

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In Re: ) CASE NO. 12-40164-659  
          ) CHAPTER 7  
BURTON DOUGLAS MORRISS, ) HONORABLE Kathy Surratt-States  
          ) )  
          ) **ORDER ON MOTION TO SELL**  
          ) **PERSONAL PROPERTY**  
          ) )  
          ) **Hearing Date: December 12, 2012 #146**  
          ) **Hearing Time: 10:00 a.m.**  
Debtor. )

**ORDER**

This matter having come before the Court on the Motion to Sell Personal Property (“Motion”) submitted by the Trustee, with respect to the Personal Property described on the attached Sale/Purchase Agreement and Settlement Agreement, (the “Agreement”). The Notice of hearing was served upon all creditors and parties in interest. No objections or exceptions having been filed with the Court or served upon the Trustee, and it appearing to be in the best interest of the bankruptcy estate that the Motion to Sell Personal Property be approved; therefore,

IT IS HEREBY ORDERED the Motion is GRANTED and the Agreement described therein is hereby approved; and it is further

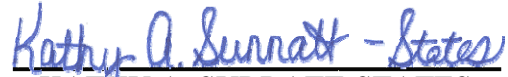
ORDERED the Trustee is authorized to sell the estate’s interest in the Personal Property as described in the Motion pursuant to section 363 of the Bankruptcy Code, but subject to any liens or encumbrances, if any; and it is further

ORDERED that the payment to Atec in the amount of \$5,000 from the proceeds of the sale is approved and authorized; and it is further

ORDERED the Trustee and the Buyer, as defined in the Agreement, are authorized to executed such documents and take such action as may be necessary to effectuate the sale; and it is further

ORDERED the Trustee is authorized to abandon the Abandoned Assets pursuant to the Agreement and 11 U.S.C. § 554; and it is further

ORDERED that the fourteen (14) day stay of order, as required by Federal Rule of Bankruptcy Procedure 6004(g), is waived and this Order shall be final upon entry.

  
KATHY A. SURRETT-STATES  
U.S. Bankruptcy Judge

DATED: December 7, 2012  
St. Louis, Missouri 63102  
JH

Copies to:

|  |  |
|--|--|
| United States Department of Justice<br>U.S. Trustee's Office<br>111 S. 10 <sup>th</sup> Street, Ste. 6353<br>St. Louis, MO 63102 | Charles W. Riske<br>231 S. Bemiston, Suite 1220<br>St. Louis, MO 63105                                 |
| Leslie L. Lane<br>208 N. Rolla St.<br>Rolla, MO 65401  | Catherine Hanaway<br>222 S. Central Ave, Suite 110<br>St. Louis, MO 63105                              |
| Robert E. Eggmann<br>7733 Forsyth Blvd, Suite 2075<br>St. Louis, MO 63105  | Cheryl A. Kelly<br>Thompson Coburn<br>One US Bank Plaza<br>St. Louis, MO 63101                         |
| Jay Samuels<br>120 Albany Street Plaza, 6 <sup>th</sup> Floor<br>New Brunswick, NJ 08901   | Frank H. Tomlinson<br>Tomlinson Law, LLC<br>2100 First Avenue North, Suite 600<br>Birmingham, AL 35203 |
| David A. Sosne<br>8909 Ladue Road<br>St. Louis, MO 63124   |  |

**SALE/PURCHASE AND SETTLEMENT AGREEMENT**

**THIS SALE/PURCHASE AND SETTLEMENT AGREEMENT** (this “Agreement”) is made effective as of the 13th day of November, 2012 by and among Charles W. Riske, Chapter 7 Bankruptcy Trustee for the Bankruptcy Estate of Burton Douglas Morriss pending in the United States Bankruptcy Court for the Eastern District of Missouri, Eastern Division as Case No.12-40164-659 (“Seller”), 1836 Partners, LLC, a Missouri limited liability company, (“Buyer”) and Burton Douglass Morriss (“Debtor”).

**WHEREAS**, Debtor filed his voluntary petition for relief pursuant to Chapter 11 of 11 U.S.C. § 101 et. seq. (the “Code”) on or about January 9, 2012, which was converted to a Chapter 7 case, in which Seller is the duly appointed and acting trustee in bankruptcy; and

**WHEREAS** Seller, though his agent Atec, Inc. (“Atec”), conducted an inspection of the Debtor’s residence for the purpose of attempting to identify items belonging to the Debtor of sufficient value to be considered for sale by the Seller for the purpose of generating funds for the payment of the Debtor's unsecured creditors; and

**WHEREAS** the Debtor subsequently reviewed the list of items generated by Atec for the purpose of identifying items that could be purchased from the estate as well as identifying items allegedly belonging to persons or entities other than the Debtor, resulting in the creation of Exhibits A and B to this Agreement; and

**WHEREAS**, Buyer is a limited liability company owned by a friend of the Debtor, and is interested in acquiring all right, title and interest in the bankruptcy estate’s interest in the personal property that is indentified on Exhibit A, attached hereto, (the “Personal Property”) and the Seller is agreeable to selling the Personal Property without any warranties, guaranties or representations of any kind on the terms and conditions contained herein; and

**WHEREAS**, in entering into this Agreement, Seller is expressly relying on the representations of Debtor set forth herein; and

**WHEREAS**, pursuant to his rights under the Fifth Amendment to the United States Constitution, Debtor has not filed bankruptcy schedules or testified as to the assets he owns or has an interest therein and therefore the list of Personal Property in no way operates as a representation by the Seller as to the ownership or present location of the listed Personal Property; and

**WHEREAS**, Seller reserves his rights to assert his claim to any and all assets claimed to be owned by Debtor’s mother, any of the trusts in which a Morriss family member claims an interest, or any other assets claimed to be owned by Debtor or any other individual or entity, including, but not limited to those assets highlighted in Blue, Green or any other color on Exhibit B, any asset listed on Exhibit C, and any other asset wherever located, but expressly excluding the Personal Property, which is being sold, and the Abandoned Assets (as defined below). Seller acknowledges that his reservations of rights are without prejudice to the rights of Debtor’s

mother or any of the trusts in which a Morriss family member claims an interest seeking to assert ownership of any assets other than the Personal Property.

