



Overbid procedure (*if any*): Not applicable  
\_\_\_\_\_  
\_\_\_\_\_

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

Not applicable  
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\_\_\_\_\_

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

Not applicable  
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\_\_\_\_\_

Date: 11/18/2016

**Attachments:**

- (1) Statement of Information**
- (2) Notice of Motion (includes copy of the Sale Motion)**
- (3) Proof of Service**

**Statement of Information in Compliance with LBR 6004-1(c)(3)**

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<p><i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:</p>	<p>Hearing Date and Time: December 13, 2016 at 1:00 p.m. Hearing Place: U.S. Bankruptcy Court Courtroom 304 3420 Twelfth Street Riverside, CA 92501</p>
<p><i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:</p>	<p>Bernardo Padilla and Michael Jones (or other buyer to be identified) (subject to lender approval of a short sale).</p>
<p><i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:</p>	<p>Real property located at: 508 Sugarloaf Blvd. Big Bear City, CA 92314</p>
<p><i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:</p>	<p>Trustee’s Broker anticipates negotiating a sale price approved by secured lender(s) that provides for the following: Payment of all expenses associated with the short sale, including (i) a 6% commission to the Broker and reimbursement of the Broker’s out-of-pocket expenses, <u>and</u> (ii) a Trustee release fee for the Estate of \$15,000 to be paid by the buyer at the close of escrow. Thus, the Property will not be sold unless the Estate receives \$15,000. Upon close of escrow, the liens of the secured lender(s) will be released and all of their claims against the Property and the Estate with respect to the Property (including any deficiency claims resulting from the Trustee’s sale of the Property), will be waived.</p>
<p><i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:</p>	<p>Proposed sale is subject to the liens identified in the Preliminary Title Report attached as <b>Exhibit 1</b> to the Declaration of Lynda T. Bui annexed to the Motion, which includes Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2006-HE8, Mortgage Pass-Through Certificates, Series 2006 HE8 (senior lienholder) and CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation (junior lienholder).</p>
<p><i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:</p>	<p>Yes, to the extent the lender requires the highest and best offer and one that is consistent with the lender’s own appraisal.</p>
<p><i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:</p>	<p>The Estate is expected to receive \$15,000 in “trustee release fees”. The estimated costs of sale is 8% of the sale price (includes broker commission). Sale price and costs of sale are subject to lender approval.</p>
<p><i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:</p>	<p>Trustee has employed Hyatt Relocation Corporation (“Broker”) to assist in the listing, marketing and negotiating a short sale. The Broker’s commission shall not exceed 6% of the purchase price. In the event any broker or agent other than the Broker represents a purchaser of the Property (a “Selling Broker”), the commission will be split between the Broker and the Selling Broker in amounts to be determined. Any payment to the Broker or Selling Broker, or any costs of sale, are subject to lender approval and if the lender does not approve, then sale cannot close.</p>

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Trustee believes there will be no tax liability from the sale because she is informed that (i) the Property was Debtors' principal residence for periods aggregating two years or more during the five years prior to the Petition Date, and (ii) under Internal Revenue Code §121 (which provides for exclusion of a gain from sale of a principal residence), the amount of any gain on the sale may be excluded from taxable income up to \$250,000.
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by November 29, 2016).

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: trustee.bui@shbllp.com   <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b>	
In re:  PATRICK H. ARDIGO and TAMMY S. ARDIGO,          Debtor(s).	CASE NO.: 6:16-bk-12395-WJ CHAPTER: 7  <b>NOTICE OF MOTION FOR:</b> Chapter 7 Trustee's Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred, etc. <b>(Specify name of Motion)</b>  DATE: 12/13/2016 TIME: 1:00 pm COURTROOM: 304 PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501-3819

1. TO (*specify name*): Debtors and their counsel, the United States Trustee, all creditors and other parties in interest
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.)

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

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: 11/18/2016

\_\_\_\_\_  
Printed name of law firm

/s/ Lynda T. Bui  
Signature

Lynda T. Bui, Chapter 7 Trustee  
Printed name of attorney

**Attachments:**

- (1) Statement of Information**
- (2) Sale Motion**
- (3) Proof of Service**

**Statement of Information in Compliance with LBR 6004-1(c)(3)**

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<p><i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:</p>	<p>Hearing Date and Time: December 13, 2016 at 1:00 p.m. Hearing Place: U.S. Bankruptcy Court Courtroom 304 3420 Twelfth Street Riverside, CA 92501</p>
<p><i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:</p>	<p>Bernardo Padilla and Michael Jones (or other buyer to be identified) (subject to lender approval of a short sale).</p>
<p><i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:</p>	<p>Real property located at: 508 Sugarloaf Blvd. Big Bear City, CA 92314</p>
<p><i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:</p>	<p>Trustee's Broker anticipates negotiating a sale price approved by secured lender(s) that provides for the following: Payment of all expenses associated with the short sale, including (i) a 6% commission to the Broker and reimbursement of the Broker's out-of-pocket expenses, <u>and</u> (ii) a Trustee release fee for the Estate of \$15,000 to be paid by the buyer at the close of escrow. Thus, the Property will not be sold unless the Estate receives \$15,000. Upon close of escrow, the liens of the secured lender(s) will be released and all of their claims against the Property and the Estate with respect to the Property (including any deficiency claims resulting from the Trustee's sale of the Property), will be waived.</p>
<p><i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:</p>	<p>Proposed sale is subject to the liens identified in the Preliminary Title Report attached as <b>Exhibit 1</b> to the Declaration of Lynda T. Bui annexed to the Motion, which includes Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2006-HE8, Mortgage Pass-Through Certificates, Series 2006 HE8 (senior lienholder) and CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation (junior lienholder).</p>
<p><i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:</p>	<p>Yes, to the extent the lender requires the highest and best offer and one that is consistent with the lender's own appraisal.</p>
<p><i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:</p>	<p>The Estate is expected to receive \$15,000 in "trustee release fees". The estimated costs of sale is 8% of the sale price (includes broker commission). Sale price and costs of sale are subject to lender approval.</p>
<p><i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:</p>	<p>Trustee has employed Hyatt Relocation Corporation ("Broker") to assist in the listing, marketing and negotiating a short sale. The Broker's commission shall not exceed 6% of the purchase price. In the event any broker or agent other than the Broker represents a purchaser of the Property (a "Selling Broker"), the commission will be split between the Broker and the Selling Broker in amounts to be determined. Any payment to the Broker or Selling Broker, or any costs of sale, are subject to lender approval and if the lender does not approve, then sale cannot close.</p>

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Trustee believes there will be no tax liability from the sale because she is informed that (i) the Property was Debtors' principal residence for periods aggregating two years or more during the five years prior to the Petition Date, and (ii) under Internal Revenue Code §121 (which provides for exclusion of a gain from sale of a principal residence), the amount of any gain on the sale may be excluded from taxable income up to \$250,000.
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by November 29, 2016).

