Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
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 ☒ *Individual appearing without attorney* ☐ *Attorney for:*	

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION

In re:	CASE NO.: 6:12-bk-31269-DS CHAPTER: 7
DINO R. COBO and LIZA DONOYAN COBO, Debtor(s).	**NOTICE OF SALE OF ESTATE PROPERTY**

Sale Date: Bids due by 01/14/2014 at 4:00 p.m. Final Bidding Round 01/17/2014 at 9:30 a.m. Court Hearing 01/30/2014 at 11:00 a.m.	**Time:**
Location: See Attached.	

Type of Sale: ☒ Public ☐ Private **Last date to file objections**: 01/16/2014

Description of property to be sold: Real Property located at 8037 Spring Hill Street, Chino, CA 91708

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 $229,629.50, which includes (1) a bankruptcy fee "carve-out" of $15,000 to be paid to the Estate, (2) real property taxes, (3) brokerage commissions, (5) closing costs, and (6) other monetary obligations the Estate as seller would normally pay at closing.
See attached for more information.

Proposed sale price: $ 229,629.50

Overbid procedure (*if any*): Bids due by 01/14/2014 at 4:00 pm., and Final Biding Round to be held on 01/17/2014 at 9:30 a.m., at the law offices of Shulman Hodges & Bastian LLP located at 8105 Irvine Center Drive, Suite 600, Irvine, CA 92618. SEE ATTACHED FOR MORE INFORMATION ON THE BIDDING PROCEDURES.

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

Janaury 30, 2014 at 11:00 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: (951) 275-9300
Facsimile: (951) 275-9303
Fax: (949) 340-3000
Email: trustee.bui@shbllp.com

Date: 11/27/2013

In re Dino R. Cobo and Liza Donoyan Cobo
Case No. 6:12-bk-31269-DS

Attachment to Notice of Sale of Estate Property:

I. INTRODUCTION

Lynda T. Bui, the Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Dino R. Cobo and Liza Donoyan ("Debtors"), is bringing a Motion for Order: (1) Authorizing the Short Sale of Real Property of the Estate, to the Highest Bidder, Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b) and (f), Combined With Notice of Bidding Procedures to Be Conducted Prior to the Court Hearing and Request for Approval of Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred ("Sale Motion").

Subject to the Final Bidding Round (defined below) to be conducted by the Trustee or her agent on **January 17, 2014 at 9:30 a.m.**, this is a **short sale** of real property located at 8037 Hill Street, Chino, CA 91708 ("Property"). The Trustee proposes to conduct the short sale free and clear of liens under Bankruptcy Code sections 363(f)(1), (2) and (5).

The Trustee has received an offer from Helvetica REO Investors XV LLC ("Buyer") to purchase the Property free and clear of all liens for total consideration of $229,629.50, which includes a proposed discounted payoff to the senior lienholder of $184,345.67, a proposed bankruptcy fee "carve-out" of $15,000 to be paid to the Estate and numerous other costs, including but not limited to escrow charges, title charges and documentary transfer taxes. All proposed payments through escrow on the sale are subject to the senior lienholder's approval. The Trustee anticipates the approval will be obtained prior to the hearing on the Sale Motion.

This is a true short sale as the total consideration is less than the total amount owed to the senior lienholder. To complete the short sale process, the agent for the

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senior lienholder on the Property, Green Tree Servicing, LLC[1] ("Green Tree"), has requested that the Trustee file this Sale Motion.[2] Thus, the Trustee believes that Green Tree as servicing agent for the senior lienholder will have no objection to the sale as proposed (i.e. the first priority lien will be paid at the reduced amount agreed to by the senior lienholder as full satisfaction of its lien, all approved costs will be paid through escrow and the Estate will receive the benefit of a proposed $15,000 carve-out.) The Trustee understands (and as is customary) that at closing, Green Tree may want to negotiate the final allowed or disallowed costs and/or the final payoff to the senior lienholder. Provided that the Estate receives the proposed $15,000 carve-out at closing, the Trustee requests authorization to work with and agree with the senior lienholder and its agent to resolve the allowance and disallowance of costs and/or payoff amounts as part of the escrow closing without the need for further notice, hearing or Court order. With the senior lienholder payoff increasing every month, the Trustee believes that the sale must not be delayed and the Property must be sold as soon as possible in order to maximize the benefit for the Estate.

