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General Bankruptcy Counsel for John J. Menchaca, Chapter 7 Trustee

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

In re:
Guiseppe Francesco Mangano,

CASE NO.:
2:11-bk-56963-BB

Debtor(s).

THIRD AMENDED NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: October 17, 2012

Time: 10:00 a.m.

Location: Courtroom 1475, 255 E. Temple St., Los Angeles, CA 90012

Type of Sale: Public Private

Last date to file objections:
October 3, 2012

Description of Property to be Sold: Real property commonly known as 1258 S. Victoria Ave., Los Angeles, CA 90019

Terms and Conditions of Sale: See Chapter 7 Trustee's Motion for an Order: (A) Authorizing the Sale of Property of the Estate Under 11 U.S.C. section 363 Free and Clear of Liens, Claims, and Encumbrances, Subject to Higher and Better Offers; and (B) Approving the Form and Manner of Notice

Proposed Sale Price: \$485,000.00 subject to overbidding

Overbid Procedure (If Any): See Court-Approved Bidding Procedures attached hereto as Exhibit "1"

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):

Andy Kong
Arent Fox LLP
555 West Fifth Street, Los Angeles, CA 90013
Tel: (213) 629-7400 Fax: (213) 629-7401
flahaut.douglas@arentfox.com

Date: September 19, 2012

Notice of Sale of Estate Property

EXHIBIT 1

Bidding Procedures

Set forth below are the bidding procedures (the "Bidding Procedures") to be employed with respect to the prospective sale (the "Sale") by John J. Menchaca, the duly appointed chapter 7 trustee (the "Seller") of the Guiseppe Francesco Mangano bankruptcy estate (the "Estate") (Bankruptcy Case No. 2:11-bk-56963-BB), of the real property commonly known as 1258 South Victoria Avenue, Los Angeles, CA 90019 and legally described in Exhibit "A" attached hereto (the "Property") and all of Seller's and the Estate's rights appurtenant thereto.

Seller has entered into an agreement (the "Sale Agreement") for the purchase and sale of the Property with REO Investment Advisors, LLC and REO Investment Advisors III, LLC (collectively, the "Buyer"). Seller will seek entry of an order by the United States Bankruptcy Court (the "Bankruptcy Court"), among other things, authorizing and approving the Sale to Buyer or to a Qualified Overbidder (as hereinafter defined) which the Bankruptcy Court may determine to have made the highest or otherwise best offer to purchase the Property (the "Successful Over-Bidder(s)").

The Bidding Process

Seller shall (i) determine whether any person is a Qualified Overbidder, (ii) coordinate the efforts of Qualified Overbidders in conducting their respective due diligence investigations regarding the Property, (iii) receive offers from Qualified Overbidders, and (iv) negotiate any offers made to purchase the Property (collectively, the "Bidding Process"). Any person who wishes to participate in the Bidding Process must be a Qualified Overbidder. Neither Seller nor his representatives shall be obligated to furnish any information of any kind whatsoever related to the Property to any person who is not a Qualified Overbidder. Seller shall have the right to adopt such other rules for the Bidding Process which, in his reasonable judgment, will better promote the goals of the Bidding Process and which are not inconsistent with any of the other provisions hereof, Title 11 of the United States Code, or of any Bankruptcy Court order.

Participation-Bid Requirements

Unless otherwise ordered by the Bankruptcy Court for cause shown, to participate in the Bidding Process, each person (a "Potential Bidder") must deliver to Seller the following documents (the "Required Bid Documents") at least three (3) business days prior to the Auction (defined below), unless Seller waives in writing any/all of these requirements:

(a) Current financial statements or other financial information of the Potential Bidder, or, if the Potential Bidder is an entity formed for the purpose of acquiring the Property, current financial statements or other financial information of the equity holder(s) of the Potential Bidder, or such other form of financial disclosure acceptable to Seller and his advisors, demonstrating such Potential Bidder's ability to close the proposed transaction;

(b) A letter stating that the Potential Bidder's offer is irrevocable until the earlier of (x) two (2) business days after the Property has been disposed of pursuant to these Bidding Procedures, or (y) thirty (30) days after the Sale Hearing (defined below);

(c) An executed copy of a Residential Purchase Agreement: (i) acceptable in form to Seller (the "Overbid Purchase Agreement"), (ii) clearly marked to show any changes from the terms of the Sale Agreement, or (iii) on the same or more favorable terms as the Sale Agreement; provided, however, the purchase price in such proposed Overbid Purchase Agreement must be at least \$495,000;

(d) A good faith deposit (the "Good Faith Deposit") in the form of a certified check (or other form acceptable to Seller in his sole discretion) payable to the order of Seller (or such other party as Seller may determine to hold such funds in escrow) in an amount equal to \$20,000; and;

(e) Written evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction satisfactory to Seller in his sole discretion. Seller will consider a bid only if the bid is on terms that are not conditioned on obtaining financing.

