Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Misty Perry Isaacson, CA SBN 193204 PAGTER AND PERRY ISAACSON, APLC 525 N. Cabrillo Park Drive, Suite 104 Santa Ana, CA 92701 Telephone: (714) 541-6072 Facsimile: (714) 541-6897 Email: misty@ppilawyers.com ☐ *Individual appearing without attorney* ☒ *Attorney for:* A. Cisneros, Chapter 7 Trustee	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION

In re:	CASE NO.: 6:13-bk-26805-MW
HUBERT WALTER McCLURE	CHAPTER: 7
Debtor(s).	**NOTICE OF SALE OF ESTATE PROPERTY**

Sale Date: 01/16/2015	**Time:** 2:00 pm
Location: 3420 Twelfth St., Riverside, CA 92502 - Video Courtroom 225	

Type of Sale: ☐ Public ☒ Private **Last date to file objections:** 01/02/2015

Description of property to be sold: 1994 Bayliner 4788

Terms and conditions of sale:
See attached

Proposed sale price: $ 97,500.00

Overbid procedure (*if any*): See attached.

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

Hearing to be held in Video Courtroom 225 located at 3420 Twelfth St., Riverside, CA 92501 on January 16, 2015 at 2:00 p.m.

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

Misty Perry Isaacson
525 N. Cabrillo Park Drive, Suite 104
Santa Ana, California 92701
Tel: (714) 541-6072
Fax: (714) 541-6897
Email: misty@ppilawyers.com

Date: 12-1-14

Terms and conditions of sale:

a. Buyer has agreed to purchase the Estate's Fractional Interest in the Yacht for the purchase price of $97,500 and has provided the Trustee with certified funds in the amount of $97,500

c. The Fractional Interest is being sold, "as is - where as," thus the Trustee is not making any representations, warranties, either express or implied, as to the Property's condition, uses (prior, present or future), or otherwise.

d. The Buyer is expressly aware and fully informed that the Trustee is selling the Property exclusively in his capacity as the Chapter 7 Trustee for the Debtor's bankruptcy estate. No personal liability for costs, fees or other charges on the Trustee's part is intended, and any liability is strictly the liability of the Debtor's bankruptcy estate.

e. The Buyer is aware that this transaction is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California.

f. The Trustee is selling the Estate's interest in the Yacht in his capacity as the Chapter 7 Trustee of the Debtor's bankruptcy estate and further, since the Yacht is property of the Debtor's bankruptcy estate, the resolution of any and all disputes between the Trustee and the Buyer (or any overbidder) concerning the Yacht shall be resolved by the United States Bankruptcy Court for the Central District of California.

g. The Buyer is acquiring the Estate's interest in the Yacht subject to personal property taxes, if any, including past (delinquent), present and future, which shall be the sole responsibility of Buyer upon completion of the sale.

h. The Trustee does not believe that the Yacht is subject to any liens or encumbrances. However, for purposes of clarification, the Estate's interest in being sold to the Buyer subject to any and all liens and encumbrances, known or unknown by the Trustee or the Buyer, which shall be the sole responsibility of the Buyer upon completion of the sale.

Overbid procedure:

i. Potential overbidders must bid an initial amount of at least $2,500 over the Purchase Price offered by the Buyer, thus the initial overbid must provide for a minimum of $100,000 for the purchase of the Yacht. Minimum bid increments thereafter shall be $1,000.

j. Overbids must be in writing and received by the Trustee on or before the close of business on January 14, 2014 (2 business days prior to the hearing).

k. Overbids must be accompanied by certified funds in the amount of 5% of their overbid amount (the "Overbidder's Deposit").

l. If the Buyer is not the successful purchaser, she shall be entitled to a refund of her deposit.

m. In the event the successful overbidder fails to immediately and unconditionally pay the Purchase Price as increased by overbid in cash or certified funds within 5 days from entry of the Court's Order approving the sale, the Overbidder's Deposit shall be non-refundable and the Trustee shall be released from his obligation to sell the Estate's interest in the Yacht to the successful overbidder.

n. The overbidder must seek to acquire the Property on terms and conditions not less favorable to the Debtor's bankruptcy estate than the terms and conditions to which the Buyer has agreed to purchase as set forth in the Purchase and Sale Agreement, including, without limitation to, the provision that competing bids must be on an all-cash basis, and any competing bidder must be obligated to perform within the same time frame that the Buyer would be obligated to perform under the Purchase Agreement.

o. The Buyer's Deposit and any unsuccessful Overbidder's Deposit that is otherwise refundable shall be refunded within five business days of the final bidding round.

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:

525 N. Cabrillo Park Drive, Suite 104, Santa Ana, CA 92701

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*) 12/01/2014, 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:

Arturo Cisneros (TR) amctrustee@mclaw.org, acisneros@ecf.epiqsystems.com
Matthew E Faler mfaler@mfalerlaw.com, ecf@mfalerlaw.com
Bonni S Mantovani cmartin@pralc.com
United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:
On (*date*) _____, 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*) 12/01/2014, 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.

Hon. Mark Wallace, 411 W. Fourth St., Suite 6135, Santa Ana, CA 92701
(Personal Delivery via OC Corporate Courier)

☐ 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.

12/01/2014	Imelda Bynog	/s/ Imelda Bynog
Date	*Printed Name*	*Signature*