If this Sale Motion is not approved, any and all benefit to the Estate will be completely lost as it is likely that the senior lienholder (who had filed a Notice of Trustee's Sale prior to the Petition Date) will foreclose on the Property on account of its underwater status and the delinquent obligations. As will be discussed further below, the Trustee believes that good cause exists to grant the Sale Motion so the Trustee does not lose this favorable business opportunity.

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[1] The preliminary title report indicates MERS, strictly as Nominee for K. Hovanian American Mortgage, LLC is the holder of the first trust deed on the Property and the current trustee under such deed of trust is Northwest Trustee Services, Inc. In their Schedules, the Debtors identified the holder of the first trust deed as being "Green Tree" who is represented by Northwest Trustee Services, Inc. The preliminary title report lists the second priority lien to be held by MERS, strictly Nominees for Countrywide Bank, FSB, a Federal Savings Bank. In their Schedules, the Debtors identified the holder of the second trust deed as being "Green Tree").

[2] The proposed payment to the senior lienholder and the Estate carve-out was indicated in the HUD-1 estimated closing statement included in the package submitted to the lienholder's agent. Following receipt of the proposed short sale package, to complete the short sale process, Green Tree has requested that the Trustee file the Sale Motion.

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II. RELEVANT FACTS

A. Case Commencement

The Debtors commenced their bankruptcy case under Chapter 7 by filing a Voluntary Petition on September 14, 2012.

Lynda T. Bui is the duly appointed, qualified and acting Chapter 7 trustee for the Estate.

B. The Property

An "asset"[3] of the Estate is the Debtors' interest in the Property located in San Bernardino County at 8037 Spring Hill Street, Chino, CA 91708. The Property is legally described as stated in the Preliminary Title Report dated January 18, 2013, a true and correct copy of which is attached as Exhibit 1 to the Declaration of Lynda T. Bui annexed to the Sale Motion ("Bui Declaration").

In their Schedules, the Debtors valued the Property at $277,000 and listed a first priority lien of $350,000,and a second priority lien of $43,080, both in favor of Green Tree. The Debtors have not claimed an exemption in the Property. True and correct copies of the Debtors' Schedules A, C and D are attached as Exhibit 2 to the Bui Declaration annexed to the Sale Motion.

C. Employment of Real Estate Broker

On November 5, 2012, the Trustee filed an application to employ Kristian Peter of San Diego REO Specials as her real estate broker ("Broker") ("Employment Application") (docket number 15) to assist her with effectively listing and marketing the Property for sale, as well as negotiating a short sale with the senior lienholder and sale price to prospective buyers to provide a benefit to the Estate. The listing agreement called for real estate commission to be paid of six percent of the sale price (includes fees for short sale negotiation). The Employment Application was approved pursuant to Court order entered on December 3, 2012 (docket number 18).

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[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.

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D. Basis for the Value of the Property

The Broker has more than ten years of experience in the sale of real property as well as property valuations and is familiar with valuing real property in today's economic environment. The Broker listed the Property on the MLS for $277,000 (the Debtor's scheduled value).

From his over ten years of experience with short sales, the Broker is aware that the lenders will often obtain their own appraisals or otherwise determine the fair market value of the subject real property before approving the short sale. It is also not uncommon for lenders to counter with the price they obtained the appraisal for if it is higher than the offer price. In this case, the short sale and proposed discounted payoff amount of $184,345.67 is anticipated to be approved by Green Tree as the servicing agent has requested that the Trustee file this Sale Motion. As such, the Broker believes that Green Trustee has or will have obtained its own appraisal of the Property – and will have determined the fair market value – before approving the short sale herein.

E. Marketing of the Property for Sale

The Property has been on the market for over one year. Following the listing of the Property for sale on the MLS, realtors and potential buyers were encouraged to present all offers. There were at least twenty-four inquiries and at least eight offers. The Broker reviewed all initial purchase offers for the Property. Following the review of the multiple offers, the Broker sent out requests to all interested parties and/or their agents to submit the highest and best bids for the Property. The Buyer's offer is the highest and best offer received by the Trustee following the Broker's bidding process.

