

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF MISSISSIPPI**

**IN RE: JOHN COLEMAN  
Debtor**

**CHAPTER 11  
CASE NO. 21-11833-SDM**

**MOTION FOR AUTHORITY TO SELL REAL PROPERTY  
OUTSIDE THE ORDINARY COURSE OF BUSINESS  
FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS**

COMES NOW John Coleman (the “Debtor”) and files this his *Motion for Authority to Sell Real Property Outside the Ordinary Course of Business Free and Clear of Liens, Claims and Interests* (the “Motion”), and in support thereof, would respectfully show unto the Court as follows, to-wit:

1. On September 29, 2021 the Debtor herein filed with this Court his Voluntary Petition for bankruptcy under Chapter 11 of the Bankruptcy Code (the “Petition”).
2. This Honorable Court has jurisdiction of the subject matter herein and the parties hereto pursuant to 28 U.S.C. §§ 157, 1334; 11 U.S.C. §§ 105, 363, 541, 1107, related statutes, related rules and various orders of reference. This is a core proceeding.
3. In the exercise of the Debtor’s best business judgment, the Debtor has made the decision to liquidate certain real property in an effort to generate credits to pay the indebtedness of creditors.
4. Specifically, the property that forms the subject matter of this Motion is the real property that is the Debtor’s residence located at 1107 Robert E. Lee Ext. in Greenwood, Mississippi (the “Property”). It is the Property the Debtor desires to sell. A description of the Property is described within the Contract for the Sale and Purchase of Real Estate, a copy of which is attached, incorporated by reference and marked as **Exhibit “A”**.

5. The decision to liquidate the Property is in the best interest of all creditors and parties-in-interest herein. The purchaser for the Property is Christopher Neil McGlawn (the "Purchaser"). The purchase price for the Property is \$560,000. This is the fair market value of the Property.

6. The Purchaser is a good faith purchaser and the sale transaction is an arms-length transaction.

7. The ad valorem taxes will be prorated at closing on the real property based on possession as between the Purchaser and the Debtor.

8. The Debtor seeks authority of the Court to execute such deed, transfer of title or other related documents which are reasonably necessary to consummate and close the sale of the Property.

9. The Debtor seeks to sell the Property free and clear of liens, claims and interests with the exception of novel, customary costs of closing and ad valorem tax claims which shall be prorated based upon possession, and paid at closing, with the remaining funds to be disbursed as set forth in Paragraph 10 below. There are no liens on the Property. The Property is owned jointly by the Debtor and his spouse, Jennefer L. Coleman ("Jennefer").

10. Upon closing, after deducting one-half of the ad valorem real estate taxes and reasonable closing costs, one-half of the remaining funds shall be paid directly to Jennefer for her one-half interest in the Property; the remaining one-half of the taxes and closing costs will be deducted, then the Debtor and Jennefer will receive \$75,000 for their allowed homestead exemption claim. The remaining proceeds will be paid to counsel for the Debtor, who shall deposit the funds into an interest-bearing, debtor-in-possession account subject to the Chapter 11 Operating Guidelines and Reporting Requirements promulgated by the Office of the United States Trustee, under the control of counsel for the Debtor, with the funds on deposit therein not to be disbursed except upon further order of the Court after notice and a hearing.

11. The Debtor requests that the Court approve the sale for the fair, reasonable, and appropriate contract price of \$560,000, and approve the proposed disbursements as proposed.

12. Other grounds to be assigned upon a hearing hereof.

WHEREFORE, PREMISES CONSIDERED, Debtor respectfully prays that upon a hearing hereof, this Honorable Court will grant the Motion authorizing the Debtor and Jennefer to sell the Property free and clear of liens, claims and interests, and to execute such deeds, bills of sale or other commercially reasonable documents to transfer good title, with the sales proceeds disbursed as requested herein. Debtor prays for general relief.

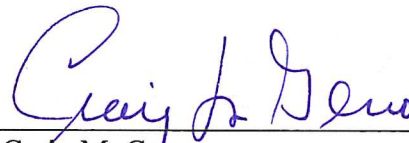
THIS, the 27<sup>th</sup> day of May, 2022.

