

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 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 10/1/2014	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:** 09/17/2014

Description of property to be sold: Real properties located at: 404 22nd Street, Huntington Beach, CA 92648
222 S. Idaho Street, Unit E, La Habra, CA 90631
30902 Clubhouse Drive, #27D, Laguna Niguel, CA 92677
3357 Brou Lane, Riverside, CA 92503
292 N. Dillon Avenue, San Jacinto, CA 92583

Terms and conditions of sale: Subject to all existing liens, claims, encumbrances, charges and interests, for a purchase price of \$75,000, subject to the Bid Procedures described on the attachment to this Notice.

Proposed sale price: \$75,000

Overbid procedure (if any): Initial bid amount of at least \$5,000 over the purchase price offered by the Buyer. Minimum bid increments thereafter shall be \$1,000. Overbids must be received by the Trustee by no later September 24, 2014. Bid must be accompanied by a \$5,000 Overbidder Deposit. SEE ATTACHED FOR MORE INFORMATION.

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

Properties to be sold subject to all existing liens, claims
encumbrances, charges and interests.
Hearing date is October 1, 2014 at 11:00 a.m.
U.S. Bankruptcy Court
3420 Twelfth Street, Courtroom 303
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: 09/09/2014

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

Attachment to Notice of Sale of Estate Property:

As the Court may be aware, this case was a converted Chapter 11 case with multiple over-encumbered real properties. Since the conversion, the Trustee has attempted to short sell the real properties. Multiple offers have been accepted, multiple sale motions have been filed but there has not been any sale closings. The latest sale of the Idaho Property (defined below) fell through as a result of the overbid that actually increased the total consideration over \$50,000 from the original sale price. To the amazement of the Trustee, the lender used the overbid result to counter its sale price and approval short pay. The lender refused to approve the short sale based on the overbid price unless the Trustee obtained a buyer for a sale price significantly over the overbid price. After months of trying, the Trustee's broker was unable to obtain the sale price requested by the lender and the successful bidder for the Idaho Property cancelled the transaction. No other buyers were interested in purchasing the Idaho Property for the sale price required by the lender.

Having learned from Idaho Property and the other failed short sales with overbids, the Trustee decided that it was best to bifurcate the overbid procedure with the sale motion for the Huntington Beach Property (defined below). The hearing on the motion to approve the overbid procedure and allow overbids ("Overbid Motion") is currently set for September 10, 2014 at 11:00 a.m. After the Overbid Motion was filed, the Trustee received a lender approval letter to sell the Huntington Beach Property to a particular buyer with a particular short payoff amount. That lender approval for the Huntington Beach Property expires on September 25, 2014. The next hearing that the Trustee was able to set would have been after the September 25, 2014 lender approval date. In addition, the Trustee is concerned whether it was worthwhile to proceed with a sale motion in light of the Overbid Motion and that the successful bidder may not be the

1 buyer that was approved by the lender and the lender may deny the approval or counter
2 for a higher price as was done on the Idaho Property.

3 Thus, the Trustee decided in the exercise of her business judgment that perhaps
4 the best way to proceed is to sell the Estate's right, title and interest in all remaining
5 over-encumbered real properties in the case subject to all liens and encumbrances and
6 subject to overbids at the time of the hearing. Accordingly, the Trustee brings this
7 *Motion for Order: (1) Approving the Sale of Estate's Rights, Title and Interests in Certain*
8 *Real Properties Subject to All Existing Liens, Claims, Encumbrances, Charges and*
9 *Interests Pursuant to Bankruptcy Code § 363(b)(1) and Subject to Overbids, Combined*
10 *With Notice of Bid Procedures and Request for Approval of the Bid Procedures Utilized;*
11 *and (2) Granting Related Relief* ("Sale Motion"). The focus on the Sale Motion is to sell
12 the remaining properties in the Estate and maximize the most amount available to the
13 Estate. Admittedly, the net to the Estate from this Sale Motion (total \$75,000 subject to
14 overbids) will not be as high as individual short sales of the real properties (anticipated
15 to be approximately \$110,000 if successful), the sale as contemplated here will bring
16 some funds into the Estate and allow the Trustee to close the case and pay creditors a
17 small distribution as opposed to continuing with the short sale efforts or just filing a no
18 distribution report at this point.