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

From the Debtors' Schedules and the Preliminary Title Report the Trustee believes that the total liens against the Property exceed $393,000. The following chart sets forth and accounts for all of the recorded liens and encumbrances against the

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Property described in the Preliminary Title Report and their proposed treatment through the sale:

Creditor[4]	Description	Estimated Amount Owed	**Proposed** Payout Amount	Treatment of Lien Through the Sale
San Bernardino County Treasurer and Tax Collector	Real property taxes	$6,722.95 (delinquent taxes for 2012-2013), plus pro-rata taxes for current fiscal year of 2013-2014 (estimated at $2,774.88)	Payment in full of defaulted taxes and pro-rata payment on current tax bill.	All outstanding real property taxes will be paid in full through escrow on the sale transaction
Green Tree as servicing agent for the senior lienholder on the Property	Current beneficiary of a first priority deed of trust recorded October 5, 2005, recording number 2005-0748104. Listed in the Debtors' Schedules as being owed $350,000.	$350,000	$184,345.67 (or an amount as agreed to by Green Tree)	This lien will be paid through escrow on the sale of the Property in the amount approved by Green Tree 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.

[4] The preliminary title report indicates MERS, strictly as Nominee for K. Hovanian American Mortgage, LLC is the holder of the first trust deed on the Property and the current trustee under such deed of trust is Northwest Trustee Services, Inc. In their Schedules, the Debtors identified the holder of the first trust deed as being "Green Tree" who is represented by Northwest Trustee Services, Inc. The preliminary title report lists the second priority lien to be held by MERS, strictly Nominees for Countrywide Bank, FSB, a Federal Savings Bank. In their Schedules, the Debtors identified the holder of the second trust deed as being "Green Tree").

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Creditor[4]	Description	Estimated Amount Owed	**Proposed** Payout Amount	Treatment of Lien Through the Sale
Green Tree as servicing agent for the second priority lienholder on the Property	Current beneficiary of a second priority deed of trust recorded December 5, 2007, recording number 2007-0679913. Listed in the Debtors' Schedules as being owed $43,080.	$43,080	$.00	Pursuant to Bankruptcy Code sections 363(f)(1) and 363(f)(5) this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will attach to the sale proceeds, if any (but excluding the Estate's carve-out which amount is from the first priority lien.)

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

The Trustee has received the highest and best offer from the Buyer to purchase the Property for the total consideration of $229,629.50, which includes (1) a proposed discounted payoff to the senior lienholder of $184,345.67, (2) a bankruptcy fee "carve-out" of $15,000 to be paid to the Estate, (3) real property taxes, (4) brokerage commissions, (5) closing costs, and (6) other monetary obligations the Trustee on behalf of the Estate as the seller of the Property would normally need to pay at the close of escrow.[5] This is a true short sale as the carve-out for the Estate and the other costs of sale will be from funds that would otherwise go to the senior lienholder on the Property based on the large debt it is owed.

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 related addendum (collectively, the "Agreement") for which the Trustee is seeking Court approval. Attached as Exhibit 4 to the Bui Declaration annexed to the Sale

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

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Motion is a true and correct copy of the HUD-1 estimated settlement statement for the transaction.

A summary[6] of the terms and highlights of the Agreement between the Trustee and the Buyer are discussed below:

Buyer:	Helvetica REO Investors XV LLC 5927 Balfour Court, Suite 208 Carlsbad, CA 92008
Purchase Price:	Purchase price of $210,000. In addition, the Buyer will pay (1) a carve-out payment of $15,000 to the Estate, (2) all 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). **Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is $229,629.50.**
Escrow Holder and Escrow Closing Date:	The escrow holder shall be First California Escrow, 1110 Camino Del Mar, Suite G, Del Mar, CA 92104. Escrow is scheduled to close as soon as possible after Court approval of the sale.