Respectfully submitted,

JOHN COLEMAN

By His Attorneys,

LAW OFFICES OF CRAIG M. GENO, PLLC

By:   
Craig M. Geno

OF COUNSEL:

Craig M. Geno; MSB No. 4793  
LAW OFFICES OF CRAIG M. GENO, PLLC  
587 Highland Colony Parkway  
Ridgeland, MS 39157  
601-427-0048 - Telephone  
601-427-0050 - Facsimile  
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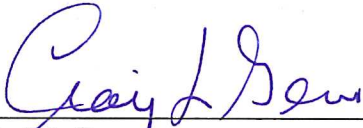
N:\Firm Data\Users\Bankrupt\Coleman, John\Pleadings\Mot to Sell 1107 Robert E. Lee Dr. 5-26-22.wpd

**CERTIFICATE OF SERVICE**

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via Notice of Electronic Filing, a true and correct copy of the above and foregoing to the following:

Abigail M. Marbury, Esq.  
[abigail.m.marbury@usdoj.gov](mailto:abigail.m.marbury@usdoj.gov)

THIS, the 27<sup>th</sup> day of May, 2022.

  
\_\_\_\_\_  
Craig M. Geno

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF MISSISSIPPI**

**IN RE: JOHN COLEMAN  
Debtor**

**CHAPTER 11  
CASE NO. 21-11833-SDM**

**EXHIBIT "A"**



## CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any questions, the party should seek advice from a competent legal professional before signing.

1. **1. PARTIES.** Buyer Christopher Niel McGlawn
2. Seller John Coleman, Jennefer Coleman
3. Buyer agrees to buy and Seller agrees to sell the herein described property on the terms and conditions set forth herein.
4. **2. PROPERTY. Description:** Parts of Lots 12 & 13 which lies S East of Greenwood Corp Limits
5. of Riverbend Addition Pt 2 and Tract F (two parcel#s)
6. 1107 Robert E. Lee Ext, Greenwood, 38930 in Leflore County, MS.
7. (street address, if available) (city) (zip code) (county)
8. The Property is further described as tax parcel # 08034030100470 & 08034000000510
9. together with any of the following presently located therein: all built-in appliances, installed smart home systems and peripheral devices, ceiling fans, all plumbing and heating and air conditioning equipment including any window units, stationary laundry tubs, water heaters, doors, windows, storm doors and windows, window treatments (e.g., shutters, blinds, shades) and associated hardware, awnings, carpet, bathroom fixtures and mirrors, lighting fixtures and their shades, gas logs, fireplace doors and screens, security system components, smoke detectors, garage door openers, antennae and satellite dishes (including rotor equipment but excluding proprietary components), central vacuum systems/attachments, landscaping, fences, permanently installed pet fences and equipment (including collars), gates, outdoor lighting, swimming pools and equipment, mailboxes, water pump(s) and pressure tanks, permanently installed playground equipment, and permanently installed cooking grills, keys to all doors with keyed locks or deadbolts, and all other personal property items permanently attached in any manner unless specifically excluded herein.
10. **3. PURCHASE PRICE.** Buyer agrees to pay a purchase price of \$ 560,000.00 ("Purchase Price")
11. by Federal Reserve wire transfer, Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i), or such form as is approved in writing by Seller.
