

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>MUFTHIHA SABARATNAM, ESQ. (State Bar No. 162982) Law Office of Mufthiha Sabaratnam 11601 Wilshire Blvd. Suite 500 Los Angeles, CA 90025 Tel:(310)575-4893 Fax:(213)403-6230</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for:</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

<p>In re: DURELL M. HENSLEY</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 2:13-16875RK CHAPTER: 11</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 02/19/2014</p>	<p>Time: 9:00 am</p>
<p>Location: 11601 Wilshire Blvd., Suite 500, Los Angeles, CA 90025</p>	

Type of Sale: Public Private **Last date to file objections:** 02/18/2014

Description of property to be sold:
3605 Moore St., LOS ANGELES, CA 90066 ("Moore Property"). Mar Vista. Corner location, 3 Bdrm, 2 Bath house, wood deck patio, pool set off to one side to leave plenty of yard. Master Bdrm includes full bath with private 2nd floor TV/lounge Loft looking down into master bedroom. Very nice front yard, property completely fenced. Large corner lot offers endless possibilities to rebuild or add on.

Terms and conditions of sale:
Condition of sale of the Moore Property and Assessments.
a. The Moore Property is being sold on an "as is" and "where is" basis and Debtor has not made any written or oral representation to the Buyers as to the condition of Moore Property. Bankruptcy Court approval required.

Proposed sale price: \$ 885,000.00

This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

Overbid procedure (if any):

See Attached.

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

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

Mufthiha Sabaratnam
11601 Wilshire Blvd., Suite 500
Los Angeles, CA 90025
Tel: (310)575-4893

James E. Mann BROKER
CB Platinum Commercial
3500 Barranca Pkwy Suite 120
Irvine, CA 92606

Tel: 949-552-0505 x144; 949-552-6784 Fax; Jim@CBPlatinumCommercial.com

Date: 01/29/2014

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:
11601 Wilshire Boulevard, Suite 500, Los Angeles, CA 90025

A true and correct copy of the foregoing document entitled: **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 stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On *(date)* _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Mark Domeyer mdomeyer@mileslegal.com Mark Domeyer mdomeyer@mileslegal.com Todd S Garan
ch11ecf@piteduncan.com Todd S Garan ch11ecf@piteduncan.com Lemuel B Jaquez bjaquez@mileslegal.com Alvin
Mar alvin.mar@usdoj.gov Jeannette Marsala jmarsala@pralc.com, cmartin@pralc.com Kelly M Raftery
bknotice@mccarthyholthus.com Cassandra J Richey cmartin@pralc.com Mufthiha Sabaratnam pke115mfs@yahoo.co
 Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On *(date)* 01/29/2014, 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

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on *(date)* _____, I served the following persons and/or entities by personal delivery, overnight mail service, 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, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

01/29/2014
Date

Mufthiha Sabaratnam
Printed Name

/s/Mufthiha Sabaratnam
Signature

1 MUFTHIHA SABARATNAM, ESQ.
State Bar No.: 162982
2 SABARATNAM & ASSOCIATES
11601 Wilshire Blvd., Suite 500
3 Los Angeles, CA 90025
Telephone No.: (310)575-4893
4 Facsimile No.: (213)403-6230
5 Counsel for Debtors



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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA LOS ANGELES DIVISION

In re
Durell M. Hensley
Debtor.

Case No.: **2:13-bk-16875-RK**

ORDER on Motion for Order Establishing Procedures and approving Overbid Procedures for the Sale of Estate Property located at 3605 Moore St., Los Angeles, CA 90066 and 3604 Beethoven Street, Los Angeles, Ca 90066;

Hearing :

DATE: December 17, 2013
TIME: 2.30 p.m.
Courtroom: 1675
255 East Temple Street
Los Angeles, CA 90012
Hon. Robert Kwan

On December 17, 2013, Debtor's Motion for Order Establishing Procedures and approving Overbid Procedures for the Sale of Estate Property located at 3605 Moore St., Los Angeles, CA 90066 and 3604 Beethoven Street, Los Angeles, Ca 90066 ("Motion") was heard in Court room 1675 before the undersigned United States Bankruptcy Judge. Mufthiha Sabaratnam, Esq.

1 appeared on behalf of the Debtor. Mark T. Domeyer appeared on behalf of Bank of New York
2 Mellon. Todd S. Garan appeared on behalf of Wells Fargo Bank, N.A. as trustee for WaMu
3 Mortgage pass-through Certificates Series 2004-PR2 Trust (“Wells Fargo Bank”). All other
4 appearances were as stated on the record.

5 The Court having reviewed the Motion, the oppositions filed by The Bank of New York
6 Mellon and Wells Fargo Bank, and having heard the arguments of counsel, and having found that,
7 under the circumstances of the case, for other good and adequate cause,

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9 IT IS HEREBY ORDERED that the Motion is granted as follows:

10 1. The Motion is granted;

11 The following Bid Procedures are hereby approved with respect to the sale of the Beethoven
12 Property and Moore Street Property:

13 a. **Stalking Horse:**

14 The highest offerors for the Beethoven Property and Moore Street property shall be the stalking
15 horse for the Beethoven Property and the Moore Street property, without the possibility of a
16 breakup fee.