19 Attached as **Exhibit 1** to the Declaration of Lynda T. Bui annexed to the Sale
20 Motion ("Bui Declaration") is a true and correct copy of the Purchase and Sale
21 Agreement ("Purchase Agreement") that is the subject of this Sale Motion. Under the
22 Purchase Agreement, LVSD, LLC a California limited liability company ("Buyer") has
23 agreed to purchase the Estate's right, title and interests in the following real properties
24 (collectively the "Properties"), subject to all existing liens, claims, encumbrances,
25 charges and interests, for a purchase price of \$75,000, subject to the Bid Procedures
26 described below:

- 27 • 404 22nd Street, Huntington Beach, CA 92648 ("Huntington Beach Property").
- 28 • 222 S. Idaho Street, Unit E, La Habra, CA 90631 ("La Habra Property").

- 1 • 30902 Clubhouse Drive, #27D, Laguna Niguel, CA 92677.
- 2 • 3357 Brou Lane, Riverside, CA 92503 ("Riverside Property").
- 3 • 292 N. Dillon Avenue, San Jacinto, CA 92583 ("San Jacinto Property").

4 The Buyer's offer is the result of negotiations between the Trustee and the Buyer
5 for the highest and best offer. Additionally, the sale of the Properties will be subject to
6 the Bid Procedures set forth below. The Bid Procedures provide, among other things,
7 that bids must be in writing and be received by the Trustee to the attention of Lynda T.
8 Bui on or before 4:00 p.m. (California time) on **September 24, 2014 (five business**
9 **days prior to the hearing on the Sale Motion)**. If overbids are received, **the final**
10 **bidding round shall be held at the hearing on the Sale Motion**, in order to allow all
11 potential bidders the opportunity to overbid and purchase the Properties. At the final
12 bidding round, the Trustee or her counsel will, in the exercise of their business judgment
13 and subject to Court approval, accept the bidder who has made the highest and best
14 offer to purchase the Properties, consistent with the Bid Procedures.

15 Through the sale, the Trustee is expected to generate proceeds of \$75,000 for
16 the benefit of the Estate and its creditors. In the event the purchase price is increased
17 by a successful overbid, the estimated net proceeds will increase.

18 The Court's Claims Register indicates there have been total claims filed totaling
19 \$9,169,428.33 which includes secured claims of \$4,302,895.22, priority claims of
20 \$112,418.10, Chapter 11 administrative claims of \$5,046.28 and general unsecured
21 claims of \$4,749,068.73. If the sale is approved, unsecured creditors are expected to
22 receive a distribution.

23 In summary, on their face, the Properties have no equity and the Trustee's efforts
24 to short sell these properties have not been successful. Through the Trustee's and her
25 broker's hard work, the Trustee has created an "asset" of a case that is otherwise is a
26 no "asset" case. The Trustee believes that good cause exists to grant the Sale Motion
27 so the Trustee does not lose this favorable business opportunity.

28

I. **RELEVANT FACTS**

A. **Case Commencement**

The Debtors commenced their bankruptcy case under Chapter 11 by filing a Voluntary Petition on March 24, 2011. Approximately year and a half later and pursuant to Court order entered on August 7, 2012, the case was converted to a Chapter 7.

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

B. **Claims Against the Estate**

The last day to file proof of claims in this case was February 12, 2013 (government claims were due by September 20, 2011). The Court's Claims Register indicates there have been total claims filed totaling \$9,169,428.33 which includes secured claims of \$4,302,895.22, priority claims of \$112,418.10, Chapter 11 administrative claims of \$5,046.28 and general unsecured claims of \$4,749,068.73.

C. **The Properties**

Attached as **Exhibit 2** to the Bui Declaration annexed to the Sale Motion are true and correct copies of the Debtors Schedules A, C and D. The Debtors' Bankruptcy Schedules lists ownership of the following Properties:

Huntington Beach Property located at 404 22nd Street, Huntington Beach, CA 92648. The legal description for the Huntington Beach Property is attached as Exhibit A to the Purchase Agreement. A true and correct copy of the title report on the Huntington Beach Property is attached as Exhibit A to the Bui Declaration annexed to the Sale Motion. In their Schedules, the Debtors valued the Huntington Beach Property at \$945,000 and listed a lien in favor of Chase Home Finance LLC in the amount of \$1,460,000 and tax lien in favour of the California Franchise Tax Board in the amount of \$79,599.29 ("FTB Tax Lien"). The FTB Tax Lien impacts all of the Properties. In addition, Huntington Beach Property title report indicates that there are several other liens and judgments recorded that impact the Properties. A summary of the other liens and judgments impacting the Properties is set forth in a chart below.