1 Lynda T. Bui, Trustee  
3550 Vine Street, Suite 210  
2 Riverside, California 92507  
Telephone: (949) 340-3400  
3 Facsimile: (949) 340-3000  
Email: trustee.bui@shbllp.com  
4

5 Chapter 7 Trustee  
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7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**  
10

11 In re

12 **PATRICK H. ARDIGO and**  
13 **TAMMY S. ARDIGO,**

14 Debtors.  
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Case No. 6:16-bk-12395-WJ

Chapter 7

**CHAPTER 7 TRUSTEE'S MOTION FOR  
ORDER:**

- (1) **AUTHORIZING THE SHORT SALE OF  
REAL PROPERTY OF THE ESTATE  
PURSUANT TO BANKRUPTCY CODE §  
363(b);**
- (2) **APPROVING PAYMENT OF REAL ESTATE  
COMMISSION; AND**
- (3) **GRANTING RELATED RELIEF INCLUDING  
USE OF SALE PROCEEDS TO REIMBURSE  
TRUSTEE FOR ACTUAL COSTS  
INCURRED**

**MEMORANDUM OF POINTS AND  
AUTHORITIES AND DECLARATIONS OF  
LYNDA T. BUI AND DEBORAH L. PRIEBE IN  
SUPPORT THEREOF**

**Real Property located at:  
508 Sugarloaf Blvd.  
Big Bear City, CA 92314**

**Hearing Date:**

Date: December 13, 2016

Time: 1:00 p.m.

Place: Courtroom 304

3420 Twelfth Street  
Riverside, CA 92501

1 TO THE HONORABLE WAYNE JOHNSON, UNITED STATE BANKRUPTCY JUDGE,  
2 THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTORS AND ALL  
3 CREDITORS AND OTHER INTERESTED PARTIES AND THEIR COUNSEL OF  
4 RECORD:

5 Lynda T. Bui, the Chapter 7 trustee ("Trustee") for the bankruptcy estate  
6 ("Estate") of Patrick H. Ardigo and Tammy S. Ardigo ("Debtor"), brings this *Chapter 7*  
7 *Trustee's Motion for Order: (1) Authorizing the **Short Sale** of Real Property of the Estate*  
8 *Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate*  
9 *Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to*  
10 *Reimburse Trustee for Actual Costs Incurred* ("Sale Motion") and respectfully represents  
11 as follows:

12 I. BACKGROUND

13 The Debtors filed a voluntary petition under Chapter 7 of the Bankruptcy Code on  
14 March 18, 2016 ("Petition Date").

15 The last date to file claims in the case was September 19, 2016. Government  
16 claims were due by September 14, 2016. The Claims Register for this case reflects that  
17 as of November 10, 2016, a total of six unsecured claims have been filed in the  
18 aggregate amount of \$5,829.29.

19 On their Schedule A/B, item 1, the Debtors list an ownership interest in the real  
20 property located at 508 Sugarloaf Blvd., Big Bear City, California ("Property"). On their  
21 Schedule C, the Debtors have not claimed an exemption in the Property.

22 The Debtors value the Property at \$175,000.00 on their Schedule A and on their  
23 Schedule D, the Debtors list a lien in favor of Select Portfolio Servicing (the loan  
24 servicer) in the amount of \$266,220.00.

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1 A Preliminary Title Report on the Property dated March 16, 2016 is attached to  
2 the Declaration of Lynda T. Bui (“Bui Declaration”) as **Exhibit 1**. The outstanding liens  
3 against the Property (“Secured Creditor(s)”) <sup>1</sup> are as shown on the Preliminary Title  
4 Report.

5 Based on the Debtors’ Schedules and the Preliminary Title Report, the Property  
6 is over-encumbered.

7 **II. RELIEF REQUESTED**

8 Through this Sale Motion, the Trustee seeks authorization to sell the Property to  
9 the highest and best price received from Bernardo Padilla and Michael Jones, or other  
10 buyer to be identified (“Approved Buyer”), subject to prior written approval of the Secured  
11 Creditor(s). The Trustee’s Broker<sup>2</sup> anticipates negotiating a sale price approved by the  
12 Secured Creditor(s) that provides for the following:

- 13 • Payment of all expenses associated with the short sale, including (i)  
14 payment of a maximum 6% real estate brokerage commission to the  
15 Broker and reimbursement of the Broker’s out-of-pocket expenses, and (ii)  
16 a fee for the Estate of \$15,000.00 to be paid by the buyer at the close of  
17 escrow to provide for a meaningful distribution on allowed unsecured  
18 claims. Thus, the Property will not be sold unless the Estate receives  
19 \$15,000.00. The Trustee will use the funds for payment of administrative  
20 claims and allowed unsecured claims. As is this Trustee’s practice, if  
21 necessary, she and her professionals will reduce their fees as necessary to  
22 ensure a meaningful distribution.

23 <sup>1</sup> The Preliminary Title Report includes a first deed of trust in favor of Deutsche Bank National Trust  
24 Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2006-  
25 HE8, Mortgage Pass-Through Certificates, Series 2006 HE8 in the amount of \$273,600.00 and a lien in  
26 favor of CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation in the  
amount of \$9,300.74. Since the proposed sale is a short sale, it is anticipated that Secured Creditor(s) will  
reach some type of agreement between themselves.

27 <sup>2</sup> On November 18, 2016, the Trustee filed an application (docket number 33) for authority to  
28 employ Hyatt Relocation Corporation (“Broker”) as her real estate broker to the assist the Trustee in the  
listing, marketing and negotiating a short sale of the Estate’s interest in the Property. The deadline to  
oppose the application is December 5, 2016.



1 *Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to  
2 net the Estate \$15,000.00 from the “trustee’s release fees” that the buyer will pay as  
3 part of the short sale.

4 **IV. CONCLUSION**

5 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that  
6 good cause exists for granting the Sale Motion and requests that the Court enter an  
7 order in the form substantially as shown on **Exhibit 3** annexed to the Bui Declaration  
8 which provides as follows:

9 1. Authorizing (i) the Trustee to short sell the Property on an as-is, where-is  
10 basis, without any warranties or representations, to a buyer approved by the Secured  
11 Creditor (“Approved Buyer”), in an amount approved by Secured Creditor, under the  
12 terms and conditions set forth above, including (i) authorizing the Trustee to comply with  
13 any written short sale approval letter to be obtained from Secured Creditor, (ii) Secured  
14 Creditor pay all customary and normal closing costs at close of escrow, including a real  
15 estate commission of no more than 6%, (iii) upon close of escrow, the lien of the senior  
16 Secured Creditor shown on the Preliminary Title Report are released or paid and all of  
17 their claims against the Property and the Estate with respect to the Property (including  
18 any deficiency claims resulting from the Trustee’s sale of the Property), will be waived  
19 prior to closing or at the time of closing; (iv) approve the trustee release fee payment  
20 from the Approved Buyer of \$15,000.00 to the Estate, and (v) authorize the Trustee to  
21 execute any and all documents to effectuate the short sale.

22 2. For such other and further relief as the Court deems just and proper under  
23 the circumstances of this case.

24  
25 Dated: November 18, 2016 */s/ Lynda T. Bui*

26 Lynda T. Bui, solely in her capacity as the  
27 Chapter 7 Trustee for the bankruptcy estate of  
28 Patrick H. Ardigo and Tammy S. Ardigo

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**DECLARATION OF LYNDA T. BUI**

I, Lynda T. Bui, declare:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate (“Estate”) of Patrick H. Ardigo and Tammy S. Ardigo (“Debtors”). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto.