17 b. **Timing: Procedures and Qualified Bids:** The debtor may solicit offers to purchase the
18 Beethoven Property and Moore Street property at any time up and to the offer deadline. The offer
19 deadline shall be **January 9, 2014** (the “Offer deadline”); Any Offer must have satisfied the
20 following conditions in order to be considered by the Debtor to be a “Qualified Offer”:

21 (i) the offer must be for at least \$10,000 more than the current highest offer for the Beethoven
22 Street Property or the Moore Street property;(ii) the offer must be presented in summary form and
23 include a Bid for Purchase of Real Property, together with a comparison between the proposed
24 purchase agreement and the Bid (provided that nothing herein shall restrict any offer from
25 proposing terms which are different from the terms set forth in the Bid); (iii) **no financing**
26 **contingencies**; (iv) proof of funds, which proof may include unqualified commitment letters from
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1 reputable and financially able institutions together with such information documents and financial
2 statements which will establish to the Debtor's satisfaction that the offeror has the ability and
3 capacity to consummate the transaction, which information may include both current and
4 historical financial statements and other information related to offeror's knowledge and experience
5 with respect to assets similar in nature as well as the ability to close; (v) accompanied by a deposit
6 in the amount of \$50,000 which deposit shall become immediately non-refundable in the event
7 the person who submitted the Qualified Offer is the winning bidder on the Sale Auction Date as
8 defined below;

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10 **c. Offer Evaluation Process**

11 Debtor shall distribute any offers received by debtor to the offerors upon receipt. Debtor shall
12 consider all offers and shall determine in its business judgment whether any offer constitutes a
13 qualified offer. Debtor shall notify purchasers and each person who has submitted an offer
14 whether such persons offer constituted a Qualified Offer no later than seven days prior to the sale
15 auction date as defined below. Notwithstanding anything to the contrary set forth elsewhere
16 herein, the debtor shall have no obligation to accept any Qualified bid if it is not on substantially
17 the same terms and conditions as the Bid (other than monetary terms) or otherwise withdraw
18 motion to sell the Beethoven Property and Moore Street property at any time up to and including
19 the sale confirmation hearing(as defined below). The rights of any interested party to object to the
20 debtor's approval of Offer as a Qualified Offer, or the debtor's acceptance of rejection of any
21 other otherwise Qualified Offer are preserved in their entirety and maybe raised at any time up to
22 and including the sale confirmation hearing; provided that the Debtor and/or purchasers each
23 reserve the right to revise its conditions of purchase and these bid procedure terms and
24 conditions in response to any such objections.

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1 **d. Sale Auction Date.**

2 Based on the offers received by the Debtor, sale auction date has been set for both properties
3 January 10, 2014, at which time all persons who have submitted qualified offers, shall be entitled
4 to bid on the Beethoven Property and the Moore Street property.

5 The Sale auction shall be held at the Law offices of Mufthiha Sabaratnam. The Debtor shall
6 conduct the auction. Bids shall be in the minimum incremental amounts of \$15,000. The bidding
7 will continue until there are no higher and better bids, with the right to purchase the Beethoven
8 Property and/or Moore Street property being awarded to the highest and best bid at the conclusion
9 of the auction. All other bidders shall be entitled to immediate return of their deposits at the
10 conclusion of the auction; provided that any bidder, may elect to leave its deposit in and be
11 considered a backup offer in the same order of priority as it placed in the bidding.
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13 **e. Sale Confirmation Hearing**

14 Debtor will file and serve the auction results on all parties entitled to notice, at least two (2) days
15 prior to the sale confirmation hearing, at which time the debtor will request that the bankruptcy
16 court enter an order setting forth the appropriate findings of fact, conclusions of law and orders,
17 including confirmation of the auction and awarding of the sale of the Beethoven Property and/or
18 Moore Street property to the winning bidder .
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20 **f. Closing Date:**

21 The closing of the sale shall occur ten (10) calendar days from the escrow's receipt of a certified
22 copy of the Sale Order.
23

24 g. Treatment of Secured Creditor's Claims:

25 1. The Bank of New York Mellon: Moore Street Property:

26 With respect to secured creditor, The Bank of New York Mellon, holder of the first trust deed lien,
27 on the Moore Street property, the sale of the collateral is expressly conditioned as follows: that the
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1 sale of the collateral either be for a full pay-off or on terms approved by the creditor in writing or
2 that the creditor be able to credit bid in accordance with 11 U.S.C. Section 363(k) if the creditor
3 does not believe that the sale price obtained by the public sale is sufficient.

