

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T. Bui, Trustee 3750 University Ave., Ste. 670 Riverside, CA 92501 Telephone: (951) 275-9300 Facsimile: (951) 275-9303 Email: trustee.bui@shbllp.com Chapter 7 Trustee <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
---	--------------------

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: ERIC LAWRENCE FRAZIER and RUBY LEE FRAZIER, Debtor(s).	CASE NO.: 6:11-bk-19512-MH CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
--	---

Sale Date: 08/21/2013	Time: 11:00 am
Location: Courtroom 303, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: Public Private **Last date to file objections:** 08/07/2013

Description of property to be sold: Real Property located at 404 22nd Street, Huntington Beach, CA 92648

Terms and conditions of sale: Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f)
The total consideration to be paid is \$808,224.50, which includes (1) a bankruptcy fee "carve-out" of \$40,500 to be paid to the Estate, (2) \$1,500 payment to the Estate for legal services related to the sale, (3) real property taxes, (4) brokerage commissions, (5) closing costs and (6) other monetary obligations the the Estate as the seller of the Property would normally need to pay at the close of escrow. See attached for more information.

Proposed sale price: \$ 808,224.50

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

Overbid procedure (if any): Sale is not subject overbids. The Buyer's offer is the highest and best offer received by
the following the requests for highest and best bids.

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

August 21, 2013 at 11:00 A.M.
Courtroom 303
U.S. Bankruptcy Court
3420 Twelfth Street
Riverside, CA 92501

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

Lynda T. Bui, Chapter 7 Trustee
3750 University Ave., Ste. 670
Riverside, CA 92501
Telephone: (951) 275-9300
Facsimile: (951) 275-9303
Fax: (949) 340-3000
Email: trustee.bui@shbllp.com

Date: 07/23/2013

1 **In re Eric Lawrence Frazier and Ruby Lee Frazier**
2 **Case No. 6:11-bk-19512-MH**

3 **Attachment to Notice of Sale of Estate Property:**

4 **I. INTRODUCTION**

5 Lynda T. Bui, the Chapter 7 trustee ("Trustee") for the bankruptcy estate
6 ("Estate") of Eric Lawrence Frazier and Ruby Lee Frazier ("Debtors"), brings this Motion
7 for Order: (1) Approving the Short Sale of Real Property of the Estate Free and Clear of
8 Liens Pursuant to Bankruptcy Code §§ 363(b) and (f); (2) Approving Payment of Real
9 Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to
10 Reimburse Trustee for Actual Costs Incurred ("Sale Motion").

11 As set forth below, this is a **short sale** of the real property located at 404 22nd
12 Street, Huntington Beach, CA 92648 ("Property"). The Trustee has received an offer
13 from SDNY, LLC ("Buyer") to purchase the Property free and clear of all liens for total
14 consideration of \$808,224.50, which includes a bankruptcy fee "carve-out" of \$40,500 to
15 be paid to the Estate, \$1,500 payment to the Estate for legal services related to the sale
16 and such amounts necessary to pay real property taxes, brokerage commissions,
17 closing costs and other monetary obligations the Trustee on behalf of the Estate as the
18 seller of the Property would normally need to pay at the close of escrow¹. This is a true
19 short sale as the total consideration is less than the total amount owed to the lienholder.

20 The Property has been on the market for over nine months and has been
21 numerous counter offers for highest and best bids. Specifically, following the receipt of
22 multiple offers, the Broker sent out requests to all interested parties and/or their agents
23 for the best and highest bids for the Property. **The Buyer's offer is the highest and**
24 **best offer received by the Trustee.** It is believed that a further bidding deadline on the
25 Property will provide no additional benefit to the Estate as the highest bids have already
26 been received. Moreover, with the secured lender payoff increasing every month, the
27 Trustee believes that the sale must not be delayed by further bidding deadlines and the

28 _____
¹ Including but not limited to escrow charges, title charges, documentary transfer taxes.

1 Property must be sold as soon as possible in order to maximize the benefit for the
2 Estate.

3 To complete the short sale process, the creditor holding the first priority lien on
4 the Property, JPMorgan Chase Bank, National Association ("Chase")² has requested
5 that the Trustee file this Sale Motion. Thus the Trustee believes that Chase will have no
6 objection to the sale as proposed (i.e. Chase's lien will be paid at the reduced amount
7 agreed to by the lender as full satisfaction of its lien, all approved costs will be paid
8 through escrow and the Estate will receive the benefit of a \$40,500 carve-out and
9 reimbursement of legal fees of \$1,500.) The Trustee understands (and as is customary)
10 that at closing, Chase may want to negotiate the final allowed or disallowed costs and/or
11 the final payoff to the lender. Provided that the Estate receives the \$40,500 carve-out at
12 closing, the Trustee requests authorization to work with and agree with the lender to
13 resolve the allowance and disallowance of costs and/or payoff amounts as part of the
14 escrow closing without the need for further notice, hearing or Court order.

