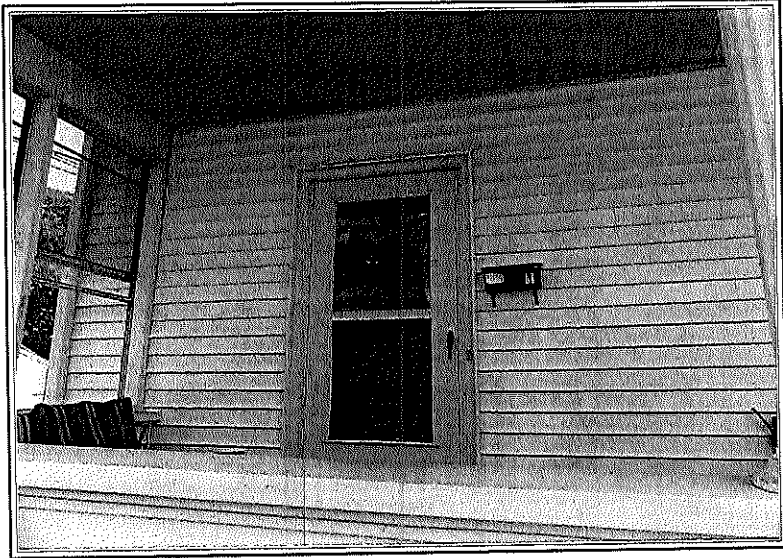
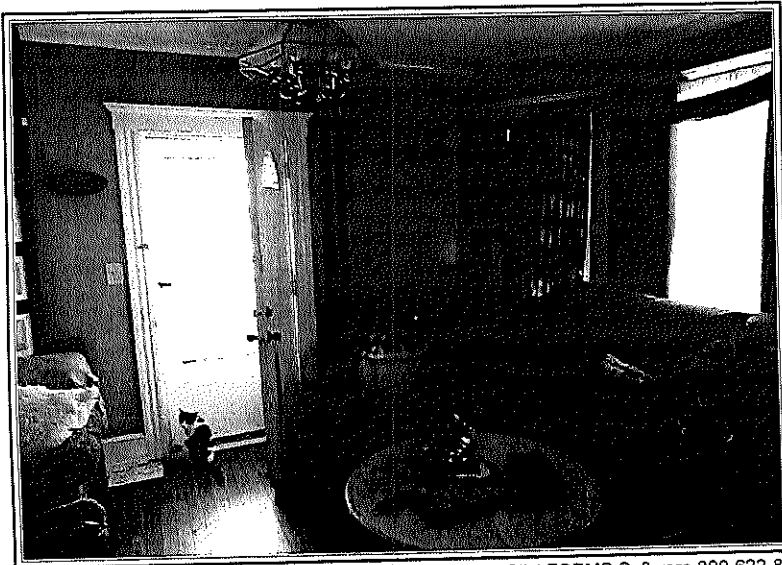
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Front Porch

Unit # 1 (1st Floor of Dwelling)
Front Entrance Door

Unit # 1 Living Room

SUBJECT PHOTO ADDENDUM

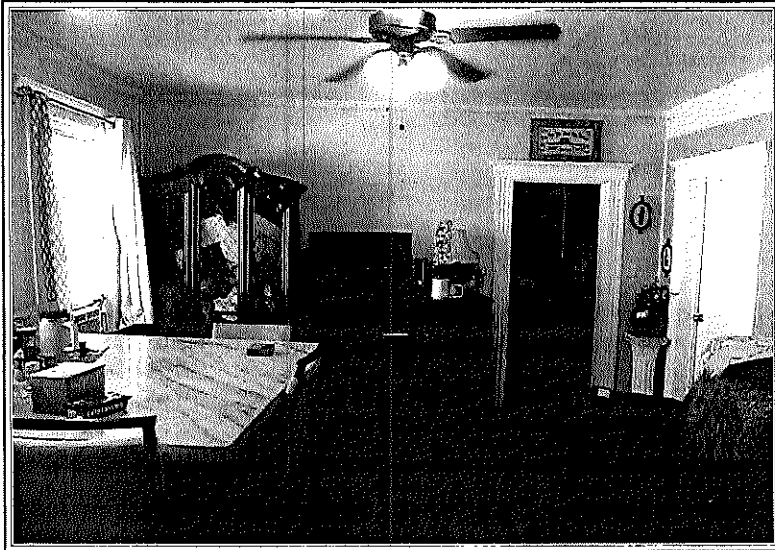
File No. GREEN05212024
Case No.

Owner Zunilda Green

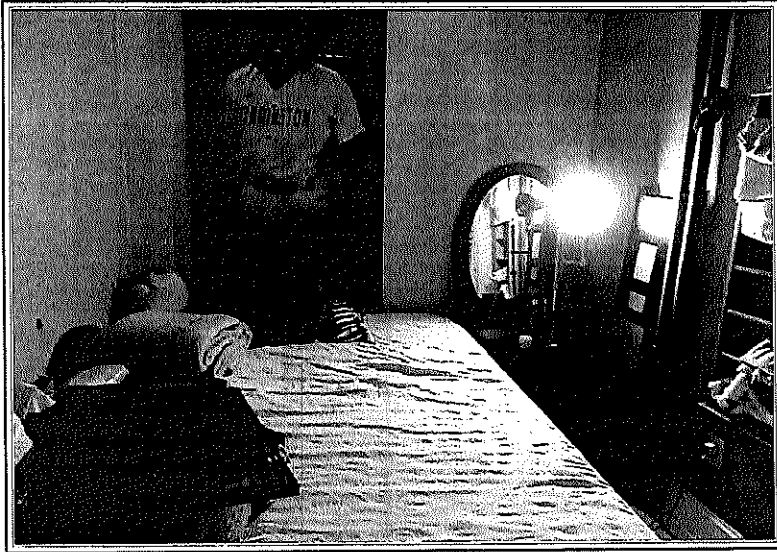
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

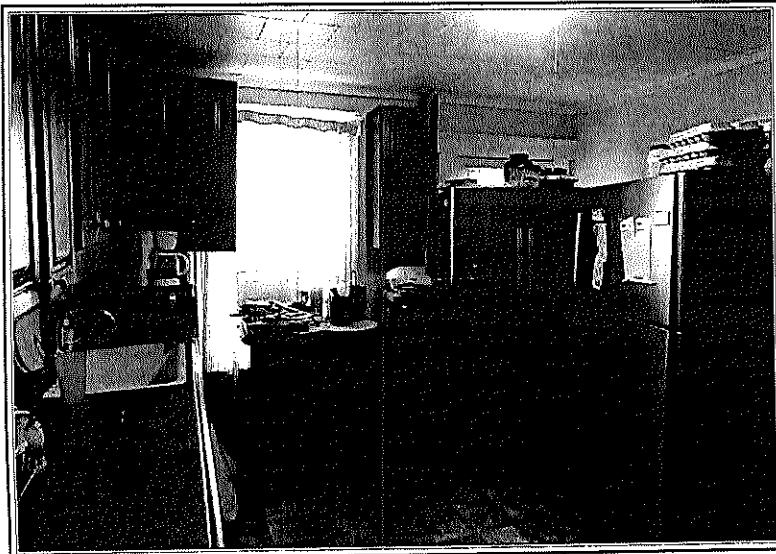
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Unit # 1 Dining Area



Unit # 1 Bedroom # 1



Unit # 1 Kitchen

SUBJECT PHOTO ADDENDUM

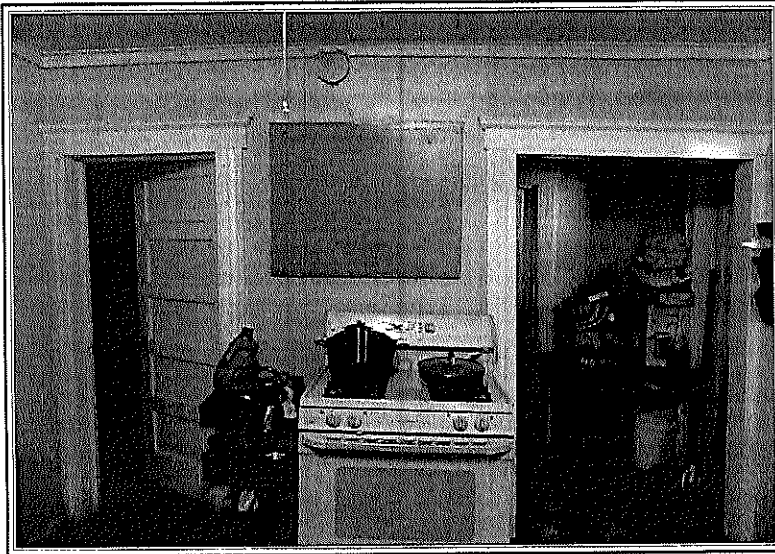
File No. GREEN05212024
Case No.

Owner Zunilda Green

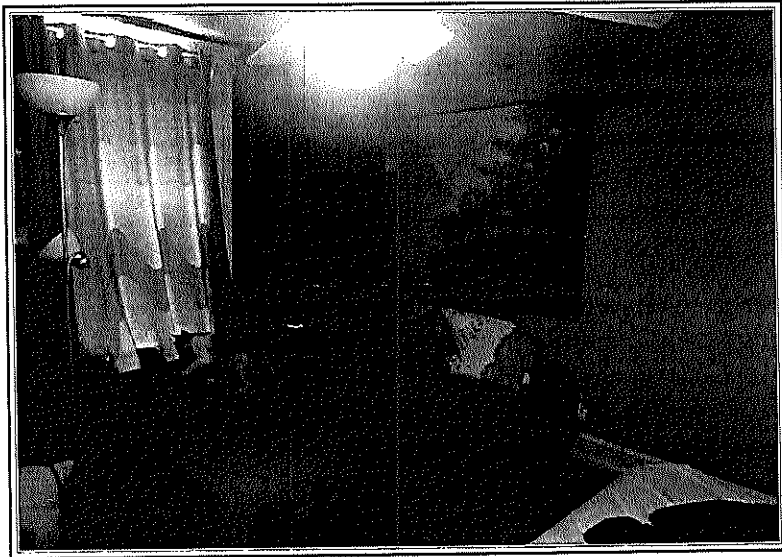
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

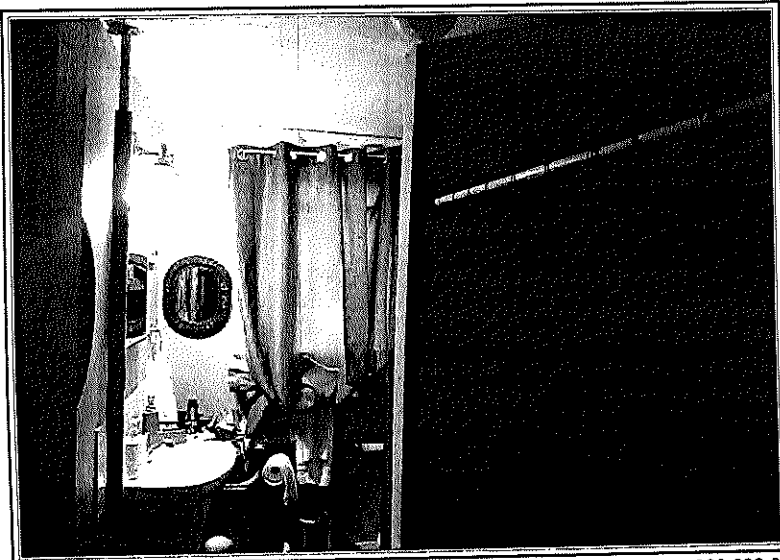
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Unit # 1 Kitchen, Alternate View



Unit # 1 Bedroom # 2



Unit # 1 Bathroom, 2nd Floor

SUBJECT PHOTO ADDENDUM

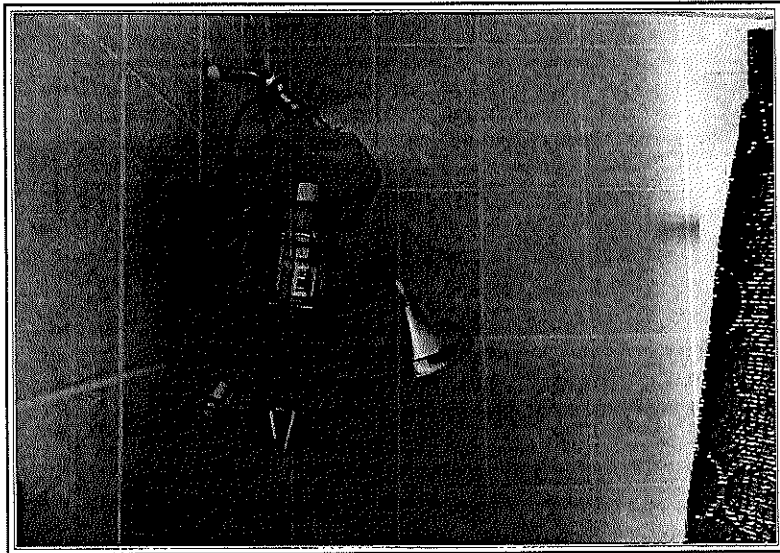
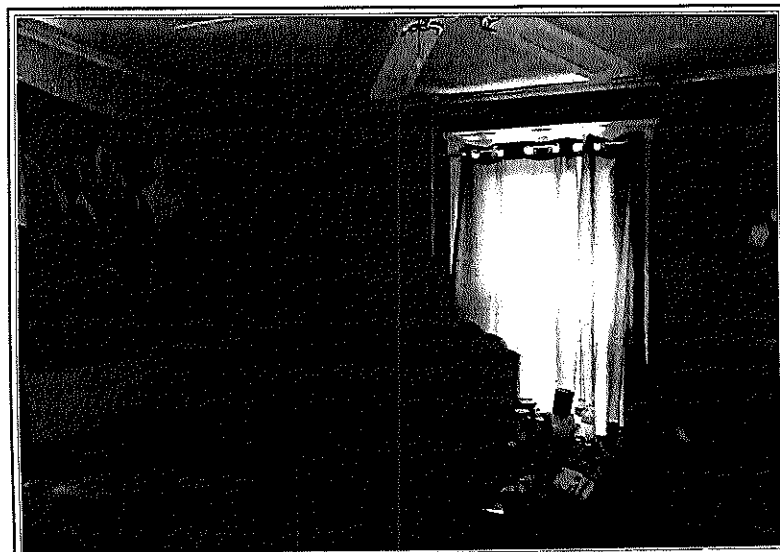
File No. GREEN05212024
Case No.

Owner Zuniida Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zuniida Green Address 27 Cooper Street, Torrington, CT 06790

Unit # 1 Bathroom, 1st Floor,
Alternate ViewUnit # 1 Bathroom, 1st Floor,
Alternate View

Unit # 1, Bedroom # 3

SUBJECT PHOTO ADDENDUM

File No. GREEN05212024
Case No.