1 Idaho Property located at 222 S. Idaho Street, Unit E, La Habra, CA 90631. The
2 legal description for the La Habra property is attached as Exhibit B to the Purchase
3 Agreement. A title report on the La Habra Property is attached as Exhibit B to the Bui
4 Declaration annexed to the Sale Motion. In their Schedules, the Debtors valued the La
5 Habra Property at \$230,000 and listed a lien in favor of Ocwen Loan Servicing, LLC in
6 the amount of \$536,400 and the FTB Tax Lien of \$79,599.29 which impacts all the
7 Properties. In addition, the La Habra Property title report indicates that there are
8 several other liens and judgments recorded as set forth below.

9 Laguna Niguel Property located at 30902 Clubhouse Drive, #27D, Laguna
10 Niguel, CA 2677. The legal description for the Laguna Niguel Property is attached as
11 Exhibit C to the Purchase Agreement. A true and correct copy of the title report on the
12 Laguna Niguel Property is attached as Exhibit C to the Bui Declaration annexed to the
13 Sale Motion. In their Schedules, the Debtors valued the Laguna Niguel Property at
14 \$230,000 and listed a lien in favor of BAC Home Loans Servicing LP in the amount of
15 \$326,364.36 and the FTB Tax Lien of \$79,599.29 which impacts all the Properties. In
16 addition, the Laguna Niguel Property title report indicates that there are several other
17 liens and judgments recorded as set forth below.

18 Riverside Property located at 3357 Brou Lane, Riverside, CA 92503. The legal
19 description for the Riverside Property is attached as Exhibit D to the Purchase
20 Agreement. A true and correct copy of the title report on the Riverside Property is
21 attached as Exhibit D to the Bui Declaration annexed to the Sale Motion. In their
22 Schedules, the Debtors valued the Riverside Property at \$190,000 and listed a lien in
23 favor of BAC Home Loans Servicing LP in the amount of \$337,974.85¹ and the FTB Tax
24 Lien of \$79,599.29 which impacts all the Properties. In addition, the Riverside Property
25 title report indicates that there are several other liens and judgments recorded as set
26 forth below.

27
28 ¹ From the title report, it appears that the lender has two deeds of trust against the
Riverside Property.

1 San Jacinto Property located at 292 N. Dillon Avenue, San Jacinto, CA 92583.
2 The legal description for the San Jacinto Property is attached as Exhibit E to the
3 Purchase Agreement. A true and correct copy of the title report on the San Jacinto
4 Property is attached as Exhibit E to the Bui Declaration annexed to the Sale Motion. In
5 their Schedules, the Debtors valued the San Jacinto Property at \$85,000 and listed a
6 lien in favor of BAC Home Loans Servicing LP in the amount of \$215,784.14² and the
7 FTB Tax Lien of \$79,599.29 which impacts all the Properties. In addition, the San
8 Jacinto Property title report indicates that there are several other liens and judgments
9 recorded as set forth below.

10 The following chart summarizes the other liens and encumbrances impacting the
11 Properties:

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>
State of California Franchise Board	Tax lien in the amount of \$88,815.30 recorded March 2, 2010, recording number 10-98114. Impacts Huntington Beach Property Impacts La Habra Property Impacts Laguna Niguel Property	\$88,815.30
State of California Franchise Board	Tax lien in the amount of \$79,599.29 recorded September 16, 2010, recording number 10-445869. Impacts Riverside Property Impacts San Jacinto Property	\$79,599.29
State of California Franchise Board	Tax lien in the amount of \$31,289.66 recorded September 18, 2013, recording number 13-452513. Impacts Riverside Property Impacts San Jacinto Property	\$31,289.66

28 ² From the title report, it appears that the lender has two deeds of trust against the
Riverside Property.