2. I make this Declaration in support of my *Motion for Order: (1) Authorizing the **Short Sale** of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred* (“Sale Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. The Secured Creditor has not yet given their approval for a short sale. I have filed this Sale Motion to obtain an order approving the short sale of the Property on an “as-is, where-as” basis, to a buyer approved the Secured Creditor in an amount approved by the Secured Creditor and that results in the Estate receiving a trustee release fee of at least \$15,000.00.

4. Attached hereto as **Exhibit 1** is a true and correct copy of the Preliminary Title Report for the Property dated March 16, 2016.

5. Attached hereto as **Exhibit 2** are true and correct copies of the Debtors’ Schedules A/B, C and D.

6. For the Court’s information, I am attaching hereto as **Exhibit 3** the proposed order approving the Sale Motion that I intend to submit should the Court approve the short sale of the Property.

7. I am seeking to sell the Estate’s interest in the Property as discussed in the Sale Motion. I believe the short sale is in the best interest of the Estate as I will create “equity” through the short sale where there was none, and propose to pay 40% of

1 the "equity" to non-administrative claimants who otherwise would have received nothing  
2 in this case.

3 8. For the reasons set forth in the Sale Motion and this Declaration, I  
4 respectfully request that the Court grant the Sale Motion so that I do not lose this  
5 favorable business opportunity to generate a substantial amount of funds for the Estate  
6 from an asset that otherwise has no equity.

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

9 Executed on November 18, 2016, at Riverside, California.

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*/s/ Lynda T. Bui*

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Lynda T. Bui, solely in the capacity as the Chapter 7  
Trustee for the bankruptcy estate of  
Patrick H. Ardigo and Tammy S. Ardigo

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**DECLARATION OF DEBORAH L. PRIEBE**

I, Deborah L. Priebe, declare and state as follows:

1. The matters stated herein are true and correct and within my personal knowledge. If called as a witness, I could and would competently testify thereto. I am a licensed California Real Estate Broker and am employed with Hyatt Relocation Corporation located at 12707 High Bluff Drive, Suite 200, San Diego, CA 92130; telephone 702-595-6536.

2. I make this declaration in support of the *Chapter 7 Trustee's Motion for Order: (1) Authorizing the **Short Sale** of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred* ("Sale Motion") filed by Lynda T. Bui, the Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Patrick H. Ardigo and Tammy S. Ardigo ("Debtors"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. I have read the Sale Motion and am familiar with the real property located at 508 Sugarloaf Blvd., Big Bear City, California 92314 ("Property").

4. As background, I would like to explain to the Court my understanding of the basic procedures that we go through to obtain the lender's short sale approval for any real property. As a caveat, all lenders have their own procedures in addition to the basic requirements. With respect to the basic requirement true for all short sales, we start with obtaining the listing from the bankruptcy trustee. After a physical inspection of the property, we take pictures and put the property on the market. To the extent that there are any showings requested, we accommodate that as well. We coordinate with the debtor or the occupant of the property. When we receive any offer, we send out a request for highest and best offer along with all the bankruptcy terms before submitting the highest and best to the bankruptcy trustee for review and execution. Once we have an accepted offer, we present that offer with a package of all required documents

1 (which are lender specific). The package is often voluminous and lenders can change  
2 requirements midstream and we would need to submit completed documents on their  
3 forms. Routinely, if there is anything missing or not properly completed, the lender will  
4 not review the file or consider the short sale. Assuming all documents are completed  
5 and are properly submitted, the lender usually obtains an independent appraisal of the  
6 property. Depending on the lender, at this stage, the file is assigned a negotiator.

7 5. The package for a short sale for any lender always includes a proposed  
8 preliminary HUD-1 which details what funds will come in for the sale and the costs to be  
9 paid as well as the payoff to the lender and the payment to the Estate. The HUD-1 is  
10 the basis for which every real estate sale transaction in the United States is founded on.  
11 There is not a transaction in any 50 states that is completed without a HUD-1. The  
12 buyer, seller and lender review and approve the HUD-1 before funds are dispersed  
13 through escrow in the state of California. The HUD-1 is signed by all parties in  
14 agreement to the payoff of each line item in the sale. The lienholder acknowledges that  
15 their final approval of closing a property would be the approval of said HUD-1. If for any  
16 reason the lender does not approve a line item, it would not sign the HUD-1, and  
17 escrow could not disburse funds or close the sale.

18 6. Once the package is complete, the negotiator then reviews the entire  
19 package, including the type and qualification of the proposed buyer and the proposed  
20 HUD-1 and all the itemized proposed payments. If the negotiator does not approve a  
21 certain cost or payment, he or she will require that the items be deleted or otherwise  
22 modified. Using the proposed HUD-1, the negotiator will cause the written short sale  
23 approval letter to be generated and sent to the bankruptcy trustee and/or the  
24 borrower(s). The short approval letter usually only provides for 30 days to close  
25 escrow. An extension is often difficult to obtain. In addition, not closing escrow within  
26 the 30 days can substantially delay closing because some lenders re-start the process,  
27 others require new appraisals, and yet others will proceed with foreclosure. It is not  
28 uncommon to see the lender negotiate the short sale at the same time it proceeds with

1 the foreclosure process such that upon expiration of the approval, the subject property  
2 forecloses. For the above reasons and based on my years of experience, it is most  
3 beneficial to obtain the Court order approving the short sale such that escrow can close  
4 shortly after the lender approves the short sale.

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

7 Executed on November 16, 2016 at San Diego, California.

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Deborah L. Priebe

# **Exhibit 1 Title Report**



4210 Riverwalk Parkway, Suite 200  
Riverside, CA 92505  
Phone: (951) 509-0211

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: **00388634-993-SS1**

Escrow/Customer Phone:

ATTN:  
Email:  
Reference No.:  
Reference No.:

Title Officer: **Sandy Staley**  
Title Officer Phone: **(951) 509-0211**  
Title Officer Fax: **(951) 509-5824**  
Title Officer Email: **sandy.staley@ticortitle.com**

PROPERTY: **508 Sugarloaf Boulevard, Big Bear City, CA 92314**

### PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Ticor Title Company of California** 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. Limitations 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.*

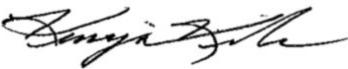
*This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment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

*The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.*

***Please read the exceptions shown or referred to herein 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.***

Countersigned:

By:   
Authorized Signature



By:   
Randy Quirk, President

Attest:   
Michael Gravelle, Secretary



**PRELIMINARY REPORT**

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**EFFECTIVE DATE:** March 16, 2016 at 7:30 a.m.

**ORDER NO.:** 00388634-993-SS1

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

**CLTA Standard Coverage Policy**

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

**A Fee**

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

**Patrick Ardigo and Tammy Ardigo, husband and wife as joint tenants**

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

**See Exhibit A attached hereto and made a part hereof.**

PRELIMINARY REPORT  
YOUR REFERENCE:

Ticor Title Company of California  
ORDER NO.: 00388634-993-SS1

## EXHIBIT "A"

### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

The East 1/2 of Lot 3, Block 39, [Tract No. 2070](#), in the County of San Bernardino, State of California, recorded in Map Book 30, Page 24, records of said County.