**NOW, THEREFORE**, in consideration of the premises herein contained, the recitals stated above, the mutual covenants and promises hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Bankruptcy Court Approval.** The sale and possession of the Personal Property and the closing of this Agreement is subject to the approval of the Bankruptcy Court, in the bankruptcy case of Debtor pending in the Bankruptcy Court as Case No. 12-40164-659.

2. **Sale of Interests.** On the Closing Date, as hereafter defined, Seller shall transfer, sell, convey, assign and deliver to Buyer and Buyer shall purchase and acquire from Seller, the bankruptcy estate's interest in the Personal Property.

3. **Abandonment of Interests.** On the Closing Date, pursuant to section 554 of the Bankruptcy Code, Seller shall abandon any interest that the bankruptcy estate may have in the specific items highlighted in Yellow on Exhibit B (which Yellow highlighted items are represented by Debtor to be owned by his children or Megan Hotz), as well as miscellaneous personal property of nominal value owned by the Debtor and located at the Debtor's residence at #3 St. Andrews Drive, St. Louis, Missouri, such as (without limitation) clothing, kitchen utensils and items (excluding silverware and fine china, but including flatware), linens, personal photographs, keepsakes and bric a brac, personal correspondence, compact discs, other related music items and books (excluding first editions, antique books and valuable collectibles), non-motorized sports equipment (excluding guns) and kitchen and household appliances (the "Abandoned Assets").

4. **Purchase Price.** As consideration for the transfer and sale of the bankruptcy estate's interest in the Property and the abandonment of the Abandoned Assets, Buyer shall deliver to Seller the total consideration of \$33,750 (plus the application of the Debtor's exemption rights under Mo. Rev. Stat. Sections 513.430(1), (3) and (5) and 513.440, which have a stipulated value of \$7,100) as follows:

a. \$5,000.00 (the "Earnest Money") to be deposited with Seller upon the execution of this Agreement to be held in Seller's Trustee account(s) for the Debtor, in escrow, until the Closing Date or as otherwise hereinafter provided.

b. \$28,375.00 to be paid to the Seller on the Closing Date, as hereinafter described.

5. **Closing.** The closing of the purchase and sale hereunder (the "Closing" or "Closing Date," as the context requires) shall occur at a time and location to be agreed upon by the parties hereto, but in no event shall the Closing Date occur prior to the date on which the Order approving and authorizing the sale of the Property becomes a final, non-appealable order (the "Approval Order") without any appeal having been taken. Buyer shall be entitled to

possession and use of the Personal Property and all other items being transferred or abandoned under this Agreement on the Closing Date, unless otherwise ordered by the Bankruptcy Court. Seller and Buyer agree that the Closing Date shall take place as soon as possible after the above referenced Order becomes final and non-appealable.

6. **Surrender of Assets.** At Closing, or on such other date as the parties may mutually agree, the Debtor shall surrender to Seller at 3 St. Andrews Drive, St. Louis, Missouri the assets shown in Red on Exhibit B. Seller shall bear any moving expenses associated with the surrender of these assets.

7. **Lack of Representations and Warranties of Seller to Buyer.** Seller is a trustee of the Bankruptcy Court and makes no disclosures concerning the condition of the Personal Property. The Seller makes no guarantees, representations, or warranties, express or implied, with regard to the Personal Property, the title to the Personal Property or the transferability of the Personal Property. Seller makes no representations, warranties, guaranties or covenants of any kind with regard to the sale of the Personal Property, and the Personal Property is being transferred "AS IS, WHERE IS" subject to any liens, interests, claims or encumbrances of any kind whatsoever.

Seller does not and shall not warrant or represent title to the Personal Property. Buyer acknowledges that Seller has relied solely upon the information provided by Debtor as to the title for the Personal Property, and that Buyer is solely responsible for investigating the ownership, location and condition of the Personal Property. Seller shall not be responsible to correct nor shall he be liable for any damages associated with unmarketable or insufficient title to the Personal Property.

8. **Representations and Warranties of Buyer and Debtor to Seller.** BUYER: Buyer hereby represents, warrants and covenants to Seller that he, she or it has the power and authority to enter into and consummate this Agreement and the transactions contemplated hereby, and that Buyer's entry into and consummation of this Agreement will not result in the violation of any law, rule or regulation to which Buyer is subject and will not result in the default under any agreement or contract to which Buyer is a party. Buyer further warrants and represents to Seller that Buyer has inspected and is familiar with the Personal Property.

DEBTOR: Debtor hereby represents, warrants and covenants to Seller:

- (a) that there are no liens, claims, interests or encumbrances of any kind with regard to the Personal Property;
- (b) that the source of any funds for the purchase of the Personal Property come from Buyer or its principal;
- (c) that the source of any of the funds for the purchase of the Personal Property do not constitute property of the bankruptcy estate of Debtor;

- (d) that he has disclosed to Seller to the best of his knowledge, information and belief any interest he has in any boat, watercraft, boat trailers or boat motors as well as the precise location thereof and any and all liens or claims relating thereto, including current amounts and balances owed;
- (e) that he has disclosed to Seller to the best of his knowledge, information and belief the location of any and all pianos claimed to be owned by him, his mother or any trust in which he is or was the trustee or beneficiary, including the piano listed in Exhibit C to this Agreement and any piano listed in the 2007 Property Settlement Agreement entered into in connection with Debtor's dissolution of marriage;
- (f) that none of the assets listed on Exhibit C are included in the list of Personal Property except for possibly the following: the mahogany partner desk.
- (g) that he has identified in writing to the Seller a list by owner of all guns, rifles and other firearms by manufacturer, make and serial number in which he or his children claim any interest;
- (h) that he has turned over to Seller or his representatives all of the guns, rifles and other firearms in which Debtor has an interest;
- (i) that, consistent with the provisions of paragraph 13 below, he will deem his exemption rights under Mo. Rev. Stat. Sections 513.430(1), (3) and (5) and 513.440 applied to the Abandoned Assets;
- (j) that pending Closing he has not and will not move any of the Personal Property from the St. Andrews residence unless approved by Seller and shall take no action to impair the condition or title of the Personal Property; and
- (k) that he will disclose the name of each trust and the name and address of each trustee of any trust that claims an interest in any of the property contained in the St. Andrews residence or listed in Exhibit C.

