

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:  DAVID H. HAMM dba H & H Construction, and DENISE I. HAMM,   Debtor(s).	CASE NO.: 6:12-bk-31447-MH CHAPTER: 7  <p style="text-align: center;"><b>AMENDED NOTICE OF SALE OF ESTATE PROPERTY</b></p>
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<b>Sale Date:</b> 06/26/2013	<b>Time:</b> 11:00 am
<b>Location:</b> Courtroom 303, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

**Type of Sale:**  Public  Private **Last date to file objections:** 06/12/2013

**Description of property to be sold:** Real Property located at 22855 Brentwood Street, Grand Terrace, CA 92313.

**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 \$204,641.37, which includes purchase price of \$185,000 plus a bankruptcy fee  
"carve-out" of \$15,000 to be paid to the Estate at the close of escrow.  
See attached for additional terms.

**Proposed sale price:** \$ 204,641.37

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):** Initial overbid amount of at least \$10,000 over the consideration offered by the Buyer, or total of \$214,641.37. Overbids must be in writing and be received by the Trustee to the attention of Lynda T. Bui on or before 4:00 p.m. (California time) on the date which is one day prior to the hearing on the Sale Motion. See Attached.

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

June 26, 2013 at 11:00 a.m.

Courtroom 303

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Lynda T. Bui, Chapter 7 Trustee

3750 University Ave., Ste. 670

Riverside, CA 92501

Telephone: (951) 275-9300

Facsimile: (951) 275-9303

Fax: (949) 340-3000

Email: trustee.bui@shbllp.com

Date: 06/14/2013

1 **In re David H. Hamm and Denise I. Hamm**  
2 **Case No. 6:12-bk-31447-MH**

3 **Attachment to Amended 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 David H. Hamm and Denise I. Hamm ("Debtors"), has filed Motion for  
7 Order: (1) Approving the Short Sale of Real Property of the Estate Free and Clear of  
8 Liens Pursuant to Bankruptcy Code §§ 363(b) and (f); (2) Approving Payment of Real  
9 Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to  
10 Reimburse Trustee for Actual Costs Incurred ("Sale Motion").

11 This a **short sale** of the real property located at 22855 Brentwood Street, Grand  
12 Terrace, CA 92313 ("Property"). The Trustee has received an offer from SDNY, LLC  
13 ("Buyer") to purchase the Property free and clear of all liens for total consideration of  
14 \$204,641.37, which includes purchase price of \$185,000 plus a bankruptcy fee "carve-  
15 out" of \$15,000 to be paid to the Estate at the close of escrow. The carve-out is from  
16 funds that would otherwise go to the first trust deed holder on the Property based on the  
17 large debt its owed.

18 The Property has been on the market for over four months and while there has  
19 been some interest, the Buyer's offer is the highest and best offer received thus far by  
20 the Trustee.<sup>1</sup> With the secured lender payoff increasing every month, the Trustee  
21 believes the Property must be sold as soon as possible in order to maximize the benefit  
22 of the Estate.

23 The creditor holding the first priority lien on the Property, Ocwen Loan Servicing,  
24 LLC ("Ocwen")<sup>2</sup> approved a short sale of the Property to buyer Canterbury Lots-68, LLC

25 <sup>1</sup> The original high and best offer was for \$165,000 from the Buyer. However, once the  
26 Trustee found out that OCWEN approved a sale price of \$185,000, the Trustee was able to  
27 obtain an agreement from the Buyer to increase the sale price.

28 <sup>2</sup> The preliminary title report on the Property indicates Sand Canyon f/k/a Option One  
Mortgage Corporation is the current assignee of the first trust deed on the Property. In their  
Bankruptcy Schedules, the Debtors identified the holder of the first trust deed on the Property as  
being American Home Mtg. Srv. The Trustee is advised that Ocwen Loan Servicing, LLC is the  
servicing agent for the first trust deed lienholder on the Property.

1 for purchase price of \$185,000 submitted by the Debtors (without the Trustee's  
2 knowledge or consent). Ocwen recently advised the Trustee of the approval. Based on  
3 that, the Trustee has obtained an offer from the Buyer for the same approved sale price  
4 of \$185,000. The Trustee believes that Ocwen (and even the Debtors) will have no  
5 objection to the Trustee's proposed sale as all terms of the earlier approved short sale  
6 to the Debtors have been met (i.e. Ocwen will receive payment of \$163,982.50 as full  
7 satisfaction of its lien, American General Finance Services, Inc.<sup>3</sup> will receive payment of  
8 \$6,000 as full satisfaction of its lien, the Debtors will receive \$3,000 for relocation  
9 assistance, and all other approved costs will be paid through escrow). In addition to the  
10 above payments, the proposed sale of the Property will provide the Estate with the  
11 benefit of a \$15,000 carve-out.

