

MEMORANDUM OF SALE OF REAL PROPERTY BY TRUSTEE

Dated: December ____, 2024

I, _____ (the “Buyer”) hereby acknowledge that I have this day purchased at a Public Auction from Olga L. Gordon, Chapter 7 Trustee for the bankruptcy estate of Patrick Michael Okeefe, Case No. 24-10132 (the “Trustee”), for the sum of _____ (\$ _____), that certain real property known and numbered as 10 Henry Cotton Road, Conway, New Hampshire (the “Property”) identified and described in the Chapter 7 Trustee’s Notice of Intended Sale of Certain Asset by Public Auction, and in accordance with the Order Granting Chapter 7 Trustee’s Motion For Authority To Sell Certain Asset By Way of Public Auction Free and Clear of All Liens, Claims and Encumbrances, dated October 30, 2024. The sale of the Property is subject to the Lease terminating on March 31, 2025. I agree to comply with the terms of the sale contained in said Trustee’s Notice of Intended Sale of Certain Asset By Public Auction and the additional terms and conditions as stated by the Auctioneer and/or Trustee at the auction, having paid into the hands of the Trustee or Auctioneer the sum of _____ Dollars and 00 Cents (\$ _____) as the deposit required by the terms of the sale. I understand that I shall forfeit said sum to the use of the Trustee, should I fail to comply with the balance of the terms of the sale.

The balance of the purchase price is to be paid in certified check or bank check on or before December 31, 2024.

The Property shall be conveyed by the Trustee’s deed, subject to all matters stated in the Chapter 7 Trustee’s Notice of Intended Sale of Certain Asset by Public Auction and the Chapter 7 Trustee’s Motion For Authority To Sell Certain Asset By Way Of Public Auction.

I understand that I will be responsible for the payment of all documentary recording stamps and other recording fees.

I hereby release the Trustee and her successors and assigns of and from all liability concerning the Property and hereby covenant to indemnify and hold harmless the Trustee and successors and assigns of and from all liability, at statutes and common law, from the date of the closing forward.

The Property was sold “AS IS” and in the condition in which it now stands, and the Property was sold without any representation or warranty, express or implied, including representations or warranties as to its condition, fitness for habitation, conformity to any applicable state or local zoning, building, health and sanitary codes, or compliance with any federal, state or local environmental statutes, regulations, ordinances or by-laws.

The Buyer shall be responsible for all risk of loss to the Property from and after the date of closing.

I hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth and further acknowledge receipt of a copy of these terms and conditions, a copy of this document and the Chapter 7 Trustee's Notice of Intended Sale of Certain Asset by Public Auction.

I have read the above and agreed to be bound by it and by the other terms of the sale.

PURCHASER

Name:

Address:

Telephone No.:

The above sale is confirmed.

Olga L. Gordon, Chapter 7 Trustee