

Assessor's Parcel Number 1219-03-001-058
and 1219-03-001-059
Recording Requested By:

Name: Anabelle G. Savage

Address: 245 Vine Street, #A

City/State/Zip Reno, NV 89503

R.P.T.T.: _____

#2288432-MO

order

(Title of Document)

DOC # **0687402**
10/26/2006 03:27 PM Deputy: GB
OFFICIAL RECORD
Requested By:
FIRST AMERICAN TITLE COMPANY

Douglas County - NV
Werner Christen - Recorder
Page: 1 of 11 Fee: 24.00
BK-1006 PG-10028 RPTT: 0.00



This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording



Entered on Docket
October 18, 2006

Hon. Gregg W. Zive
United States Bankruptcy Judge

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DANIEL S. CORDER, ESQ.
DANIEL S. CORDER, LTD.
147 East Liberty Street, Suite 3
Reno, Nevada 89501
Telephone No. (775) 324-0338
Fax No. (775) 324-2683
Email: idontlikemondays@msn.com
Nevada State Bar No. 2215

Attorneys for Trustee
ANABELLE G. SAVAGE

SEAL

I certify that this is a true copy

Attest:
Deputy Clerk, Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

IN RE:
CHARLOTTE E. MORELLI,
Debtor.

CHAPTER 7
CASE NO. BK-N-06-50272-GWZ

**ORDER GRANTING
TRUSTEE'S MOTION FOR APPROVAL OF:**
**1. SALE OF PROPERTY OF THE ESTATE
FREE AND CLEAR OF INTERESTS;**
**2. EMPLOYMENT OF BROKER
NUNC PRO TUNC; AND**
**3. DISTRIBUTION OF PROCEEDS IN
PAYMENT OF EXEMPTIONS,
COSTS OF SALE, INCLUDING
REAL ESTATE COMMISSIONS,
AND SECURED CLAIMS
(FOOTHILL PROPERTY)**

Hearing Date: October 11, 2006
Hearing Time: 10:30 o'clock a.m.

ANABELLE G. SAVAGE, the duly appointed, qualified and acting Trustee of the estate of



BK- 1006
PG- 10029

1 the Debtor above named, having filed her Motion for Approval of: 1) Sale of Property of the Estate
2 Free and Clear of Interests; 2) Employment of Broker Nunc Pro Tunc; and 3) Distribution of
3 Proceeds in Payment of Exemptions, Costs of Sale, Including Real Estate Commissions, and Secured
4 Claims (Foothill Property) on the 15th day of September, 2006, service of the Motion and notice of
5 hearing thereon having been made and given in the manner prescribed by law, the Verified Statement
6 by Real Estate Broker having been filed on the 21st day of September, 2006, the Stone Family Trust
7 having filed its Qualified Opposition to Trustee's Motion for Approval of: 1) Sale of Property of the
8 Estate Free and Clear of Interests; 2) Employment of Broker Nunc Pro Tunc; and 3) Distribution of
9 Proceeds in Payment of Exemptions, Costs of Sale, Including Real Estate Commissions, and Secured
10 Claims (Foothill Property) on the 25th day of September, 2006, the Limited Opposition of Paul
11 Morelli and Enrico Morelli to Trustee's Motion for Approval of Distribution of Proceeds (Foothill
12 Property) having been filed on the 3rd day of October, 2006, the Trustee having filed her Supplement
13 to Motion for Approval of: 1) Sale of Property of the Estate Free and Clear of Interests; 2)
14 Employment of Broker Nunc Pro Tunc; and 3) Distribution of Proceeds in Payment of Exemptions,
15 Costs of Sale, Including Real Estate Commissions, and Secured Claims (Foothill Property) on the
16 5th day of October, 2006, the Trustee having filed her Reply to Limited Opposition of Paul Morelli
17 and Enrico Morelli to Trustee's Motion for Approval of Distribution of Proceeds (Foothill Property)
18 on the 6th day of October, 2006, the Affidavit of Enrico Morelli in Opposition to Debtor's Affidavit,
19 Received August 17, 2006, having been filed on the 6th day of October, 2006, the Errata to [Second]
20 Affidavit of Enrico Morelli Filed on 10/6/06 having been filed on the 10th day of October, 2006, the
21 Court having reviewed the minutes of the other hearings and other pleadings, papers and records as
22 noted on the record, the Motion having come on for hearing on the 11th day of October, 2006, the
23 Document Under Seal by Order of the U.S. Bankruptcy Court having been submitted for in camera
24 inspection by the Court at the hearing, the appearances having been made and the parties having been
25 heard as noted on the record, the Court having considered all of the facts and law relative to the
26 matter, and having expressly found and concluded that the Trustee has the capacity to sell the