4 2. Wells Fargo Bank, N.A.; 3604 Beethoven Property: With respect to secured creditor,
5 Wells Fargo Bank, holder of the first deed of trust lien encumbering the 3604 Beethoven Street
6 property (“Beethoven Property”). The sale of the Beethoven property is expressly conditioned
7 upon Wells Fargo Bank’s, written consent to the terms of the sale, and payment in full to Wells
8 Fargo Bank directly from escrow, from the proceeds of the sale as a first position secured creditor
9 in accordance with the terms and provisions of any pay off provided by Wells Fargo Bank. Wells
10 Fargo Bank, shall not be required to remove its lien encumbering the Beethoven property unless
11 and until it is paid in full in accordance with any payoff demand, provided as Debtor is proceeding
12 in accordance with 11 U.S.C. Section 363(b) upon entry of this Order, Wells Fargo Bank shall
13 provide a formal, current, written payoff demand to Debtor’s counsel and the designated escrow
14 officer. Wells Fargo Bank’s Claim secured by the Beethoven Property including those amounts
15 specified in any pay off provided by Wells Fargo Bank shall be undisputed. Wells Fargo Bank’s
16 claim shall not be surcharged in any way with the costs of the sale, or any other administrative
17 claims, costs or expenses in connection with the sale of the Beethoven Property. Further, at least
18 48 hours prior to any scheduled closing of escrow, Debtor or the escrow representative must
19 provide Wells Fargo Bank’s counsel with a copy of the final estimated HUD-1 Settlement/Closing
20 Statement for review and approval. If the sale is delayed or rescinded for any reason, Wells Fargo
21 Bank’s counsel (and any parties identified in a payoff demand) must be notified in writing. Wells
22 Fargo Bank’s claim we continue to accrue interest at its per diem rate in any payoff demand,
23 provided until said claim is paid off in full. Wells Fargo Bank reserves the right to require an
24 updated payoff demand prior to any close of escrow to ensure Wells Fargo Bank’s claim is paid in
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1 full. Wells Fargo Bank's lien shall immediately attached to the sale proceeds with the same force
2 and effect and in the same priority, validity and scope as its lien. Finally, Debtor or the escrow
3 representative will provide Wells Fargo Bank's counsel with a copy of the final HUD-1
4 Statement/Closing Statement upon completion of the sale, or authorize Wells Fargo Bank's
5 counsel to obtain a copy of the same directly from the designated escrow office upon request.

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7 IT IS SO ORDERED.

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Date: December 23, 2013



Robert Kwan
United States Bankruptcy Judge

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2 **NOTICE OF ENTERED ORDER AND SERVICE LIST**

3 Notice is given by the court that a judgment or order entitled (*specify*) **ORDER on Motion for Order**
4 **Establishing Procedures and approving Overbid Procedures for the Sale of Estate Property located**
5 **at 3605 Moore St., Los Angeles, CA 90066 and 3604 Beethoven Street, Los Angeles, Ca 90066;**
6 was entered on the date indicated as "Entered" on the first page of this judgment or order and will be
7 served in the manner indicated below:

8 **I. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")** – Pursuant to controlling
9 General Order(s) and Local Bankruptcy Rule(s), the foregoing document was served on the following
10 person(s) by the court via NEF and hyperlink to the judgment or order. As of 12/23/2013, the following
11 person(s) are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding
12 to receive NEF transmission at the email address(es) indicated below:

- 13 • Todd M Bailey todd.bailey@ftb.ca.gov
- 14 • Mark Domeyer mdomeyer@mileslegal.com
- 15 • Todd S Garan ch11ecf@piteduncan.com
- 16 • Lemuel B Jaquez bjaquez@mileslegal.com
- 17 • Erica T Loftis bknotice@rcolegal.com
- 18 • Alvin Mar alvin.mar@usdoj.gov
- 19 • Jeannette Marsala jmarsala@pralc.com, cmartin@pralc.com
- 20 • Kelly M Raftery bknotice@mccarthyholthus.com
- 21 • Cassandra J Richey cmartin@pralc.com
- 22 • Mufthiha Sabaratnam pke115mfs@yahoo.com
- 23 • Allan D Sarver ADSarver@aol.com
- 24 • United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- 25 • Edward T Weber bknotice@rcolegal.com
- 26 • Kristin A Zilberstein bknotice@mccarthyholthus.com,
27 kzilberstein@mccarthyholthus.com

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31 **II. SERVED BY THE COURT VIA U.S. MAIL:** A copy of this notice and a true copy of this judgment or
32 order was sent by U.S. Mail, first class, postage prepaid, to the following person(s) and/or entity(ies) at the
33 address(es) indicated below:

34 **Debtor**

35 **Durell Hensley**
36 **12810 Marco Place.**
37 **Los Angeles, CA 90066**

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40 **III. TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or
41 order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy
42 bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email and file a proof of
43 service of the entered order on the following person(s) and/or entity(ies) at the address(es), facsimile
44 transmission number(s) and/or email address(es) indicated below: