

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
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**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>
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Bids due by 10/11/2013 at 4:00 p.m.

Sale Date: Final Bidding Round 10/16/2013 at 9:30 a.m. Court Hearing 10/30/2013 at 11:00 a.m.	Time:
Location: See Attached.	

Type of Sale: Public Private **Last date to file objections:** 10/16/2013

Description of property to be sold: Real Property located at 222 South Idaho Court, Unit E, La Habra, CA 90631

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 \$249,911.37, which includes (1) a bankruptcy fee "carve-out" of \$15,500 to be paid to the Estate, (3) real property taxes, (4) brokerage commissions, (4) 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: \$ 249,911.37

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): Bids due by 10/11/2013 at 4:00 pm., and Final Biding Round to be held on 10/16/2013 at 9:30 am at the law offices of Shulman Hodges & Bastian LLP located at 8105 Irvine Center Drive, Suite 600, Irvine, CA 92618. SEE ATTACHED FOR MORE INFORMATION ON THE BIDDING PROCEDURES.

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

October 30, 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: 09/18/2013

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"), is bringing a
7 Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate, to the
8 Highest Bidder, Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b) and (f),
9 Combined With Notice of Bidding Procedures to Be Conducted Prior to the Court
10 Hearing and Request for Approval of Bidding Procedures Utilized; (2) Approving
11 Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of
12 Sale Proceeds to Reimburse Trustee for Actual Costs Incurred ("Sale Motion").

13 Subject to the Final Bidding Round (defined below) to be conducted by the
14 Trustee or her agent on October 16, 2013 as set forth below, this is a **short sale** of real
15 property located at 222 South Idaho Court, Unit E, La Habra, CA 90631 ("Property").
16 The Trustee proposes to conduct the short sale free and clear of liens under Bankruptcy
17 Code sections 363(f)(1), (2) and (5).

18 The Trustee has received an offer from Don K. Han ("Buyer") to purchase the
19 Property free and clear of all liens for total consideration of \$249,911.37, which includes
20 a discounted payoff to the senior lienholder¹ of \$208,159.26 (which has been approved
21 by the lienholder), a bankruptcy fee "carve-out" of \$15,500 to be paid to the Estate and
22 numerous other costs.² This is a true short sale as the total consideration is less than
23 the total amount owed to the senior lienholder.

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25 ¹ As set forth below, the preliminary title report on the Property indicates the senior
26 lienholder is First Capital Lending, Inc. The Debtors' Schedules indicate that the senior
27 lienholder is Ocwen Loan Servicing, LLC. The preliminary title report lists additional liens
28 against the Property which were not listed on the Debtors' Schedule D, although some of the
lienholders appear to be listed as creditors on Schedule F.

² Including but not limited to escrow charges, title charges, documentary transfer taxes.

1 **B. The Property**

2 An “asset”³ of the Estate is the Debtors’ interest in the Property located in
3 Orange County at 222 South Idaho Court, Unit E, La Habra, CA 90631. The Property is
4 legally described as stated in the Preliminary Title Report dated April 18, 2013, a true
5 and correct copy of which is attached to the as **Exhibit 1 to the Declaration of Lynda**
6 **T. Bui (“Bui Declaration”) annexed to the Sale Motion.**

7 In their Schedules, the Debtors valued the Property at \$230,000 and listed a lien
8 in favor of Ocwen in the amount of \$536,400. The Debtors have not claimed an
9 exemption in the Property and the Property is not listed as being the Debtors’ residence.
10 True and correct copies of the Debtors’ Schedules A, C and D are attached as
11 **Exhibit 2 to the Bui Declaration annexed to the Sale Motion.**

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

13 On October 16, 2012, the Trustee filed an application to employ Kristian Peter of
14 San Diego REO Specials as her real estate broker (“Broker”) (“Employment
15 Application”) (docket number 189) to assist her with effectively listing and marketing the
16 Property for sale, as well as negotiating a short sale with the secured lender and sale
17 price to prospective buyers to provide a benefit to the Estate. The listing agreement
18 called for real estate commission to be paid of six percent of the sale price (includes
19 fees for short sale negotiation). The Employment Application was approved pursuant
20 to Court order entered on November 9, 2012 (docket number 193).

