

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: (949) 340-3400 Facsimile: (949) 340-3000 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: ELIZABETH OSBORNE, Debtor(s).	CASE NO.: 6:12-bk-30151-DS CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 11/14/2013	Time: 10:30 am
Location: Courtroom 304, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: Public Private **Last date to file objections:** 10/31/2013

Description of property to be sold: Real Property located at 1610 Via Sage, San Clemente, CA 92673

Terms and conditions of sale: Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f)
The total consideration to be paid is \$672,650.83 which includes a discounted payoff to the senior lienholder of \$551,950.62 (which has been verbally approved by the lienholder), a discounted payoff to the junior lienholder of \$8,500 (which has been verbally approved by the lienholder), a bankruptcy fee "carve-out" of \$40,500 to be paid to the Estate, real property taxes, broker commissions and numerous other costs. See attached for more information.

Proposed sale price: \$ 672,650.83

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 subject to overbids. See attached for information on submitting overbids.

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

November 14, 2013 at 10:30 A.M.

Courtroom 304

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: (949) 340-3400

Facsimile: (949) 340-3000

Email: trustee.bui@shbllp.com

Date: 10/18/2013

**ATTACHMENT TO NOTICE
OF SALE OF ESTATE PROPERTY**

1 **In re Elizabeth Osborne**
2 **Case No. 6:12-bk-30151-DS**

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

13 Subject to the Final Bidding Round (defined below) to be conducted by the
14 Trustee or her agent on **October 30, 2013 at 2:30 p.m.** as set forth below, this is a
15 **short sale** of real property located at 1610 Via Sage, San Clemente, California 92673
16 ("Property"). The Trustee proposes to conduct the short sale free and clear of liens
17 under Bankruptcy Code sections 363(f)(1), (2) and (5).

18 The Trustee has received an all cash offer from Douglas Gian ("Buyer") to
19 purchase the Property free and clear of all liens for total consideration of \$672,650.83,
20 which includes a discounted payoff to the senior lienholder¹ of \$551,950.62 (which has
21 been verbally approved by the lienholder), a discounted payoff to the junior lienholder²
22 of \$8,500.00 (which has been verbally approved by the lienholder), a bankruptcy fee
23 "carve-out" of \$40,500 to be paid to the Estate and numerous other costs.³ This is a
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25 ¹ As set forth below, the preliminary title report on the Property indicates the senior lienholder is
26 Mortgage Electronic Registration Systems, Inc. The Debtor's Schedules indicate that the senior lienholder
is Chase Mortgage.

27 ² As set forth below, the preliminary title report on the property indicates the junior lienholder is
Washington Mutual Bank, FA. The Debtor's Schedules indicate that the junior lienholder is Chase.

28 ³ Including but not limited to escrow charges, title charges, documentary transfer taxes.

1 true short sale as the total consideration is less than the total amount owed to the senior
2 and junior lienholders.

3 **As set forth in the Declaration of Brent Houston, Chase Bank (“Chase”), the**
4 **servicing agent for the senior lienholder, has granted verbal approval of the short**
5 **sale and discounted payoff amount.** Based on this, the Trustee believes that the
6 senior lienholder will have no objection to the Sale Motion. The Trustee understands
7 (as is customary in the short sale industry) that at closing, the senior lienholder may
8 want to change and/or negotiate the final allowed or disallowed costs and/or the final
9 payoff to the lender. Provided that the Estate receives the \$40,500 carve-out at closing
10 (or an amount as increased by any overbid), the Trustee requests authorization to work
11 with and agree with the senior lienholder to resolve the allowance and disallowance of
12 costs and/or payoff amounts as part of the escrow closing without the need for further
13 notice, hearing or Court order. With the senior lienholder payoff increasing every
14 month, the Trustee believes that the sale must not be delayed and the Property must be
15 sold as soon as possible in order to maximize the benefit for the Estate.

16 If the Sale Motion is not approved, any and all benefit to the Estate will be
17 completely lost as it is likely that the senior lienholder will foreclose on the Property on
18 account of its underwater status and the delinquent obligations. As will be discussed
19 further below, the Trustee believes that good cause exists to grant the Sale Motion so
20 the Trustee does not lose this favorable business opportunity.

