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| Attorney or Party Name, Address, Telephone and Fax Number, and CA State<br><br>Richard A. Marshack, Trustee<br>26632 Towne Centre Drive, Suite 300<br>Foothill Ranch, CA 92610<br>(949) 340-3400 Fax (949) 340-3000 | FOR COURT USE ONLY<br><br><div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">FILED</p> <p style="text-align: center; font-weight: bold; font-size: 1.5em;">JUN 18 2002</p> <p style="text-align: center; font-size: 0.8em; margin: 0;">CLERK U.S. BANKRUPTCY COURT<br/>CENTRAL DISTRICT OF CALIFORNIA<br/>Deputy Clerk</p> </div> </div> |
| <b>UNITED STATES BANKRUPTCY COURT<br/>CENTRAL DISTRICT OF CALIFORNIA</b>  | CASE NO.: SA 00-16079 RA<br><br><div style="text-align: center; font-size: 2em; font-weight: bold; margin: 10px 0;">ORIGINAL</div> <div style="text-align: right; font-size: 0.8em;">Debtor(s).</div>   |
| In re: ALICE SUE TROXCIL,   |   |

**NOTICE OF SALE OF ESTATE PROPERTY**

|                       |                   |
|-----------------------|-------------------|
| <b>Sale Date:</b> N/A | <b>Time:</b> N/A  |
| <b>Location:</b> N/A  | <b>Ctrlm:</b> N/A |

Type of Sale:     Public     Private    Last date to file objections: JULY 3, 2002

Description of Property to be Sold: ESTATE'S EQUITY IN Real Property located at:: 5211 LENA DRIVE, LA PALMA, CALIFORNIA

**Terms and Conditions of Sale:**

1. In summary, the principal terms of the Agreement is as follows:
  - a. Payment by the Debtor. In exchange for a sale of the Estate's interest in the Residence to the Debtor, Debtor shall pay the Trustee a total of Sixty Thousand Dollars and 00/100 Cents (\$60,000.00).
  - b. Property Sold "as is - where as": The Property is being sold, "as is - where as," thus the Trustee is not making any representation, warranties, either express or implied, as to the Property's condition, uses (prior, present and future), or otherwise. Moreover, the Trustee shall not warrant or represent the Property's compliance with any applicable federal, state or local environmental laws, zoning laws or applicable regulations. The Buyer shall agree that as of the close of escrow the Buyer is acquiring the Property "as is," with all faults and conditions then existing on the Property, including any hazardous substances or hazardous waste that may be located on, under or around the Property, whether know or unknown, and Buyer shall assume all responsibilities for all such faults and conditions, whether disclosed or not. Moreover, Buyer is expressly aware and fully informed that the Trustee is selling the Property in his capacity as the Chapter 7 Trustee of the Debtor's bankruptcy estate.
  - c. No Warranties Regarding Property: Concerning all paragraphs of the Sale Agreement, since the Trustee is selling the Property in his capacity as Trustee and since the Property is being sold "as is - where as," the Trustee is not making any representations or warranties concerning issues addressed in the Sale Agreement regarding the Property.
  - d. Sale Subject to Bankruptcy Court Approval. The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California, Santa Ana Division.
  - e. Acknowledgment of the Trustee's Capacity: the Buyer shall be expressly aware and fully informed that the Trustee is selling the Property exclusively in his capacity as the Chapter 7 Trustee of the Debtor's bankruptcy estate. No personal liability for costs, fees or other charges on the Trustee's part is intended, and any liability is strictly the liability of the Debtor's bankruptcy estate.
  - f. Bankruptcy Court Jurisdiction: Since the Trustee is selling the Property in his capacity as the Chapter 7 Trustee for the Debtor's bankruptcy estate and further, since the Property is property of the Debtor's bankruptcy estate,

*[Handwritten signature]* 41

the resolution of any and all disputes between the parties herein concerning the transaction shall be resolved by the United States Bankruptcy Court for the Central District of California, Santa Ana Division. Further, the Trustee has agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

Proposed Sale Price: \$60,000.00 FOR THE PURCHASE OF THE ESTATE'S EQUITY IN REAL PROPERTY.

Overbid Procedure (If Any): N/A

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

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

RICHARD A. MARSHACK, TRUSTEE  
26632 TOWNE CENTRE DRIVE, SUITE 300  
FOOTHILL RANCH, CA 92610  
(949) 340-3400 FAX (949) 340-3000  
Email: PKRAUS@MSHBLAW.COM

Date: JUNE 18, 2002