Owner Zunilda Green

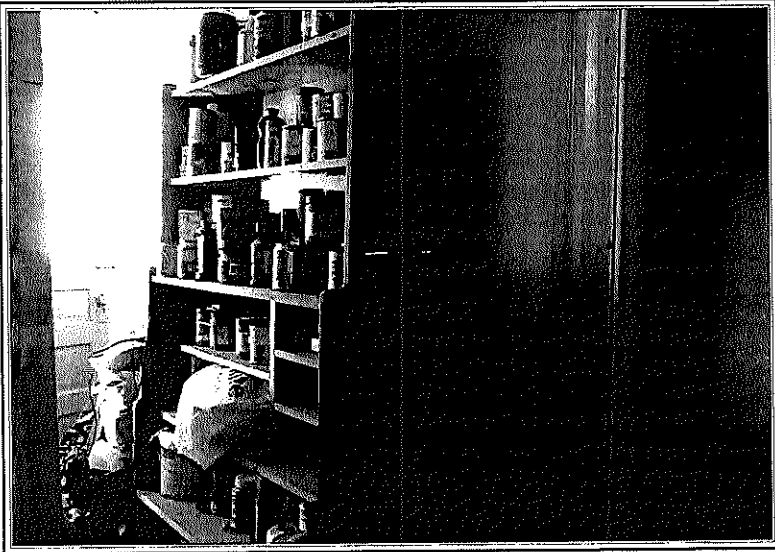
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Unit # 1, Pantry



Unit # 1, Rear Hallway

Unit # 1 Right Side Entrance To
Rear Hallway

SUBJECT PHOTO ADDENDUM

File No. GREEN05212024
Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington

County

Litchfield

State

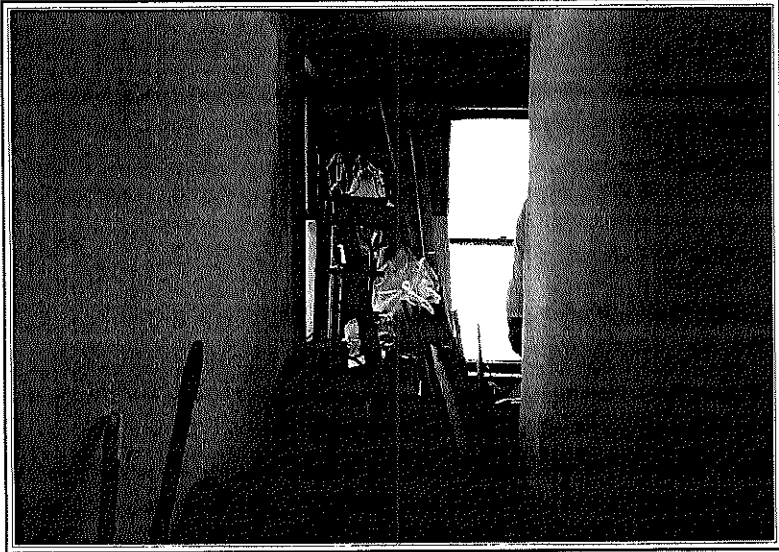
CT

Zip Code

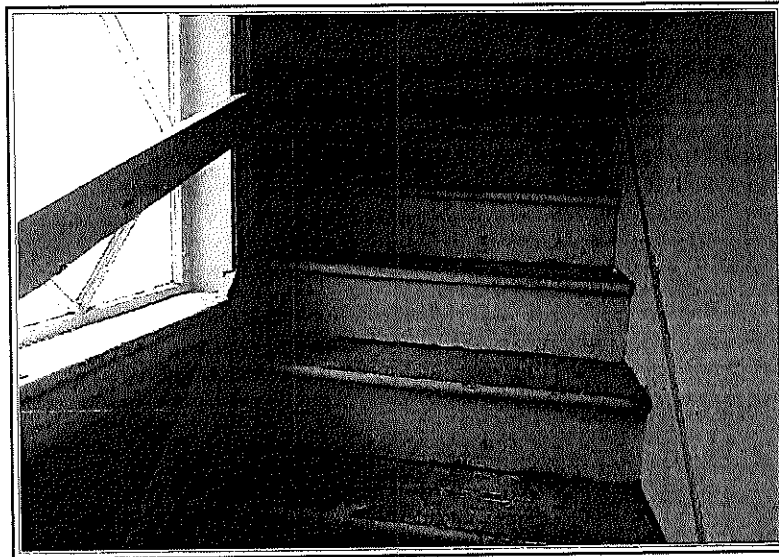
06790

Client Zunilda Green

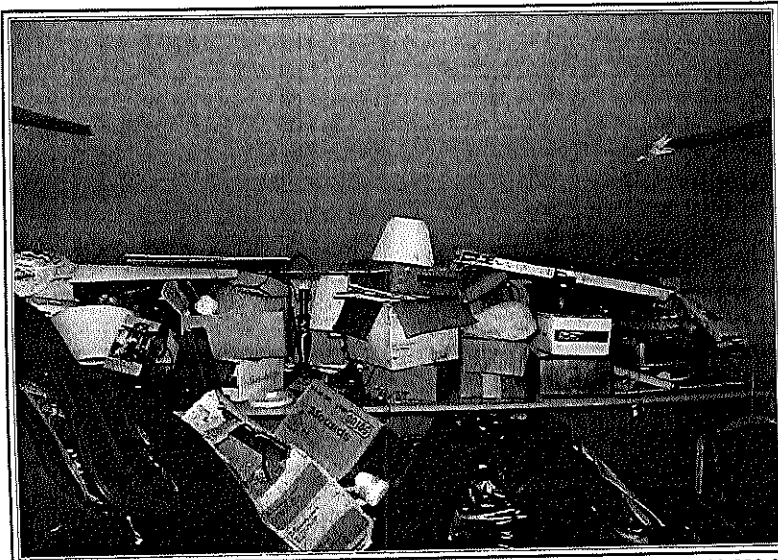
Address 27 Cooper Street, Torrington, CT 06790



Unit # 2 Rear Hallway



Unit # 2 Stairs To Attic



Attic Room # 1

SUBJECT PHOTO ADDENDUM

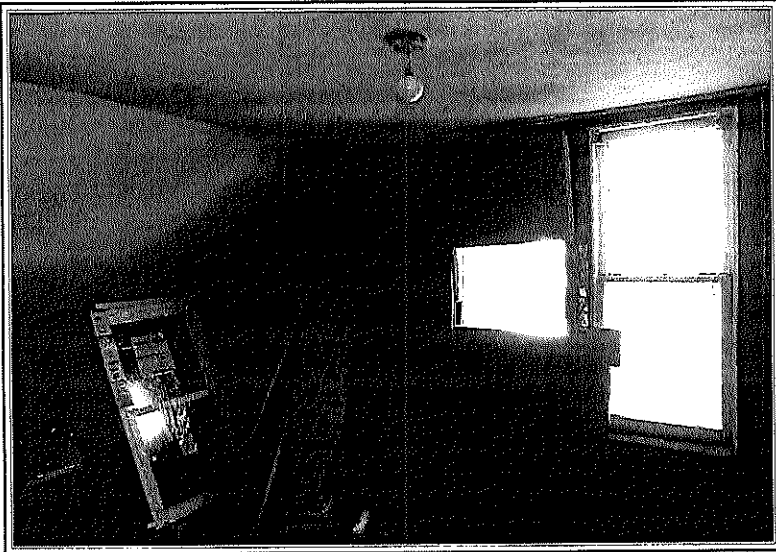
File No. GREEN05212024
Case No.

Owner Zunilda Green

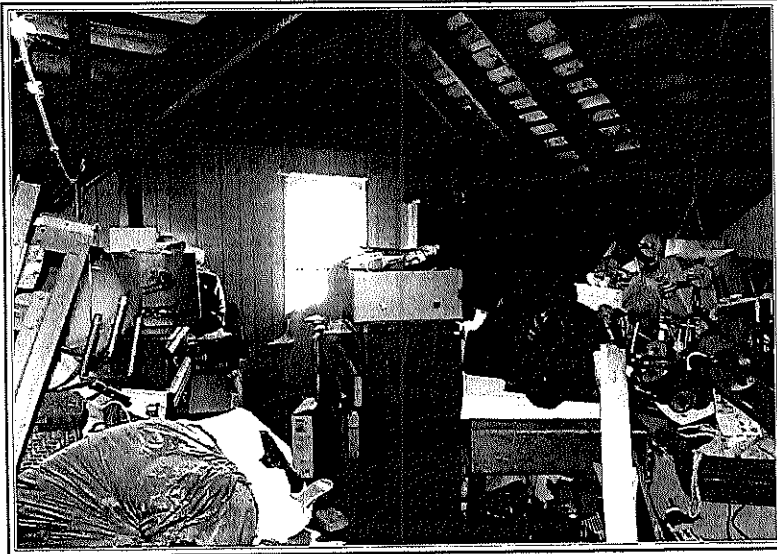
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

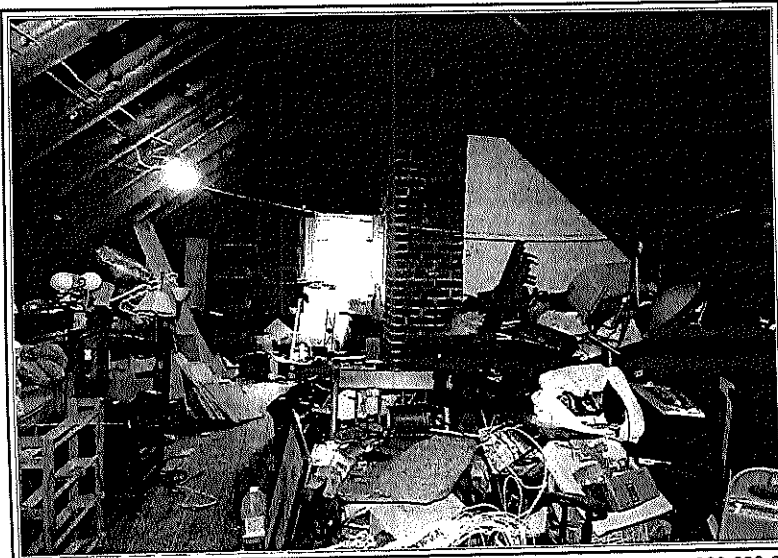
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Attic Room # 2



Unfinished Attic

Unfinished Attic,
Alternate View

SUBJECT PHOTO ADDENDUM

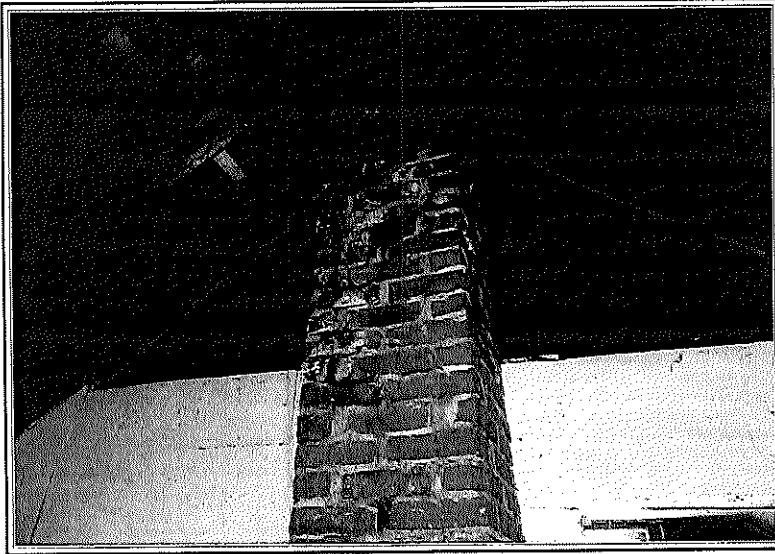
File No. GREEN05212024
Case No.

Owner Zunilda Green

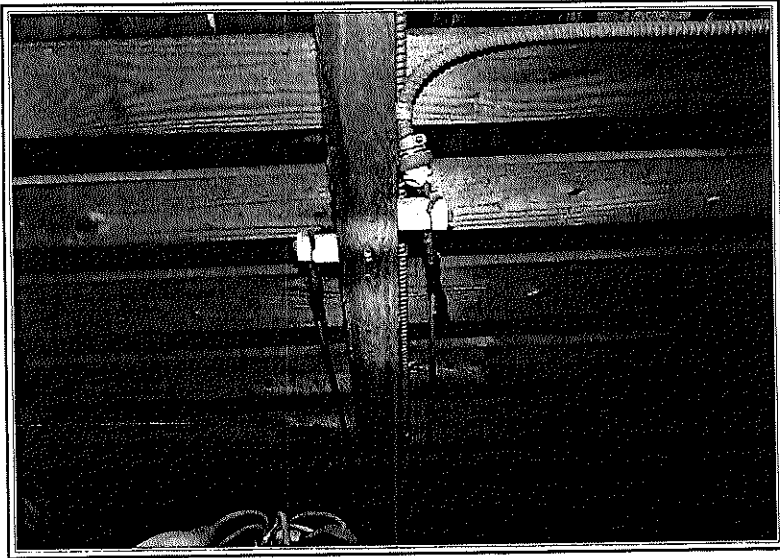
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Close Up View of Chimney In Attic

Knob & Tube Wiring In Attic That
Appeared To Be ConnectedFront Entrance Door To Unit # 2
(2nd Floor of Dwelling)

SUBJECT PHOTO ADDENDUM

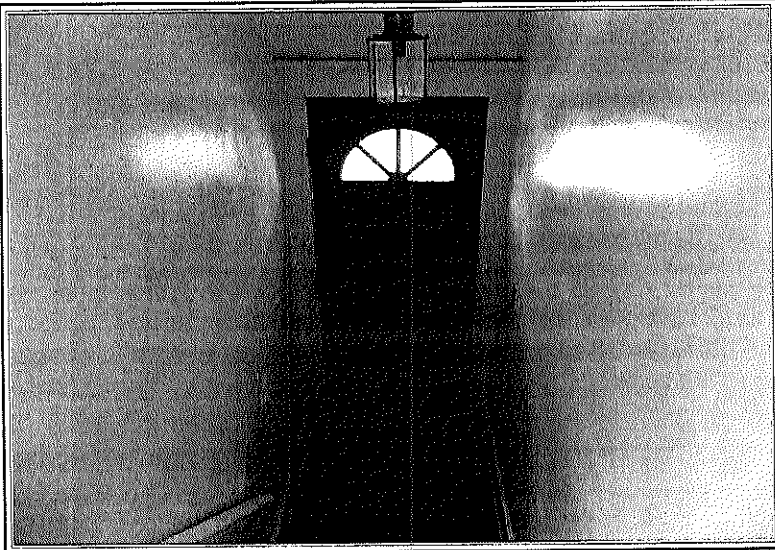
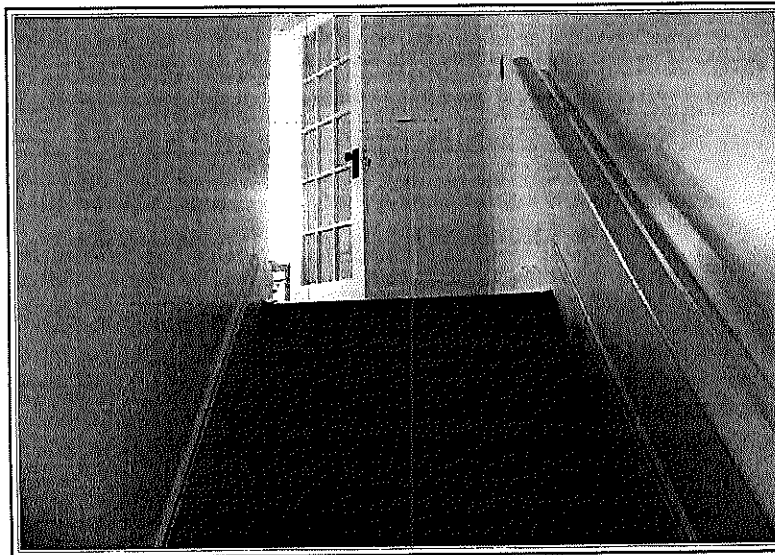
File No. GREEN05212024
Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790

