

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: CANDY SAENZ, Debtor(s).	CASE NO.: 6:12-bk-29635-WJ CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 07/21/2014	Time: 10:30 am
Location: Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: Public Private **Last date to file objections:** 07/07/2014

Description of property to be sold: Real Property located at 19483 Eldorado Road, Perris, CA 92570

Terms and conditions of sale: Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f)
The total sum to be paid is \$275,201.10, which includes (1) a bankruptcy fee "carve-out" of \$15,250 to be paid
to the Estate, (2) \$1,500 payment to the Estate for bankruptcy services related to the sale, (3) real property taxes,
(4) brokerage commissions, (5) closing costs and (6) other monetary obligations the the Estate as the seller of the
Property would normally need to pay at the close of escrow. See attached for more information.

Proposed sale price: \$ 275,201.10

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

Overbid procedure (if any): Sale is not subject to overbids. The Buyer's offer is the highest and best offer received by the Trustee following the requests to interested parties for their highest and best bids. This is a short sale already approved by the lender.

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

July 21, 2014 at 10:30 am

Courtroom 302

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: 06/18/2014

1 **In re Candy Saenz**
2 **Case No. 6:12-bk-29635-WJ**

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

4 **I. INTRODUCTION**

5 Lynda T. Bui, Lynda T. Bui, the Chapter 7 trustee (“Trustee”) for the bankruptcy
6 estate (“Estate”) of Candy Saenz (“Debtor”), is bringing a Motion for Order: (1)
7 Approving the Short Sale of Real Property of the Estate Free and Clear of Liens
8 Pursuant to Bankruptcy Code §§ 363(b) and (f); (2) Approving Payment of Real Estate
9 Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to
10 Reimburse Trustee for Actual Costs Incurred (“Sale Motion”)

11 As set forth below, this is a **short sale** of the real property located at 19483
12 Eldorado Road, Perris, CA 92570 (“Property”). The Trustee has received an offer from
13 PWK Properties Corp and Brownstone Patent LLC (collectively “Buyer”) to purchase the
14 Property free and clear of all liens for the total sum of \$275,201.10. The consideration
15 to be will provide for payment of the following amounts through escrow: (i) the Lender’s
16 (defined below) agreed short sale payoff amount of \$234,134.30, (ii) a bankruptcy fee
17 carve-out for the Estate of \$15,250, (iii) approximately \$1,500 reimbursement to the
18 Estate for bankruptcy document preparation services related to the sale, (iv) real
19 property taxes, (v) brokerage commissions of \$15,030, (vi) closing costs (including
20 escrow charges, title charges, documentary transfer taxes), and (vii) other monetary
21 obligations the Trustee on behalf of the Estate as the seller of the Property would
22 normally need to pay at the close of escrow.¹ **This is a true short sale as the total**
23 **consideration is less than the total amount owed to the Lender.**

24 The Property has been on the market for over one year (since March 2013) and
25 has been numerously countered for highest and best bids. Specifically, following the
26 receipt of multiple offers, the Broker sent out requests to all interested parties and/or
27 their agents for the best and highest bids for the Property. It has been determined that

28 ¹ Except for the carve-out, all other costs are subject to final acceptance and approval by
the Lender.

1 the **Buyer's offer is the highest and best offer received by the Trustee.** It is
2 believed that a further bidding deadline on the Property will provide no additional benefit
3 to the Estate as the highest bids have already been received. Further, with the secured
4 lender payoff increasing every month, the Trustee believes that the sale must not be
5 delayed by further bidding deadlines and the Property must be sold as soon as possible
6 in order to maximize the benefit for the Estate. In the Trustee's real estate
7 professional's experiences with short sales, if the sale terms and/or the buyer changes
8 after the short sale process with a lender has commenced and even after an approval
9 letter is issued by the lender, the entire process will need to start over and a new short
10 sale package would need to be prepared, submitted and evaluated by the Lender,
11 which takes months to process. In such event, the short sale process would be
12 substantially delayed and the Lender's approval and/or the Buyer's interest would be at
13 risk for loss. As the Property has already been extensively offered and further bidding
14 on the Property will likely not result in any additional benefit and may actually cause the
15 loss of the sale, the proposed sale with the Buyer is not subject to overbidding.

