

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: YANINA LILIANA MONTES aka YANINA L. MONTES aka YANINA L. FERNANDEZ, Debtor(s).	CASE NO.: 6:12-bk-19820-MH CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 07/31/2013	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:** 07/17/2013

Description of property to be sold: Real Property located at 3592 Garden Drive, San Bernardino, CA 92376.

Terms and conditions of sale: Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f)
Purchase price of \$143,000, subject to overbids.

Proposed sale price: \$ 143,000.00

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): Potential overbidders must bid an initial amount of at least \$10,000 over the consideration offered by the Buyer, or total consideration of \$153,000. Minimum bid increments thereafter shall be \$2,000.

Bids to be received no later than 3 business days prior to the hearing on the Sale Motion. See Attached for more info.

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

July 31, 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: 07/10/2013

1 **In re Yanina Liliana Montes**
2 **Case No. 6:12-bk-19820-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 Yanina Liliana Montes ("Debtor"), brings this Motion for Order: (1)
7 Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens
8 Pursuant to Bankruptcy Code §§ 363(b)(1) and (f) and Subject to Overbids, Combined
9 With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures
10 Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related
11 Relief ("Sale Motion").

12 The Estate has a one-third interest in the real property located at 3592 Garden
13 Drive, San Bernardino, CA 92376 ("Property"). The Property is a single family
14 residence. The other parties on title to the Property are Javier Fernandez and Pedro
15 Sanchez Garcia ("Co-Owners"). Pursuant to a certain Order Granting Chapter 7
16 Trustee's Motion for Default Judgment Against Defendants Javier Fernandez and Pedro
17 Sanchez Garcia entered on May 3, 2013 under Bankruptcy Code Section 363(h)
18 ("Partition Order"), the Trustee has been authorized to sell both the Estate's interest and
19 the interests of the Co-Owners in the Property.

20 The Trustee has received an offer from Underwood Partners, LLC ("Buyer") to
21 purchase the Property for \$143,000, subject to overbids.

22 The Property has been on the market for over three months. The Trustee has
23 received one competing offer for the Property but the Buyer's offer presented in this
24 Sale Motion is the best offer received thus far by the Trustee. Notice of the Sale Motion
25 and the Bidding Procedures (set forth below) will be provided to all potential bidders.

26 After payment of (1) non-disputed liens impacting the Property, (2) all
27 outstanding real property taxes, and (3) all costs of sale including escrow fees and real
28 estate commissions at closing of escrow, the net sale proceeds (estimated to be
approximately \$70,495) will be split equally between the Estate and the Co-Defendants,

1 with each receiving one-third of the net sale proceeds. Thus, through the sale, the
2 Trustee is expected to generate net proceeds for the Estate of approximately \$23,000.
3 In the event the purchase price is increased by a successful overbid, the estimated net
4 proceeds will increase.

5 The Court's Claims Register indicates there have been eight general unsecured
6 claims filed totaling \$8,081.05. Thus, if the sale of the Property is approved, the Estate
7 is anticipated to receive one-third of the net sale proceeds (or approximately \$23,000)
8 and unsecured creditors are expected to receive a substantial distribution.

9 Based on the benefits to the Estate, the Trustee believes that good cause exists
10 to grant the Sale Motion so the Trustee does not lose this favorable business
11 opportunity.

12 II. RELEVANT FACTS

13 A. Case Commencement

14 The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code
15 April 20, 2012.

16 Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee for the
17 Debtor's Estate.

18 B. The Property

19 The principal asset of the Estate is the Property. The Property is legally
20 described as stated in the Preliminary Title Report dated June 21, 2013, a true and
21 correct copy of which is attached as Exhibit 1 to the Declaration of Lynda T. Bui
22 annexed to the Sale Motion ("Bui Declaration") and incorporated herein by this
23 reference. The Preliminary Title Report indicates that title vesting for the Property is in
24 the names of the Debtor, Javier Fernandez and Pedro Sanchez Garcia.