APN: **0311-106-13-0-000**

## EXCEPTIONS

### AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017
2. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.: 0311-106-13-0-000

Fiscal Year: 2015-2016

1st Installment: \$1,276.63 Paid

2nd installment: \$1,276.62 Open (Delinquent after April 10, 2016)

Penalty and Cost: \$137.66

Homeowners Exemption: None Shown

Code Area: 057-004

3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording No.: Book 2790, Page 563, of Official Records

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: encroachment and access

Recording Date: May 12, 2005

Recording No.: 2005-0338730, of Official Records

Affects: said land more particularly described therein

PRELIMINARY REPORT  
YOUR REFERENCE:

Ticor Title Company of California  
ORDER NO.: 00388634-993-SS1

8. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$273,600.00  
Dated: July 11, 2006  
Trustor/Grantor: Patrick Ardigo, and Tammy Ardigo, husband and wife as joint tenants  
Trustee: Commonwealth Land Title Insurance  
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Decision One Mortgage Company, LLC, its successors and assigns  
Loan No.: 2300060608684  
Recording Date: July 18, 2006  
Recording No: [2006-0485105, of Official Records](#)  
Notes: Said deed of trust discloses the wrong Map Book No.

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

Assignee: Deutsche Bank National Trust Company, as Trustee, in Trust for the Registered Holders of Morgan Stanley ABS Capital I Inc. Trust 2006-HE8, Mortgage Pass-Through Certificates, Series 2006 HE8  
Recording Date: October 13, 2015  
Recording No.: [2015-0443889, of Official Records](#)

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: National Default Servicing Corporation, an Arizona Corporation  
Recording Date: October 29, 2015  
Recording No.: [2015-0468900, of Official Records](#)

A Notice of Default under the terms of said trust deed

Executed By: National Default Servicing Corporation, an Arizona Corporation  
Recording Date: October 29, 2015  
Recording No.: [2015-0468901, of Official Records](#)

9. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$9,300.74  
Dated: June 3, 2013  
Trustor/Grantor: Patrick Ardigo, and Tammy Ardigo, husband and wife as joint tenants  
Trustee: CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation  
Beneficiary: CalHFA Mortgage Assistance Corporation, a California nonprofit public benefit corporation  
Loan No.: Not Set Out  
Recording Date: July 2, 2013  
Recording No: [2013-0291304, of Official Records](#)  
Notes: Said deed of trust discloses the wrong Map Book No.

Said document contains provisions that may, among other things, limit the vested owner's rights when selling the Land, refinancing the Land or using the Land.

Reference is hereby made to said document for full particulars.

PRELIMINARY REPORT  
YOUR REFERENCE:

Ticor Title Company of California  
ORDER NO.: 00388634-993-SS1

10. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

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**END OF EXCEPTIONS**

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## REQUIREMENTS SECTION

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.

2. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

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END OF REQUIREMENTS

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### INFORMATIONAL NOTES SECTION

1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence known as 508 Sugarloaf Boulevard, Big Bear City, CA, to an Extended Coverage Loan Policy.
3. Note: 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.
4. NOTE: Ticor Title Company of California will pay Chicago Title Insurance Company 12% of the title premium, as disclosed on lines 1107 and 1108 of the HUD-1.
5. Note: The policy of title insurance will include an arbitration provision. The company of the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your title insurance coverage.

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**END OF INFORMATIONAL NOTES**

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Sandy Staley/na1

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF”, “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Fidelity National Financial, Inc. and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

#### **How Information is Collected**

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

#### **Additional Ways Information is Collected Through the Website**

**Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

**Cookies.** From time to time, FNF or other third parties may send a “cookie” to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the **Third Party Opt Out** section below.

**Web Beacons.** Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as “clear gifs”). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the **Third Party Opt Out** section below.

**Unique Identifier.** We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

**Third Party Opt Out.** Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at <http://www.aboutads.info>.
- For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at <http://www.youronlinechoices.com>.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

#### **Use of Personal Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

#### **When Information Is Disclosed By FNF**

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 agents, brokers, representatives, 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 who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; 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.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. 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.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

#### **Information From Children**

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this

Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

#### **Privacy Outside the Website**

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

#### **European Union Users**

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

#### **Choices With Your Personal Information**

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

#### **Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask

individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

#### **Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of FNF, please send an email message to [privacy@fnf.com](mailto:privacy@fnf.com) with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

#### **FNF Compliance with California Online Privacy Protection Act**

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

**The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the FNF Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

#### **No Representations or Warranties**

By providing this Privacy Notice, Fidelity National Financial, Inc. does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Fidelity National Financial, Inc. and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Fidelity National Financial, Inc. makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Fidelity National Financial, Inc. and your exclusive remedy with respect to the use of any product or service provided by Fidelity National Financial, Inc. including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

#### **Your Consent To This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.  
601 Riverside Avenue  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer  
(888) 934-3354  
[privacy@fnf.com](mailto:privacy@fnf.com)

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EFFECTIVE AS OF: MAY 1, 2015

## 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 field 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 each discount. These discounts only apply to transaction 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**  
TTCC - Ticor Title Company of California

**FNF Underwriter**  
CTIC - Chicago Title Insurance Company

### **Available Discounts**

#### **CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)**

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

#### **DISASTER LOANS (CTIC)**

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.

#### **CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)**

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

#### **EMPLOYEE RATE (TTCC and CTIC)**

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary 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.

**ATTACHMENT ONE**

**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 or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (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 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; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
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 the 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 of 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.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

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.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)**

**ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE**

**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.
- 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**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:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

**2006 ALTA 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**

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

#### **(PART I**

(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:

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.

#### **PART II**

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

#### **2006 ALTA 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: (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:

- 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.
- 7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15)**

**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.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



STATEMENT OF INFORMATION

CONFIDENTIAL INFORMATION STATEMENT TO BE USED IN CONNECTION WITH ORDER NO: 00388634-993-SS1

COMPLETION OF THIS FORM WILL EXPEDITE YOUR ORDER AND WILL HELP PROTECT YOU.