16 The creditor holding the first priority lien on the Property ("**Lender**")² has
17 approved the short sale (see the Declaration of Lynda T. Bui annexed to the Sale
18 Motion and Exhibit 5 annexed thereto). To complete the short sale process, the Lender
19 requires Court approval of the sale and has requested that the Trustee file this Sale
20 Motion. Based its approval of the short sale, the Trustee believes that the Lender will
21 have no objection to Sale Motion as the Lender's lien will be paid at the reduced amount
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23 ² The preliminary title report indicates The Bank of New York Mellon fka The Bank
24 of New York, as Trustee for the Certificateholders of Cwalt, Inc., Alternative Loan
25 Trust 2006-OA16, Mortgage Pass-Through Certificates 2006-OA16 is the holder
26 of the first trust deed on the Property. Shellpoint Mortgage Servicing, a division
27 of Penn Financial is the Lender's servicing agent as indicated on the approval
28 letter annexed as Exhibit 5 to the Bui Declaration annexed to the Sale Motion. In
her Schedules, the Debtor identified the holder of the first trust deed as being
Bank of America. The preliminary title report lists additional liens against the
Property which were not listed on the Debtor's Schedule D, although the
lienholder (Boulder Springs Community Association) appears to be listed as a
creditor on Schedule F.

1 agreed to by the Lender as full satisfaction of its lien, all approved costs will be paid
2 through escrow and the Estate will receive the benefit of a \$15,250 carve-out and
3 payment for bankruptcy document preparation services of \$1,500.

4 The Trustee understands (and as is customary) that at closing, the Lender may
5 want to negotiate the final allowed or disallowed costs and/or the final payoff to the
6 lender. Provided that the Estate receives the \$15,250 carve-out at closing, the Trustee
7 requests authorization to work with and agree with the Lender to resolve the allowance
8 and disallowance of costs and/or payoff amounts as part of the escrow closing without
9 the need for further notice, hearing or Court order. From the carve-out, the Trustee
10 proposes to pay forty percent or \$6,100 to general unsecured creditors.

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

18 **II. RELEVANT FACTS**

19 **A. Case Commencement**

20 The Debtor commenced her bankruptcy case under Chapter 7 by filing a
21 Voluntary Petition on August 24, 2012. Lynda T. Bui is the duly appointed, qualified
22 and acting Chapter 7 trustee for the Estate.

23 **B. The Property**

24 An "asset"³ of the Estate is the Debtor' interest in the Property located in
25 Riverside County at 19483 Eldorado Road, Perris, CA 92570. The Property is legally
26 described as stated in the Preliminary Title Report dated May 197, 2014, a true and
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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 correct copy of which is attached as Exhibit 1 to Declaration of Lynda T. Bui annexed to
2 the Sale Motion (“Bui Declaration”).

3 In her Schedules, the Debtor valued the Property at \$272,000 and listed one lien
4 in favor of the Lender in the amount of \$519,451. The Debtor has not claimed an
5 exemption in the Property and the Property is not listed as being the Debtor’s residence.
6 True and correct copies of the Debtor’s Schedules A, C and D are attached as Exhibit 2
7 to the Bui Declaration annexed to the Sale Motion.

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

9 On January 1, 2013, the Trustee filed an application to employ Kristian Peter of
10 San Diego REO Specials as her real estate broker (“Broker”) (“Employment
11 Application”) (docket 21) to assist her with effectively listing and marketing the Property
12 for sale, as well as negotiating a short sale with the secured lender and sale price to
13 prospective buyers to provide a benefit to the Estate. The listing agreement called for
14 real estate commission to be paid of six percent of the sale price (includes fees for short
15 sale negotiation). The Employment Application was approved pursuant to Court order
16 entered on February 11, 2013 (docket 24).

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

18 The Broker has more than ten years of experience in the sale of real property as
19 well as property valuations and is familiar with valuing real property in today’s economic
20 environment. The Broker listed the Property on the MLS for \$272,000. It was also
21 agreed that if no buyer was found, the Property listing price would be adjusted.

22 From his over ten years of experience with short sales, the Broker is aware that
23 the lenders will often obtain their own appraisals or otherwise determine the fair market
24 value of the subject real property before approving the short sale. It is also not
25 uncommon for lenders to counter with the price they obtained the appraisal for if its
26 higher than the offer price. As such, the Broker believes that the Lender has obtained
27 its own appraisal of the Property before approving the short sale herein. That is, upon
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1 final approval of the short sale, the Lender will have determined that the proposed sale
2 price for the Property is for fair market value.