A Qualified Overbidder is a Potential Bidder that delivers the documents described in subparagraphs (a), (b), (c), (d), and (e) above, whose financial information demonstrates the financial capability of the Potential Bidder to consummate the Sale, and that Seller determines is reasonably likely (based on the availability of financing, experience and other considerations) to submit a *bona fide* offer and to be able to consummate the Sale if selected as the Successful Over-Bidder(s).

Within two (2) business days after a Potential Bidder delivers all of the materials required by subparagraphs (a), (b), (c), (d), and (e) above, Seller shall determine, and shall notify the Potential Bidder in writing, whether the Potential Bidder is a Qualified Overbidder.

The Buyer's offer set forth in the Sale Agreement and any overbid by Buyer is also a "Qualified Bid" herein.

Due Diligence

Seller may afford each Qualified Overbidder reasonable due diligence access to the Property. Seller will designate an appropriate representative to coordinate all reasonable requests for additional information and due diligence access for such bidders. Seller shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined herein). Neither Seller nor any of his representatives are obligated to furnish any information relating to the Property to any person except to a Qualified Overbidder who provides the Required Bid Documents. Potential Bidders are advised to exercise their own discretion before relying on any information regarding the Property provided by anyone other than Seller or his representatives.

Bid Deadline

A Qualified Overbidder that desires to make a bid shall deliver a written copy of his/her/its bid to Seller's counsel, Andy S. Kong, Esq. of Arent Fox LLP at 555 West Fifth Street, 48th Floor, Los Angeles, California 90013 (fax: 213-629-7401; email: kong.andy@arentfox.com) **on or before 4:00 p.m. PST on October 15, 2012**. Seller may extend such deadline in his sole discretion (such deadline, including such extension, the "Bid Deadline"). In addition to the above-referenced extension, Seller may extend the Bid Deadline once or successively, but he is not obligated to do so.

"As Is, Where Is"

The Sale of the Property shall be on an "As Is, Where Is" basis and without representations or warranties of any kind, nature, or description by Seller, his agents or the Estate except to the extent set forth in the Overbid Purchase Agreement of the Successful Over-Bidder as accepted by Seller and approved by the Bankruptcy Court. Except as otherwise provided in the Sale Agreement or an Overbid Purchase Agreement acceptable to Seller, and approved by the Bankruptcy Court, all Seller's and the Estate's rights, title and interests in and to the Property shall be sold free and clear of all pledges, liens, security interests, encumbrances, claims,

charges, options and interests thereon and there against (collectively, the “Interests”) in accordance with 11 U.S.C. §§ 363 and 365, with such Interests to attach to the net proceeds of the Sale of the Property.

Each Potential Bidder shall be deemed to acknowledge and represent he/she/it has had an opportunity to inspect and examine the Property and to conduct any and all due diligence regarding the Property prior to making his/her/its offer; that he/she/it has relied solely upon his/her/its own independent review, investigation and/or inspection of any documents and/or assets in making his/her/its bid; and that he/she/it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Property, or the completeness of any information provided in connection therewith or the Auction (as defined below), except as expressly stated in these Bidding Procedures or, as to the Successful Over-Bidder, the Sale Agreement or the Overbid Purchase Agreement.

Sale Hearing and Auction

After all Qualified Bids have been received, Seller shall conduct an auction (the “Auction”) for the Property. Such Auction shall take place in Court on **October 17, 2012, commencing at 10:00 a.m.** Only a Qualified Overbidder who has submitted a Qualified Bid will be eligible to participate at the Auction. At such Auction, Buyer and Qualified Overbidders will be permitted to increase their bids. Based upon the terms of the Qualified Bids received, the level of interest expressed as to the Property and such other information as Seller determines is relevant, Seller, after reasonable efforts to consult with interested parties, shall conduct an Auction in the manner designed to result in the highest or otherwise best offer for the Property including, but not limited to (i) setting subsequent bid amounts in \$5,000 increments or such other amounts as the Bankruptcy Court may order provided however, that the initial overbid by a Qualified Bidder must be \$10,000 and (ii) providing for such additional procedural rules that Seller determines, subject to Bankruptcy Court approval, to be reasonable under the circumstances for conducting the Auction.