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>
Moore and Affiliates, PLC	Deed of trust in the amount of \$75,000 recorded August 6, 2010, recording number 10-379284. Impacts Huntington Beach Property	\$75,000
Chaumont Maintenance Association	Abstract of Judgment in the amount of \$2,700, recorded May 5, 2010, recording number 10-212759. Impacts Huntington Beach Property Impacts La Habra Property Impacts Laguna Niguel Property	\$2,700
Chaumont Maintenance Corporation	Notice of Homeowners' Assessment Lien in the amount of \$995, recorded October 27, 2008, recording number 08-572168. Impacts Riverside Property	\$995
Chaumont Maintenance Corporation	Notice of Homeowners' Assessment Lien in the amount of \$2,700, recorded May 5, 2010, recording number 10- 208357. Impacts Riverside Property Impacts San Jacinto Property	\$2,700
Chaumont Maintenance Corporation	Notice of Homeowners' Assessment Lien in the amount of \$7,055.50, recorded July 31, 2014, recording number 14-288286. Impacts Riverside Property	\$7,055.50
American Express Centurion Bank	Abstract of Judgment in the amount of \$11,728.43, recorded October 1, 2010, recording number 10-493194. Impacts Huntington Beach Property Impacts La Habra Property Impacts Laguna Niguel Property	\$11,728.43

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>
Capital One Bank (USA), N.A.	Abstract of Judgment in the amount of \$4,567.15, recorded December 2, 2010, recording number 10-646522. Impacts Huntington Beach Property Impacts La Habra Property Impacts Laguna Niguel Property	\$4,567.15
HSBC Bank Nevada, N.A.	Abstract of Judgment in the amount of \$2,441.86, recorded December 29, 2010, recording number 10-705003. Impacts Huntington Beach Property Impacts La Habra Property Impacts Laguna Niguel Property	\$2,441.86
Orange County Treasurer and Tax Collector	Certificate of Lien for unsecured property taxes in the amount of \$168.10 recorded on October 13, 2010, recording number 2010- 00532095. Impacts Huntington Beach Property Impacts La Habra Property Impacts Laguna Niguel Property	\$168.10
La Vista at Laguna Niguel Community	Notice of Homeowners' Assessment Lien in the amount of \$1,679.25, recorded February 17, 2009, recording number 09-68302. Impacts Laguna Niguel Property	\$1,679.25
Niguel Summit Community	Notice of Homeowners' Assessment Lien in the amount of \$1,764.57, recorded May 18, 2009, recording number 09-247318. Impacts Laguna Niguel Property	\$1,764.57

Pursuant to an Order entered on October 30, 2013 (Dk. 241), the Debtors are entitled to \$10,000 from the Trustee's sale of the Properties.

D. Employment of Broker, Marketing Efforts and Basis for the Value of the Property

On October 16, 2012, the Trustee filed an application to employ Kristian Peter of San Diego REO Specials as her real estate broker ("Broker") ("Employment Application") (docket number 189) to assist her with effectively listing and marketing the Properties for sale, as well as negotiating a short sale with the secured lenders and sale price to prospective buyers to provide a benefit to the Estate. The Employment Application was approved pursuant to Court order entered on November 9, 2012 (docket number 193).

The Estate does not have the funds to obtain a formal written appraisal for the estimated values of the Properties. The Broker has more than twenty years of experience in the sale of real property as well as property valuations and is familiar with valuing real property in today's economic environment. The Broker inspected the Properties and determined that the values of the Properties were each substantially less than the liens impacting the Properties and that any sale of the Properties would need to be accomplished through a short sale transaction approved by secured parties.

The Trustee believes that the proposed sale of the Estate's interests in the Properties will be for the most value the Estate can hope to accomplish given the underwater status of each of the Properties and given that the Buyer will be taking possession of the Properties subject to all existing liens, claims, encumbrances, charges and interests. Further, given that the sale is subject to overbids, it is anticipated that the Trustee will receive the best and highest value for the Estate's interests in the Properties and therefore the proposed sale price is fair and reasonable.

E. The Proposed Treatment of the Liens and Encumbrances Against the Properties

The liens and encumbrances impacting the Properties are summarized above and detailed in the title reports attached as Exhibits A, B, C, D, and E to the Bui Declaration. The sale of the Properties shall be subject to all existing liens, claims,

encumbrances, charges and interests. As such, secured parties will receive no payments through escrow on the sale of the Estate's rights, title and interests in the Properties.