15 The Trustee proposes to sell the Property free and clear of liens under
16 Bankruptcy Code sections 363(f)(1), (3) and (5). If this Sale Motion is not approved,
17 any and all benefit to the Estate will be completely lost as it is likely that Chase will
18 foreclose on the Property on account of its underwater status and the delinquent
19 obligations. As will be discussed further below, the Trustee believes that good cause
20 exists to grant the Sale Motion so the Trustee does not lose this favorable business
21 opportunity.

22
23
24
25

26 ² The preliminary title report indicates JPMorgan Chase Bank, National Association is the
27 holder of the first trust deed on the Property. In their Schedules, the Debtors identified the
28 holder of the first trust deed as being Chase Home Finance, LLC. As set forth below, the
preliminary title report lists additional liens against the Property which were not listed on the
Debtors' Schedule D, although the lienholders appear to be listed as creditors on Schedule F.

1 II. **RELEVANT FACTS**

2 **A. Case Commencement**

3 The Debtors commenced their bankruptcy case under Chapter 11 by filing a
4 Voluntary Petition on March 24, 2011. Pursuant to Court order entered on
5 August 7, 2012, the case was converted to a Chapter 7.

6 Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee for the
7 Debtors' Estate.

8 **B. The Property**

9 An "asset"³ of the Estate is the Debtors' interest in the Property located in
10 Orange County at 404 22nd Street, Huntington Beach, CA 92648. The Property is
11 legally described as stated in the Preliminary Title Report dated May 17, 2013, a true
12 and correct copy of which is attached as Exhibit 1 to the Declaration of Lynda T. Bui
13 ("Bui Declaration") annexed to the Sale Motion.

14 In their Schedules, the Debtors valued the Property at \$945,000 and listed one
15 lien in favor of Chase in the amount of \$1,460,000. The Debtors have not claimed an
16 exemption in the Property and the Property is not listed as being the Debtors' residence.
17 A true and correct copy of the Debtors' Schedules A, C and D are attached as Exhibit 2
18 to the Bui Declaration annexed to the Sale Motion.

19 **C. Employment of Real Estate Broker**

20 On October 16, 2012, the Trustee filed an application to employ Kristian Peter of
21 San Diego REO Specials as her real estate broker ("Broker") ("Employment
22 Application") (docket number 189) to assist her with effectively listing and marketing the
23 Property for sale, as well as negotiating a short sale with the secured lender and sale
24 price to prospective buyers to provide a benefit to the Estate. The listing agreement
25 called for real estate commission to be paid of six percent of the sale price (includes
26
27

28 ³ It should be noted that on its face, the Property has no equity. Through Trustee's and
her Broker's hard work, the Trustee has created an "asset" of a case that is otherwise is a no
"asset" case.

1 fees for short sale negotiation). The Employment Application was approved pursuant
2 to Court order entered on November 9, 2012 (docket number 193).

3 **D. Basis for the Value of the Property**

4 The Broker has more than ten years of experience in the sale of real property as
5 well as property valuations and is familiar with valuing real property in today's economic
6 environment. The Broker listed the Property on the MLS for \$945,000. It was also
7 agreed that if no buyer was found, the Property listing price would be adjusted.

8 From his over ten years of experience with short sales, the Broker is aware that
9 the lenders will often obtain their own appraisals or otherwise determine the fair market
10 value of the subject real property before approving the short sale. It is also not
11 uncommon for lenders to counter with the price they obtained the appraisal for if its
12 higher than the offer price. As such, the Broker believes that Chase will obtain a its own
13 appraisal of the Property before approving the short sale herein. That is, upon final
14 approval of the short sale, Chase will have determined that the proposed sale price for
15 the Property is for fair market value.

16 **E. Marketing of the Property for Sale and Bidding Utilized**

17 Trustee submits that the Property has been extensively marketed and at this time
18 there are no viable alternative buyers for the Property other than the Buyer proposed by
19 the Trustee.

