

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In Re: : CHAPTER 13
: :
Sue Ann Ney : CASE NO. 20-31055
Debtor : :
: : January 11, 2023

CERTIFICATION OF SERVICE

The undersigned hereby certifies that on the 11th day of January 2023 I served via the Court's CM/ECF electronic service on all parties qualified to receive electronic notice, or sent by First Class mail, postage prepaid, as indicated, a copy of the Appendix O:Notice of Public Sale of Estate Property, and Court's Order Establishing Terms and Conditions for Notice Regarding Debtor's Motion to Sell Real Property, Denying Motion to Expedite and Setting Deadline to Object and Hearing Date to Consider Debtor's Motion to Sell, ECF NO. 109 and Exhibits all as attached hereto upon the following:

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

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

Roberta Napolitano
10 Columbus Boulevard
6th Floor
Hartford, CT 06106

Sue Ann Ney
27 Oakwood Lane
Hamden, CT 06518

Ally Bank Lease Trust
PO Box 130424
Roseville, MN 55113-0004(9230156)

(cr)

American Express

Attn: President / Manager

PO Box 1270

Newark, NJ 07101-1270(9226439)

(cr)

Bank of America

Attn: President / Manager

PO Box 15019

Wilmington, DE 19886-5019(9226440)

(cr)

Bank of America, N.A.

P O Box 982284

El Paso, TX 79998-2238(9239553)

(cr)

Barclay Card/AAdvantage

Attn: President / Manager

PO Box 13337

Philadelphia, PA 19101-3337(9226441)

(cr)

Capital One

Attn: President / Manager

PO Box 71083

Charlotte, NC 28272-1083(9226442)

(cr)

Capital One Bank (USA), N.A.

by American InfoSource as agent

PO Box 71083

Charlotte, NC 28272-1083(9237690)

(cr)

Capital One Bank (USA), N.A.

by American InfoSource as agent

4515 N Santa Fe Ave

Oklahoma City, OK 73118(9237671)

(cr)

Care Credit

Attn: President / Manager
PO Box 960061
Orlando, FL 32896-0061(9226443)
(cr)

Chase Cardmember Services (AARP)

Attn: President / Manager
PO Box 1423
Charlotte, NC 28201-1423(9226444)
(cr)

Chase Cardmember Services (Amazon)

Attn: President / Manager
PO Box 1423
Charlotte, NC 28201-1423(9226445)
(cr)

Chase Cardmember Services/Disney

Attn: President / Manager
PO Box 1423
Charlotte, NC 28201-1423(9226446)
(cr)

Citgo

Attn: President / Manager
P.O. Box 6401
Sioux Falls, SD 57117(9226447)
(cr)

Comenity Bank

Attn: President / Manager
Bankruptcy Department
PO Box 182125
Columbus, OH 43218-2125(9226448)
(cr)

CT State Police CU

Attn: President/Manager
1111 Country Club Road
Middletown, CT 06457(9226449)
(cr)

Discover

Attn: President / Manager
PO Box 71084
Charlotte, NC 28272-1084(9226450)
(cr)

Discover Bank

Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025(9228116)
(cr)

Frontier

Attn: President / Manager
PO Box 740407
Cincinnati, OH 45274-0407(9226451)
(cr)

GAP Card

Attn: President / Manager
PO Box 530942
Atlanta, GA 30353-0942(9226452)
(cr)

GM Financial

Attn: President / Manager
PO Box 78143
Phoenix, AZ 85062-8143(9226453)
(cr)

Home Depot

Attn: President / Manager
PO Box 9001010
Louisville, KY 40290-1010(9226454)
(cr)

Internal Revenue Service

Attn: President / Manager
PO Box 7346
Philadelphia, PA 19101-7346(9226455)
(cr)

JPMorgan Chase Bank, N.A.

s/b/m/t Chase Bank USA, N.A.
c/o National Bankruptcy Services, LLC
P.O. Box 9013
Addison, Texas 75001(9230041)
(cr)

JPMorgan Chase Bank, N.A.