The Buyer shall bear the cost of all deed recording fees, settlement fees, tax certificates, title charges, notary fees, documentary transfer fees and any other taxes imposed as a result of the transfer of the title to the Properties to the Buyer. In other words, the Estate will pay no costs of sale, escrow fees and/or real estate commissions in connection with the sale transaction. In addition, no real property taxes and city liens, if any, will be paid by the Estate through the sale.

F. The Purchase Offer and Summary of the Sale Terms

The Buyer offered to purchase Estate's rights, title and interests in the Properties, subject to all liens and Bid Procedures for \$75,000. The purchase price includes a deposit of \$5,000. Attached as **Exhibit 1** to the Bui Declaration annexed to the Sale Motion is a true and correct copy of the Purchase Agreement and related addendum.

A summary of the Purchase Agreement's terms and highlights are discussed below, but the summary and discussion are not meant to be a complete review of every provision of the Purchase Agreement. The Purchase Agreement itself is the legally binding document the Trustee seeks approval of and, in the event of any inconsistency between the terms, provisions or effect of the Purchase Agreement and the description of it in these pleadings, the Purchase Agreement alone shall govern and not these pleadings or the descriptions herein.

In summary, the principal terms of the sale of the Properties shall be as follows (the Trustee is referred to at times as the "Seller" in the following summary):

Buyer:	LVSD, LLC, a California limited liability company Attn Rosemary Rocha 5075 Biltmore St San Diego, CA 92117
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Purchase Price:	\$75,000, subject to the Bid Procedures set forth below. \$5,000 deposit and balance of purchase price to be paid in cash at close of escrow.
Escrow Holder:	The escrow holder shall be Trustee's counsel, Shulman Hodges & Bastian, LLP 8105 Irvine Center Drive, Suite 600, Irvine, CA 92618
Escrow, Title and Other Costs:	The Buyer shall bear the cost of all deed recording fees, settlement fees, tax certificates, title charges, notary fees, documentary transfer fees and any other taxes imposed as a result of the transfer of the title to the Properties to the Buyer. In other words, the Estate will pay no costs of sale, escrow fees and/or real estate commissions connection with the sale transaction. In addition, no real property taxes and city liens, if any, will be paid by the Estate through the sale.
Disclosure or Warranty	As the Seller is a federal bankruptcy trustee, notwithstanding that the Agreement contains disclose or warranty provisions, there will be no warranties or disclosures made concerning the Properties.
"As-Is" Sale	The Buyer acknowledges that it is purchasing the Properties from the Seller on an "AS IS - WHERE IS" basis without representations or warranties of any kind, express or implied, being given by the Seller, concerning the value, condition or fitness of purpose for any use thereof. The Seller/Trustee does not warrant or represent the Properties' compliance with any applicable federal, state or local environmental laws, zoning laws or applicable regulations. The Buyer shall agree that as of the Closing, the Buyer is acquiring the Properties on an "as-is, where-is and with all faults" condition then existing on the Properties, including any hazardous substances or hazardous waste" (as defined below) that may be located on, under or around any of the Properties, whether known or unknown, and Buyer shall assume all responsibilities for all such faults and conditions, whether disclosed or not. The Buyer represents and warrants that it is purchasing the Properties as a result of its own investigations and is not buying the Properties pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction or on behalf of the Seller. The Buyer acknowledges that the Buyer has inspected the Properties, and Buyer forever waives, for itself, and its successors and assigns, any and all claims against the Debtors, the Debtors' Estate, Lynda T. Bui, as the Trustee of the Estate and in her individual capacity, and her attorneys, agents, and employees, arising or which might otherwise arise in the future concerning the Properties. "Hazardous materials" as used in this Agreement, is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, the United States government due to its toxicity, corrosiveness, reactivity or risk to public health and/or safety, including, without limitation, petroleum or petroleum products or any distillate thereof, PCB's and asbestos.
Bankruptcy Court Approval	The Agreement is unenforceable and of no legal effect, unless and until approved by the Bankruptcy Court. Any and all sales of the Properties are subject to overbid at the time of the hearing on the Sale Motion. If the Buyer is overbid at the auction in the Bankruptcy Court, the Buyer agrees to release the Seller from any and all obligations under the Agreement other than the return of any deposits made by the Buyer.