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

## 19 II. RELEVANT FACTS

### 20 A. Case Commencement

21 The Debtors commenced this bankruptcy case under Chapter 7 by filing a  
22 Voluntary Petition on September 17, 2012.

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

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28 <sup>3</sup> The Preliminary Title Report on the Property indicates that the second trust deed holder  
is American General Finance Services, Inc.. The Trustee is advised that American General  
Finance Services, Inc. is now known as Spring Leaf Financial.

1 **B. The Property**

2 The principal asset of the Estate is the Debtors' interest in the Property located in  
3 San Bernardino County at 22855 Brentwood Street, Grand Terrace, CA 92313. The  
4 Property is legally described as stated in the Preliminary Title Report dated April 5,  
5 2013, a true and correct copy of which is attached as **Exhibit 1 to Declaration of**  
6 **Lynda T. Bui annexed to the Sale Motion** ("Bui Declaration").

7 The Debtors' Bankruptcy Schedules A and D reflect value of the Property and the  
8 lien amounts encumbering the Property as follows:

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<u>Property</u>	<u>Schedule A Value</u>	<u>Schedule D Lien Amounts</u>
11 Residential : 12 22855 Brentwood Street 13 Grand Terrace, CA 92313	\$205,000	American Home Mtg Srv, First Trust Deed (currently Ocwen): \$499,598  American General Finance: Second Trust Deed: \$21,423 Total Liens: \$521,021

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16 A true and correct copy of the Debtors' bankruptcy schedules A and D are attached to  
17 the as **Exhibit 2 to the Bui Declaration Annexed to the Sale Motion**.

18 Ocwen approved a short sale of the Property submitted by the Debtors. (The  
19 Short Sale Approval Letter is attached as **Exhibit 3 to the Bui Declaration Annexed to**  
20 **the Sale Motion**.) The Debtors submitted the request for short sale approval without  
21 the Trustee's knowledge or approval. The Trustee has not abandoned the Estate's  
22 interest in the Property and the Debtors do not have the authority to conduct a sale of  
23 the Property. The Trustee's proposed sale of the Property described below will meet  
24 the short sale requirements of Ocwen (i.e., Ocwen will receive payment of \$163,982.50)  
25 and therefore the Trustee believes that Ocwen will have no objection to the Trustee's  
26 proposed sale to a different purchaser.

27 At the initial meeting of creditors on October 26, 2012, the Debtors testified that  
28 they were not current and have not been current on their mortgage payments on the

1 Property for months. In fact, Ocwen filed its Notice of Default on May 16, 2012 and  
2 recorded its Notice of Trustee's Sale on August 22, 2012.

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

5 On March 19, 2013, the Trustee filed an application to employ Kristian Peter of  
6 San Diego REO Specialists (now known as Bankruptcy Short Sale Solutions) as her  
7 real estate broker ("Broker") ("Employment Application") (docket no. 29) to assist her  
8 with effectively listing and marketing the Property for sale, as well as negotiating a short  
9 sale Ocwen and sale price to prospective buyers to provide a benefit to the Estate. The  
10 listing agreement called for real estate commission to be paid of six percent of the sale  
11 price (includes a one percent short sale negotiation fee). The Employment Application  
12 was approved pursuant to Court order entered on April 22, 2013 (docket number 32).

13 The Broker has more than ten years of experience in the sale of real property as  
14 well as property valuations and is familiar with valuing real property in today's economic  
15 environment. The Broker listed the Property on the MLS for \$256,167. It was also  
16 agreed that if no buyer was found, the Property listing price would be adjusted.

17 The Broker received at least two offers to purchase the Property and sent out  
18 requests to all those that submitted offers to submit their highest and best offers and  
19 sign all the bankruptcy requirements. The Buyers' offer presented in this Sale Motion is  
20 the best offer that the Trustee received.

