

**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 properties that forms the subject matter of this Motion are Lots 40, 41 and 42 located in Indian Table Estates in Carroll County, 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 Lots and Land, 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 Indian Tables, LLC (the "Purchaser"). The purchase price for the Property is \$100,000. 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 normal, 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; then the remaining one-half of the taxes and closing costs will be deducted. 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 \$100,000, and approve the proposed disbursements.

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 deed, bill 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 28 day of August, 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  
[cmgeno@cmgenolaw.com](mailto:cmgeno@cmgenolaw.com)

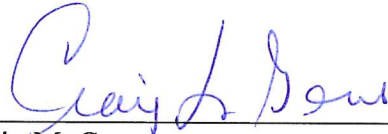
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**CERTIFICATE OF SERVICE**

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 20 day of August, 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 LOTS AND LAND

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 Indian Tables LLC
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:** Lots 40; 41; 42 of Indian Table Estates lying in S23626; S/T/R; 23/29/02
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_ (street address, if available) \_\_\_\_\_ (city) \_\_\_\_\_ (zip code) in Carroll County, MS.
8. The Property is further described as tax parcel # A0040; 41; 42 in the public
9. records of the county within which the property is located, the exact legal description to be determined by survey (if agreed).
10. Property includes all improvements as they now exist on the Property including, but not limited to, improvements, fences, wells, etc.
11. Prior to Closing, Seller may remove on the following (if any, insert description here):
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. **Mineral Rights:** Seller will transfer ☒ ANY ☐ NONE ☐ OTHER \_\_\_\_\_ (%) of mineral rights
16. which it possesses in the real property to the Buyer(s).
17. **3. PURCHASE PRICE.** Buyer agrees to pay a purchase price of \$ 100,000.00 ("Purchase
18. Price") by Federal Reserve wire transfer, Cashier's Check issued by a financial institution as defined in 12 CFR § 229.2(i), or such
19. form as is approved in writing by Seller.
20. **4. EARNEST MONEY. (SELECT ONE):**
21. ☒ Buyer has tendered the sum of \$ 500.00 as Earnest Money to [CHECK ONE] ☐ Selling Broker
22. ☒ Listing Broker who shall be fully responsible for said Earnest Money at all times. Responsible Broker shall hold Earnest
23. Money until a binding Contract is entered into OR until such time as negotiations fail to result in a binding Contract, in which case
24. the Earnest Money shall be promptly returned to Buyer. Upon entry of the parties into a binding Contract, said Broker shall deposit
25. the Earnest Money into a federally insured trust account by the close of business of the next banking day following the Effective
26. Date of the Contract, where it shall be held until the transaction is successfully consummated (at Closing) or termination of the
27. transaction.
28. ☐ Buyer has not tendered Earnest Money. Buyer will tender within twenty-four (24) hours of the Effective Date (as defined in
29. in Section 9(D)) of this Contract a sum of \$ \_\_\_\_\_ as Earnest Money to [CHECK ONE] ☐ Selling Broker
30. ☐ Listing Broker. Buyer's failure to tender said sum within twenty-four (24) hours of said Effective Date shall constitute a material
31. breach hereof and terminate the Contract unless Seller agrees in writing to extend the time for Buyer to tender Earnest Money and
32. Buyer thereafter timely tenders said Earnest Money. Failure of Buyer to timely tender Earnest Money by the deadline as extended
33. shall terminate the Contract.
34. ☐ See attached Earnest Money Escrow Agreement/Addendum.
35. Any Earnest Money delivered to a non-broker licensee shall immediately be delivered to the Broker responsible for the Earnest
36. Money deposit. In the event any Earnest Money check is dishonored by the bank on which it is drawn, Broker shall immediately
37. notify all parties involved. Should the transaction be terminated prior to Closing through no breach of Buyer, Broker shall return the
38. Earnest Money to Buyer when Buyer is rightfully entitled to it, allowing a reasonable time for clearance of any Earnest Money
39. check. Should the transaction be terminated prior to Closing by reason of Buyer's default and the Seller be entitled to the Earnest
40. Money by virtue of Section 10 hereof, Broker shall deliver the Earnest Money to Seller. In the event of uncertainty as to the proper
41. disposition of Earnest Money, Broker shall interplead the funds in the appropriate court. In the event of interpleader, Buyer and
42. 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