12. **4. EARNEST MONEY. (SELECT ONE):**
13. ☒ Buyer has tendered the sum of \$ 560,000.00 as Earnest Money to [CHECK ONE] ☐ Selling Broker ☒ Listing Broker who shall be fully responsible for said Earnest Money at all times. Responsible Broker shall hold Earnest Money until a binding Contract is entered into OR until such time as negotiations fail to result in a binding Contract, in which case the Earnest Money shall be promptly returned to Buyer. Upon entry of the parties into a binding Contract, said Broker shall deposit the Earnest Money into a federally insured trust account by the close of business of the next banking day following the Effective Date of the Contract, where it shall be held until the transaction is successfully consummated (at Closing) or termination of the transaction.
14. ☐ Buyer has not tendered Earnest Money. Buyer will tender within twenty-four (24) hours of the Effective Date (as defined in Section 9(D)) of this Contract a sum of \$ \_\_\_\_\_ as Earnest Money to [CHECK ONE] ☐ Selling Broker ☐ Listing Broker. Buyer's failure to tender said sum within twenty-four (24) hours of said Effective Date shall constitute a material breach hereof and terminate the Contract unless Seller agrees in writing to extend the time for Buyer to tender Earnest Money and Buyer thereafter timely tenders said Earnest Money. Failure of Buyer to timely tender Earnest Money by the deadline as extended shall terminate the Contract.
15. ☐ See attached Earnest Money Escrow Agreement/Addendum.
16. Any Earnest Money delivered to a non-broker licensee shall immediately be delivered to the Broker responsible for the Earnest Money deposit. In the event any Earnest Money check is dishonored by the bank on which it is drawn, Broker shall immediately notify all parties involved. Should the transaction be terminated prior to Closing through no breach of Buyer, Broker shall return the Earnest Money to Buyer when Buyer is rightfully entitled to it, allowing a reasonable time for clearance of any Earnest Money check. Should the transaction be terminated prior to Closing by reason of Buyer's default and the Seller be entitled to the Earnest Money by virtue of Section 10 hereof, Broker shall deliver the Earnest Money to Seller. In the event of uncertainty as to the proper disposition of Earnest Money, Broker shall interplead the funds in the appropriate court. In the event of interpleader, Buyer and Seller consent to (i) the filing of same by Broker; (ii) jurisdiction in the county where the property, or any part of it, lies; (iii) entry of an order discharging Broker upon deposit of the funds into court; and (iv) deduction against or reimbursement to Broker from the money interplead of all costs necessitated by the filing of the interpleader action, including reasonable attorney's fees, service of process fees and court costs.
17. **5. CONTINGENCIES.**
18. **(A) Loan.** ☐ Applicable ☒ Not Applicable (Check One):
19. ☐ New Loan (check appropriate boxes): ☐ FHA ☐ VA ☐ CONV ☐ USDA Direct ☐ USDA Guaranteed