1 property described both in the Motion, and the Supplement thereto, on behalf of the Becaris Trust
2 Dated September 29, 2004, Charlotte E. Morelli, and the estate of the Debtor above named, being
3 fully advised in the premises, and for good cause appearing, it is hereby

4 ORDERED that the Trustee's Motion for Approval of: 1) Sale of Property of the Estate Free
5 and Clear of Interests; 2) Employment of Broker Nunc Pro Tunc; and 3) Distribution of Proceeds
6 in Payment of Exemptions, Costs of Sale, Including Real Estate Commissions, and Secured Claims
7 (Foothill Property) shall be, and hereby is, granted upon the terms and conditions provided herein,
8 and it is hereby

9 FURTHER ORDERED that the Trustee's sale of all that certain real property situate
10 in the County of Douglas, State of Nevada, and commonly known as 1351 and 1361 Old Foothill
11 Road South, Gardnerville, Nevada, and more particularly described in Schedule "A" affixed hereto
12 as Exhibit "A" and made a part hereof (hereinafter referred to as the "Foothill Property"), the
13 Manufactured Home described in the Manufactured Home Title Information affixed hereto as
14 Exhibit "B" and made a part hereof and the related personal property described in Exhibit "C" and
15 made a part hereof, to the FLINTLOCK 2000 TRUST (GREG WALSH, Trustee; RUTH PAGE,
16 Trustee), or ITS NOMINEE UPON THE DATE OF CLOSING, for the sum of ONE MILLION,
17 NINE HUNDRED AND SEVENTY-FIVE THOUSAND DOLLARS (1,975,000.00), cash, upon the
18 terms and conditions of the Standard Residential Purchase Agreement, Counter Offer, and Buyer's
19 Counter Offer No. 1 affixed to the Motion as Exhibits "B", "C", and "D", respectively, and made
20 a part hereof (hereinafter collectively referred to as the "Agreement"), shall be, and hereby is,
21 authorized and approved, and it is hereby

22 FURTHER ORDERED that the Trustee shall be, and hereby is, authorized to take any and
23 all steps, and make, execute, acknowledge and deliver any and all further documents, instruments
24 and assurances, on behalf of the Becaris Trust Dated September 29, 2004, Charlotte E. Morelli, and
25 the estate of the Debtor above named, that First American Title Company, or any successor thereto
26 under the Agreement, may reasonably require for the purposes of giving full force and effect to the



1 authorized and approved as provided hereinabove, and it is hereby

2 FURTHER ORDERED that the sale authorized and approved as provided hereinabove shall
3 be, and hereby is, adjudged and decreed to be free and clear of any interest under either a Declaration
4 of Homestead executed by Charlotte E. Morelli, a Deed of Trust in favor of JOHN G. STONE AS
5 TRUSTEE AND ANNA M. STONE, AS TRUSTEE, OF THE STONE FAMILY TRUST 1982,
6 DATED JULY 23, 1982 (hereinafter referred to as "STONE"), or a Deed of Trust in favor of D.
7 GERALD BING, JR., TRUSTEE OF THE D. GERALD BING, JR. TRUST, DATED JANUARY
8 17, 2000 (hereinafter referred to as "BING"), and it is hereby

9 FURTHER ORDERED that the Trustee's employment of REALTY EXECUTIVES as real
10 estate broker solely for the limited purposes of the sale authorized and approved as provided
11 hereinabove, shall be, and hereby is, authorized and approved, nunc pro tunc, and it is hereby

