Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Joseph E. Caceres, Esq. (SBN 169164) Charles Shamash, Esq. (SBN 178110) Caceres & Shamash, LLP 8200 Wilshire Boulevard, Suite 400 Beverly Hills, California 90211 Telephone: (310) 205-3400 Facsimile: (323) 878-8308 Email: jec@locs.com ☐ *Individual appearing without attorney* ☒ *Attorney for:* Wesley H. Avery, Chapter 7 Trustee	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:	CASE NO.: 2:12-bk-44548-TD CHAPTER: 7
JEFFREY MORGAN, Debtor(s).	***Amended*** **NOTICE OF SALE OF ESTATE PROPERTY** (Sale Date/Hearing Rescheduled from 8/21/13 to 8/22/13)

Sale Date: 08/22/2103	**Time:** 10:00 am
Location: U.S. Bankruptcy Court, Roybal Federal Building, 255 E. Temple Street, Los Angeles, CA 90012	

Type of Sale: ☒ Public ☐ Private **Last date to file objections**: 08/08/2013

Description of property to be sold:
SINGLE FAMILY RESIDENCE LOCATED AT 1413 QUEENS RD., LOS ANGELES, CA 90069

Terms and conditions of sale:
SEE ATTACHED NOTICE OF MOTION AND MOTION FOR ORDER AUTHORIZING SALE OF REAL PROPERTY FREE AND CLEAR OF LIENS, CLAIMS AND INTEREST, SUBJECT TO OVERBID, AND EXHIBITS THERETO

Proposed sale price: $ 2,000,000.00

Overbid procedure (*if any*):

SEE ATTACHED MOTION, PAGES 5-6, SECTION II(D) FOR EXACT OVERBID PROCEDURES

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

Date: August 22, 2013
Time: 10:00 a.m.
Ctrm: 1345
U.S. Bankruptcy Court, Roybal Federal Building
255 E. Temple Street
Los Angeles, CA 90012

Contact person for potential bidders (*include name, address, telephone, fax and/or email address*):

Derek Andrews
Keller Williams Realty of Beverly Hills
439 N. Canon Drive, Penthouse
Beverly Hills, CA 90210
Phone: (310) 432-6400
Fax: (310) 432-6401
Email: derekandrews@kw.com

Or you may contact counsel for Chapter 7 Trustee Wesley H. Avery as set forth in the upper left hand corner of the first page of this document.

Date: 07/30/2013

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Joseph E. Caceres, Esq. (SBN 169164) Charles Shamash, Esq. (SBN 178110) Caceres & Shamash, LLP 8200 Wilshire Boulevard, Suite 400 Beverly Hills, California 90211 Telephone: (310) 205-3400 Facsimile: (323) 878-8308 Email: jec@locs.com ☐ *Individual appearing without attorney* ☒ *Attorney for:* Wesley H. Avery, Chapter 7 Trustee	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:	CASE NO.: 2:12-bk-44548-TD CHAPTER: 7
JEFFREY MORGAN, Debtor(s).	**NOTICE OF MOTION FOR:** CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SALE OF REAL PROPERTY, FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS, SUBJECT TO OVERBID; DECLARATIONS OF WESLEY H. AVERY AND DEREK ANDREWS IN SUPPORT THEREOF (***Specify name of Motion***) DATE: 08/21/2013 TIME: 10:00 am COURTROOM: 1345 PLACE: U.S. Bankruptcy Court, Roybal Federal Building 255 E. Temple Street Los Angeles, CA 90012

1. TO (*specify name*): DEBTOR, ALL CREDITORS, AND OTHER INTERESTED PARTIES:

2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.

3. **Your rights may be affected**. You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.

5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 07/24/2013

Caceres & Shamash, LLP
Printed name of law firm

/s/ Joseph E. Caceres
Signature

Joseph E. Caceres, Esq.
Printed name of attorney

Joseph E. Caceres, Esq. (SBN 169164)
Charles Shamash, Esq. (SBN 178110)
Caceres & Shamash, LLP
8200 Wilshire Boulevard, Suite 400
Beverly Hills, California 90211
Telephone: (310) 205-3400
Facsimile: (323) 878-8308

General Counsel for Wesley H. Avery,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re JEFFREY MORGAN, Debtor and Debtor-In-Possession.	Case No. 2:12-bk-44548-TD Chapter 7 **CHAPTER 7 TRUSTEE'S MOTION FOR ORDER AUTHORIZING SALE OF REAL PROPERTY, FREE AND CLEAR OF LIENS, CLAIMS, AND INTERESTS, SUBJECT TO OVERBID; DECLARATIONS OF WESLEY H. AVERY AND DEREK ANDREWS IN SUPPORT THEREOF** *[Re Property Located at: 1413 Queens Rd., Los Angeles, CA 90069]* Date: August 21, 2013 Time: 10:00 a.m. Ctrm: 1345 255 E. Temple Street Los Angeles, CA 90012

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TO THE HONORABLE THOMAS B. DONOVAN, UNITED STATES BANKRUPTCY JUDGE, THE UNITED STATES TRUSTEE, AND ALL CREDITORS AND INTERESTED PARTIES:

Wesley H. Avery, the Chapter 7 Trustee ("Trustee") for the bankruptcy estate of Jeffrey Morgan ("Debtor") hereby submits his Motion for Order Authorizing Sale of Real Property, Free and Clear of Liens, Claims & Interests, Subject to Overbid (the "Sale Motion"), pursuant to 11 U.S.C. § 363(b) and (f). In support thereof, the Trustee respectfully submits the following:

MEMORANDUM OF POINTS AND AUTHORITIES

I.

BACKGROUND FACTS

1. The Debtor filed his voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on October 12, 2012. The case was thereafter converted to Chapter 7 by order entered May 9, 2013 following a hearing on the United States Trustee's Motion Under 11 U.S.C. § 1112(b)(1) to Convert, Dismiss, or Appoint a Chapter 11 Trustee. The United States Trustee thereafter appointed Wesley H. Avery as Chapter 7 Trustee for the Estate. See attached Declaration of Wesley H. Avery ("Avery Decl."), ¶ 2 and Exhibit "1" thereto (true and correct copy of Court's docket).

2. In his Schedule A filed on October 12, 2012, the Debtor listed a residential real property located at 1413 Queens Rd., Los Angeles, CA 90069 (the "Queens Rd. Property" or "Property"), which he valued at $2,182,346.00 with $1,516,444.00 in alleged liens. See Avery Decl., ¶ 3, and Exhibit "2" thereto (true and correct copy of Schedule A).

3. On or about May 15, 2013, the Trustee listed the Queens Rd. Property with Keller Williams Realty of Beverly Hills ("KWBH"), and the Trustee's Application to Employ KWBH was filed on May 21, 2103. No objections were filed thereto, and the Court's Order Granting Application of Wesley H. Avery, Chapter 7 Trustee, to Employ KWBH as Real Estate Broker for the Estate was entered on June 18, 2013, effective as of May 15, 2013. *See* Avery Decl., ¶ 4, and Exhibit "3" thereto (true and correct copy of Broker Employment Order). See also Declaration of

Derek Andrews ("Andrews Decl."), ¶ 2.

4. The Trustee has now received a substantial offer to purchase the Queens Rd. Property for a sales price of $2,000,000.00 as set forth in Section II.B. below. This will allow the estate to receive net proceeds of approximately $240,000.00 or more from the sale, as set forth in more detail in Section II.C. below. See Andrews Decl., ¶ 3; see also Avery Decl., ¶ 5.

II.

THE PROPOSED SALE

A. Employment of Broker and Marketing

As stated above, on June 18, 2013 the Order approving the Trustee's Application to Employ KWBH as Real Estate Broker for the Estate ("Broker") was entered, effective as of May 15, 2013. See Exhibit "3" (copy of Order). Pursuant thereto, Broker listed the Queens Rd. Property on the multiple listing service, marketed and showed the property on behalf of the estate to multiple parties, and elicited the written offer described below. See Avery Decl. ¶ 6; see also Andrews Decl., ¶ 4.

B. The Sale Agreement

A copy of the Purchase Agreement, along with Counter Offer No. 1 and the Trustee's Addendum A, for the sale of the Queens Rd. Property (collectively, the "Queens Rd. Purchase Agreement"), is attached hereto as Exhibit "4." See Avery Decl., ¶ 7; see also Andrews Decl., ¶ 5. As set forth therein, the Trustee has agreed to sell the Queens Rd. to Revilo Investments, LLC ("Revilo" or "Buyer"), for $2,000,000.00 (the "Sales Price"). Id.

As set forth in Counter Offer No. 1 and Addendum A, accepted by both sides, the sale is all-cash with no loan contingency, subject to court approval and overbid, and the property is being sold as-is, without warranties or disclosures. See Avery Decl., ¶ 7 and Exhibit "4" thereto. See also Andrews Decl., ¶ 5. As further detailed below, since the sale is subject to overbid, the Trustee also seeks authority to sell to the highest qualified overbidder if there is one, or to the next highest bidder(s) should Buyer or any overbidder default on the purchase, without the necessity of further notice or Court order. Id.

The Trustee has no previous relationship with and is wholly unrelated to Buyer, and

Trustee believes that Buyer is not in any way associated with Debtor, the estate, or any of the professionals employed by the estate, other than as the offeror and prospective Buyer herein. All discussions with the Buyer were conducted at arms-length, in good faith, and without collusion, and neither buyer nor seller have engaged in any conduct that cause or permit the agreement or the transaction contemplated herein to be invalidated under 11 U.S.C. § 363(n). Moreover, the offer was delivered by a different broker (Rodeo Realty) other than Trustee's broker (KWBH). See Avery Decl., ¶ 8; see also Andrews Decl., ¶ 6. Finally, the offer which is the subject of this motion is the highest and best offer received by the Trustee to date. Id.

C. Proposed Treatment of Liens and Request for Authorization Pay Necessary Costs Through Escrow; With Net Proceeds to Estate

While the Trustee reserves any and all rights regarding liens asserted against the Queens Rd. Property, known asserted liens on the property include the following, pursuant to the preliminary title report attached here to as Exhibit "5" as well as the documents referred to below:

1. A judgment for child support recorded September 24, 1994 in the original amount of $6,080.00. Trustee is informed and believes that this judgment is for a different Jeffrey Morgan, not the Debtor, pursuant to information received from the Debtor;
2. Delinquent property taxes in favor of the Los Angeles County Tax Collector ("Tax Collector") in the estimated amount of approximately $11,966.84, as set forth in Exhibit "6" hereto (proof of claim filed 2/20/13 by Tax Collector);
3. A first trust deed in favor of U.S. Bank ("USB"), in the estimated amount of approximately $1,048,210.00, as set forth in Exhibit "7" hereto (Debtor's Schedule D); and
4. A second trust deed in favor of Bank of America, N.A. ("BOA"), in the estimated amount of approximately $485,983.27, as set forth in Exhibit "8" hereto (proof of claim filed 11/6/12 by BOA).

As can be seen from the foregoing, liens to be paid total approximately $1,546,160.11 (likely closer to $1,600,000.00 due to non-payment of mortgage by Debtor during case). Costs of sale are estimated at $160,000.00, or 8% of the purchase price of the Queens Rd. Property. As

such, and subject to refinement of the above figures and the overbid process which could generate additional proceeds, the net proceeds from the sale of the property under the Queens Rd. Purchase Agreement after payment of liens and closing costs are expected to be in the vicinity of $240,000 ($2,000,000.00 - apx. $1,600,000.00 liens - apx. $160,000.00 costs of sale). See Avery Decl., ¶ 9; see also Andrews Decl., ¶ 6.[1]

The Trustee requests authority to pay the above noted lien(s) through escrow, along with ordinary costs such as prorated taxes, title fees, escrow fees, and broker commissions, upon close of escrow. In the meantime, pending the Trustee's review of the claims and charges asserted by any lien, claim, or interest that may be asserted, the Trustee would reserve the right to request that up to all net proceeds of the sale after payment of ordinary and reasonable costs be paid over to the Trustee, to be held in a segregated account, with liens to attach to the proceeds of sale to the same extent, validity, and priority with which they attached to the property, as adequate protection under 11 U.S.C. § 363(e). To effectuate this procedure, the Trustee respectfully requests that the Court authorize him to instruct escrow to pay any undisputed amounts of said liens to the respective claimants, while reserving any disputed amounts pending further Court order or agreement with the affected lienholder(s), if any. See Avery Decl., ¶ 9.

D. Proposed Overbid Procedures/Competing Offers

The Trustee proposes the following overbid procedures be used at the hearing on the Sale Motion (the "Hearing") for the purpose of considering bids:

1. Each potential bidder (other than Buyer Revilo) in order to qualify as a bidder at the Hearing, shall

   a. at least five (5) days prior to the Sale Hearing, present to Trustee's Broker a cashier's check in the amount of three percent (3%) of the proposed total purchase price (the "Earnest Money Deposit") made payable to the Wesley H. Avery, As Trustee for the Bankruptcy Estate of Jeffrey Morgan. Trustee shall return the Earnest Money Deposit if he accepts the bid of another bidder;

[1] According to information provided by the Debtor, he purchased the Queens Rd. Property for $1,650,000 in 2004. As such, it does not appear that there will be any capital gains taxes from the sale of the Property once the Debtor's $500,000 tax exemption is taken into account. See Exhibit "9" hereto (true and correct copy of first page of Debtor's Real Property Questionnaire submitted to U.S. Trustee.

b. at least five days prior to the Sale Hearing, present to Trustee's Broker a completed and executed written offer to purchase signed by the bidder that contains terms and conditions that are, in the Trustee's business judgment, substantially similar or superior to the terms and conditions of the offer by Buyer generally described above and specifically contained in the Queens Rd. Purchase Agreement and related documents, such as Counter Offer No. 1 and Addendum A, collectively attached hereto as Exhibit "4";

c. at least five days prior to the Sale Hearing, offer proof to Trustee's Broker that the bidder has the financial ability to pay the balance of any bid made by such bidder, such proof to be deemed acceptable or unacceptable by the Trustee in his sole discretion, subject to approval by the Court; and

d. attend the Hearing; and

2. The initial overbid shall be a total of at least $2,010,000.00, i.e., ten thousand dollars ($10,000.00) more than the Sales Price, and all additional/subsequent overbids must be made in minimum increments of ten thousand dollars ($10,000.00); and

3. Whether the Buyer or an overbidder is declared the winning bidder at the Sale Hearing (the "Winning Bidder"), such Winning Bidder shall have fourteen (14) days from entry of the order approving the sale to close escrow, as the Queens Rd. Purchase Agreement provides for close of escrow in 14 days. If the Winning Bidder fails to close escrow within said fourteen (14) day period, the Trustee may cancel the escrow via written instructions to escrow. In such a case the Winning Bidder shall forfeit its Earnest Money Deposit unless the Trustee is unable to perform under the Queens Rd. Purchase Agreement, and escrow shall remit said Earnest Money Deposit to the Trustee upon demand by the Trustee. However, in his sole and absolute discretion the Trustee may, but is not required to, extend the escrow closing period by written instructions to escrow, so as to allow the sale to the Winning Bidder to close.

Trustee also requests approval of an alternate bidder should the Winning Bidder (whether original Buyer Revilo or an overbidder) fail to close the sale within fourteen (14) days from entry of the order approving the sale.

The Trustee believes these overbid procedures are reasonable and appropriate for purposes of achieving the estate's goals of maximizing the net proceeds of the sale, and should be approved by the Court at the Sale Hearing in conjunction with approval of the sale.

E. Good Faith Finding

As set forth in Section II.B. above, the Trustee has no previous relationship with and is wholly unrelated to Buyer, and Trustee believes that Buyer is not in any way associated with Debtor, the estate, or any of the professionals employed by the estate, other than as the offeror and prospective Buyer herein. All discussions with Buyer were conducted at arms-length. All discussions with Buyer were conducted in good faith, without collusion, and at arms-length, and neither Buyer nor seller have engaged in any conduct that cause or permit the agreement or the transaction contemplated herein to be invalidated under 11 U.S.C. § 363(n). Moreover, the purchase offer on the real property by Buyer arose out of the marketing and advertising of the Queens Rd. Property by Trustee's broker, and was delivered by a different broker (Rodeo Realty) other than Trustee's broker (KWBH). Finally, the offer which is the subject of this motion is the highest and best offer received to date with regard to the Queens Rd. Property. Hence, Debtor believes that the Court should find that Buyer is a good-faith purchaser within the meaning of 11 U.S.C. § 363(m).

III.

