

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Last Date on Calendar: NONE
Return Date: August 30, 2006
Time: 10:00 A.M.

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In re:

ANNIE GOODING,

Chapter 7

Debtor.
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Case No. 05-16653 (ALG)

**NOTICE OF MOTION FOR ORDER AUTHORIZING PROPOSED SALE
AND TERMS OF SALE**

**TO ALL CREDITORS AND OTHER PARTIES
IN INTEREST OF THE ABOVE DEBTOR:**

NOTICE OF HEREBY GIVEN, that the above Debtor filed a petition for relief under Chapter 7 of the Bankruptcy Code. The case has been assigned to the Honorable Allan L. Gropper, United States Bankruptcy Judge for the Southern District of New York.

PLEASE TAKE NOTICE, that upon the Trustee's Motion ("Motion") of ROBERT L. GELTZER, Chapter 7 Trustee ("Trustee"), dated August 2, 2006 and the annexed proposed Contract of Sale, the Trustee will move before the Honorable Allan L. Gropper, United States Bankruptcy Judge, at the United States Bankruptcy Court, Room 617, One Bowling Green, New York, New York 10004, on August 30, 2006 at 10:00 a.m., or as soon thereafter as the Motion may be heard, for an Order pursuant to Section 363(b) and 363(f) of Title 11, United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Code"), approving the sale of the Property real and personal property owned by the Debtor, Annie Gooding, located at Townhouse 63, Building 12, Blueberry Hill 2 Condominium, recorded in official Record Book 5802, page 727, of the Public Records of Broward County, Florida, a/k/a 5834 Blueberry Court, #63, Lauderhill, Florida 33313, (hereinafter and in Motion referred to as the "Property") free and clear of all claims, liens, encumbrances and interests with any liens to attach to the proceeds of

the sale in their order of priority and to the extent valid, after deduction of any § 506(c) expenses, including Broker's commission, Trustee's commissions, and reasonable attorney's fees.

PLEASE TAKE FURTHER NOTICE, that the Property being offered for sale may be inspected prior to the sale by making a special appointment with the broker, during normal business hours, at (718) 222-0100.

PLEASE TAKE FURTHER NOTICE, that the Trustee may refuse any bid and withdraw the Property from sale.

PLEASE TAKE FURTHER NOTICE, that the Property will be sold "as is, where is", with no representations, warranties, guarantees, or covenants of any kind.

PLEASE TAKE FURTHER NOTICE, that with respect to the Property, the Trustee has entered into a contract of sale (the "Contract") with Wendy Louis for a purchase price of \$140,000.00. A copy of said Contract (as well as the Notice of Motion, the proposed Order, and Motion, and the manner of its service) is now on file with the Office of the Clerk of the United States Bankruptcy Court, Southern District of New York, located at One Bowling Green, New York, New York, and may be inspected there during normal business hours. The Contract is subject to higher and/or better offers.

PLEASE TAKE FURTHER NOTICE, that requests for additional information about the Property can be obtained by contacting either Robert Money Penny or Marc Yaverbaum of G.E.M. Auction Corp., 499 Van Brunt Street, Suite 4B Brooklyn, New York 11220, Telephone number (718) 222-0100.

PLEASE TAKE FURTHER NOTICE, that any person desiring to make a higher or better offer may do so by bidding at the sale. No offer will be considered higher or better for the Property unless it is equal to or greater than \$150,000.00, and shall be governed by the Contract.

PLEASE TAKE FURTHER NOTICE, that any sale of the Property is conditioned upon the acceptance of the highest or best offer by the Trustee. The closing date for the sale of the Property shall be not less than ten (10) business days or more than thirty (30) business days following the later of (i) the approval of the sale by the Court; or (ii) a date agreed to by the purchaser and the Trustee. If an intended purchaser fails to timely complete the sale in accordance with these terms, and the terms of a contract entered into by the purchaser and the Trustee, the Trustee shall retain, as liquidated damages (and not as a penalty) for all loss, damage and expense suffered by the Trustee, all payments made by such intended purchaser to Trustee.