Real Estate Agent Commission	No real estate commissions will be paid through the sale transaction.
Jurisdiction of the Bankruptcy Court	Any and all disputes in connection with the Purchase Agreement are subject to the exclusive jurisdiction and venue of the United States Bankruptcy Court hearing in the Bankruptcy Case in Riverside, California.
Sale Subject to Overbidding	The sale of the Properties is subject to the Bid Procedures described below.

G. Notice of the Bid Procedures

The Trustee has determined that it would benefit the Estate to permit all interested parties to receive information and bid for the Properties instead of selling to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the benefit of the creditors of this Estate, the Trustee is utilizing and also seeks Court approval of the following bid procedures ("Bid Procedures"):

a. The potential overbidders must bid an initial amount of at least \$5,000 over the purchase price offered for the Properties by the Buyer. Minimum bid increments thereafter shall be \$1,000.

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b. Overbids must be in writing and be received by the Trustee no later than five business days prior to the hearing on the motion by the Trustee to the Bankruptcy Court for approval of the Agreement and sale of the Property ("Sale Motion").

c. Overbids must be accompanied by a deposit ("Overbidder Deposit") in the form of certified funds in the amount of at least Five Thousand Dollars (\$5,000) payable to "Lynda T. Bui, Chapter 7 Trustee".

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

e. The overbidder must seek to acquire the Properties on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Properties, including but not limited to completing any due diligence by the same deadline as imposed on the Buyer and closing on the sale of the Properties in the same time parameters as the Buyer. For the purposes of bidding, all-cash consideration shall be favored by the Trustee.

1 f. If overbids are received, the final bidding round for the Property
2 shall be held at the hearing on the Sale Motion in order to allow all potential bidders the
3 opportunity to overbid and purchase the Property. At the final bidding round to be
4 conducted before the Court, the Trustee will seek entry of an order, inter alia,
5 authorizing and approving the sale of the Property to the bidder who the Trustee, in the
6 exercise of her business judgment, may determine to have made the highest and best
7 offer to purchase the Properties, consistent with the Bidding Procedures ("Successful
8 Bidder"). The hearing on the Sale Motion may be adjourned or rescheduled without
9 notice other than by an announcement of the adjourned date at the hearing on the Sale
10 Motion. Seller shall provide Buyer's counsel with any and all notices regarding the
11 hearing on Sale Motion, including any adjournments, rescheduling, or continuances that
12 may be granted.

13 g. In the event Successful Bidder fails to close on the sale of the
14 Properties within the time parameters approved by the Court, the Trustee shall retain
15 the Successful Bidder's Deposit and will be released from her obligation to sell the
16 Property to the Successful Bidder and the Trustee may then sell the Property to the first
17 back-up bidder approved by the Court at the hearing on the Sale Motion ("First Back-Up
18 Bidder").

19 h. In the event First Back-Up Bidder fails to close on the sale of the
20 Property within the time parameters approved by the Court, the Trustee shall retain the
21 First Back-Up Bidder's Deposit and will be released from her obligation to sell the
22 Property to the First Back-Up Bidder and the Trustee may then sell the Property to the
23 second back-up bidder approved by the Court at the hearing on the Sale Motion.

24 **H. Discussion Regarding Overbids**

25 The Trustee is proposing the sale of the Property to be subject to the Bid
26 Procedures. The Bid Procedures will be provided to all creditors and any potential
27 bidders or parties who have shown an interest in the Properties.

28 In addition, a Notice of Sale of Estate Property will be filed with the Court for
posting on the Court's website under the link "Current Notices of Sales", thereby giving
notice to additional potential interested parties.

Based on the foregoing, the Trustee believes that under the circumstances of this
case, the Properties will have been appropriately marketed for bidding.

29 **I. Costs of Sale**

30 The Buyer shall bear the cost of all deed recording fees, settlement fees, tax
31 certificates, title charges, notary fees, documentary transfer fees and any other taxes
32 imposed as a result of the transfer of the title to the Properties to the Buyer. In other

1 words, the Estate will pay no costs of sale, escrow fees and/or real estate commissions
2 connection with the sale transaction. In addition, no real property taxes and city liens, if
3 any, will be paid by the Estate through the sale..