s/b/m/t Chase Bank USA, N.A.
c/o National Bankruptcy Services, LLC
P.O. Box 9013
Addison, Texas 75001(9230037)
(cr)

JPMorgan Chase Bank, N.A.

s/b/m/t Chase Bank USA, N.A.
c/o National Bankruptcy Services, LLC
P.O. Box 9013
Addison, Texas 75001(9230491)
(cr)

KeyBank NA

Attn: President / Manager
PO Box 89438
Cleveland, OH 44101(9226456)
(cr)

Mr. Cooper

f/k/a Nationstar Mortgage
Attn: President / Manager
PO Box 650783
Dallas, TX 75265(9226457)
(cr)

PayPal Credit Services/SYNCB

Attn: President / Manager
PO Box 960080
Orlando, FL 32896-0080(9226458)
(cr)

PC Richard & Son/Synchrony

Attn: President / Manager

PO Box 960061

Orlando, FL 32896-0061(9226459)

(cr)

Portfolio Recovery Associates, LLC

POB 41067

Norfolk VA 23541(9242201)

(cr)

Portfolio Recovery Associates, LLC

POB 41067

Norfolk, VA 23541(9361132)

(cr)

Quantum3 Group LLC as agent for

Comenity Bank

PO Box 788

Kirkland, WA 98083-0788(9244721)

(cr)

State of Connecticut - DRS

Attn: President / Manager

Collections Unit - Bankruptcy

450 Columbus Blvd., Ste. 1

Hartford, CT 06103-1837(9226460)

(cr)

Sue Ann Ney

c/o James B. Heffernan, Esquire

Law Offices of Neil Crane, LLC

2679 Whitney Avenue

Hamden, CT 06518(9252308)

(cr)

Synchrony Bank

c/o PRA Receivables Management, LLC

PO Box 41021

Norfolk, VA 23541(9227088)

(cr)

Target Card Services

Attn: President / Manager
PO Box 660170
Dallas, TX 75266-0170(9226461)
(cr)

TD Bank, NA

Attn: President / Manager
PO Box 100290
Columbia, SC 29202-3290(9226462)
(cr)

TJX Rewards/ SYNCB

Attn: President / Manager
PO Box 530948
Atlanta, GA 30353-0948(9226463)
(cr)

U.S. Bank National Association

c/o Linda St. Pierre, Esq.
McCalla Raymer Leibert Pierce, LLC
50 Weston Street
Hartford, CT 06120(9229508)
(cr)

U.S. Bank National Association, et.al

Nationstar Mortgage LLC d/b/a Mr. Cooper
Bankruptcy Department
PO Box 619096
Dallas, TX 75261-9741(9244362)
(cr)

Utility Self Report

Attn: President / Manager
PO Box 4500
Allen, TX 75013(9226464)
(cr)

Verizon

by American InfoSource as agent
4515 N Santa Fe Ave
Oklahoma City, Ok 73118(9242475)

(cr)

Verizon

by American InfoSource as agent

PO Box 4457

Houston, TX 77210-4457(9243888)

(cr)

THE DEBTOR:
SUE ANN NEY

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

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT**

In re: Sue Ann Ney <p align="right">Debtor(s).</p>	CASE NO: 20-31055 CHAPTER: 11
Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address: Jennifer Tremesani, Esq. (CT29824) The Law Office of Neil Crane 2679 Whitney Ave, Hamden, CT 06518 P203-230-2233 F2032308484 Jennifer@neilcranelaw.com <input checked="" type="checkbox"/> <i>Attorney for:</i> The Debtor, Sue Ann Ney <input type="checkbox"/> <i>Individual appearing without attorney</i>	<p><u>NOTICE OF ORDER GRANTING MOTION FOR PUBLIC SALE OF ESTATE PROPERTY</u></p> <p><u>D. CONN. BANKR. L. R. 6004-1(b)</u></p>

INSTRUCTIONS FOR COMPLETING AND FILING THIS NOTICE

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

Description of property to be sold:

27 Oakwood Lane, Hamden, Connecticut

Public Sale/Auction Information:

Date of Public Sale/Auction:	2/14/2023	Time of Public Sale/Auction:	9:00 AM
Location of Public Sale/Auction:	The Law Office of Neil Crane, 2679 Whitney Ave, Hamden, CT 06518		

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

Objection/Overbid Deadline and Hearing Information:

Last date to file Objections or to submit Overbids to Public Sale/Auction: 2/6/2023

Hearing Date and Time regarding Public Sale/Auction: 2/8/2023 at 10:00AM

Location of hearing: U.S. Bankruptcy Court
157 Church St., 18th Floor
New Haven, CT 06510

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

Public Sale/Auction opening bid:

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

Pursuant to the attached purchase and sale agreement, the buyer is to purchase the Debtor's residential property known as 27 Oakwood Lane, Hamden, CT for a purchase price of \$477,500.00. Additional sale terms are outlined as per the attached Purchase and Sale Agreement. If such purchase is not consummated with the above buyer, the Seller shall have the authority to sell the property to a new buyer under a new contract for a purchase price equal to or greater than \$400,000.00 without further approval from this Court. The Debtor proposes to pay off all liens and encumbrances of record and in the order and priority that exists regarding the subject property and any other closing costs, liens, bank fees, attorney fees, escrow advances, and other incidental charges in connection with said closing. Counsel for the Debtor will retain sufficient funds to cover the compensation of the seller/debtor real estate agent and The Law Office of Neil Crane, LLC as such compensation is subject to further approval by this Court. A copy of the Court's Order Establishing Terms and Conditions for Notice Regarding Debtor's Motion to Sell Real property, Denying Motion to Expedite, and Setting Deadline to Object and Hearing Date to Consider Debtor's Motion to Sell, ECF No. 109, is attached to this Notice and to the extent there is a difference between the Notice and the Order, the terms of the Order control.

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

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

Jennifer Tremesani, Esq.
The Law Office of Neil Crane
2679 Whitney Ave, Hamden, CT, 06518.
(p)203-230-2233
(f)203-230-8484
Jennifer@neilcranelaw.com

Date:

PROOF OF SERVICE OF DOCUMENT

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

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

A true and correct copy of the foregoing document entitled: **NOTICE OF ORDER GRANTING MOTION FOR PUBLIC SALE/AUCTION OF ESTATE PROPERTY** was served on (date) 1/11/2023 in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to this Court's Administrative Procedures for Electronic Case Filing (Appendix A), the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 1/11/2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See Certificate of Service Attached

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 1/11/2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows:

See Certificate of Service 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.

1/11/2023
Date

Jennifer Tremesani, Esq.
Printed Name

/s/Jennifer Tremesani, Esq.
Signature

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

STANDARD FORM REAL ESTATE CONTRACT

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

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

- 1. Seller(s): Sue Ann Ney
Address: 27 Oakwood Lane Hamden, CT 06514
- 2. Buyer(s): Christopher Morrison, Jillian Morrison
Address: 52 Mather Street Hamden, CT
- 3. Real Property Address: 27 Oakwood Lane Hamden, CT 06514
- 4. Personal Property, if any, to be included: As listed in MLS 170519886
Gas Cooktop, Wall oven, Refrigerator, Dishwasher Above Ground Pool
- To be excluded: Property in Broom Clean Condition, swing set excluded

5. Purchase Price

Payable as Follows:

- (a) By Initial Deposit paid upon execution of this Contract (a) \$ 5000
- (b) By Additional Deposit to be paid on or before 12/29/22 (b) \$ 18875
- (c) By proceeds of a Bank, Institutional or Purchase Money Mortgage Loan which proceeds shall be immediately available to Seller at a local bank (c) \$ 453625
- (d) Balance to be delivered at closing in cash, certified check or official bank check the proceeds of which shall be immediately available to Seller at a local bank. (d) \$ _____

TOTAL PURCHASE PRICE

\$ 477500 *Jm Cm*
Sum of (a) + (b) + (c) + (d)

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

Third Party Mortgage Purchase Money Mortgage

- (a) Mortgage Loan Amount at Prevailing Interest Rate: \$ 453625
- (b) Term of Mortgage: (Years) 30
- (c) Written Loan Commitment to be obtained by 1/13/22
Month/Day/Year

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

7. Closing Date:

~~1/20/23~~ 2/14/2023 or sooner *SAN Cm Jm*
at Seller's attorney's office, or at Mortgage Lender's office in New Haven County, if required.