PLEASE TAKE FURTHER NOTICE, that the intended purchaser who has made the highest or best offer for the Property, and whose offer is accepted by the Trustee, must: (i) on the date of the sale, make a non-refundable deposit with the Trustee, in cash or by certified check, of ten percent (10%) (unless changed by the Trustee) of the total purchase price; and (ii) pay, by certified or official bank check, the remaining amount due on the purchase price to the Trustee upon closing.

PLEASE TAKE FURTHER NOTICE, that any interested parties are afforded the opportunity to object to the above motion. A hearing shall be held before the Honorable Allan L. Gropper, United States Bankruptcy Judge, at the United States Bankruptcy Court, One Bowling Green, New York, New York 10004 in Room 617 on the 30th day of August, 2006 at 10:00 a.m. or as soon thereafter as counsel can be heard for the entry of an order related to the motion.

PLEASE TAKE FURTHER NOTICE, that objections, if any, to the Motion shall (i) be in writing, (ii) set forth the factual and legal basis for the objection, (iii) identify the party raising the objection, (iv) comply with the Federal Rules of Bankruptcy Procedure, (v) be filed with this Court (with one (1) copy to Chambers), (vi) be served upon the Law Offices of Robert L. Geltzer, counsel to the Trustee, 1556 Third Avenue, Suite 505, New York, New York 10128 (Attention: Robert L. Geltzer, Esq.) and the

United States Trustee, S.D.N.Y. 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attention: Lisa L. Lambert, Esq.) so as to be filed and received no later than three (3) business days prior to the Hearing.

PLEASE TAKE FURTHER NOTICE, that the Trustee's Motion, the Contract of Sale, and the proposed Order, served on all creditors and other interested parties on August 3, 2006, are on file with the undersigned Trustee and the Court, and may be examined by anyone desiring to do so during normal business hours. The Contract of Sale provides for bidding procedures for higher or better offers, and the Motion recites the reasons why the sale should be accepted.

PLEASE TAKE FURTHER NOTICE, that unless a party in interest files a written objection as set forth above, this intended sale will take place.

PLEASE TAKE FURTHER NOTICE, that the hearing may be adjourned, from time to time, by announcement in open Court without any further or other notice thereof.

Dated: New York, New York
 August 2, 2006

The Law Offices of
ROBERT L. GELTZER
Counsel to the Trustee

By: /s/ Robert L. Geltzer
Robert L. Geltzer (RG 4656)
1556 Third Avenue, Suite 505
New York, New York 10128
(212) 410-0100

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: August 30, 2006
Time: 10:00 a.m.

In re:

ANNIE GOODING,

**Chapter 7
Case No. 05-16653 (ALG)**

Debtor.

**MOTION FOR ENTRY OF AN ORDER PURSUANT TO SECTION 363(b)(1) and (f) OF
THE UNITED STATES BANKRUPTCY CODE (THE "BANKRUPTCY CODE") and
FEDERAL RULES OF BANKRUPTCY PROCEDURE 2002, 6004, and 9006
APPROVING THE SALE OF ESTATE PROPERTY TO WENDEY LOUIS
AND (B) AUTHORIZING PAYMENT OF CLOSING COSTS**

**TO THE HONORABLE ALLAN L. GROPPER,
UNITED STATES BANKRUPTCY JUDGE:**

Robert L. Geltzer, the Trustee (the "Trustee") of Annie Gooding (the "Debtor"), by his counsel, the Law Offices of Robert L. Geltzer, does hereby move this Court for the entry of an order: (A) approving the sale of estate property to Wendy Louis (the "Purchaser"), and (B) authorizing payment of closing costs. In support of this motion (the "Motion"), the Trustee represents and alleges as follows:

JURISDICTION AND VENUE

1. By virtue of 28 U.S.C. §§ 157(a), and 1334 and the Order dated July 10, 1984 of District Court Judge Robert J. Ward of the United States District Court for the Southern District of New York, this proceeding is automatically referred to the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").
2. This proceeding constitutes a core proceeding pursuant to 28 U.S.C. § 157(b).
3. Venue of this proceeding is proper pursuant to 28 U.S.C. § 1409.

BACKGROUND

4. On August 18, 2005, the Debtor commenced this case by filing a voluntary petition under Chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York.