Interior of Front Entrance Door To
Unit # 2

Unit # 2 Front Entrance Stairs



Unit # 2 Door To Enclosed Porch

SUBJECT PHOTO ADDENDUM

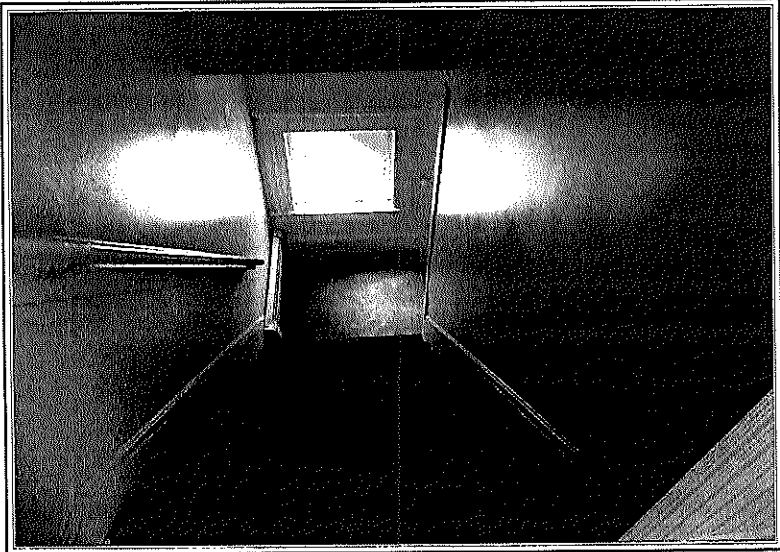
File No. GREEN05212024
Case No.

Owner Zunilda Green

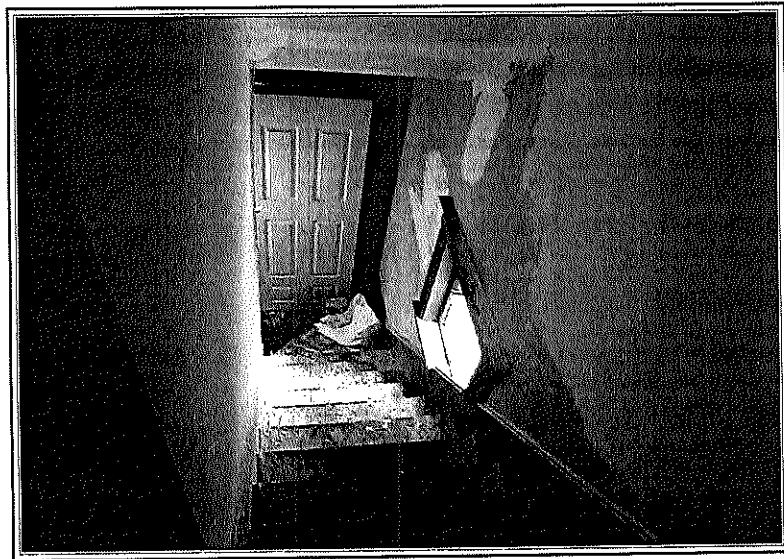
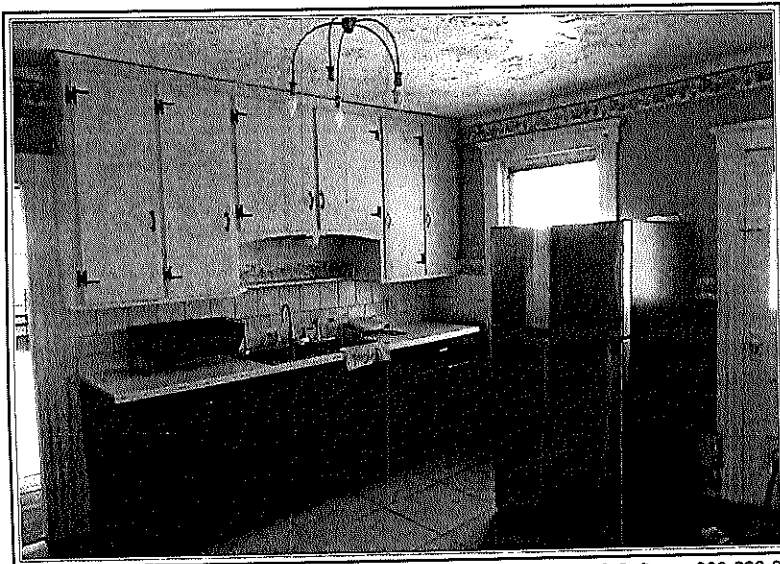
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Unit # 2 Alternate Stairs

Stairwell View From Unit # 2 Down
To Unit # 1

Unit # 2 Kitchen

SUBJECT PHOTO ADDENDUM

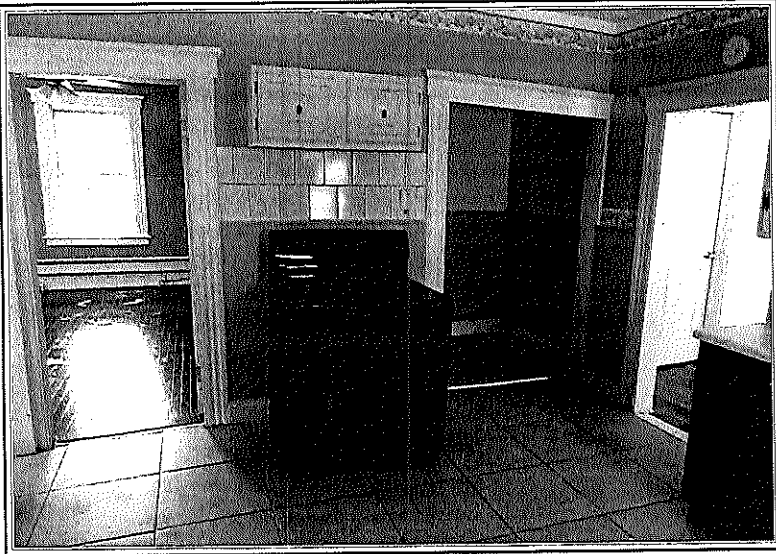
File No. GREEN05212024
Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

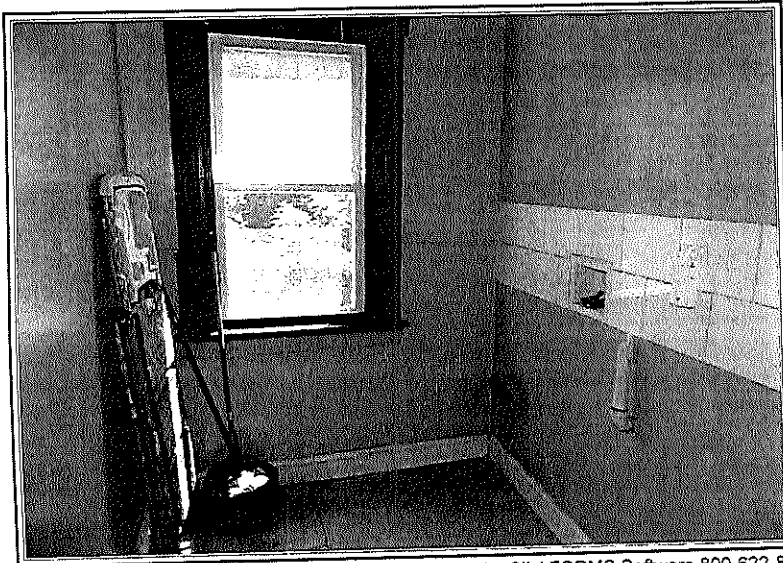
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Unit # 2 Kitchen, Alternate View



Unit # 2 Right Side Open Porch



Unit # 2 Laundry Room

SUBJECT PHOTO ADDENDUM

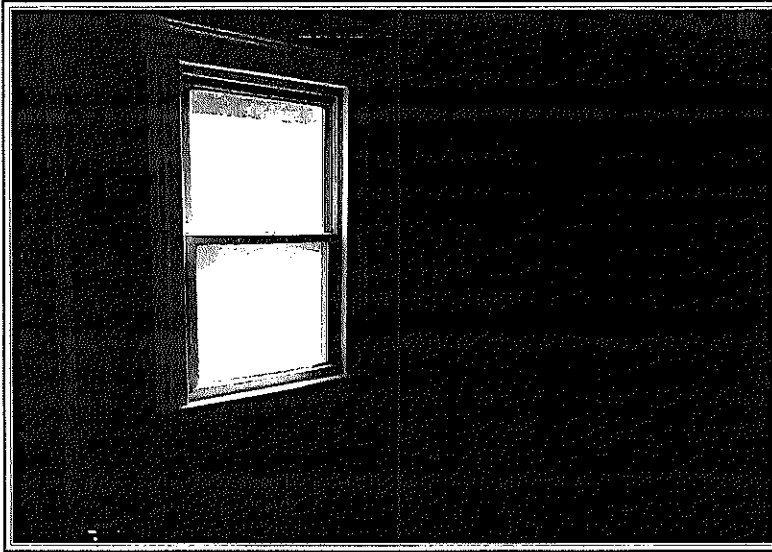
File No. GREEN05212024
Case No.

Owner Zunilda Green

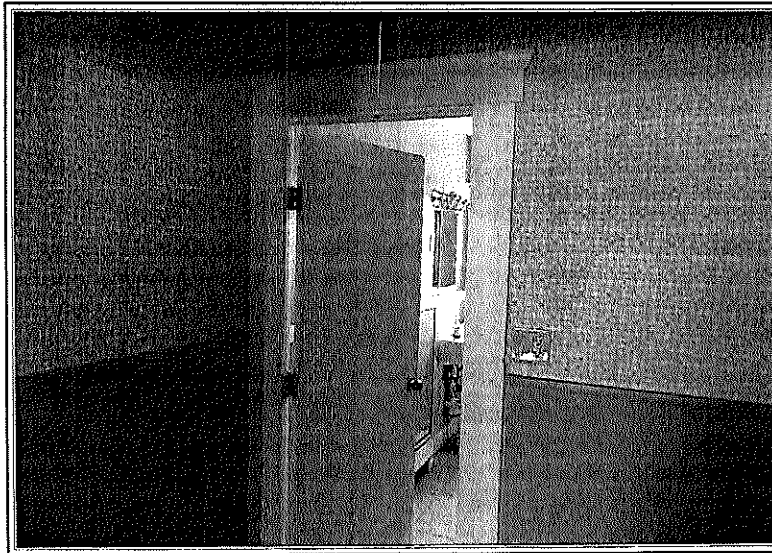
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

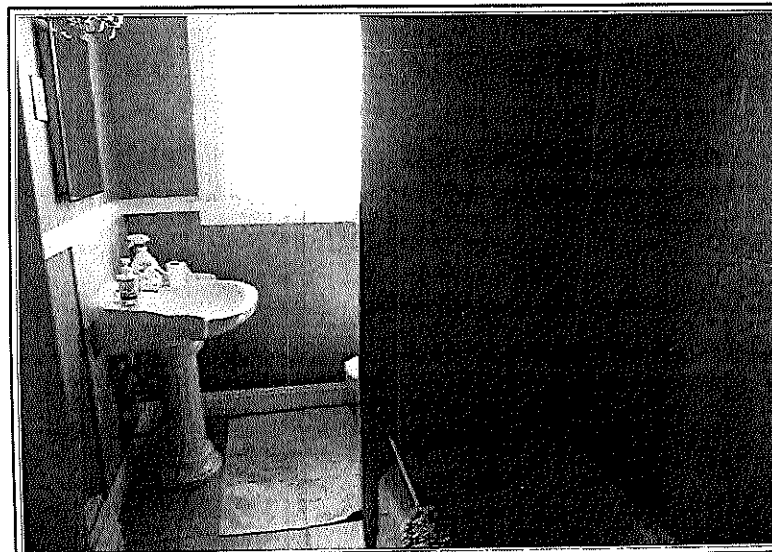
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Unit # 2 Bedroom # 1



Unit # 2 Door To Bathroom



Unit # 2 Bathroom

SUBJECT PHOTO ADDENDUM

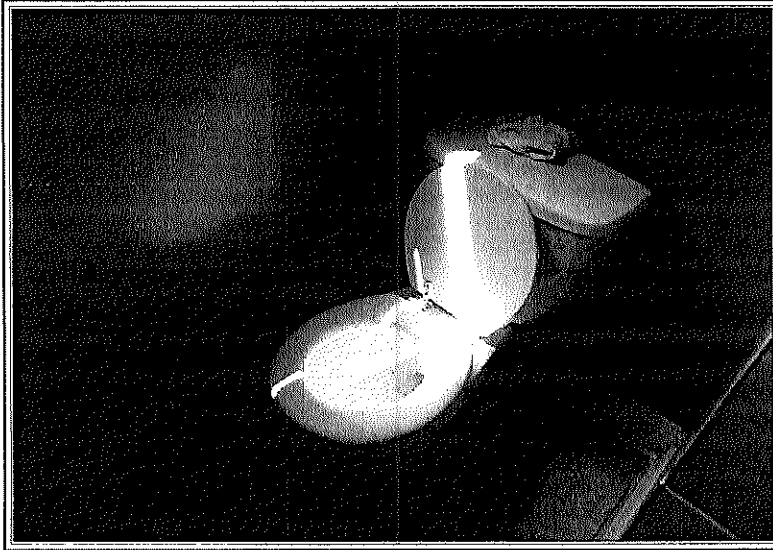
File No. GREEN05212024
Case No.