**THE STREET ADDRESS of the property in this transaction is:**

IF NONE LEAVE BLANK

ADDRESS:

CITY:

IMPROVEMENTS:  SINGLE RESIDENCE  MULTIPLE RESIDENCE  COMMERCIAL  
 OCCUPIED BY:  OWNER  LESSEE  TENANTS  
 ANY PORTION OF NEW LOAN FUNDS TO BE USED FOR CONSTRUCTION:  YES  NO

**NAME**

**SPOUSES NAME**

FIRST MIDDLE LAST

FIRST MIDDLE LAST

BIRTHPLACE BIRTH DATE

BIRTHPLACE BIRTH DATE

I HAVE LIVED IN CALIFORNIA SINCE SOCIAL SECURITY NUMBER

I HAVE LIVED IN CALIFORNIA SINCE SOCIAL SECURITY NUMBER

DRIVER'S LICENSE NO. \_\_\_\_\_

DRIVER'S LICENSE NO. \_\_\_\_\_

WIFE'S MAIDEN NAME: \_\_\_\_\_

WE WERE MARRIED ON \_\_\_\_\_ AT \_\_\_\_\_

**RESIDENCE(S) FOR LAST 10 YEARS**

NUMBER AND STREET CITY FROM TO

**OCCUPATION(S) FOR LAST 10 YEARS**

**HUSBAND**

PRESENT OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

PRIOR OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

PRIOR OCCUPATION FIRM NAME ADDRESS NO. OF YEARS  
**WIFE**

PRESENT OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

PRIOR OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

PRIOR OCCUPATION FIRM NAME ADDRESS NO. OF YEARS

**FORMER MARRIAGES:** IF NO FORMER MARRIAGES, WRITE "NONE": \_\_\_\_\_

NAME OF FORMER SPOUSE \_\_\_\_\_

IF DECEASED: DATE \_\_\_\_\_ WHERE \_\_\_\_\_

**CURRENT LOAN ON PROPERTY**

PAYMENTS ARE BEING MADE TO: \_\_\_\_\_ 2. \_\_\_\_\_

1. \_\_\_\_\_ 3. \_\_\_\_\_

HOMEOWNERS ASSOCIATION \_\_\_\_\_ NUMBER: \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

HOME PHONE \_\_\_\_\_ BUSINESS PHONE \_\_\_\_\_

**EXHIBIT "1"**  
 Page 30



4210 Riverwalk Parkway, Suite 200  
Riverside, CA 92505  
Phone: (951) 509-0211

Owner's Information Statement

Order No. 00388634-993-SS1

This Affidavit, when fully completed, is to be signed **and notarized**, then returned to Ticor Title Company of California to enable Ticor Title Company of California to insure the presently pending transaction.

**A F F I D A V I T**

The undersigned owner hereby states that there are no unrecorded leases or agreements affecting the property described in the Preliminary Report for Title Order Number 00388634-993-SS1 and that there is no one in possession or entitled to possession of said property other than the vestee shown in said Preliminary Report, **except:**

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The undersigned owner states that to his/her knowledge, there are no liens or rights to liens upon said property for labor, services and materials for work contracted for, and completed by, an owner, lessee, sub-lessee or tenant within the last year or which is now in progress, **except:**

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This statement is made in connection with the request to Ticor Title Company of California to issue its policy(ies) of title insurance with respect to Title Order Number 00388634-993-SS1.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Exhibit 2**  
**Schedules A/B, C and D**

**Fill in this information to identify your case and this filing:**

Debtor 1 **Patrick H. Ardigo**  
 First Name Middle Name Last Name

Debtor 2 **Tammy S. Ardigo**  
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_

Check if this is an amended filing

**Official Form 106A/B**  
**Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

**Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1 **508 Sugarloaf Blvd.**  
 Street address, if available, or other description

**Big Bear City** **CA** **92314-0000**  
 City State ZIP Code

**San Bernardino**  
 County

**What is the property?** Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other \_\_\_\_\_

**Who has an interest in the property?** Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

<b>Current value of the entire property?</b>	<b>Current value of the portion you own?</b>
<b>\$175,000.00</b>	<b>\$175,000.00</b>

**Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.**

**Fee simple**

**Check if this is community property** (see instructions)

Other information you wish to add about this item, such as local property identification number:  
**(SHORT SALE)**

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

**\$175,000.00**

**Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 **Patrick H. Ardigo**  
 Debtor 2 **Tammy S. Ardigo**

Case number (if known) \_\_\_\_\_

**3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

- No  
 Yes

3.1 Make: **Nissan**  
 Model: **Titan**  
 Year: **2011**  
 Approximate mileage: **85,000**  
 Other information:  
 \_\_\_\_\_

**Who has an interest in the property?** Check one  
 Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 **Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**           \$13,000.00            
**Current value of the portion you own?**           \$13,000.00          

3.2 Make: **Kia**  
 Model: **Soul**  
 Year: **2014**  
 Approximate mileage: **32,000**  
 Other information:  
 \_\_\_\_\_

**Who has an interest in the property?** Check one  
 Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 **Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**           \$12,000.00            
**Current value of the portion you own?**           \$12,000.00          

3.3 Make: **Hyundai**  
 Model: **Sonata**  
 Year: **2004**  
 Approximate mileage: **170,000**  
 Other information:  
**BELONGS TO CHILD**

**Who has an interest in the property?** Check one  
 Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 **Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**           \$1,000.00            
**Current value of the portion you own?**           \$0.00          

3.4 Make: **Buick**  
 Model: **Century**  
 Year: **2003**  
 Approximate mileage: **110,000**  
 Other information:  
**BELONGS TO CHILD**

**Who has an interest in the property?** Check one  
 Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 **Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**           \$1,000.00            
**Current value of the portion you own?**           \$0.00          

**4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

*Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories*

- No  
 Yes

4.1 Make: **Mastercraft**  
 Model: \_\_\_\_\_  
 Year: **1984**  
 Other information:  
 \_\_\_\_\_

**Who has an interest in the property?** Check one  
 Debtor 1 only  
 Debtor 2 only  
 Debtor 1 and Debtor 2 only  
 At least one of the debtors and another  
 **Check if this is community property**  
 (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

**Current value of the entire property?**           \$2,000.00            
**Current value of the portion you own?**           \$2,000.00

Debtor 1 **Patrick H. Ardigo**  
 Debtor 2 **Tammy S. Ardigo**

Case number (if known) \_\_\_\_\_

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

**\$27,000.00**

**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

**6. Household goods and furnishings**

*Examples:* Major appliances, furniture, linens, china, kitchenware

- No  
 Yes. Describe.....

**Living room furniture** \$100.00

**Kitchen appliances** \$200.00

**Bedroom furniture** \$100.00

**7. Electronics**

*Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No  
 Yes. Describe.....

**Household electronics** \$300.00

**8. Collectibles of value**

*Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No  
 Yes. Describe.....

**9. Equipment for sports and hobbies**

*Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No  
 Yes. Describe.....

**10. Firearms**

*Examples:* Pistols, rifles, shotguns, ammunition, and related equipment

- No  
 Yes. Describe.....

**11. Clothes**

*Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No  
 Yes. Describe.....

**Personal clothing** \$500.00

**12. Jewelry**

*Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No  
 Yes. Describe.....

Debtor 1 **Patrick H. Ardigo**  
 Debtor 2 **Tammy S. Ardigo**

Case number (if known) \_\_\_\_\_

**13. Non-farm animals**

Examples: Dogs, cats, birds, horses

- No  
 Yes. Describe.....

**14. Any other personal and household items you did not already list, including any health aids you did not list**

- No  
 Yes. Give specific information.....