**9. Closing Deliveries.**

- a. **By Seller.** At Closing, Seller shall deliver to Buyer the following:
  - (i) Trustee's Bill of Sale for the bankruptcy estate's interest in the Personal Property subject to the limitations set forth in section 5 above; and
  - (ii) A copy of the Order approving and authorizing the sale of the Personal Property and abandonment of the Abandoned Assets.

- b. **By Buyers.** At Closing, Buyers shall deliver to Seller cash, cashier's or bank check in payment for the Personal Property in the amount of \$25,000.00.

**10 Conditions Precedent to Buyer's Obligations.** The obligations of Buyer hereunder (including the obligation to consummate this Agreement) shall be subject to the following express conditions precedent, to wit:

a. **Court Approval.** The sale and possession of the Personal Property, the abandonment of the Abandoned Assets and the Closing of this Agreement is subject to the approval of the Bankruptcy Court, in the bankruptcy case of Debtor pending in the Bankruptcy Court as Case No. 12-40164-659. The bankruptcy estate's interest in the Personal Property shall be sold by Order of the Bankruptcy Court (in form and substance reasonably satisfactory to Buyer) directing that such sale shall be subject to all liens, claims, interests, assessments and encumbrances of any kind.

In the event this Agreement is not approved by the Bankruptcy Court, this Agreement will be null and void and the Earnest Money shall be returned to Buyer. All deadlines set forth in this Agreement shall be conditioned upon approval of this Agreement by the Bankruptcy Court and shall be subject to the authority vested in Seller as a Trustee. The failure of Seller to act within a specified time period, as determined by this Agreement, shall not be deemed a default under this Agreement, if Seller acts within a reasonable period of time thereafter.

b. **Compliance with Agreement.** Seller shall have performed and complied with all obligations under this Agreement which are to be performed or complied with on his part prior to or at the Closing Date.

c. **Proceedings and Instruments Satisfactory.** All documents in connection with the transactions contemplated by this Agreement and in Seller's possession shall have been timely delivered to Buyer.

d. **Contingencies.** None.

**11. Conditions Precedent to Seller's Obligations.** The obligations of Seller hereunder (including the obligation to consummate this Agreement) shall be subject to the following express conditions precedent, to wit:

a. **Court Approval.** The sale of the bankruptcy estate's interest in the Personal Property, the abandonment of the Abandoned Assets and the Closing of this Agreement are subject to the approval of the Bankruptcy Court. In the event this Agreement is not approved by the Bankruptcy Court, this Agreement will be null and void and the Earnest Money shall be returned to Buyer.

b. **Representations and Warranties True at the Closing Date.** The representations, warranties and covenants made by Buyer and Debtor in connection with the transactions contemplated hereby, contained in this Agreement or any document delivered pursuant thereto, shall be true, complete and accurate in all material respects on and as of the Closing Date, with the same effect as though such representations, warranties and covenants had been made or given on the Closing Date.

c. **Compliance with Agreement.** Buyer and Debtor shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by him prior to or at the Closing Date. All agreements, representations, warranties and conditions of Debtor shall survive the Closing.

12. **Trustee's Bill of Sale.** The bankruptcy estate's interest in the Personal Property is to be conveyed to Buyer by a general bill of sale. The Personal Property shall be transferred without representation, warranty or guaranty of any kind, per Order of the Bankruptcy Court, consistent with the provisions of Section 5 above.

13. **Competing Bids and Bid Procedures.** Buyer acknowledges that Seller is required to provide all interested parties, as defined in the Code and Bankruptcy Rules, with notice of the hearings to approve a sale or settlement, together with all pertinent terms. In the course of the proceedings with regard to seeking court approval, it is possible that other bidders may submit bids for the Personal Property which will be considered by the Bankruptcy Court. Buyer further acknowledges that Seller is obligated to accept and the Bankruptcy Court will approve the highest and/or best offer made to the bankruptcy estate. Buyer acknowledges that Seller has not requested or received approval of specific bid procedures relating to the sale of the Personal Property, but if any competing bids are presented to the Bankruptcy Court at the hearing on the approval of the sale that require the institution of bid procedures, Seller may orally request approval of bid procedures at the hearing as necessary and in his discretion, provided, however, Seller will request that any initial or subsequent competing bid of a third party be in an amount greater than the sum of (a) \$7,100, which represents an amount equal to the amount that Debtor could claim as an exemption against the Personal Property (the "Exemption Sum") plus (b) the greater of the Purchase Price or the last bid submitted by Buyer, with the intention that the Seller will pay the Debtor the amount of the Exemption Sum in the event any competing bid of a third party is the successful bid.