Owner Zunilda Green

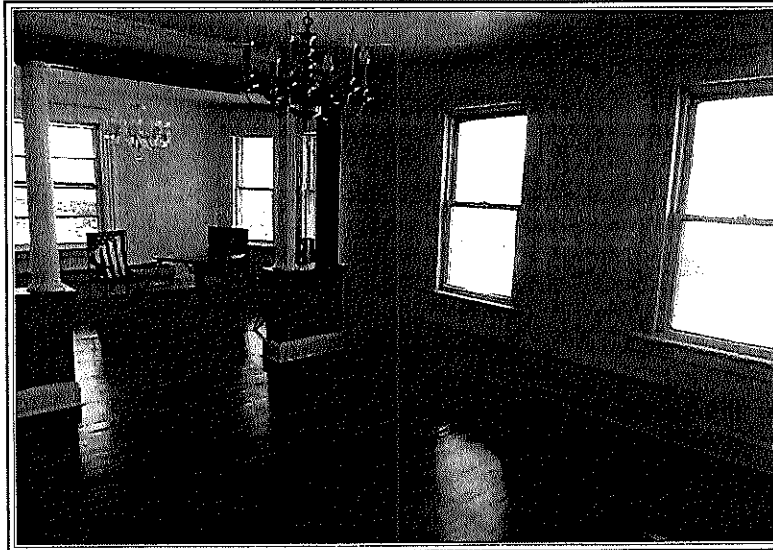
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

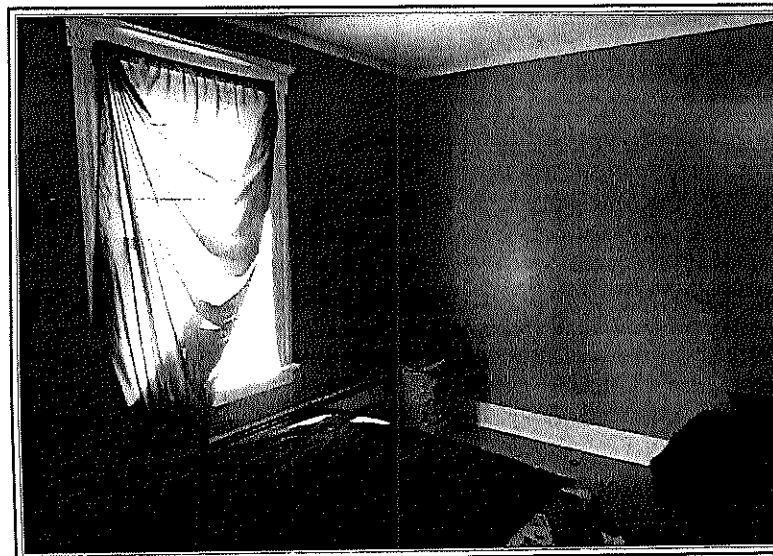
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Unit # 2 Bathroom, Alternate View



Unit # 2 Living Room



Unit # 2 Bedroom # 2

SUBJECT PHOTO ADDENDUM

File No. GREEN05212024
Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington

County

Litchfield

State

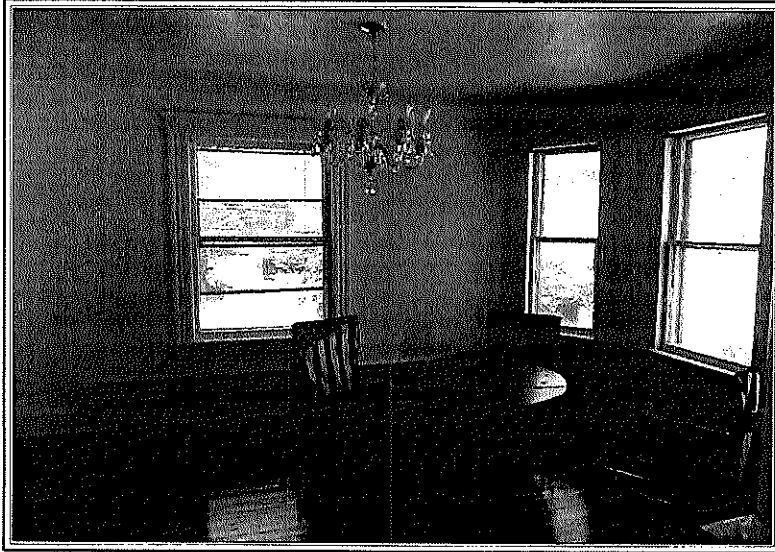
CT

Zip Code

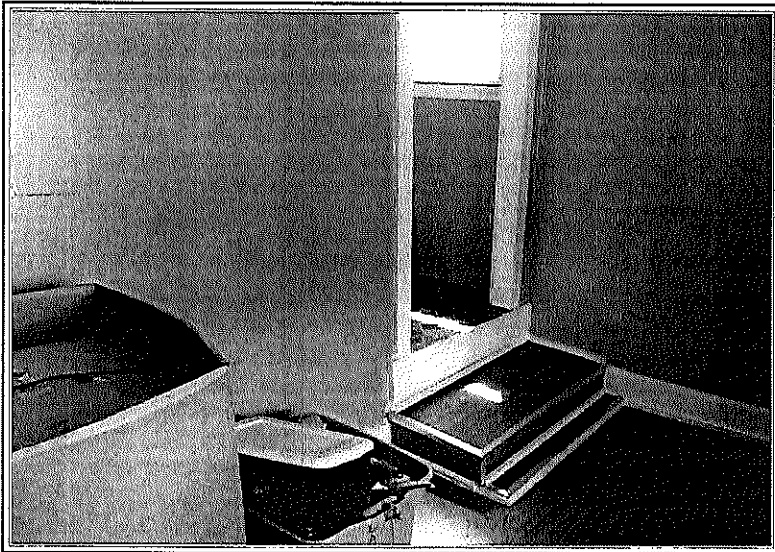
06790

Client Zunilda Green

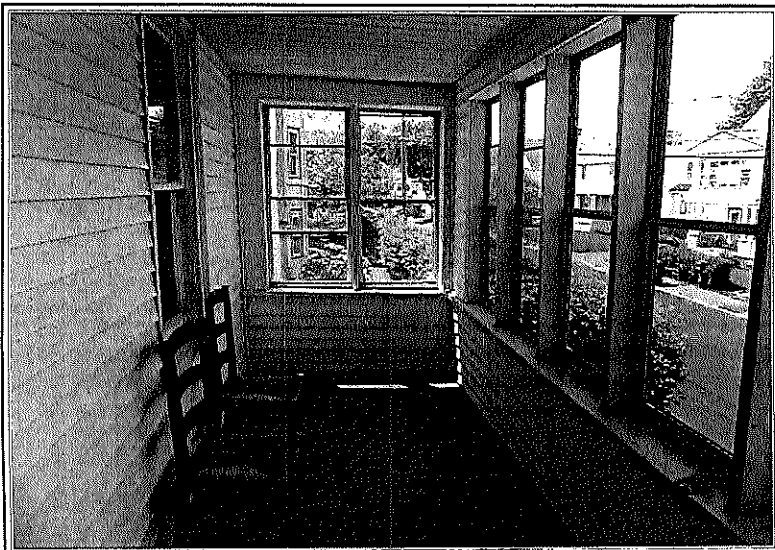
Address 27 Cooper Street, Torrington, CT 06790



Unit # 2 Dining Area



Unit # 2 Bedroom # 3



Unit # 2 Enclosed Front Porch

SUBJECT PHOTO ADDENDUM

File No. GREEN05212024
Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington

County

Litchfield

State

CT

Zip Code

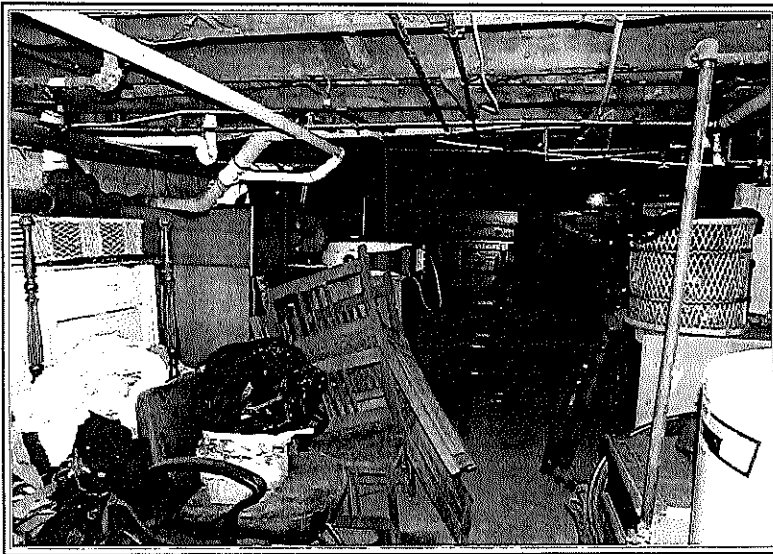
06790

Client Zunilda Green

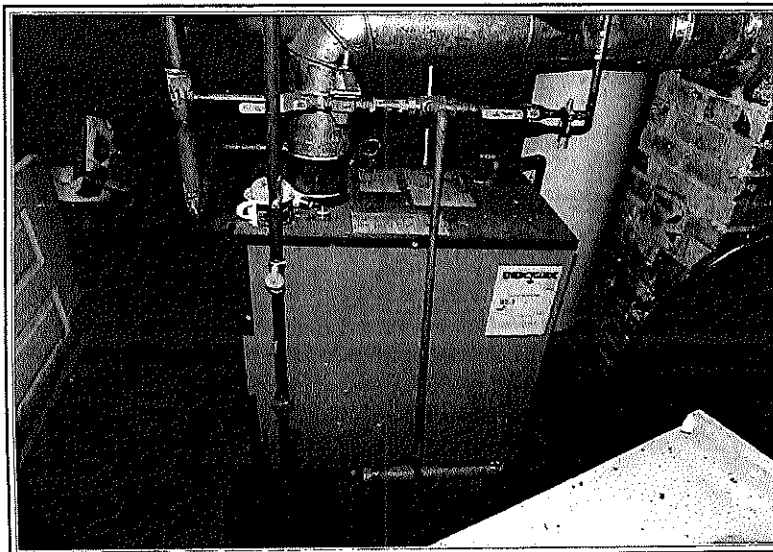
Address 27 Cooper Street, Torrington, CT 06790



Basement



Basement, Alternate View



Gas Boiler For Unit # 2

SUBJECT PHOTO ADDENDUM

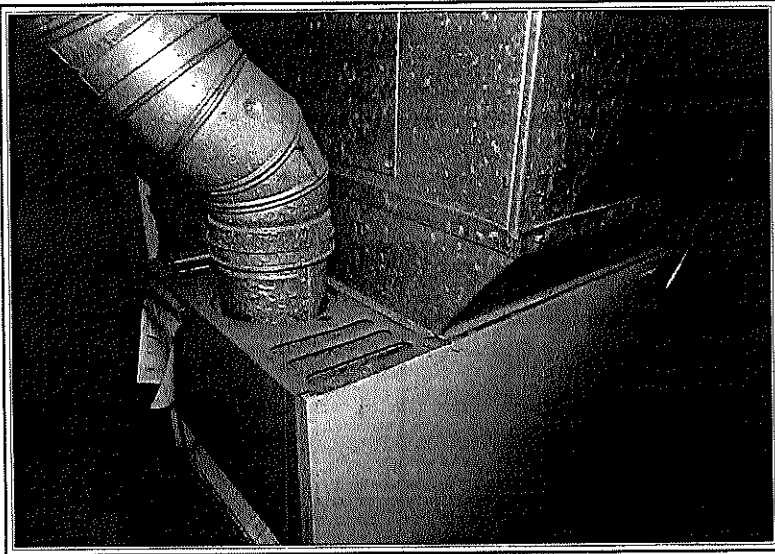
File No. GREEN05212024
Case No.

Owner Zunilda Green

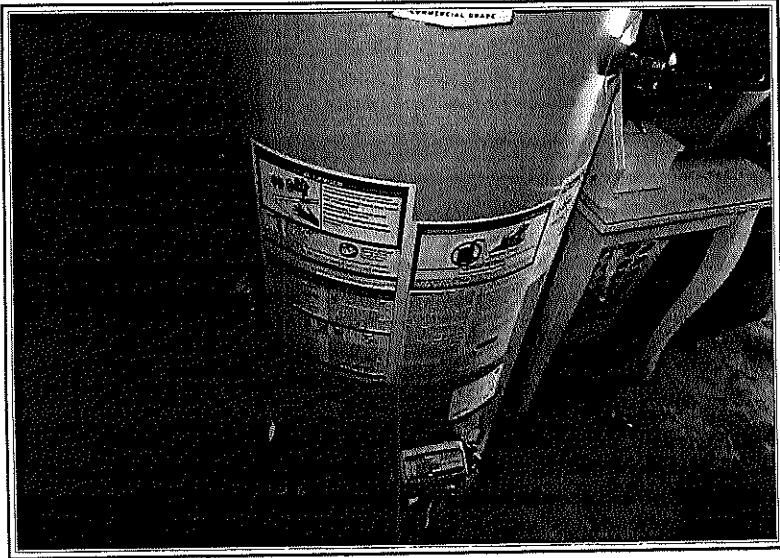
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

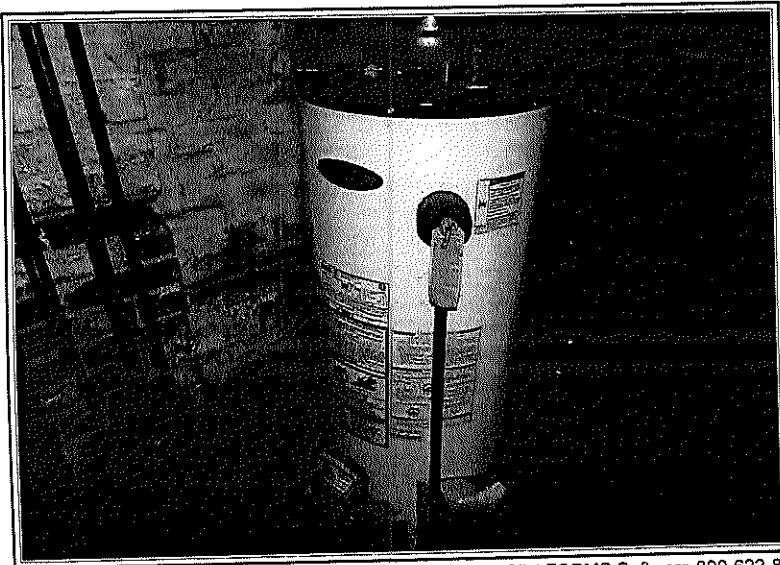
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Furnace For Unit # 1



Gas Domestic Hot Water Tank # 1



Gas Domestic Hot Water Tank # 2

SUBJECT PHOTO ADDENDUM

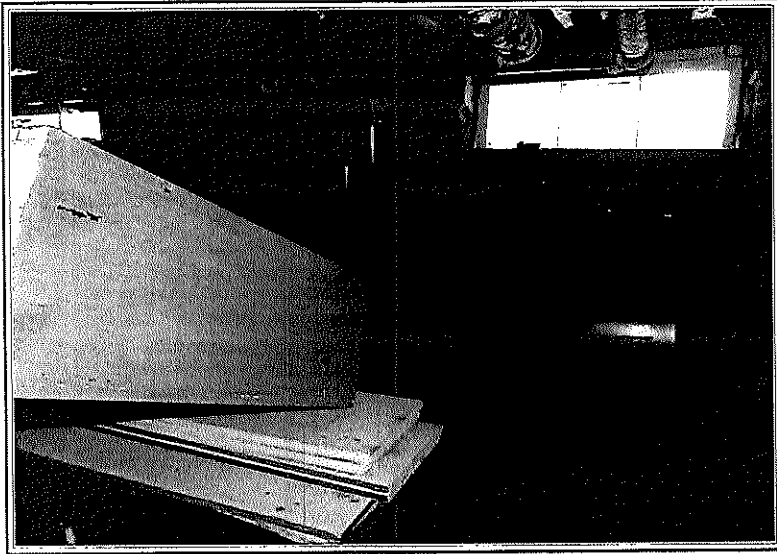
File No. GREEN05212024
Case No.