20 The Property has been on the market for over nine months. Following the list of
21 the property for sale, realtors and potential buyers were encouraged to present all
22 offers. There were at least seven inquiries and three offers. The Broker reviewed all
23 initial purchase offers for the Property. Following the review of the multiple offers, the
24 Broker sent out requests to all interested parties and/or their agents to submit the
25 highest and best bids for the Property. The Buyer's offer is the highest and best offer
26 received by the Trustee. It is believed that further bidding on the Property will provide
27 no additional benefit to the Estate as the highest and best bids have already been
28 received. Moreover, with the secured lender payoff increasing every month, the Trustee

1 believes that the sale must not be delayed by further bidding deadlines and the Property
2 must be sold as soon as possible in order to maximize the benefit for the Estate.

3 **F. Liens and Encumbrances Against the Property and Their Proposed**
4 **Treatment Through the Sale**

5 From the Debtors' Schedules and the Preliminary Title Report the Trustee
6 believes that the total liens against the Property exceed \$1,645,000. The following
7 chart sets forth and accounts for all of the recorded liens and encumbrances against the
8 Property described in the Preliminary Title Report and their proposed treatment through
9 the sale:

<u>Creditor</u> ⁴	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
Orange County Treasurer and Tax Collector	Real property taxes	\$1,877.30	\$1,877.30	All outstanding real property taxes will be paid in full through escrow on the sale transaction
Chase	Current beneficiary of a first priority deed of trust recorded April 14, 2005, recording number 2005000283583. Listed in the Debtors' Schedules as being owed \$1,460,000.	\$1,460,000	\$691,184.95	This lien will be paid through escrow on the sale of the Property in the amount approved by Chase. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will not attach to the sale proceeds.

21
22
23
24
25
26 ⁴ The preliminary title report indicates JPMorgan Chase Bank, National Association is the
27 holder of the first trust deed on the Property. In their Schedules, the Debtors identified the
28 holder of the first trust deed as being Chase Home Finance, LLC. As set forth below, the preliminary title report lists additional liens against the Property which were not listed on the Debtors' Schedule D, although the lienholders appear to be listed as creditors on Schedule F.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<u>Creditor</u> ⁴	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
State of California Franchise Board	Tax lien recorded March 2, 2010, recording number 201000098114, in the amount of \$88,815.30	\$88,815.30	\$0.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out amount, which amount is being offered to the Estate from Chase's lien.)
Chaumont Maintenance Association	Abstract of Judgment recorded May 5, 2010, recording number 2010000212759, in the amount of \$2,700.	\$2,700	\$0.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out amount, which amount is being offered to the Estate from Chase's lien.)
Moore and Affiliates, PLC	Deed of trust recorded August 6, 2010, recording number 2010000379284, in the amount of \$75,000.	\$75,000	\$0.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out amount, which amount is being offered to the Estate from Chase's lien.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

<u>Creditor</u> ⁴	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
American Express Centurion Bank	Abstract of Judgment recorded October 1, 2010, recording number 2010000493194, in the amount of \$11,728.43.	\$11,728.43	\$0.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out amount, which amount is being offered to the Estate from Chase's lien.)
Capital One Bank (USA), N.A.	Abstract of Judgment recorded December 2, 2010, recording number 2010000646522, in the amount of \$4,567.15.	\$4,567.15	\$0.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out amount, which amount is being offered to the Estate from Chase's lien.)
HSBC Bank Nevada, N.A.	Abstract of Judgment recorded December 29, 2010, recording number 2010000705003, in the amount of \$2,441.86.	\$2,441.86	\$0.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out amount, which amount is being offered to the Estate from Chase's lien.)

1 **G. Summary of the Purchase Offer and Summary of the Sale Terms**

2 The Trustee has received the highest and best offer from the Buyer to purchase
3 the Property for the total consideration of \$808,224.50, which includes (1) a bankruptcy
4 fee “carve-out” of \$40,500 to be paid to the Estate, (2) approximately \$1,500⁵ payment
5 to the Estate for legal services related to the sale, (3) real property taxes, (4) brokerage
6 commissions of \$44,700 and a short sale negotiator fee of \$7,450,⁶ (5) closing costs,
7 and (6) other monetary obligations the Trustee on behalf of the Estate as the seller of
8 the Property would normally need to pay at the close of escrow. This is a true short
9 sale as the carve-out for the Estate and the other costs of sale will be from funds that
10 would otherwise go to the first trust deed holder on the Property based on the large debt
11 it is owed.

12 Attached as Exhibit 3 to the Bui Declaration annexed to the Sale Motion is a true
13 and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions
14 and Counter Offers and related addendum (collectively, the “Agreement”) for which the
15 Trustee is seeking Court approval. Attached as Exhibit 4 to the Bui Declaration
16 annexed to the Sale Motion is a true and correct copy of the HUD-1 estimated
17 settlement statement for the transaction.