Upon conclusion of the Auction, Seller shall (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the speed and certainty of consummating the Sale and (ii) identify the highest and otherwise best offer (the “Successful Over-Bid”). At the Sale Hearing, Seller shall present to the Bankruptcy Court for approval, the Successful Over-Bid and any backup bids. Subject to Bankruptcy Court approval, Seller may adopt rules for the Bidding Process that are not inconsistent with any of the provisions of the Bankruptcy Code, Bankruptcy Rules, any Bankruptcy Court order, or these Bidding Procedures.

The sale hearing (the “Sale Hearing”) shall take place immediately following the Auction. The Sale Hearing may be adjourned or rescheduled without notice by an announcement of the adjourned date of the Sale Hearing. At such Sale Hearing, Seller shall present the Successful Over-Bid to the Bankruptcy Court for approval. Following the Sale Hearing approving the Sale of the Property to a Successful Over-Bidder, if such Successful Over-Bidder fails to consummate an approved sale because of a breach or failure to perform on the part of such Successful Over-Bidder, (a) he/she/it will forfeit his/her/its Good Faith Deposit to Seller and Seller may pursue any and all of his options at law and in equity with respect to such breach and (b) the next highest or otherwise best Qualified Bid, as disclosed at the Sale Hearing, shall be deemed to be the Successful Over-Bid and Seller shall be authorized to effectuate such sale without further order of the Bankruptcy Court or (c) Seller may reschedule for a later date and time, another auction for the Property.

Acceptance of Qualified Bids

Seller presently intends to sell the Property to Buyer or the highest or otherwise best Qualified Overbidder. Seller's presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute Seller's acceptance of such bid. Seller will be deemed to have accepted a bid only when the bid has been approved by an order of the Bankruptcy Court.

Return of Good Faith Deposit

Within five (5) business days after the entry by the Bankruptcy Court approving the Sale of the Property to the Successful Over-Bidder, any Good Faith Deposits submitted by Qualified Bidders shall be returned, along with interest accrued thereon, except for the Good Faith Deposit of the Successful Over-Bidder (and except with respect to any Qualified Bidder willing to serve as a back-up bidder), in which case the Good Faith Deposit will be applied to the purchase price for the Property, and except with respect to any bidder that forfeits his/her/its Good Faith Deposit. In the event a back-up bidder is selected and agrees to be designated as such, that Qualified Bidder's Good Faith Deposit shall continue to be held until the time the sale to the Successful Over-Bidder closes or the back-up bidder becomes the Successful Over-Bidder, at which time the Good Faith Deposit will be applied to the final purchase price.

Modifications

Seller may (a) determine, in his business judgment, which Qualified Bid, if any, is the highest or otherwise best offer; and (b) reject at any time before the entry of an order of the Bankruptcy Court approving a Qualified Bid, any bid that, in Seller's reasonable discretion is (i) inadequate or insufficient, (ii) not in conformity with the conditions of sale, or (iii) contrary to the best interests of Seller, the Estate and/or its creditors. At or before the Sale Hearing, Seller may impose such other terms and conditions as he may determine to be in the best interest of Estate, its creditors and/or other parties in interest, provided that any such other terms or conditions are approved by the Bankruptcy Court.

EXHIBIT A

File No: 112083248

EXHIBIT "A"

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 15 OF OXFORD SQUARE, IN CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12, PAGE 141 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

ASSESSOR'S PARCEL NUMBER: 5082-024-003

In re Guiseppe Francesco Mangano, Debtor(s).	CHAPTER: 7 CASE NO.: 2:11-bk-56963-BB
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NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on a CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

ARENT FOX LLP
 555 West Fifth Street, 48th Floor
 Los Angeles, CA 90013-1065

A true and correct copy of the foregoing document described as **THIRD AMENDED NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d), and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”) - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) (“LBR”), the foregoing document will be served by the court via NEF and hyperlink to the document. On **September 19, 2012**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addressed indicated below:

Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):
 On **September 19, 2012**, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follow. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method) by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

