ORIGINAL

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number	FOR COURT USE ONLY
C.R. BARCLAY, TRUSTEE P.O. BOX 26099 SANTA ANA, CA 92799 (714) 415-4040 (714) 662-0801	FILED FEB 21 2006 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk
UNITED STATES BANKRUPTCY COURT **CENTRAL DISTRICT OF CALIFORNIA**	
In re: AFI HOLDING, INC. Debtor(s).	CASE NO.: LA 01-41567 VZ

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 3/21/06	**Time:** 11:00 AM
Location: 255 EAST TEMPLE STREET, COURTROOM 1368, LOS ANGELES, CA 90012	

Type of Sale: ☒ Public ☐ Private Last date to file objections: 3/7/06

Description of Property to be Sold: 1604 SAN FRANCISCO STREET, CARROLLTON, TEXAS (PARCEL # R111055)

Terms and Conditions of Sale: See attached Exhibit "A"

Proposed Sale Price: $119,000.00

Overbid Procedure (If Any): See attached Exhibit "A"

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

C.R. Barclay. Trustee
P.O. Box 26099
Santa Ana, CA 92799
Tel (714) 415-4040
Fax (714) 662-0801

Date: 2/16/06

EXHIBIT A

Property: 1604 San Francisco Street, Carrollton, Texas

I. TERMS AND CONDITIONS OF SALE

The Agreement provides as follows:

In summary, the Agreement provides as follows:

a. Purchase Price: The Buyer has agreed to pay the Debtor's bankruptcy estate a total of $119,000.00. The Buyer has tendered a deposit of $1,250.00 in the form of a check to Signature Title Company. The deposit is non-refundable in the event the Buyer cannot timely complete the sale as provided herein. The balance of purchase price, or $117,750.00, shall be deposited into escrow on or prior to the close of escrow.

b. Purchase Without Warranties: The Buyer acknowledges that she is purchasing the Property from Trustee "AS IS" without warranties or representations of any kind, express or implied, concerning the condition of the Property or the title thereto, or any other matters relating to the Property. Notwithstanding the "AS IS" nature of the sale, the agreement provides that at close of escrow the seller shall complete roof repairs at a cost not to exceed $4,000.00.

c. Acknowledgement of Trustee's Capacity: The Buyer is expressly aware and fully informed that Trustee is selling the Property in his capacity as the Chapter 7 Trustee of the bankruptcy estate of In re AFI Holding, Inc., Case No. LA 01-41567 VZ. No personal liability shall be sought or enforced against Trustee with regard to the Agreement.

d. Acknowledgement of Liability: The Buyer is expressly aware and understands the terms and conditions of the Agreement and holds the estate and the realtors, brokers, agents, Trustee (Christopher R. Barclay), and the offices of Mack/Barclay Inc., his attorneys, agents and employees harmless from any liabilities arising from the Agreement.

e. Approval of the Bankruptcy Court: The Buyer is aware that this transaction is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California.

II. OVERBID PROCEDURE

a. The bidding shall begin with the Buyer's $119,000.00 offer, subject to overbid in increments of not less than $1,000.00 with the first overbid being $120,000.00.

b. In order to participate, each prospective bidder shall deposit with the Trustee $1,250.00 (the "Deposit") payable to Christopher R. Barclay, Chapter 7 Trustee. Further, overbids must be in writing and be received by Trustee no later than two (2) court days before the hearing.

c. Overbids must be accompanied by a certified check for the amount of the Deposit, along with proof that the prospective bidder is pre-qualified for any corresponding mortgage. In the event the prospective bidder is not the successful bidder, the Deposit shall be returned to the prospective bidder at the conclusion of hearing.

d. The deposits of the successful bidder shall be non-refundable and immediately forfeit should the successful bidder fail to perform and complete the sale. Such forfeiture shall not be construed as liquidated damages but shall be deemed to be the minimum amount of damages suffered by the estate without prejudice to Trustee's or the bankruptcy estate's right to pursue further damages for any and all breaches by the successful bidder.

e. In the event the successful bidder does perform, the Deposit shall be credited to the purchase price. Trustee will accept the bid which constitutes the highest and best offer for the benefit of the bankruptcy estate and its creditors. Unless otherwise specified by each bidder, all bids shall be deemed to be on terms and conditions not less favorable to the bankruptcy estate than the terms and conditions to which the buyer has agreed to purchase the Property as set forth in this Motion. All deposits by the successful bidder shall be non-refundable and the sale shall be deemed final upon receipt of the same, subject to entry of an Order of the United States Bankruptcy Court approving the sale.