14. **Miscellaneous.**

a. **Risk of Loss.** Debtor assumes all risk of loss, damage, or destruction to the Property upon execution of this Agreement.

b. **Severability.** In the event any one or more of the provisions contained in this Agreement or any application thereof shall be declared invalid or illegal or unenforceable by any court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions of this Agreement should not be impaired



thereby, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions were not contained herein.

c. **Warranties to Survive Closing.** The warranties expressly stated herein by Buyer and Debtor are not to be merged with final documents at time of Closing, but rather, such warranties are to survive and remain in full force and effect subsequent to the Closing Date.

d. **Expenses of Sale.** Each party hereto will pay the fees and expenses of the attorneys retained by him, her or it in connection with this Agreement and shall pay their own costs. Seller shall pay any expenses or fees owed to Atec, Inc. Buyer shall be responsible for any and all brokerage commissions associated with Closing.

e. **Contingencies.** This Agreement shall be subject to no contingencies of any kind, except for any contingencies to Closing set forth in this Agreement.

f. **Notice.** Unless otherwise specifically provided herein, any notices to be given hereunder shall be in writing and shall be deemed given at the time delivered upon personal delivery, upon receipt of facsimile confirmation if given by facsimile, the next day if given by generally recognized overnight courier, or three (3) days after deposit in any United States mail receptacle, registered or certified mail, return receipt requested, postage pre-paid, properly addressed as follows:

If to Seller: Charles W. Riske, Chapter 7 Trustee  
c/o David A. Sosne  
8909 Ladue Road  
St. Louis, MO 63124

If to Buyer: 1836 Partners, LLC  
Attn: Ben Tischler

With a copy to: Burton D. Morriss  
#3 St. Andrews Drive  
St. Louis, MO 63124

or to such other address as one of the parties may designate in accordance with this paragraph to the other parties.

g. **Disclosure.** Pursuant to the Code, Seller must disclose all material terms of this Agreement to the Bankruptcy Court in the course of the bankruptcy proceeding.

h. **Amendments.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally or in any manner other than by

an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge or termination is sought or by Order of the Bankruptcy Court.

i. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors and assigns, heirs and personal representatives. The covenants herein will survive Closing and are enforceable by any successor, assign, heir or personal representative.

j. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

k. **Entire Agreement.** This Agreement and the related agreements or Orders referenced herein represent the entire agreement of the parties hereto regarding the subject matter hereof and supersedes and replaces any prior agreements, whether oral or written.

l. **Gender and Number.** In this Agreement, whenever the context so requires, the use of the masculine, feminine or neuter gender shall include the other genders. The use of the singular number shall include the plural, and the use of the plural number shall include the singular.

m. **Governing Law.** This Agreement and the exhibits attached hereto shall be interpreted, governed by and construed in accordance with the laws of the State of Missouri without regard to principles of conflicts of law, but in conjunction with the Code.

n. **Headings.** The headings, captions and arrangements used in this Agreement are, unless otherwise specified, for convenience only and should not be deemed to limit, amplify or modify the terms of this Agreement or affect the meaning hereof.

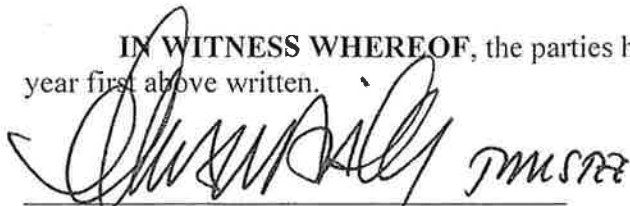
o. **Default.** In the event of a default by Seller in the performance of any obligation under this Agreement, Buyer's remedy shall be either specific performance of this Agreement (which shall be available only after entry of the Approval Order) or the termination of this Agreement and the return of any funds deposited in escrow prior to the termination. In the event of a default by Buyer, then at the option of Seller and upon notice to the Buyer, the earnest money shall be forfeited to the Seller and applied first to the payment of Seller's expenses, and the balance, if any, to be retained by Seller as liquidated damages.

p. **Time is of the Essence.** Seller and Buyer acknowledge that time is of the essence in this Agreement. However, Buyer further acknowledge that Seller's powers are set forth in the Code and delineated by Order of the Bankruptcy Court, and that Seller cannot act without Bankruptcy Court approval and, potentially, the cooperation of the Debtors, whether voluntary or not, and that additional time and/or delay may occur in the Closing of the sale described in this Agreement and herein, which will not amount to a

default hereunder. If Closing does not occur within ninety (90) days of this Agreement, Seller and Buyers shall each have the option to terminate this Agreement without further liability, by written notice to the other party.

q. **No Assignment.** Neither this Agreement nor any interest therein shall be assigned by Buyer or Seller without the written consent of the other.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.



CHARLES W. RISKE, Chapter 7 Trustee for  
the bankruptcy estate of Burton Douglas Morriss

BUYER

1836 Partners, LLC

\_\_\_\_\_  
By: Ben Tischler, Member

Debtor

\_\_\_\_\_  
Burton Douglas Morriss

default hereunder. If Closing does not occur within ninety (90) days of this Agreement, Seller and Buyers shall each have the option to terminate this Agreement without further liability, by written notice to the other party.

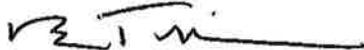
q. **No Assignment.** Neither this Agreement nor any interest therein shall be assigned by Buyer or Seller without the written consent of the other.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
CHARLES W. RISKE, Chapter 7 Trustee for  
the bankruptcy estate of Burton Douglas Morriss

BUYER

1836 Partners, LLC



\_\_\_\_\_  
By: Ben Tischler, Member

Debtor

\_\_\_\_\_  
Burton Douglas Morriss

default hereunder. If Closing does not occur within ninety (90) days of this Agreement, Seller and Buyers shall each have the option to terminate this Agreement without further liability, by written notice to the other party.

q. **No Assignment.** Neither this Agreement nor any interest therein shall be assigned by Buyer or Seller without the written consent of the other.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
CHARLES W. RISKE, Chapter 7 Trustee for  
the bankruptcy estate of Burton Douglas Morriss