September 19, 2012 MANDI SANDSTROM /s/ Mandi Sandstrom
 Date Type Name Signature

Notice of Sale of Estate Property

In re Guiseppe Francesco Mangano Debtor(s).	CHAPTER: 7 CASE NO.: 2:11-bk-56963-BB
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ADDITIONAL SERVICE INFORMATION (if needed):**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

Andy Kong on behalf of Plaintiff John J. Menchaca
Kong.Andy@ArentFox.com

John J Menchaca (TR)
igaeta@menchacacpa.com, ca87@ecfbis.com;igaeta@menchacacpa.com

Aram Ordubegian on behalf of Plaintiff John J. Menchaca
ordubegian.aram@arentfox.com

United States Trustee (LA)
ustpregion16.la.ecf@usdoj.gov

Edward T Weber on behalf of Interested Party Courtesy NEF
bknotice@rcolegal.com

In re Guiseppe Francesco Mangano Debtor(s)	CHAPTER: 7 CASE NO.: 2:11-bk-56963-BB
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2. SERVED BY UNITED STATES MAIL:

Honorable Sheri Blubond United States Bankruptcy Court 255 E. Temple Street, Suite 1482 Los Angeles, CA 90012	Giuseppe Francesco Mangano 3717 S La Brea Ave., #143 Los Angeles, CA 90016	United States Trustee 725 S Figueroa St., 26th Floor Los Angeles, CA 90017
Employment Development Dept. Bankruptcy Group MIC 92E P.O. Box 826880 Sacramento, CA 94280-0001	Franchise Tax Board Bankruptcy Section MS: A-340 P.O. Box 2952 Sacramento, CA 95812-2952	Los Angeles City Clerk P.O. Box 53200 Los Angeles, CA 90053-0200
Menchaca & Company LLP 835 Wilshire Blvd Suite 300 Los Angeles, CA 90017-2655	Neiman Realty, Inc. 14205 Collins St Sherman Oaks, CA 91401-4610	Capital One Bank PO Box 71803 Charlotte, NC 28272-1083
Capital One Bank (USA), N.A. PO Box 248839 Oklahoma City, OK 73124-8839	Discover Financial Services LLC PO Box 3025 New Albany, OH 43054-3025	Discover Bank DB Servicing Corporation PO Box 3025 New Albany, OH 43054-3025
Eve Kathrine Levitt c/o attorney Seymour M Rose Esq. 2819 Crow Canon Rd, Suite 103 San Ramon, CA 94583-1656	Eve Katherine Mangano PO Box 4003 Culver City, CA 90231-4003	Internal Revenue Service Centralized Insolvency Operations PO Box 7346 Philadelphia, PA 19101-7346
JP Morgan Chase Home Finance PO Box 24696 Columbus, OH 43224-0696	John J Menchaca (TR) 835 Wilshire Blvd., Suite 300 Los Angeles, CA 90017-2655	Discover PO Box 3008 New Albany, OH 43054-3008
Internal revenue service PO Box 7125 San Francisco, CA 94120-7125	Union Oil Company of California c/o The Prentice-Hall Corporation System, Inc. 2710 Gateway Oaks Dr, Ste 150N Sacramento, CA 95833	Chase Manhattan Mortgage Corp. c/o CT Corporation System 818 W Seventh Street Los Angeles, CA 90017
Northwest Trustee Services, Inc. c/o CT Corporation System 818 W Seventh Street Los Angeles, CA 90017	Restore – Renewal Center for Women, Inc. c/o Toleda Frazier 7816 Crenshaw Blvd Los Angeles, CA 90043	Jan Neiman Neiman Realty, Inc. 14205 Collins Street Sherman Oaks, CA 91401
Eve K. Mangano PO BOX 4003 Culver City, CA 90231	T.D. Service Financial Corporation Attn: Mark Crofford 4000 W. Metropolitan Drive, Suite 400 Orange, CA 92868	Crossland Mortgage Corp. Attn: The Prentice-Hall Corporation System, Inc. 2710 Gateway Oaks Drive, Ste 150N Sacramento, CA 95833
TD Service Company 4000 W. Metropolitan Drive, Suite 400 Orange, CA 92868	Securities Exchange Commission 5670 Wilshire Boulevard, 11 th Floor Los Angeles, CA 90036	Los Angeles County Tax Collector PO Box 54110 Los Angeles, CA 90051-0110