**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here .....**

<b>\$1,200.00</b>
-------------------

**Part 4: Describe Your Financial Assets**

**Do you own or have any legal or equitable interest in any of the following?**

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

**16. Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No  
 Yes.....

**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No  
 Yes.....

Institution name:

17.1. <b>Checking</b>	<u>Alaska Credit Union</u>	<u>\$0.00</u>
17.2. <b>Savings</b>	<u>Alaska Credit Union</u>	<u>\$0.00</u>
17.3. <b>Savings</b>	<u>Arrowhead Credit Union</u>	<u>\$50.00</u>

**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No  
 Yes..... Institution or issuer name:

**19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

- No  
 Yes. Give specific information about them.....  
 Name of entity: \_\_\_\_\_ % of ownership: \_\_\_\_\_

**20. Government and corporate bonds and other negotiable and non-negotiable instruments**

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No  
 Yes. Give specific information about them  
 Issuer name: \_\_\_\_\_

**21. Retirement or pension accounts**

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No  
 Yes. List each account separately.  
 Type of account: \_\_\_\_\_ Institution name: \_\_\_\_\_

Debtor 1 **Patrick H. Ardigo**  
 Debtor 2 **Tammy S. Ardigo**

Case number (if known) \_\_\_\_\_

**22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company  
*Examples:* Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No  
 Yes. .... Institution name or individual:

**23. Annuities** (A contract for a periodic payment of money to you, either for life or for a number of years)

- No  
 Yes..... Issuer name and description.

**24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.**

- 26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).  
 No  
 Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**

- No  
 Yes. Give specific information about them...

**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property**

*Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements

- No  
 Yes. Give specific information about them...

**27. Licenses, franchises, and other general intangibles**

*Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No  
 Yes. Give specific information about them...

**Money or property owed to you?**

**Current value of the portion you own?**  
 Do not deduct secured claims or exemptions.

**28. Tax refunds owed to you**

- No  
 Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

**29. Family support**

*Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No  
 Yes. Give specific information.....

**30. Other amounts someone owes you**

*Examples:* Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No  
 Yes. Give specific information..

**31. Interests in insurance policies**

*Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No  
 Yes. Name the insurance company of each policy and list its value.

Company name:	Beneficiary:	Surrender or refund value:
---------------	--------------	----------------------------

<b>Affinion Group Life Insurance</b>		
<b>Term life insurance no surrender value</b>	<b>Spouse and children</b>	<b>\$0.00</b>

Debtor 1 **Patrick H. Ardigo**  
Debtor 2 **Tammy S. Ardigo**

Case number (if known) \_\_\_\_\_

**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes. Give specific information..

**33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No
- Yes. Describe each claim.....

**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

- No
- Yes. Describe each claim.....

**35. Any financial assets you did not already list**

- No
- Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$50.00

**Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.**

**37. Do you own or have any legal or equitable interest in any business-related property?**

- No. Go to Part 6.
- Yes. Go to line 38.

**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.**

If you own or have an interest in farmland, list it in Part 1.

**46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

- No. Go to Part 7.
- Yes. Go to line 47.

**Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above**

**53. Do you have other property of any kind you did not already list?**

Examples: Season tickets, country club membership

- No
- Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here .....

\$0.00

Debtor 1 **Patrick H. Ardigo**  
 Debtor 2 **Tammy S. Ardigo**

Case number (if known) \_\_\_\_\_

**Part 8:** List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2 .....		<u>\$175,000.00</u>	
56. Part 2: Total vehicles, line 5	<u>\$27,000.00</u>		
57. Part 3: Total personal and household items, line 15	<u>\$1,200.00</u>		
58. Part 4: Total financial assets, line 36	<u>\$50.00</u>		
59. Part 5: Total business-related property, line 45	<u>\$0.00</u>		
60. Part 6: Total farm- and fishing-related property, line 52	<u>\$0.00</u>		
61. Part 7: Total other property not listed, line 54	+ <u>\$0.00</u>		
62. Total personal property. Add lines 56 through 61...	<u>\$28,250.00</u>	Copy personal property total	<u>\$28,250.00</u>
63. Total of all property on Schedule A/B. Add line 55 + line 62			<u>\$203,250.00</u>

**Fill in this information to identify your case:**

Debtor 1 **Patrick H. Ardigo**  
 First Name Middle Name Last Name

Debtor 2 **Tammy S. Ardigo**  
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
 (if known)

Check if this is an amended filing

**Official Form 106C**

**Schedule C: The Property You Claim as Exempt**

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

**Part 1: Identify the Property You Claim as Exempt**

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>2011 Nissan Titan 85,000 miles</b> Line from <i>Schedule A/B</i> : 3.1	<u>\$13,000.00</u>	<input checked="" type="checkbox"/> \$5,100.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(2)
<b>2011 Nissan Titan 85,000 miles</b> Line from <i>Schedule A/B</i> : 3.1	<u>\$13,000.00</u>	<input checked="" type="checkbox"/> \$7,900.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
<b>1984 Mastercraft</b> Line from <i>Schedule A/B</i> : 4.1	<u>\$2,000.00</u>	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
<b>Living room furniture</b> Line from <i>Schedule A/B</i> : 6.1	<u>\$100.00</u>	<input checked="" type="checkbox"/> \$100.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
<b>Kitchen appliances</b> Line from <i>Schedule A/B</i> : 6.2	<u>\$200.00</u>	<input checked="" type="checkbox"/> \$200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)

Debtor 1 **Patrick H. Ardigo**  
 Debtor 2 **Tammy S. Ardigo**

Case number (if known) \_\_\_\_\_

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own <small>Copy the value from Schedule A/B</small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
<b>Bedroom furniture</b> Line from Schedule A/B: <b>6.3</b>	<b>\$100.00</b>	<input checked="" type="checkbox"/> <b>\$100.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 703.140(b)(3)</b>
<b>Household electronics</b> Line from Schedule A/B: <b>7.1</b>	<b>\$300.00</b>	<input checked="" type="checkbox"/> <b>\$300.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 703.140(b)(3)</b>
<b>Personal clothing</b> Line from Schedule A/B: <b>11.1</b>	<b>\$500.00</b>	<input checked="" type="checkbox"/> <b>\$500.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 703.140(b)(3)</b>
<b>Savings: Arrowhead Credit Union</b> Line from Schedule A/B: <b>17.3</b>	<b>\$50.00</b>	<input checked="" type="checkbox"/> <b>\$50.00</b>  <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<b>C.C.P. § 703.140(b)(5)</b>

3. **Are you claiming a homestead exemption of more than \$155,675?**  
 (Subject to adjustment on 4/01/16 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
- Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- No
- Yes

**Fill in this information to identify your case:**

Debtor 1 **Patrick H. Ardigo**  
 First Name Middle Name Last Name

Debtor 2 **Tammy S. Ardigo**  
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number \_\_\_\_\_  
 (if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

**Part 1: List All Secured Claims**

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

		Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
2.1	<b>Select Portfolio Svcin</b> Creditor's Name  <b>10401 Deerwood Par Jacksonville, FL 32256</b> Number, Street, City, State & Zip Code	<b>\$266,220.00</b>	<b>\$175,000.00</b>	<b>\$91,220.00</b>
	Describe the property that secures the claim: <b>508 Sugarloaf Blvd. Big Bear City, CA 92314 San Bernardino County (SHORT SALE)</b> As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>Mortgage</u>			
	Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input checked="" type="checkbox"/> Check if this claim relates to a community debt			
	Opened <b>7/01/06</b> Last Active <b>7/15/14</b> Date debt was incurred <b>7/15/14</b> Last 4 digits of account number <b>7688</b>			