BUYER

1836 Partners, LLC

\_\_\_\_\_  
By: Ben Tischler, Member

Debtor



\_\_\_\_\_  
Burton Douglas Morriss

Exhibit A  
Personal Properties Items to be Purchased by 1835 Partners, LLC

| 3 St Andrews Drive<br>St Louis, MO 63124 | ATEC, Inc. Item Number | Qty | Description  |
|--|------------------------|-----|--|
|  |                        |     | First Floor Foyer  |
|  | 1                      | 1   | Umbrella Stand (Wood)  |
|  | 3                      | 1   | Onkyo Video/Satellite (In Closet)  |
|  | 5                      | 1   | 3-Drawer Wood Hall Table, (2) Black Lamps With Beige Shades                |
|  | 6                      | 1   | Painting Of 3 Dogs In Forest, "Shades Of Green"                            |
|  |                        |     | Billiards Room   |
|  | 9                      | 2   | Brunswick Chairs   |
|  | 10                     | 1   | Brunswick Pool Table And Accessories                                       |
|  | 11                     | 1   | Small Television   |
|  |                        |     | Living Room Off Foyer  |
|  | 12                     | 1   | Lamp, Black Base, White Shade  |
|  | 13                     | 4   | Green Fabric Chairs  |
|  | 15                     | 1   | Large Wood Coffee Table  |
|  | 16                     | 1   | Antique Card Table With (4) Green Fabric Covered Chairs                    |
|  | 17                     | 1   | Small Bronze Statue  |
|  | 18                     | 1   | Fabric Covered Ottoman (Leopard)   |
|  | 19                     | 1   | Light & Dark Tan Sofa With (3) Throw Pillows                               |
|  | 20                     | 2   | Lamps, Lion Bases  |
|  | 21                     | 2   | Black & Gold Metal Vases   |
|  | 23                     | 1   | Wood Sofa Table With Carvings  |
|  |                        |     | Club Room  |
|  | 24                     | 1   | "The Huntsman" (Weber), (2) Hunting Dogs With Pheasant                     |
|  | 26                     | 1   | Painting By George Pichero Cruzado (2000), Cowboy on Horse, (1) Horse Only |
|  | 27                     | 1   | Small Wooden Boat (Decor)  |
|  | 28                     | 1   | Painting Of (2) Hunting Dogs With Pheasant in the Woods                    |
|  | 29                     | 1   | Antique Chest  |
|  | 30                     | 1   | Brown Leather Ottoman  |
|  | 31                     | 1   | Bronze Statue of (2) Dogs  |
|  | 32                     | 1   | Light Tan Fabric Covered Side Chair  |
|  | 34                     | 1   | Light Beige Love Seat  |
|  | 35                     | 1   | Brass Lamp With Brown Shade  |
|  | 36                     | 1   | Small Television   |
|  | 37                     | 1   | Beige Chair With Dark Frame and Legs                                       |
|  | 38                     | 1   | Pheasant Lamp  |
|  |                        |     | Powder Room  |
|  | 40                     | 1   | Zebra Skin Rug   |
|  | 41                     | 1   | Small Beige Striped Chair  |
|  | 42                     | 6   | Framed Pictures Of Birds   |
|  |                        |     | Mud Room Area  |
|  | 43                     | 1   | Antique Bench  |
|  | 44                     | 1   | Large Trophy, Fish   |
|  | 45                     | 3   | Wooden Bar Stools  |
|  | 46                     | 1   | Large Wooden Table With (8) Chairs   |

Exhibit A  
Personal Properties Items to be Purchased by 1835 Partners, LLC

|     | Recreation Room  |
|-----|--|
| 50  | 2 Dark Wood End Tables   |
| 51  | 2 Lamps, Pheasant With Baby Quail  |
| 52  | 1 50" Panasonic Television   |
| 53  | 1 Dog Lamp (Pointer)   |
| 56  | 1 Framed Fish Picture  |
| 57  | 1 Black Chest Painted Dog, Royal Avyrshire, Field Sports Society               |
| 60  | 1 Picture of (8) Geese No 2 Greenbrier Phillip, O***Ch**                       |
| 61  | 1 Brass Fire Screen  |
| 62  | 1 Lot Consisting Of Sony AV Receiver, Blue Ray Player, Amplifier               |
|     | <u>Garage Contents</u>   |
| 65  | 1 Antique Wood Side Board  |
| 86  | 1 Black & Decker Workmate \$23   |
| 92  | 1 Honda CRF 250R   |
|     | <u>Gentilemens Lounge</u>  |
| 97  | 6 Small Animal Prints (Stair Wall)   |
| 98  | 2 Pictures On Stair Wall: (1) Ocean, (1) Black Lab                             |
| 99  | 1 Wood Slat Seat   |
| 100 | 1 Blow Gun   |
| 101 | 1 Brown Leather Love Seat  |
| 102 | 1 Brown Leather Chair  |
| 103 | 1 Light Wood Coffee Table, Large   |
| 104 | 1 Wood Table With Magazine Rack  |
| 105 | 1 Light Wood Side Table  |
| 106 | 1 Single Gun Safe  |
| 107 | 1 Gun (By Work Bench)  |
| 108 | 1 Small Television   |
| 109 | 1 Small Lamp on Workbench  |
| 110 | 1 Browning Gun Safe  |
|     | <u>Upstairs</u>  |
| 114 | 1 Lot of Framed Black And White Pictures (Old Building, House With Court Yard) |