25 The Property is a single family residence. In her Schedules A and D, the Debtor
26 did not provide a value for her interest in the Property but listed one lien encumbering
27 the Property in favor of Bank of America N.A.¹ in the amount of \$57,005. The Property

28 ¹ The Preliminary Title Report indicates that the original beneficiary under the lien was
Dunker Financial Corp dba Great American 1st Mortgage assigned its beneficial interest

1 is not the Debtor's residence and the Debtor has not claimed an exemption in the
2 Property. Attached as Exhibit 2 to the Bui Declaration annexed to the Sale Motion are
3 true and correct copies of the Debtor's Schedules A, C and D.

4 On December 5, 2012, the Trustee filed a Complaint for Sale of Real Property
5 Pursuant to 11 U.S.C. §363(h) and Declaratory Relief ("Partition Complaint") against the
6 Co-Owners commencing the Adversary Proceeding styled *Lynda T. Bui, Trustee v.*
7 *Javier Fernandez and Pedro Sanchez Garcia*, Adversary Case No. 6:12-ap-01464-MH
8 ("Partition Action"). By the Partition Action, the Trustee sought a judgment authorizing
9 the Trustee to sell both the Estate's and the Co-Owners' interests in the Property on the
10 grounds that (1) partition of the single family residence was impracticable, if not
11 impossible, (2) sale of an undivided interest in the Property would realize less for the
12 Estate, (3) the benefit of a sale of the Property outweighed detriment to the Co-Owners,
13 and (4) there would be little detriment to the Co-Owners as the debts on the Property
14 would be paid in full through the Trustee's sale of the Property.

15 When the Co-Owners did not respond to the Partition Complaint, the Trustee
16 obtained a default against the Co-Owners. The Trustee also obtained a certain Order
17 Granting Chapter 7 Trustee's Motion for Default Judgment Against Defendants Javier
18 Fernandez and Pedro Sanchez Garcia ("Partition Order") which was entered under
19 Bankruptcy Code Section 363(h) in the Partition Action on May 3, 2013. A true and
20 correct copy of the Partition Order is attached as Exhibit 3 to the Bui Declaration
21 annexed to the Sale Motion. Under the Partition Order, the Trustee has been
22 authorized to sell both the Estate's and the Co-Owners' interests in the Property.

23 Pursuant to the Partition Order, the Trustee is authorized to sell the Property
24 such that after payment of (1) liens impacting the Property, (2) all outstanding real
25 property taxes, and (3) all costs of sale including escrow fees and real estate
26 commissions at closing of escrow, the net sale proceeds will be split equally between
27

28 to Countrywide Home Loans, Inc. The Trustee is advised that the current Bank of
America, N.A. is the successor to Countrywide Home Loans, Inc.

1 the Estate and the Co-Defendants, with each receiving one-third of the net sale
2 proceeds.

3 **C. Employment of Real Estate Broker, Marketing Efforts and Basis for the**
4 **Value of the Property**

5 On April 29, 2013, the Trustee filed an application to employ Richard A.
6 Halderman, Jr., as her real estate broker ("Broker") ("Employment Application") (docket
7 number 28) to assist her with effectively listing and marketing the Property for sale, as
8 well as negotiating a sale price to prospective buyers to provide a benefit to the Estate.
9 The listing agreement called for real estate commission to be paid of six percent of the
10 sale price. The Employment Application was approved pursuant to Court order entered
11 on June 21, 2013 (docket number 35).

12 The Estate does not have the funds to obtain a formal written appraisal for the
13 estimated value of the Property. The Debtor did not provide a value for the Property in
14 her Schedules. The Trustee's Broker has more than thirty-five years of experience in
15 the sale of real property as well as property valuations and is familiar with valuing real
16 property in today's economic environment. The Broker reviewed the Property and
17 believed that the Property had fair market value of more than \$140,000 based on the
18 condition and location of the Property. The Broker listed the Property on the MLS for
19 \$155,000. It was also agreed that if no buyer was found, the Property listing price
20 would be adjusted.

21 The Property has been on the market for over three months and while there has
22 been one competing offer, the Buyer's offer presented in this Sale Motion is the highest
23 material offer received thus far by the Trustee. With the secured lender payoff
24 increasing every month, the Trustee believes the Property must be sold as soon as
25 possible in order to maximize the benefit for the Estate.