ARGUMENT

A. Section 363(b)(1) of the Bankruptcy Code Permits the Trustee to Sell Property of the Estate Other Than in the Ordinary Course of Business

11 U.S.C. § 363(b)(1) provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." The standard to be applied in determining whether a sale under § 363(b)(1) should be approved is whether sound business reasons support the sale outside the ordinary course of business. In re Walter, 83 B.R. 14, 19 (9th Cir. 1988); In re Lionel Corp., 722 F.2d 1063, 1066 (2nd Cir. 1983). The Debtor's exercise of its sound business judgment in the use, sale, or lease of property is subject to great deference. In re Moore, 110 B.R. 924 (C.D. Cal. 1990). Moreover, the Court has broad discretion

with respect to matters under Section 363(b). Big Shanty Land Corporation v. Comer Properties, Inc., 61 B.R. 272, 278 (Bankr. N.D. Ga. 1985).

Here, sound business reasons support the sale to Buyer Revilo or a qualified overbidder as the Trustee believes that the sale will allow the Estate to pay off all liens against the Queens Rd. Property and generate significant unencumbered cash for the estate. Moreover, the offer which is the subject of this motion is the highest and best offer received with regard to the property. Accordingly, it is the Trustee's Business Judgment that the Queens Rd. Property should be sold as proposed in this motion. Obviously, if there are qualified overbids at the hearing, the price and benefit to the estate will be even higher.

Based on the foregoing, Trustee believes that the proposed sale is in the best interests of creditors and the estate, and should be approved.

B. The Court Should Approve the Sale Free and Clear of Liens Pursuant to Section 363(f), as all Valid Liens Will Either Be Paid in Full Through the Consummated Sale Process, or will Consent to the Sale

11 U.S.C. § 363(f) allows a trustee to sell a property "free and clear" of liens and interests.[2] Section 363(f)(2) permits a sale free and clear of liens when the lienholder consents, Section 363(f)(3) permits a sale free and clear of liens when the price at which the sale will occur is greater than the amount of all liens, and Section 363(f)(5) permits a sale free and clear of liens when the lienholder could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.[3]

Here, Trustee believes that the sale price of $2,000,000.00 for the Queens Rd. Property is fair and reasonable and will allow him to consensually satisfy all secured debt on the property, plus generate unencumbered cash for the Estate. Hence, the Court should approve the sale under

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[2]This section provides that "[t]he trustee may sell property under subsection (b) or © of this section free and clear of any interest in such property of an entity other than the estate, only if - (1) applicable nonbankruptcy law permits sale of such property free and clear of such interest; (2)such entity consents; (3) such interest is a lien and the price at which such property is sold is greater than the aggregate value of all liens on such property; (4) such interest is in bona fide dispute; or (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest."

[3]The standards which must be met under § 363(f) for a sale free and clear of liens are in the disjunctive. Hence, if any one of the standards is met, a sale free and clear should be permitted. In re Red Oaks Farms, Inc., 36 B.R. 856, 858 (Bankr. W.D. Neb. 1984).

11 U.S.C. §§ 363(f)(2) and (f)(3), free and clear of liens, as Trustee believes all secured creditors will consent to the sale or will receive payment in full. Each outcome supports a sale free and clear of liens. Clear Channel Outdoor, Inc. v. Knupfer (In re PW, LLC), 391 B.R. 25, 33-34 (B.A.P. 9th Cir. 2008).

C. The Court Should Make a Finding That the Buyer is a Good-Faith Purchaser Pursuant to Section 363(m) of the Bankruptcy Code

If the Court finds that a purchaser/lessee acted in good faith, the purchaser/lessee is protected from the effects of any reversal or modification on appeal of the authorization to sell or lease unless appellant obtains a stay pending appeal of such authorization to sell or lease. 11 U.S.C. § 363(m). Several courts have addressed the issue of what constitutes "good faith" in this context. See, e.g., In re Ewell, 958 F.2d 276, 281 (9th Cir. 1992)(good faith purchaser is one who buys in good faith and for value; lack of good faith generally shown by fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders); In re Burgess, 246 B.R. 352 (8th Cir. B.A.P. 2000)(lack of good faith may be shown by misconduct surrounding the sale, including collusion between the purchaser and bidders or the trustee or taking unfair advantage of other bidders); Kham and Nate's Shoes No. 2 v. First Bank, 908 F.2d 1351, 1355 (7th Cir. 1990)("[t]he purpose of Section 363(m) is to disable courts from backtracking on promises with respect to bankruptcy sales in the absence of bad faith").

Here, the purchase offer on the real property by Buyer arose out of the marketing and advertising of the Queens Rd. Property by Trustee's broker, and was delivered by a different broker (Rodeo Realty) other than Trustee's broker (KWBH). As stated above, Trustee has no previous relationship with and is wholly unrelated to Buyer, and Trustee believes Buyer is not in any way associated with Debtor, the estate, or any of the professionals employed by the estate, other than as the offeror and prospective Buyer herein. All discussions with Buyer were conducted at arms-length, in good faith, and without collusion, and neither Buyer nor seller have engaged in any conduct that cause or permit the agreement or the transaction contemplated herein to be invalidated under 11 U.S.C. § 363(n). Moreover, the offer which is the subject of this motion is the highest and best offer received with regard to the Queens Rd. Property. Finally, the

sale is subject to overbid, and notice of the motion is being served on all creditors and interested parties. Hence, Trustee requests that the Court make a finding that Buyer or a qualified successful overbidder is a good-faith purchaser within the meaning of Section 363(m).

D. The Court Should Waive the Automatic 14-Day Stay of Federal Rule of Bankruptcy Procedure 6004(h)

Fed.R.Bankr.Proc. 6004(h) provides as follows:

> (h) Stay of order authorizing use, sale, or lease of property. An order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, *unless the court orders otherwise* (emphasis added).

The Advisory Committee Note to this rule states that its purpose is "...to provide sufficient time for a party to request a stay pending appeal of an order authorizing the use, sale, or lease of property under § 363(b) of the Code before the order is implemented." In re Quanalyze Oil & Gas Corp., 250 B.R. 83, 88 (Bankr. W.D. Tx. 2000). The Quanalyze court further elaborated on the underpinnings of the rule, stating that "[t]he Advisory Committee Note says that Rule 6004(g) is designed to facilitate an objecting party's ability to obtain a stay pending *appeal*, thereby eliminating what had been the somewhat unseemly practice of chapter 11 debtors or bankruptcy trustees rushing to close a sale before an anticipated objecting party could get a court to enter a stay order." Id.

Notwithstanding the foregoing, the Court may, in its discretion, order that Rule 6004(h) is not applicable so that the property may be used, sold, or leased immediately in accordance with the order entered by the court, as set forth in the last phrase of the rule itself ("...unless the court orders otherwise..."). Trustee submits that the Court should exercise its discretion to waive the 14-day stay in this case in order to ensure that the sale closes as quickly as possible. Unlike the situation that the Quanalyze court stated that the rule targeted, in this case Trustee believes that the sale will not the subject of any appeal. Therefore, this provision should be waived.

IV.

CONCLUSION

In summary, the sale of the Queens Rd. Property is in the best interest of creditors and the estate because it will allow Trustee to pay off all liens against the property and generate significant

unencumbered cash for the estate. Therefore, Trustee believes the Sale Motion should be granted on the terms and conditions outlined herein.

WHEREFORE, based on the foregoing, Trustee respectfully requests that the Court:

(1) approve the proposed overbid procedures in conjunction with approval of the sale;

(2) approve the sale of the Queens Rd. Property to Buyer or to the highest qualified overbidder, free and clear of liens, claims, and interests, with the proceeds attaching to any asserted liens to the same extent, validity, and priority as they existed prior to the close of escrow, pursuant to the procedures set forth herein;

(3) approve the payment through escrow of ordinary and reasonable costs such as prorated taxes, title fees, escrow fees, broker commissions, and other ordinary closing costs as per usual procedures;

(4) should the Trustee request it at the sale hearing, pending his review and resolution of the claims and charges asserted by any lien, claim, or interest that may be asserted, that the Court order that up to all net proceeds of the sale after payment of ordinary and reasonable costs be paid over to the Trustee to be held in a segregated account, with liens to attach to the proceeds of sale to the same extent, validity, and priority with which they attached to the property, as adequate protection under 11 U.S.C. § 363(e); and that to effectuate this procedure, the Trustee be authorized to instruct escrow to pay any undisputed amounts of said liens to the respective claimants, while reserving any disputed amounts pending further Court order or agreement with the affected lienholder(s), if any;

(5) authorize and direct Trustee and Buyer or a qualified successful overbidder to execute any and all documents necessary to transfer the Queens Rd. Property from the estate to Buyer (or to any qualified successful overbidder);

(6) find that Buyer or a qualified successful overbidder is a good-faith purchaser;

(7) order that the automatic 14-day stay of Fed.R. Bankr. Proc. 6004(h) is waived;

(8) retain jurisdiction to (i) enforce and implement the terms and provisions of the Queens Rd. Purchase Agreement, all addendums and amendments thereto, any waivers and consents

thereunder, and any other supplemental documents or agreements executed in connection therewith or the Escrow; (ii) compel delivery and payment of the consideration provided for under the Queens Rd. Purchase Agreement; and (iii) resolve any disputes, controversies or claims arising out of or relating to the Queens Rd. Purchase Agreement; and

(9) grant such other and further relief as the Court deems just and proper.

DATED: July 24, 2012

Respectfully Submitted,

CACERES & SHAMASH, LLP

/s/ Joseph E. Caceres
By:_____
Joseph E. Caceres, Esq.
Charles Shamash, Esq.
General Counsel for Wesley H. Avery,
Chapter 7 Trustee

DECLARATION OF WESLEY H. AVERY

I, Wesley H. Avery, do hereby declare as follows:

1. I am the duly-appointed, qualified, and acting Chapter 7 Trustee for the Estate Jeffrey Morgan, the Debtor in this case. I am over the age of 18. I have personal knowledge of the facts set forth herein and if called as a witness could and would competently testify thereto.

2. The Debtor filed his voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on October 12, 2012. The case was thereafter converted to Chapter 7 by order entered May 9, 2013 following a hearing on the United States Trustee's Motion Under 11 U.S.C. § 1112(b)(1) to Convert, Dismiss, or Appoint a Chapter 11 Trustee. The United States Trustee thereafter appointed me as Chapter 7 Trustee for the Estate. See Exhibit "1" hereto (true and correct copy of Court's docket).

3. In his Schedule A filed on October 12, 2012, the Debtor listed a residential real property located at 1413 Queens Rd., Los Angeles, CA 90069 (the "Queens Rd. Property" or "Property"), which he valued at $2,182,346.00 with $1,516,444.00 in alleged liens. See Exhibit "2" hereto (true and correct copy of Schedule A).

4. On or about May 15, 2013, I listed the Queens Rd. Property with Keller Williams Realty of Beverly Hills ("KWBH"), and my Application to Employ KWBH was filed on May 21, 2103. No objections were filed thereto, and the Court's Order Granting Application of Wesley H. Avery, Chapter 7 Trustee, to Employ KWBH as Real Estate Broker for the Estate was entered on June 18, 2013, effective as of May 15, 2013. *See* Exhibit "3" hereto (true and correct copy of Broker Employment Order).

5. I have now received a substantial offer to purchase the Queens Rd. Property for a sales price of $2,000,000.00 as more fully set forth below. This will allow the estate to receive net proceeds of approximately $240,000.00 or more from the sale, as set forth in more detail below.

6. Employment of Broker and Marketing

As stated above, on June 18, 2013 the Order approving the Trustee's Application to Employ KWBH as Real Estate Broker for the Estate ("Broker") was entered, effective as of May 15, 2013. See Exhibit "3" thereto (copy of Order). Pursuant thereto, Broker listed the Queens Rd.

Property on the multiple listing service, marketed and showed the property on behalf of the estate to multiple parties, and elicited the written offer described below. See Andrews Decl., ¶ 4.

7. The Sale Agreement

A true and correct copy of the Purchase Agreement, along with Counter Offer No. 1 and the Trustee's Addendum A, for the sale of the Queens Rd. Property (collectively, the "Queens Rd. Purchase Agreement"), is attached hereto as Exhibit "4." See Andrews Decl., ¶ 5. As set forth therein, I have agreed to sell the Queens Rd. to Revilo Investments, LLC ("Revilo" or "Buyer"), for $2,000,000.00 (the "Sales Price").

As set forth in Counter Offer No. 1 and Addendum A, accepted by both sides, the sale is all-cash with no loan contingency, subject to court approval and overbid, and the property is being sold as-is, without warranties or disclosures. See Exhibit "4." See also Andrews Decl., ¶ 5. As further detailed below, since the sale is subject to overbid, I also seek authority to sell to the highest qualified overbidder if there is one, or to the next highest bidder(s) should Buyer or any overbidder default on the purchase, without the necessity of further notice or Court order. .

8. I have no previous relationship with and am wholly unrelated to Buyer, and I believe that Buyer is not in any way associated with Debtor, the estate, or any of the professionals employed by the estate, other than as the offeror and prospective Buyer herein. All discussions with the Buyer were conducted at arms-length, in good faith, and without collusion, and neither buyer nor seller have engaged in any conduct that cause or permit the agreement or the transaction contemplated herein to be invalidated under 11 U.S.C. § 363(n). Moreover, the offer was delivered by a different broker (Rodeo Realty) other than my broker (KWBH). Finally, the offer which is the subject of this motion is the highest and best offer received by me to date. See also Andrews Decl., ¶ 6.

9. Proposed Treatment of Liens and Request for Authorization Pay Necessary Costs Through Escrow; With Net Proceeds to Estate

While I reserve any and all rights regarding liens asserted against the Queens Rd. Property, known asserted liens on the property include the following, pursuant to the preliminary title report in this matter, a true and correct copy of which is attached here to as Exhibit "5 ," as well as the

documents referred to below:

A. A judgment for child support recorded September 24, 1994 in the original amount of $6,080.00. I am informed and believe that this judgment is for a different Jeffrey Morgan, not the Debtor, pursuant to information received from the Debtor;

B. Delinquent property taxes in favor of the Los Angeles County Tax Collector ("Tax Collector") in the estimated amount of approximately $11,966.84, as set forth in Exhibit "6" hereto (true and correct copy of proof of claim filed 2/20/13 by Tax Collector);

C. A first trust deed in favor of U.S. Bank ("USB"), in the estimated amount of approximately $1,048,210.00, as set forth in Exhibit "7" hereto (true and correct copy of Debtor's Schedule D); and

D. A second trust deed in favor of Bank of America, N.A. ("BOA"), in the estimated amount of approximately $485,983.27, as set forth in Exhibit "8" hereto (true and correct copy of proof of claim filed 11/6/12 by BOA).

As can be seen from the foregoing, liens to be paid total approximately $1,546,160.11 (likely closer to $1,600,000.00 due to non-payment of mortgage by Debtor during case). Costs of sale are estimated at $160,000.00, or 8% of the purchase price of the Queens Rd. Property. As such, and subject to refinement of the above figures and the overbid process which could generate additional proceeds, the net proceeds from the sale of the property under the Queens Rd. Purchase Agreement after payment of liens and closing costs are expected to be in the vicinity of $240,000 ($2,000,000.00 - apx. $1,600,000.00 liens - apx. $160,000.00 costs of sale). See also Andrews Decl., ¶ 7.[4]

I request authority to pay the above noted lien(s) through escrow, along with ordinary costs such as prorated taxes, title fees, escrow fees, and broker commissions, upon close of escrow. In the meantime, pending my review of the claims and charges asserted by any lien, claim, or interest that may be asserted, I would reserve the right to request that up to all net proceeds of the sale

[4]According to information provided by the Debtor, he purchased the Queens Rd. Property for $1,650,000 in 2004. As such, it does not appear that there will be any capital gains taxes from the sale of the Property once the Debtor's $500,000 tax exemption is taken into account. See Exhibit "9" hereto (true and correct copy of first page of Debtor's Real Property Questionnaire submitted to U.S. Trustee).

after payment of ordinary and reasonable costs be paid over to the Trustee, to be held in a segregated account, with liens to attach to the proceeds of sale to the same extent, validity, and priority with which they attached to the property, as adequate protection under 11 U.S.C. § 363(e). To effectuate this procedure, I respectfully request that the Court authorize me to instruct escrow to pay any undisputed amounts of said liens to the respective claimants, while reserving any disputed amounts pending further Court order or agreement with the affected lienholder(s), if any.