49. ☐ Other: \_\_\_\_\_  
50. ☐ To Be Determined \_\_\_\_\_
51. If applicable, Contract is contingent upon Buyer being approved for a new loan sufficient to close, provided that Buyer makes timely  
52. application and good faith efforts to secure loan prior to Closing. Within five (5) business days after the Effective Date of the  
53. Contract, Buyer will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s), diligently  
54. and timely pursue the same in good faith, execute all documents and furnish all information and documents required, and make  
55. timely payment of any costs of obtaining such loan approval. Failure of the Buyer to make timely application for loan and exercise  
56. good faith efforts to facilitate its approval shall entitle the Seller at its option to (A) excuse the failure and proceed with the  
57. transaction on such terms as the parties may agree to in writing in the form of an amendment to the Contract; OR (B) declare the  
58. Contract void and refund to Buyer the earnest money deposit; OR (C) treat the failure as a Breach by Buyer under paragraph 10  
59. hereof. Buyer may apply for a loan with different terms and conditions and also close the transaction with a different type of loan  
60. provided all other terms and conditions of this Agreement are fulfilled and Seller's costs are not increased.
61. **(B) No Waste.** This Contract is conditioned upon delivery of the Property and any and all improvements in their present condition,  
62. reasonable wear and tear excepted. Seller shall preserve the Property in its present general condition, normal wear and tear excepted,  
63. and shall not permit the Property to suffer waste avoidable by the reasonable exercise of due care. Any material change to the  
64. Property shall be disclosed in accordance with the Real Estate Brokers License Law of 1954, as amended, allowing for termination  
65. of the offer as prescribed by law (see Miss. Code Ann., Sec. 89-1-503).
66. **(C) Appraisal.** ☐ Applicable ☒ Not Applicable (Check One):  
67. If applicable, Property must appraise at or above Purchase Price or Buyer shall not be obligated to complete the purchase of the  
68. Property and all Earnest Money shall be refunded to Buyer, except when Buyer has failed to secure a timely appraisal in good faith.  
69. Failure of Buyer to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.
70. **(D) Warranty And Inspections. (Select One):**  
71. ☒ **Sale Without Warranty; No Home Inspection.** Buyer has inspected the Property and finds same to be in satisfactory condition  
72. and DOES NOT wish to secure a home inspection. Buyer accepts the Property in its condition as of the Effective Date of this  
73. Contract, and acknowledges that neither Seller nor Listing Broker nor Selling Broker or salespersons associated with this transaction  
74. have made any warranty, express, implied, or otherwise, as to the Property, except such express warranties as the parties agree to in  
75. writing attached hereto, which shall survive Closing.
76. OR  
77. ☐ **Inspections.** Contract is contingent upon satisfactory inspections conducted by Buyer, at Buyer's expense, for the purpose of  
78. evaluating structural and non-cosmetic elements (roof, plumbing, heating, air conditioning, electrical, appliances, pools, spas,  
79. treatment systems, irrigation systems or other systems) to determine that they are in proper working order. Buyer shall have ten (10)  
80. business days from the Effective Date to conduct inspections using Mississippi licensed and bonded inspectors and/or contractors.  
81. Buyer's inspector(s) shall have the right to enter the Property at reasonable hours with twenty-four (24) hour prior notice. On  
82. designated inspection date(s), Seller shall provide unlimited access to the Property, and shall see that all utilities are on. Should  
83. Seller fail to have utilities on, Seller shall be responsible to Buyer for foreseeable loss or expense resulting from failed inspections.  
84. Within said ten (10) business days and following good faith inspections by Mississippi licensed and bonded inspectors and/or  
85. contractors, Buyer, at Buyer's option, may (a) terminate this Contract and receive a refund of Buyer's earnest money on the basis of  
86. an unsatisfactory inspection as to an identified structural or non-cosmetic element not previously disclosed in a Property Condition  
87. Disclosure statement or other pre-inspection written disclosure; (b) waive this inspection contingency and proceed to Closing; or (c)  
88. submit a list of repairs to Seller accompanied by relevant portions of any inspection report(s) from a Mississippi licensed and bonded  
89. inspector. If Buyer timely submits a list of repairs accompanied by relevant portions of any inspection report(s) from a Mississippi  
90. licensed and bonded inspector, Buyer and Seller shall have \_\_\_\_\_ business days to negotiate and agree in writing how listed  
91. items shall be handled (to become an addendum to this Contract) or this Contract shall terminate and Buyer's earnest money shall be  
92. returned. Should Buyer proceed under option (c) above, the underlying Contract is in full force and effect for the number of  
93. business days set forth in L. 90. Seller's rejection of any repairs requested by Buyer does not terminate the Contract. Buyer and  
94. Seller shall have until the expiration of the time period in L. 90 to negotiate repairs; Buyer reserves the right to exercise options (a)  
95. or (b) above at any time prior to the end of the time period specified in L. 90.
96. OR  
97. ☐ **New Construction; Inspections.** Contract is contingent upon satisfactory inspections conducted by Buyer, at Buyer's expense,  
98. for the purpose of evaluating structural and non-cosmetic elements (roof, plumbing, heating, air conditioning, electrical, appliances,  
99. pools, spas, treatment systems, irrigation systems or other systems) to determine that they are in proper working order. Buyer shall  
100. have ten (10) business days from the date Seller notifies Buyer in writing that certificate of occupancy has been issued and all  
101. metered utilities are turned on to conduct inspections using Mississippi licensed and bonded inspectors and/or contractors. Buyer's  
102. inspector(s) shall have the right to enter the Property at reasonable hours with twenty-four (24) hour prior notice. On designated  
103. inspection date(s), Seller shall provide unlimited access to the Property, and shall see that all metered utilities are on. Should Seller  
104. fail to have metered utilities on, Seller shall be responsible to Buyer for foreseeable loss or expense resulting from failed inspections.  
105. Within said ten (10) business days and following good faith inspections, Buyer, at Buyer's option, may (a) terminate this Contract



106. and receive a refund of Buyer's earnest money on the basis of an unsatisfactory inspection as to an identified structural or  
107. non-cosmetic element not previously disclosed in a Property Condition Disclosure statement or other pre-inspection written  
108. disclosure; (b) waive this inspection contingency and proceed to Closing; or (c) submit a list of repairs to Seller accompanied by  
109. relevant portions of any inspection report(s) from a Mississippi licensed and bonded inspector. If Buyer timely submits a list of  
110. repairs accompanied by relevant portions of any inspection report(s) from a Mississippi licensed and bonded inspector, Buyer and  
111. Seller shall have \_\_\_\_\_ business days to negotiate and agree in writing how listed items shall be handled (to become an  
112. addendum to this Contract) or this Contract shall terminate and Buyer's earnest money shall be returned. Should Buyer proceed  
113. under option (c) above, the underlying Contract is in full force and effect for the number of business days set forth in L. 111. Seller's  
114. rejection of any repairs requested by Buyer does not terminate the Contract. Buyer and Seller shall have until the expiration of the  
115. time period in L. 111 to negotiate repairs; Buyer reserves the right to exercise options (a) or (b) above at any time prior to the end of  
116. the time period specified in L. 111.

117. **(E) Final Walk-Through Inspection.** Irrespective of the election made above, Buyer(s) retain(s) the right to perform a final walk-  
118. through Inspection of the Property prior to Closing to verify the terms of the Contract have been fulfilled, to confirm that any Seller  
119. repairs or Seller's removal of personal property has not damaged the Property, and to confirm that the Property is free of Seller's  
120. personal property. Seller shall provide unlimited access to the Property, and shall see that all utilities are on for final walk-through  
121. and continuing through the time of Closing, except as otherwise agreed in writing.

122. **(F) Wood Destroying Insect Report; Release. (Check One):** ☐ Buyer ☒ Seller shall, at their expense, furnish within thirty  
123. (30) calendar days before Closing approved FHA/VA Wood Destroying Insect Report ("WDIR") from a licensed, bonded termite  
124. company indicating that Property shows no evidence of termite or other wood-destroying insect infestation. If infestation or damage  
125. is discovered, Seller shall amend the Property Condition Disclosure Statement as appropriate and, per 89-1-503 of the Mississippi  
126. Code of 1972, Buyer shall have three (3) calendar days after delivery in person or five (5) calendar days after delivery by deposit in  
127. the mail of any amendment to PCDS to terminate his or her offer by delivery of a written notice of termination to the transferor  
128. (seller) or the transferor's agent (listing broker or salesperson), and have their earnest money refunded. Irrespective of whether a  
129. WDIR is received or not, Buyer and Seller acknowledge that Listing and Selling Broker make no representations concerning wood  
130. destroying insects or the condition of the Property, and any damage found, either before or after Closing or after termination of this  
131. Contract shall not be the responsibility of said Broker(s). **By signing this Contract, Buyer and Seller acknowledge receipt of this**  
132. **notice and agree to hold the brokerage and their agents harmless from all claims for damages arising out of or relating to**  
133. **wood destroying insects or the WDIR.** In the case of a VA loan, the WDIR is deemed a non-allowable expense under VA  
134. regulations and may not be paid by Buyer. Seller(s) agrees to pay at Closing the cost of such report on behalf of Buyer(s) as part of  
135. the Costs of Sale and subject to the cap set forth in Section 6(D) of the Contract.

136. **(G) Pre-Closing Loss.** In the event of damage to the Property or improvements before Closing by virtue of causes beyond the  
137. parties' control, such as fire, flood, war, acts of God or other causes, Seller(s) shall, within three (3) calendar days of a loss or as soon  
138. thereafter as reasonably possible, notify Buyer(s) in writing of said damage, at which time Buyer(s) may, at Buyer's option:

139. (1) cancel this contract and be entitled to the return of earnest money deposits; OR

140. (2) waive any objection and proceed to Closing on the terms set forth in this Contract; OR

141. (3) seek to reach suitable agreement with Seller(s) as to repair(s), extension of the Closing date and/or other adjustments to the  
142. Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement within five (5) calendar days after  
143. election by Buyer(s) to proceed under this option (3) shall automatically and without further notice cancel this Contract and entitle  
144. Buyer(s) to the return of earnest money deposits.

145. **6. CLOSING.**

146. **(A) Deadline to Close.** Closing (evidenced by delivery of deed and payment of Purchase Price) shall take place no later than 11:59  
147. p.m. (CST) on the 6th day of July, 2022 (the "Closing Date") or on such earlier date as agreed to by the

149. **(B) Title And Conveyance.** At Closing, Seller shall execute a(n): ☒ **General Warranty Deed** ☐ **Special Warranty Deed**  
150. ☐ **Assignment of Lease** ☐ **Quitclaim Deed** vesting title to the Property in (write names clearly):

151. \_\_\_\_\_;  
152. Seller shall, prior to or at Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special  
153. assessments, escrow amount of Property Owner's Association or Condominium fees affecting the subject property which are not  
154. specifically assumed by Buyer herein. Title shall be good, marketable and insurable, subject only to the following items recorded in  
155. the Chancery Clerk's Office or said county: easements without encroachments, applicable zoning ordinances, protective covenants  
156. and prior mineral reservations; otherwise Buyer, at its option, may either (A) if defects cannot be cured by designated Closing Date,  
157. cancel this Contract, in which case any earnest money deposit shall be refunded to Buyer; (B) accept title as is and proceed to  
158. Closing; or (C) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit Seller  
159. such reasonable time to perform this curative work at Seller's expense. In the event curative work is performed by Seller, the time  
160. specified herein for Closing shall be extended for a reasonable period necessary for such cure, said period not to exceed thirty (30)  
161. calendar days unless agreed to in writing by the parties.