26 The Trustee believes that the proposed sale, subject to overbids, will be at fair
27 market value because it is the best offer the Estate has received thus far for the
28 Property. Given that the sale is subject to overbids, it is anticipated that the Trustee will

1 receive the best and highest value for the Property and therefore the proposed sale
2 price of the Property is fair and reasonable.

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

5 The following chart sets forth the liens and encumbrances against the Property
6 as detailed in the Preliminary Title Report attached as Exhibit 1 to the Bui Declaration
7 annexed to the Sale Motion and the proposed treatment of the liens and encumbrances
8 through the sale:

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owning</u>	<u>Treatment of Lien Through the Sale</u>
San Bernardino County Treasurer and Tax Collector	Real property taxes (estimated)	\$1,200	All outstanding real property taxes will be paid through escrow on the sale transaction.
Bank of America N.A. of	First priority deed of trust recorded April 3, 1996, reording number 1996-0115374. Debtor's Schedule D lists an amount owing of \$57,005.	\$57,005	This lien will be paid through escrow on the sale of the Property. 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.

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18 **E. The Purchase Offer and Summary of the Sale Terms**

19 Through her Broker, the Trustee has received an offer from the Buyer to
20 purchase the Property for \$143,000, cash. Attached as Exhibit 4 to the Bui Declaration
21 annexed to the Sale Motion is a true and correct copy of the Residential Purchase
22 Agreement and Joint Escrow Instructions and Counter Offer and related addendum
23 (collectively, the "Agreement").

24 A summary² of the terms and highlights of the Agreement between the Trustee
25 and the Buyer are discussed below:

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28 ² The summary and discussion are not meant to be a complete review of every provision of the Agreement.

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Buyer:	Underwood Partners, LLC Attn Managing Member 180 Newport Center Dr., #230 Newport Beach, CA 92660
Purchase Price:	\$143,000, or an amount as increased by overbid.
Escrow Holder and Escrow Closing Date:	The escrow holder shall be A & A Escrow Services, Inc., 415 N. Crescent Drive, Suite 320, Beverly Hills, CA 90210. 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)	<ul style="list-style-type: none"> • Outstanding real property taxes shall be paid in full. • The lien of Bank of America, N.A. shall be paid in full. • 6% broker's commission, or \$8,580, to be split between the Trustee's Broker and the Buyer's real estate broker as follows: Trustee's Broker, Richard Halderman, Jr. of Lid Pacific Group in the amount of \$4,290 and Buyer's real estate broker, Alexander Philips of TwinRock Partners in the amount of \$4,290. • 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). • Payment of the net sale proceeds to be split equally between (1) the Trustee on behalf of the Estate, (2) Co-Owner, Javier Fernandez and (3) Co-Owner Pedro Sanchez Garcia, with each of the parties receiving one-third of the net sale proceeds.
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.
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 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 Debtor, her attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually, and her attorneys, the law firm of which she is associated, Shulman Hodges & Bastian LLP, 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 sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale

1 2 3	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.
4 5 6	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.

7 **F. Notice of Bidding Procedures**

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

13 1. Potential overbidders must bid an initial amount of at least \$10,000 over
14 the Purchase Price, or \$153,000. Minimum bid increments thereafter shall be \$2,000.
15 The Trustee shall have sole discretion in determining which overbid is the best for the
Estate and will seek approval from the Court of the same.

16 2. Overbids must be in writing and be received by the Trustee and the
17 Trustee's counsel, Shulman Hodges & Bastian LLP to the attention of Lynda T. Bui on
or before **4:00 p.m. (California time) on the date which is three days prior to the
18 hearing on the Sale Motion.**

19 3. Overbids must be accompanied by certified funds in an amount equal to
three percent (3%) of the overbid purchase price.

20 4. The overbidder must also provide evidence of having sufficient specifically
21 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
22 purchaser of Property and ability to close the sale and immediately and unconditionally
pay the winning bid purchase price at closing.