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 Copyright ©2021 by Mississippi Association of REALTORS®  
F2 - Contract for the Sale and Purchase of Real Estate - Lots & Land

DUBARD REALTY LLC, 229 WEST MARKET ST. GREENWOOD MS 38930  
Phone: 662.455.5885 Fax: 662.455.5550 RON DUBARD

Rev. Date 06/2021

Indian Tables Lots

43. an order discharging Broker upon deposit of the funds into court; and (iv) deduction against or reimbursement to Broker from the  
44. money interplead of all costs necessitated by the filing of the interpleader action, including reasonable attorney's fees, service of  
45. process fees and court costs.
46. **5. CONTINGENCIES.**
47. (A) **Loan.** ☒ **Applicable** ☐ **Not Applicable (Check One):**
48. If applicable, Contract is contingent upon Buyer(s) being approved for a new loan sufficient to close, provided that Buyer(s) makes  
49. timely application and good faith efforts to secure loan prior to Closing. Within five (5) business days after the Effective Date of  
50. the Contract, Buyer(s) will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s),  
51. diligently and timely pursue the same in good faith, execute all documents and furnish all information and documents required, and  
52. make timely payment of any costs of obtaining such loan approval. Failure of the Buyer(s) to make timely application for loan and  
53. exercise good faith efforts to facilitate its approval shall entitle the Seller(s) at its option to (A) excuse the failure and proceed with  
54. the 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  
55. Contract void and refund to Buyer(s) the earnest money deposit; OR (C) treat the failure as a Breach by Buyer(s) under paragraph 10  
56. hereof.
57. (B) **Appraisal.** ☒ **Applicable** ☐ **Not Applicable (Check One):**
58. If applicable, Property must appraise at or above Purchase Price or Buyer(s) shall not be obligated to complete the purchase of the  
59. Property and all Earnest Money shall be refunded to Buyer(s), except when Buyer(s) have failed to secure a timely appraisal in good  
60. faith. Failure of Buyer(s) to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.
61. (C) **Acceptance in Current Condition.** Buyer(s) has/have inspected the property and find(s) same to be in satisfactory condition  
62. and accepts same in its current condition. Buyer(s) acknowledge(s) that neither Seller(s) nor Listing Broker nor Selling Broker or  
63. salespersons associated with this transaction have made any warranty, express, implied or otherwise, as to the Property, except such  
64. express warranties as the parties agree to in writing attached hereto, which shall survive Closing.
65. (D) **Final Walk-Through Inspection.** Buyer(s) retain the right to perform a final walk-through inspection of the Property prior to  
66. Closing to confirm that there have been no material changes to the Property.
67. (E) **Pre-Closing Loss.** In the event of damage to the Property before Closing by virtue of causes beyond the parties' control, such  
68. as fire, flood, war, acts of God or other causes, Seller(s) shall, within three (3) calendar days of a loss or as soon thereafter as  
69. reasonably possible, notify Buyer(s) in writing of said damage, at which time Buyer(s) may, at Buyer's option:  
70. (1) cancel this contract and be entitled to the return of earnest money deposits; OR  
71. (2) waive any objection and proceed to Closing on the terms set forth in this Contract; OR  
72. (3) seek to reach suitable agreement with Seller(s) as to repair, extension of the Closing date and/or other adjustments to the  
73. Contract as may be agreed upon by the parties. Failure of the parties to reach a suitable agreement within five (5) calendar days after  
74. election by Buyer(s) to proceed under this option (3) shall automatically and without further notice cancel this Contract and entitle  
75. Buyer(s) to the return of earnest money deposits.
76. **6. CLOSING.**
77. (A) **Deadline to Close.** Closing (evidenced by delivery of deed and payment of Purchase Price) shall take place no later than 11:59  
78. p.m. (CST) on the 30th day of September, 2022 (the "Closing Date") or on such earlier date as agreed to by the  
79. parties in writing.
80. (B) **Title And Conveyance.** At Closing, Seller shall execute a(n): ☒ **General Warranty Deed** ☐ **Special Warranty Deed**  
81. ☐ **Assignment of Lease** ☐ **Quitclaim Deed** vesting title to the Property in (write names clearly):  
82. Indian Tables LLC
83. Seller(s) shall, prior to or at Closing, satisfy and pay all outstanding mortgages, deeds of trust, special liens, taxes or special  
84. assessments, escrow amount of Property Owner's Association or Condominium fees affecting the subject property which are not  
85. specifically assumed by Buyer(s) herein. Title shall be good and marketable, subject only to the following items recorded in the  
86. Chancery Clerk's Office of said county: easements without encroachments, applicable zoning ordinances, protective covenants and  
87. prior mineral reservations; otherwise Buyer(s), at its option, may either (A) if defects cannot be cured by designated Closing date,  
88. cancel this Contract, in which case any earnest money deposit shall be refunded to Buyer; (B) accept title as is and proceed to  
89. Closing; or (C) if the defects are of such character that they can be remedied by legal action within a reasonable time, permit  
90. Seller(s) such reasonable time to perform this curative work at Seller(s)' expense. In the event curative work is performed by  
91. Seller(s), the time specified herein for Closing shall be extended for a reasonable period necessary for such cure, said period not  
92. to exceed thirty (30) days unless agreed to in writing by the parties.
93. (C) **Proration.** All taxes, rents, utility and other assessments and appropriate condominium or Property Owner's Association fees are  
94. to be prorated as of the Closing date for the year of the sale. Prorated items are not "Closing Costs" under this Contract.
95. (D) **Costs of Sale.** At Closing, Seller agrees to pay up to \$ \_\_\_\_\_ toward total costs of sale not including

