

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number Franklin C. Adams #85351 BEST BEST & KRIEGER, LLP 3750 University Avenue, #400 P.O. Box 1028 Riverside, CA 92502-1028 (909) 686-1450 (909) 686-3083	FOR COURT USE ONLY  04 JUL 26 PM 3:16 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re: DEBORAH L. ZERO and JON G. MASSE dba DEB ZERO TRUCKING aka DEBORAH L. MASSE dba DEB ZERO TRUCKING,  <div style="text-align: right;">Debtor(s).</div>	BY: _____ DEPUTY CASE NO.: RS 04-11722-DN

### NOTICE OF SALE OF ESTATE PROPERTY

<b>Sale Date:</b> August 24, 2004	<b>Time:</b> 10:30 a.m.
<b>Location:</b> #304, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale:  Public:  Private: Last date to file objections: August 10, 2004

Description of Property to be Sold: residential real property located at 2507 Via Pacifica, Corona, California ,  
legally described as follows: Lot 27 of Tract 21720 s per map in Book 172, Pages 15 through 20, inclusive of  
maps, in the Office of the County Recorder of said County (APN 112-274-027)

Terms and Conditions of Sale: See attached.

Proposed Sale Price: \$530,000.00

Overbid Procedure (If Any): See attached.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:  
 Courtroom #301, 3420 Twelfth Street, Riverside, California on June 24, 2004 at 11:00 a.m.  
 Contact Person for Potential Bidders (include name, address, telephone, fax and/or e:mail address):

Franklin C. Adams  
BEST BEST & KRIEGER, LLP  
3750 University Avenue, #400  
Riverside, CA 92501  
909-686-1450; 909-686-3083 (fax); franklin.adams@bbklaw.com

Date: 7-23-04

In Re:  
DEBORAH L. ZERO

CASE NUMBER:  
RS 04-11722-DN

**ATTACHMENT TO NOTICE OF SALE OF ESTATE PROPERTY**

**Terms and Conditions of Sale:** The Property is to be sold "as is" and "where is" without representations or warranties of any kind pursuant to California Civil Code Sections 1102-1102.13, or any other provision of California law or otherwise, except as expressly set forth pursuant to terms of the Residential Purchase Agreement and Joint Escrow Instructions and the Additional Terms to All Sales/Buyers, a true and correct copy of which is attached hereto

**Overbid Procedure:** The bidding shall begin with Buyers' \$530,000.00 offer, subject to overbid in increments of not less than \$1,000.00. That the Court approve the sale to the highest and best bidder as selected and determined by the Trustee. In order to protect the estate against the possibility that the successful bidder will ultimately fail to perform, the successful bidder shall be required to deposit with the Trustee, prior to the time of the hearing, a certified check or money order in the amount of \$20,000.00, payable to Robert S. Whitmore, Chapter 7 Trustee. In the event the buyer fails to perform within the prescribed escrow period, the deposit shall be non refundable and immediately forfeit upon such default. Further, the Trustee shall be relieved of any obligation to sell the Property to such defaulting buyer and said 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 the Trustee's or the bankruptcy estate's right to pursue further damages for any and all breaches by the successful bidder (Buyer). In the event the buyer does perform, the deposit shall be credited to the purchase price. The Trustee further requests that any potential over bidder be required to demonstrate possession of funds by submitting the deposit amount to the Trustee as a precondition to participation in the bidding.