21 **II. RELEVANT FACTS**

22 **A. Case Commencement**

23 The Debtor commenced her bankruptcy case under Chapter 7 by filing a
24 Voluntary Petition on August 30, 2012.

25 Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee for the
26 Debtor’s Estate.

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1 **B. The Property**

2 An "asset"⁴ of the Estate is the Debtor's interest in the Property located in
3 Riverside County at 1610 Via Sage, San Clemente, California 92673. The Property is
4 legally described as stated in the Preliminary Title Report dated April 10, 2013.

5 In her Schedules, the Debtor valued the Property at \$710,488 and listed a lien in
6 favor of Chase in the amount of \$777,450. The Debtor has not claimed an exemption in
7 the Property and the Property is not listed as being the Debtor's residence but instead a
8 rental property.

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

10 On March 22, 2013, the Trustee filed an application to employ Brent Houston of
11 NextGEN Real Estate Corp. as her real estate broker ("Broker") ("Employment
12 Application") (docket no. 18) to assist her with effectively listing and marketing the
13 Property for sale, as well as negotiating a short sale with the secured lenders and sale
14 price to prospective buyers to provide a benefit to the Estate. The listing agreement
15 called for real estate commission to be paid of six percent of the sale price (includes
16 fees for short sale negotiation). The Employment Application was approved pursuant
17 to Court order entered on April 24, 2013 (docket no. 21).

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

19 The Broker has more than ten years of experience in the sale of real property as
20 well as property valuations and is familiar with valuing real property in today's economic
21 environment. The Broker listed the Property on the MLS for \$695,000 (less than the
22 Debtor's scheduled value).

23 From his over ten years of experience with short sales, the Broker is aware that
24 the lenders will often obtain their own appraisals or otherwise determine the fair market
25 value of the subject real property before approving the short sale. It is also not
26 uncommon for lenders to counter with the price they obtained the appraisal for if it is
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28 ⁴ 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 a no "asset" case.

1 higher than the offer price. In this case, the short sale and approved discounted payoff
2 amount of \$551,950.62 has been verbally approved by Chase. As such, the Broker
3 believes that Chase obtained its own appraisal of the Property – and already
4 determined the fair market value – before approving the short sale herein.

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

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

13 **F. Liens and Encumbrances Against the Property and Their Proposed**
14 **Treatment Through the Sale**

15 The Trustee has reviewed the Preliminary Title Report. From the Debtor's
16 Schedules and the Preliminary Title Report the Trustee believes that the total liens
17 against the Property exceed \$777,450. The following chart sets forth and accounts for
18 all of the recorded liens and encumbrances against the Property described in the
19 Preliminary Title Report and their proposed treatment through the sale:

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1	<u>Creditor</u> ⁵	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
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3	Orange County Treasurer and Tax Collector	Real property taxes	\$880.36 (pro-rata taxes)	\$880.36	All outstanding real property taxes will be paid in full through escrow on the sale transaction.
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5	Chase as servicing agent for the senior lienholder on the Property	Current beneficiary of a first priority deed of trust recorded December 12, 2006, recording number 06-830249. Listed in the Debtor's Schedules as being owed \$739,741.00.	\$739,741.00	\$551,950.62	This lien will be paid through escrow on the sale of the Property in the amount approved by Chase as servicing agent for the senior lienholder. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will not attach to the sale proceeds.
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12	Chase as servicing agent for the junior lienholder on the Property	Current beneficiary of a first priority deed of trust recorded November 15, 2007, recording number 07-684794. Listed in the Debtor's Schedules as being owed \$37,709.00.	\$37,709.00	\$8,500.00	This lien will be paid through escrow on the sale of the Property in the amount approved by Chase as servicing agent for the junior lienholder. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will not attach to the sale proceeds.
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20 **G. Summary of the Purchase Offer and Summary of the Sale Terms**