21 From his over ten years of experience with short sales, the Broker is aware that  
22 the lenders will often obtain their own appraisals or otherwise determine the fair market  
23 value of the subject real property before approving the short sale. As such, the Broker  
24 believes that Ocwen obtained its own appraisal of the Property before approving the  
25 short sale and Ocwen has determined that the sale price presented by Debtors of  
26 \$185,000 was for fair market value. The Trustee's Buyer has also agreed to purchase  
27 the Property for \$185,000 but has also agreed to payment of the \$15,000 carve-out to  
28 the Estate.

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

The Trustee has reviewed the Preliminary Title Report dated April 5, 2013, a copy of which is attached to the Bui Declaration as **Exhibit 1**. From the Debtors' Schedules and the Preliminary Title Report the Trustee believes that the total liens against the Property exceed \$525,000. The following chart sets forth and accounts for all of the recorded liens and encumbrances against the Property described in the Preliminary Title Report and their proposed treatment through the sale:

<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
San Bernardino County Treasurer and Tax Collector	Real property taxes	\$60.87	\$60.87	All outstanding real property taxes will be paid in full through escrow on the sale transaction
Ocwen Loan Servicing, LLC <sup>4</sup>	First priority deed of trust (recorded June 30, 2006); listed on the Debtor's Schedule D as owing \$499,598	\$499,598	\$163,982.50	This lien will be paid through escrow on the sale of the Property in the amount approved by Ocwen. 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 <b>not</b> attach to the sale proceeds.

<sup>4</sup> The preliminary title report on the Property indicates Sand Canyon f/k/a Option One Mortgage Corporation is the current assignee of the first trust deed on the Property. In their Bankruptcy Schedules, the Debtors identified the holder of the first trust deed on the Property as being American Home Mtg. Srv. The Trustee is advised that Ocwen Loan Servicing, LLC is the servicing agent for the first trust deed lienholder on the Property.

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<u>Creditor</u>	<u>Description</u>	<u>Estimated Amount Owed</u>	<u>Proposed Payout Amount</u>	<u>Treatment of Lien Through the Sale</u>
American General Finance Services, Inc. <sup>5</sup>	Second priority deed of trust (recorded July 31, 2006); listed on the Debtors' Schedule D as owing \$21,423.	\$21,423	\$6,000	As set forth in the Ocwen Approval Letter, the Trustee is proposing to pay American General Finance Services, Inc. (referred to as Spring Leaf Financial in the title report) \$6,000 <b>in full satisfaction of the obligation</b> under this lien.  The Trustee believes that American General Finance Service, Inc. will agree to a payment that is less than the amount owed given that the creditor is a junior lienholder on the underwater Property.  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 <b>not</b> attach to the sale proceeds.
Capital One Bank (USA) NA	Abstract of Judgment (recorded July 6, 2011) in the amount of \$3,557.78	\$3,557.78	\$0.00	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 <b>not</b> attach to the sale proceeds.

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<sup>5</sup> The Preliminary Title Report on the Property indicates that the second trust deed holder is American General Finance Services, Inc.. The Trustee is advised that American General Finance Services, Inc. is now known as Spring Leaf Financial.

1 **E. Summary of the Purchase Offer and Summary of the Sale Terms**

2 The Trustee has received an offer from the Buyer to purchase the Property for  
3 the sale price of \$185,000, plus a bankruptcy fee carve-out of \$15,000 to be paid  
4 directly to the Estate on the close of escrow. Attached as **Exhibit 4** to the **Bui**  
5 **Declaration Annexed to the Sale Motion** is a true and correct copy of the Residential  
6 Purchase Agreement and Joint Escrow Instructions and Counter Offers and related  
7 addendum (collectively, the "Agreement") for which the Trustee is seeking Court  
8 approval.

9 A summary<sup>6</sup> of the terms and highlights of the Agreement between the Trustee  
10 and the Buyer are discussed below:

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12	Buyer:	SDNY, LLC, 2220 Otay Lakes Rd., Suite 502, PBM 106, Chula Vista, CA 91915-1009
13	Purchase Price:	\$185,000, plus a carve-out payment of \$15,000 to the Estate.
14		The Lender has agreed to reduce its loan balances by an amount sufficient to permit the proceeds of the sale to pay the Lender's loan balances (as reduced), real property taxes, brokerage commissions, 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 Lender.
15		Cash to be paid by the Buyer at closing – the total consideration to be paid by the Buyer is \$204,641.37.
16	Escrow Holder and Escrow Closing Date:	The escrow holder shall be First California Escrow, 1110 Camino del Mar, Suite G, Del Mar, CA 92014. Escrow is scheduled to close by July 8, 2013 pursuant to the requirement of Ocwen in the Short Sale Approval Letter.
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28 <sup>6</sup> 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"> <li>• Outstanding real property taxes shall be paid (estimated at \$60.87).<sup>8</sup></li> <li>• \$6,000 to American General Finance Services, Inc. (referred to as Spring Leaf Financial in the title report) in full satisfaction of its second priority lien.</li> <li>• 6% broker's commission, or \$11,100 to be split between the Trustee's Broker and the Buyer's real estate broker, Summit Realty Group.</li> <li>• All typical and customary costs of sale as are ordinary in the State of California and the County of San Bernardino (where the Property is located) to be paid by a seller of real estate (including title insurance and escrow costs).</li> <li>• \$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.</li> <li>• \$3,000 to the Debtors for the relocation assistance payment approved by Ocwen.</li> <li>• Up to \$2,775 of closing costs not paid by Buyer's lender.</li> <li>• The balance of the sale proceeds (no less than \$163,692.50) will be paid to the senior lienholder, Ocwen.</li> </ul>
<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>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 he is purchasing the Property as a result of his 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 himself, his heirs, successors and assigns, all claims against the Debtor, his 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</p>

<sup>7</sup> 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.

<sup>8</sup> 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, <b>if any</b> , (but excluding the 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
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.

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13 **F. Notice of Bidding Procedures**

14 The Trustee believes it would benefit the Estate and Ocwen to permit all  
15 interested parties to receive information and bid for the Property. Accordingly, in order  
16 to obtain the highest and best offer for the Property, the Trustee seeks Court approval  
17 of the following bidding procedures ("Bidding Procedures"):

18 • In order to entertain an overbid, potential overbidders must bid an initial  
19 amount of at least \$10,000 over the consideration offered by the Buyer, or total  
20 consideration of \$214,641.37 to cover the Estate's carve-out fee, the payments to the  
secured lenders and all typical and customary costs of sale as are ordinary in the  
County where the Property is located to be paid by a seller of real estate, including title  
insurance and escrow costs. Minimum bid increments thereafter shall be \$1,000.

21 • Overbids must be in writing and be received by the Trustee to the  
22 attention of Lynda T. Bui on or before **4:00 p.m. (California time) on the date which is  
one day prior to the hearing on the Sale Motion.**

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

25 • The overbidder must also provide evidence of having sufficient specifically  
26 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.

27 • The overbidder must seek to acquire the Property on terms and conditions  
28 not less favorable to the Estate than the terms and conditions to which the Buyer has  
agreed to purchase the Property as set forth in the Agreement attached as **Exhibit 4** to

1 the Bui Declaration annexed to the Sale Motion including closing on the sale of the  
2 Property in the same time parameters as the Buyer.

3 • All competing bids must acknowledge that the Property is being sold on an  
4 "AS IS" basis without warranties of any kind, expressed or implied, being given by the  
5 Seller, concerning the condition of the Property or the quality of the title thereto, or any  
6 other matters relating to the Property. The competing bid buyer must represent and  
7 warrant that he/she is purchasing the Property as a result of their own investigations  
8 and are not buying the Property pursuant to any representation made by any broker,  
9 agent, accountant, attorney or employee acting at the direction, or on the behalf of the  
10 Seller. The competing bidder must acknowledge that he/she has inspected the  
11 Property, and upon closing of Escrow governed by the Agreement, the Buyer forever  
12 waives, for himself/herself, their heirs, successors and assigns, all claims against the  
13 Debtors, their attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee  
14 and individually, and her attorneys, agents and employees, arising or which might  
15 otherwise arise in the future concerning the Property.

16 • If overbids are received, the final bidding round for the Property shall be  
17 held at the hearing on the Sale Motion in order to allow all potential bidders the  
18 opportunity to overbid and purchase the Property. At the final bidding round, the  
19 Trustee or her counsel will, in the exercise of their business judgment and subject to  
20 Court approval, accept the bidder who has made the highest and best offer to purchase  
21 the Property, consistent with the Bidding Procedures ("Successful Bidder").