162. **(C) Proration.** All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees  
163. are to be prorated as of the Closing Date for the year of the sale.





164. **(D) Costs of Sale.** At Closing, Seller agrees to pay up to \$ \_\_\_\_\_ toward total costs of sale not including  
165. Compensation to Brokers, Seller's repair costs (if any), cure of title defects under paragraph 6(B), or prorated items under paragraph  
166. 6(C) (subject to applicable law).
167. **(E) Possession.** Possession shall be delivered to Buyer (**Check One**):  
168. ☐ Upon completion of Closing and full funding  
169. ☒ By separate **Possession Addendum** attached and made a part of this Contract
170. **7. DISCLOSURES.**
171. **(A) Multiple Listing Service ("MLS").** The Selling Broker is a participant of the Greenwood  
172. Multiple Listing Service and the sales information will be provided by the Listing Broker to the MLS to be published and  
173. disseminated to its Participants.
174. **(B) Property Condition Disclosure.** Buyer acknowledges receipt of the Informational Statement for Mississippi Property  
175. Condition Disclosure Statement AND (**Select One**):  
176. ☒ A fully completed Property Condition Disclosure Statement is not required in accordance with Sections 89-1-501 et seq. of the  
177. Mississippi Code of 1972 and a Seller's Statement of Exclusion From Completing the Property Condition Disclosure Statement  
178. (PCDS) has been completed and delivered to Buyer, and Buyer acknowledges receipt thereof.
179. **OR**  
180. ☐ Buyer acknowledges receipt of a Property Condition Disclosure Statement.
181. **OR**  
182. ☐ The Property Condition Disclosure Statement is to be delivered after the Buyer has made an offer. Per 89-1-503 of the  
183. Mississippi Code of 1972, Buyer shall have three (3) days after delivery in person or five (5) days after delivery by deposit in the  
184. mail, to terminate his or her offer by delivery of a written notice of termination to the transferor (seller) or the transferor's agent  
185. (listing broker or salesperson), and have their earnest money refunded.
186. **NOTE:** Per 89-1-503 of the Mississippi Code of 1972, if any disclosure, or any material amendment of any disclosure, required to  
187. be made by Section 89-1-501 through 89-1-523, is delivered after the execution of an offer to purchase, the transferee (buyer) shall  
188. have three (3) days after delivery in person or five (5) days after delivery by deposit in the mail, to terminate his or her offer by  
189. delivery of a written notice of termination to the transferor (seller) or the transferor's agent (listing broker or salesperson).
190. **(C) Equal Housing Opportunity.** In accordance with the federal Fair Housing Act, it is illegal to block bust or to discriminate  
191. against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or  
192. residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage  
193. services.
194. **(D) Lead-Based Paint Disclosure.** Every Buyer of any interest in residential property on which a residential dwelling was built  
195. prior to 1978 is notified that such subject property may present exposure to lead from lead-based paint that may place young children  
196. at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including  
197. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a  
198. particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any  
199. information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any  
200. unknown lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
201. purchase.
202. **(E) Wire Fraud Warning; Release.** Buyers and Sellers of real property are targets in scams regarding electronic transfers of  
203. money (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based  
204. upon electronic communications (such as email) that have not been **verbally confirmed** by you to be valid (from a person you know  
205. and trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your  
206. real estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of  
207. funds without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or  
208. email addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,  
209. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to  
210. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. **By signing this Contract, Buyer and**  
211. **Seller acknowledge receipt of this notice and agree to hold the brokerage and their agents harmless from all claims for**  
212. **damages arising out of or relating to inaccurate transfer instructions, fraudulent taking of such funds, and any and all other**  
213. **damages relating to conduct of third parties influencing or handling implementation of wire transfers.**
214. **(F) Audio & Video; Photography.** Owners, Sellers, Invitees and Buyers of real property using audio and/or video surveillance or  
215. remote monitoring devices or devices capable of photography, videography or videotelephony are solely responsible for compliance  
216. with applicable state, local and federal laws concerning use of such devices including, but not limited to, cameras, phones, security  
217. systems, monitors or other devices capable of making or transmitting audio and/or video recordings and/or photographs. Audio or  
218. video recordings or photographs may be illegal under state, local and/or federal laws, depending on the circumstances. Sellers and