10. I believe sound business reasons support the sale to Revilo or a qualified overbidder as the sale will allow the Estate to pay off all liens on the Queens Rd. Property, as well as generate approximately $240,000.00 or more in unencumbered funds for the estate. Moreover, the Queens Rd. Property has been properly marketed as set forth in the attached Andrews Decl., and the offer which is the subject of this motion is the highest and best offer received to date with regard thereto. Accordingly, it is my Business Judgment that the Queens Rd. Property should be sold as proposed in this motion. Obviously, if there are qualified overbids at the hearing, the price and benefit to the estate will be even higher.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 24, 2012 at Valencia, California.

Wesley H. Avery

DECLARATION OF DEREK ANDREWS

I, Derek Andrews, do hereby declare as follows:

1. My firm, Keller Williams Realty of Beverly Hills ("KWBH"), is the Real Estate Broker for the Estate of Jeffrey Morgan, the Debtor in this case. I am over the age of 18. I have personal knowledge of the matters set forth in this declaration, except where stated to be on information and belief, and if called to testify I could and would testify competently thereto.

2. On or about May 15, 2013, the Trustee listed the Queens Rd. Property with my firm, KWBH, and the Trustee's Application to Employ KWBH was filed on May 21, 2103. No objections were filed thereto, and the Court's Order Granting Application of Wesley H. Avery, Chapter 7 Trustee, to Employ KWBH as Real Estate Broker for the Estate was entered on June 18, 2013, effective as of May 15, 2013. *See* Avery Decl., ¶ 4, and Exhibit "3" thereto (true and correct copy of Broker Employment Order).

3. KWBH has received on the Trustee's behalf a substantial offer to purchase the Queens Rd. Property for a sales price of $2,000,000.00 as more fully set forth below. This will allow the estate to receive net proceeds of approximately $240,000.00 or more from the sale, as set forth in more detail below. See also Avery Decl., ¶ 5.

4. Employment of Broker and Marketing

As stated above, on June 18, 2013 the Order approving the Trustee's Application to Employ KWBH as Real Estate Broker for the Estate ("Broker") was entered, effective as of May 15, 2013. See Avery Decl., ¶ 6, and Exhibit "3" thereto (copy of Order). Pursuant thereto, Broker listed the Queens Rd. Property on the multiple listing service, marketed and showed the property on behalf of the estate to multiple parties, and elicited the written offer described below.

5. The Sale Agreement

A true and correct copy of the Purchase Agreement, along with Counter Offer No. 1 and the Trustee's Addendum A, for the sale of the Queens Rd. Property (collectively, the "Queens Rd. Purchase Agreement"), is attached hereto as Exhibit "4." See Avery Decl., ¶ 7. As set forth therein, the Trustee has agreed to sell the Queens Rd. to Revilo Investments, LLC ("Revilo" or "Buyer"), for $2,000,000.00 (the "Sales Price"). Id.

As set forth in Counter Offer No. 1 and Addendum A, accepted by both sides, the sale is all-cash with no loan contingency, subject to court approval and overbid, and the property is being sold as-is, without warranties or disclosures. See Avery Decl., ¶ 7 and Exhibit "4" thereto. As further detailed below, since the sale is subject to overbid, the Trustee also seeks authority to sell to the highest qualified overbidder if there is one, or to the next highest bidder(s) should Buyer or any overbidder default on the purchase, without the necessity of further notice or Court order.

6. I am informed and believe that the Trustee has no previous relationship with and is wholly unrelated to Buyer, and Trustee believes that Buyer is not in any way associated with Debtor, the estate, or any of the professionals employed by the estate, other than as the offeror and prospective Buyer herein. All discussions with the Buyer were conducted at arms-length, in good faith, and without collusion, and neither buyer nor seller have engaged in any conduct that cause or permit the agreement or the transaction contemplated herein to be invalidated under 11 U.S.C. § 363(n). Moreover, the offer was delivered by a different broker (Rodeo Realty) other than Trustee's broker (KWBH). See Avery Decl., ¶ 8. Finally, the offer which is the subject of this motion is the highest and best offer received by the Trustee to date, and I believe it is a reasonable offer for the Property as-is.

7. While the Trustee reserves any and all rights regarding liens asserted against the Queens Rd. Property, I am informed and believe that known asserted liens on the property include the following, pursuant to the preliminary title report in this matter, a true and correct copy of which is attached here to as Exhibit "5," as well as the documents referred to below:

A. A judgment for child support recorded September 24, 1994 in the original amount of $6,080.00. Trustee is informed and believes that this judgment is for a different Jeffrey Morgan, not the Debtor, pursuant to information received from the Debtor;

B. Delinquent property taxes in favor of the Los Angeles County Tax Collector ("Tax Collector") in the estimated amount of approximately $11,966.84, as set forth in Exhibit "6" hereto (proof of claim filed 2/20/13 by Tax Collector);

C. A first trust deed in favor of U.S. Bank ("USB"), in the estimated amount of approximately $1,048,210.00, as set forth in Exhibit "7" hereto (Debtor's Schedule D); and

D. A second trust deed in favor of Bank of America, N.A. ("BOA"), in the estimated amount of approximately $485,983.27, as set forth in Exhibit "8" hereto (proof of claim filed 11/6/12 by BOA).

As can be seen from the foregoing, liens to be paid total approximately $1,546,160.11 (likely closer to $1,600,000.00 due to non-payment of mortgage by Debtor during case). Costs of sale are estimated at $160,000.00, or 8% of the purchase price of the Queens Rd. Property. As such, and subject to refinement of the above figures and the overbid process which could generate additional proceeds, the net proceeds from the sale of the property under the Queens Rd. Purchase Agreement after payment of liens and closing costs are expected to be in the vicinity of $240,000 ($2,000,000.00 - apx. $1,600,000.00 liens - apx. $160,000.00 costs of sale). See Avery Decl., ¶ 9.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 24, 2012 at Beverly Hills, California.

Derek Andrews

EXHIBIT 1

CONVERTED, Incomplete

U.S. Bankruptcy Court
Central District Of California (Los Angeles)
Bankruptcy Petition #: 2:12-bk-44548-TD

Assigned to: Thomas B. Donovan
Chapter 7
Previous chapter 11
Voluntary
Asset

Date filed: 10/12/2012
Date converted: 05/09/2013
341 meeting: 08/26/2013
Deadline for filing claims: 09/23/2013
Deadline for filing claims (govt.): 11/15/2013
Deadline for objecting to discharge: 08/23/2013
Deadline for financial mgmt. course: 08/23/2013

Debtor
Jeffrey Morgan
7944 West 4th St
Los Angeles, CA 90048
LOS ANGELES-CA
SSN / ITIN: xxx-xx-0409

represented by **Michael Jay Berger**
9454 Wilshire Blvd 6th Fl
Beverly Hills, CA 90212-2929
310-271-6223
Fax : 310-271-9805
Email: michael.berger@bankruptcypower.com

Julie J Moradi-Lopes
Oaktree Law
10900 183rd St Ste 270
Cerritos, CA 90703
562-741-3938
Fax : 888-408-2210
Email: julie@oaktreelaw.com
TERMINATED: 07/02/2013

Trustee
Wesley H Avery (TR)
28005 Smyth Drive # 117
Valencia, CA 91355
(661) 295-4674

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Fax : 310-878-8308
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U.S. Trustee
United States Trustee (LA)

represented by **Queenie K Ng**
725 S Figueroa St Ste 2600
Los Angeles, CA 90017

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213-894-4356
Fax : 213-894-2603
Email: queenie.k.ng@usdoj.gov

Filing Date	#	Docket Text
10/12/2012	1 (42 pgs)	Chapter 11 Voluntary Petition. Fee Amount $1046 Filed by Jeffrey Morgan (Moradi-Lopes, Julie) (Entered: 10/12/2012)
10/12/2012	2 (1 pg)	Declaration Re: Electronic Filing Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 10/12/2012)
10/12/2012	3 (1 pg)	Certificate of Credit Counseling Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 10/12/2012)
10/12/2012	4	Statement of Social Security Number(s) Form B21 Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 10/12/2012)
10/12/2012		Receipt of Voluntary Petition (Chapter 11)(2:12-bk-44548) [misc,volp11] (1046.00) Filing Fee. Receipt number 29678392. Fee amount 1046.00. (U.S. Treasury) (Entered: 10/12/2012)
10/18/2012	5 (2 pgs)	Meeting of Creditors 341(a) meeting to be held on 11/20/2012 at 10:00 AM at RM 2610, 725 S Figueroa St., Los Angeles, CA 90017. Last day to oppose discharge or dischargeability is 1/22/2013. (Ly, Lynn) (Entered: 10/18/2012)
10/20/2012	6 (4 pgs)	BNC Certificate of Notice (RE: related document(s) 5 Meeting of Creditors Chapter 11 & 12) No. of Notices: 8. Notice Date 10/20/2012. (Admin.) (Entered: 10/20/2012)
10/25/2012	7 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) *Daimler Trust* Filed by Gezel, Ed. (Gezel, Ed) (Entered: 10/25/2012)
10/25/2012		Receipt of Photocopies Fee - $21.00 by 13. Receipt Number 20154690. (admin) (Entered: 10/26/2012)
10/25/2012		Receipt of Certification Fee - $11.00 by 13. Receipt Number 20154690. (admin) (Entered: 10/26/2012)

11/02/2012	8 (1 pg)	Request for courtesy Notice of Electronic Filing (NEF) Filed by Richey, Cassandra. (Richey, Cassandra) (Entered: 11/02/2012)
11/07/2012	9 (4 pgs)	Order (1) Setting hearing on status of chapter 11 case and (2) Requiring status report - Hearing set for 12/12/12 at 10:00 a.m. in Courtroom 1345 (Related Doc # 1) Signed on 11/7/2012 (Vandensteen, Nancy) (Entered: 11/07/2012)
11/07/2012	10	Hearing Set re: Status of Chapter 11 case (RE: related document(s)1 Voluntary Petition (Chapter 11) filed by Debtor Jeffrey Morgan) Status hearing to be held on 12/12/2012 at 10:00 AM at Crtrm 1345, 255 E Temple St., Los Angeles, CA 90012. The case judge is Thomas B. Donovan (Vandensteen, Nancy) (Entered: 11/07/2012)
11/07/2012	11 (4 pgs)	Notice to creditors (BNC-PDF) re: Order setting status conference of chapter 11 case and requiring status report (Vandensteen, Nancy) (Entered: 11/07/2012)
11/08/2012	12 (7 pgs)	Proof of service Filed by Debtor Jeffrey Morgan (RE: related document(s)9 Order (Generic)). (Moradi-Lopes, Julie) (Entered: 11/08/2012)
11/09/2012	13 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)11 Notice to creditors (BNC-PDF)) No. of Notices: 16. Notice Date 11/09/2012. (Admin.) (Entered: 11/09/2012)
11/09/2012	14 (6 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)9 Order (Generic)) No. of Notices: 2. Notice Date 11/09/2012. (Admin.) (Entered: 11/09/2012)
11/20/2012	15 (28 pgs)	Notice of Motion and Motion in Individual Ch 11 Case for Order Employing Professional (LBR 2014-1): Julie J. Moradi-Lopes as General Bankruptcy Counsel *With Exhibits 1-3 attached* Filed by Debtor Jeffrey Morgan (Moradi-Lopes, Julie) (Entered: 11/20/2012)
11/20/2012	16 (7 pgs)	Notice of motion/application Filed by Debtor Jeffrey Morgan (RE: related document(s)15 Notice of Motion and Motion in Individual Ch 11 Case for

		Order Employing Professional). (Moradi-Lopes, Julie) (Entered: 11/20/2012)
11/28/2012	17 (5 pgs)	Status report Filed by Debtor Jeffrey Morgan (RE: related document(s)9 Order (Generic)). (Moradi-Lopes, Julie) (Entered: 11/28/2012)
12/04/2012	18 (28 pgs)	Notice *of Security Interest in Rents and Profits (1413 Queens Road, Los Angeles California 90069)* Filed by Creditor Bank of America, N.A. c/o Prober & Raphael, A Law Corporation. (Vermillion, Melissa) (Entered: 12/04/2012)
12/06/2012	19 (21 pgs)	Monthly Operating Report. Operating Report Number: 1. For the Month Ending 10/31/2012 Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 12/06/2012)
12/17/2012	20 (5 pgs)	Notice of Bar Date for Filing Proof of Claim in an Individual Chapter 11 (LBR 3001-1) Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 12/17/2012)
12/18/2012		Hearing (Bk Other) Continued (RE: related document(s) 1 VOLUNTARY PETITION (CHAPTER 11) filed by Jeffrey Morgan) Status Hearing to be held on 04/10/2013 at 10:00 AM 255 E. Temple St. Courtroom 1345 Los Angeles, CA 90012 for 1 , (Pennington-Jones, Patricia) (Entered: 12/18/2012)
12/21/2012	21 (7 pgs)	Order setting schedule (Related Doc # 1) Signed on 12/21/2012; hearing to be held on 4/10/2013 at 10:00 a.m. (Pennington-Jones, Patricia) (Entered: 12/21/2012)
12/23/2012	22 (9 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)21 Order (Generic)) No. of Notices: 3. Notice Date 12/23/2012. (Admin.) (Entered: 12/23/2012)
01/03/2013	23 (16 pgs; 2 docs)	Notice of motion and motion for relief from the automatic stay with supporting declarations PERSONAL PROPERTY RE: 2010 Mercedes-Benz E350, VIN# WDDHF5GBXAA235495 . Fee Amount $176, Filed by Creditor Daimler Trust (Attachments: # 1 Exhibit A - C) (Mroczynski, Randall) (Entered: 01/03/2013)

01/03/2013		Receipt of Motion for Relief from Stay - Personal Property(2:12-bk-44548-TD) [motion,nmpp] (176.00) Filing Fee. Receipt number 30945012. Fee amount 176.00. (U.S. Treasury) (Entered: 01/03/2013)
01/10/2013	24	Hearing Set (RE: related document(s)23 Motion for Relief from Stay - Personal Property filed by Creditor Daimler Trust) The Hearing date is set for 1/30/2013 at 10:00 AM at Crtrm 1345, 255 E Temple St., Los Angeles, CA 90012. The case judge is Thomas B. Donovan (Pennington-Jones, Patricia) (Entered: 01/10/2013)
01/26/2013	25 (3 pgs)	Declaration re: *Declaration re: Entry of Order without Hearing* Filed by Debtor Jeffrey Morgan (RE: related document(s)15 Notice of Motion and Motion in Individual Ch 11 Case for Order Employing Professional (LBR 2014-1): Julie J. Moradi-Lopes as General Bankruptcy Counsel *With Exhibits 1-3 attached*). (Moradi-Lopes, Julie) (Entered: 01/26/2013)
02/04/2013	26 (3 pgs)	Order Granting Motion for relief from the automatic stay PERSONAL PROPERTY (BNC-PDF) (Related Doc # 23) Signed on 2/4/2013 (Vandensteen, Nancy) (Entered: 02/04/2013)
02/06/2013	27 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)26 Motion for relief from the automatic stay PERSONAL PROPERTY (BNC-PDF)) No. of Notices: 1. Notice Date 02/06/2013. (Admin.) (Entered: 02/06/2013)
02/21/2013	28 (21 pgs)	Monthly Operating Report. Operating Report Number: 3. For the Month Ending 12/31/2012 Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 02/21/2013)
02/21/2013	29 (21 pgs)	Monthly Operating Report. Operating Report Number: 2. For the Month Ending 11/30/2012 Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 02/21/2013)
03/12/2013	30 (8 pgs)	U.S. Trustee Motion to dismiss or convert *under 11 U.S.C. 1112(b)(1) or Appoint a Chapter 11 Trustee with an Order Directing Payment of Quarterly Fees*

		and for Judgment thereon; Declaration of Bankruptcy Analyst; along with Notice and Proof of Service Filed by U.S. Trustee United States Trustee (LA). (Ng, Queenie) (Entered: 03/12/2013)
03/14/2013	31 (1 pg)	Notice of UST's motion to dismiss or convert case - chapter 11 to 7 (BNC) (Pennington-Jones, Patricia) (Entered: 03/14/2013)
03/14/2013	32	Hearing Set (RE: related document(s)30 U.S. Trustee Motion to dismiss or convert filed by U.S. Trustee United States Trustee (LA)) The Hearing date is set for 5/1/2013 at 10:00 AM at Crtrm 1345, 255 E Temple St., Los Angeles, CA 90012. The case judge is Thomas B. Donovan (Pennington-Jones, Patricia) (Entered: 03/14/2013)
03/16/2013	33 (3 pgs)	BNC Certificate of Notice (RE: related document(s) 31 Notice of UST's motion to dismiss or convert case - Ch 11 to 7 (BNC)) No. of Notices: 16. Notice Date 03/16/2013. (Admin.) (Entered: 03/16/2013)
03/28/2013	34 (6 pgs)	Order Granting Motion in Individual Ch 11 Case for Order Employing Professional Oaktree Law as Debtors attorney (Related Doc # 15) Signed on 3/28/2013. (Toliver, Wanda) (Entered: 03/28/2013)
03/30/2013	35 (8 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)34 Order on Motion For Order Employing Professional (Ch 11)-(LBR 2014-1) (BNC-PDF)) No. of Notices: 1. Notice Date 03/30/2013. (Admin.) (Entered: 03/30/2013)
04/26/2013	36 (26 pgs)	Monthly Operating Report. Operating Report Number: 6. For the Month Ending 03/31/2013 Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 04/26/2013)
04/29/2013	37 (21 pgs)	Monthly Operating Report. Operating Report Number: 4. For the Month Ending 01/31/2013 Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 04/29/2013)
04/29/2013	38 (22 pgs)	Monthly Operating Report. Operating Report Number: 5. For the Month Ending 2/28/2013 Filed by Debtor Jeffrey Morgan. (Moradi-Lopes, Julie) (Entered: 04/29/2013)