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

22 The Broker has more than ten years of experience in the sale of real property as
23 well as property valuations and is familiar with valuing real property in today’s economic
24 environment. The Broker listed the Property on the MLS for \$230,00 (the Debtor’s
25 scheduled value).

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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 From his over ten years of experience with short sales, the Broker is aware that
2 the lenders will often obtain their own appraisals or otherwise determine the fair market
3 value of the subject real property before approving the short sale. It is also not
4 uncommon for lenders to counter with the price they obtained the appraisal for if it is
5 higher than the offer price. In this case, the short sale and approved discounted payoff
6 amount of \$208,159.26 has been approved in writing by Ocwen (see Exhibit 5 to the
7 **Bui Declaration annexed to the Sale Motion**). As such, the Broker believes that
8 Ocwen obtained its own appraisal of the Property – and already determined the fair
9 market value – before approving the short sale herein.

10 **E. Marketing of the Property for Sale**

11 The Property has been on the market for over ten months. Following the listing
12 of the Property for sale on the MLS, realtors and potential buyers were encouraged to
13 present all offers. There were at least three inquiries and at least five offers. The
14 Broker reviewed all initial purchase offers for the Property. Following the review of the
15 multiple offers, the Broker sent out requests to all interested parties and/or their agents
16 to submit the highest and best bids for the Property. The Buyer's offer is the highest
17 and best offer received by the Trustee following the Broker's bidding process.

18 **F. Liens and Encumbrances Against the Property and Their Proposed**
19 **Treatment Through the Sale**

20 . From the Debtors' Schedules and the Preliminary Title Report the Trustee
21 believes that the total liens against the Property exceed \$647,000. The following chart
22 sets forth and accounts for all of the recorded liens and encumbrances against the
23 Property described in the Preliminary Title Report and their proposed treatment through
24 the sale:

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<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	\$493.79 (pro-rata taxes)	\$493.79	All outstanding real property taxes will be paid in full through escrow on the sale transaction
Ocwen as servicing agent for the senior lienholder on the Property	Current beneficiary of a first priority deed of trust recorded December 18, 2006, recording number 2006000845487. Listed in the Debtors' Schedules as being owed \$536,400.	\$536,400	\$208,159.26	This lien will be paid through escrow on the sale of the Property in the amount approved by Ocwen as servicing agent for the senior lienholder. 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.
State of California	State 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 which amount is from the first priority lien.)

⁴ The preliminary title report indicates the senior lienholder is First Capital Lending, Inc., and the Debtors' Schedules indicate that the senior lienholder is Ocwen Loan Servicing, LLC. The preliminary title report lists additional liens against the Property which were not listed on the Debtors' Schedule D, although some of the lienholders appear to be listed as creditors on Schedule F.

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<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>
Chaumont Maintenance Association	Abstract of Judgment recorded May 5, 2010, recording number 2010000212759, in the amount of \$2,700. (The title report states \$27,000 but the underlying lien document indicates \$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 which amount is from the first priority lien.)
American Express Centurion Bank	Abstract of Judgment recorded October 10, 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 which amount is from the first priority lien.)
County of Orange Treasurer-Tax Collector	Lien for unsecured property taxes recorded October 13, 2010, recording number 2010-00532095 in the amount of \$168.10.	\$168.10	\$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 which amount is from the first priority lien.)

<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>
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	\$.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 which amount is from the first priority 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	\$.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 which amount is from the first priority lien.)

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

The Trustee has received the highest and best offer from the Buyer to purchase the Property for the total consideration of \$249,911.37, which includes (1) an approved discounted payoff to the senior lienholder of \$208,159.26, (2) a bankruptcy fee “carve-out” of \$15,500 to be paid to the Estate, (3) real property taxes, (4) brokerage commissions, (5) closing costs, and (6) other monetary obligations the Trustee on behalf of the Estate as the seller of the Property would normally need to pay at the close of escrow.⁵ This is a true short sale as the carve-out for the Estate and the other costs of sale will be from funds that would otherwise go to the senior lienholder on the Property based on the large debt it is owed.