12 FURTHER ORDERED that payment by First American Title Company, or any successor
13 thereto under the Agreement, on behalf of the Trustee, from the proceeds of the sale authorized and
14 approved as provided hereinabove: A) to CHARLOTTE E. MORELLI, the Debtor above named,
15 in care of her counsel, Michael Lehnars, Esq., of the sum of \$125,000.00 on account of such claim
16 of exemption as may be made and allowed for her equity in the Foothill Property and \$3,000.00 on
17 account such claim of exemption as may be made and allowed for any personal property listed in
18 Addendum No. 1 to the Standard Residential Purchase Agreement, Exhibit "B" to the Motion as
19 aforesaid, subject to determination of the issues presented by any objection to any such claim of
20 exemption, and pursuant to the Stipulation between the Debtor and Paul Morelli and Enrico Morelli
21 and submitted to the Court, concerning Debtor's right to equity in her homestead and related personal
22 property but still subject to later claims by Paul Morelli and Enrico Morelli; B) of the normal
23 prorations and costs of sale in accordance with the Agreement, including delinquent and current real
24 property taxes and real estate commissions of two and one-half percent (2-1/2%) of such sale price
25 to REALTY EXECUTIVES and two and one-half percent (2-1/2%) of such sale price to GILLMOR
26 COONS REAL ESTATE GROUP; C) of the indebtedness under the Deed of Trust in favor of



1 STONE described hereinabove, as provided in a properly executed demand, subject to a full
2 reservation of rights; and D) of the indebtedness under the Deed of Trust in favor of BING described
3 hereinabove, as provided in a properly executed demand, subject to a full reservation of rights, shall
4 be, and hereby is, authorized and approved, and it is hereby

5 FURTHER ORDERED that payment by First American Title Company, or any successor
6 thereto under the Agreement, of the balance of the proceeds remaining following the payments
7 authorized and approved as provided hereinabove, to the Trustee for use and disposition in
8 accordance with the provisions of Title 11, United States Code, shall be, and hereby is, authorized
9 and approved, and it is hereby

10 FURTHER ORDERED that this Order is not stayed and the relief granted hereby shall be
11 effective immediately upon the entry hereof, notwithstanding the provisions of Rule 6004(g) of the
12 Federal Rules of Bankruptcy Procedure or any other provision of law.

13 LR 9021 CERTIFICATION

14 In accordance with LR 9021, counsel submitting this document certifies as follows:

15 The court has waived the requirement of approval under LR 9021.

16 No parties appeared or filed written objections, and I am counsel for the trustee appointed in
17 the case.

18 I am counsel for the Trustee appointed in this case and I have delivered a copy of this proposed
19 order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the
20 hearing, and each has [approved/disapproved the order] [failed to respond] as indicated [above]
[below]:

21 Submitted this 17th day of October, 2006, by:

22 /s/ DANIEL S. CORDER
23 DANIEL S. CORDER, ESQ.
24 Attorney for Trustee

25 ###

SCHEDULE A

1. Commitment Date: 08/03/2006 at 7:30 A.M.

2. Policy or Policies to be issued:

(A) CLTA Standard Policy
Proposed Insured:

Greg Walsh and Ruth Page

(B) ALTA Loan Policy
Proposed Insured:

To Be Determined

Amount

\$To Be Determined

\$To Be Determined

3. (A) The estate or interest in the land described in this Commitment is:

Fee as to Parcel A
Easement as to Parcels B, C and D

(B) Title to said estate or interest at the date hereof is vested in:

Charlotte Morelli as Trustee, of the Becaris Trust, dated September 29, 2004

Subject to proceedings pending in the United States Bankruptcy Court District of Nevada, Entitled in Re: Charlotte E. Morelli Debtor, Case No.06-50272-gwz Wherein a petition for relief was Filed on May 05, 2006

4. The land referred to in this Commitment is situated in the County of Douglas, State of Nevada, and is described as follows:

PARCEL A:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED ON THE NORTH HALF (N 1/2) OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.B.& M., DESCRIBED AS FOLLOWS:

PARCELS 1A AND 1B AS SHOWN ON THAT PARCEL MAP FOR THE STORE FAMILY TRUST, FILED FOR RECORD IN THE OFFICE OF THAT RECORDER OF DOUGLAS COUNTY, NEVADA, ON NOVEMBER 16, 1990, IN BOOK 1190, PAGE 2394 AS DOCUMENT NO. 238981, OFFICIAL RECORDS.