Exhibit A  
Personal Properties Items to be Purchased by 1835 Partners, LLC

| Item Number | Description   | Room                              |
|-------------|---|-----------------------------------|
| 116         | 1 Decor Knives In Case  | Television & Sitting Room         |
| 117         | 2 Emperor Style Lamps, Black Base   |                                   |
| 118         | 1 Decor Chest, Leopard On Top   |                                   |
| 119         | 1 Sofa And Chair, Green And Cream Colored Fabric                                  |                                   |
| 120         | 1 Black Decor Chest (Used As Table)   |                                   |
|             |   | Upstairs Hallway                  |
| 122         | 1 Framed Picture, House At Night, Trees In Front                                  | Upstairs Foyer                    |
| 123         | 1 Framed Black And White Print  |                                   |
| 125         | 1 Large Lion Mounted On Rock  |                                   |
| 128         | 2 Decor Tables, Oriental Designs On Front   | Sitting Room Outside Master Suite |
| 131         | 1 Computer Monitor, Cannon Printer  |                                   |
| 132         | 1 Lamp, Bronze Man With Black Shade   |                                   |
| 134         | 1 Framed Picture (Oil) Fisherman In Woods, Boat In Water                          |                                   |
| 135         | 2 Brass Floor Lamps   |                                   |
| 136         | 1 Tan And Green Chair   |                                   |
| 137         | 1 Bronze Deer Statue  |                                   |
| 138         | 1 Bronze Bird Statue  |                                   |
|             |   | Upstairs Master Suite             |
| 141         | 1 Cyma Watch  | Theatre Room                      |
| 143         | 2 Black Framed Picture Of (2) Geese, Artist Leonard Anclhis (Old Wood Type Frame) |                                   |
| 145         | 1 Lamp, Dog, Green & Grey   |                                   |
| 146         | 1 Black Framed Picture Of Fall Foliage  |                                   |
| 154         | 1 Framed Picture Of Brick Entry Way   | Outdoor Patio                     |
| 155         | 1 Framed Black & White Print, Trees With Snow, Unknown Artist                     |                                   |
| 156         | 2 Framed Black & White Print, Unknown Artist                                      |                                   |
| 158         | 6 Theater Chairs, Black Leather   |                                   |
| 168         | 1 Table With (6) Chairs   |                                   |
| 169         | 1 Oversized Grill   |                                   |
| 170         | 1 Black Patio Benches   |                                   |
|             | Summary   |                                   |



Exhibit B  
Other Assets

| 3 St Andrews Drive<br>St Louis, MO 63124 | Qty | Description  |
|--|-----|--|
| ATEC, Inc.                               |     | First Floor Foyer                                      |
|  | 2   | 1 Metal Sculpture (Dog)                                |
|  | 4   | 2 Wicker Baskets, Misc. Glass Vases (In Closet)        |
|  | 7   | 1 Large Round Entry Table, Bronze Statue Dog With Bird |
|  | 8   | 1 Closet Consisting Of Monitors, Computers & Phone     |
|  |     | Billiards Room   |
|  |     | Living Room Off Foyer                                  |
|  | 14  | 1 Lamp   |
|  | 22  | 1 Bronze Statue of (2) Flying Ducks                    |
|  |     | Club Room  |
|  | 25  | 1 Large Assortment of Guns (See Paul)                  |
|  | 33  | 1 Light Wood Trussel Table                             |
|  |     | 1 Lot Consisting Of Miscellaneous Bottles Of Wine      |
|  | 47  |  |
|  |     | Recreation Room  |
|  | 48  | 1 Brown Leather Sofa                                   |
|  | 49  | 2 Brown Leather Chairs                                 |
|  | 54  | 1 Large Animal Print Ottoman (Cow Skin)                |
|  | 55  | 1 Black Framed Decorative Tables                       |
|  | 58  | 1 Picture of (3) Geese, Lee Everett                    |
|  | 59  | 1 Wood Framed Mirror                                   |

Exhibit B  
Other Assets

| Garage Contents |   |
|-----------------|---|
| 63              | 1 Yamaha 6-Seat Golf Cart   |
| 64              | 1 Yamaha 2-Seat Golf Cart   |
| 66              | 1 Bicycle   |
| 67              | 1 MMAU Power Sport Go Cart  |
| 68              | 1 Lot Consisting Of Miscellaneous Tools In Garage Closets-Battery Charger |
| 69              | 1 Honda Motorcycle  |
| 70              | 1 Honda Model Ruckus Scooter  |
| 71              | 11 Motorcycle Helmets   |
| 72              | 2 Small Razor Scooters  |
| 73              | 3 Segway's  |
| 74              | 3 Adult Bicycles  |
| 75              | 1 Child Bicycle   |
| 76              | 1 Subzero Refrigerator  |
| 77              | 1 Classic Sport Air Hockey Table  |
| 78              | 1 Metro Vacuum/Blower   |
| 79              | 1 Power Wheels Jeep   |
| 80              | 1 Power Wheels Harley Davidson Motorcycle                                 |
| 81              | 1 Porter Cable  |
| 82              | 1 Black Rocker With Light Wood Arms                                       |
| 83              | 1 3-Piece Wicker Furniture Set  |
| 84              | 1 Small Television On Wall  |
| 85              | 1 Dark Wood Table   |
| 87              | 2 Bicycles (Hung On Garage Wall)  |
| 88              | 2 Bicycles (On Garage Floor)  |
| 89              | 1 Yamaha 4-Wheeler (Blue)   |
| 90              | 1 Vapor Scooter   |
| 91              | 2 Honda Mini Bikes  |
| 93              | 1 Kichatna Bicycle  |
| 94              | 1 John Deere Lawn Mower, push mower                                       |

Exhibit B  
Other Assets

|     |   |  |  |
|-----|---|--|--|
|     |   |  | <u>Back Yard Play Area</u>               |
| 95  | 1 | Play House   |  |
| 96  | 1 | Wooden Outdoor Play Set With Slide And Swings  |  |
|     |   |  | <u>Gentlemens Lounge</u>                 |
| 111 | 1 | Lot Consisting Of (10) Prints (Personal Photos)  |  |
| 112 | 1 | Bronze on Wood Statues, Fisherman on Rock With Fishing Pole (Plate Reads Profit Sharing) |  |
|     |   |  | <u>Upstairs</u>                          |
| 113 | 1 | 3-Drawer Table (In Hallway) Painted on Front & Top (Black, Yellow & Red Decor)           |  |
| 115 | 1 | Painting, S. Steeman, (5) Birds, Boat In Grass, (5) Birds (Hallway)                      |  |
|     |   |  | <u>Upstairs Hallway</u>                  |
| 121 | 1 | 4-Legged, Light Wood Decor Bench   |  |
| 124 | 1 | Lot Consisting Of Leather Luggage, Purses, Etc. (Hall Closet)                            |  |
|     |   |  | <u>Upstairs Foyer</u>                    |
| 126 | 1 | Lot Consisting Of Skull Mounts   |  |
| 127 | 1 | Zebra Skin Rug   |  |
|     |   |  | <u>Sitting Room Outside Master Suite</u> |
| 129 | 1 | Lot Consisting Of Camera Equipment (Room Outside Master Suite)                           |  |
| 130 | 1 | 3-Drawer Desk, Decorative Top, 4-Post Legs, Matching Wood Swivel Chair                   |  |
| 135 | 1 | Framed Black And White Print, Cow With Calf, Light Wood Frame, Artist Banton-Mo          |  |
|     |   |  | <u>Upstairs Master Suite</u>             |
| 139 | 1 | Rolex Watch  |  |
| 140 | 1 | Mont Blanc Watch   |  |
| 142 | 1 | Brietling Watch  |  |
| 144 | 1 | Floral Oval Lamp   |  |