219. Buyers are urged to consult legal counsel concerning applicable laws and take steps to protect against practices violative of rights of  
220. persons owning, inhabiting, utilizing, viewing or visiting the property. **By signing this contract, Buyer and Seller acknowledge**  
221. **receipt of this notice and agree to hold the brokerages and their agents harmless from all claims (excepting only claims under**  
222. **the exclusive jurisdiction of the Mississippi Real Estate Commission under license law or claims under the National**  
223. **Association of REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio**  
224. **surveillance systems or photography, videography or videotelephony.**

225. **8. BROKERS AND SALESPERSONS.**

226. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:

227. Selling Brokerage: <u>DUBARD REALTY LLC</u>	Selling Agent: <u>Ken DuBar</u>
228. Selling Brokerage Address: <u>201A Fulton Street, GREENWOOD, MS 38930</u>	
229. Selling Broker License No.: _____	Selling Agent License No.: _____
230. Business Phone: <u>662.455.5885</u>	Business Phone: <u>662-299-9635662809</u>
231. Email: <u>rkdubard@yahoo.com</u>	Facsimile: _____

232. Listing Brokerage: _____	Listing Agent: _____
233. Listing Brokerage Address: _____	
234. Listing Broker License No.: _____	Listing Agent License No.: _____
235. Business Phone: _____	Business Phone: _____
236. Email: _____	Facsimile: _____

237. (B) **Agency Relationship. (Check One):**

238. ☒ The Listing Firm, the Selling Firm, and their salespersons represent the Seller as their Client. The Buyer is the customer.  
239. ☐ The Listing Firm and its salespersons represent the Seller. The Selling Firm and its salespersons represent the Buyer(s).  
240. ☐ The Listing Firm and its salespersons represent both Seller and the Buyer as dual agents by mutual agreement and all parties  
241. have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.  
242. ☐ The Selling Firm and its salespersons represent the Buyer. The Seller is not represented and is a customer.

243. (C) **Compensation.** The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement  
244. or prior offer of cooperation and compensation. If Broker collects this compensation or any part thereof through legal action, the  
245. defaulting party agrees to pay court costs, including reasonable attorney fees. Compensation due hereunder is deemed earned, due  
246. and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller, though Broker agrees to  
247. accept payment at Closing as an accommodation to the parties.

248. (D) **No Reliance; Release.** Seller and Buyer acknowledge that neither them, nor their agents, have relied upon any statement,  
249. representation or omission made or documentation provided by the Broker, salesperson(s), or their representatives, relating to any  
250. aspect of this transaction, the Property or otherwise including, but not limited to, terms or conditions of sale, tax or legal  
251. considerations, liability, size, square footage or condition of the Property, presence or lack thereof of urea formaldehyde foam  
252. insulation (UFFI), presence or lack thereof of exterior insulation finish systems (EIFS), previous or present flooding, flood zones,  
253. flood insurance, history of title or use, effect of or location within Mississippi State Tidelands or Federal wetlands, presence or  
254. absence of mold or other toxic substances, presence or lack of expansive soils, presence or absence or enforceability of acceleration  
255. clauses or tax or balloon notes, names or recommendations concerning vendors of any sort whatsoever or validity or accuracy of any  
256. reports rendered thereby. **By signing this Contract, Buyer and Seller acknowledge receipt of this disclosure and agree to hold**  
257. **the brokerage and their agents harmless from all claims for damages arising out of or relating to any representations in this**  
258. **section.**

259. (E) **Liability.** Broker's liability to Buyer and Seller in this transaction shall not exceed the amount it has received as compensation.

260. **9. GENERAL.**

261. (A) **Agreement Complete.** This Contract incorporates all prior agreements between the parties, contains the entire and final  
262. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms,  
263. conditions, oral statements, warranties or representations not herein contained.

264. (B) **Read And Understood.** Each party acknowledges and hereby affirms that it has read and understands this Contract.

265. (C) **Assignment.** This Contract shall not be assignable by either party without consent of the other party.