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

Buyer Initials: Cm Cm Jm Seller Initials: SAN

9. Inspection Contingency: The inspections checked below shall be completed not later than: 12/29/22 (Inspection Completion Date). The "Title Search Completion Date" shall be no later than ten (10) business days after the "Inspection Completion Date."

	YES	WAIVED		YES	WAIVED		YES	WAIVED
Building/Mechanical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oil Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Termite/Other Insects	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Well/Organic Chemicals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lead	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Septic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Radon-Air/Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Asbestos	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Title Search	<input checked="" type="checkbox"/>	<input type="checkbox"/>						

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

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

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

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

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

13. Additional Paragraphs: Unless crossed out, the following Paragraphs 16 through 29 are hereby made a part of this Contract. This offer is subject to the review and approval of the seller's

14. Additional Terms and/or seller concessions: attorney by 12/19/2022 JM CM

SMN Subject to Bankruptcy Court approval. SMN

15. Riders Attached: Closing Credit, As Is Rider

16. Warranty Deed, Marketable Title: (a) Seller shall convey to Buyer good and marketable fee simple title to the Property by Connecticut form Warranty Deed, (or Fiduciary Deed if Seller is a fiduciary) (the "Deed"), free and clear of all encumbrances except the following permitted encumbrances, so long as the permitted encumbrances do not prohibit the residential use of the Property or otherwise render title to the Property unmarketable: (i) any and all provisions of any ordinance, municipal regulation or public or private law; (ii) restrictive covenants and easements of record; (iii) any facts which an accurate survey or physical inspection of the Property would reveal; (iv) taxes and municipal assessments due and payable after the Closing. (b) If the Seller is unable to convey title conforming to the requirements of (a) above, then the Seller shall be allowed to postpone the Closing for up to the earlier of thirty days or the expiration date of the Buyer's mortgage loan commitment ("Postponement Period") within which to cure the title defects. If, at the expiration of the Postponement Period, the Seller is still unable to convey title conforming to (a) above, Buyer may, by written notice to the Seller, reject such defective title, whereupon the Seller shall remit to the Buyer the Deposit together with any expenses incurred by Buyer for title examination (not to exceed \$250) and this Contract shall be terminated. The marketability of title shall be determined in accordance with the Standards of Title of the Connecticut Bar Association. (c) The Property shall be conveyed free of any violations of any governmental rules, regulations or limitations or private restrictive covenants or easements. In the event Seller cannot deliver the Property to the Buyer at Closing, free of violations as aforesaid, Buyer may, by written notice, by certified mail, facsimile or hand delivery to the Seller, or Seller's Attorney, terminate this Contract because of such violations, whereupon Seller shall return to the Buyer the Deposit together with any expenses incurred by the Buyer for title examination (not to exceed \$250.00).

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

Buyer Initials CM JM

Seller Initials SMN

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

18. Risk of Loss, Damage: The risk of loss or damage by fire or other casualty to the Property until the Closing Date is assumed by the Seller. In the event of loss or damage occurring prior to the delivery of the Deed, Seller shall repair and restore the Property prior to the Closing Date, or may delay the closing at his option for up to the earlier of thirty (30) days from the date of such loss or damage or the date Buyer's mortgage loan commitment expires ("Delay Period") in order to complete restoration or repairs. If at the expiration of the Delay Period the Seller has failed to repair or restore the Property to its condition prior to the loss or damage, the Buyer shall have the option of (a) Terminating this Contract in which event the Deposit together with any amounts actually expended by the Buyer for the examination of title (not to exceed \$250.00) shall be remitted to the Buyer and thereupon the parties shall have no further rights and obligations under this Contract; or (b) Closing title by accepting the Deed conveying the Property in accordance with all of the other provisions of this Contract and receiving the benefit of any insurance policies or funds paid or recoverable on account of such loss or damage, less any sums actually expended by the Seller for restoration or repairs. The Seller shall not be responsible for loss or damage to trees or other plantings due to natural causes provided such loss or damages does not exceed \$250.