96. Compensation to Brokers, cure of title defects under paragraph 6(B), or prorated items under paragraph 6(C) (subject to applicable law).
97. law.
98. (E) **Possession.** Possession shall be delivered to Buyer(s) (Check One):
99. ☒ Upon completion of Closing and full funding
100. ☐ By separate **Possession Addendum** attached and made a part of this Contract
101. 7. **DISCLOSURES.**
102. (A) **Multiple Listing Service ("MLS").** The Selling Broker is a participant of the \_\_\_\_\_
103. Multiple Listing Service and the sales information will be provided to the MLS to be published and disseminated to its Participants.
104. (B) **Equal Housing Opportunity.** In accordance with the federal Fair Housing Act, it is illegal to block bust or to discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage services.
105. against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or
106. residential lots, in advertising the sale or rental of housing, in the financing of housing or in the providing of real estate brokerage
107. services.
108. (C) **Privacy.** Signature of Buyer(s) on this Contract is authorization by Buyer(s) to the mortgage company processing a loan application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract is authorization to any mortgage company to release any information pertinent to the mortgage secured by the Property to foresaid brokers or salespersons and the closing attorney.
109. application to examine the credit worthiness of Buyer(s). Signature of Seller(s) of this Contract is authorization to any mortgage
110. company to release any information pertinent to the mortgage secured by the Property to foresaid brokers or salespersons and the
111. closing attorney.
112. (D) **Wire Fraud Warning; Release.** Buyers and Sellers of real property are targets in scams regarding electronic transfers of money (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based upon electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know and trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your real estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of funds without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or email addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers, contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, you acknowledge receipt of this notice and agree to hold the brokerages, their agents and the designated title company or closing attorney harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of such funds, and any and all other damages relating to conduct of third parties influencing implementation of wire transfers.
113. (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based upon
114. electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know and
115. trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your real
116. estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of funds
117. without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or email
118. addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,
119. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to
120. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, you
121. acknowledge receipt of this notice and agree to hold the brokerages, their agents and the designated title company or closing
122. attorney harmless from all claims arising out of inaccurate transfer instructions, fraudulent taking of such funds, and any
123. and all other damages relating to conduct of third parties influencing implementation of wire transfers.
124. 8. **BROKERS AND SALESPERSONS.**
125. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:
126. Selling Brokerage: DUBARD REALTY LLC Selling Agent: Betty Dubard
127. Selling Brokerage Address: 201 A Fulton Street, GREENWOOD, MS 38930
128. Selling Broker License No.: B-11002 Selling Agent License No.: B9033
129. Business Phone: 662.455.5885 Business Phone: 662.455.5885
130. Email: betty@dubard.com Facsimile: 662.455.5550
131. Listing Brokerage: DUBARD REALTY LLC Listing Agent: Betty Dubard
132. Listing Brokerage Address: \_\_\_\_\_
133. Listing Broker License No.: \_\_\_\_\_ Listing Agent License No.: \_\_\_\_\_
134. Business Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_
135. Email: \_\_\_\_\_ Facsimile: \_\_\_\_\_
136. (B) **Agency Relationship. (Check One):**
137. ☒ The Listing Firm, the Selling Firm, and their salespersons represent the Seller(s) as their Client. The Buyer(s) is/are the
138. customer.
139. ☐ The Listing Firm and its salespersons represent the Seller(s). The Selling Firm and its salespersons represent the Buyer(s).
140. ☐ The Listing Firm and its salespersons represent both Seller(s) and the Buyer(s) as dual agents by mutual agreement and all parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.
141. parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.
142. ☐ The Selling Firm and its salespersons represent the Buyer(s). The Seller(s) is/are not represented and is/are a customer.
143. (C) **Compensation.** The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement or prior offer of cooperation and compensation. If Broker(s) collect(s) this compensation or any part thereof through legal action, the defaulting party agrees to pay court costs including reasonable attorney fees. Compensation due hereunder is deemed earned,
144. or prior offer of cooperation and compensation. If Broker(s) collect(s) this compensation or any part thereof through legal action, the
145. defaulting party agrees to pay court costs including reasonable attorney fees. Compensation due hereunder is deemed earned,