Owner Zunilda Green

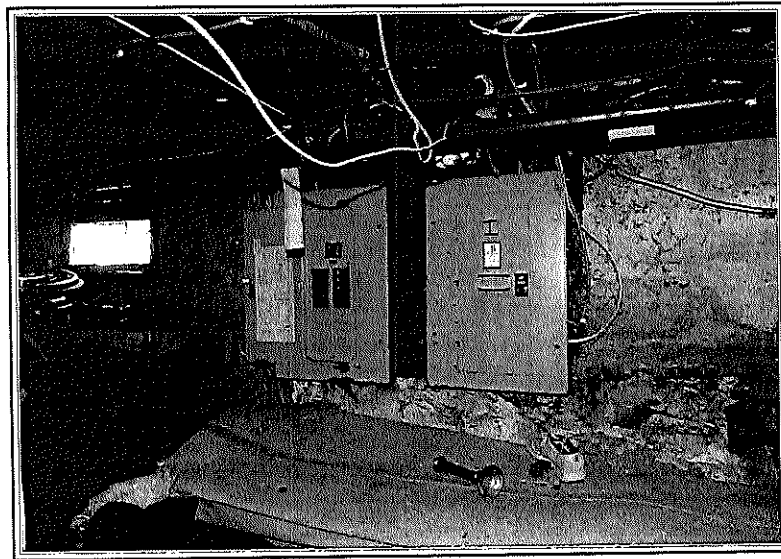
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

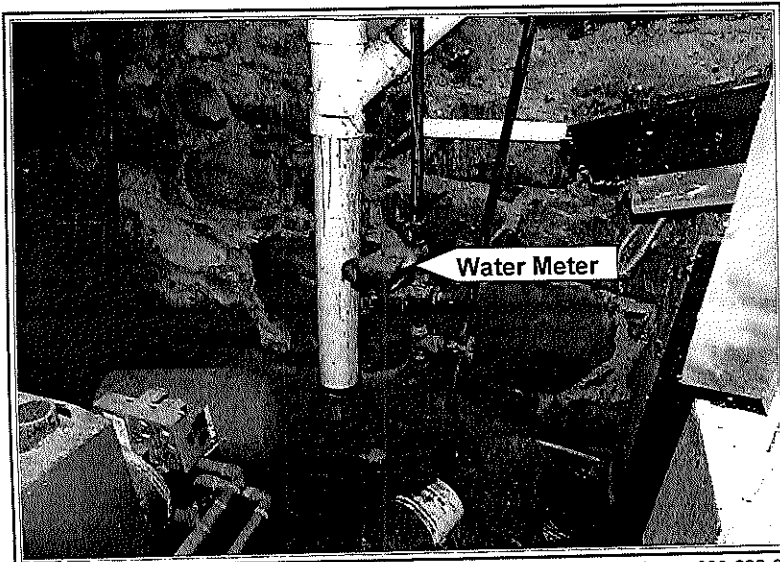
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Oil Tank In Basement



Electric Service Panels

Main Waste Line To Sewer &
Public Water Meter

SUBJECT PHOTO ADDENDUM

File No. GREEN05212024
Case No.

Owner Zunilda Green

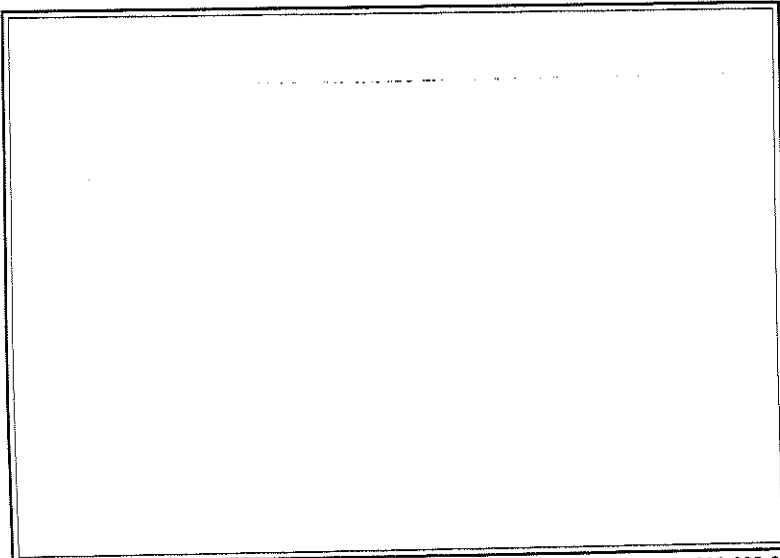
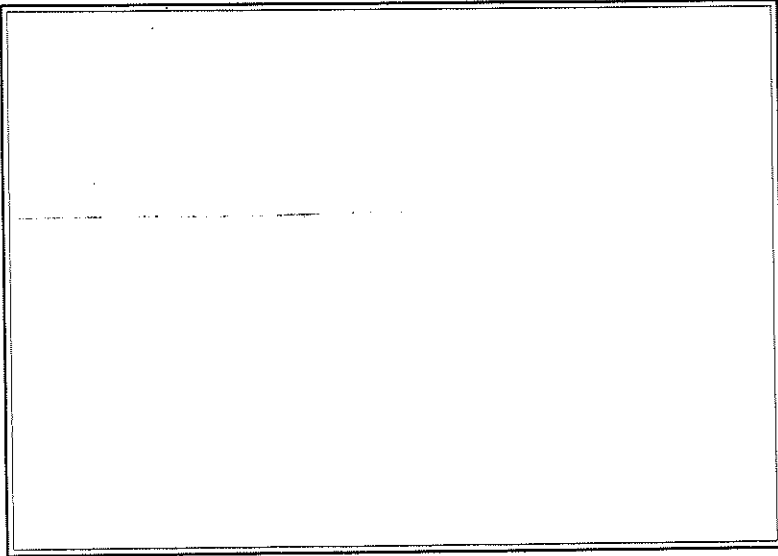
Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Basement Stairs To Rear Yard



COMPARABLES 1-2-3

File No. GREEN05212024

Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

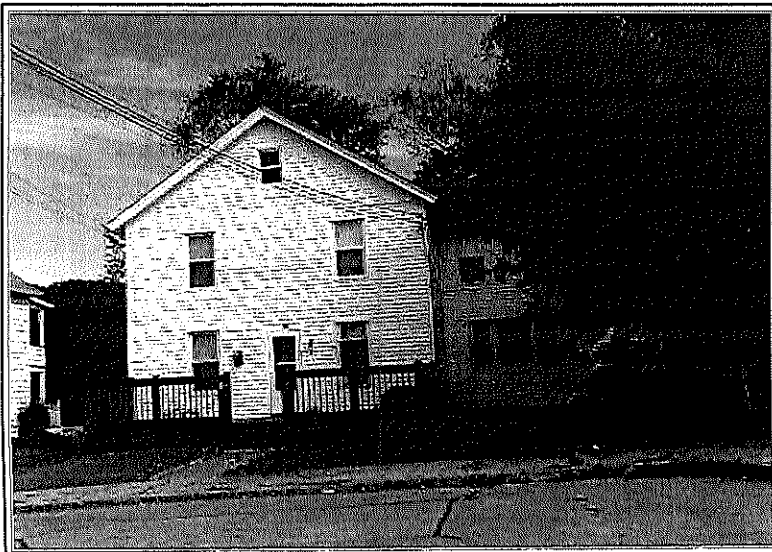
Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



COMPARABLE SALE # 1

196 New Litchfield St
Torrington, CT 06790

COMPARABLE SALE # 2

380 Litchfield St
Torrington, CT 06790

COMPARABLE SALE # 3

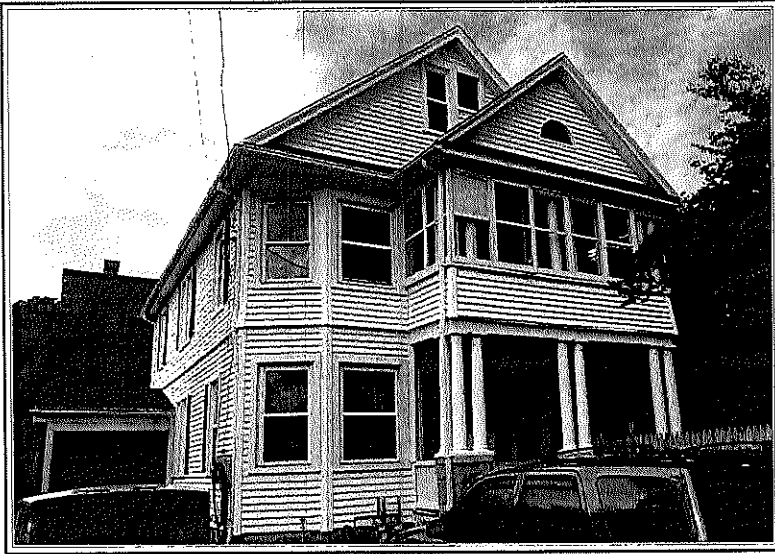
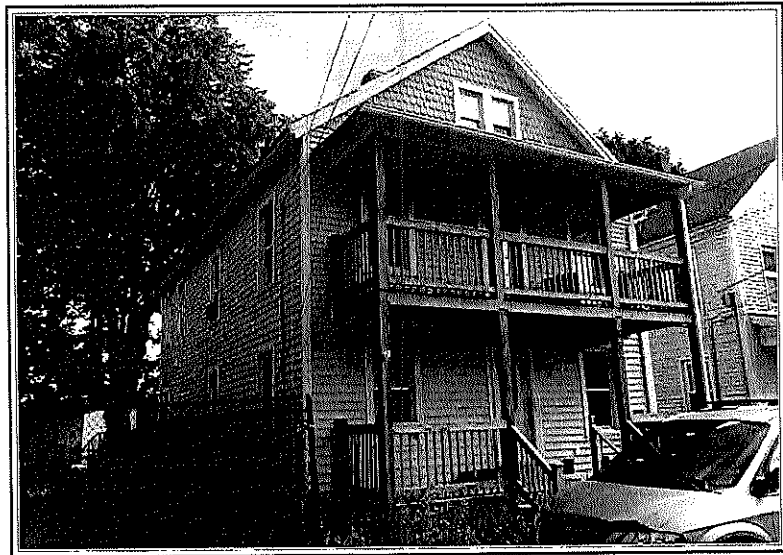
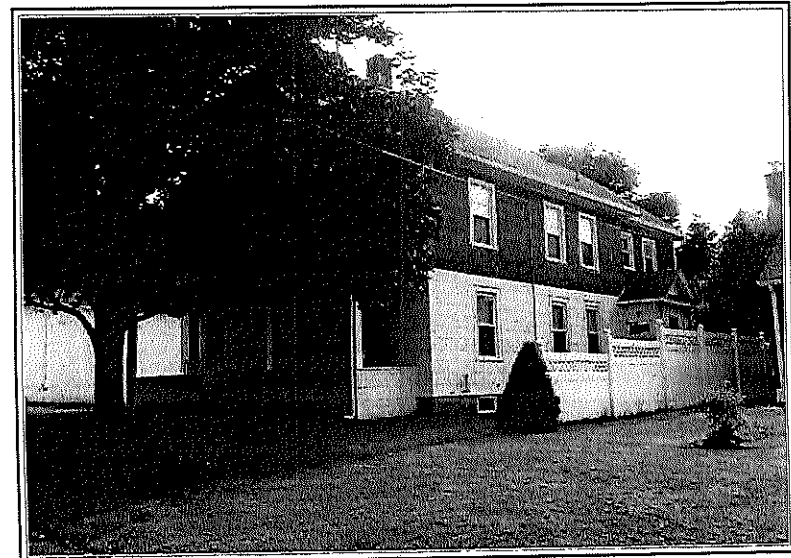
2 Farnham Ave
Torrington, CT 06790

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790

**COMPARABLE RENTALS # 1**20 Cook St
Torrington, CT 06790**COMPARABLE RENTALS # 2**33 Pulver St
Torrington, CT 06790**COMPARABLE RENTALS # 3**380 Litchfield St
Torrington, CT 06790

LOCATION MAP ADDENDUM

File No. GREEN05212024

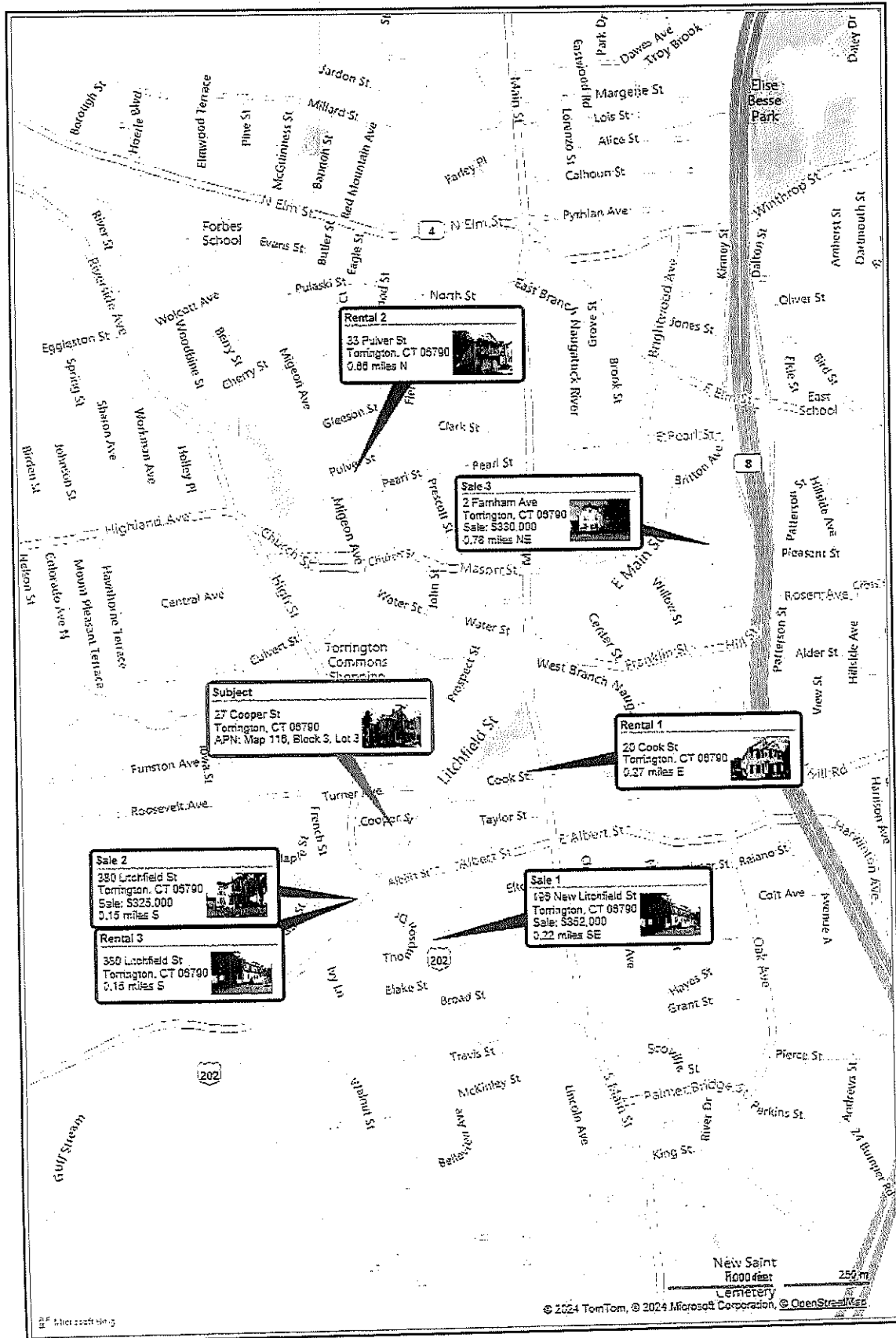
Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