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

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

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

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

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

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

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

Buyer Initials GM JM

Seller Initials DS SAN

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

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

27. Buyer's Lien: The Deposit and Buyer's reasonable expenses actually incurred for title examination to the Property are hereby made liens on the Property, but such liens shall not continue after a default by the Buyer.

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

29. Seller's Agent: Gene Pica

Buyer's Agent: Akiba Walts

Name: Telephone:

Name: Telephone:

License Number: RES.0539011

License Number: RES.0817388

Agent's Firm: RE/MAX Alliance

Agent's Firm: William Raveis Real Estate

Address: 10 Pine Orchard Road, Branford

Address: 47 Riverside Dr Westport, CT

Seller's Attorney

Buyer's Attorney

Name: Telephone:

Name: Telephone:

Attorney's Email:

Attorney's Email:

Address:

Address:

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

Christopher Morrison

Jillian Morrison

12/15/2022

DocuSigned by:

Date

Buyer's Signature

Date

Sue Ann Mey

12/17/2022

Seller's Signature

Date

64796CA855574256148

Property Address: _____

"As Is" Rider page _____ of _____



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



1. Seller is selling the Property and the improvements and personal property included in this Contract "as is," in the condition they were in on the date of this Contract, subject to ordinary wear and use. Seller hereby declares to Buyer that Seller does not intend to correct or pay for the correction of (whether directly or by way of a credit to Buyer) any conditions described in any tests or reports which may be obtained by Buyer in accordance with this Contract.
2. Notwithstanding the foregoing, Buyer retains Buyer's rights to inspections or tests under paragraph 24 of this Contract, if any. Buyer retains Buyer's rights to terminate this Contract on account of the results of such inspections or tests and to have all deposits returned to Buyer in the event of such termination.

BUYER

Christopher Morrison

Fillian Morrison

Date: 12/15/2022

SELLER Represented by:

Sue Ann My

64796CA48B9A4F4

Date: 12/17/2022



Property Address: 27 Oakwood Lane, Hamden, CT 06514 Closing Cost Rider page of



RIDER
REAL ESTATE PURCHASE CONTRACT
Connecticut REALTORS®



CLOSING COST CREDIT

Seller agrees to contribute to Buyer up to \$ 15,000.00 / % of the purchase price at closing toward Buyer's closing costs, pre-paid expenses including title insurance premiums, points, and any other costs, escrows or adjustments allowable by Buyer's lender. If Buyer's lender restricts the allowable Seller contribution, then Seller's actual and total contribution shall be limited to the allowable amount.

BUYER

Christopher Morrison

Jillian Morrison

Date: 12/15/2022 12/15/2022

SELLER

DocuSigned by:

Sue Ann My

64758CA48E9DA4F4

Date: 12/17/2022



UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
NEW HAVEN DIVISION

In re:	:	Case No.: 20-31055 (AMN)
Sue Ann Ney,	:	Chapter 13
Debtor	:	
	:	Re: ECF No. 106, 107, 108

**ORDER ESTABLISHING TERMS AND CONDITIONS
FOR NOTICE REGARDING DEBTOR'S MOTION TO SELL REAL
PROPERTY, DENYING MOTION TO EXPEDITE, AND SETTING DEADLINE
TO OBJECT AND HEARING DATE TO CONSIDER DEBTOR'S MOTION TO SELL**¹

Chapter 13 debtor Sue Ann Ney ("Debtor") has been trying to sell her real property located at 27 Oakwood Lane, Hamden, Connecticut (the "Property") for almost a year, beginning with the employment of Gene Pica as a real estate agent in January of 2022.² ECF No. 57. Initially, the Debtor sought to sell the Property for a purchase price of \$510,000, but the proposal was short lived, and the Debtor soon withdrew her motion seeking approval of the sale. ECF Nos. 76, 86. Thereafter, the Debtor filed a notice of proposed public sale proposing to sell the Property for \$505,000.³ ECF No. 96. A sale did not occur at this proposed price of \$505,000 after the buyer terminated the contract. ECF No. 99 (Audio of Hearing held on October 12, 2022).