⁵ Except for the carve-out, all other costs are subject to final acceptance and approval by the senior lienholder.

1 Attached as **Exhibit 3 to the Bui Declaration annexed to the Sale Motion** is a
2 true and correct copy of the Residential Purchase Agreement and Joint Escrow
3 Instructions and related addendum (collectively, the “Agreement”) for which the Trustee
4 is seeking Court approval. Attached as **Exhibit 4 to the Bui Declaration annexed to**
5 **the Sale Motion** is a true and correct copy of the HUD-1 estimated settlement
6 statement for the transaction.

7 A summary⁶ of the terms and highlights of the Agreement between the Trustee
8 and the Buyer are discussed below:

9	10	Buyer:	Don K. Han 12415 Imperial Hwy #2 Norwalk, CA 90650
11	12	Purchase Price:	Purchase price of \$229,500. In addition, the Buyer will pay (1) a carve-out 13 payment of \$15,500 to the Estate, and (2) all closing costs and other 14 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). Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is \$249,911.37.
15	16	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.

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28 ⁶ The summary and discussion are not meant to be a complete review of every provision
of the Agreement.

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<p>Costs of Sale and Payments Through Escrow (including Real Estate Agent Commission)</p>	<ul style="list-style-type: none"> • Outstanding real property taxes shall be paid.⁸ • \$208,159.26 to Ocwen as the servicing agent for the senior lienholder in full satisfaction of the first priority lien. • 6% broker's commission, or \$13,770, 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 \$9,180 and Buyer's real estate broker, Rachel Crawford of Keller Williams in the amount of \$4,590. • \$15,500 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. • 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. • Payment of the balance of the sale proceeds, if any, to Ocwen as the servicing agent for the senior lienholder. However, if the sale of the Property closes on a successful overbid, subject to Court and lender approvals, the lender and the Trustee will split the excess net sale proceeds beyond that of the Buyer's purchase offer.
<p>Bankruptcy Court Approval</p>	<p>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.</p>
<p>Final Approval From Lender</p>	<p>Except for the carve-out to the Estate, all other costs are subject to final acceptance and approval by Ocwen as the servicing agent for the senior lienholder.</p>
<p>Terms of Sale - Purchase Without Warranties</p>	<p>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 at 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</p>

⁷ 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.

⁸ 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.

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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 \$15,500) 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.

I. Notice of Bidding Date and Deadline, Bidding Procedures and Process for Closing on the Sale Transaction

To ensure that the Estate and the senior lienholder receive the most value for the Property, the Trustee seeks approval of and will be utilizing the following reasonable and comprehensive bidding procedures ("Bidding Procedures"):

1. Qualified Bidders and Bid Deadline.

To qualify and be a Qualified Bidder, an interested buyer must do the following:

- Submit in writing and be received by the Trustee to the attention of Lynda T. Bui on or before **4:00 p.m. (California time) October 11, 2013 (2 business days before the Final Bidding Round date of October 16, 2013)** the interested buyer's intent to participate in the overbidding process.
- Submit an overbid in writing of at least \$10,000 over the consideration offered by the Buyer, or a total consideration of \$259,911.
- The overbid must be accompanied by certified funds in an amount equal to three percent of the overbid purchase price.

1 • The overbidder must also provide evidence of having sufficient
2 specifically committed funds to complete the transaction or a lending
3 commitment for the bid amount and such other documentation relevant to the
4 bidder's ability to qualify as the purchaser of Property and ability to close the sale
5 and immediately and unconditionally pay the winning bid purchase price at
6 closing.

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8 2. Bidding Terms and Final Bidding Round.

9 • The initial bid price shall be at least \$10,000 over the consideration offered
10 by the Buyer, or a total consideration of \$259,911. Minimum bid increments thereafter
11 shall be \$2,000.

12 • The Qualified Bidder must seek to acquire the Property on terms and
13 conditions not less favorable to the Estate than the terms and conditions to which the
14 Buyer has agreed to purchase the Property as set forth in the Buyer's Agreement,
15 including closing on the sale in the same time parameters as the Buyer.