18 A summary⁷ of the terms and highlights of the Agreement between the Trustee
19 and the Buyer are discussed below:

20 ////

21 ////

22 ////

23

24

25

26 ⁵ Payment for legal services is estimated and is contingent on the lender’s final approval.

27 ⁶ Except for the carve-out, all other costs are subject to final acceptance and approval by
Chase.

28 ⁷ The summary and discussion are not meant to be a complete review of every provision
of the Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Buyer:	SDNY, LLC 2220 Otay Lakes Road, #502 - PMB 106 Chula Vista, CA 91915
Purchase Price:	<p>\$745,000, plus a carve-out payment of \$40,500 to the Estate and \$1,500 to the Estate for legal services related to the sale.</p> <p>The Trustee is proposing that the senior lender, Chase, agree to reduce its loan balance by an amount sufficient to permit the proceeds of the sale to pay the lender's loan balance (as reduced), real property taxes, brokerage commissions, closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including but not limited to escrow charges, title charges, documentary transfer taxes) without requiring the Estate to place any funds into escrow or have any continuing obligation to the senior lienholder, Chase.</p> <p>Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is \$808,224.50.</p>
Escrow Holder and Escrow Closing Date:	The escrow holder shall be First California Escrow, 1110 Camino Del Mar, Suite G, Del Mar, CA 92104. Escrow is scheduled to close as soon as possible after Court approval of the sale.
Costs of Sale and Payments Through Escrow (including Real Estate Agent Commission) ⁸	<ul style="list-style-type: none"> • Outstanding real property taxes shall be paid.⁹ • \$691,184.95 to Chase in full satisfaction of its first priority lien. • 6% broker's commission, or \$44,700, to be split between the Trustee's Broker and the Buyer's real estate broker as follows: Trustee's Broker, Kristian Peter of San Diego REOS Specialists in the amount of \$29,800 and Buyer's real estate broker, Ericka Rojas of Summit Realty Group in the amount of \$14,900. • A short sale negotiator fee of \$7,450 to Web Short Sale. • \$40,500 to the Trustee on behalf of the Estate (Carve-Out Amount). The Trustee on behalf of the Estate shall retain the Carve-Out Amount in the Estate free and clear of any liens of interests, to compensate the Estate inter alia for its efforts in connection with the sale of the Property. • \$1,500 to the Estate for legal services related to the sale, or such amount as approved by the lender at closing. • Payment of closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including but not limited to escrow charges, title charges, documentary transfer taxes) without requiring the Estate to place any funds into escrow or have any continuing obligation to the senior lienholder, Chase. • Payment of the balance of the sale proceeds, if any, to the senior lienholder, Chase.

⁸ If necessary, given that this is a short sale, the Trustee may be seeking a carve-out from the Broker to make sure that there will be sufficient funds in the Estate to make a meaningful distribution.

⁹ All real property taxes and assessments for the current tax year shown in the current county tax bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Bankruptcy Court Approval	The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California and entry of final order approving this Sale Motion.
Final Approval From Lender	To complete the short sale process, Chase is requesting the Trustee file this Sale Motion. Except for the carve-out to the Estate, all other costs are subject to final acceptance and approval by Chase.
Terms of Sale - Purchase Without Warranties	Buyer acknowledges that Buyer is purchasing the Property from the Seller "AS IS" without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the property or the quality of the title thereto, or any other matters relating to the Property. Buyer represents and warrants that Buyer is purchasing the Property as a result of its own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting in the direction, or on the behalf of the Seller, except as expressly set forth in the Agreement. Buyer acknowledges that Buyer has inspected the Property, and upon closing of Escrow governed by this Agreement, Buyer forever waives, for itself, its heirs, successors and assigns, all claims against the Debtors, their attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually, and her attorneys, the law firm for which she is associated, her agents and employees, arising or which might otherwise arise in the future concerning the Property
Terms of Sale - Free and Clear of Liens and Encumbrances	The sale of the Property shall be free and clear of all liens, claims, interests and encumbrances pursuant to Bankruptcy Code Section 363(f). The Property shall be delivered to the Buyer free and clear of all liens and encumbrances. Out of an abundance of caution, any liens and interests against the Property that are not paid/resolved through escrow shall attach to the residual sale proceeds, if any , (but excluding the Estate's carve-out amount of \$40,500 and the reimbursement to the Estate for legal services related to the sale) that may be generated through the sale with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale
Terms of Sale - Good Faith Finding	The proposed sale has been brought in good faith and has been negotiated on an "arms length" basis. The negotiations with the Buyer have resulted in an offer to sell the Estate's interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion.
Terms of Sale - Waiver of Rule 6004(h)	The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Sale Motion and the Agreement.