21 The Trustee has received the highest and best offer from the Buyer to purchase
22 the Property for the total consideration of \$672,650.83, which includes (1) an approved
23 discounted payoff to the senior lienholder of \$551,950.62, (2) a bankruptcy "carve-out"
24 of \$40,500 to be paid to the Estate, (3) real property taxes, (4) brokerage commissions,
25 (5) closing costs, and (6) other monetary obligations the Trustee on behalf of the Estate

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27 ⁵ The preliminary title report indicates the senior lienholder is Mortgage Electronic Registration
28 Systems, Inc. and the Debtor's Schedules indicate that the senior lienholder is Chase Mortgage. The preliminary title report indicates the junior lienholder is Washington Mutual Bank, FA. and the Debtor's Schedules indicate that the junior lienholder is Chase.

1 as the seller of the Property would normally need to pay at the close of escrow.⁶ This is
2 a true short sale as the carve-out for the Estate and the other costs of sale will be from
3 funds that would otherwise go to the senior lienholder on the Property based on the
4 large debt it is owed.

5 A summary⁷ of the terms and highlights of the Agreement between the Trustee
6 and the Buyer are discussed below:

7 Buyer:	Douglas Gian 33 Riverside Lane Riverside, CT 06876-1318
8 Purchase Price:	Purchase price of \$630,000. In addition, the Buyer will pay (1) a carve-out 9 payment of \$40,500 to the Estate, and (2) all closing costs and other 10 monetary obligations the Agreement requires the Trustee on behalf of the 11 Estate as the seller of the Property to pay at the close of escrow (including 12 but not limited to escrow charges, title charges, documentary transfer taxes). Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is \$672,650.83.
13 Escrow Holder and Escrow Closing Date:	The escrow holder shall be Cavalcade Escrow, 17480 E. 17 th St., Suite 101, 14 Tustin, CA 92780. Escrow is scheduled to close as soon as possible after Court approval of the sale.

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

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

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<p>Costs of Sale and Payments Through Escrow (including Real Estate Agent Commission)</p>	<ul style="list-style-type: none"> • Outstanding real property taxes shall be paid.⁹ • \$551,950.62 to Chase as the servicing agent for the senior lienholder in full satisfaction of the first priority lien. • 6% broker's commission, or \$37,800, to be split between the Trustee's Broker and the Buyer's real estate broker as follows: Trustee's Broker, Brent Houston of NextGEN Real Estate Corp in the amount of \$25,200 and Buyer's real estate broker, Debbie West of Keller Williams Realty, Newport Estates in the amount of \$12,600. • \$40,500 to the Trustee on behalf of the Estate (Carve-Out Amount). The Trustee on behalf of the Estate shall retain the Carve-Out Amount in the Estate free and clear of any liens of interests, to compensate the Estate <i>inter alia</i> for its efforts in connection with the sale of the Property. • Payment of closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including but not limited to escrow charges, title charges, documentary transfer taxes) without requiring the Estate to place any funds into escrow or have any continuing obligation to the senior lienholder. • Payment of the balance of the sale proceeds, if any, to Chase as the servicing agent for the senior lienholder. However, if the sale of the Property closes on a successful overbid, subject to Court and lender approvals, the lender and the Trustee will split the excess net sale proceeds beyond that of the Buyer's purchase offer.
<p>Bankruptcy Court Approval</p>	<p>The sale is expressly conditioned on approval of the United States Bankruptcy Court for the Central District of California and entry of final order approving this Sale Motion.</p>
<p>Final Approval From Lender</p>	<p>Except for the carve-out to the Estate, all other costs are subject to final acceptance and approval by Chase as the servicing agent for the senior leinholder.</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 acing 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.

1 2 3 4 5	Terms of Sale - Free and Clear of Liens and Encumbrances	The sale of the Property shall be free and clear of all liens, claims, interests and encumbrances pursuant to Bankruptcy Code Section 363(f). The Property shall be delivered to the Buyer free and clear of all liens and encumbrances. Out of an abundance of caution, any liens and interests against the Property that are not paid/resolved through escrow shall attach to the residual sale proceeds, if any , (but excluding the Estate's carve-out amount of \$40,500) 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
6 7 8	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.
9 10 11	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.

