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CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY [Signature] Deputy Clerk

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA**

In re:
Miguel Martinez

Debtor(s).

CASE NO.: RS05-16748-MG

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: JANUARY 13, 2005 **Time:** 10:00 A.M.
Location: 700 E. Tahquitz Canyon Way, #H, Palm Springs, CA 92262

Type of Sale: Public Private Last date to file objections: JANUARY 11, 2005

Description of Property to be Sold: REAL PROPERTY LOCATED AT
19370 Elena Lane, Lake Elsinore, California 92530, APN#: 370462010

Terms and Conditions of Sale: The sale is to be "as is", with all faults and without representation or warrante by the
Trustee. For additional information concerning the sale, see "Overbid Procedure."

Proposed Sale Price: \$345,000.00

Overbid Procedure (If Any): See Attachment

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):

Karl T. Anderson, Chapter 7 Trustee
700 E. Tahquitz Canyon Way, #H
Palm Springs, California 92262
(760) 778-4889

Date: December 27, 2005

OVERBID PROCEDURE:

The bidding shall begin with Buyer's \$345,000.00 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. Each prospective bidder must, prior to participating in the bid, deliver a cashier's check payable to the Trustee in the sum of \$1,000.00. Each unsuccessful bidder's check will be returned at the close of bidding. The successful bidder's check shall be retained by the Trustee. In the event the successful bidder 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.