H. Tax Consequences

This is a short sale. The sale will be for less than the Debtors' original purchase price and improvement costs attributed to the Property. It is anticipated that there will be no tax liability generated from the sale.

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: **8105 Irvine 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*) **July 23, 2013**, 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:

- Richard J Bauer rbauer@mileslegal.com *NEF for Interested Party*
- Lynda T. Bui (TR) trustee.bui@shbllp.com, C115@ecfcbis.com *Chapter 7 Trustee*
- Lynda T. Bui (TR) trustee.ltranbui@shbllp.com, C115@ecfcbis.com *Chapter 7 Trustee*
- Michael J Bujold Michael.J.Bujold@usdoj.gov *Office of the United States Trustee*
- Norma Ann Dawson NADLAW@kidlike.com *Attorney for the Debtors*
- Mark Domeyer mdomeyer@mileslegal.com *Attorney for Mercedes Benz Financial Services USA, LLC*
- Laleh Ensafi lensafi@yahoo.com, Cmartin@pralc.com *Attorney for Bank of America, N.A.*
- Daniel K Fujimoto wdk@wolffirm.com *NEF for Interested Party*
- Joseph Garibyan cmartin@pralc.com *Attorney for The Bank of New York Mellon, et al and Bank of America, N.A., et al*
- Nancy Ly bknotice@rcolegal.com, nly@rcolegal.com *NEF for Interested Party*
- Christopher M McDermott ecfcacb@piteduncan.com *NEF for Interested Party*
- Terrence J Moore terry@taxbizlawyer.com, luisana@taxbizlawyer.com *Attorney for Moore & Affiliates, PLC*
- Lee S Raphael cmartin@pralc.com *Attorney for The Bank of New York Mellon, et al*
- Cassandra J Richey cmartin@pralc.com *Attorney for BAC Home Loans Servicing, LP, et al.*
- Daniel I Singer bankruptcy@zivelaw.com *Attorney for Deutsche Bank National Trust Company, as Trustee*
- Michael R Totaro tsecfpacer@aol.com *Attorney for the Debtors*
- United States Trustee (RS) ustpreion16.rs.ecf@usdoj.gov *Office of the United States Trustee*
- Les A Zieve bankruptcy@zivelaw.com *Attorney for Ocwen Loan Servicing, LLC*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **July 23, 2013**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **July 23, 2013**, 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.

Judge's Copy - Via Messenger:

Honorable Mark Houle, US Bankruptcy Court, 3420 Twelfth St, Bin Outside Courtroom 303, Riverside, CA 92501

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.

July 23, 2013

Date

Lorre Clapp

Printed Name

/s/ Lorre Clapp

Signature

U.S. MAIL SERVICE LIST

Buyer

SDNY, LLC
Attn Harvey Castellano, Managing Member
2220 Otay Lakes Road, #502 - PMB 106
Chula Vista, CA 91915

Buyer's Broker

Ericka Rojas
Summit Realty Group
177 Riverside Ave, Suite 1156
Newport Beach, CA 92663

Trustee's Broker

Kristian Peter
SDREOS
2433 Fenton St Suite B
Chula Vista, CA 91914

Secured Party

Orange County Treasurer and Tax Collector
P.O. Box 1438
Santa Ana, CA 92702-1438

Secured Party

JPMorgan Chase Bank, NA
Chase Fulfillment Center
PO Box 469030
Glendale, CO 80246

Secured Party

JPMorgan Chase Bank, NA
780 Kansas Lane, Suite A
Monroe, LA 71203

Secured Party

JPMorgan Chase Bank, NA
700 Kansas Lane, MC 8000
Monroe, LA 71203

Secured Party

State of California Franchise Tax Board
Bankruptcy Section, MS: A-340
PO Box 2952
Sacramento, CA 95812-2952

Secured Party

State of California Franchise Tax Board
Special Procedures Section
PO Box 2952
Sacramento, CA 95812-2952

Secured Party

Chaumont Maintenance Association
Janet Vesel, Collection Manager
c/o Keystone Pacific Property Management, Inc.
16845 Von Karman, Suite #200
Irvine, CA 92606

Secured Party

Moore & Affiliates, PLC
Terrence J Moore, Esq.
1010 North Ross Street, Ste. 400
Santa Ana, CA 92701

Secured Party – American Express Centurion Bank

Zwicker & Associates
Raymond J. Lee, Esq. and Eric Jun, Esq.
199 S. Los Robles #410
Pasadena, CA 91101

Secured Party – Capital One Bank (USA) NA

Hunt & Henriques
Michael S. Hunt, Esq. and Janalie Henriques, Esq.
151 Bernal Rd, Suite #8
San Jose, CA 95119

Secured Party – HSBC Bank Nevada, NA

Hunt & Henriques
Michael S. Hunt, Esq. and
Janalie Henriques, Esq.
151 Bernal Rd, Suite #8
San Jose, CA 95119

CONTINUED ON FOLLOWING PAGE

U.S. MAIL SERVICE LIST CONTINUED.