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

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

7 The Property has been on the market for over one year (since March 2013).
8 Following the list of the property for sale, realtors and potential buyers were encouraged
9 to present all offers. There were at least twenty-six inquiries and four offers. The
10 Broker reviewed all initial purchase offers for the Property. Following the review of the
11 multiple offers, the Broker sent out requests to all interested parties and/or their agents
12 to submit the highest and best bids for the Property. The Buyer's offer is the highest
13 and best offer received by the Trustee. It is believed that further bidding on the Property
14 will provide no additional benefit to the Estate as the highest and best bids have already
15 been received. Further, with the Lender payoff increasing every month, the Trustee
16 believes that the sale must not be delayed by further bidding deadlines and the Property
17 must be sold as soon as possible in order to maximize the benefit for the Estate. In the
18 Trustee's real estate professional's experiences with short sales, if the sale terms
19 and/or the buyer changes after the short sale process with a lender has commenced
20 and even after an approval letter is issued by the lender, the entire process will need to
21 start over and a new short sale package would need to be prepared, submitted and
22 evaluated by the Lender, which takes months to process. In such event, the short sale
23 process would be substantially delayed and the Lender's approval and/or the Buyer's
24 interest would be at risk for loss. As the Property has already been extensively offered
25 and further bidding on the Property will likely not result in any additional benefit and may
26 actually cause the loss of the sale, the proposed sale with the Buyer is not subject to
27 overbidding. (See the Declaration of Kristian Peter annexed to the Sale Motion.)
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1 **F. Liens and Encumbrances Against the Property and Their Proposed**
2 **Treatment Through the Sale**

3 The Trustee has reviewed the Preliminary Title Report dated attached as Exhibit
4 1 to the Bui Declaration annexed to the Sale Motion. From the Debtor's Schedules and
5 the Preliminary Title Report the Trustee believes that the total liens against the Property
6 exceed \$520,000. The following chart sets forth and accounts for all of the recorded
7 liens and encumbrances against the Property described in the Preliminary Title Report
8 and their proposed treatment through 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>
Riverside County Treasurer and Tax Collector	Real property taxes	\$600 (estimated pro-rata)	All	All outstanding real property taxes will be paid in full through escrow on the sale transaction
Lender	Current beneficiary of a first priority deed of trust recorded June 30, 2006, recording number 06-475553. Listed in the Debtor's Schedules as being owed \$519,451.	\$519,451	\$234,134.30	This lien will be paid through escrow on the sale of the Property in the amount approved by the Lender. 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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23 ⁴ The preliminary title report indicates The Bank of New York Mellon fka The Bank
24 of New York, as Trustee for the Certificateholders of Cwalt, Inc., Alternative Loan
25 Trust 2006-OA16, Mortgage Pass-Through Certificates 2006-OA16 is the holder
26 of the first trust deed on the Property. Shellpoint Mortgage Servicing, a division
27 of Penn Financial is the Lender's servicing agent as indicated on the approval
28 letter attached as Exhibit 5 to the Bui Declaration annexed to the Sale Motion. In
her Schedules, the Debtor identified the holder of the first trust deed as being
Bank of America. The preliminary title report lists additional liens against the
Property which were not listed on the Debtor's Schedule D, although the
lienholder (Boulder Springs Community Association) appears to be listed as a
creditor 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>
Boulder Springs Community Association	Homeowners assessment lien recorded September 11, 2—9, recording number 09-474143, in the amount of \$735.25	\$735.25	\$.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out amount, which amount is being offered to the Estate from Lender's.)

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 \$275,201.10. The consideration paid to the Estate will provide for payment of the following through escrow: (i) the Lender's agreed short sale payoff amount of \$234,134.30, (ii) a bankruptcy fee carve-out for the Estate of \$15,250, (iii) approximately \$1,500 reimbursement to the Estate for bankruptcy document preparation services related to the sale, (iv) real property taxes, (v) brokerage commissions of \$15,030, (vi) closing costs (including escrow charges, title charges, documentary transfer taxes), and (vii) 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 Lender based on the large debt it is owed.

Attached as Exhibit 3 to the Bui Declaration annexed to the Sale Motion is a true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions and Counter Offers and related addendum (collectively, the "Agreement") for which the

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

1 Trustee seeks Court approval. Attached as Exhibit 4 to the Bui Declaration annexed to
2 the Sale Motion is a true and correct copy of the HUD-1 estimated settlement statement
3 for the transaction. Attached as Exhibit 5 to the Bui Declaration annexed to the Sale
4 Motion is the short sale approval letter from the Lender.