146. due and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller(s), though Broker  
147. agrees to accept payment at Closing as an accommodation to the parties.  
148. **(D) No Reliance; Release.** Seller(s) and Buyer(s) acknowledge that neither them, nor their agents, have relied upon any statement,  
149. representation or omission made or documentation provided by the Broker(s), salesperson(s), or their representatives, relating to any  
150. aspect of this transaction, the Property or otherwise including, but not limited to, terms or conditions of sale, tax or legal  
151. considerations, liability, size, square footage or condition of the Property, presence or lack thereof of UFFI insulation, presence or  
152. lack thereof of Exterior Insulated Finish Systems (E.I.F.S.), previous or present flooding, flood zones, flood insurance, history of  
153. title or use, effect of or location within Mississippi State Tidelands or Federal wetlands, presence or absence of mold or other toxic  
154. substances, presence or lack of expansive soils, presence or absence or enforceability of acceleration clauses or tax or balloon notes,  
155. names or recommendations concerning vendors of any sort whatsoever or validity or accuracy of any reports rendered thereby. By  
156. signing this Contract, Buyer(s) and Seller(s) acknowledge receipt of this disclosure and agree to hold the brokerages, their  
157. agents and the designated title company or closing attorney harmless from all claims arising out of or pertaining in any way  
158. to any representations in this section.  
159. **(E) Liability.** Broker's liability to Buyer(s) and Seller(s) in this transaction shall not exceed the amount it has received as  
160. Compensation.  
161. **9. GENERAL.**  
162. **(A) Agreement Complete.** This Contract incorporates all prior agreements between the parties, contains the entire and final  
163. agreement of the parties and cannot be changed except by their written mutual consent. Neither party shall be bound by any terms,  
164. conditions, oral statements, warranties or representations not herein contained.  
165. **(B) Read And Understood.** Each party acknowledges and hereby affirms that it has read and understands this Contract.  
166. **(C) Assignment.** This Contract shall not be assignable by either party without consent of the other party.  
167. **(D) Effective Date.** For purposes of this contract the Effective Date is the date the last necessary party signs.  
168. **(E) Survival Of Contract.** All express representations, warranties and covenants shall survive termination of the Contract or  
169. Closing unless specified to the contrary. All other contractual obligations shall terminate at Closing.  
170. **(F) Time Is Of The Essence.** Time is of the essence as to all time periods and deadlines stated in this Contract, and delay in  
171. performance is not excused unless expressly excused in writing signed by all parties. The foregoing or any other provision in this  
172. Contract notwithstanding, any unavoidable delay necessitated by applicable law or regulations shall extend any affected deadline by  
173. no more than the actual number of days of delay necessitated by such law or regulation.  
174. **10. BREACH.** In the event of a default by either party under this Contract, the non-breaching party shall have the right to receive  
175. from Escrow Agent the Earnest Money paid under Section 4 of this Contract, to be a credit against any other damages, in addition to  
176. such other remedies as it may have under applicable law including, but not limited to, specific performance.  
177. **11. SPECIAL PROVISIONS.** (If None, Write "NONE" Below):  
178. Contingent upon Indian Tables Assn not exercising their option to purchase said lots per  
179. 8.33, pages 14/15 of said Declaration of covenants, conditions and restrictions. Said  
180. refusal of purchase will be recorded of public records.  
181. \_\_\_\_\_  
182. Contingent upon court approval of sale  
183. \_\_\_\_\_  
184. \_\_\_\_\_  
185. \_\_\_\_\_  
186. \_\_\_\_\_  
187. \_\_\_\_\_  
188. \_\_\_\_\_