23 5. The overbidder must seek to acquire the Property on terms and conditions
24 not less favorable to the Estate than the terms and conditions to which the Buyer has
agreed to purchase the Property as set forth in the Agreement attached as Exhibit 4 to
25 the Bui Declaration annexed to the Sale Motion including closing on the sale of the
Property in the same time parameters as the Buyer.

26 6. All competing bids must acknowledge that the Property is being sold on an
27 "AS IS" basis 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
28 other matters relating to the Property. The competing bid buyer must represent and
warrant that he/she is purchasing the Property as a result of their own investigations
and are not buying the Property pursuant to any representation made by any broker,

1 agent, accountant, attorney or employee acting at the direction, or on the behalf of the
2 Seller. The competing bidder must acknowledge that he/she has inspected the
3 Property, and upon closing of Escrow governed by the Agreement, the Buyer forever
4 waives, for himself/herself, their heirs, successors and assigns, all claims against the
5 Debtor, their attorneys, agents and employees, the Debtor's Estate, Lynda T. Bui as
6 Trustee and individually, and her attorneys, the law firm for which she is associated,
7 Shulman Hodges & Bastian LLP, her agents and employees, arising or which might
8 otherwise arise in the future concerning the Property.

9 7. If overbids are received, the final bidding round for the Property shall be
10 held at the hearing on the Sale Motion in order to allow all potential bidders the
11 opportunity to overbid and purchase the Property. At the final bidding round, the
12 Trustee or his counsel will, in the exercise of their business judgment and subject to
13 Court approval, accept the bidder who has made the highest and best offer to purchase
14 the Property, consistent with the Bidding Procedures ("Successful Bidder").

15 8. At the hearing on the Sale Motion, the Trustee will seek entry of an order,
16 *inter alia*, authorizing and approving the sale of the Property to the Successful Bidder.
17 The hearing on the Sale Motion may be adjourned or rescheduled without notice other
18 than by an announcement of the adjourned date at the hearing on the Sale Motion.

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

25 10. In the event First Back-Up Bidder fails to close on the sale of the Property
26 within the time parameters approved by the Court, the Trustee shall retain the First
27 Back-Up Bidder's Deposit and will be released from her obligation to sell the Property to
28 the First Back-Up Bidder and the Trustee may then sell the Property to the second
back-up bidder approved by the Court at the hearing on the Sale Motion ("Second Back-
Up Bidder").

19 **G. Discussion Regarding Overbids**

20 The offer for the purchase of the Property received from the Buyer is the best
21 material offer thus far received by the Trustee following the listing of the Property on the
22 MLS by the Broker.

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

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

1 Based on the foregoing, the Trustee believes that under the circumstances of this
2 case, the Property will have been appropriately marketed for overbidding.

3 **H. Costs of Sale**

4 Pursuant to the Employment Application approved by Court order (docket
5 number 35), the Broker is entitled to a commission on the sale in the amount not to
6 exceed 6% of the purchase price (or \$8,580), which will be split between the Trustee's
7 Broker and the Buyer's real estate broker.

8 Escrow fees shall be split between Buyer and Estate as the seller in the manner
9 customary in San Bernardino County, California where the Property is located.

10 **I. Tax Consequences**

11 Although it is anticipated there will not be any capital gains tax consequences, at
12 this time, the Trustee does not know what the capital gains taxes liability will be, if any,
13 generated by the sale. In the event that there is any tax liability generated from the sale
14 of the Property that is a liability of the Estate, it is anticipated that such taxes will be paid
15 from the proceeds of the sale prior to any distribution to the Estate and the Co-Owners.

16 **J. The Sale Will Be Free and Clear of Liens**

17 The Property will be sold free and clear of all liens and encumbrances impacting
18 the Property. The Property shall be delivered to the Buyer free and clear of all liens and
19 encumbrances except for those approved by the Buyer. Out of an abundance of
20 caution, any liens and interests against the Property that are not paid resolved through
21 escrow shall attach to the sale proceeds with the same force, effect, validity, and priority
22 as such liens or interests had with respect to the Property prior to the sale.