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

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Costs of Sale and Payments Through Escrow (including Real Estate Agent Commission)[7]	• Outstanding real property taxes shall be paid.[8] • $184,345.67 to Green Tree as the servicing agent for the senior lienholder in full satisfaction of the first priority lien. • 6% broker's commission, or $12,600, 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 $8,400 and Buyer's real estate broker, Nick Emerson of Capital Vantage REI, Inc. in the amount of $4,200. • $15,000 to the Trustee on behalf of the Estate (Carve-Out Amount). The Trustee on behalf of the Estate shall retain the Carve-Out Amount in the Estate free and clear of any liens of interests, to compensate the Estate inter alia for its efforts in connection with the sale of the Property. • Payment of closing costs and other monetary obligations the Agreement requires the Trustee on behalf of the Estate as the seller of the Property to pay at the close of escrow (including but not limited to escrow charges, title charges, documentary transfer taxes) without requiring the Estate to place any funds into escrow or have any continuing obligation to the senior lienholder. • Payment of the balance of the sale proceeds, if any, to Green Trustee as the servicing agent for the senior lienholder. In the event the sale of the Property closes on a successful overbid, subject to Court and senior lienholder approvals, the senior lienholder and the Trustee will split the excess net sale proceeds beyond that of the Buyer's purchase offer.
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.
Final Approval From Senior Lienholder	Except for the carve-out to the Estate, all other costs are subject to final acceptance and approval by Green Tree as the servicing agent for the senior lienolder.
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 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 Debtors, their attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually, and her attorneys, the law firm for which she is associated, her agents and employees, arising or which might otherwise arise in the future concerning the Property

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

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

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Terms of Sale - Free and Clear of Liens and Encumbrances	The sale of the Property shall be free and clear of all liens, claims, interests and encumbrances pursuant to Bankruptcy Code Section 363(f). The Property shall be delivered to the Buyer free and clear of all liens and encumbrances. Out of an abundance of caution, any liens and interests against the Property that are not paid/resolved through escrow shall attach to the residual sale proceeds, **if any**, (but excluding the Estate's carve-out amount of $15,000) that may be generated through the sale with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale
Terms of Sale - Good Faith Finding	The proposed sale has been brought in good faith and has been negotiated on an "arms length" basis. The negotiations with the Buyer have resulted in an offer to sell the Estate's interest in the Property that will have substantial benefit. Accordingly, the sale is in good faith and should be approved. The Trustee shall request such a finding pursuant to Bankruptcy Code Section 363(m) at the hearing on this Sale Motion.
Terms of Sale - Waiver of Rule 6004(h)	The Trustee requests that the Court waive the fourteen-day stay of the order approving the sale of the Property under Federal Rules of Bankruptcy Procedure 6004(h) such that the sale of the Property can close as soon as possible after entry of the Court order approving the Sale Motion and the Agreement.

H. Tax Consequences

This is a short sale. The sale will be for less than the Debtors' original purchase price and improvement costs attributed to the Property. In addition, this Property appears to be the Debtors' primary residence. It is anticipated that there will be no tax liability generated from the sale.

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

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

1. Qualified Bidders and Bid Deadline.

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

- Submit in writing and be received by the Trustee to the attention of Lynda T. Bui on or before **4:00 p.m. (California time) January 14, 2014** the interested buyer's intent to participate in the overbidding process.

- Submit an overbid in writing of at least $10,000 over the consideration offered by the Buyer, or a total consideration of $239,629.50. **The bid shall also be without contingencies other than Bankruptcy Court approval for the sale. In other words, the Qualified Bidder shall have conducted its own inspection of the Property.**

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

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

2. Bidding Terms and Final Bidding Round.

- The initial bid price shall be at least **$10,000 over the consideration offered by the Buyer, or a total consideration of $239,629.50**. Minimum bid increments thereafter shall be $2,000.

- The Qualified Bidder must seek to acquire the Property on terms and conditions 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 Buyer's Agreement, including closing on the sale in the same time parameters as the Buyer.

- All competing bids must acknowledge that the Property is being sold on an "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 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, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement, the Buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtors, their attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually, and her attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Property.