DEBTOR

ERIC LAWRENCE FRAZIER
1928 SYCAMORE HILL DR.
RIVERSIDE, CA 92506-4669

NOTICING MATRIX

BAC HOME LOANS SERVICING, LP
1757 TAPO CANYON ROAD
MAIL STOP: CA6-913-01-01
SIMI VALLEY, CA 93063

NOTICING MATRIX

BANK OF AMERICA, N.A. SUCCESSOR BY
MERGER TO BAC HOME LOANS
SERVICING, LP'S
8501 FALLBROOK AVENUE
WEST HILLS, CA 91304

NOTICING MATRIX

MERCEDES BENZ FINANCIAL SERVICES
USA, LLC...
MILES, BAUER, BERGSTROM & WINTERS,
LLP
1231 E. DYER ROAD, SUITE 100
SANTA ANA, CA 92705

NOTICING MATRIX

THE BANK OF NEW YORK MELLON, ET AL
1757 TAPO CANYON ROAD
MAIL STOP:CA6-913-LB-11
SIMI VALLEY, CA 93063

NOTICING MATRIX

AMERICAN EXPRESS CENTURION BANK
C O BECKET AND LEE LLP
POB 3001
MALVERN, PA 19355-0701

NOTICING MATRIX

BAC HOME LOANS SERVICING, LP
7105 CORPORATE DR.
PTX-B-35
PLANO, TX 75024

DEBTOR

RUBY LEE FRAZIER
1928 SYCAMORE HILL DR.
RIVERSIDE, CA 92506-4669

NOTICING MATRIX

BAC HOME LOANS SERVICING, LP, ET AL
C/O PROBER & RAPHAEL
20750 VENTURA BLVD, SUITE 100
WOODLAND HILLS, CA 91367

NOTICING MATRIX

BANK OF AMERICA, N.A., ET AL
1757 TAPO CANYON ROAD
SIMI VALLEY, CA 93063

NOTICING MATRIX

OCWEN LOAN SERVICING, LLC
C/O LAW OFFICES OF LES ZIEVE
18377 BEACH BLVD., SUITE 210
HUNTINGTON BEACH, CA 92648

NOTICING MATRIX

AMERICAN EXPRESS CENTURIAN BANK
P.O. BOX 3001
MALVERN, PA 19355

NOTICING MATRIX

ASHLEY FUNDING SERVICES, LLC ITS
SUCCESSORS
ASSIGNS AS ASSIGNE OF LABORATORY
CORPORATION OF AMERICA HOLDINGS
RESURGENT CAPITAL SERVICES
PO BOX 10587
GREENVILLE, SC 29603-0587

NOTICING MATRIX

BAC HOME LOANS SERVICING, LP
BANKRUPTCY DEPARTMENT
MAIL STOP: CA6-919-01-23
400 NATIONAL WAY
SIMI VALLEY, CA 93065

INTERESTED PARTY

UNITED STATES TRUSTEE (RS)
3685 MAIN STREET, SUITE 300
RIVERSIDE, CA 92501

NOTICING MATRIX

BAC HOME LOANS SERVICING, LP, ITS
ASSIGNEES AND/OR SUCCESSORS IN
INTEREST
1757 TAPO CANYON RD
MAIL CODE: CA6-913-01-01
SIMI VALLEY, CA 93063

NOTICING MATRIX

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR THE
REGISTERED HOLDERS OF MORGAN
STANLEY ABS CAPITAL I INC. TRUST 2007-
HE6 MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-HE6
C/O LAW OFFICES OF LES ZIEVE
18377 BEACH BLVD. STE. 210
HUNTINGTON BEACH, CA 92648