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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*) **July 10, 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:

- **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*
- **Manfred Schroer** schrolaw@sbcglobal.net *Attorney for the Debtor*
- **Brian H Tran** btran@mileslegal.com *NEF for Interested Party*
- **United States Trustee (RS)** ustpreion16.rs.ecf@usdoj.gov *Office of United States Trustee*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **July 10, 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 10, 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:

Hon Mark D. 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 10, 2013
Date

Lorre Clapp
Printed Name

/s/ Lorre Clapp
Signature

U.S. MAIL SERVICE LIST

Buyer

Underwood Partners, LLC
Attn Managing Member
180 Newport Center Dr., #230
Newport Beach, CA 92660

Buyer's Broker

TwinRock Partners
Alexander Philips
180 Newport Center Dr., #230
Newport Beach, CA 92660

Trustee's Broker

Richard Halderman, Jr.
Lido Pacific Group
3857 Birch Street
Newport Beach, CA 92660

Potential Bidder

Anthony Patrick Ramirez
6725 Carnelian St No. 135
Rancho Cucamonga, CA 91720

Broker for Potential Bidder

Lisa Di Noto
Keller Williams Realty
8250 White Oak Ave No. 102
Rancho Cucamonga, CA 91730

Potential Bidder

Shervin Lalezary, Esq.
The Lalezary Firm
9454 Wilshire Blvd. - Penthouse
Beverly Hills, CA 90212

Secured Creditor

San Bernardino County Treasurer and Tax Collector
172 West Third Street, First Floor
San Bernardino, CA 92415-0360

Secured Creditor – Current Beneficiary of Deed of Trust

Bank of America NA
PO Box 5170
Simi Valley, CA 93062-5170

Co-Owner

Javier Fernandez
3592 Garden Drive
San Bernardino, CA 92404

Co-Owner

Pedro Sanchez Garcia
3592 Garden Drive
San Bernardino, CA 92404

U.S. MAIL SERVICE LIST CONTINUED.