PARCEL B:

BEING THAT CERTAIN RESOLUTION AS ADOPTED BY THE BOARD OF COUNTY

Exhibit "A"

First /

any



0687402

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BK- 1006
PG- 10034
10/26/2006

COMMISSIONERS ON AUGUST 15, 1985, AS RESOLUTION #85-39 AND MORE FULLY DESCRIBED AS FOLLOWS:

DESCRIPTION OF THE CENTERLINE OF ROADWAY AND UNDERGROUND UTILITY EASEMENT BEING 50 FEET IN WIDTH WHICH COMMENCES AT THE CENTERLINE OF AN EXISTING 50 FOOT ROADWAY EASEMENT ON THE NORTHERLY BOUNDARY OF A.P.N. 19-060-05 AND EXTENDS ACROSS MOTTSVILLE CEMETERY (A.P.N. 19-060-04) TO A.P.N. 19-060-03.

BEGINNING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 19 EAST, M.D.B. & M., BEING A BLM BRASS CAP; THENCE SOUTH $30^{\circ}52'17''$ EAST, A DISTANCE OF 3,389.88 FEET TO THE TRUE POINT OF BEGINNING BEING ON THE NORTH BOUNDARY OF A.P.N. 19-060-05 AND THE CENTERLINE OF AN EXISTING 50 FOOT ROADWAY EASEMENT; THENCE NORTH $16^{\circ}12'52''$ WEST 390.50 FEET ACROSS MOTTSVILLE CEMETERY (A.P.N. 19-060-04) TO THE SOUTHERLY BOUNDARY OF A.P.N. 19-060-03.

THE INTENT OF THIS DOCUMENT IS TO CONVEY A ROADWAY AND UNDERGROUND UTILITY EASEMENT ONLY AND LIMITED THERETO BEING A FULL 50 FEET IN WIDTH AND EXTENDING FROM AN EXISTING ROADWAY EASEMENT ON THE NORTHERLY BOUNDARY OF A.P.N. 19-060-05 TO THE SOUTHERLY BOUNDARY OF A.P.N. 19-060-03.

PARCEL C:

A 50-FOOT WIDE ROADWAY EASEMENT LOCATED WITHIN A PORTION OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 19 EAST, MOUNT DIABLO MERIDIAN, DOUGLAS COUNTY, NEVADA DESCRIBED AS FOLLOWS:

A PORTION OF THAT 50' WIDE PRIVATE ROADWAY EASEMENT AS SHOWN ON THAT MAP OF DIVISION INTO LARGE PARCELS FOR THE ESTATE OF DUANE MYRON ALLERMAN AS RECORDED IN BOOK 1285, AT PAGE 1397 AS DOCUMENT NO. 128304, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF ADJUSTED PARCEL 4-B AS SHOWN ON THAT RECORD OF SURVEY TO SUPPORT A BOUNDARY LINE ADJUSTMENT FOR THE FOLKER FAMILY TRUST U/A DATED 11/16/88 AND THE YTURBIDE 1991 FAMILY TRUST DATED AUGUST 1, 1991, DOCUMENT NO. 555704, AT A POINT ON THE WESTERLY LINE OF SAID 50' PRIVATE ROADWAY EASEMENT DOCUMENT NO. 128304;

THENCE NORTH $60^{\circ}33'25''$ WEST, 13.26 FEET;
THENCE NORTH $31^{\circ}54'24''$ WEST, 186.16 FEET;
THENCE NORTH $15^{\circ}23'59''$ WEST, 24.71 FEET TO A POINT ON THE WESTERLY LINE OF ADJUSTED PARCEL B AS SHOWN ON SAID DOCUMENT NO. 555704;
THENCE ALONG SAID WESTERLY LINE NORTH $00^{\circ}04'05''$ EAST, 64.24 FEET TO A POINT ON THE WESTERLY LINE OF SAID 50' WIDE EASEMENT, DOCUMENT NO. 128304;
THENCE NORTH $77^{\circ}39'42''$ EAST, 51.20 FEET TO A POINT ON THE EASTERLY LINE OF SAID 50' WIDE EASEMENT, DOCUMENT NO. 128304;
THENCE SOUTH $00^{\circ}04'05''$ WEST, 68.44 FEET;
THENCE SOUTH $15^{\circ}23'59''$ EAST, 10.67 FEET;
THENCE SOUTH $31^{\circ}54'24''$ EAST, 166.14 FEET;
THENCE SOUTH $60^{\circ}33'25''$ EAST, 16.65 FEET TO A POINT ON THE EASTERLY LINE OF SAID 50' WIDE EASEMENT, DOCUMENT NO. 128304;
THENCE SOUTH $47^{\circ}20'58''$ WEST, 52.55 FEET TO THE POINT OF BEGINNING.