12 **H. Tax Consequences**

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

16 **I. Notice of Bidding Date and Deadline, Bidding Procedures and Process for** 17 **Closing on the Sale Transaction**

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

21 **1. Qualified Bidders and Bid Deadline.**

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

23 • Submit in writing and be received by the Trustee to the attention of Lynda
24 T. Bui on or before **4:00 p.m. (California time) October 28, 2013 (2 business days**
25 **before the Final Bidding Round date of October 30, 2013)** the interested buyer's
26 intent to participate in the overbidding process.

27 • Submit an overbid in writing of at least \$12,349.07 over the consideration
28 offered by the Buyer, or a total consideration of \$685,000.

• The overbid must be accompanied by certified funds in an amount equal
to three percent of the overbid purchase price.

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

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8 2. Bidding Terms and Final Bidding Round.

9 • The initial bid price shall be approximately \$12,349.07 over the
10 consideration offered by the Buyer, or a total consideration of \$685,000. Minimum bid
11 increments thereafter shall be \$5,000.

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

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

• If overbids are received from one or more Qualified Bidders, in order to
allow all Qualified Bidders and Buyer to increase their bids, a final bidding round shall
be conducted by the Trustee or her agent on **October 30, 2013 at 2:30 p.m.**, at the law
offices of Shulman Hodges & Bastian LLP located at 8105 Irvine Center Drive, Suite
600, Irvine, California 92618 ("Final Bidding Round").

• At the Final Bidding Round, all Qualified Bidders will be permitted to
increase their bids. The bidding shall start at the price proposed to be paid in the
highest Qualified Bid, as determined in Trustee's sole discretion, and continue in
increments of at least \$5,000.

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

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

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

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

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

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

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

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

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

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

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

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

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PROOF OF SERVICE OF DOCUMENT

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

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

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **October 18, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- 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*
- Ivan Trahan bkattorney@earthlink.net *Attorney for the Debtor*
- 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*) **October 18, 2013**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Servicer of Chase

Five Lakes Agency
P.O. Box 80730
Rochester, MI 48308

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*) **October 18, 2013**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy (via Messenger)

U.S. Bankruptcy Court
Attn: Honorable Deborah J. Saltzman
3420 Twelfth Street, Bin Outside of Courtroom 304
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.

October 18, 2013

Date

Erlanna Lohayza

Printed Name

/s/ Erlanna Lohayza

Signature

EMAIL SERVICE LIST

Interested Parties

Shervin Lalezary, Esq.
The Lalezary Firm
Email: lalezary@gmail.com

Joe Garrett
TDC Properties
Email: jgarrett@tdcproperties.com

Sandy Marquez
Re/Max Coastal Homes
Email: sandymar@pacbell.net

Gail Thompson
Harcourts TCG Real Estate
Email: gailthompsonct@gmail.com

Blanca Romo
Nextgen
Email: blanca.romo@ngres.com

Christian Fernandez
INC Real Estate Corp.
Email: chris@increalestatecorp.com

Greg Norris
The Bruce Norris Financial Group Inc.
Email: greg@thenorrisgroup.com

Bill M. Godwin
Keller Williams OC Coastal
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Chris Walker
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Gail Duchatte
Landmark Realty Services Inc.
Email: duchetta@aol.com

Barbara Gustavsen
Harcourts Prime Properties
Email: calkrisby@aol.com

Justin Tye
Active Realty Group
Email: jt@activerealtygroup.com

U.S. MAIL SERVICE LIST

Buyer

Douglas Gian
33 Riverside Lane
Riverside, CT 06876-1318

Buyer's Broker

Debbie West
Keller Williams Realty
2 San Joaquin Plaza, Suite 3100
Newport Beach, CA 92660

Trustee's Broker

Brent Houston
NextGEN Real Estate Corp.
14724 Ventura Boulevard, Suite 707
Sherman Oaks, CA 91403

Secured Party

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

Secured Party

Chase Bank
Attn Short Sale Department
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Secured Party