04/30/2013	39 (90 pgs)	Declaration re: *Bankruptcy Analyst in further support of the Motion Under 11 U.S.C. 1112(b)(1) to Convert, Dismiss or Appoint a Chapter 11 Trustee with an Order Directing Payment of Quarterly Fees and for Judgment Thereon; along with Proof of Service* Filed by U.S. Trustee United States Trustee (LA) (RE: related document(s)30 U.S. Trustee Motion to dismiss or convert *under 11 U.S.C. 1112 (b)(1) or Appoint a Chapter 11 Trustee with an Order Directing Payment of Quarterly Fees and for Judgment thereon; Declaration of Bankruptcy Analyst; along with Notice and Proof of Servic). (Ng, Queenie) (Entered: 04/30/2013)*
05/09/2013	40 (3 pgs)	Order Converting Case to Chapter 7 (BNC-PDF). Trustee (BNC-PDF) Signed on 5/9/2013 (RE: related document(s)30). (Toliver, Wanda) (Entered: 05/09/2013)
05/09/2013	41 (3 pgs)	Notice of Requirement to Complete Course in Financial Management (BNC) . (Toliver, Wanda) (Entered: 05/09/2013)
05/11/2013	42 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)40 Order Converting Case to Chapter 7 (BNC-PDF)) No. of Notices: 1. Notice Date 05/11/2013. (Admin.) (Entered: 05/12/2013)
05/11/2013	43 (5 pgs)	BNC Certificate of Notice (RE: related document(s) 41 Notice of Requirement to Complete Course in Financial Management (BNC)) No. of Notices: 1. Notice Date 05/11/2013. (Admin.) (Entered: 05/12/2013)
05/14/2013	44 (1 pg)	Notice of appointment and acceptance of trustee Filed by Trustee Wesley H Avery (TR). (Avery (TR), Wesley) (Entered: 05/14/2013)
05/15/2013	45 (3 pgs)	Meeting of Creditors 341(a) meeting to be held on 6/24/2013 at 10:00 AM at RM 101, 725 S Figueroa St., Los Angeles, CA 90017. Cert. of Financial Management due by 8/23/2013. Last day to oppose discharge or dischargeability is 8/23/2013. Proofs of Claims due by 9/23/2013. Government Proof of Claim due by 11/15/2013. (Toliver, Wanda) (Entered: 05/15/2013)
05/15/2013		

	46 (2 pgs; 2 docs)	Notice of Assets filed by trustee and court's notice of possible dividend (BNC) Filed by Trustee Wesley H Avery (TR). Proofs of Claims due by 8/19/2013. Government Proof of Claim due by 4/10/2013. (Avery (TR), Wesley) (Entered: 05/15/2013)
05/17/2013	47 (5 pgs)	BNC Certificate of Notice (RE: related document(s) 45 Meeting of Creditors Chapter 7 Asset) No. of Notices: 10. Notice Date 05/17/2013. (Admin.) (Entered: 05/18/2013)
05/18/2013	48 (3 pgs)	BNC Certificate of Notice (RE: related document(s) 46 Notice of Assets filed by trustee and court's notice of possible dividend (BNC) filed by Trustee Wesley H Avery (TR)) No. of Notices: 12. Notice Date 05/18/2013. (Admin.) (Entered: 05/19/2013)
05/21/2013	49 (21 pgs)	Application to Employ Caceres & Shamash, LLP as General Counsel *; with proof of service* Filed by Trustee Wesley H Avery (TR) (Caceres, Joseph) (Entered: 05/21/2013)
05/21/2013	50 (7 pgs)	Notice of motion/application *Notice of Application of Wesley H. Avery, Chapter 7 Trustee, to Employ Caceres & Shamash, LLP as General Counsel; with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)49 Application to Employ Caceres & Shamash, LLP as General Counsel *; with proof of service* Filed by Trustee Wesley H Avery (TR)). (Caceres, Joseph) (Entered: 05/21/2013)
05/21/2013	51 (30 pgs)	Application to Employ Keller Williams Realty of Beverly Hills as Real Estate Broker for the Estate *with proof of service* Filed by Trustee Wesley H Avery (TR) (Caceres, Joseph) (Entered: 05/21/2013)
05/21/2013	52 (7 pgs)	Notice of motion/application *Notice of Application of Wesley H. Avery, Chapter 7 Trustee, to Employ Keller Williams Realty of Beverly Hills as Real Estate Broker for the Estate; with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)51 Application to Employ Keller Williams Realty of Beverly Hills as Real Estate Broker for the Estate *with proof of service* Filed by Trustee Wesley H Avery (TR)). (Caceres, Joseph) (Entered: 05/21/2013)

06/10/2013	53 (37 pgs)	Declaration re: *Entry of Order Without Hearing Pursuant to LBR 9013-1(o); with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)49 Application to Employ Caceres & Shamash, LLP as General Counsel *; with proof of service*). (Caceres, Joseph) (Entered: 06/10/2013)
06/10/2013	54 (6 pgs)	Notice of lodgment *with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)49 Application to Employ Caceres & Shamash, LLP as General Counsel *; with proof of service*, 53 Declaration). (Caceres, Joseph) (Entered: 06/10/2013)
06/10/2013	55 (46 pgs)	Declaration re: *Entry of Order Without Hearing Pursuant to LBR 9013-1(o); with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)51 Application to Employ Keller Williams Realty of Beverly Hills as Real Estate Broker for the Estate *with proof of service*). (Caceres, Joseph) (Entered: 06/10/2013)
06/10/2013	56 (6 pgs)	Notice of lodgment *with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)51 Application to Employ Keller Williams Realty of Beverly Hills as Real Estate Broker for the Estate *with proof of service*, 55 Declaration). (Caceres, Joseph) (Entered: 06/10/2013)
06/18/2013	57 (3 pgs)	Order Granting Application to Employ Keller Williams as real estate broker (BNC-PDF) (Related Doc 51) Signed on 6/18/2013. (Toliver, Wanda) Modified on 6/18/2013 (Toliver, Wanda). (Entered: 06/18/2013)
06/18/2013	58 (3 pgs)	Order Granting Application to Employ Caceres & Shamash LLP as gen. counsel for the estate (BNC-PDF) (Related Doc # 49) Signed on 6/18/2013. (Toliver, Wanda) (Entered: 06/18/2013)
06/19/2013	59 (72 pgs)	Motion for Turnover of Property *Chapter 7 Trustee's Motion for Order Compelling Debtor to Turn Over and Vacate Property of The Estate and to Otherwise Comply With Debtor's Duties, Pursuant to 11 U.S.C. §§ 105(a), 341(a), 343, 521(a)(3), and 521(a)(4), and FRBP 1019; Declarations of Joseph E. Caceres and Derek Andrews in Support Thereof; with proof*

		of service Filed by Trustee Wesley H Avery (TR) (Caceres, Joseph) (Entered: 06/19/2013)
06/19/2013	60 (11 pgs)	Application shortening time *Application for Order Setting Hearing on Shortened Notice [LBR 9075-1 (B)]; with proof of service* Filed by Trustee Wesley H Avery (TR) (Caceres, Joseph) (Entered: 06/19/2013)
06/19/2013	61 (8 pgs)	Notice of lodgment *with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)60 Application shortening time *Application for Order Setting Hearing on Shortened Notice [LBR 9075-1(B)]; with proof of service*). (Caceres, Joseph) (Entered: 06/19/2013)
06/19/2013	62 (4 pgs)	Notice of Hearing *on Chapter 7 Trustee's Motion for Order Compelling Debtor to Turn Over and Vacate Property of The Estate and to Otherwise Comply With Debtor's Duties, Pursuant to 11 U.S.C. §§ 105 (a), 341(a), 343, 521(a)(3), and 521(a)(4), and FRBP 1019 [with copy of Motion served herewith]; with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)59 Motion for Turnover of Property *Chapter 7 Trustee's Motion for Order Compelling Debtor to Turn Over and Vacate Property of The Estate and to Otherwise Comply With Debtor's Duties, Pursuant to 11 U.S.C. §§ 105 (a), 341(a), 343, 521(a)(3), and 521(a)(4), and FRBP 1019; Declarations of Joseph E. Caceres and Derek Andrews in Support Thereof; with proof of service* Filed by Trustee Wesley H Avery (TR), 60 Application shortening time *Application for Order Setting Hearing on Shortened Notice [LBR 9075-1 (B)]; with proof of service* Filed by Trustee Wesley H Avery (TR)). (Caceres, Joseph) (Entered: 06/19/2013)
06/20/2013		Hearing Set (RE: related document(s) 59 Motion for Turnover of Property filed by Wesley H Avery (TR)) Hearing to be held on 06/26/2013 at 11:00 AM 255 E. Temple St. Courtroom 1345 Los Angeles, CA 90012. The hearing judge is Thomas B. Donovan (Pennington-Jones, Patricia) (Entered: 06/20/2013)
06/20/2013	63 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)57 Order on Application to

		Employ (BNC-PDF)) No. of Notices: 1. Notice Date 06/20/2013. (Admin.) (Entered: 06/20/2013)
06/20/2013	64 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)58 Order on Application to Employ (BNC-PDF)) No. of Notices: 1. Notice Date 06/20/2013. (Admin.) (Entered: 06/20/2013)
06/21/2013	65 (3 pgs)	Order granting ex parte application for order setting hearing on shortened notice on motion for order compelling debtor to immediately turn over and vacate property of the estate (Related Doc # 60) Signed on 6/21/2013; hearing to be held on 6/26/2013 at 11:00 a.m. (Pennington-Jones, Patricia) (Entered: 06/21/2013)
06/23/2013	66 (5 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)65 Order (Generic) (BNC-PDF)) No. of Notices: 1. Notice Date 06/23/2013. (Admin.) (Entered: 06/23/2013)
06/26/2013	67 (8 pgs)	Notice of lodgment *with proof of service* Filed by Trustee Wesley H Avery (TR) (RE: related document(s)59 Motion for Turnover of Property *Chapter 7 Trustee's Motion for Order Compelling Debtor to Turn Over and Vacate Property of The Estate and to Otherwise Comply With Debtor's Duties, Pursuant to 11 U.S.C. §§ 105(a), 341(a), 343, 521(). (Caceres, Joseph) (Entered: 06/26/2013)*
06/27/2013	68	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 7/15/2013 at 11:30 AM at RM 101, 725 S Figueroa St., Los Angeles, CA 90017. Debtor absent. (Avery (TR), Wesley) (Entered: 06/27/2013)
06/27/2013	69 (2 pgs)	Statement of Intent. Filed by Debtor Jeffrey Morgan (RE: related document(s)40 Order Converting Case to Chapter 7 (BNC-PDF)). (Moradi-Lopes, Julie) (Entered: 06/27/2013)
06/28/2013	70 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Wesley H Avery (TR). (Avery (TR), Wesley) (Entered: 06/28/2013)
07/02/2013	71 (5 pgs)	Order Granting Ch 7 Trustee's motion for order compelling Debtor to immediately turn over and

		vacate property of the estate, and to otherwise comply with Debtor's duties (Please refer to order for details) (BNC-PDF) (Related Doc # 59) Signed on 7/2/2013 (Toliver, Wanda) (Entered: 07/02/2013)
07/02/2013	72 (11 pgs)	Application to Employ David Nahman as Paraprofessional *Under LBR 2016-2; with Notice of Motion and proof of service* Filed by Trustee Wesley H Avery (TR) (Caceres, Joseph) (Entered: 07/02/2013)
07/02/2013	73 (4 pgs)	Substitution of attorney Filed by Debtor Jeffrey Morgan. (Berger, Michael) (Entered: 07/02/2013)
07/04/2013	74 (7 pgs)	BNC Certificate of Notice - PDF Document. (RE: related document(s)71 Order on Motion for Turnover of Property (BNC-PDF)) No. of Notices: 1. Notice Date 07/04/2013. (Admin.) (Entered: 07/04/2013)
07/11/2013	75 (28 pgs; 3 docs)	Motion to Dismiss Debtor Filed by Debtor Jeffrey Morgan (Attachments: # 1 Exhibit # 2 Exhibit) (Berger, Michael) (Entered: 07/11/2013)
07/11/2013	76 (24 pgs)	Application to Employ Menchaca & Company, LLP as Accountant Filed by Trustee Wesley H Avery (TR) (Pennington-Jones, Patricia) (Entered: 07/12/2013)
07/11/2013	77 (6 pgs)	Notice of motion/application Filed by Trustee Wesley H Avery (TR) (RE: related document(s)76 Application to Employ Menchaca & Company, LLP as Accountant Filed by Trustee Wesley H Avery (TR)). (Pennington-Jones, Patricia) (Entered: 07/12/2013)
07/15/2013	78 (8 pgs)	Declaration re: *Declaration of Julie J. Moradi-Lopes, with POS* Filed by Attorney Oaktree Law (RE: related document(s)75 Motion to Dismiss Debtor). (Moradi-Lopes, Julie) (Entered: 07/15/2013)
07/16/2013		Hearing Set (RE: related document(s) 75 Dismiss Debtor filed by Jeffrey Morgan) Hearing to be held on 08/01/2013 at 10:00 AM 255 E. Temple St. Courtroom 1345 Los Angeles, CA 90012. The hearing judge is Thomas B. Donovan (Pennington-Jones, Patricia) (Entered: 07/16/2013)

07/19/2013	79	Continuance of Meeting of Creditors (Rule 2003(e)) (Trustee's 341 Filings) 341(a) Meeting Continued to be held on 8/26/2013 at 11:30 AM at RM 103, 725 S Figueroa St, Los Angeles, CA 90017. Debtor appeared. (Avery (TR), Wesley) (Entered: 07/19/2013)
07/19/2013	80 (1 pg)	Notice of continued meeting of creditors and appearance of debtor (11 USC 341(a)) Filed by Trustee Wesley H Avery (TR). (Avery (TR), Wesley) (Entered: 07/19/2013)
07/22/2013	81 (4 pgs)	Withdrawal re: *Withdrawal of Debtor's Motion to Dismiss Case* Filed by Debtor Jeffrey Morgan (RE: related document(s)75 Motion to Dismiss Debtor). (Berger, Michael) (Entered: 07/22/2013)

PACER Service Center			
Transaction Receipt			
07/24/2013 10:54:25			
PACER Login:	cm0207	**Client Code:**	
Description:	Docket Report	**Search Criteria:**	2:12-bk-44548-TD Fil or Ent: filed From: 4/25/2011 To: 7/24/2013 Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	7	**Cost:**	0.70

EXHIBIT 2

B6A (Official Form 6A) (12/07)

In re **Jeffrey Morgan**, Debtor

Case No. _____

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Location: 1413 Queens Rd, West Hollywood CA 90069	**Fee simple**	**-**	**2,182,346.00**	**1,516,444.00**

Sub-Total > **2,182,346.00** (Total of this page)

Total > **2,182,346.00**

0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

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EXHIBIT 3

FILED & ENTERED
JUN 18 2013
CLERK U.S. BANKRUPTCY COURT
Central District of California
BY toliver DEPUTY CLERK

Joseph E. Caceres, Esq. (SBN 169164)
Charles Shamash, Esq. (SBN 178110)
Caceres & Shamash, LLP
8200 Wilshire Blvd., Suite 400
Beverly Hills, CA 90211
Tel: (310) 205-3400
Fax: (310) 878-8308

[Proposed] General Counsel for Wesley H. Avery,
Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re: JEFFREY MORGAN, Debtor(s).	Case No. 2:12-bk-44548-TD Chapter 7 **ORDER GRANTING APPLICATION OF WESLEY H. AVERY, CHAPTER 7 TRUSTEE, TO EMPLOY KELLER WILLIAMS REALTY OF BEVERLY HILLS AS REAL ESTATE BROKER FOR THE ESTATE** [11 U.S.C. §§327(a) & 328; FED.R.BANKR. PROC. 2014; LOCAL BANKRUPTCY RULES 2014-1 & 9013-1(o)] [No Hearing Set]

Having considered the Application of Wesley H. Avery, Chapter 7 Trustee (the "Trustee") of the Bankruptcy Estate of Jeffrey Morgan (the "Estate"), for authority to employ KELLER WILLIAMS REALTY OF BEVERLY HILLS ("KWBH") as Real Estate Broker for the Estate (the "Application"), together with the Declaration of Disinterestedness for

Employment of Professional Person Under F.R.B.P. 2014 attached thereto, and having considered the concurrently filed Declaration Re: Entry of Order Without Hearing Pursuant to LBR 9013-1(o) setting forth the lack of any objections to the Application, and the Court being satisfied that KWBH represents no interest adverse to the estate herein and is a disinterested person as that term is defined in 11 U.S.C. § 101(14), and it appearing that employment of KWBH would be in the best interest of the bankruptcy estate,

IT IS HEREBY ORDERED that the Application is granted, and Trustee is authorized to employ KWBH as Real Estate Broker for the Estate as of the date of its Listing Agreement (i.e., May 15, 2013) in accordance with the terms of the Application, with compensation to be paid in accordance with 11 U.S.C. § 328 upon notice to creditors, a hearing, and court order.