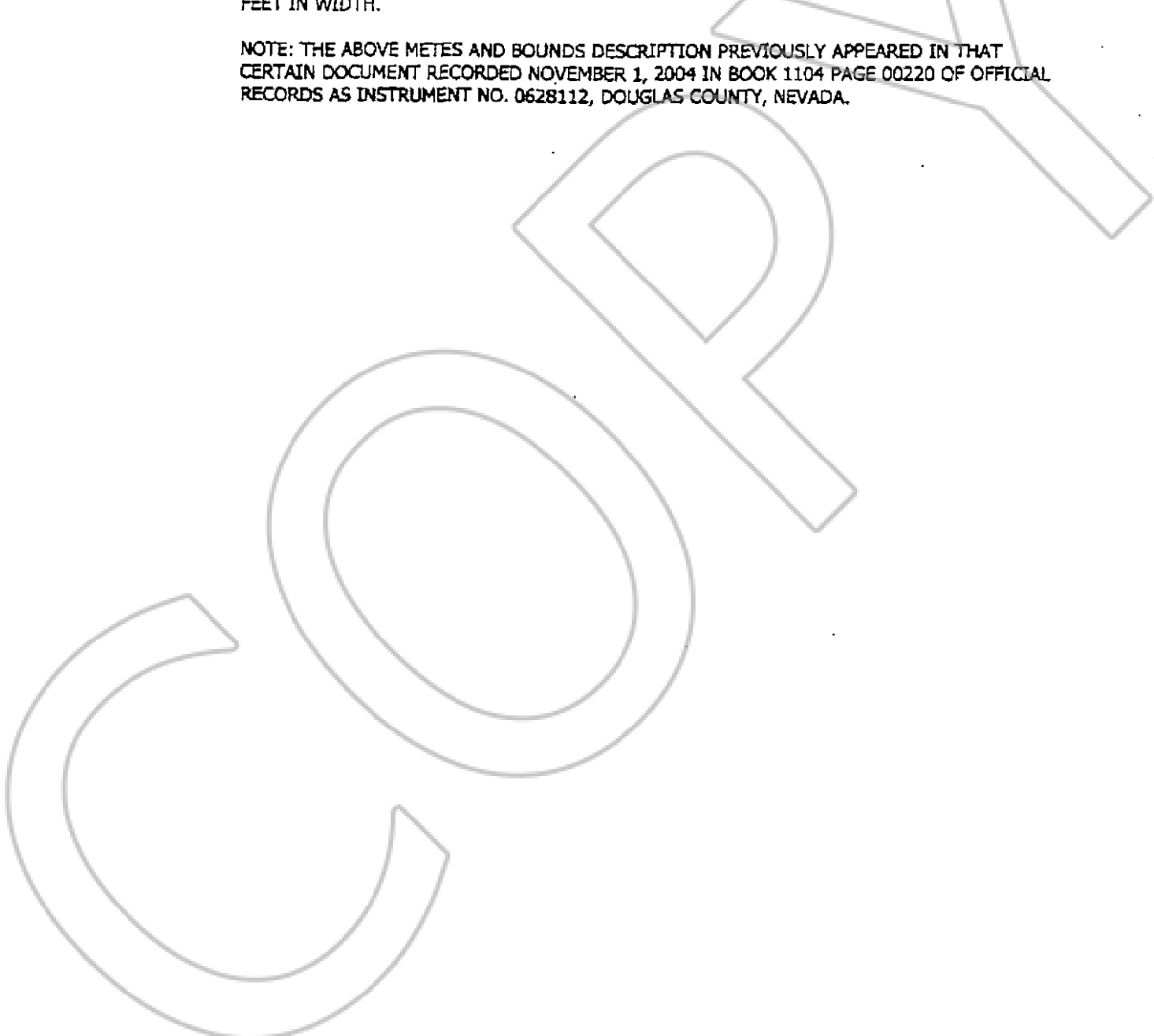
PARCEL D:

First American Title Insurance Company

BEGINNING AT THE NORTHWEST CORNER OF SECTION THREE, TOWNSHIP 12 NORTH, RANGE 19 EAST, (BEING A B.L.M., BRASS CAP); THENCE SOUTH 30°52'17" EAST, A DISTANCE OF 3,389.88 FEET TO THE TRUE POINT OF BEGINNING; BEING ON A NORTH BOUNDARY OF A.P.N. 19-060-06 AND THE CENTERLINE OF AN EXISTING 50 FOOT ROADWAY EASEMENT; THENCE SOUTH 5°24'53" EAST, A DISTANCE OF 283.00 FEET TO A SOUTH BOUNDARY OF A.P.N. 19-060-06.

A DESCRIPTION OF A CENTERLINE OF A ROADWAY AND PUBLIC UTILITY EASEMENT BEING 50 FEET IN WIDTH.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 1, 2004 IN BOOK 1104 PAGE 00220 OF OFFICIAL RECORDS AS INSTRUMENT NO. 0628112, DOUGLAS COUNTY, NEVADA.



STATE OF NEVADA

Department of
Business & Industry
Manufactured Housing Division

MANUFACTURED HOME TITLE INFORMATION

Title Number: B0259538 Issued: 08/30/2006
Serial Number: 1705CB10359AAB
Manufacturer: CHAMPION
Trade Name/Model: SPRING SPECIAL
Year: 2006 Type: Multi Wide Size: 28 ft. 8 in. x 72 ft. New Sale

Owner:
MORELLI, CHARLOTTE

Physical Location
1381 OLD FOOTHILL RD, GARDNERVILLE, NV 89460

Lienholder

Document Mailed To

Cost of Structure: \$112482 Cost of Accessories / Materials: \$0 Sales Tax: \$4718

Lien Date Lien Removed Notice of Opposition Filed Notice of Sale

THE INFORMATION ABOVE IS CURRENT AS OF 09/19/2006.

Title record last updated on 08/30/2005 03:10:00 PM.

ADDENDUM NO. 1

To Agreement dated _____, between _____
and Flintlock 2000 Trust (Greg Walsh & Ruth Page Co- Trustees), concerning property located at
1351 & 1361 OLD FOOTHILL ROAD GARDNERVILLE, NEVADA

The parties agree as follows:

THE FOLLOWING PERSONAL PROPERTY TO BE INCLUDED IN PURCHASE PRICE WITH NO WARRANTIES:

- Stock tanks and water buckets in paddocks
- Pasture Feeder
- Extension ladder in barn area
- Water pump at pond
- Fertilizer spreader
- (4) Suncrest cabinets in arena barn
- Muck buckets and manure forks in arena barn
- (2) Rubber-maid carts
- (2) Work benches in arena barn
- Work bench in hay storage area of center-aisle barn
- White wood storage cabinets in tack room & bathroom
- (2) white metal storage cabinets in garage
- Large 2 wheel cart
- All metal irrigation pipe on premises (approx 20 sections)
- All pasture shelters, pipe panels, and corral pipe including pipe panels in parking of arena barn
- All spare fencing & wire mesh
- Sump pump in arena barn
- Black storage cabinet in center aisle barn
- Stall mats
- Hoses
- Electric Fence equipment
- Ford tractor 1200 with bush hog mower, rear blade and arena groomer
- Blanket Harrow
- Husqvarna riding mower
- Big Gun irrigation sprinkler
- Washer, dryer & refrigerator in manager's house & in wood manufactured home
- Washer, dryer & refrigerator in main house

This Addendum, upon its execution by both parties, is made a part of the above Agreement.

If checked this Addendum is of no force or effect unless executed by all parties and delivered prior to
(date) _____ (time) _____ a.m. p.m., to _____
(Name of Party)

Seller/Lessor _____ Date _____

Seller/Lessor _____ Date _____

Buyer/Lessee Greg Walsh Date 8/22/06
Greg Walsh

Buyer/Lessee Ruth Page Date 8/22/06
Ruth Page

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Exhibit "C"

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