

EXHIBIT “2”

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO**

In re:)	
LINDA MARIE GRAHAM)	Case No. 16-22532 CDP
SSN: XXX-XX-5532)	Chapter 7
)	
Debtor.)	

**STIPULATION FOR ALLOWANCE OF DEBTOR'S HOMESTEAD
EXEMPTION IN THE AMOUNT OF \$8,000.00**

Daniel A. Hepner, Chapter 7 Trustee for Linda Marie Graham, Victoria L. Nelson, Chapter 7 Trustee for Robert C. Graham, Ltd. and the Debtor, Linda Marie Graham, stipulate and agree as follows:

1. Linda Marie Graham ("Debtor") filed a voluntary Chapter 7 bankruptcy petition on December 31, 2016. Daniel A. Hepner is the duly appointed Chapter 7 Trustee ("Linda Graham Trustee").
2. On December 15, 2016, an Involuntary Chapter 7 Bankruptcy Petition was filed against Robert C. Graham, Ltd. f/d/b/a Rob Graham & Associates f/d/b/a Lawyers West in the United States Bankruptcy Court for the District of Nevada, Case No. BK-S-16-16655-BTB.
3. On December 21, 2016, the Nevada Bankruptcy Court entered an Order for Relief against Robert C. Graham, Ltd. effective as of December 15, 2016. On December 22, 2016, Victoria L. Nelson was appointed as the Chapter 7 Trustee for Robert C. Graham, Ltd. ("Robert C. Graham, Ltd. Trustee").
4. Robert C. Graham is the Debtor's former husband.
5. On her Schedule A, the Debtor listed real property located at 5803 Old Legacy Drive, Fort Collins, Colorado (the "Old Legacy Drive Property"). On her Schedule C, the Debtor claimed a homestead exemption in the Old Legacy Drive Property in the amount of \$75,000.00.
6. The Old Legacy Drive Property was purchased by the Debtor and Robert C. Graham on July 2, 2014. Prior to July 2, 2014, the Debtor and Mr. Graham occupied the Old Legacy Drive Property pursuant to a Lease with an option to purchase. On or about December 5, 2016, Robert C. Graham quit claimed his interest in the Old Legacy Drive Property to the Debtor.
7. The Robert C. Graham, Ltd. Trustee has alleged that Robert C. Graham used monies being held in the Trust Account of Robert C. Graham, Ltd., and which did not belong to Robert C. Graham, to make the initial payment under the Lease with option to purchase, and to close on the purchase of the Old Legacy Drive Property.

8. The Debtor asserts that she is without knowledge as to the source of funds used by Robert C. Graham to fund the Lease with option to purchase or to close on the purchase of the Old Legacy Drive Property. The Debtor has further asserted that she used \$8,000.00 of her own funds to close on the purchase of the Old Legacy Drive Property in July of 2014.

9. The Linda Graham Trustee has entered into a Contract for the Sale of the Old Legacy Drive Property.

10. In order to avoid the costs and time delay of litigation, the parties have entered into this Stipulation to resolve the Debtor's claim of a homestead exemption in the Old Legacy Drive Property.

11. In full resolution of the Debtor's claim to a homestead exemption in the Old Legacy Property, the Debtor shall be entitled to payment of the sum of \$8,000.00 from the proceeds received from the sale of the Old Legacy Drive Property. The \$8,000.00 shall be paid to the Debtor following entry of Orders approving this Stipulation in both the Robert C. Graham, Ltd. bankruptcy case and the Debtor's bankruptcy case. In the event that the appropriate Court approvals have not been received by the date that the closing of the Old Legacy Drive Property occurs, the Linda Graham Trustee shall hold such funds in a bankruptcy estate account pending entry of Orders approving this Stipulation in both the Debtor's bankruptcy case and the Robert C. Graham bankruptcy case.

12. The parties to the within Stipulation understand that it is subject to approval by the bankruptcy court after notice and opportunity for hearing, and, in the event the Court fails to approve the within Stipulation, the parties shall be released from the terms thereof and shall be free to pursue their respective rights with respect to this matter pursuant to the provisions of the Bankruptcy Code.

13. This Stipulation shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

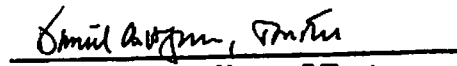
14. This Stipulation constitutes the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Stipulation.

15. This Settlement Agreement may be executed by each party separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete agreement between the parties.

16. Facsimile signatures by the parties will be regarded as valid and binding signatures of the parties.


DATED this 23 day of August, 2017.


Linda Marie Graham


Daniel A. Hepner, Chapter 7 Trustee
for Linda Marie Graham
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Victoria L. Nelson, Chapter 7 Trustee
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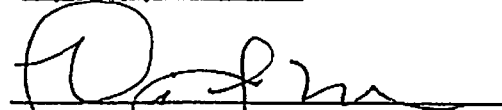
APPROVED AS TO FORM:


Steven W. Holland, #41768
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DATED this _____ day of August, 2017.

Linda Marie Graham

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