Mortgage Electronic Registration Systems, Inc.
as Nominee for Mortgageit, Inc. its Successors and Assigns
PO Box 2026
Flint, MI 48501

Secured Party

U.S. Bank National Association as Trustee for
WAMU Mortgage Pass Through Certificate WMALT Series 2007-OA3
700 Kansas Lane
MC 8000
Monroe, LA 71203

Additional Notice for Secured Party

Washington Mutual Bank, a Federal Association
2273 N. Green Valley Parkway, Suite 14
Henderson, NV 89014

Additional Notice for Secured Party

Chase
3415 Vision Drive
Columbus, OH 43219-6009

Additional Notice for Secured Party

Chase Home Finance LLC
Its Successors and/or Assigns
PO Box 100564
Florence, SC 29502

Additional Notice for Secured Party

JPMorgan Chase Bank, N.A.
c/o NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

CONTINUED ON FOLLOWING PAGE

U.S. MAIL SERVICE LIST, CONT.

Additional Notice for Secured Party

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

Interested Party

Flora Vista Subassociation
c/o Action Property Management, Inc.
2603 Main Street, Suite 500
Irvine, CA 92614-4261

Interested Party

Flora Vista Subassociation
c/o Feldsott & Lee
23161 Mill Creek Drive, Suite 300
Laguna Hills, CA 92653