2.2	<b>Wfds/wds</b> Creditor's Name  <b>Po Box 1697 Winterville, NC 28590</b> Number, Street, City, State & Zip Code	<b>\$13,882.00</b>	<b>\$12,000.00</b>	<b>\$1,882.00</b>
	Describe the property that secures the claim: <b>2014 Kia Soul 32,000 miles</b> As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit			
	Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input checked="" type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another			

Debtor 1 **Patrick H. Ardigo** Case number (if know) \_\_\_\_\_  
 First Name Middle Name Last Name

Debtor 2 **Tammy S. Ardigo**  
 First Name Middle Name Last Name

Check if this claim relates to a community debt  Other (including a right to offset) **Purchase Money Security**

Opened **8/01/14**  
 Last Active **2/10/16**  
 Date debt was incurred **2/10/16** Last 4 digits of account number **7522**

Add the dollar value of your entries in Column A on this page. Write that number here:	<b>\$280,102.00</b>
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	<b>\$280,102.00</b>

**Part 2: List Others to Be Notified for a Debt That You Already Listed**

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Name Address **-NONE-** On which line in Part 1 did you enter the creditor? \_\_\_\_\_  
 Last 4 digits of account number \_\_\_\_\_

## **Exhibit 3 Proposed Sale Order**

1 Lynda T Bui, Trustee  
3550 Vine Street, Suite 210  
2 Riverside, California 92507  
Telephone: (949) 340-3400  
3 Facsimile: (949) 340-3000  
Email: trustee.bui@shbllp.com  
4

5 Chapter 7 Trustee  
6  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**  
10

11 In re

12 **PATRICK H. ARDIGO and**  
13 **TAMMY S. ARDIGO,**

14 Debtors.  
15  
16  
17  
18  
19

Case No. 6:16-bk-12395-WJ

Chapter 7

**ORDER:**

- 14 (1) **AUTHORIZING THE SHORT SALE OF  
REAL PROPERTY OF THE ESTATE  
PURSUANT TO BANKRUPTCY CODE §  
363(b);**
- 16 (2) **APPROVING PAYMENT OF REAL ESTATE  
COMMISSION; AND**
- 18 (3) **GRANTING RELATED RELIEF INCLUDING  
USE OF SALE PROCEEDS TO REIMBURSE  
TRUSTEE FOR ACTUAL COSTS  
INCURRED**

20 **Real Property located at:**  
21 **508 Sugarloaf Blvd.**  
**Highland, CA 92314**

22 **Hearing Date:**

Date: December 13, 2016

Time: 1:00 p.m.

Place: Courtroom 304  
3420 Twelfth Street  
Riverside, CA 92501

23  
24  
25  
26 The Chapter 7 Trustee's Motion for Order: (1) Authorizing the **Short Sale** of Real  
27 Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of  
28 Real Estate Commission; and (3) Granting Related Relief Including Use of Sale

1 *Proceeds to Reimburse Trustee for Actual Costs Incurred* (docket 18) (“Sale Motion”)  
2 filed by Lynda T. Bui, the Chapter 7 trustee (“Trustee”) for the bankruptcy estate  
3 (“Estate”) of Patrick H. Ardigo and Tammy S. Ardigo (“Debtors”), came on for regular  
4 hearing on December 13, 2016, the Honorable Wayne E. Johnson, United States  
5 Bankruptcy Judge presiding.

6 The Trustee, Lynda T. Bui, appeared on her own behalf. No other parties  
7 appeared.

8 The Court, having considered the Sale Motion and the papers filed therewith, the  
9 arguments and representations made by counsel at the hearing, the declarations and  
10 other evidence submitted in support of the Sale Motion, the record and proceedings in  
11 the Debtors’ bankruptcy case, and finding that (i) proper notice has been given, (ii) the  
12 relief requested by the Sale Motion is in the best interests of the Estate and its creditors,  
13 and (iii) good cause having been shown;

14 **IT IS ORDERED** that:

15 1. The Sale Motion is granted contingent upon (i) the approval of the terms of  
16 a short sale of the Property (defined below) being given by the current beneficiary of the  
17 first priority lender lien listed on the Preliminary Title Report attached as Exhibit 1 to the  
18 Declaration of Lynda T. Bui annexed to the Sale Motion (“Bui Declaration”) (“Lender”),  
19 and (ii) the Trustee’s compliance with any conditions required by Lender for the short  
20 sale.

21 2. The Trustee is authorized to sell to Bernardo Padilla and Michael Jones,  
22 or another buyer that is approved by the Lender (“Buyer”), the Estate’s interest in the  
23 real property located 508 Sugarloaf Blvd., Big Bear City, California 92314 (“Property”),  
24 for a purchase price of \$148,750.00, or such other amount approved by the Lender, and  
25 subject to Lender’s approval of all costs or expenses required to be paid through the  
26 short sale of the Property, including payment of a trustee release fee of \$15,000.00 to  
27 the Estate (“Trustee Release Fee”).  
28

1           3.     The Property is located in San Bernardino County, State of California and  
2 legally described<sup>1</sup> as follows:

3                     The East 1/2 of Lot 3, Block 39, Tract No. 2070, in the  
4                     County of San Bernardino, State of California, recorded in  
5                     Map Book 30, Page 24, records of said County.

6                     APN: 0311-106-13-0-000

7           4.     The sale of the Property to the Buyer shall be on the terms and conditions  
8 as set forth in any written short sale approval letter ("Approval Letter") to be obtained  
9 from the Lender which also approves payment of the Trustee Release Fee.

10          5.     The Trustee is authorized and empowered to: (i) perform under,  
11 consummate, and implement the sale transaction consented to by the Lender under the  
12 Approval Letter and Lender approved purchase agreement with the Buyer; (ii) execute  
13 all additional instruments and documents that may be reasonably necessary or  
14 desirable to implement the sale transaction under the Approval Letter and in connection  
15 with the sale transaction contemplated thereby; (iii) take all further actions as may be  
16 necessary or appropriate for the purposes of assigning, transferring, granting,  
17 conveying, encumbering, or transferring the Property as contemplated by the Approval  
18 Letter; and (iv) take such other and further steps as are contemplated by the Approval  
19 or reasonably required to fulfill the Trustee's obligations under the Approval Letter and  
20 purchase agreement with the Buyer approved by the Lender, all without further order of  
21 the Court. The Trustee is authorized to execute all documents in connection with the  
22 sale transaction approved hereby.

23          6.     The Buyer will be acting in good faith within the meaning of Bankruptcy  
24 Code Section 363(m) in closing of the sale transaction under the Approval Letter, as  
25 such, is entitled to all of the protections afforded thereby.

26  
27  
28 <sup>1</sup>           The legal description for the Property is believed to be accurate but may be corrected or updated  
by the title company in the transfer documents as necessary to complete the sale.