AERIAL MAP

File No. GREEN05212024

Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790

Lot Lines Appear Skewed



PLAT MAP

File No. GREEN05212024

Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790

Lot Lines Appear Skewed

COOPER ST

27

116-003-003

19

116-003-002

116-003-004

116-003-007

116-003-005

FLOOD MAP ADDENDUM

File No. GREEN05212024

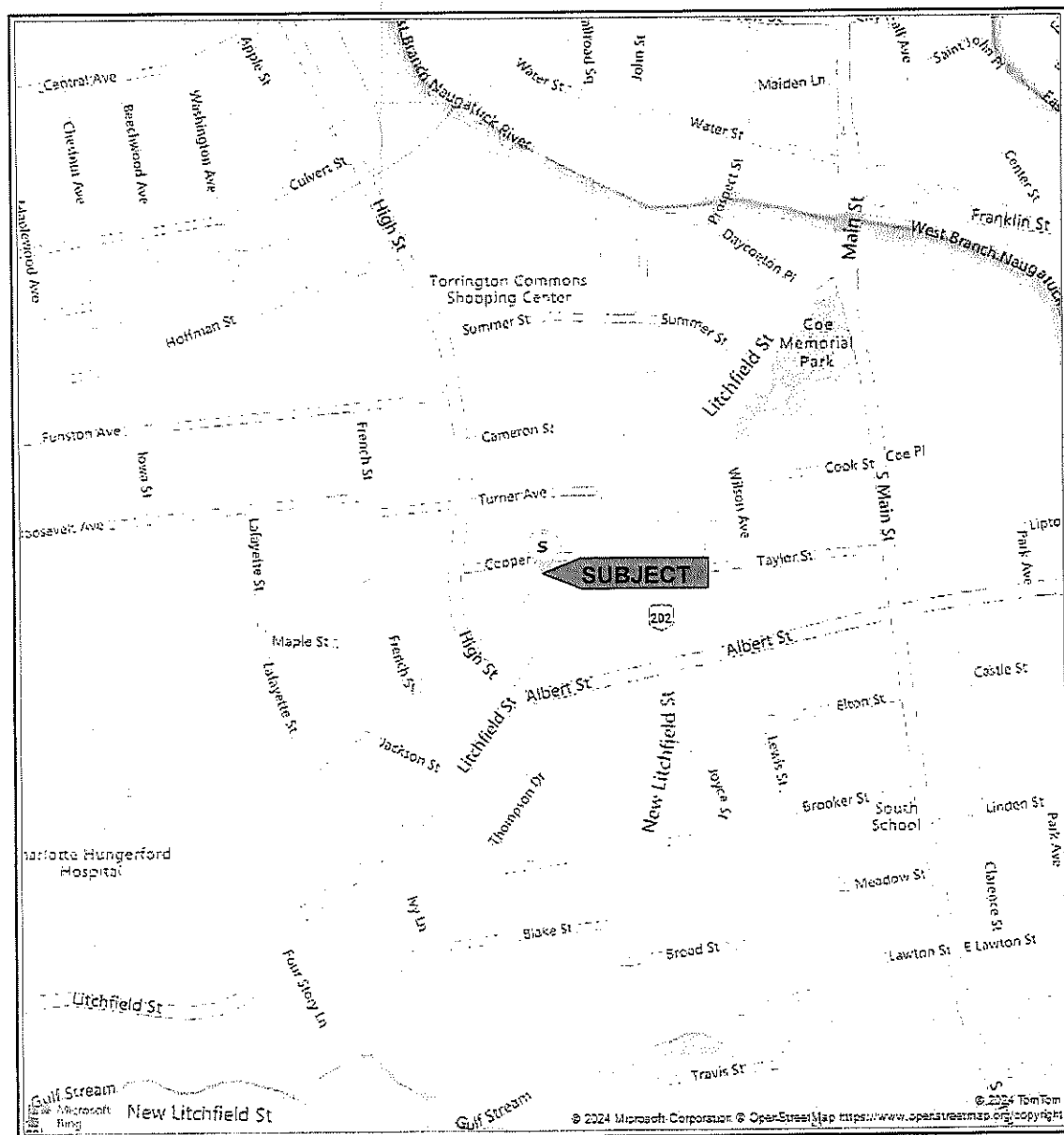
Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



Flood Map Legends

Flood Zones

- Areas inundated by 100-year flooding
- Areas inundated by 500-year flooding
- Areas of undetermined but possible flood hazards
- Floodway areas with velocity hazard
- Floodway areas
- COBRA zone

Flood Zone Determination

In Special Flood Hazard Area (Flood Zone): Out
 Within 250 ft. of multiple flood zones? Not within 250 feet
 Community: 095081
 Community Name: TORRINGTON, CITY OF
 Map Number: 0950810004B
 Zone: C Panel: 0004B Panel Date: 04/04/1983
 FIPS Code: 09005 Census Tract: 3108.03

This Report is for the sole benefit of the Customer that ordered and paid for the Report and is based on the property information provided by that Customer. That Customer's use of this Report is subject to the terms agreed to by that Customer when accessing this product. THE SELLER OF THIS REPORT MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PARTY CONCERNING THE CONTENT, ACCURACY, OR COMPLETENESS OF THIS REPORT INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The seller of this Report shall not have any liability to any third party for any use or misuse of this Report.

SKETCH ADDENDUM

File No. GREEN05212024

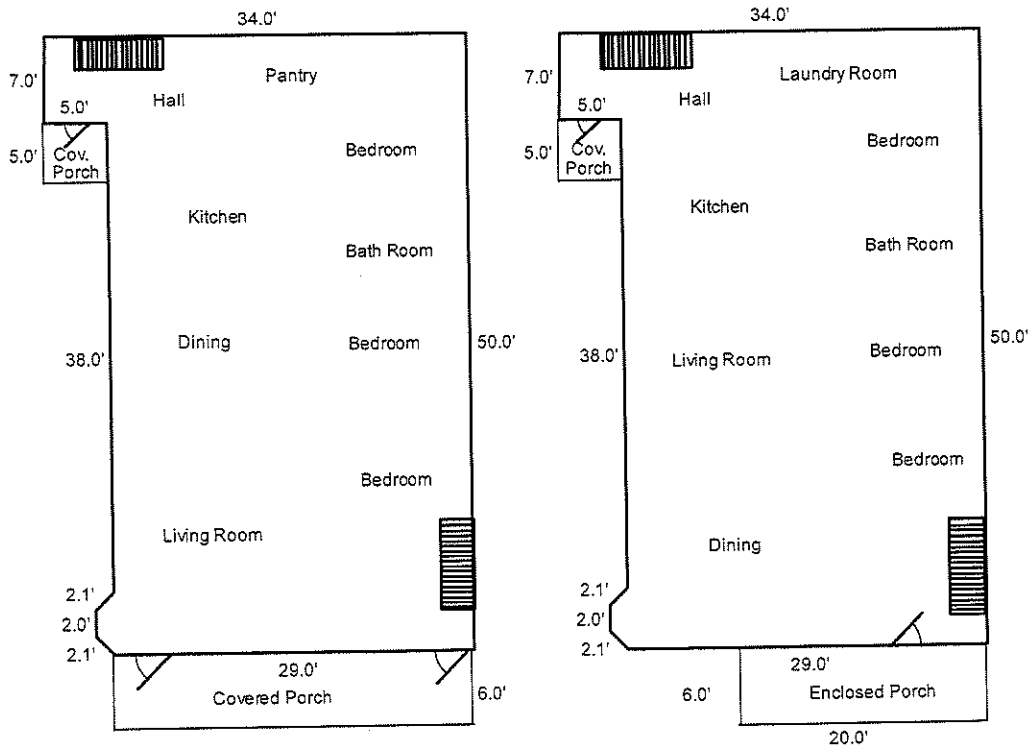
Case No.

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington County Litchfield State CT Zip Code 06790

Client Zunilda Green Address 27 Cooper Street, Torrington, CT 06790



SKETCH CALCULATIONS		Perimeter	Area
	A1 : 34.0 x 7.0 =		239.0
	A2 : 29.0 x 38.0 =		1102.0
	A3 : 0.5(29.0 + 30.5)x1.5 =		44.2
	A4 : 30.5 x 2.0 =		61.0
	A5 : 0.5(29.0 + 30.5)x1.5 =		44.2
First Floor			1490.4
	A6 : 34.0 x 7.0 =		239.0
	A7 : 29.0 x 38.0 =		1102.0
	A8 : 0.5(29.0 + 30.5)x1.5 =		44.2
	A9 : 30.5 x 2.0 =		61.0
	A10 : 0.5(29.0 + 30.5)x1.5 =		44.2
Second Floor			1490.4
Total Living Area			2980.8

Rounded To Nearest 5 SF: 2980 SF

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The Appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) research, verify, and analyze data from reliable public and/or private sources, and (2) report his or her analysis, opinions, and conclusions in this appraisal report.

DEFINITION OF MARKET VALUE: The definition of market value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser may have provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Case No.

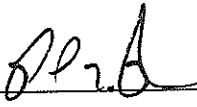
APPRAISER'S CERTIFICATION: I certify that, to the best of my knowledge and belief:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
2. I ☐ have ☒ have no present or prospective interest in the property that is the subject of this report and ☐ have ☒ have no personal interest with respect to the parties involved.
3. I ☐ have performed ☒ have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of this client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions, and conclusions, were developed, and this report has been prepared, in conformity, with the *Uniform Standards of Professional Appraisal Practice*
8. I ☒ have ☐ have not made a personal inspection of the property that is the subject of this report.
9. Unless otherwise noted, no one has provided significant real property appraisal assistance to the person signing this certification.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
 Name Paul N. Rogers
 Company Name Paul N. Rogers
 Company Address 654 Sharon Turnpike
Goshen, CT 06756
 Telephone Number 860-618-5357
 Email Address paulnrogers@earthlink.net
 Date of Signature and Report 06/04/2024
 Effective Date of Appraisal 05/21/2024
 State Certification # RCR.0000443
 or State License # _____
 or Other (describe) _____ State # _____
 State CT
 Expiration Date of Certification or License 04/30/2025

ADDRESS OF PROPERTY APPRAISED

27 Cooper St
Torrington, CT 06790

APPRAISED VALUE OF SUBJECT PROPERTY \$ 329,000

CLIENT

Contact _____
 Client Name Zunilda Green
 Client Address 27 Cooper Street
Torrington, CT 06790
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
 Date of Inspection _____
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Owner Zuniida Green
 Property Address 27 Cooper St
 City Torrington County Litchfield State CT Zip Code 06790
 Client Zuniida Green Address 27 Cooper Street, Torrington, CT 06790

TAX COLLECTOR'S DEED

Know all men by these presents, that, whereas the Tax Collector of the City of Torrington, located in the County of Litchfield, and State of Connecticut, did on the 1st day of October, 2006 and thereafter on each October 1 through October 1, 2011 lay a tax on its grand list of said dates, a rate bill for which in all respects made out according to law with a warrant thereto attached, was placed in my hands, I being the duly appointed and qualified Collector thereof, for collection, which tax became due on the 1st day of July, 2007, and thereafter on each July 1 through July 1, 2012 and, whereas Estate of Anna Fitzgerald aka Ann Fitzgerald, ("Taxpayer") upon demand made, neglected and refused to pay the tax set opposite his/her/their/its name in said rate bills, and thereupon, on the 29th day of May, 2012, I levied upon the parcel of which was assessed thereon \$30,166.09 plus accrued interest, fees and charges approved by law and gave due notice thereof to Taxpayer and to each mortgagee, lien holder and other record encumbrancers of record as by law provided, to wit:

Estate of Anna Fitzgerald aka Ann Fitzgerald, formerly of 27 Cooper Street, Torrington, CT 06790

which real estate so levied upon is situated in the City of Torrington and described on Schedule A attached hereto, and on the 11th day of August, 2012, no one having previously tendered me said tax with interest and my fees, in pursuance of said levy, and in accordance with the terms of said notice, I sold at public auction the whole of said real estate of 27 Cooper Street, Map 116, Lot 3, Unit 3, Torrington, CT, for the sum of \$51,500.00.

Now, therefore, in consideration of the premises, and of said sum of money, received to my full satisfaction, of Zuniida Green, 64 Maplewood Avenue, Torrington, CT 06790, the premises described on Schedule A attached hereto, with the appurtenances, to have and to hold the same to her and her heirs forever, subject only to taxes paid by such municipality which were not yet due and payable when I first published notice of levy and sale, easements, covenants and restrictions in favor of other parcels of land, interests exempt from levy and sale under the constitution and laws of the United States and such other interests, if any, as of record appear. And also, I, the said collector, acting in the name of and for the City of Torrington, do by these presents bind the City of Torrington, forever, to warrant and defend the above granted and bargained premises to the said grantee, his heirs and assigns, against all claims and demands arising from any necessary act omitted or unlawful act done by me in connection with the aforesaid levy or sale which impairs the same.

2012 AUG 23 P 5:28

TORRINGTON, CT
 TAX COLLECTOR'S OFFICE
 JOSEPH L. QUARERO
 TAX COLLECTOR



Bk: 1161 Pg: 10
 02/14/2013 04:15:57 PM
 TAX COLLECTOR DEED
 3 Pages
 Joseph L. Quarero Town and City Clerk

Owner Zunilda Green

Property Address 27 Cooper St

City Torrington

County

Litchfield

State

CT

Zip Code

06790

Client Zunilda Green

Address 27 Cooper Street, Torrington, CT 06790

Schedule A

The following described land, with all buildings standing thereon, situated in said Torrington, bounded

NORTHERLY: by public highway known as Cooper Street, 56.12 feet;

EASTERLY: by land now or formerly of Donald E. and Jean L. Johnson, 108.55 feet;

SOUTHERLY: by land now or formerly of Auguste Mathieu et ux, 52.35 feet, more or less; and

WESTERLY: by land now or formerly of John Ducci, 92.07 feet.

Being the same premises conveyed to John W. Fitzgerald and Ann Fitzgerald by Ethel S. Falk by Warranty Deed dated September 3, 1959 and recorded September 4, 1959 in Volume 209, Page 475 of the Torrington Land Records. See Also: Certificate of Devise - Estate of John W. Fitzgerald to Anna Fitzgerald dated June 16, 1989 and recorded June 16, 1989 in Volume 458, Page 327 of the Torrington Land Records. See Also: Notice for Land Records - Estate of Anna Fitzgerald, David C. Shepard, Esq., Conservator (P.O. Box 81 Canton, CT. 06019) dated January 17, 2012 and recorded February 2, 2012 in Volume 1124, Page 519 of the Torrington Land Records.