During this time, the Chapter 13 Trustee raised the only objection to the proposed sales, asserting the Chapter 13 estate is entitled to the appreciation in the Property's value. ECF No. 97. The Debtor concurred and entered into a stipulation with the Chapter

¹ The court enters this order based on the circumstances of this case. This order is not intended to be relied upon for any other case or any other proposed sale by any other debtor or party in interest.

² The order authorizing the Debtor's employment of the real estate agent states in part, "The allowance and payment of compensation of reasonable fees and reimbursement for actual, necessary expenses are subject to further order of the Court in accordance with 11 U.S.C. §§ 328, 330 and/or 331." See, ECF Nos. 46, 57.

³ The Notice of Proposed Public Sale included a provision allowing the Debtor to proceed with a sale if the buyer currently offering \$505,000 did not proceed, but the Debtor secured any buyer offering greater than \$480,000.00. ECF No. 96. This eventuality did not occur.

13 Trustee agreeing that if a sale occurred, the Debtor would modify her confirmed Chapter 13 Plan⁴ to provide an increased dividend of 100% to allowed unsecured claims and would pay the Chapter 13 Trustee enough funds to satisfy the Chapter 13 Plan in full, including any Chapter 13 Trustee commission (the "Stipulation"). ECF No. 100.

Recently, on January 4, 2023, the Debtor filed three motions, including:

- A motion for sale of real estate property, ECF No. 106;
- A motion to waive or shorten the notice period required for a proposed notice of public sale, ECF No. 107; and
- A motion to expedite a hearing regarding the motion to sell and motion to waive or shorten notice, ECF No. 108.

The motion for sale seeks authority for the Debtor to sell the Property for a purchase price of \$477,500, to Christopher Morrison and Jillian Morrison pursuant to 11 U.S.C. § 363(b) and Fed.R.Bankr.P. 6004. ECF No. 106. The Debtor requests expedited review in order to allow a closing to take place on February 14, 2023.

Implicitly the Debtor requests the court conclude the marketing of the Property using the Multiple Listing Service and the history of the multiple offers to purchase the Property satisfies Local Rule of Bankruptcy Procedure 6004-1(a)'s requirement that real property be sold by public sale. The court agrees and concludes these prior efforts along with the process set forth in this Order provide a sufficiently transparent sale process.

The Debtor represents the sale proceeds will be used to pay the outstanding mortgages on the Property owed to Nationstar Mortgage, LLC d/b/a Mr. Cooper and the Connecticut State Police Credit Union, real estate taxes due to the Town of Hamden, town and state conveyance taxes, commission fees for the buyer's real estate agent of

⁴ The Debtor's confirmed Chapter 13 Plan currently provides a dividend of 18.17% will be paid on account of allowed unsecured claims. ECF No. 27.

\$11,937.50, and town recording fees. ECF No. 106. In addition, the Debtor proposes to pay the Chapter 13 Trustee an estimated \$63,532.34 to pay off the Chapter 13 plan and to amend the plan to pay a 100% dividend to unsecured creditors. The court assumes the terms of Stipulation remain in effect.

While the Debtor proposes to pay at closing commission fees for the Debtor's real estate agent of \$11,937.50 and attorney fees to the Law Offices of Neil Crane in the amount of \$12,500.00, both of those items are subject to court review and shall not be paid until after application, notice and a hearing, if and when allowed, pursuant to 11 U.S.C. §§ 328, 330 and/or 331.