###

Date: June 18, 2013

Thomas B. Donovan
United States Bankruptcy Judge

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify)* **Order Granting Application of Wesley H. Avery, Chapter 7 Trustee, to Employ Keller Williams Realty of Beverly Hills as Real Estate Broker for the Estate** was entered on the date indicated as AEntered@ on the first page of this judgment or order and will be served in the manner stated below:

I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) B Pursuant to controlling General Orders and LBR's, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of 06/10/13, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses indicated below.

- Wesley H Avery (TR) wamiracle6@yahoo.com, jmoattrustee@gmail.com;C117@ecfcbis.com
- Joseph Caceres jec@locs.com, generalbox@locs.com
- Julie J Moradi-Lopes julie@oaktreelaw.com
- Randall P Mroczynski randym@cookseylaw.com
- Queenie K Ng queenie.k.ng@usdoj.gov, melanie.scott@usdoj.gov
- Cassandra J Richey cmartin@pprlaw.net
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Melissa A Vermillion cmartin@pprlaw.net

☐ Service information continued on attached page

2. SERVED BY THE COURT VIA UNITED STATES MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses stated below:

Debtor:
Jeffrey Morgan
7944 West 4th Street
Los Angeles, CA 90048

☐ Service information continued on attached page

3. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

☐ Service information continued on attached page

EXHIBIT 4

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

For Use With Single Family Residential Property — Attached or Detached
(C.A.R. Form RPA-CA, Revised 4/13)

Date July 14, 2013

1. OFFER:
   A. THIS IS AN OFFER FROM Revilo Investments, LLC ("Buyer").
   B. THE REAL PROPERTY TO BE ACQUIRED is described as 1413 Ocean Rd., Los Angeles, Ca 90069, situated in Los Angeles, County of Los Angeles, California, ("Property").
   C. THE PURCHASE PRICE offered is Two Million Dollars $ 2,000,000.00.
   D. CLOSE OF ESCROW shall occur on _____ (date) (or ☒ 14 Days After Acceptance).
2. AGENCY:
   A. DISCLOSURE: Buyer and Seller each acknowledge prior receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
   B. POTENTIALLY COMPETING BUYERS AND SELLERS: Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document (C.A.R. Form DA). Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties of interest to this Buyer.
   C. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
   Listing Agent Keller Williams Beverly Hills (Print Firm Name) is the agent of (check one): ☒ the Seller exclusively; or ☐ both the Buyer and Seller.
   Selling Agent Rodeo Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.
   A. INITIAL DEPOSIT: Deposit shall be in the amount of ..... $ 60,000.00
   (1) Buyer shall deliver deposit directly to Escrow Holder by personal check, ☒ electronic funds transfer, ☐ other _____ within 3 business days after acceptance (or ☐ Other _____);
   OR (2) (if checked) ☐ Buyer has given the deposit by personal check (or ☐ _____) to the agent submitting the offer (or to ☐ _____). The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder (or ☐ into Broker's trust account) within 3 business days after Acceptance (or ☐ Other _____).
   B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of ..... $ _____ within _____ Days After Acceptance, or ☐ _____. If a liquidated damages clause is incorporated into this Agreement, Buyer and Seller shall sign a separate liquidated damages clause (C.A.R. Form RID) for any increased deposit at the time it is Delivered.
   C. LOAN(S):
   (1) FIRST LOAN: In the amount of ..... $ _____ This loan will be conventional financing or, if checked, ☐ FHA, ☐ VA, ☐ Seller (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form PAA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ %, or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
   (2) ☐ SECOND LOAN: In the amount of ..... $ _____ This loan will be conventional financing or, if checked, ☐ Seller (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form PAA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ %, or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
   (3) FHA/VA: For any FHA or VA loan specified above, Buyer has 17 (or ☐ _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless otherwise agreed in writing.
   D. ADDITIONAL FINANCING TERMS: _____ $ 1,940,000.00
   E. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of ..... $ 2,000,000.00 to be deposited with Escrow Holder within sufficient time to close escrow.
   F. PURCHASE PRICE (TOTAL): .....

Buyer's Initials ( ) ( ) Seller's Initials ( ) ( )

Reviewed by _____ Date _____

©2013, California Association of REALTORS®, Inc.

Agent: Melissa Zoe Phone: 310-399-6989 Fax: 310-461-6381
Broker: Rodeo Realty Fine Estates,9200 Sunset Blvd Ste 250 North West Hollywood,CA 90069

Prepared using zipForm® software

Property Address: 1413 Queens Rd. Los Angeles, Ca 90069 Date: July 14, 2013

G. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to 3H(1) shall, within 7 (or ☐ _____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (If checked, ☐ verification attached.)

H. **LOAN TERMS:**
(1) **LOAN APPLICATIONS:** Within 7 (or ☐ _____) Days After Acceptance, Buyer shall Deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in 3C above. (If checked, ☐ letter attached.)
(2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Obtaining the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. Buyer's contractual obligations to obtain and provide deposit, balance of down payment and closing costs are not contingencies of this Agreement.
(3) **LOAN CONTINGENCY REMOVAL:**
(i) Within 17 (or ☐ _____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing remove the loan contingency or cancel this Agreement;
OR (ii) (if checked) ☐ the loan contingency shall remain in effect until the designated loans are funded.
(4) ☒ **NO LOAN CONTINGENCY** (if checked): Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or, if checked, ☒ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the specified purchase price. If there is a loan contingency, Buyer's removal of the loan contingency shall be deemed removal of this appraisal contingency (or, ☐ if checked, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance). If there is no loan contingency, Buyer shall, as specified in paragraph 14B(3), in writing remove the appraisal contingency or cancel this Agreement within 17 (or _____) Days After Acceptance.

J. ☒ **ALL CASH OFFER** (if checked): Buyer shall, within 7 (or ☐ _____) Days After Acceptance, Deliver to Seller written verification of sufficient funds to close this transaction. (If checked, ☐ verification attached.)

K. **BUYER STATED FINANCING:** Seller has relied on Buyer's representation of the type of financing specified (including but not limited to, as applicable, amount of down payment, contingent or non contingent loan, or all cash). If Buyer seeks alternate financing, (i) Seller has no obligation to cooperate with Buyer's efforts to obtain such financing, and (ii) Buyer shall also pursue the financing method specified in this Agreement. Buyer's failure to secure alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. **ALLOCATION OF COSTS** (if checked): Unless otherwise specified here, in writing, this paragraph only determines who is to pay for the inspection, test or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

A. **INSPECTIONS AND REPORTS:**
(1) ☐ Buyer ☒ Seller shall pay for an inspection and report for wood destroying pests and organisms ("Wood Pest Report") prepared by Report Only a registered structural pest control company.
(2) ☐ Buyer ☐ Seller shall pay to have septic or private sewage disposal systems inspected _____
(3) ☐ Buyer ☐ Seller shall pay to have domestic wells tested for water potability and productivity _____
(4) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report prepared by SELLER'S CHOICE _____
(5) ☐ Buyer ☐ Seller shall pay for the following inspection or report _____
(6) ☐ Buyer ☐ Seller shall pay for the following inspection or report _____

B. **GOVERNMENT REQUIREMENTS AND RETROFIT:**
(1) ☐ Buyer ☒ Seller shall pay for smoke detector installation and/or water heater bracing, if required by Law. Prior to Close Of Escrow, Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless exempt.
(2) ☐ Buyer ☒ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards, inspections and reports if required as a condition of closing escrow under any Law. _____

C. **ESCROW AND TITLE:**
(1) ☒ Buyer ☒ Seller shall pay escrow fee 50/50 each pay their own _____
Escrow Holder shall be seller's choice _____
(2) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 12E _____
Owner's title policy to be issued by seller's choice _____
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. **OTHER COSTS:**
(1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee _____
(2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee _____
(3) ☐ Buyer ☐ Seller shall pay Homeowner's Association ("HOA") transfer fee _____
(4) ☐ Buyer ☐ Seller shall pay HOA document preparation fees _____
(5) ☐ Buyer ☐ Seller shall pay for any private transfer fee _____
(6) ☐ Buyer ☐ Seller shall pay the cost, not to exceed $ _____, of a one-year home warranty plan, issued by _____, with the following optional coverages: _____
☐ Air Conditioner ☐ Pool/Spa ☐ Code and Permit upgrade ☐ Other: _____
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
(7) ☐ Buyer ☐ Seller shall pay for _____
(8) ☐ Buyer ☐ Seller shall pay for _____

Seller's Initials (_____)(_____)

Buyer's Initials (SD)(_____)

Reviewed by _____ Date _____

Property Address: 1413 Queens Rd. Los Angeles, Ca 90069 Date: July 14, 2013

5. **CLOSING AND POSSESSION:**
   A. Buyer intends (or ☒ does not intend) to occupy the Property as Buyer's primary residence.
   B. Seller-occupied or vacant property: Possession shall be delivered to Buyer at 5 PM or (☐ _____ ☐ AM ☐ PM) on the date of Close Of Escrow; ☐ on _____; or ☐ no later than _____ Days After Close Of Escrow. If transfer of title and possession do not occur at the same time, Buyer and Seller are advised to: (i) enter into a written occupancy agreement (C.A.R. Form PAA, paragraph 2); and (ii) consult with their insurance and legal advisors.
   C. Tenant-occupied property: (i) Property shall be vacant at least 5 (or ☐ _____) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.
   OR (ii) (if checked) ☐ Tenant to remain in possession. (C.A.R. Form PAA, paragraph 3)
   D. At Close Of Escrow, (i) Seller assigns to Buyer any assignable warranty rights for items included in the sale, and (ii) Seller shall Deliver to Buyer available Copies of warranties. Brokers cannot and will not determine the assignability of any warranties.
   E. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys and/or means to operate all locks, mailboxes, security systems, alarms and garage door openers. If Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

6. **STATUTORY DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**
   A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer, if required by Law: (i) Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or SSD).
   (2) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory and Lead Disclosures to Seller.
   (3) In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
   (4) If any disclosure or notice specified in 6A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
   (5) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
   B. **NATURAL AND ENVIRONMENTAL HAZARDS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guides (and questionnaire) and environmental hazards booklet; (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
   C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
   D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
   E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

7. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
   A. SELLER HAS: 7 (or ☐ _____) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).
   B. If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ☐ _____) Days After Acceptance to request from the HOA (C.A.R. Form HOA): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claims or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3).

8. **ITEMS INCLUDED IN AND EXCLUDED FROM PURCHASE PRICE:**
   A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 8B or C.
   B. **ITEMS INCLUDED IN SALE:**
   (1) **All EXISTING** fixtures and fittings that are attached to the Property;
   (2) **EXISTING** electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, private integrated telephone systems, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water softeners, water purifiers, security systems/alarms; (if checked) ☒ stove(s), ☒ refrigerator(s);

Seller's Initials ( )( )

Buyer's Initials (SD)( )

Reviewed by _____ Date _____

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(3) The following additional items: _____ are included in the purchase price, unless otherwise specified, are owned by Seller.
(4) Seller represents that all items included shall be transferred free of liens and without Seller warranty.
(5) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, audio and video components (such as flat screen TVs and speakers) are excluded. If any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component is attached to the Property; and Televisions.

9. CONDITION OF PROPERTY: Unless otherwise agreed: (i) the Property is sold (a) in its PRESENT physical ("as-is") condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to inspect the Property and, as specified in paragraph 14B, based upon information discovered in those inspections: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

10. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for wood destroying pests and organisms; (ii) review the (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's investigations and through the date possession is made available to Buyer.

D. Buyer Indemnity and Seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Nonresponsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

11. SELLER DISCLOSURES; ADDENDA; ADVISORIES; OTHER TERMS:

A. Seller Disclosures (if checked): Seller shall, within the time specified in paragraph 14A, complete and provide Buyer with a:
☒ Seller Property Questionnaire (C.A.R. Form SPQ) OR ☐ Supplemental Contractual and Statutory Disclosure (C.A.R. Form SSD)
☐ Addendum # (C.A.R. Form ADM)

B. Addenda (if checked):
☐ Wood Destroying Pest Inspection and Allocation of Cost Addendum (C.A.R. Form WPA)
☐ Purchase Agreement Addendum (C.A.R. Form PAA) ☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)
☐ Short Sale Addendum (C.A.R. Form SSA) ☐ Other
☑ Buyer's Inspection Advisory (C.A.R. Form BIA)

C. Advisories (if checked):
☐ Probate Advisory (C.A.R. Form PAK) ☒ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Trust Advisory (C.A.R. Form TA) ☐ REO Advisory (C.A.R. Form REO)

D. Other Terms: THIS ENTIRE OFFER IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND SELLER'S ADDENDUM.

12. TITLE AND VESTING:

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report, which shall include a search of the General Index. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information. The preliminary report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the preliminary report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except: (i) monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a CLTA/ALTA Homeowner's Policy of Title Insurance. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and pay any increase in cost.

Buyer's Initials (DD)(_____) Seller's Initials (_____)(_____)
Reviewed by _____ Date _____

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13. **SALE OF BUYER'S PROPERTY:**
A. This Agreement is NOT contingent upon the sale of any property owned by Buyer.
OR B. ☐ (if checked): The attached addendum (C.A.R. Form COP) regarding the contingency for the sale of property owned by Buyer is incorporated into this Agreement.

14. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
A. **SELLER HAS:** 7 (or ☒ 9) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 4, 6A, B and C, 7A, 9A, 11A and B, and 12A. Buyer may give Seller a Notice to Seller to Perform (C.A.R. Form NSP) if Seller has not Delivered the items within the time specified.
B. (1) **BUYER HAS:** 17 (or ☐ 0) Days After Acceptance, unless otherwise agreed in writing, to:
(i) complete all Buyer investigations; approve all disclosures, reports and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and
(ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures Delivered by Seller in accordance with paragraph 5A.
(2) Within the time specified in 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests.
(3) By the end of the time specified in 14B(1) (or as otherwise specified in this Agreement), Buyer shall, Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in 14A, then Buyer has 5 (or ☐ _____) Days After Delivery of any such items, or the time specified in 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
(4) **Continuation of Contingency:** Even after the end of the time specified in 14B(1) and before Seller cancels, if at all, pursuant to 14C, Buyer retains the right to either (i) in writing remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to 14C(1).
C. **SELLER RIGHT TO CANCEL:**
(1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP) may cancel this Agreement. In such event, Seller shall authorize return of Buyer's deposit.
(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first Delivering to Buyer a NBP may cancel this Agreement for any of the following reasons: (i) if Buyer fails to deposit funds as required by 3A or 3B; (ii) if the funds deposited pursuant to 3A or 3B are not good when deposited; (iii) if Buyer fails to Deliver a notice of FHA or VA costs or terms as required by 3C(3) (C.A.R. Form FVA); (iv) if Buyer fails to Deliver a letter as required by 3H; (v) if Buyer fails to Deliver verification as required by 3G or 3J; (vi) if Seller reasonably disapproves of the verification provided by 3G or 3J; (vii) if Buyer fails to return Statutory and Lead Disclosures as required by paragraphs 3B and 2E. In such event, Seller fails to sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 2E. In such event, Seller shall authorize return of Buyer's deposit.
(3) **Notice To Buyer To Perform:** The NBP shall: (i) be in writing; (ii) be signed by Seller; and (iii) give Buyer at least 2 (or ☐ _____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for Buyer to remove a contingency or cancel this Agreement or meet an obligation specified in 14C(2).
D. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in a separate written agreement between Buyer and Seller, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for inability to obtain financing.
E. **CLOSE OF ESCROW:** Before Seller or Buyer may cancel this Agreement for failure of the other party to close escrow pursuant to this Agreement, Seller or Buyer must first Deliver to the other a demand to close escrow (C.A.R. Form DCE).
F. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, Buyer and Seller agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Release of funds will require mutual Signed release instructions from Buyer and Seller, judicial decision or arbitration award. A Buyer or Seller may be subject to a civil penalty of up to $1,000 for refusal to sign such instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

15. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of receipts and statements to Buyer prior to final verification of condition.

16. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final inspection of the Property within 5 (or _____) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 9; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

Buyer's Initials (DD)(_____) Seller's Initials (_____)(_____)

Reviewed by _____ Date _____

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18. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
19. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
20. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
21. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
22. **DEFINITIONS:** As used in this Agreement:
    A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a party and is delivered to and personally received by the other party or that party's authorized agent in accordance with the terms of this offer or a final counter offer.
    B. "C.A.R. Form" means the specific form referenced or another comparable form agreed to by the parties.
    C. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
    D. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
    E. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
    F. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59PM on the final day.
    G. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
    H. "Deliver", "Delivered" or "Delivery", means and shall be effective upon (i) personal receipt by Buyer or Seller or the Individual Real Estate Licensee for that principal as specified in paragraph D of the section titled Real Estate Brokers on page 8, regardless of the method used (i.e. messenger, mail, email, fax, other); OR (ii) if checked, ☐ per the attached addendum (C.A.R. Form RDN).
    I. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other.
    J. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    K. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    L. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
23. **BROKER COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
24. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
    A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: 1, 3, 4, 6C, 11B and D, 12, 13B, 14F, 17, 22, 23, 24, 28, 30 and paragraph D of the section titled Real Estate Brokers on page 8. If a Copy of the separate compensation agreement(s) provided for in paragraph 23, or paragraph D of the section titled Real Estate Brokers on page 8 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provisions upon Escrow Holder's request. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow.
    B. A Copy of this Agreement shall be delivered to Escrow Holder within 3 business days after Acceptance (or ☐ _____). Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement.
    C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 23 and paragraph D of the section titled Real Estate Brokers on page 8. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 23, respectively, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement. Escrow Holder shall immediately notify Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
    D. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 2 business days after mutual execution of the amendment.

Buyer's Initials (MB)(_____) Seller's Initials (_____)(_____)

Reviewed by _____ Date _____

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25. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF THE INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION FOR ANY INCREASED DEPOSIT (C.A.R. FORM RID).

Buyer's Initials DP / _____ Seller's Initials _____ / _____

26. DISPUTE RESOLUTION:

A. MEDIATION: Buyer and Seller agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Buyer and Seller also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 26C.

B. ARBITRATION OF DISPUTES: Buyer and Seller agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. Buyer and Seller also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 26C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials DP / _____ Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver nor violation of the mediation and arbitration provisions.

(2) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

27. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

28. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

Buyer's Initials (DP)(_____)

Seller's Initials (_____)(_____)

Reviewed by _____ Date _____

Property Address: 1413 Queens Rd. Los Angeles, Ca 90069 Date: July 14, 2013

29. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit shall be returned unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Williams Rae, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or, if checked, ☐ by ☐ AM ☐ PM, on _____ (date)).

Date 07/14/2013 2013-07-18 04:55 GMT Date

BUYER BUYER

Rayle Investments, LLC (Print name) (Print name)

(Address)

30. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☒ (If checked) SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form CO) DATED: 07-17-13

Date Date

SELLER SELLER

(Print name) (Print name)

(Address)

(/) (Initials) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A, Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement (C.A.R. Form CBC) between Listing Broker and Cooperating Broker. Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Rodeo Realty Williams Rae DRE Lic. # 01451028 DRE Lic. # 00951959 Date 07/14/2013 2013-07-18 04:18 GMT
By Alex Zee City Los Angeles State CA Zip 90069
Address 9200 Sunset Blvd # 200 E-mail Rae@RodeoRealtyrrae.com
Telephone (310) 302-0025 Fax (310) 281-0381

Real Estate Broker (Listing Firm) Keller Williams Beverly Hills DRE Lic. # 01921818 DRE Lic. # 01428775 Date 07-17-13
By [redacted] Date [redacted] State CA Zip 90210
Address [redacted] E-mail [redacted]
Telephone (310) 888-0246 Fax [redacted]

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $_____), ☐ Seller's Statement of Information and counter offer number _____, and agrees to act as Escrow Holder subject to paragraph 24 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____ Escrow # _____
Escrow Holder _____ Date _____
By _____
Address _____
Phone/Fax/E-mail _____
Escrow Holder is licensed by the California Department of ☐ Corporations, ☐ Insurance, ☐ Real Estate. License # _____

PRESENTATION OF OFFER: (_____) Listing Broker presented this offer to Seller on _____ (date).
Broker or Designee initials

REJECTION OF OFFER: (_____)(_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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Reviewed by
Broker or Designee _____ Date _____

CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA-A, Revised 10/02)

Property Address: 1413 Queens Rd., Los Angeles, Ca 90069 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. In sales involving residential dwellings with no more than four units, Brokers have a duty to make a diligent visual inspection of the accessible areas of the Property and to disclose the results of that inspection. However, as some Property defects or conditions may not be discoverable from a visual inspection, it is possible Brokers are not aware of them. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof, plumbing, heating, air conditioning, electrical, mechanical, security, poolspa, other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property. (Structural engineers are best suited to determine possible design or construction defects, and whether improvements are structurally sound.)
2. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. (Professionals such as appraisers, architects, surveyors and civil engineers are best suited to determine square footage, dimensions and boundaries of the Property.)
3. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms and other infestation or infection. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. A registered structural pest control company is best suited to perform these inspections.
4. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage. (Geotechnical engineers are best suited to determine such conditions, causes and remedies.)

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Buyer's Initials (MD)(_____)
Seller's Initials (_____)(_____)
Reviewed by _____ Date _____

Prepared using zipForm® software

Agent: Melissa Zee Phone: 310-349-5699 Fax: 310-461-0381
Broker: Rodeo Realty Fine Estates,9200 Sunset Blvd Ste 200 North West Hollywood,CA 90069

Date: July 14, 2013

Property Address: 1413 Queens Rd., Los Angeles, Ca 90069

5. **ROOF:** Present condition, age, leaks, and remaining useful life. (Roofing contractors are best suited to determine these conditions.)
6. **POOL/SPA:** Cracks, leaks or operational problems. (Pool contractors are best suited to determine these conditions.)
7. **WASTE DISPOSAL:** Type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
8. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components.
9. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants). (For more information on these items, you may consult an appropriate professional or read the booklets "Environmental Hazards: A Guide for Homeowners, Buyers, Landlords and Tenants," "Protect Your Family From Lead in Your Home" or both.)
10. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood. (A Geologist or Geotechnical Engineer is best suited to provide information on these conditions.)
11. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may effect other decisions, including the removal of loan and inspection contingencies. (An insurance agent is best suited to provide information on these conditions.)
12. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. (Such information is available from appropriate governmental agencies and private information providers. Brokers are not qualified to review or interpret any such information.)
13. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants; and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements. (Government agencies can provide information about these restrictions and other requirements.)
14. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. (Local government agencies can provide information about these restrictions and other requirements.)
15. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless Internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

2013-07-15 04:05 GMT 07/14/2013

Buyer Signature Date

Buyer Signature Date

Neville Investments, LLC

Seller Signature Date 7/18/13

Seller Signature Date

WES AVERY CHAPTER 7 TRUSTEE

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CALIFORNIA ASSOCIATION OF REALTORS®

COUNTER OFFER No. 1

For use by Seller or Buyer. May be used for Multiple Counter Offer.
(C.A.R. Form CO, Revised 11/10)

Date July 17, 2013

This is a counter offer to the: [X] California Residential Purchase Agreement, [ ] Counter Offer No., or [ ] Other ("Offer"), dated July 14, 2013, on property known as 1413 Queens Road Los Angeles, CA 90069 ("Property"), between Revilo Investments, LLC ("Buyer") and Ves Avery, Chapter 7 Trustee ("Seller").

1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
   A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer.
   B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.
   C. OTHER TERMS: 1.) Item #4A(1), 4B(1) and 4B(2) of the Residential Purchase Agreement to be buyers responsability and completed prior to the close of escrow by buyer. 2.) Item 14A of the Residential Purchase Agreement to be 7 Days. 3.) Item #25, 26(A) and 26(B) of the Residential Purchase Agreement will NOT be initialed by buyer or seller. 4.) This entire offer is subject to Bankruptcy Court Approval and is subject to over bid, if any. 4.) Buyer to sign sellers addendum and is made part of this entire contract. 5.) Subject property being sold in it's "as-is" condition.
   D. The following attached addenda are incorporated into this Counter Offer: [X] Addendum No. 1 [ ] [ ]

2. RIGHT TO ACCEPT OTHER OFFERS: If this is a Seller Counter Offer, (i) Seller has the right to continue to offer the Property for sale or for another transaction, and to accept any other offer at any time prior to Acceptance, as described in paragraph 3 and (ii) Seller's acceptance of another offer prior to Buyer's Acceptance of this Counter Offer, shall revoke this Counter Offer.

3. EXPIRATION: This Counter Offer shall be deemed revoked and the deposits, if any, shall be returned unless this Counter Offer is signed by the Buyer or Seller to whom it is sent and a Copy of the signed Counter Offer is personally received by the person making this Counter Offer or by ____, who is authorized to receive it, by 5:00 PM on the third Day After the later date specified in paragraph 5 or, (if checked) by [X] July 19, 2013 (date), at 12:00 [ ] AM [X] PM. This Counter Offer may be executed in counterparts.

4. [ ] (If checked:) MULTIPLE COUNTER OFFER: Seller is making a Counter Offer(s) to another prospective buyer(s) on terms that may or may not be the same as in this Counter Offer. Acceptance of this Counter Offer by Buyer shall not be binding unless and until it is subsequently re-Signed by Seller in paragraph 7 below and a Copy of the Counter Offer Signed in paragraph 7 is personally received by Buyer or by ____, who is authorized to receive it, by 5:00 PM ____ (date), at ____ [ ] AM [ ] PM, on the third Day After the later date specified in paragraph 5 or, (if checked) by [ ] ____. Prior to the completion of all of these events, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property. NOTE TO SELLER: Sign and date in paragraph 5 to make this Counter Offer.

5. OFFER: [ ] BUYER OR [X] SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
   Ves Avery, Chapter 7 Trustee — Date 7/18/13
   ____ — Date ____

6. ACCEPTANCE: I/WE accept the above Counter Offer (if checked [ ] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
   Revilo Investments, LLC — Date 7/19/13 Time 9 [X] AM [ ] PM
   ____ — Date ____ Time ____ [ ] AM [ ] PM

7. MULTIPLE COUNTER OFFER SIGNATURE LINE: By signing below, Seller accepts this Multiple Counter Offer. NOTE TO SELLER: Do NOT sign in this box until after Buyer signs in paragraph 6. (Paragraph 7 applies only if paragraph 4 is checked.)
   ____ — Date ____ Time ____ [ ] AM [ ] PM
   ____ — Date ____ Time ____ [ ] AM [ ] PM

8. (____/____) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by the maker of the Counter Offer, or that person's authorized agent as specified in paragraph 3 (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent as specified in paragraph 4) on (date) ____ at ____ [ ] AM [ ] PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by the the maker of the Counter Offer, or that person's authorized agent (or, if this is a Multiple Counter Offer, the Buyer or Buyer's authorized agent) whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Acceptance has occurred.

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Reviewed by ____ Date ____

Agent: Derek Andrews Phone: 310-688-0344 Fax: 310-276-1170
Broker: Keller Williams 439 N. Cannon Drive Penthouse Beverly Hills, CA 90210

Prepared using zipForm® software

ADDENDUM A

The terms of this addendum (the "Addendum") supplement, amend and supersede the terms of the foregoing Residential Resale Real Estate Purchase Contract (the "Agreement") between Wesley H. Avery, Chapter 7 Trustee (the "Seller" or "Trustee") for the bankruptcy estate (the "Estate") of Jeffrey Morgan (the "Debtor") in Bankruptcy Case No. 2:12-BK-44548-TD (the "Bankruptcy Case") on the one hand, and Revlio Investments, LLC, an LLC (the "Buyer") on the other hand, as follows:

1. The Seller of the single family residence commonly known as 1413 Queens Road Los Angeles, CA. 90069 (hereinafter the "Real Property") is Wesley Avery as the chapter 7 bankruptcy trustee for the Estate of the Debtors, and not Wesley Avery as an individual.

2. To the degree that the Agreement conflicts with this Addendum, this Addendum controls and the Agreement is not binding and is superseded.

3. The foregoing Agreement and this Addendum are unenforceable and of no legal effect, unless and until approved by the Bankruptcy Court. Any and all sales of the Real Property are subject to review and approval by the Bankruptcy Court, and any proposed sale is subject to overbid at the time of the hearing on the Motion to Approve the sale of the Real Property. If the Buyer is overbid at the auction for the Real Property in the Bankruptcy Court, the Buyer agrees to release the Seller from any and all obligations under this Agreement and Addendum other than the return of any deposits made by the Buyer.

4. Any Bankruptcy Court Order approving the sale of the Real Property is subject to a fourteen (14) day waiting period after the entry of said order before any escrow for the sale of the Real Property may close.

5. To the degree that the Agreement contains disclosure or warranty provisions, then the undersigned is a federal 7 bankruptcy trustee and there will be no warranties or disclosures made concerning the Real Property.

6. Because the sale of the Real Property is a bankruptcy sale, any such sale shall be "as-is" and without any warranties (whatsoever), and any transfer shall be by the Bankruptcy Trustee's Deed or Quitclaim deed at the Seller's option.

7. Any and all disputes in connection with the Agreement and/or this Addendum are subject to the exclusive jurisdiction and venue of the United States Bankruptcy Court hearing in the Bankruptcy Case in Los Angeles, California.

8. No fees shall be paid and no costs shall be reimbursed unless and until ordered by the Bankruptcy Court under 11 U.S.C. Section 328, 330 and/or 331. Any and all such fees and costs shall be the sole and exclusive liability of and claim against the Estate and Wesley H. Avery shall not have any personal liability on any account.

9. To the extent that liens, claims or co-owners, or other encumbrances against the Real Property, if any, make the sale infeasible or unprofitable to the Estate, then the Seller may at this option terminate this Agreement and cancel any proposed sale under this Agreement. In such case, the Buyer agrees to fully completely release Seller from any and all obligations under this Agreement other than the return of any deposits made by the Buyer.

10. The Agreement and this Addendum shall automatically terminate in the event that the Real Property cannot be administered, or if title insurance satisfactory to the Seller and the Buyer cannot be obtained. In such an event, the Buyer then agrees to fully and completely release Seller from any and all obligations under the Agreement and this Addendum other than the return of any deposits made by the Buyer.