Said premises are free and clear of all encumbrances except as follows:

1. Building lines, if established, and any and all provisions of any statute, ordinance, municipal regulation, zoning, planning and wetlands laws and regulation or public or private law, local, state or federal.

Owner Zuniilda Green

Property Address 27 Cooper St

City Torrington

County

Litchfield

State CT

Zip Code

06790

Client Zuniilda Green

Address 27 Cooper Street, Torrington, CT 06790

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd
day of August, 2012.

Signed, sealed and delivered
in the presence of:

Salina K. Givens

R. Thomas Crovo
R. Thomas Crovo, Tax Collector
City of Torrington, Connecticut

Maurette A. Hall
Maurette A. Hall

STATE OF CONNECTICUT:

: SS: Torrington

COUNTY OF LITCHFIELD :

On this the 23rd day of August, 2012, before me, R.
Thomas Crovo, Tax Collector of the City of Torrington, known to me or
satisfactorily proven to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same for the purposes
therein contained, as his free act and deed.

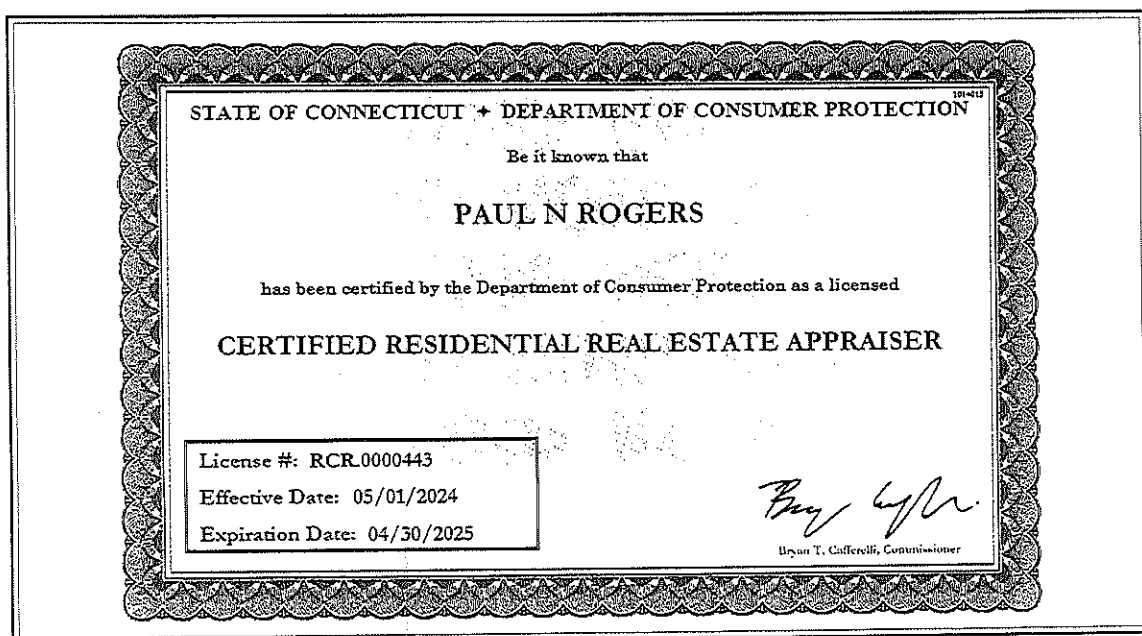
In Witness Whereof, I hereunto set my hand and official seal.

Maurette A. Hall
Notary Public Maurette A. Hall
Exp 09/30/12

Appraiser License Certificate

File No. GREEN05212024

Case No.



Owner Zunilda Green

Property Address 27 Cooper St

City Torrington

County

Litchfield

State CT

Zip Code

06790

Client Zunilda Green

Address 27 Cooper Street, Torrington, CT 06790

INVOICE

Date: 06/04/2024

File No. GREEN05212024

Case No.

Prepared for:

Zunilda Green
27 Cooper Street
Torrington, CT 06790

Property Appraised:

27 Cooper St
Torrington, CT 06790

Work Performed:

2-4 Family Residential Appraisal	\$	600.00
	\$	
Paid in Full, 05/14/2024	\$	-600.00
	\$	
	\$	
	\$	
Total Amount Due:		\$ 0.00

Exhibit B

AMENDMENT TO REAL ESTATE BUY-SELL AGREEMENT

SELLER(S): Zunilda Green
BUYER(S): Benjamin Green
PROPERTY: 27 Cooper Street Torrington, CT 06790

The Purchase and Sale Agreement, by and between the aforesaid Seller(s) and Buyer(s) is amended **only insofar as the following:**

1. The sale is subject to US Bankruptcy Court approval and this approval has to be obtained before the parties can close.
2. Seller has to retain approval to hire an appraiser and the appraisal report has to be submitted to the US Bankruptcy Court for review.
3. The target closing date is changed to May 30, 2024

NOTE: If this Agreement is signed by an attorney for either the parties with prior consent of the opposite party, then the undersigned attorney acknowledges and confirms that he or she has been fully authorized by his or her client (s) to sign for the client(s) and that the client(s) understand and acknowledge that he/she/it/they are bound by the terms of this Amendment. The Attorney signing hereunder confirms and represents that he or she has conveyed the terms of this Amendment with the client(s) before signing hereunder.

NOTE: If Seller does not sign this Amendment nor respond to the accompanying message or this amendment within two business days hereof, then Buyer may assume that Seller has acquiesced to the requested extension of time.

THE BUYER(S)

SIGNED: DocuSigned by: Benjamin Green, Jr. DATE: 4/23/2024

THE SELLER(S)

SIGNED: Zunilda Green DATE: 4-8-24

Exhibit B

Exhibit B

REAL ESTATE CONTRACT

AGREEMENT made this 22nd day of March 2024 by and between **Zunilda Green** (hereinafter referred to as "SELLER"), and **Benjamin Green, Jr.** (hereinafter referred to as "BUYER").

WITNESSETH:

1. **AGREEMENT TO BUY AND SELL.** The SELLER agrees to sell and the BUYER agrees to buy premises known as 27 Cooper Street, Torrington, CT 06790 (hereinafter referred to as "PROPERTY") more particularly described in Schedule "A" attached hereto and made a part hereof.

2. **PURCHASE PRICE.** The purchase price for the PROPERTY and the manner of payment is as follows:

(a)	Deposit money paid upon signing of the Contract *	\$0.00
(b)	By bank or certified check at closing	\$13,500.00
(b)	Balance due at closing by obtaining a mortgage as described below	\$316,500.00
	<u>TOTAL PURCHASE PRICE</u>	\$330,000.00

3. **CONTINGENCIES**

(a) **MORTGAGE CONTINGENCY.** This sale is conditioned upon BUYER'S securing a commitment for a CHFA/TTO mortgage from any bank or recognized lending institution in an amount of not more than \$330,000.00 (Contingency Amount), for a term of not less than Thirty (30) Years with interest at the prevailing rate, application of which BUYER agrees to make forthwith and pursue diligently. In the event BUYER shall fail to secure said mortgage commitment on or before **April 26, 2024** BUYER shall have the privilege of terminating this Agreement and all deposit monies paid hereunder shall forthwith be refunded to the BUYER (except the \$250.00 for the preparation of this Agreement), and all rights and obligations of the parties hereto shall be forever terminated, provided that the BUYER shall have notified the SELLER in writing by certified mail or fascimile, in care of Seller or Seller's Attorney, received by **April 26, 2024**, of BUYER's intention to exercise this option. If said notice has not then been received, this Paragraph shall no longer constitute a condition of this Agreement, BUYER's option to terminate shall thereupon cease, and BUYER shall be obliged to fully perform the terms of this Agreement.

Exhibit B

The obligation of the Buyer to purchase this property is not contingent upon the sale of any other property. If the Buyer's mortgage commitment is conditioned or contingent upon the sale of any other property or the ability of the Buyer to provide a contract of sale for any other property, or if the Buyer's mortgage application is rejected for any reason relating to the sale of any other property, the mortgage contingency is conclusively deemed satisfied.

- (b) This document does not constitute an offer to sell property and shall not bind the Seller until executed by the Seller.

4. **FORM OF DEED AND EXCEPTIONS TO TITLE.** At closing of title and upon payment of the purchase price, SELLER shall convey to BUYER by Warranty Deed in usual Connecticut form, marketable title in fee simple to the PROPERTY, free and clear of all encumbrances except the following:

- (a) Building lines, if any and all provisions of any ordinances, municipal regulations (including without limitation zoning inland-wetland, and coastal flood plain regulations), or state or federal laws affecting the PROPERTY, so long as the same do not affect the present use of the PROPERTY or the marketability of title.
- (b) Real estate taxes and other taxes, including fire district or similar tax, payable to the town or taxing district in which the PROPERTY is located which become due and payable after closing of title, which taxes BUYER will assume and agree in the Deed to pay.
- (c) Any lien or assessment levied or to be levied by the town or taxing district in which the PROPERTY is located for any municipal improvement for all installments due subsequent to the date of closing and all assessments which may be levied against or which may become a lien on the PROPERTY for improvements made after this date of this Contract or which have been made prior to closing but not assessed or levied.
- (d) Such state of facts as an accurate survey and/or inspection of the PROPERTY should disclose, provided this state of facts does not render title unmarketable.
- (e) Riparian or littoral rights of others in or to any water course or body of water on or adjacent to the PROPERTY.
- (f) All exceptions to title, covenants, easements, restrictions or encumbrances, if any, as of record appear.
- (g) Rights of parties in possession, if any.

5. **ADJUSTMENTS.** Rents, common charges, fuel oil, rental and utility deposits, utility and water charges, municipal assessments, and municipal taxes shall each, where applicable to the PROPERTY, be adjusted as of the date of closing shall be based on the "Uniform Fiscal Year" method of adjustment. If a current tax rate cannot be ascertained, adjustments will be made as if the previous rate were in effect.

6. **SELLER'S REPRESENTATIONS.** SELLER has made no representation concerning the PROPERTY upon which BUYER relies other than those listed in this Contract. SELLER represents that:

- (a) SELLER is aware of no violation of any municipal or state regulation or ordinance affecting the PROPERTY and is unaware of any violation of any covenant or restriction affecting the PROPERTY.
- (b) If requested by BUYER prior to closing, SELLER will furnish to BUYER an affidavit relative to the non-existence of mechanics liens. Any such affidavit will be prepared by BUYER or by SELLER at BUYER'S expense.
- (c) The present use of the PROPERTY is in compliance with municipal ordinances, regulations, and/or variances granted thereto, as such may affect the PROPERTY.

7. **SELLER'S REMEDIES.** If the BUYER shall fail to comply with any term of this Contract by the time set for the closing of title, or anticipatorily breaches this Contract, SELLER shall have no obligation to tender the Deed, and the SELLER shall have the following option(s):

- (a) To hold and retain all sums of money paid in accordance with this Contract as liquidated damages to cover legal fees and miscellaneous costs, incidental to the sale of this PROPERTY, plus loss of time in finding a willing and able BUYER, for the breach of this Contract, in which event all rights and remedies under this Contract shall terminate. In that event, the BUYER shall immediately return BUYER's copy of this Contract to the SELLER for cancellation; and
- (b) To pursue any and all such other remedies as SELLER may have at law or in equity and to enforce this Contract according to law and equity.

8. **MARKETABLE TITLE.** If the SELLER is unable to convey to the BUYER marketable title of record subject only to the encumbrances set forth in this Contract, SELLER shall have the option, but not the obligation, within Thirty (30) Days from receipt of written notice from BUYER specifying claimed defects in title, to attempt to remedy any encumbrances, liens or other title defects which are not mentioned above as an encumbrance to be included in the Warranty Deed, notwithstanding the date of closing mentioned below.

If the SELLER elects not to remedy any of said defects or the like, or is unable to do so within said Thirty (30) Days, SELLER shall give BUYER written notice thereof within said Thirty (30) Day period, and upon receipt of said notice may elect, in full and final satisfaction of all SELLER'S obligations hereunder, to accept such title as the SELLER can convey, upon payment of the full purchase price as aforesaid, or may reject the acceptance of the deed conveying such title upon the ground of such defects or encumbrances, and upon such rejection, all sums paid on account hereof, shall be repaid to the BUYER by the SELLER, without interest thereon, and this Contract, upon receipt of such payments, shall terminate and become null and void and the parties hereto shall be released and discharged of all further claims and obligations, each to the other, hereunder. BUYER shall make said election and so notify SELLER within Seven (7) Days of BUYER'S receipt of SELLER'S notice that SELLER cannot or will not remedy said defect. The closing shall be held within Three (3) Days thereafter if BUYER elects to accept such title. Nothing shall constitute an encumbrance, lien, or exception to title for the purposes of this Contract if the Standards of Title of the Connecticut Bar Association recommends that no corrective or curative action is necessary in circumstances substantially similar to those presented by such encumbrance, lien, or exception to title. No attempt to cure any alleged encumbrance, lien, or exception to title shall constitute an admission of its validity. Further, title shall not be unmarketable if the BUYER, or the SELLER at BUYER'S expense, is able to obtain affirmative title insurance insuring over the irregularity.

9. **POSSESSION.** Possession of the PREMISES, and the operable keys to the PREMISES, shall be delivered to the BUYER immediately upon delivery of the deed. The buildings on the premises shall be delivered in the same condition as when the Buyer saw the property at the time an offer to purchase the property was made and shall be in broom clean condition.

10. **ALL SIGNATURES REQUIRED.** This document shall not be considered an offer to sell and shall not be binding until executed by all parties and until SELLER or SELLER'S agent has received all deposit money called for in this Contract.

11. **INSPECTION.** Although the PREMISES is being sold in AS-IS condition, a Property inspection will be made within 21 days of the execution of this agreement. A finding of this inspection will be provided to the seller. If any defects are found, buyer shall give written notice to Seller of any items reasonably disapproved within the inspection period and Buyer may either:

- (a) cancel this agreement, in which event all deposit money will be returned to the buyer (except the \$250.00 for the preparation of this Agreement); or
- (b) continue on with the purchase.

12. **CLOSING.** The closing of title shall be held at The Law Office of Emanuele A. Mangiafico 185 West Main Street, New Britain Connecticut on May 10, 2024 or at such earlier

time and date as may be subsequently agreed upon by the parties. SELLER will deliver a check for the Connecticut Revenue Tax and municipal conveyance tax and for recording fees for any releases to the BUYER at closing. BUYER and SELLER shall each execute the affidavit and give their Social Security or Employer Identification numbers, as required by law, at the closing.

13. **DEPOSIT MONIES**. All deposit monies paid under this Contract shall be held in escrow by SELLER'S attorney until close of escrow.

14. **ORAL AGREEMENTS AND BINDING EFFECT**. This Contract and its attachments and exhibits, if any, referred to in the body of this Contract, constitute the entire agreement of the parties and no oral statements or understandings or modifications hereof not reduced to writing shall be binding upon the Parties.