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

8 Buyer:	PWK Properties Corp, 420 McKinley St., Suite 111-479, Corona, CA 92860 Brownstone Patent LLC, 23580 Sunnymead Blvd, Moreno Valley, CA 92553
9 Purchase Price:	The purchase price includes amounts necessary to pay the following: (i) the 10 Lender's agreed short sale payoff amount of \$234,134.30, (ii) a bankruptcy 11 fee carve-out for the Estate of \$15,250, (iii) approximately \$1,500 12 reimbursement to the Estate for bankruptcy document preparation services 13 related to the sale, (iv) real property taxes, (v) brokerage commissions of 14 \$15,030, (vi) closing costs (including escrow charges, title charges, 15 documentary transfer taxes), and (vii) 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 ⁷ without requiring the Estate to place any funds into escrow or have any continuing obligation to Lender. Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is \$275,201.10.
16 Escrow Holder and 17 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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27 ⁶ The summary and discussion are not meant to be a complete review of every provision of
the Agreement.

28 ⁷ Except for the carve-out, all other costs are subject to final acceptance and approval by
the Lender.

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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.⁹ • \$234,134.30 to Lender in full satisfaction of its first priority lien. • 6% broker's commission, or \$15,030, 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 \$10,020 and Buyer's real estate broker, Julio Sanchez of Remax Results in the amount of \$5,010. • \$15,250 to the Trustee on behalf of the Estate (Carve-Out Amount). The Trustee on behalf of the Estate shall retain the Carve-Out Amount in the Estate free and clear of any liens of interests, to compensate the Estate inter alia for its efforts in connection with the sale of the Property. • \$1,500 to the Estate for bankruptcy document preparation services related to the sale, or such amount as approved by the Lender at closing. • Payment of closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including but not limited to escrow charges, title charges, documentary transfer taxes) without requiring the Estate to place any funds into escrow or have any continuing obligation to the senior lienholder, Chase. • Payment of the balance of the sale proceeds, if any, to the Lender.
<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>To complete the short sale process, the Lender has requested the Trustee file this Sale Motion. Except for the Carve-Out Amount for the Estate, all other costs are subject to final acceptance and approval by Chase.</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 Debtor, 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>

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

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

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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 and the payment to the Estate for bankruptcy document preparation services related to the sale) that may be generated through the sale with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale
Terms of Sale - Good Faith Finding	The proposed sale has been brought in good faith and has been negotiated on an "arms length" basis. The negotiations with the Buyer have resulted in an offer to sell the Estate's interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion.
Terms of Sale - Waiver of Rule 6004(h)	The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Sale Motion and the Agreement.

H. Tax Consequences

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

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **8105 Irvine Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **June 18, 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:

- **Lynda T. Bui (TR)** trustee.bui@shbllp.com, C115@ecfcbis.com *Chapter 7 Trustee*
- **Kenneth G Daniels** gdaniels@nbsdefaultservices.com *Attorney for Toyota Motor Credit*
- **Nancy Ly** bknotice@rcolegal.com, nlee@rcolegal.com *NEF Request for Interested Party*
- **United States Trustee (RS)** ustpreqion16.rs.ecf@usdoj.gov *United States Trustee*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **June 18, 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.

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*) **June 18, 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:

U.S. Bankruptcy Court, Hon Wayne E. Johnson, 3420 Twelfth St., Bin Outside Courtroom 302, 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.

June 18, 2014
Date

Lorre Clapp
Printed Name

/s/ Lorre Clapp
Signature

EMAIL SERVICE LIST

Buyer

PWK Properties and Brownstone Patent LLC

Danny Moses

Email: danny_pwk@yahoo.com

Buyer's Broker

Julio Sanchez of Remax Results

Email: marycpulido@gmail.com and Julio@juliosanchez.com

Trustee's Broker

Kristian Peter

Bankruptcy Short Sale Solutions (formerly SDREOS)