DEBTOR

ELIZABETH OSBORNE
27573 DANDELION CT.
TEMECULA, CA 92591

ATTORNEY FOR THE DEBTOR

IVAN TRAHAN
IVAN TRAHAN ATTORNEY AT LAW
43471 RIDGE PARK DR STE A
TEMECULA, CA 92590

INTERESTED PARTY

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

COURT NOTICE MATRIX

AMERICAN INFOSOURCE LP AS
AGENT FOR
MIDLAND FUNDING LLC
PO BOX 268941
OKLAHOMA CITY, OK 73126-
8941

COURT NOTICE MATRIX

ASHFORD UNIVERSITY SAN
DIEGO
13500 EVENING CREEK N
SAN DIEGO, CA 92128

COURT NOTICE MATRIX

ASHFORD UNIVERSITY
400 N. BLUFF BLVD
CLINTON, IA 52732

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

BH FINANCIAL SERVICES
C/O KENNETH MIELE
8581 SANTA MONICA BLVD., #17
LOS ANGELES, CA 90069

RETURN TO SENDER

COURT NOTICE MATRIX
BANK OF AMERICA
40820 WINCHESTER RD.
TEMECULA, CA 92591

COURT NOTICE MATRIX

BEVERLY RADIOLOGY
PO BOX 240086
LOS ANGELES, CA 90024

COURT NOTICE MATRIX

BREASTLINK MEDICAL GROUP
2600 REDONDO AVE., STE. 405
LONG BEACH, CA 90806

COURT NOTICE MATRIX

CAPITAL MANAGEMENT SERVICES,
LP
LVNV FUNDING, LLC
726 EXCHANGE ST., #700
BUFFALO, NY 14210

COURT NOTICE MATRIX

CHASE MORTGAGE
PO BOX 78035
PHOENIX, AZ 85062

COURT NOTICE MATRIX

CITIBANK
PO BOX 790110 MS 504A
ST. LOUIS, MO 63179

COURT NOTICE MATRIX

CITIBANK
PROCESSING CENTER
DES MOINES, IA 50363

COURT NOTICE MATRIX
CITY OF SAN CLAMENTE
100 AVENIDA PRESIDIO
SAN CLAMENTE, CA 92672

COURT NOTICE MATRIX
CLARIENT AGE HEALTHCARE
PO BOX 748188
LOS ANGELES, CA 90074

COURT NOTICE MATRIX
DISCOVER BANK
DB SERVICING CORPORATION
PO BOX 3025
NEW ALBANY, OH 43054-3025

COURT NOTICE MATRIX
DISCOVER FINANCIAL
SERVICES LLC
PO BOX 3025
NEW ALBANY, OH 43054-3025

COURT NOTICE MATRIX
DISCOVER CARD
PO BOX 15316
WILMINGTON, DE 19850

COURT NOTICE MATRIX
ENHANCED RECOVERY
8014 BAYBERRY RD.
JACKSONVILLE, FL 32256

COURT NOTICE MATRIX
FELDSOTT AND LEE
23161 MILL CREEK DR., STE 300
LAGUNA HILLS, CA 92653

COURT NOTICE MATRIX
FINANCIAL RECOVERY
PO BOX 385908
MINNEAPOLIS, MN 55438

COURT NOTICE MATRIX
FIRST NATIONAL BANK OF OMAHA
PO BOX 2557
OMAHA, NE 68103

COURT NOTICE MATRIX
FIRST SOURCE
205 BRYANT WOODS S.
AMHERST, NY 14228

COURT NOTICE MATRIX
FLORA VISTA
C/O ACTION MANAGEMENT
PO BOX 25012
SANTA ANA, CA 92799

COURT NOTICE MATRIX
GEMB/CARE CREDIT
PO BOX 981439
EL PASO, TX 79998

COURT NOTICE MATRIX
JPMORGAN CHASE BANK, N.A.
C/O FIVE LAKES AGENCY, INC.
PO BOX 80730
ROCHESTER, MI 48308-0730

COURT NOTICE MATRIX
LVNV FUNDING, LLC ITS
SUCCESSORS AND ASSIGNS AS
ASSIGNEE OF SOARING CAPITAL,
LLC
RESURGENT CAPITAL SERVICES
PO BOX 10587
GREENVILLE, SC 29603-0587

COURT NOTICE MATRIX
LAB CORP.
C/O LCA
PO BOX 2240
BURLINGTON, NC 27216

COURT NOTICE MATRIX
MIDLAND CREDIT
MANAGEMENT
8875 AERO DR., STE. 200
SAN DIEGO, CA 92123

COURT NOTICE MATRIX
MONARCH RECOVERY
10965 DECATUR RD.
PHILADELPHIA, PA 19154

COURT NOTICE MATRIX
NELSON AND KENNARD
2180 HARVARD ST., STE. 160
PO BOX 13870
SACRAMENTO, CA 95853

COURT NOTICE MATRIX
ORIEN ANESTJHESIA
CONSULTANTS
PO BOX 3098
TORRANCE, CA 90510

COURT NOTICE MATRIX
PYOD, LLC ITS SUCCESSORS AND
ASSIGNS AS ASSIGNEE
OF CITIBANK, N.A.
RESURGENT CAPITAL SERVICES
PO BOX 19008
GREENVILLE, SC 29602

COURT NOTICE MATRIX
PATHOLOGY DIAGNOSTIC
PO BOX 2311
CHATSWORTH, CA 91313

COURT NOTICE MATRIX
RANCHO DEL RIO MASTER
ASSOCIATION
C/O STONECASTLE
COMMUNITY MANAGEMENT
2800 SAVI RANCH PKWY., STE.
214
YORBA LINDA, CA 92887

COURT NOTICE MATRIX
U. S BANK
PO BOX 790408
ST. LOUIS, MO 63179

COURT NOTICE MATRIX
US BANK
PO BOX 5229
CINCINNATI, OH 45201-5229

COURT NOTICE MATRIX
WESTERN HEALTH SERVICES
2108 OSBORNE ST., STE. 3
CANOGA PARK, CA 91304

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

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

RETURNED MAIL

DUPLICATE
COURT NOTICE MATRIX
BEVERLY RADIOLOGY
PO BOX 240086
LOS ANGELES, CA 90024

DUPLICATE
COURT NOTICE MATRIX
BREASTLINK MEDICAL
2600 REDONDO AVE, STE. 405
LONG BEACH, CA 90806

DUPLICATE
COURT NOTICE MATRIX
BREASTLINK MEDICAL
2600 REDONDO AVE., STE. 405
LONG BEACH, CA 90806

DUPLICATE
COURT NOTICE MATRIX
CHASE
PO BOX 78035
PHOENIX, AZ 85062