Dated: 7/18/13

Wesley H. Avery
Chapter 7 Trustee of
Jeffrey Morgan

Dated: 7/19/13

Revilo Investments, an LLC

EXHIBIT 5

Lawyers Title

Lawyers Title Company
7530 N. Glenoaks Blvd.
Burbank, CA 91504
Phone: (818) 767-2000
Fax: (818) 504-4937

CALIBER ESCROW
20812 VENTURA BLVD. SUITE# 102
WOODLAND HILLS, CA 91364

Attn: SEBASTIAN AMIRIAN

Title Officer: Rich Miehl--So
email: tu07@ltic.com
Phone No.: (818) 252-6050
Fax No.: (818) 252-4549
File No.: 113073104

Your Reference No: 1413 QUEENS RD

Property Address: 1413 Queens Road, City of Los Angeles, California

PRELIMINARY REPORT

Dated as of May 8, 2013 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, Lawyers Title - LA hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company.**

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

File No: 113073104

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

CLTA/ALTA 2010 Homeowner's Policy of Title Insurance
ALTA Loan 2006

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee

Title to said estate or interest at the date hereof is vested in:

Jeffrey Patrick Morgan, an unmarried man, subject to Item No. 4 of Schedule B, Section B, subject to proceedings pending in the bankruptcy court where a petition for relief was filed.

Name of Debtor:	Jeffrey Morgan
Date of Filing:	October 12, 2012
U.S. District Court:	Central District of California
Case No:	12-44548

The land referred to herein is situated in the County of Los Angeles, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

File No: 113073104

EXHIBIT "A"

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

LOT 4 OF TRACT NO. 7737, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 88, PAGES 85 THROUGH 87 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 5555-010-035

File No: 113073104

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

File No: 113073104

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2013-2014.

B. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.

C. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (Commencing with Section 75) of the Revenue and Taxation Code of the State of California.

1. Water rights, claims or title to water, whether or not disclosed by the Public Records.

2. Any easements not disclosed by the Public Records as to matters affecting title to real property, whether or not said easements are visible and apparent.

3. A judgment for installment payments of spousal and/or child support, to be made by:

Debtor:	Jeffery Morgan
Creditor:	County of Los Angeles
County:	Los Angeles
Court:	Superior Court of California
Case No.:	BD 130155
Recording Date:	September 29, 1994
Recording No:	94-1792160, of Official Records

4. The effect of a Grant Deed

From:	Avi Kaplan, a single man
To:	Jeffrey Patrick Morgan, an unmarried man
Dated:	March 10, 2004
Recording Date:	April 19, 2004
Recording No.:	04-0938978, of Official Records
Note:	Said deed discloses the wrong Page No. and must be re-recorded to correct the legal description and perfect title

5. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount:	$1,025,000.00
Dated:	April 9, 2004
Trustor/Grantor:	Jeffrey Patrick Morgan, an unmarried man
Trustee:	DSL Service Company, a California Corporation
Beneficiary:	Downey Savings and Loan Association, F.A., a Federally Chartered Savings Association
Loan No.:	9032591661
Recording Date:	April 19, 2004
Recording No:	04-0938979, of Official Records

File No: 113073104

Assignment of the beneficial interest under said deed of trust which names:

Assignee:	U.S. Bank National Association
Recording Date:	July 28, 2011
Recording No.:	20111009330, of Official Records

6. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount:	$725,000.00
Dated:	June 20, 2005
Trustor/Grantor:	Jeffrey Morgan, an unmarried man, who acquired title as Jeffrey Patrick Morgan, an unmarried man
Trustee:	Recontrust Company, N.A.
Beneficiary:	Mortgage Electronic Registration Systems, Inc., solely as nominee for Countrywide Bank, a Division of Treasury Bank, N.A., its successors and assigns
Loan No.:	Not Set Out
Recorded Date:	June 28, 2005
Recorded No:	05-1515316, of Official Records

Said deed of trust recites that it secures a line of credit. If the line of credit is to be paid off in this transaction, this Company will require that the written demand for payment state that the line of credit has been frozen and that the demand is not subject to increase for any additional advances or draws. Accordingly, it is recommended that any request for a payoff demand statement advise the beneficiary of our requirement, and that the request be accompanied by: the borrower's written request to freeze the line of credit, the surrender of any unused checks or drafts, and anything else that may be required by the lender in order to issue an unconditional demand.

Assignment of the beneficial interest under said deed of trust which names:

Assignee:	Bank of America, N.A.
Recording Date:	November 15, 2011
Recording No.:	20111543503, of Official Records

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

File No: 113073104

REQUIREMENTS SECTION:

Req. No. 1: In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

Req. No. 2: Before issuing the requested policy of title insurance, the Company will require acknowledgement that all installments which have matured prior to and including, the date of the policy to be issued have been paid. This Acknowledgement must conform to state requirements and be in recordable form.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

File No: 113073104

INFORMATIONAL NOTES SECTION

Note No. 1: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

Note No. 2: California insurance code section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the company by wire transfer may be disbursed upon receipt. Funds deposited with the company via cashier's check or teller's check drawn on a California based bank may be disbursed on the next business day after the day of deposit. If funds are deposited with the company by other methods, recording and/or disbursement may be delayed. All escrow and sub-escrow funds received by the company will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the company in a financial institution selected by the company. The company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with such financial institution, and the company shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by the company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the company or its parent company and earnings on investments made with the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the company for its services in connection with the escrow or sub-escrow.

WIRING INSTRUCTIONS FOR THIS OFFICE ARE:

Union Bank
1980 Saturn Street, V03-012
Monterey Park, CA 91755
(800) 849-6466
ABA # 122000496
CREDIT TO: Lawyers Title - LA
ACCOUNT #: 9101081371

RE: 113073104

PLEASE INDICATE Lawyers Title - LA TITLE ORDER NUMBER

File No: 113073104

Note No. 3: Lawyers Title is a division of Commonwealth Land Title Insurance Company. The insurer in policies of title insurance, when issued in this transaction, will be Commonwealth Land Title Insurance Company.

Note No. 4: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.

Note No. 5: The following information will be included in the CLTA Form 116 or ALTA Form 22-06 Endorsement to be issued pursuant to this order:

There is located on said Land: a Single Family Residence
Known as: 1413 Queens Road
City of Los Angeles, California

Note No. 6: There are no conveyances affecting said land recorded within 24 months of the date of this report.

Note No. 7: The Company requires current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

(a) If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be in addition to the verbal hold the lender may have stipulated.
(b) If this Company cannot obtain a verbal update on the demand, we will either pay off the expired demand, or wait for the amended demand, at our discretion.
(c) All payoff figures are verified at closing. If the customer's last payment was made within 15 days of closing, our Payoff Department may hold one month's payment to insure check has cleared the bank (unless a copy of the cancelled check is provided, in which case there will be no hold.)

Note No. 8: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.:	5555-010-035
Fiscal Year:	2012-2013
1st Installment:	$11,966.85
2nd installment:	$11,966.84
Exemption:	$7,000.00
Code Area:	0000067

Processor: MP
Date Typed: May 17, 2013

File No: 113073104

ATTACHMENT ONE

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
   - land use
   - improvements on the land
   - land division
   - environmental protection

   This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

   This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
   - a notice of exercising the right appears in the public records on the Policy Date
   - the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
   - that are created, allowed, or agreed to by you
   - that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
   - that result in no loss to you
   - that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
   - to any land outside the area specifically described and referred to in Item 3 of Schedule A

     or
   - in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

In addition to the Exclusions, you are not insured against loss, costs, attorneys' fees, and the expenses resulting from:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any easements or liens not shown by the public records. This does not limit the lien coverage in Item 8 of Covered Title Risks.
3. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This does not limit the forced removal coverage in Item 12 of Covered Title Risks.
4. Any water rights or claims or title to water in or under the land, whether or not shown by the public records.

ATTACHMENT ONE
(Continued)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

SCHEDULE B, PART I
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

PART I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH A.L.T.A. ENDORSEMENT–FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
   (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

FORMERLY AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10-17-92)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (a) to timely record the instrument of transfer; or
      (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage.
In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:
   a. building
   b. zoning
   c. Land use
   d. improvements on Land
   e. land division
   f. environmental protection

   This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
   This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
   a. notice of exercising the right appears in the Public Records at the Policy Date; or
   b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records.
   b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date—this does not limit the coverage described in Covered Risk 7, 8.d., 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 14, 15, 16, and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1.00% of Policy Amount or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 15:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 16:	1.00% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 18:	1.00% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

ATTACHMENT ONE
(CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or $ 5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or $ 2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvements now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records a Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
   (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth-in-lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
   (a) The time of the advance; or
   (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07/26/10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) created, suffered, assumed or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.

9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is

   (a) a fraudulent conveyance or fraudulent transfer, or

   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Lawyers Title

Lawyers Title Company
7530 N. Glenoaks Blvd.
Burbank, CA 91504
Phone: (818) 767-2000
Fax: (818) 504-4937

Order No. 113073104

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company
LTC – Lawyers Title Company

FNF Underwriter
CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)
No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected
We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information
We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access To Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement
This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

EXHIBIT 6

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Central District of California		PROOF OF CLAIM
Name of Debtor: Morgan, Jeffrey	Case Number: 12-44548-TD(CH#11)	
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Los Angeles County Treasurer and Tax Collector		COURT USE ONLY
Name and address where notices should be sent: Los Angeles County Treasurer and Tax Collector, PO Box 54110, Los Angeles, CA 90054-0110 Telephone number: (213) 974-7803 email: bankruptcy@ttc.lacounty.gov		☐ Check this box if this claim amends a previously filed claim. **Court Claim Number:**_____ (*If known*) Filed on:_____
Name and address where payment should be sent (if different from above): Telephone number: email:		☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ 11,966.84

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Property Tax
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):
2 0 1 2	5555-010-035 (See instruction #3a)	_____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☑ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: $ 1,867,719.00

Annual Interest Rate _____% ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$_____

Basis for perfection: _____

Amount of Secured Claim: $ 11,966.84

Amount Unsecured: $_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority:
$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "redacted".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☑ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: ManLing Kuo
Title: Tax Services Clerk I
Company: Los Angeles County Tax Collector
Address and telephone number (if different from notice address above):

(Signature) 02/20/2013 (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DECLARATION OF SERVICE OF MAIL

STATE OF CALIFORNIA, County of Los Angeles:

Man-Ling Kuo states: I am and at all times herein mentioned have been a citizen of the United States and a resident of the County of Los Angeles, over the age of eighteen years and not a party to nor interested in the within action; that my business address is 160 Kenneth Hahn Hall of Administration, City of Los Angeles, County of Los Angeles, State of California; that I am readily familiar with the business practice of the Los Angeles County Treasurer and Tax Collector for collection and processing of correspondence for mailing with the United States Postal Service; and that the correspondence would be deposited within the United States Postal Service that same day in the ordinary course of business;

That on the **20th day** of **February, 2013** I served the attached **PROOF OF CLAIM** upon Interested Party (ies) by depositing copies thereof, enclosed in a sealed envelope and placed for collection and mailing on that date following ordinary business practices in the United States Postal Service, addressed as follows:

Debtor or Debtor's Attorney

Julie J Moradi-Lopes
Oaktree Law
10900 183rd St Ste 270
Cerritos, CA 90703

Chapter 7 or 13 Standing Attorney

N/A

I declare under penalty of perjury that the foregoing is true and correct. Executed this **20th day** of **February, 2013**, at Los Angeles, California.

Man-Ling Kuo

SUBSTITUTE SECURED PROPERTY TAX BILL

JULY 1, 2012 TO JUNE 30, 2013

CRT: R#14
E538947

LOS ANGELES COUNTY TAX COLLECTOR
225 North Hill Street, Los Angeles, CA 90012
FOR ASSISTANCE CALL 1(213) 974 2111 OR 1(888) 807-2111, ON THE WEB AT www.lacountypropertytax.com

5555 010 035
MORGAN,JEFFREY P
1413 QUEENS RD
LOS ANGELES CA 90069-1904

ELECTRONIC FUND TRANSFER NUMBER
ID#:19 5555 010 035 5 YR:12 SEQ:0006

SITUS ADDRESS:
1413 QUEENS RD
LOS ANGELES CA 90069-1904

ASSESSOR'S ID. NO. Map Book	Page	Parcel	Year	Seq. No.	1ST INSTALLMENT 10% Penalty After	2ND INSTALLMENT 10% Penalty + $10.00 Cost After	TOTAL TAX Penalties Apply When Shown
5555	010	035	12	000	12 10 12	04 10 13	
		TAX			11966 85	11966 84	23933 69
		PENALTY			00	00	00
		TOTAL			11966 85	11966 84	23933 69
		NET PD/REF			11966 85	00	11966 85
		DUE			00	11966 84	11966 84

ROLL YEAR	CURRENT ASSESSED VALUE	PRIOR ASSESSED VALUE	TAXABLE VALUE
LAND	1131952		1131952
IMPROVEMENTS	735767		735767
FIXTURES			
		TOTAL	1867719
		LESS EXEMPTION HOME	7000
		NET TAXABLE VALUE	1860719

AUTH. NO.: 000153 LC
PRINT DATE: 02 19 13

ANY RETURNED PAYMENT MAY BE SUBJECT TO A FEE UP TO $50.00.

ANNUAL

MORGAN,JEFFREY P
1413 QUEENS RD
LOS ANGELES CA 90069-1904

000153 LC

USE THESE NUMBERS ON ALL PAYMENTS AND CORRESPONDENCE

ASSESSOR'S ID. NO. Map Book	Page	Parcel	Year	Seq. No.	Pay Key
5555	010	035	12	000	2

2ND INSTALLMENT	INDICATE AMOUNT PAID
11966 84	

PAY THIS AMOUNT BY: 04 10 13

96647

If not paid by add penalty and cost 04 10 13
of
to 2nd Installment 1206 68
for a total of 13173 52

MAKE PAYMENT PAYABLE TO: Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

LOS ANGELES COUNTY TAX COLLECTOR
P.O. BOX 54018
LOS ANGELES, CA 90054-0018

CRT: R#14
E538947

2

139120006555501003500011966840001317352647204 10

DETACH AND MAIL THIS STUB WITH 2ND INSTALLMENT PAYMENT

ANNUAL

OUR RECORDS INDICATE THE
1ST INSTALLMENT WAS PAID

USE THESE NUMBERS ON ALL PAYMENTS AND CORRESPONDENCE

ASSESSOR'S ID. NO. Map Book	Page	Parcel	Year	Seq. No.	Pay Key
5555	010	035	12	000	

1ST INSTALLMENT	INDICATE AMOUNT PAID

PAY THIS AMOUNT BY:

If not paid by add penalty
of
to 1st Installment
for a total of

MAKE PAYMENT PAYABLE TO: Please write the ASSESSOR'S ID. NO. on the lower left corner of your payment.

CRT: R#14
E538947

1

DETACH AND MAIL THIS STUB WITH 1ST INSTALLMENT PAYMENT

765983 (REV. 5/2012)

CLAIM ATTACHMENT SHEET

This claim is a secured tax secured by a statutory lien under California state law. This claim is secured under 11 U.S.C. Section 506(b).

This claim is subject to interest under California Revenue and Taxation Code Section 4103, 11 U.S.C. Section 506 (b) and 11 U.S.C. Section 511 as well as costs, fee and attorney fees.

The claim will continue to increase and interest will continue to accrue until it is paid.

Taxes for 2013-2014 are hereby included in this claim due to statutory lien date of January 1st per the California Revenue and Taxation Code Section 2192. The amount of taxes is to be determined.

EXHIBIT 7

B6D (Official Form 6D) (12/07)

In re **Jeffrey Morgan**, Debtor

Case No. _____

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor" ,include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	Husband, Wife, Joint, or Community (H W J C)	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No. **x0243** **Bank of America** **450 AMERICAN ST # SV416** **Simi Valley, CA 93065**		-	**06/2005** **Deed of Trust** **Location: 1413 Queens Rd, West Hollywood CA 90069** Value $ **2,182,346.00**				**468,234.00**	**0.00**
Account No. **xx0305** **MERCEDES-BENZ FINANCIAL SERVICES** **13650 Heritage Valley Parkway** **Fort Worth, TX 76177**	X	-	**08/2010** **2010 Mercedes - Benz E-350, mileage 27,000** **Leased vehicle** Value $ **0.00**				**9,213.00**	**9,213.00**
Account No. **xxxxxx1661** **US Bank** **3121 Michelson Drive, Suite 500** **Irvine, CA 92612**		-	**04/2004** **First Mortgage** **Location: 1413 Queens Rd, West Hollywood CA 90069** Value $ **2,182,346.00**				**1,048,210.00**	**0.00**
Account No.			Value $					
0 continuation sheets attached			Subtotal (Total of this page)				**1,525,657.00**	**9,213.00**
			Total (Report on Summary of Schedules)				**1,525,657.00**	**9,213.00**

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EXHIBIT 8

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Central **DISTRICT OF** California

PROOF OF CLAIM

Name of Debtor: Jeffrey Morgan

Case Number: 2:12-bk-44548-TD

NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property): BANK OF AMERICA, N.A.