- If overbids are received from one or more Qualified Bidders, in order to allow all Qualified Bidders and Buyer to increase their bids, a final bidding round shall be conducted by the Trustee or her agent on **January 17, 2104 at 9:30 A.M.,** at the law offices of Shulman Hodges & Bastian LLP located at 8105 Irvine Center Drive, Suite 600, Irvine, CA 92618 ("Final Bidding Round").

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

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

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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.

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

- At the Final Bidding Round, the Trustee shall (i) review each overbid on the basis of financial and contractual terms, fewest contingencies, factors relevant to the sale process including length of time to close sale, highest non-refundable deposit, and factors affecting the speed and certainty of consummating the sale, and (ii) in the 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").

- 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.

3. Court Approval of the Sale Transaction and Closing.

- 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 and if applicable, approval of the bids received from the First Back-Up Bidder and Second Back-Up Bidder.

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

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

- In the event First Back-Up Bidder fails to close on the sale of the Property 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 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 the Sale Motion.

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

The Bidding Procedures are fair and intended to provide for a "level playing field" for all prospective bidders. The Bidding Procedures establish a reasonable but expeditious timeline for allowing the Trustee to give notice of the proposed sale and qualified bidders to conduct reasonable due diligence and submit competing offers,

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thereby potentially generating additional value for the Property. As such, the Bidding Procedures should be approved.

Subject to Court and senior lienholder approvals, the senior lienholder and the Trustee will split the excess net sale proceeds in the event the sale of the Property closes on a Successful 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*) **November 27, 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***
- **Rabin J Pournazarian rabin@pricelawgroup.com, enotice@pricelawgroup.com *Attorney for the Debtors***
- **Ramesh Singh claims@recoverycorp.com *NEF for Interested Party***
- **United States Trustee (RS) ustpregion16.rs.ecf@usdoj.gov *Office of United States Trustee***

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date*) **November 27, 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*) **November 27, 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
US Bankruptcy Court, Hon Deborah Saltzman, 3420 Twelfth St., Bin Outside Courtroom 304, 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.

November 27, 2013	**Lorre Clapp**	**/s/ Lorre Clapp**
Date	*Printed Name*	*Signature*

U.S. MAIL SERVICE LIST

Buyer
Helvetica REO Investors XV LLC
Attn President or Managing Agent
5927 Balfour Court, Suite 208
Carlsbad, CA 92008

Buyer's Broker
Nick Emerson
Capital Vantage REI, Inc.
3655 Nobel Dr, Suite 650
San Diego, CA 82122

Trustee's Broker
Kristian Peter
SDREOS
2433 Fenton St Suite B
Chula Vista, CA 91914

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

Secured Party
Green Tree Servicing LLC
Attn President or Managing Agent
PO Box 6172
Rapid City SD 57709

Additional Notice for Secured Party
Returned – undeliverable
~~Green Tree Servicing LLC~~
~~Department 0008~~
~~Palatine, IL 60055-0008~~

Additional Notice for Secured Party
Northwest Trustee Services Inc
Attn President
1241 E Dyer Road Suite 250
File No. 7042.23409
Santa Ana, CA 92705

CONTINUED ON FOLLOWING PAGE

U.S. MAIL SERVICE LIST CONTINUED.