Email: kpeter@sdreos.com

U.S. MAIL SERVICE LIST

Secured Party

Bank of America

450 American St #SV416

Simi Valley, CA 93065-6285

The Bank of New York Mellon fka

The Bank of New York, as Trustee for the

Certificateholders of Cwalt, Inc.,

Alternative Loan Trust 2006-OA16, Mortgage Pass-Through Certificates 2006-OA16

101 Barclay St – 4W

New York, NY 10286

Reconstruct Company

1800 Tapo Canyon Rd CA6-914-01-94

Simi Valley, CA 93063

Secured Party – Servicing Agent

Shellpoint Mortgage Servicing

Attn Loss Mitigation / 866-316-4711

55 Beattie Place, Suite 110 (MS 157)

Greenville, SC 29601

Secured Party

Boulder Springs Community Association

c/o Equity Management/Union Bank Remit Proc

42430 Winchester Rd

Temecula, CA 92590-2504

Secured Party

Boulder Springs Community Association

c/o Coast Assessment Service

12755 Brookhurst Street, Suite 101

PO Box 972

Garden Grove, CA 92482

Secured Party

Riverside County Treasurer and

Tax Collector

4080 Lemon Street 1st Floor

Riverside, CA 92502

CONTINUED ON FOLLOWING PAGE

U.S. MAIL SERVICE LIST CONTINUED.

DEBTOR IN PRO PER

CANDY SAENZ
3965 CANE BAY LANE
PERRIS, CA 92571

COURT NOTICE MATRIX

APELLES
PO BOX 1197
WESTERVILLE OH 43086-1197

COURT NOTICE MATRIX

BANK OF AMERICA
450 AMERICAN ST SV416
SIMI VALLEY CA 93065-6285

COURT NOTICE MATRIX

CHASE BANK USA
PO BOX 15298
WILMINGTON DE 19850-5298

COURT NOTICE MATRIX

FAMILY MEDICINE MARRY CHAU DO
INC
28125 BRADLEY RD STE 240B
SUN CITY CA 92586-2280

COURT NOTICE MATRIX

JOEY EDWARD SAENZ
19316 ASPENLEAF DR
FERRIS CA 92570-6572

COURT NOTICE MATRIX

PT LOMA FED CR UNION
9420 FARNHAM ST
SAN DIEGO CA 92123-1359

COURT NOTICE MATRIX

SEARS/CITIBANK
PO BOX 6282
SIOUX FALLS SD 57117-6282

COURT NOTICE MATRIX

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

INTERESTED PARTY

UNITED STATES TRUSTEE (RS)
3801 UNIVERSITY AVENUE, SUITE 720
RIVERSIDE, CA 92501-3200

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

BOULDER SPRINGS
EQUITY MANAGEMENT/ UNION BANK
REMIT
42430 WINCHESTER RD
TEMECULA CA 92590-2504

COURT NOTICE MATRIX

CITIBANK/SEARS
PO BOX 6282
SIOUX FALLS SD 57117-6282

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

LABORATORY CORPORATION OF
AMERICA
PO BOX 2240
BURLINGTON NC 27216-2240

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

TOYOTA MOTOR CREDIT CORP
7676 HAZARD CENTER DR STE 650
SAN DIEGO CA 92108-4544

RETURNED MAIL

COURT NOTICE MATRIX

TOYOTA MOTOR CREDIT CORPORATION
9441 LBJ FREEWAY, SUITE 250
DALLAS, TX 75243

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

CHASE AUTO FINANCE
PO BOX 901076
FORT WORTH TX 76101-2076

COURT NOTICE MATRIX

DERMATOLOGY SPEACIALISTS INC
3629 VISTA WAY
OCEANSIDE CA 92056-4522

COURT NOTICE MATRIX

INTERNAL REVENUE SERVICE
DEPARTMENT OF THE TREASURY
OGDEN UT 84201

COURT NOTICE MATRIX

NANCY SMITH
741 POINSETTIA WAY
FERRIS CA 92571-9441

COURT NOTICE MATRIX

QUEST DIAGNOSTICS INC
PO BOX 7400
PASADENA CA 91109-7400

COURT NOTICE MATRIX

VERIZON WIRELESS
PO BOX 660108
DALLAS TX 75266-0108

DUPLICATE

COURT NOTICE MATRIX

CANDY SAENZ
3965 CANE BAY LANE
PERRIS CA 92571

SEE NEW ADDRESS

COURT NOTICE MATRIX

RIVERSIDE UNITED STATES TRUSTEE
UNITED STATES BANKRUPTCY COURT
3420 TWELFTH STREET
RIVERSIDE CA 92501