In order to facilitate the Debtor's proposed sale and in light of the history of prior sale efforts, the court will establish the following notice and sale procedure without the need for a preliminary hearing. The Debtor, upon entry of this order, shall prepare and file the Notice of Order Granting Motion for Public Sale of Estate Property pursuant to D.Conn.Bankr.L.R. 6004-1(b) and Appendix O (the "Notice"). In the Notice, the Debtor shall provide the following information:

- the caption case caption;
- the description of the property to be sold;
- **February 14, 2023** as the date of the public sale;
- a time and location for the sale;
- **February 6, 2023** as the last day for objections to the sale;
- a hearing date and location of **February 8, 2023, at 10:00 a.m.**, at the Bankruptcy Court for the District of Connecticut, 157 Church Street, 18th Floor Courtroom, New Haven, Connecticut; and
- the proposed purchase price for the sale.

Additionally, the Debtor shall note in the Notice's "Terms and Conditions of Public Sale" section that a copy of this Order is attached to the Notice and to the extent there is a difference between the Notice and this Order, the terms of this Order control.

The Debtor will serve all creditors and parties in interest with the Notice, including

the copy of this this Order to be attached to the Notice, by no later than January 9, 2023 and file a certificate of service on or before January 9, 2023. If the Debtor files and serves the Notice and this Order as directed by January 9, 2023, creditors and parties in interest will have the required 21-days' notice required for a proposed sale of estate property pursuant to Fed.R.Bankr.P. 2002(a)(2).

For the absence of doubt, any creditor or party in interest may object to the Debtor's proposed motion to sell on or before February 6, 2023, and a hearing will be held to consider the Debtor's motion to sell on February 8, 2023, at 11:00 a.m. at the United States Bankruptcy Court, 157 Church Street, 18th Floor Courtroom, New Haven, Connecticut, even if no objection is filed.

With this Order, the court gives notice of its intent to grant – during the hearing on February 8, 2023 – the Debtor's request to waive the 14-day stay provision set forth in Fed.R.Bankr.P. 6004(h) as it pertains to an order authorizing a sale of property, in the absence of any objection.

Because the court is establishing these procedures, the Debtor's motion to expedite a hearing, ECF No. 108, will be denied as moot.

Accordingly, it is hereby

ORDERED: The Debtor's motion to expedite, ECF No. 108, is DENIED as moot; and it is further

ORDERED: That, the Debtor's motion to waive or shorten notice of proposed sale, ECF No. 107, is DENIED in part and the notice of proposed sale shall be completed, filed, and served as set forth in this Order; and it is further

ORDERED: On or before January 9, 2023, the Debtor shall file a Notice of Order Granting Public Sale of Estate Property pursuant to D.Conn.Bankr.L.R. 6004-1(b), to

include the following minimum information:

- a. The date and time of the proposed sale;
- b. An objection deadline of February 6, 2023;
- c. The terms and conditions of the public sale, including the name of the purchaser(s), purchase price and any terms or conditions of sale, and the process by which a potential buyer might make a higher and better offer to the Debtor, and that a copy of this Order is included and controls the sale;
- d. A copy of the purchase and sale agreement for the Property shall be attached to that form; and
- e. The date, time, and location of a hearing, which shall be held on February 8, 2023, at 10:00 a.m.

And, it is further

ORDERED: on or before January 9, 2023, the Debtor shall file an amended proposed order regarding ECF No. 106 which includes all terms and conditions required by Local Bankruptcy Rule 6004-2 and 6004-2(h); and it is further

ORDERED: on or before January 9, 2023, the Debtor shall serve all creditors and parties in interest with the Notice of Order Granting Public Sale of Estate Property including as an attachment a copy of this Order, the amended proposed order regarding ECF No. 106, and, shall file a certificate of service evidencing such service; and it is further

ORDERED: on or before February 6, 2023, any creditor or party in interest shall file any objection to the Debtor's motion for sale, ECF No. 106; and it is further

ORDERED: A hearing shall be held on February 8, 2023, at 11:00 a.m. at the United States Bankruptcy Court, 157 Church Street, 18th Floor Courtroom, New Haven,

Connecticut, to consider the Debtor's motion for sale of property, ECF No. 106, and the Clerk shall issue a notice of hearing for this date and time.

Dated this 6th day of January, 2023, at New Haven, Connecticut.

Ann M. Nevins
Chief United States Bankruptcy Judge
District of Connecticut