COURT USE ONLY

Name and address where notices should be sent:
PROBER & RAPHAEL
ATTORNEYS FOR SECURED CREDITOR
P.O. Box 4365
Woodland Hills, CA 91365-4365
(818) 227-0100
Telephone number: email:

❒ Check this box if this claim amends a previously filed claim.

Court Claim Number:_____
(*If known*)

Filed on:_____

Name and address where payment should be sent (if different from above):
Bank of America, N.A.,
P.O. Box 660933
Dallas, TX 75266-0933

Telephone number: email:

❒ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ 485,983.27

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☒ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: Mortgage Note
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: 5366 (B.500-12564.NF)

3a. Debtor may have scheduled account as: Bank of America
(See instruction #3a)

3b. Uniform Claim Identifier (optional):
(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☒ Real Estate ❒ Motor Vehicle ❒ Other
Describe: 1413 Queens Road, Los Angeles, California 90069

Value of Property: $_____

Annual Interest Rate 3.25 **%** ❒ Fixed or ☒ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: $ 17,748.62

Basis for perfection: Recorded Mortgage/Deed of Trust

Amount of Secured Claim: $ 485,983.27

Amount Unsecured: $_____

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

❒ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

❒ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).

❒ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

Amount entitled to priority:
$_____

❒ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

❒ Taxes or penalties owed to governmental units – 11U.S.C. §507 (a)(8).

❒ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "**redacted**".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

❒ I am the creditor. ❒ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ❒ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ❒ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Joseph Garibyan
Title: Attorney
Company: Prober & Raphael, A Law Corporation
Address and telephone number (if different from notice address above):
P.O. Box 4365
Woodland Hills, CA 91365-4365
Telephone number: (818) 227-0100 email: cmartin@pralc.com

(Signature) 11/5/12 (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq*.), and any applicable orders of the bankruptcy court.

B 10 (Attachment A) (12/11)

Mortgage Proof of Claim Attachment

If you file a claim secured by a security interest in the debtor's principal residence, you must use this form as an attachment to your proof of claim. See Bankruptcy Rule 3001(c)(2).

Name of debtor: Jeffrey Morgan

Case number: 2:12-bk-44548-TD

Name of creditor: BANK OF AMERICA, N.A.

Last four digits of any number you use to identify the debtor's account: 5366

Part 1: Statement of Principal and Interest Due as of the Petition Date

Itemize the principal and interest due on the claim as of the petition date (included in the Amount of Claim listed in Item 1 on your Proof of Claim form).

1. **Principal due** (1) $ 468,234.65

2. **Interest due**

Interest rate	From mm/dd/yyyy	To mm/dd/yyyy	Amount
3.25 %	07/25/2011	09/24/2012	$ 16,863.18
%			$
%			+ $
Total interest due as of the petition date			$ 16,863.18

Copy total here ▶ (2) + $ 16,863.18

3. **Total principal and interest due** (3) $ 485,097.83

Part 2: Statement of Prepetition Fees, Expenses, and Charges

Itemize the fees, expenses, and charges due on the claim as of the petition date (included in the Amount of Claim listed in Item 1 on the Proof of Claim form).

Description	Dates incurred		Amount
1. **Late charges**	See Attachment	(1)	$ 885.44
2. **Non-sufficient funds (NSF) fees**		(2)	$
3. **Attorney's fees**		(3)	$
4. **Filing fees and court costs**		(4)	$
5. **Advertisement costs**		(5)	$
6. **Sheriff/auctioneer fees**		(6)	$
7. **Title costs**		(7)	$
8. **Recording fees**		(8)	$
9. **Appraisal/broker's price opinion fees**		(9)	$
10. **Property inspection fees**		(10)	$
11. **Tax advances (non-escrow)**		(11)	$
12. **Insurance advances (non-escrow)**		(12)	$
13. **Escrow shortage or deficiency** (Do not include amounts that are part of any installment payment listed in Part 3.)		(13)	$
14. **Property preservation expenses. Specify:**		(14)	$
15. **Other. Specify:**		(15)	$
16. **Other. Specify:**		(16)	$
17. **Other. Specify:**		(17)	+ $
18. **Total prepetition fees, expenses, and charges. Add all of the amounts listed above.**		(18)	$ 885.44

Part 3. Statement of Amount Necessary to Cure Default as of the Petition Date

Does the installment payment amount include an escrow deposit?

☒ No

☐ Yes. Attach to the Proof of Claim form an escrow account statement prepared as of the petition date in a form consistent with applicable nonbankruptcy law.

1. **Installment payments due**	Date last payment received by creditor	12/15/2011		
	Number of installment payments due	(1) 14		
2. **Amount of installment payments due**	5 installments @	$ 1,288.92		
	2 installments @	$ 1,247.35	Please see attached addendum	
	1 installments @	+ $ 1,205.77		
	Total installment payments due as of the petition date	$ 16,863.18	Copy total here ►	(2) $ 16,863.18
3. **Calculation of cure amount**	**Add total prepetition fees, expenses, and charges**		Copy total from Part 2 here ►	+ $ 885.44
	Subtract total of unapplied funds (funds received but not credited to account)			- $ 0.00
	Subtract amounts for which debtor is entitled to a refund			- $
	Total amount necessary to cure default as of the petition date			(3) $ 17,748.62

Copy total onto Item 4 of Proof of Claim form

Post-Petition Due Date: October 25, 2012

Post-Petition Payment Amount: $ 1,247.35

Bank of America, N.A. services the loan on the property referenced in this proof of claim. In the event the automatic stay in this case is modified, this case dismisses, and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of BANK OF AMERICA, N.A., NOTEHOLDER.

Note Holder, directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Note Holder or has been duly endorsed. Note holder is the original mortgagee or beneficiary or the assignee of the security instrument for the referenced loan.

B 10 (Attachment A) (12/11) (Addendum)

Part 1: Statement of Principal and Interest Due as of the Petition Date (Continued part 1)

Itemize the principal and interest due on the claim as of the petition date (included in the Amount of Claim listed in Item 1 on your Proof of Claim form).

1. **Principal due** (1) $ 468,234.65

2. **Interest due**

Interest rate	From mm/dd/yyyy	To mm/dd/yyyy	Amount
3.25 %	07/25/2011	09/24/2012	$ 16,863.18
%			$
%			$
%			$
%			$
%			$
%			$
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%			$
%			$
%			$
%			$
%			$
%			$
Total interest due as of the petition date			$ 16,863.18

Copy total here ► (2) + $ 16,863.18

3. **Total principal and interest due** (3) $ 485,097.83

Part 3: Statement of Amount Necessary to Cure Defaults as of the Petition Date (Continued part 3)

2. **Amount of installment payments due**

3	installments @	$ 1,292.46
1	installments @	$ 339.21
2	installments @	$ 1,250.76
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
	installments @	$
Total installment payments due as of the petition date		$ 16,863.18

Copy total here ► (2) $ 16,863.18

SPECIAL NOTICE

THE FOLLOWING NOTICE IS GIVEN TO YOU IN THE EVENT THAT THE FEDERAL FAIR DEBT COLLECTIONS ACT APPLIES TO THIS COMMUNICATION.

The following statement provides you with notice of certain rights which you may have by law. Nothing in this statement modifies or changes the hearing date or response time specified in the attached documents or your need to take legal action to protect your rights in this matter. No provision of the following statement modifies or removes your need to comply with local rules concerning the attached documents.

CONSUMER DISCLOSURE

This communication is made in an attempt to collect on a debt or judgment and any information obtained will be used for that purpose. Please be advised that if you notify Prober and Raphael within 30 days that all or a part of your obligation or judgment is disputed, then Prober and Raphael will mail to you a written verification of the obligations or judgment and the amounts owed to BANK OF AMERICA, N.A.

In addition and upon your request within 30 days, you will be provided with the name and address of the original creditor, if different from the current creditor.

EXHIBIT 9

Attorney or Party Name, Address, Telephone and FAX
Julie J. Moradi-Lopes SBN 263382
Oaktree law
10900 183rd St. Ste. 270
Cerritos CA 90703
(562) 741-3938 (888) 408-2210 fax Julie@oaktreelaw.com

☐ Pro Se Debtor

OFFICE OF THE UNITED STATES TRUSTEE LOS ANGELES DIVISION	SUBMIT TO UNITED STATES TRUSTEE – DO NOT FILE WITH COURT
In Re: Jeffrey Morgan Debtor-In-Possession.	Case Number: 2:12-bk-44548-TD **REAL PROPERTY QUESTIONNAIRE** CHECK ONE BOX: ☑ Owned ☐ Being Purchased ☐

Within seven (7) days after the filing of the petition, every chapter 11 Debtor in Possession which holds any interest in any parcel of real property shall provide the United States Trustee with a completed Real Property Questionnaire (form UST-5). Included within the meaning of the phrase "any interest in any parcel of real property" are real property leases, land sales contracts, open escrows and other transactions under with the Debtor presently may not be a titleholder of record.

The United States Trustee deems the requested information necessary to carry out his statutory responsibilities to monitor and evaluate all pending Chapter 11 cases in this District. Therefore, failure to timely and fully submit this form for each parcel of real property may result in the filing of a motion to dismiss this case, convert this case to one under Chapter 7 or for appointment of a Trustee. Consequently, the Debtor is required to fully answer each question contained in each section of this Questionnaire that applies to the particular parcel of real property involved. A separate Questionnaire is to be filed for each parcel of real property. If additional space is required for any answer, and continuation sheet specifying the Section and Question involved should be attached.

SECTION ONE: PROPERTY OWNED OR BEING PURCHASED BY DEBTOR

A. Address of property including county and state in which it is located:
1413 Queens Rd., Los Angeles CA 90069
County of Los Angeles

B. Legal Description of Property (i.e. Lot and Tract Number, including Tax Assessor's I.D. Number)
Lot 4, Tract 7737 Assessor ID # 5555-010-035

C. Percentage interest in the property owned by the Debtor: 100%

D. Date of Debtor's Acquisition of the Property: 4-1-2004
Purchase Price: $ 1,650,000.00

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: 8200 Wilshire Blvd., Suite 400, Beverly Hills, CA 90211

The foregoing documents described as **Notice of Motion and Motion for Order Authorizing Sale of Real Property, Free and Clear of Liens, Claims, and Interests, Subject to Overbid; Declarations of Wesley H. Avery and Derek Andrews in Support Thereof** 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 07/24/12 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 addresses stated below:

☒ Service information continued on attached page

II. SERVED BY UNITED STATES MAIL: On (*date*) 07/24/12, I served the following persons and/or entities at the last known addresses 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 addressed 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

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 07/24/12 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 personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

Personal Delivery:
The Honorable Thomas Donovan, U.S. Bankruptcy Judge
United States Bankruptcy Court, Roybal Federal Building
255 E. Temple Street, Bin Outside of Suite 1352
Los Angeles, CA 90012-3332

☐ 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.

07/24/12	Elizabeth Prado	/s/ Elizabeth Prado
Date	*Type Name*	*Signature*

ADDITIONAL SERVICE LIST

In re Jeffrey Morgan
Ch. 7 Case No. 2:12-bk-44548-TD

SERVICE VIA NEF:

- Wesley H Avery (TR) wamiracle6@yahoo.com, jmoattrustee@gmail.com;C117@ecfcbis.com
- Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com
- Joseph Caceres jec@locs.com, generalbox@locs.com
- Julie J Moradi-Lopes julie@oaktreelaw.com, oakecfmail@gmail.com
- Randall P Mroczynski randym@cookseylaw.com
- Queenie K Ng queenie.k.ng@usdoj.gov
- Cassandra J Richey cmartin@pralc.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Melissa A Vermillion cmartin@pralc.com

SERVICE VIA U.S. MAIL:

All on attached list served via U.S. mail with the exception of anyone on NEF list

Label Matrix for local noticing
0973-2
Case 2:12-bk-44548-TD
Central District Of California
Los Angeles
Wed Jul 24 12:55:34 PDT 2013

Bank of America, N.A. c/o Prober & Raphael
P.O. Box 4365
Woodland Hills, CA 91365-4365

Daimler Trust
c/o BK Servicing, LLC
PO Box 131265
Roseville, MN 55113-0011

Oaktree Law
10900 183rd St Ste 270
Cerritos, CA 90703-5343

Los Angeles Division
255 East Temple Street,
Los Angeles, CA 90012-3332

Audrone Aukscenyte
1413 Queens Rd
West Hollywood, CA 90069-1904

Bank of America
450 AMERICAN ST # SV416
Simi Valley, CA 93065-6285

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
c/o PROBER & RAPHAEL
ATTORNEYS FOR SECURED CREDITOR
P.O. Box 4365
Woodland Hills, CA 91365-4365

CBE GROUP
131 TOWER PARK DR STE 100
Waterloo, IA 50701-9374

Chase Bank
PO Box 15298
Wilmington, DE 19850-5298

FIA CARD SERVICES, N.A.
4161 Piedmont Parkway
NC4 105 03 14
Greensboro, NC 27410

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

I C SYSTEM INC
PO BOX 64378
Saint Paul, MN 55164-0378

Internal Revenue Service
PO BOX 7346
Philadelphia, PA 19101-7346

Los Angeles County Treasurer and Tax Collect
PO Box 54110,
Los Angeles, CA 90054-0110

MERCEDES-BENZ FINANCIAL SERVICES
13650 Heritage Valley Parkway
Fort Worth, TX 76177

NCO FINANCIAL SERVICES
2920 PROSPECT PARK DR STE 200
Rancho Cordova, CA 95670-6036

US Bank
3121 Michelson Drive, Suite 500
Irvine, CA 92612-7673

USAA SAVINGS BANK
PO BOX 33009
San Antonio, TX 78265-3009

United States Trustee
725 S. Figueroa Street, Suite 2600
Los Angeles, CA 90017-5413

United States Trustee (LA)
725 S Figueroa St., 26th Floor
Los Angeles, CA 90017-5413

Usaa Federal Savings Bank
C O WEINSTEIN AND RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

Jeffrey Morgan
7944 West 4th St
Los Angeles, CA 90048-4413

Michael Jay Berger
9454 Wilshire Blvd 6th Fl
Beverly Hills, CA 90212-2937

Wesley H Avery (TR)
28005 Smyth Drive # 117
Valencia, CA 91355-4023

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Bank of America
PO BOX 982235
El Paso, TX 79998

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Caceres & Shamash LLP

(u)Courtesy NEF

(u)Keller Williams

(d)Daimler Trust
c/o BK Servicing, LLC
PO Box 131265
Roseville, MN 55113-0011

End of Label Matrix	
Mailable recipients	25
Bypassed recipients	4
Total	29

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: 8200 Wilshire Blvd., Suite 400, Beverly Hills, CA 90211

The foregoing documents described as **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 07/30/12 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 addresses stated below:

☒ Service information continued on attached page

II. SERVED BY UNITED STATES MAIL: On (*date*) 07/30/12, I served the following persons and/or entities at the last known addresses 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 addressed 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

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 07/30/12 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 personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

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United States Bankruptcy Court, Roybal Federal Building
255 E. Temple Street, Bin Outside of Suite 1352
Los Angeles, CA 90012-3332

☐ 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.

07/30/12	Elizabeth Prado	/s/ Elizabeth Prado
Date	*Type Name*	*Signature*

ADDITIONAL SERVICE LIST

In re Jeffrey Morgan
Ch. 7 Case No. 2:12-bk-44548-TD

SERVICE VIA NEF:

- Wesley H Avery (TR) wamiracle6@yahoo.com, jmoattrustee@gmail.com;C117@ecfcbis.com
- Michael Jay Berger michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com
- Joseph Caceres jec@locs.com, generalbox@locs.com
- Julie J Moradi-Lopes julie@oaktreelaw.com, oakecfmail@gmail.com
- Randall P Mroczynski randym@cookseylaw.com
- Queenie K Ng queenie.k.ng@usdoj.gov
- Cassandra J Richey cmartin@pralc.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Melissa A Vermillion cmartin@pralc.com

SERVICE VIA U.S. MAIL:

All on attached list served via U.S. mail with the exception of anyone on NEF list

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Case 2:12-bk-44548-TD
Central District Of California
Los Angeles
Tue Jul 30 11:38:41 PDT 2013

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P.O. Box 4365
Woodland Hills, CA 91365-4365

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PO Box 131265
Roseville, MN 55113-0011

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255 East Temple Street,
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Bank of America
450 AMERICAN ST # SV416
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Waterloo, IA 50701-9374

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US Bank
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