DEBTOR
DINO R. COBO
8037 SPRING HILL ST.
CHINO, CA 91708-7624

DEBTOR
LIZA DONOYAN COBO
8037 SPRING HILL ST.
CHINO, CA 91708-7624

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

COURT NOTICING MATRIX
AMERICAN INFOSOURCE LP AS AGENT FOR
TD BANK
PO BOX 24886
OKLAHOMA CITY, OK 73124-8866

COURT NOTICING MATRIX
AMERICAN INFOSOURCE LP AS AGENT FOR
TARGET
PO BOX 24886
OKLAHOMA CITY, OK 73124-8866

COURT NOTICING MATRIX
BANK OF AMERICA
LEGAL DEPARTMENT
1100 N. KING ST
WILMINGTON, DE 19884

COURT NOTICING MATRIX
BANK OF AMERICA
PO BOX 982238
EL PASO, TX 79998-2238

COURT NOTICING MATRIX
CAPITAL ONE
POST OFFICE BOX 85167
RICHMOND, VA 23285-5167

COURT NOTICING MATRIX
CAPTIAL ONE BANK (USA) NA
PO BOX 71083
CHARLOTTE, NC 28272-1083

COURT NOTICING MATRIX
CAPITAL ONE NA
C/O BECKET AND LEE LLP
POB 3001
MALVERN, PA 19355-0701

COURT NOTICING MATRIX
CAPITAL RECOVERY V LLC
C/O RECOVERY MANAGEMENT SYSTEMS CORP
25 SE 2ND AVENUE SUITE 1120
MIAMI, FL 33131-1605

COURT NOTICING MATRIX
CHASE BANK USA, N.A.
PO BOX 15145
WILMINGTON, DE 19850-5145

COURT NOTICING MATRIX
CHASE MANHATTAN
ATTN: BANKRUPTCY RESEARCH DEPT
3415 VISION DR
COLUMBUS, OH 43219

COURT NOTICING MATRIX
DISCOVER BANK
DB SERVICING CORPORATION
PO BOX 3025
NEW ALBANY, OH 43045-3025

COURT NOTICING MATRIX
DISCOVER FINANCIAL SERVICES LLC
PO BOX 3025
NEW ALBANY, OH 43045-3025

COURT NOTICING MATRIX
DISCOVER FINANCIAL SERVICES
POST OFFICE BOX 30943
SALT LAKE CITY, UT 84130

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

COURT NOTICING MATRIX
FIA CARD SERVICES NA
4161 PIDEMONT PARKWAY
NC4 105 03 14
GREENSBORO, NC 27410

COURT NOTICING MATRIX - UPDATED FROM GREEN TREE SERVICING LLC
GREEN TREE SERVICING LLC
ATTN PRESIDENT OR MANAGING AGENT
PO BOX 6172
RAPID CITY, SD 57709

COURT NOTICING MATRIX
KOHL'S CREDIT CENTER
P.O. BOX 3120
MILWAUKEE, WI 53201

COURT NOTICING MATRIX
NORDSTROM FSB
P O BOX 13589
SCOTTSDALE, AZ 85267

COURT NOTICING MATRIX
NORSTROM FSB
PO BOX 6566
ENGLEWOOD, CO 80155-6566

COURT NOTICING MATRIX
NORTHWEST TRUSTEE SERVICES INC
1241 E DYER ROAD, SUITE 250
FILE NO: 7042.23409
SANTA ANA, CA 92705

COURT NOTICING MATRIX
PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK, VA 23541-1067

COURT NOTICING MATRIX
QUANTUM3 GROUPU LLC AS AGENT FOR
COMENITY BANK
PO BOX 788
KIRKLAND, WA 98083-0788

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

COURT NOTICING MATRIX
TARGET CORPORATION
ATTN: BANKRUPTCY DEPT
3701 WAYZATA BLVD
MINNEAPOLIS, MN 55416

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

COURT NOTICING MATRIX
WFNNB-LANE BRYANT MO
PO BOX 659728
SAN ANTONIO, TX 78265-9728

COURT NOTICING MATRIX
ECAST SETTLEMENT CORPORATION,
ASSIGNEE OF
CHASE BANK USA NA
POB 29262
NEW YORK, NY 10087-9262

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 - SEE PREFERRED ADDRESS
COURT NOTICING MATRIX
US BANK
PO BOXX 5229
CINCINNATI, OH 45201-5229

RETURNED, UNDELIVERABLE
COURT NOTICING MATRIX
GREEN TREE
DEPARTMENT 0008
PALATINE, IL 60055-0008

RETURNED, NOT DELIVERABLE AS ADDRESSED
COURT NOTICING MATRIX
MACY'S DEPARTMENT STORES
ATTN: BANKRUPTCY DEPT.
6356 CORLEY ROAD
NORCROSS, GA 30071

RETURNED, UNDELIVERABLE
COURT NOTICING MATRIX
THE GAP/OLD NAVY/BANANA REPUBLIC
POST OFFICE BOX 981064
EL PASO, TX 79998-1064