189. 12. **EXPIRATION OF OFFER.** This offer expires at 1:00 ☐ a.m. ☒ p.m., Central Standard Time (CST) on  
190. July 26, 2022 [date] if not accepted, countered or rejected by Seller(s) by that time.

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

192. <input type="checkbox"/> Dual Agency Confirmation	<input type="checkbox"/> Option Agreement
193. <input type="checkbox"/> Pre-Closing Repair/Improvement Addendum	<input type="checkbox"/> Back Up Contract Contingency
194. <input type="checkbox"/> First Right of Refusal Addendum	<input type="checkbox"/> FHA/VA/HUD Addendum
195. <input type="checkbox"/> Pre-Closing Possession Addendum	<input type="checkbox"/> Other _____
196. <input type="checkbox"/> Post-Closing Possession Addendum	

197. 14. **SIGNATURE BLOCKS.**

198. Signed this the 26 day of July, 2022, at 11 ☐ a.m. ☐ p.m., and a copy hereof

199. BUYER Indian Tables LLC BUYER \_\_\_\_\_

200. Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

201. The foregoing offer is **accepted** this the 26 day of July, 2022, at 2:29 ☐ a.m. ☒ p.m.,

202. and a copy hereof received:

203. SELLER John Coleman SELLER Jennifer Coleman

204. Phone: 662-392-3409 Phone: 631-241-5322

205. The Sellers have **countered** this offer subject to the terms of the attached Counter Offer No. \_\_\_\_\_ this the \_\_\_\_\_

206. day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m., and a copy hereof received:

207. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

208. The Sellers have received a copy of this offer and **rejected** same and make no counter offer this the \_\_\_\_\_ day of \_\_\_\_\_

209. \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m., and a copy of this rejection has been delivered

210. to Buyer(s).

211. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

212. The foregoing offer is **accepted** as a **Back-Up Offer** per the terms of the attached **Back-Up Contract Addendum**, and a copy

213. hereof (with addendum) received this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m.

214. 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.