NOTICING MATRIX

PYOD LLC
C/O RESURGENT CAPITAL SERVICES
PO BOX 19008
GREENVILLE, SC 29602-9008

NOTICING MATRIX

AMERICAN EXPRESS BANK, FSB
C O BECKET AND LEE LLP
POB 3001
MALVERN, PA 19355-0701

NOTICING MATRIX

B-LINE LLC
MS 550
PO BOX 91121
SEATTLE WA 98111-9221

NOTICING MATRIX

BAC HOME LOANS SERVICING, LP ET AL
BK DEPT - MAIL STOP: CA6-919-01-23
400 NATIONAL WAY
SIMI VALLEY, CA 93065

NOTICING MATRIX

BANK OF AMERICAN
PO BOX 982238
EL PASO, TX 79998-2238

NOTICING MATRIX

BECKET AND LEE, LLP
P.O. BOX 3001
MALVERN, PA 19355

NOTICING MATRIX

CAPITAL ONE, NA
ATTN. BANKRUPTCY/CCAT
DEP 2739 LIBERTY AVE
PITTSBURG, PA 15222

NOTICING MATRIX

CHASE BANK
P.O. BOX 15145
WILMINGTON, DE 19850

NOTICING MATRIX

CHAUMONT MAINTENANCE CORP
C/O KEYSTONE PACIFIC PROPERTY MGMT
16845 VON KARMAN #220
IRVINE, CA 92606

NOTICING MATRIX

CMRE FINANCIAL SERVICES
3075 E. IMPERIAL HWY #200
BREA, CA 92821

NOTICING MATRIX

DALMER CHRYSLER FINANCIAL SERVICES
36455 CORPORATE DR.
FARMINGTON HILLS, CA 48331

NOTICING MATRIX

FIA CARD SERVICES, NA AS SUCCESSOR
IN INTEREST TO
BANK OF AMERICA NA AND MBNA
AMERICA BANK
1000 SAMOSET DRIVE
DE5-023-03-03
NEWARK, DE 19713

NOTICING MATRIX

GE MONEY BANK
C/O RECOVERY MANAGEMENT SYSTEMS
CORPORAT
25 SE 2ND AVE SUITE 1120
MIAMI FL 33131-1605

NOTICING MATRIX

BANK OF AMERICA
BANKRUPTCY DEPT.
4161 PIEDMONT PARKWAY
GREENSBORO, NC 27410

NOTICING MATRIX

BLOOMINGDALE'S
9111 DUKE BLVD.
MASON, OH 45040

NOTICING MATRIX

CHASE BANK
7255 BAYMEADOWS WAY
MAIL STOP JAXB2007
JACKSONVILLE, FL 32256

NOTICING MATRIX

CHASE HOME FINANCE, LLC
3415 VISION DR.
COLUMBUS, OH 43219

NOTICING MATRIX

CITIBANK/EXPO
P.O. BOX 6497
SIOUX FALLS, SD 57117

NOTICING MATRIX

CAPITAL ONE BANK (USA), N.A.
BY AMERICAN INFOSOURCE LP AS AGENT
PO BOX 71083
CHARLOTTE, NC 28272-1083

NOTICING MATRIX

DEPARTMENT STORES NATIONAL
BANK/BLOOMINGDALES
BANKRUPTCY PROCESSING
PO BOX 8053
MASON, OH 45040

NOTICING MATRIX

FINANCIAL CREDIT NETWORK
1300 W. MAIN ST.
VISALIA, CA 93291

RETURN TO SENDER

NOTICING MATRIX
GEMB/CARE
P.O. BOX 981439
EL PASO, TX 79998

NOTICING MATRIX

BARCLAYS BANK OF DELAWARE
125 S. WEST ST.
WILMINGTON, DE 19901

NOTICING MATRIX

BANK OF AMERICA, N.A.
C/O BAC HOME LOANS SERVICING, LP
BK DEPT - MAIL STOP: CA6-919-01-23
400 NATIONAL WAY
SIMI VALLEY, CA 93065

NOTICING MATRIX

CHASE BANK
P.O. BOX 15145
WILMINGTON, DE 19650

NOTICING MATRIX

CHASE/PIER
800 BROOKSEDGE BLVD.
WESTEVILLE, OH 43081

NOTICING MATRIX

CITIBANK/THD
P.O. BOX 6497
SIOUX FALLS, SD 57117

NOTICING MATRIX

CHASE BANK USA, N.A.
PO BOX 15145
WILMINGTON, DE 19850-5145

NOTICING MATRIX

DEPARTMENT STORES NATIONAL
BANK/MACYS
BANKRUPTCY PROCESSING
PO BOX 8053
MASON, OH 45040

NOTICING MATRIX

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

RETURN TO SENDER

NOTICING MATRIX
GEMB/SAM'S CLUB
P.O. BOX 981064
EL PASO, CA 79998

NOTICING MATRIX

HSBC CARD SERVICES
BANKRUPTCY DEPT.
P.O. BOX 5213
CAROL STREAM, IL 60197

NOTICING MATRIX

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
P.O. BOX 7346
PHILADELPHIA, PA 19101