Exhibit B  
Other Assets

|     |  |  |
|-----|--|--|
|     |  | Theatre Room   |
| 157 | 1 Lot Consisting Of Misc. Electrical Equipment   |  |
| 159 | 1 Oval Game Table  |  |
| 160 | 8 Black Leather Chairs   |  |
|     |  | Office   |
| 161 | 1 Brown Office Chair   |  |
| 162 | 1 Computer With Monitor  |  |
| 163 | 2 Printers   |  |
| 164 | 1 Black Office Chair   |  |
| 165 | 1 Brown Leather Sofa And Chair   |  |
|     |  | Basement Storage                                       |
| 166 | 1 Lot Consisting Of Toys, Furniture, Weights, Plastic Storage Containers Filled With Clothing                    |  |
| 167 | 1 Lot Consisting Of Misc. Electrical Equipment, Including But Not Limited To: DVR recorders, printer scanner etc |  |
|     |  | * Ownership of all men's watches unknown at this time. |
|     |  | <u>KEY</u>   |
|     | Question   |  |
|     | Corp Entity  |  |
|     | Kids or tagged   |  |
|     | Trust  |  |
|     | Barbara Morriss  |  |
|     | To be delivered to the Trustee   |  |
|     | Summary  |  |

EXHIBIT C

JEWELRY

MENS 18 KT YELLOW GOLD ROLEX WATCH "YATCHMASTER"

FINE ARTS

BURL WALNUT CABINET; REVERSE SERPENTINE FRONT; BOMBE SIDES; MODIFIED LIFT TOP;  
C. 1920

MUSIC BOX BY: MERMOD FRÈRES  
TO AIRES; C. 1880; ROSEWOOD CASE - AS IS

BOSENDORFER PIANO (DIV. OF KIMBALL); SERIAL #: 27355; C. 1954; 6 FT. GRAND  
PIANO; EBONY CASE

GEORGIAN BUREAU BOOKCASE; C. 1780; GLASS AS IS; EGG & DART TRIM AS IS; DOOR  
PANELS DRY CRACKS

PR. FRENCH NIGHTSTANDS; BRONZE ORMOLU TRIM; THREE DRAWERS; C. 1920; MARQUETRY

ANTIQUE WALNUT CABINET; QUEEN ANNE STYLE; QUEEN ANNE BRASSES; CABRIOLE LEG

ANTIQUE GAINSBOROUGH ARM CHAIR; MAHOGANY; REPLACEMENT/FMV THE SAME; 18TH C.

ENGLISH SLANT FRONT DESK; GEORGIAN MAHOGANY; INLAID VENEERS, FLAP AND  
INTERIOR; C. 1780; PERIOD BRASSES; REPLACED LOCKS AND ESCUTCHEONS

PERIOD QUEEN ANNE SETTEE; WALNUT SPLAT BACK; CARVED SHELL DESIGN ON TOP RAIL;  
SWAN NECK ARMS AND CABRIOLE LEGS TERMINATING IN GRACEFUL PAD FOOT; DOUBLE SEAT;

FINE ARTS CONT.

C.1726

PR. DOUBLE DOOR SIDE CABINETS; C.1920; MAHOGANY; SHERATON STLYE; BANDED DOORS;  
REEDED TAPERED COLUMNAR LEGS

MAHOGANY TALL CASE CLOCK; REPRODUCTION OF A SIMON WILLARD; MADE BY COLONIAL  
MFG.FOR THE EDISON INSTITUTE; C.1920

PR. FRENCH EMPIRE STYLE PLANT STANDS; LION HEAD TRIM; BRASS PAW FEET; MARBLE  
TOPS.

PR. ENGLISH GEORGIAN PULL-UP CHAIRS; C.1820; MAHOGANY; GOTHIC SPLAT BARREL-  
BACKED

LOT OF 4 PORCELAIN "DRESDEN" FIGURINES; GERMAN; PUTTI; PR. MALE/FEMALE FLOWER  
WENDORS; "RING AROUND THE ROSIE"

CRYSTAL CHANDELIER; FAMILY REPORTS MADE BY WATERFORD  
DIAMETER: 32"  
HEIGHT: 38"

ANTIQUE DINING ROOM TABLE; C. 1880-1920; 2 PEDESTAL SHERATON STYLE; ENGLISH  
REPRODUCTION; 4 LEAVES; 145" LONG W/ALL LEAVES; 54" WIDE; BURL WALNUT TRIM;  
CANTED CORNERS; FINISH AS IS

10 CHIPPENDALE STYLE CHAIRS; CARVED RIBBAND BACK CHAIRS; BALL AND CLAW FEET;  
C.1880; 2 ARM CHAIRS; CENTENNIALS

GEORGIAN MAHOGANY SIDEBOARD; C. 1790-1820; BOWFRONT HEPPLEWHITE WITH CENTER  
DRAWER; 2 SIDE COMPARTMENTS; ANTIQUE ENGLISH

STERLING SILVER HOLLOWWARE LOT; SALT CELLARS AND SPOONS; SALT AND PEPPER  
CASTORS; MISCELLANEOUS

SILVERPLATE HOLLOWWARE LOT

FRENCH LIMOGES PORCELAIN TABLE; C.1900

GEORGIAN MAHOGANY FLIP TOP GAME TABLE; C.1790; HEPPLEWHITE

FINE ARTS CONT.