5. Pursuant to the United States Trustee's Notice of Appointment of Interim Trustee, on or about August 19, 2005, Robert L. Geltzer was appointed Trustee for the estate of the Debtor and is now qualified and acting as such Trustee.

11. The primary asset of the estate is a Condominium Apartment, Townhouse 63, Building 12, Blueberry Hill 2 Condominium, recorded in official Record Book 5802, page 727, of the Public Records of Broward County, Florida (the "Property").

13. On November 22, 2005, the Trustee obtained an order from this Court authorizing GEM Auction as real estate broker to the Trustee ("GEM"), which proceeded to market the Property, resulting in the extant offer for which the Trustee seeks this Court's approval.

14. On May 11, 2006, the Trustee obtained an order from this Court authorizing Murray, Simmons & Ziegler, as special real estate counsel to the Trustee ("Murray").

15. The offer, subject to higher or better one(s), is to sell the Property to the Purchaser for \$140,000.00, \$14,000.00 of which is being held by Town & Country Title and is embodied in the annexed Contract of Sale (the "Contract") annexed as Exhibit "A."

RELIEF REQUESTED

16. First, the Motion seeks an order to authorize the Trustee to sell the Property to the Purchaser pursuant to the Contract, subject to higher or better offers, free and clear of all liens, claims and encumbrances, with any such liens, claims and encumbrances to attach to the net proceeds of sale, pursuant to 11 U.S.C. § 363(b) and (f), to the extent valid and in their order of priority.

17. Section 363(b) (1) provides that: "The Trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." The transaction contemplated under the Contract is a sale outside of the ordinary course of business.

18. Pursuant to § 363(f): "The trustee may sell property under subsection (b) or (c) of this section free and clear of any interest in such property of an entity other than the estate, only if –

- (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or
- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest."

19. Upon information and belief, there is no outstanding mortgage on the Property.

20. The Trustee also submits that the sale of the Property in accordance with the terms of the Contract is in the best interests of the estate and its creditors, and within the Trustee's reasonable business judgment. Accordingly, the Trustee hereby requests approval of this Motion in all respects pursuant to §§ 363(b) and (f) and 704(1) of the Bankruptcy Code. Section 704(1) requires the Trustee to collect and reduce to money the property of the estate. The Property constitutes property of the estate pursuant to § 541(a)(1) of the Bankruptcy Code. Accordingly, the Trustee must sell the Property.

21. In the instant case, in light of the history and background of these negotiations, the nature of the intended Purchaser, and the comments of the Court, the Trustee submits that, based upon his business judgment, the proposed sale merits judicial approval. The Trustee believes that the purchase price is fair and reasonable consideration for the sale of the Property.

22. For all of the foregoing reasons, the Trustee submits that the sale of the Property pursuant to the Contract should be approved.

23. The Motion also seeks approval of the form of the Contract between the Trustee and the Purchaser. As previously indicated, the Contract was the product of a diligent marketing effort, and intensive and extensive negotiations between the parties.

24. It is important that the Court approve the form of the Contract between the Trustee, and the Purchaser because any competing bidder must accept the same terms as set forth in the Contract. If the exact terms are not acceptable to a prospective bidder, then it will be difficult, if not impossible, to compare meaningfully

highest or best offer.

25. For the above stated reason, along with others concerning other aspects of the Contract, the Trustee requests that this Court approve the form of the Contract between the Trustee and the Purchaser

26. Federal Rule of the Bankruptcy Procedure 6004(a) provides that notice of a proposed sale of property, other than in the ordinary course of business, shall be given to all creditors and parties-in-interest pursuant to Federal Rule of Bankruptcy Procedure 2002 (a) (2) (c) and (i).

27. Federal Rule of Bankruptcy Procedure 2002(a)(2) provides that not fewer than twenty days notice by mail shall be given of a proposed sale of property other than in the ordinary course of business under Bankruptcy Rule 2002(c), the notice of the proposed sale must include, inter alia, the terms and conditions of any private sale and the time fixed for filing objections. A general description of the property sold is also required.