15. **RISK OF LOSS**. SELLER shall bear the risk of loss or damage to the PROPERTY by fire or otherwise until delivery of the deed. If there are buildings on the PROPERTY described herein, then throughout the period between the date of this Contract and the closing of title, SELLER shall keep the buildings on the PROPERTY insured against loss by fire and other casualty customarily insured against to the full extent of the fair insurable value thereof.

In the event any of the buildings on the PROPERTY shall be destroyed or so damaged by fire or other casualty as to require substantial rebuilding, and shall not have been rebuilt or repaired, by time set herein for closing, the BUYER, by written notice to the SELLER, mailed within Ten (10) Days after written notice of the destruction or damage, from SELLER to BUYER, may elect to:

(a) Rescind this Contract, and, if this Contract shall be so rescinded, the SELLER shall repay to the BUYER all sums previously paid the SELLER by the BUYER on account of the purchase price, without interest, upon which payment all rights and liabilities of the parties shall be terminated, or

(b) To accept title to the PROPERTY without reduction of the total purchase price, less any and all insurance proceeds recovered by SELLER with respect to the PROPERTY covered by this Contract on account of the damage or destruction, plus such amount as the SELLER shall have paid or become obligated to pay for protection of or repairs to the property.

In the event any of said buildings shall be destroyed or damaged by fire or other casualty so as not to require substantial rebuilding, a closing shall be held in accordance with the terms of this Contract and the BUYER shall pay SELLER the total purchase price hereunder without reduction thereof, as and when required by this Contract, less any and all insurance proceeds received by SELLER as a result of said destruction or damage, plus such amount as SELLER shall have paid or become obligated to pay for protection of or repair to the PROPERTY.

16. **PERSONAL PROPERTY, FIXTURES AND APPURTENANCES.** All fixtures attached or appurtenant to or used in connection with the PROPERTY are represented to be owned and not leased by the SELLER, free from all liens and encumbrances, except as herein below stated, and are included in this sale. Specifically included in this sale: Items included in sale: Ranges and Refrigerators (all being sold in AS-IS condition).

17. **CONDITION OF PROPERTY.** BUYER agrees that BUYER has examined the PROPERTY and that BUYER is fully satisfied with the physical condition thereof and that neither the SELLER nor any representative of the SELLER has made any representation upon which the BUYER relies with respect to the condition of the PROPERTY covered by this Contract, except as hereinbefore expressly set forth. The parties intend that the PROPERTY will be conveyed in its present condition "as is", reasonable wear and tear excepted and subject to minor casualty damage and will be accepted by BUYER in said condition. The provisions of this section shall survive the closing and the delivery of the Deed. BUYER shall have the right to inspect the property upon prior reasonable notice to SELLER, at a reasonable time convenient to both BUYER and SELLER, during the Five (5) Day period prior to closing.

18. **BROKERAGE COMMISSION.** BUYER and SELLER represents that they have not dealt with any Realtors and BUYER and SELLER further agrees to defend each other, at their sole cost and expense, any legal proceedings brought against the SELLER or BUYER by any other party, whether a broker or otherwise, for a commission, wherein it is alleged and proven that said party showed said PROPERTY to BUYER or was entitled to a commission from SELLER, was the procuring cause of this sale or was involved in this transaction in any way. BUYER hereby agrees to indemnify and hold harmless the SELLER from and against any such claim for a commission and SELLER hereby agrees to indemnify and hold harmless BUYER for the same. These representations are made, and are, and shall be construed at all times, as part of the consideration of this transaction. This paragraph shall survive the passage of title and delivery of the Deed.

19. **NOTICES.** Any notice required under this Contract shall be sufficient only if in writing and delivered, by certified mail, postage prepaid, to the parties as follows:

BUYER:

JOHN

Attorney John E. Hudson
379 Prospect St, Suite C
Torrington, CT 06790
Tel. (860) 489-2790
Email. greenhudsonparalegal@gmail.com

SELLER:

Attorney Hayley K. Melse
185 West Main Street
New Britain, CT 06052
Tel. (860) 827-8064

Fax. (860) 827-8064
Email. hayley@mangiaficolaw.com

20. **SELLER'S COMPLIANCE.** The delivery and acceptance of conveyance shall be deemed to constitute full compliance by the SELLER with all of the terms, conditions, and representations contained in this Contract or connected with this transaction, except any warranties, covenants or the like to be contained in the Deed mentioned above, or which expressly are provided in this Contract to survive delivery of the Deed.
21. **RECORDING PROHIBITED.** The recording of this Agreement on the land records of the municipality in which the PROPERTY is located is prohibited, and BUYER agrees and understands that if BUYER does record the Agreement in violation of this provision, such recording may be deemed by SELLER to be a material breach of this Agreement and at SELLER's option this Agreement may be terminated. If this Agreement shall have been recorded by either party, the BUYER shall at BUYER's expense, deliver to the SELLER a Quit-Claim Deed releasing any and all interest under this Agreement. If BUYER has not delivered a Quit-Claim Deed as aforementioned, within Ten (10) Days after written notice of request therefore is received by BUYER, SELLER's recorded affidavit to the effect that this Agreement has been terminated under this provision shall constitute a release of any and all interest under this Agreement and shall operate as such release. If the BUYER shall fail to deliver the required Deed to the SELLER within Thirty (30) Days after the date set for closing, the SELLER shall have the further right to commence an action to procure an adjudication of the termination of the BUYER's rights, in which case the BUYER shall pay all costs of the action, including reasonable attorneys' fees.
22. **BINDING EFFECT.** The terms, conditions and stipulations provided for in this Contract are to apply to and bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.
23. **CONTRACT DATE/DEPOSIT FUNDS.** For purposes of this Contract, the contract date shall be the date on which this Contract is executed by the SELLER. Further, this Contract shall be of no force and effect until such time as the same has been executed by the SELLER. Deposit of funds into Seller's Attorney's Client Funds Account prior to execution of the Contract by the Seller shall not in any way bind the Seller herein, provided said funds are promptly returned to the Buyer upon Seller's rejection of the contract.
24. **SINGULAR/PLURAL.** Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.
25. **CAPTIONS.** Captions have been used in this Agreement only as a matter of convenience and for reference, and do not define or limit any of the provisions to which they

refer.

26. **GOVERNING LAW**. It is agreed that this Agreement shall be governed by the laws of the State of Connecticut, both as to interpretation and performance. It is further understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State of Connecticut, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

27. **PROPERTY CONDITION DISCLOSURE/SMOKE/CARBON AFFIDAVIT**

(AS APPLICABLE)

The BUYER is entitled to receive the Residential Condition Report required by Public Act No. 95-311 (as amended). Pursuant to said Public Act, the SELLER is required to credit the BUYER the sum of Five Hundred Dollars (\$500.00) at closing, should the SELLER fail to furnish the Residential Condition Report.

The Report shall not be construed to create any new implied or express warranties on behalf of SELLER, or be construed to require SELLER to furnish or secure any inspections, tests or other methods of determining the physical condition of the PROPERTY. Any representations made by SELLER pursuant to the Report shall be construed only to the extent of SELLER's actual knowledge of the PROPERTY and no constructive knowledge shall be imputed to SELLER.

The Buyer is entitled to receive the affidavit concerning smoke and carbon monoxide detectors required by Connecticut General Statute Section 29-453 (as amended). Pursuant to said Statute, the Seller is required to furnish the affidavit concerning smoke and carbon monoxide detectors.

28. **APPRAISAL CONTINGENCY**

This agreement is contingent on the subject property appraising for purchase price. If the property does not appraise, then the Buyer can cancel this agreement and have all deposits returned to him or continue on with the purchase. If the Buyer cancels this agreement pursuant to this paragraph, then neither party will have any further obligation to each other.

29. **LEAD PAINT CONTINGENCY AND DISCLOSURE**

The Seller makes no representations as to the existence or non-existence of lead-based paint or other hazardous or toxic substances on the premises being sold hereunder and the Purchaser specifically waives any rights they may have under 42 USC 4851 ct. seq. and the

regulations promulgated pursuant thereto (lead paint disclosure law).

30. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

31. **LIQUIDATED DAMAGES**

If Purchaser is in default hereunder, or on or before the date of closing herein indicates that Purchaser is unable or unwilling to perform, and Seller stands ready to close, Seller shall have the right to terminate this Agreement by written notice to Purchaser or Purchaser's attorney and retain the downpayment as reasonable liquidated damages for Purchaser's inability or unwillingness to perform. It is the intention of the parties hereto to make advance provision freely on the date of this Agreement for such event in order (a) to avoid controversy, delay and expense, and (b) to specify at this time a reasonable amount agreeable to both parties for compensation to Seller for losses which may not be readily ascertainable or quantifiable such as any of the following which might be deemed necessary to place Seller in the position Seller would have been in had Purchaser made timely performance: costs of carrying, maintaining, insuring and protecting the property; loss of interest income on the proceeds; loss of optimum market time, value and conditions; uncertainty, delay, expense and inconvenience of finding a substitute purchaser; additional commissions, fees, taxes and borrowing expenses to meet obligations entered into in anticipation of performance. In such event and upon Seller's written notice of termination, the premises shall be free and clear of any claims or interest of Purchaser therein by virtue of this Agreement.

32. **AMENDMENT**

This Agreement may not be amended, modified, superseded, or canceled, and none of the terms covenants, representations, warranties, or conditions hereof may be waived unless by a written instrument executed by all of the parties hereto.

33. **ASSIGNMENT**

This Agreement and Purchaser's rights hereunder may not be assigned by Purchaser without the written consent of Seller, and any purported assignment without such written consent shall be void and of no effect. Consent of the Seller to assignment shall not be unreasonably withheld or delayed. Upon any effective assignment of Purchaser's rights hereunder, Purchaser and Purchaser's assignee shall be jointly and severally liable hereunder, unless otherwise agreed by Seller.

34. **REPORTING COMPLIANCE**

Unless otherwise required by law or as set forth in a separate designation agreement, Purchaser shall cause Purchaser's attorney to comply with any reporting requirements of the Internal Revenue Service as to this transaction. The provisions of this paragraph shall survive the closing.

35. **AFFIDAVITS**

The Seller agrees to execute, at the time of closing of title, an affidavit, (a) verifying the non-existence of mechanics' and materialmen's lien rights, (b) verifying the non-existence of any tenants' rights, other than as set forth herein, (c) verifying the non-existence of any security interests in personal property and fixtures being sold with the premises, (d) affirming that the Seller has no notice of any facts or circumstances not of record which could give rise to the claim of any third party to rights of adverse possession or use over the premises or any part thereof in derogation of Seller's title, (e) updating to the extent of Seller's knowledge, any available survey, and (f) affirming that Seller is not a "foreign person" pursuant to Internal Revenue Code Section 1445; together with any other affidavit reasonably requested by the Purchaser's lender or title company as to facts within Seller's knowledge.

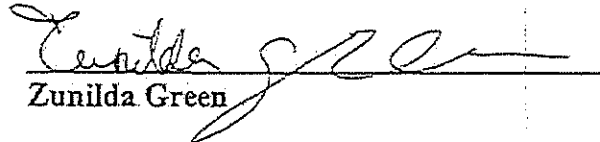
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals the day(s) and year set forth below.

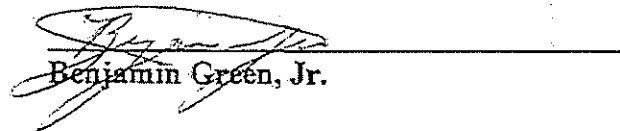
Signed, sealed and delivered
in the presence of:

SEE AMENDMENT RE:
US BANKRUPTCY COURT
APPROVAL. ZG

SELLER


Zunilda Green

BUYER


Benjamin Green, Jr.

SCHEDULE A

The following described land, with all buildings standing thereon, situated in said Torrington, bounded

- NORTHERLY: by public highway known as Cooper Street, 56.12 feet;
- EASTERLY: by land now or formerly of Donald E. and Jean L. Johnson, 108.55 feet;
- SOUTHERLY: by land now or formerly of Auguste Mathieu et ux, 52.35 feet, more or less; and
- WESTERLY: by land now or formerly of John Ducci, 92.07 feet.

Being the same premises conveyed to John W. Fitzgerald and Ann Fitzgerald by Ethel S. Falk by Warranty Deed dated September 3, 1959 and recorded September 4, 1959 in Volume 209, Page 475 of the Torrington Land Records. See Also: Certificate of Devise - Estate of John W. Fitzgerald to Anna Fitzgerald dated June 16, 1989 and recorded June 16, 1989 in Volume 458, Page 327 of the Torrington Land Records. See Also: Notice for Land Records - Estate of Anna Fitzgerald, David C. Shepard, Esq., Conservator (P.O. Box 81 Canton, CT. 06019) dated January 17, 2012 and recorded February 2, 2012 in Volume 1124, Page 519 of the Torrington Land Records.

Said premises are free and clear of all encumbrances except as follows:

1. Building lines, if established, and any and all provisions of any statute, ordinance, municipal regulation, zoning, planning and wetlands laws and regulation or public or private law, local, state or federal.

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION**

IN RE: ZUNILDA GREEN : CASE #23-50558 (JAM)
(DEBTOR) : CH. 13
: DATE: 06/17/2024

**EXHIBIT "C" TO: NOTICE OF PRIVATE SALE (FORM CTB-LF238.A1)
ECF DOC. #56 FILED ON JUNE 17, 2024 & CORRECTION OF ECF #57d**

EXHIBIT C: SEE ATTACHED.

SUBMITTED BY:

/s/John E. Hudson, Esq.
P.O. Box 2026
Torrington CT 06790
Tel. (860) 489-2790
Email: jhudlaw@sbcglobal.net
Fed. Bar No. CT 13420

Exhibit C

SCHEDULE A

The following described land, with all buildings standing thereon, situated in said Torrington, bounded

- NORTHERLY: by public highway known as Cooper Street, 56.12 feet;
- EASTERLY: by land now or formerly of Donald E. and Jean L. Johnson, 108.55 feet;
- SOUTHERLY: by land now or formerly of Auguste Mathieu et ux, 52.35 feet, more or less; and
- WESTERLY: by land now or formerly of John Ducci, 92.07 feet.

Being the same premises conveyed to John W. Fitzgerald and Ann Fitzgerald by Ethel S. Falk by Warranty Deed dated September 3, 1959 and recorded September 4, 1959 in Volume 209, Page 475 of the Torrington Land Records. See Also: Certificate of Devise - Estate of John W. Fitzgerald to Anna Fitzgerald dated June 16, 1989 and recorded June 16, 1989 in Volume 458, Page 327 of the Torrington Land Records. See Also: Notice for Land Records - Estate of Anna Fitzgerald, David C. Shepard, Esq., Conservator (P.O. Box 81 Canton, CT. 06019) dated January 17, 2012 and recorded February 2, 2012 in Volume 1124, Page 519 of the Torrington Land Records.

Said premises are free and clear of all encumbrances except as follows:

1. Building lines, if established, and any and all provisions of any statute, ordinance, municipal regulation, zoning, planning and wetlands laws and regulation or public or private law, local, state or federal.

Exhibit C