ENGLISH WRITING DESK; GEORGIAN REPRODUCTION; MAHOGANY; LEATHER AS IS; C.1940

FRAMED OIL ON CANVAS BY ARTIST YOLANDE ARDISSONE (1927)  
SUBJECT: COTTAGES AND FLOWERS  
SIZE: 28" X 36"

AMERICAN EMPIRE GAME TABLE; MAHOGANY; FLIP TOP; C.1850

AMERICAN TAMBOUR FRONT MAHOGANY DESK; C.1840; REPRODUCTION BRASSES; AS IS  
CONDITION

FR. PORCELAIN FIGURAL LAMPS

ANTIQUÉ FRENCH UPHOLSTERED BERGERE CHAIR; C.1870

REPRODUCTION GEORGIAN MIRROR; GILT FRAME; CHIPPENDALE STYLE  
FOUR-PANEL ORIENTAL SCREEN; GOLD LEAF ON LEATHER; EARLY 20TH C.

MAHOGANY CHEST ON CHEST; C.1920; REPRODUCTION GEORGIAN STYLE; 9 DRAWER  
BOWFRONT CHEST ON CHEST WITH FRENCH STYLE BRACKET FEET; C.1940

EMPIRE FLIP TOP GAME TABLE

LOT OF CRYSTAL IN BUTLER'S PANTRY; 115 PIECES; WATERFORD; WEDGWOOD;  
FRENCH/ENGLISH STEMS

SET OF CHINA; MINTON; PATTERN: STANWOOD; SERVICE FOR 12

12 DINNER PLATES

12 DESSERT PLATES

12 CUPS

12 SAUCERS

12 BREAD AND BUTTER PLATES

12 CREAM SOUP BOWLS

12 CONSOMME BOWLS

12 UNDERPLATES

PARTIAL SET OF DRESDEN CHINA; MADE IN SAXONY

12 CONSOMME BOWLS

12 UNDERPLATES 12 DINNER PLATES

12 DESSERT PLATES

12 BREAD AND BUTTERS

PARTIAL SET LIMOGES

15 LIMOGES DINNER PLATES

4 BREAD AND BUTTER PLATES

8 DESSERT PLATES

SET OF CHINA; SPODE; PATTERN: PELOW

12 DINNER PLATES

12 BREAD AND BUTTER PLATES 8 DESSERT PLATES

12 CUPS

12 SAUCERS

10 CONSOMME BOWLS

12 UNDERPLATES

FINE ARTS CONT.

MAHOGANY PARTNER DESK

LIBRARY TABLE; MAHOGANY W/EVE WOOD BANDING; TRESTLE; DROP LEAF

FRAMED OIL ON CANVAS BY ARTIST: RICHARD BISHOP; GOLD LEAF FRAME; SIZE: 24" X 28"

FRAMED OIL ON CANVAS BY ARTIST: ARTHUR OSVER; CONTEMPORARY; WASHINGTON UNIVERSITY ARTIST

2 NORTHWEST ENGLISH LADDERBACK ARM CHAIRS

6 NORTHWEST ENGLISH LADDERBACK SIDE CHAIRS

3 PANEL PAINTED DOG SCREENS 22" X 69" /EA

ANTIQUE OAK SIDE BOARD

DINING ROOM TABLE 84" X 36"

CARVED LEAVES BLACK FOREST MIRROR 50" X 34"

CHANDELIER

BRITISH KHAKI 4 POSTER BED- STANDARD KING SIZE

DARK WOOD TV CABINET 35" X 66"

2 LAWSON CHAIRS

2 TUB CHAIRS

ANTIQUE LAP DESK ON STAND

7 ANTIQUE BIRD PRINTS

GAME TABLE WITH LEATHER TOP

ENGLISH SOFA 90"

2 LARGE ENGLISH CLUB CHAIRS

4 CHAIRS 40" HIGH

2 BRONZE LION LAMPS MOUNTED ON MARBLE BASE

2 LANCASTER LEATHER CHAIRS

LANCASTER LEATHER SOFA

BRYAN HAYNES, "COW-SCAPE", ACRYLIC ON BOARD, 16 X 60 INCHES.

G. STEEMAN, "EARLY MORNING FLIGHT", OIL ON CANVAS, 24 X 36 INCHES.

JOSEPH DE YONG, "BEST OF THE WEST", OIL ON CANVAS, 28 X 23 1/2 INCHES.

JEFFERSON BEARDSLEY, "IMMIGRANTS MAKING HOMESTEAD BY LIGHTING A PRAIRIE FIRE 1857", OIL ON CANVAS, 40 X 64 1/2 INCHES.

"LAYERS OF COLOR" 16 X 12 INCHES, BY BILLY O'DONNELL



**SHOTGUNS**

**PARKER 28 GAUGE SHOTGUN**

**BERETTA 888 ELL 12 GAUGE SHOTGUNS 2 @ \$9,300 EACH**

**BROWNING MODEL 325 12 GAUGE SHOTGUNS 2 @ \$1,800 EACH**

**BROWNING CITORI GRADE 6, 410 GAUGE SHOTGUN**

**WINCHESTER MODEL 23, 20 GAUGE SHOTGUN, SPECIAL EDITION**

**BROWNING CITORI GRADE 2, 20 GAUGE SHOTGUN**

**BEVELL SUPER BLACK EAGLE 12 GAUGE SHOTGUN**

**FRANCHI AUTOMATIC 20 GAUGE SHOTGUN**

**BROWNING CITORI FIELD GRADE 12 GAUGE/SPECIAL BRILEY TUBE SET FOR 410, 28 & 20 GA**

**PARKER DHE GRADE, 16 X 20 GAUGE 2 BARREL SHOTGUNS, LIMITED EDITION SET**

**12 GAUGE BOSS, SERIAL NUMBER 7205**

**12 GAUGE BOSS, SERIAL NUMBER 7206**

**KRIEHOFF KS2 20 GA SERIAL #80600**