28. The Trustee has served this Notice of Motion, Motion, Proposed Order and the annexed Contract, by first-class mail upon: (1) the Debtor and her counsel; (2) the Office of the United States Trustee; (3) every entity that filed a Notice of Appearance in these proceedings; (4) all creditors and any other party in interest in these proceedings, including, but not limited to any entity from whom the Trustee has received written correspondence relating to the sale; and (5) the Purchaser under the Contract and her counsel.

29. The Trustee submits that the issues presented by this Motion are not novel and, therefore, requests a waiver of any requirement for the filing of a memorandum of law pursuant to any Local Bankruptcy Rule.

30. The Trustee also seeks inclusion in the proposed Order of a provision to pay, at closing, the ordinary and customary costs, disbursements and expenses attendant to conveying title.

31. No prior motion seeking the relief requested herein has been made by the Trustee to this or any other Court.

WHEREFORE, the Trustee respectfully requests that this Court enter the prefixed order and grant such other and further relief as may seem just and proper.

Dated: New York, New York
 August 2, 2006

Respectfully submitted
The Law Offices of
ROBERT L. GELTZER
Counsel for Trustee

By: /s/ Robert L. Geltzer
Robert L. Geltzer (RG 4656)
1556 Third Avenue
New York, New York 10128
(212) 410-0100

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

ANNIE GOODING,

Debtor.

Chapter 7

Case No. 05-16653 (ALG)

**ORDER PURSUANT TO SECTION 363(b)(1) and (f) OF THE UNITED STATES
BANKRUPTCY CODE (THE "BANKRUPTCY CODE") and FEDERAL
RULES OF BANKRUPTCY PROCEDURE 2002, 6004 and 9006
AUTHORIZING SALE TO WENDEY LOUIS**

Upon the motion (the "Motion") of Robert L. Geltzer, the Trustee (the "Trustee"), dated August 2, 2006, by his counsel, the Law Offices of Robert L. Geltzer, and upon the Contract of Sale annexed to the Motion as Exhibit "A," for the entry of an Order (A) approving the sale of a Townhouse 63, Building 12, Blueberry Hill 2 Condominium, recorded in official Record Book 5802, page 727, of the Public Records of Broward County, Florida, to Wendy Louis (the "Purchaser"); and (B) authorizing payment of closing costs; and there being no opposition thereto; and sufficient cause appearing for the relief requested, it is:

ORDERED, that the Trustee is authorized to sell the estate's interest in the Property to the Purchaser for the amount stated in the Contract which sale (the "Sale") shall be free and clear of all claims, liens, encumbrances and interests with any liens to attach to the proceeds of the Sale. The Trustee is further authorized and directed to execute, acknowledge and deliver such documents and take such actions as may be necessary to consummate the Sale, and may take such other action as may be reasonably requested by the Purchaser for the purposes of assigning, transferring, granting, conveying and conferring to the Purchaser the Property, and to execute such non-material amendments to the Contract and documents related thereto as may be required to effectuate the letter and intent thereof; and it is further

ORDERED, that the Purchaser and the Trustee shall close the Sale within thirty (30) days of the date of this Order; and it is further

ORDERED, that the sale and the form of the Contract of Sale of the Townhouse 63, Building 12, Blueberry Hill 2 Condominium, recorded in official Record Book 5802, page 727, of the Public Records of Broward County, Florida, between the Trustee and Wendy Louis be, and hereby is, approved; and it is further

ORDERED, that the service of this Notice of Motion, Motion, Proposed Order and the Contract upon: (1) the Debtor and her counsel; (2) the Office of the United States Trustee; (3) every entity that filed a Notice of Appearance in these proceedings; (4) all creditors and any other party in interest in these proceedings, including, but not limited to any entity from whom the Trustee has received written correspondence relating to the sale; and (5) the proposed Purchaser under the Contract, and their counsel is deemed good and sufficient service; and it is further

ORDERED, that the Trustee be, and he hereby is, authorized and directed to pay all customary costs, disbursements and expenses necessary to convey title to the Property including payment of same by the Purchaser or other successful purchaser(s) at closing as a credit against the purchase price; and it is further

ORDERED, that any requirement for filing a memorandum of law pursuant to any applicable Local Bankruptcy Rule be, and hereby is, waived.

Dated: New York, New York
 _____, 2006

ALLAN L. GROPPER
UNITED STATES BANKRUPTCY JUDGE