266. (D) **Effective Date.** For purposes of this Contract the Effective Date is the date the last necessary party signs.

267. (E) **Survival Of Contract.** All express representations, warranties and covenants shall survive termination of the Contract or  
268. Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.

269. (F) **Time Is of the Essence; Business Day Defined.** Time is of the essence as to all time periods and deadlines stated in this  
270. Contract, and delay in performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any  
271. other provision in this Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend  
272. any affected deadline by no more than the actual number of days of delay necessitated by such law or regulation. For purposes of  
273. this Contract, "business day" means any day that is not a Saturday, Sunday or legal holiday, commencing at 12:01 a.m. and ending  
274. at 11:59 p.m.



275. **10. BREACH; ATTORNEY FEES & COSTS.** In the event of a default by either party under this Contract, the non-breaching  
276. party shall have the right to receive from Broker the Earnest Money paid under Section 4 of this Contract, to be a credit against any  
277. other damages, in addition to such other remedies as it may have under applicable law including, but not limited to, specific  
278. performance. If it becomes necessary for any party to initiate litigation relating to this Contract, then the non-prevailing party agrees  
279. to pay reasonable attorney fees and court costs in connection therewith to the prevailing party.

280. **11. SPECIAL PROVISIONS. (If None, Write "NONE" Below):**

281. Seller has 2 weeks to give possession after closing.

282. All parties are aware that the courts will have to approve sale.

283. ~~Seller to remove fencing prior to closing~~

284. \_\_\_\_\_

285. \_\_\_\_\_

286. \_\_\_\_\_

287. \_\_\_\_\_

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295. \_\_\_\_\_

296. \_\_\_\_\_

297. **12. EXPIRATION OF OFFER.** This offer expires at 3 o'clock ☐ AM ☒ PM, Central Standard Time (CST) on  
298. May 9, 2022 [date] if not accepted, countered or rejected by Seller by that time.

299. **13. ATTACHMENTS. (Check All That Apply):**

300. <input type="checkbox"/> Dual Agency Confirmation	<input type="checkbox"/> Lead-Based Paint Disclosure
301. <input type="checkbox"/> Pre-Closing Repair/Improvement Addendum	<input type="checkbox"/> Option Agreement
302. <input type="checkbox"/> First Right of Refusal Addendum	<input type="checkbox"/> Back-Up Agreement Contingency
303. <input type="checkbox"/> Pre-Closing Possession Addendum	<input type="checkbox"/> VA/FHA Disclosures (as required)
304. <input type="checkbox"/> Post-Closing Possession Addendum	<input type="checkbox"/> FHA/VA/HUD Addendum
305. <input type="checkbox"/> Other _____	

306. **14. HEADINGS; SINGULAR AND PLURAL SAME:** Headings are inserted for the convenience of the Parties only and are not  
307. to be considered when interpreting this document. Words in the singular mean and include the plural and vice versa. Words in the  
308. masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender and the  
309. feminine gender and vice versa.

310. **15. SIGNATURE BLOCKS.**

311. Signed this 9<sup>th</sup> day of May, 2022, at 11:30 ☒ a.m. ☐ p.m., and a copy hereof received:

312. BUYER Christopher Niel McGlawn BUYER

313. Phone: (662) 299-8482 Phone:



314. The foregoing offer is **accepted** this the 9<sup>th</sup> day of May, 2022, at 1:30 ☐ a.m. ☒ p.m.,  
315. and a **copy** hereof received:  
316. SELLER John Coleman SELLER Jennifer Coleman  
317. Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

318. The Seller has **countered** this offer subject to the terms of the attached Counter Offer No. \_\_\_\_\_ this the \_\_\_\_\_  
319. day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m., and a **copy** hereof received:  
320. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

321. The Seller has received a copy of this offer and **rejected** same and make no counter offer this the \_\_\_\_\_ day of  
322. \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m., and a **copy** of this rejection has been delivered  
323. to Buyer.  
324. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

325. The foregoing offer is **accepted** as a **Back-Up Offer** per the terms of the attached **Back-Up Contract Addendum**, and a copy  
326. hereof (with addendum) received this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m.  
327. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

**NOTE:** Buyer(s) must sign Back-Up Contract Addendum within twenty-four (24) hours of date above or Seller's acceptance of offer is null and void and is deemed rejected.