NOTICING MATRIX

MEDICREDIT, INC.
P.O. BOX 410917
ST. LOUIS, MO 63141

NOTICING MATRIX

MICHAEL J RYAN
1541 OCEAN AVE STE 200
SANTA MONICA CA 90401

NOTICING MATRIX

NORDSTROM FSB
P.O. BOX 6566
ENGLEWOOD, CO 80155

NOTICING MATRIX

OCWEN LOAN SERVICING, LLC
ATTN: BANKRUPTCY DEPARTMENT
1661 WORTHINGTON RD
SUITE 100
WEST PALM BEACH, FL 33409

NOTICING MATRIX

REAL TIME SOLUTIONS, INC.
P.O. BOX 36655
DALLAS, TX 75235-1655

NOTICING MATRIX

STATE OF CALIFORNIA FRANCHISE TAX B
BANKRUPTCY UNIT
P.O. BOX 2952 MS A-340
SACRAMENTO, CA 95812

NOTICING MATRIX

THE BANK OF NEW YORK MELLON, ET AL
C/O BAC HOME LOAN SERVICING, LP
BK. DEPT., MAIL STOP CA6-919-01-23
400 NATIONAL WAY
SIMI VALLEY, CA 93065

NOTICING MATRIX

HUNT & HENRIQUES
151 BERNAL RD. #8
SAN JOSE, CA 95119

NOTICING MATRIX

KPG INVESTMENTS
C/O MICHAEL L. RYAN
1541 OCEAN AVE. #200
SANTA MONICA, CA 90401

RETURN TO SENDER - REFUSED

NOTICING MATRIX

MERCEDES BENZ FINANCIAL
6716 GRADE LANE
BUILDING 9, SUITE 910
LOUISVILLE, KY 40213

NOTICING MATRIX

MOORE AND AFFILIATES PLC
1010 N ROSS ST STE 400
SANTA ANA, CA 92701

NOTICING MATRIX

NORMA ANN DAWSON
LAW OFFICE OF NORMA ANN DAWSON
3553 ATLANTIC AVENUE SUITE B1328
LONG BEACH, CA 90807-5606

NOTICING MATRIX

PREMIER BANK
PRENOVOST, NORMANDIN ET AL
2122 N. BROADWAY #200
SANTA ANA, CA 92706

NOTICING MATRIX

REAL TIME SOLUTIONS INC
PO BOX 36655
DALLAS, TX 75235-1655

NOTICING MATRIX

TERRANCE MOORE
MOORE & AFFILIATES, PLC
1010 N ROSS ST #400

NOTICING MATRIX

NORMA ANN DAWSON
LAW OFFICE OF NORMA ANN DAWSON
3553 ATLANTIC AVE STE B 1328
LONG BEACH, CA 90807

NOTICING MATRIX

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
P.O. BOX 21126
PHILADELPHIA, PA 19114

NOTICING MATRIX

MACYDSNB
9111 DUKE BLVD.
MASON, OH 45040

NOTICING MATRIX

MERCEDES-BENZ CREDIT CORPORATION
C/O SHERMETA, ADAMS & VON ALLMEN,
P.C.
P.O. BOX 80908
ROCHESTER HILLS, MI 48308-0908

NOTICING MATRIX

NORDSTROM FSB
P.O. BOX 6566
ENGLEWOOD, CO 80195

NOTICING MATRIX

OCWEN LOAN SERVICING, LLC
12650 INGENUITY DR.
ORLANDO, FL 52826

NOTICING MATRIX

PYOD, LLC ITS SUCCESSORS AND
ASSIGNS AS ASSIGNEE
OF B-LINE, LLC
RESURGENT CAPITAL SERVICES
PO BOX 19008
GREENVILLE, SC 29602

NOTICING MATRIX

REAL TIME RESOLUTIONS, INC.
1750 REGAL ROW SUITE 120
PO BOX 36655
DALLAS TEXAS 75235

NOTICING MATRIX

THE BANK OF NEW YORK MELLON ET AL
C/O BAC HOME LOANS SERVICING, LP
BK DEPT - MAIL STOP: CA6-919-01-23
400 NATIONAL WAY
SIMI VALLEY, CA 93065

RETURNED MAIL

DUPLICATE
NOTICING MATRIX
MICHAEL R TOTARO
POB 789
PACIFIC PALISADES, CA 90272

UNDELIVERABLE
NOTICING MATRIX
SANTA ANA, CA 92701

UNDELIVERABLE
NOTICING MATRIX
PREMIER SERVICE BANK

UNDELIVERABLE
NOTICING MATRIX
KGP

UNDELIVERABLE
NOTICING MATRIX
B-LINE LLC