DEBTOR

YANINA LILIANA MONTES
5151 N LOUISE ST
SAN BERNARDINO, CA 92407-3060

COURT NOTICE MATRIX

ASSET RECOVERY SOL LLC
PO BOX 1022
WIXOM, MI 48393-1022

COURT NOTICE MATRIX

CCB CREDIT SERVICES
PO BOX 272
SPRINGFIELD, IL 62705-0272

COURT NOTICE MATRIX

CHASE CC
ATTN: BK DEPT
PO BOX 15298
WILMINGTON, DE 19850-5298

COURT NOTICE MATRIX

FIRST MORTGAGE CORP
1131 W 6TH ST STE 260
ONTARIO, CA 91762-1102

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

HSBC BANK
ATTN: BANKRUPTCY
PO BOX 5213
CAROL STREAM, IL 60197-5213

COURT NOTICE MATRIX

MENDOZA, AVELINA
1846 N DEL NORTE AVE
ONTARIO, CA 91764-1151

COURT NOTICE MATRIX

MIDLAND FUNDING LLC
BY ITS AUTHORIZED AGENT RECOSER,
LLC
25 SE 2ND AVE, SUITE 1120
MIAMI, FL 33131-1605

INTERESTED PARTY

UNITED STATES TRUSTEE (RS)
3801 UNIVERSITY AVENUE, SUITE 720
RIVERSIDE, CA 92501-3255

COURT NOTICE MATRIX

BANK OF AMERICA, N.A.
450 AMERICAN ST
SIMI VALLEY, CA 93065-6285

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

CITIBANK USA
ATTN: CENTRALIZ BK
PO BOX 20363
KANSAS CITY, MO 64195-0363

COURT NOTICE MATRIX

FIRST PREMIER BANK
601 S MINNESOTA AVE
SIOUX FALLS, SD 57104-4868

COURT NOTICE MATRIX

GECRB/PEP BOYS
C/O PO BOX 965036
ORLANDO, FL 32896-0001

COURT NOTICE MATRIX

HSBC BANK
ATTN BANKRUPTCY DEPARTMENT
PO BOX 5213
CAROL STREAM IL 60197-5213

COURT NOTICE MATRIX

MIDLAND CREDIT MNGMNT
PO BOX 60578
LOS ANGELES, CA 90060-0578

COURT NOTICE MATRIX

NORTHLAND GROUP INC
PO BOX 390905
MAIL CODE CBK2
MINNEAPOLIS, MN 55439-0905

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

BUREAUS INVESTMENT GROUP
PORTFOLIO NO 15 LLC C/O RECOVERY
MANAGEMENT SYSTEMS CORP
25 SE 2ND AVENUE SUITE 1120
MIAMI FL 33131-1605

COURT NOTICE MATRIX

CAPITAL ONE, N.A.
CAPITAL ONE BANK (USA) N.A.
PO BOX 30285
SALT LAKE CITY, UT 84130-0285

COURT NOTICE MATRIX

CONVERGENT OUTSOURCING
PO BOX 9004
RENTON, WA 98057-9004

COURT NOTICE MATRIX

FIRSTSOURCE ADVANTAGE LLC
PO BOX 628
BUFFALO, NY 14240-0628

COURT NOTICE MATRIX

GENPACT SERVICES LLC
PO BOX 1969
SOUTHGATE, MI 48195-0969

COURT NOTICE MATRIX

LOWES / MBGA / GEMB
ATTENTION: BANKRUPTCY DEPARTMENT
PO BOX 103104
ROSWELL, GA 30076-9104

COURT NOTICE MATRIX

MIDLAND FUNDING
8875 AERO DR STE 200
SAN DIEGO, CA 92123-2255

COURT NOTICE MATRIX

OROZCO, RAUL
2996 CHESTNUT ST
RIALTO, CA 92376-6770

COURT NOTICE MATRIX

PORTFOLIO RECOVERY ASSOCIATES
LLC
PO BOX 41067
NORFOLK VA 23541-1067

COURT NOTICE MATRIX

THE BUREAUS INC.
ATTENTION: BANKRUPTCY DEPT.
1717 CENTRAL ST.
EVANSTON, IL 60201-1507

COURT NOTICE MATRIX

VERIZON
500 TECHNOLOGY DR STE 30
WELDON SPRING, MO 63304-2225

TRUSTEE'S BROKER

RICHARD A HALDERMAN
3857 BIRCH ST., STE 480
NEWPORT BEACH, CA 92660-2616

UNDELIVERABLE - SEE NEW ADDRESS

COURT NOTICE MATRIX

FIRST MORTGAGE CORP
3230 FALLOWFILED DRIVE
DIAMOND BAR, CA 91765

COURT NOTICE MATRIX

PREMIER BANKCARD/ CHARTER
P.O BOX 2208
VACAVILLE CA 95696-8208

COURT NOTICE MATRIX

TUSTIN COMMUNITY BANK
13891 NEWPORT AVE STE 100
CA 92780-7801

COURT NOTICE MATRIX

VERIZON WIRELESS
BANKRUPTCY ADMIN
PO BOX 660108
DALLAS, TX 75266-0108

NOTICE PURPOSES

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA, PA 19101-7346

RETURNED MAIL

COURT NOTICE MATRIX

RECOVERY MANAGEMENT SYSTEMS
CORPORATION
25 S.E. 2ND AVENUE, SUITE 1120
MIAMI, FL 33131-1605

COURT NOTICE MATRIX

VERIZON WIRELESS
PO BOX 3397
BLOOMINGTON, IL 61702-3397

COURT NOTICE MATRIX

WELLS FARGO
296 W HIGHLAND AVE.
SAN BERNARDINO, CA 92405-4018

NOTICE PURPOSES

CALIFORNIA FRANCHISE TAX BOARD
BANKRUPTCY SECTION, MS: A-340
PO BOX 2952
SACRAMENTO, CA 95812-2952

DUPLICATE

COURT NOTICE MATRIX

RICHARD A HALDERMAN JR
3857 BIRCH ST
STE 480
NEWPORT BEACH, CA 92660-2616