4 **J. Tax Consequences**

5 The Properties are being sold for less than the fair market value. Although it is
6 anticipated there will not be any capital gains tax consequences, at this time, the
7 Trustee does not know what the capital gains taxes liability will be, if any, generated by
8 the sale. In the event that there is any tax liability generated from the sale transaction
9 that is a liability of the Estate, it is anticipated that such taxes will be paid from the
10 proceeds of the sale.

11 **K. The Sale Will Be Subject to All Existing Liens, Claims, Encumbrances,**
12 **Charges and Interests**

13 The Properties will be sold subject to all existing liens, claims encumbrances,
14 charges and interests impacting the Properties. The Properties shall be delivered to the
15 Buyer by a quitclaim deed.

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 9, 2014**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **September 9, 2014**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Buyer

LVSD, LLC, A California Limited Liability Company
Attn Rosemary Rocha
5075 Biltmore St
San Diego, CA 92117

☒ 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 9, 2014**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

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.

September 9, 2014

Date

Lorre Clapp

Printed Name

/s/ Lorre Clapp

Signature

NEF SERVICE LIST

- Richard J Bauer rbauer@mileslegal.com *NEF for Interested Party*
- Jennifer A Bender bankruptcy@zievelaw.com *NEF for Interested Party*
- Lynda T. Bui (TR) trustee.bui@shbllp.com, C115@ecfcbis.com *Chapter 7 Trustee*
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Potential Bidder

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Potential Bidder

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ASSIGNS AS ASSIGNEE OF LABORATORY
CORPORATION OF AMERICA HOLDINGS
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SIMI VALLEY, CA 93065

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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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VISALIA, CA 93291

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NEVADA NA)**

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

NOTICING MATRIX

GE MONEY BANK
C/O RECOVERY MANAGEMENT SYSTEMS
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ERIC JUN ESQ
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NOTICE PURPOSES

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CHASE FULFILLMENT CENTER
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GLENDALE, CO 80246

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C/O KEYSTONE PACIFIC PROPERTY MGMT
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LP
C/O RECONTRUST COMPANY
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DEPARTMENT OF BUILDING AND SAFETY
OF THE COUNTY OF RIVERSIDE
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RETURNED MAIL

UNDELIVERABLE**NOTICING MATRIX**

PREMIER SERVICE BANK

DUPLICATE**NOTICING MATRIX**

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

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COUNTY OF RIVERSIDE ECONOMIC
DEVELOPMENT AGENCY
SUCCESSOR TO THE CALIFORNIA
REDEVELOPMENT AGENCY
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NOTICE PURPOSES

UNITED STATES OF AMERICA BY THE
DISTRICT DIRECTOR OF
INTERNAL REVNUUE
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UNDELIVERABLE**NOTICING MATRIX**

KGP

DUPLICATE**NOTICING MATRIX**

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C/O BAC HOME LOAN SERVICING, LP
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DUPLICATE**NOTICING MATRIX**

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

FORWARD TIME EXPIRED SEE NEW**ADDRESS ABOVE****NOTICING MATRIX**

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

NOTICE PURPOSES

SCME MORTGAGE BANKERS INC
C/O NATIONWIDE TITLE CLEARING INC
2100 ALT 19TH NORTH
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NOTICE PURPOSES

STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT
DEPARTMENT
CENTRAL COLLECTION DIVISION MIC92
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SACRAMENTO, CA 94280-0001

NOTICE PURPOSES

LA VISTA AT LAGUNA NIGUEL COMMUNITY
NIGUEL SUMMIT COMMUNITY ASSOCI
ATTN PRESIDENT
39 ARGONAUT STE 100
ALISO VIEJO CA 92656

UNDELIVERABLE**NOTICING MATRIX**

SANTA ANA, CA 92701

UNDELIVERABLE**NOTICING MATRIX**

B-LINE LLC

UNDELIVERABLE, RETURN TO SENDER -**REFUSED****NOTICING MATRIX**

MERCEDES BENZ FINANCIAL
6716 GRADE LANE
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