16 • All competing bids must acknowledge that the Property is being sold on an
17 "AS IS" basis without warranties of any kind, expressed or implied, being given by the
18 Seller, concerning the condition of the Property or the quality of the title thereto, or any
19 other matters relating to the Property. The competing bid buyer must represent and
20 warrant that he/she is purchasing the Property as a result of their own investigations
21 and are not buying the Property pursuant to any representation made by any broker,
22 agent, accountant, attorney or employee acting at the direction, or on the behalf of the
23 Seller. The competing bidder must acknowledge that he/she has inspected the
24 Property, and upon closing of Escrow governed by the Agreement, the Buyer forever
25 waives, for himself/herself, their heirs, successors and assigns, all claims against the
26 Debtors, their attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee
27 and individually, and her attorneys, agents and employees, arising or which might
28 otherwise arise in the future concerning the Property.

• If overbids are received from one or more Qualified Bidders, in order to
allow all Qualified Bidders and Buyer to increase their bids, a final bidding round shall
be conducted by the Trustee or her agent on **October 16, 2013 at 9:30 A.M.**, at the law
offices of Shulman Hodges & Bastian LLP located at 8105 Irvine Center Drive, Suite
600, Irvine, CA 92618 ("Final Bidding Round").

• At the Final Bidding Round, all Qualified Bidders will be permitted to
increase their bids. The bidding shall start at the price proposed to be paid in the
highest Qualified Bid, as determined in Trustee's sole discretion, and continue in
increments of at least \$2,000.

• The Trustee may adopt rules for the bidding process at the Final Bidding
Round that, in her reasonable judgment, will better promote the goals of the bidding
process. All such rules will provide that: (i) the procedures must be fair and open, with
no participating Qualified Bidder disadvantaged in any material way as compared to any
other Qualified Bidder, (ii) all bids shall be made and received in one room, on an open
basis, and all other bidders shall be entitled to be present for all bidding with the
understanding that the true identity of each bidder shall be fully disclosed to all other
bidders and that all material terms of each bid will be fully disclosed to all other bidders
throughout the entire open bidding process, and (iii) no Qualified Bidder will be
permitted more than five minutes to respond to the previous bid at the open Final
Bidding Round, and failure to respond within such time period shall disqualify such
bidder from further eligibility to bid at the open Final Bidding Round.

1 • Only a Qualified Bidder who has submitted a bid is eligible to participate at
the open Final Bidding Round.

2 • At the Final Bidding Round, the Trustee shall (i) review each overbid on
3 the basis of financial and contractual terms, fewest contingencies, factors relevant to the
4 sale process including length of time to close sale, highest non-refundable deposit, and
5 factors affecting the speed and certainty of consummating the sale, and (ii) in the
6 exercise of the Trustee's business judgment, identify the Qualified Bidder who has
made the highest and best offer to purchase the Property, consistent with the Bidding
Procedures ("Successful Bidder"). In addition, to identifying the Successful Bidder, the
Trustee may identify at least two-back up bids (the "First Back-Up Bidder" and "Second
Back-Up Bidder").

7 • The Trustee shall have sole discretion in determining which overbid is the
8 best for the Estate and will seek approval from the Court of the same.

9 3. Court Approval of the Sale Transaction and Closing.

10 • At the hearing on the Sale Motion, the Trustee will seek entry of an order,
inter alia, authorizing and approving the sale of the Property to the Successful Bidder
11 and if applicable, approval of the bids received from the First Back-Up Bidder and
Second Back-Up Bidder.

12 • The hearing on the Sale Motion may be adjourned or rescheduled without
13 notice other than by an announcement of the adjourned date at the hearing on the Sale
Motion.

14 • In the event the Successful Bidder fails to close on the sale of the Property
15 within the time parameters approved by the Court, the Trustee shall retain the
Successful Bidder's deposit and will be released from her obligation to sell the Property
to the Successful Bidder and the Trustee may then sell the Property to the First Back-
16 Up Bidder selected by the Trustee and approved by the Court at the hearing on the Sale
Motion.

17 • In the event First Back-Up Bidder fails to close on the sale of the Property
18 within the time parameters approved by the Court, the Trustee shall retain the First
Back-Up Bidder's deposit and will be released from her obligation to sell the Property to
19 the First Back-Up Bidder and the Trustee may then sell the Property to the Second
Back-Up Bidder selected by the Trustee and approved by the Court at the hearing on
20 the Sale Motion.