1           7.     The sale of the Property is "as is-where as" without warranties of any kind,  
2 express or implied, being given by the Trustee. The Buyer shall represent and warrant  
3 that he/she/it is purchasing the Property as a result of his/her/its own investigations and  
4 is not buying the Property pursuant to any representation made by any broker, agent,  
5 accountant, attorney or employee acting at the direction, or on the behalf of the Trustee  
6 as seller. Buyer shall acknowledge that Buyer has inspected the Property, and upon  
7 closing of escrow governed by the Approval Letter and any purchase agreement  
8 approved by the Lender, Buyer forever waives, for his/her/itself, heirs, successors and  
9 assigns, and all claims against the Debtors, their attorneys, agents and employees, the  
10 Debtors' Estate, Lynda T. Bui as Trustee and individually, and the law firm the Trustee  
11 is associated, Shulman Hodges Bastian LLP, agents and employees, arising or which  
12 might otherwise arise in the future concerning the Property

13           8.     Prior to closing or at the time of closing the of the sale, the Trustee is  
14 authorized to make the following disbursements through escrow on the sale of the  
15 Property:

- 16           a. Upon close of escrow, the liens shown on the Preliminary Title Report  
17 annexed as Exhibit 1 to the Bui Declaration shall be released or paid in  
18 the amount as approved by the Lender under the Approval Letter and all  
19 claims associated with such resolved liens (including any deficiency  
20 claims resulting from the Trustee's sale of the Property), will be waived  
21 prior to closing or at the time of closing of the short sale;
- 22           b. All real property taxes owed to the County Tax Collector shall be paid;
- 23           c. All normal and customary closing costs, including a Broker's commission  
24 not to exceed 6%, in amounts as to be approved by the Lender;
- 25           d. \$15,000.00 to the Estate which will have been paid into escrow by the  
26 Buyer; and
- 27           e. Such other fees and costs as approved by the Lender in its Approval  
28 Letter or otherwise consented to by the Lender in writing.



## 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:  
**100 Spectrum Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **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*) **November 18, 2016**, 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:

- **Notice for Wells Fargo Dealer Services:** Michaela L Almanza michaela.almanza@wellsfargo.com
- **Chapter 7 Trustee:** Lynda T. Bui (TR) trustee.bui@shbllp.com, C115@ecfbis.com
- **Attorney for Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2006-HE8, Mortgage Pass-Through Certificates, Series 2006 HE8:**  
Caren J Castle wdk@wolffirm.com, wdk@wolffirm.com
- **Courtesy NEF:** Daniel K Fujimoto wdk@wolffirm.com
- **Attorney for Debtors:** Mona V Patel LawOfficesOfLadyJustice@gmail.com
- **Interested Party:** United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **November 18, 2016**, 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.

**Judge's Copy**

U.S. Bankruptcy Court  
Attn: Honorable Wayne E. Johnson  
3420 Twelfth Street, Suite 385  
Riverside, CA 92501

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*) **November 18, 2016**, 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.

**Trustee's Broker (via Email)**

Hyatt Relocation Corporation  
Attn: Deborah L. Priebe  
Email: debpriebe@sss-lv.com

**Broker for Buyers (via Email)**

Lock & Key Realty  
Attn: Teresa Roberts  
Email: teresarobertsrealtor@gmail.com

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.

**November 27, 2016**

*Date*

**Erlanna Lohayza**

*Printed Name*

**/s/ Erlanna Lohayza**

*Signature*

**U.S. MAIL SERVICE LIST**

**DEBTORS**

PATRICK H. ARDIGO  
TAMMY S. ARDIGO  
PO BOX 1260  
BIG BEAR LAKE, CA 92315-1260

**CREDITOR LISTING**

EMPLOYMENT DEVELOPMENT  
DEPT.  
BANKRUPTCY GROUP MIC 92E  
P.O. BOX 826880  
SACRAMENTO, CA 94280-0001

**CREDITOR LISTING**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS: A-340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

**CREDITOR LISTING**

WELLS FARGO DEALER  
SERVICES  
PO BOX 19657  
IRVINE, CA 92623-9657

**CREDITOR LISTING**

AMERICAN INFOSOURCE LP AS  
AGENT FOR  
VERIZON  
PO BOX 248838  
OKLAHOMA CITY, OK 73124-8838

**CREDITOR LISTING**

CAPITAL ONE  
PO BOX 30253  
SALT LAKE CITY, UT 84130-0253

**CREDITOR LISTING**

CAPITAL ONE BANK (USA), N.A.  
PO BOX 71083  
CHARLOTTE, NC 28272-1083

**PREFERRED ADDRESS**

CAPITAL ONE  
PO BOX 30285  
SALT LAKE CITY UT 84130-0285

**CREDITOR LISTING**

CAPITAL ONE NA  
C/O BECKET AND LEE LLP  
PO BOX 3001  
MALVERN PA 19355-0701

**CREDITOR LISTING**

COLLECTION CONSULTANTS  
6100 SAN FERNANDO RD STE  
GLENDALE, CA 91201-2280

**CREDITOR LISTING**

CREDIT ONE BANK NA  
PO BOX 98872  
LAS VEGAS, NV 89193-8872

**CREDITOR LISTING**

KOHL'S/CAPONE  
N56 W 17000 RIDGEWOOD DR  
MENOMONEE FALLS, WI 53051-  
7096

**CREDITOR LISTING**

SELECT PORTFOLIO SVCIN  
10401 DEERWOOD PAR  
JACKSONVILLE, FL 32256-5007

**CREDITOR LISTING**

SYNCB/AMERICAS TIRE  
950 FORRER BLVD  
KETTERING, OH 45420-1469

**CREDITOR LISTING**

SYNCB/CARE CREDIT  
950 FORRER BLVD  
KETTERING, OH 45420-1469

**CREDITOR LISTING**

SYNCB/LOWES  
4125 WINDWARD PLAZA  
ALPHARETTA, GA 30005-8738

**CREDITOR LISTING**

SYNCHRONY BANK  
C/O RECOVERY MANAGEMENT  
SYSTEMS CORP  
25 SE 2ND AVE SUITE 1120  
MIAMI FL 33131-1605

**CREDITOR LISTING**

TERESA ROBERTS LOCK & KEY  
REALTY  
14038 CHOCO ROAD  
APPLE VALLEY CA 92307-5526

**CREDITOR LISTING**

THD/CBNA  
PO BOX 6497  
SIOUX FALLS, SD 57117-6497

**CREDITOR LISTING**

VERIZON WIRELESS  
PO BOX 49  
LAKELAND, FL 33802-0049

**CREDITOR LISTING**

WESTERN DENTAL  
PO BOX 51901  
LOS ANGELES, CA 90051-6201

**CREDITOR LISTING**

WFDS/WDS  
PO BOX 1697  
WINTERVILLE, NC 28590-1697

**RETURNED MAIL**

**UNDELIVERABLE**

COURTESY NEF

**DUPLICATE**

TAMMY S. ARDIGO  
PO BOX 1260  
BIG BEAR LAKE, CA 92315-1260

**N/A**

LYNDA T. BUI (TR)  
SHULMAN HODGES & BASTIAN  
LLP  
3550 VINE STREET, SUITE 210  
RIVERSIDE, CA 92507-4175

**UNDELIVERABLE**  
TERESA ROBERTS  
NONE

**N/A**  
RIVERSIDE DIVISION  
3420 TWELFTH STREET,  
RIVERSIDE, CA 92501-3819

**UNDELIVERABLE**  
CAP1/BSTBY

**UNDELIVERABLE**  
MEDICAL  
FACT ACT  
SUPPRESSION