21 **Any questions regarding the Bidding Procedures should be directed to the**
22 **Trustee at 3750 University Ave., Ste. 670, Riverside, CA 92501; telephone 949-340-**
23 **3400; facsimile 949-340-3000 or email at Trustee.Bui@shbllp.com.**

24 The Bidding Procedures are fair and intended to provide for a "level playing field"
25 for all prospective bidders. The Bidding Procedures establish a reasonable but
26 expeditious timeline for allowing the Trustee to give notice of the proposed sale and
27 qualified bidders to conduct reasonable due diligence and submit competing offers,
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1 thereby potentially generating additional value for the Property. As such, the Bidding
2 Procedures should be approved.

3 Subject to Court and lender approvals, the lender and the Trustee will split the
4 excess net sale proceeds in the event the sale of the Property closes on a Successful
5 Bidder.

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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*) **September 18, 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*
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- 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*
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- Shervin Lalezary lalezary@gmail.com *NEF for SL Capital Enterprises LLC*
- Nancy Ly bknotice@rcolegal.com, nly@rcolegal.com *NEF for Interested Party*
- Christopher M McDermott ecfcab@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.*
- Dhruv M Sharma ecfcab@piteduncan.com *Attorney for JP Morgan Chase Bank N.A.*
- Daniel I Singer bankruptcy@zievelaw.com *Attorney for Deutsche Bank National Trust Company, as Trustee*
- Michael R Totaro tsecpacer@aol.com *Attorney for the Debtors*
- United States Trustee (RS) ustprejon16.rs.ecf@usdoj.gov *Office of the United States Trustee*
- Les A Zieve bankruptcy@zievelaw.com *Attorney for Ocwen Loan Servicing, LLC*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **September 18, 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*) **September 18, 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

U.S. Bankruptcy Court, Hon Mark Houle, 3420 Twelfth St., Bin Outside Courtroom 303, Riverside, CA 92501-3819

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.

September 18, 2013

Lorre Clapp

/s/ Lorre Clapp

Date

Printed Name

Signature

U.S. MAIL SERVICE LIST

Buyer

Don K. Han
12415 Imperial Hwy #2
Norwalk, CA 90650

Buyer's Broker

Rachel Crawford
Keller Williams
800 West Valley Parkway Suite 203
Escondido, CA 90631

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

Ocwen Loan Servicing, LLC
Attn Short Sale Department
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Secured Party

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

Secured Party

Chaumont Maintenance Association
c/o Keystone Pacific Property Management, Inc.
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Irvine, CA 92606

Secured Party

American Express Centurion Bank
c/o Zwicker & Associates
Attn Raymond J. Lee, Esq. and Eric Jun, Esq.
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Capital One Bank (USA), N.A.
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NOTICING MATRIX

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

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

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SERVICES USA, LLC...
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C O BECKET AND LEE LLP
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NOTICING MATRIX

AMERICAN EXPRESS CENTURIAN
BANK
P.O. BOX 3001
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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
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INTERESTED PARTY

UNITED STATES TRUSTEE (RS)
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NOTICING MATRIX

BAC HOME LOANS SERVICING, LP, ITS
ASSIGNEES AND/OR SUCCESSORS IN
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1757 TAPO CANYON RD
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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
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CMRE FINANCIAL SERVICES
3075 E. IMPERIAL HWY #200
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NOTICING MATRIX

DALMER CHRYSLER FINAICAL SERVICES
36455 CORPORATE DR.
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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

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UNDELIVERABLE

NOTICING MATRIX

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STATE OF CALIFORNIA FRANCHISE TAX B
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RETURNED MAIL

UNDELIVERABLE

NOTICING MATRIX

PREMIER SERVICE BANK

DUPLICATE

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NORMA ANN DAWSON
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SENDER - REFUSED

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

UNDELIVERABLE, RETURN TO

SENDER

NOTICING MATRIX

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

UNDELIVERABLE, RETURN TO SENDER

NOTICING MATRIX

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

UNDELIVERABLE, RETURN TO SENDER

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