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

26 • In the event the Successful Bidder fails to close on the sale of the Property  
27 within the time parameters approved by the Court, the Trustee shall retain the  
28 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 approved by the Court at the hearing on the Sale Motion ("First Back-Up  
Bidder").

• 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 approved by the Court at the hearing on the Sale Motion ("Second Back-  
Up Bidder").

## 23 **G. Tax Consequences**

24 This is a short sale. The sale will be for less than the Debtors' original purchase  
25 price and improvement costs attributed to the Property. It is anticipated that there will  
26 be no tax liability generated from the sale.  
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## PROOF OF SERVICE OF DOCUMENT

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

A true and correct copy of the foregoing document entitled (*specify*): **AMENDED 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 14, 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**
- **Shervin Lalezary** lalezary@gmail.com **Attorney for Interested Party**
- **Dale Parham** wptmriv@4bankruptcy.com **Attorney for the Debtors**
- **Sundee M Teeple** jeffsw@4bankruptcy.com **Attorney for the Debtors**
- **United States Trustee (RS)** ustprejon16.rs.ecf@usdoj.gov **Office of the United States Trustee**

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) **June 14, 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*) **June 14, 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  
Honorable Mark Houle  
3420 Twelfth Street – Bin Outside Courtroom 303  
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 14, 2013**  
Date

**Lorre Clapp**  
Printed Name

**/s/ Lorre Clapp**  
Signature

**U.S. MAIL SERVICE LIST**

**Buyer**

SDNY, LLC - Attn Harvey Castellano  
2220 Otay Lakes Rd Ste 502  
PBM 106  
Chula Vista, CA 91915-1009

**Buyer's Broker**

Summit Realty Group - Erika Rojas  
177 Riverside Ave  
Newport Beach, CA 92663

**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**

Ocwen Loan Servicing, LLC  
Kathleen W. Robinson, Sr. Manager Foreclosure Alternatives  
1661 Worthington Road Suite 100  
West Palm Beach, FL 33409

**Additional Notice**

Sand Canyon f/k/a Option One Mortgage Corporation  
c/o Ocwen Loan Servicing, LLC  
Kathleen W. Robinson, Sr. Manager Foreclosure Alternatives  
1661 Worthington Road Suite 100  
West Palm Beach, FL 33409

**Secured Party**

American General Finance Services, Inc.  
c/o Spring Leaf Financial Services  
PO Box 3251  
Evansville, IN 47731-3251

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Richard E. Golden, Esq.  
Laura M. D'Anna, Esq.  
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Encino, CA 91436

**Attorney for Interested Bidder**

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

**CONTINUED ON FOLLOWING PAGE**

**U.S. MAIL SERVICE LIST CONTINUED.**

**DEBTOR**

DAVID H. HAMM  
22855 BRENTWOOD ST.  
GRAND TERRACE, CA 92313-4908

**ATTORNEY FOR THE DEBTORS**

SUNDEE M TEEPLE ESQ  
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**COURT NOTICE MATRIX**

AMERICAN GENERAL FINAN  
PO BOX 3251  
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**COURT NOTICE MATRIX**

ASPIRE/CB&T  
ATTN: CARDHOLDER SERVICES  
P.O. BOX 105555  
ATLANTA, GA 30348

**COURT NOTICE MATRIX**

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

**COURT NOTICE MATRIX**

FCNB MSTR TR  
9300 SW GEMINI DR.  
BEAVERTON, OR 97008

**COURT NOTICE MATRIX**

MAIN STREET ACQUISITION CORP,  
ASSIGNEE  
OF CREDIT ONE BANK NA  
C/O BECKET AND LEE LLP  
POB 3001  
MALVERN, PA 19355-0701

**COURT NOTICE MATRIX**

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

**NOTICE PURPOSES**

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

**NO ADDRESS**

**COURT NOTICE MATRIX**

METABNK/FHUT

**DEBTOR**

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**INTERESTED PARTY**

UNITED STATES TRUSTEE (RS)  
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RIVERSIDE, CA 92501-3200

**COURT NOTICE MATRIX**

AMERICAN HOME MTG SRV  
AHMSI / ATTENTION: BANKRUPTCY  
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IRVING, TX 75063

**COURT NOTICE MATRIX**

CALVARY PORTFOLIO SERVICES  
ATTENTION: BANKRUPTCY DEPARTMENT  
500 SUMMIT LAKE DR. SUITE 400  
VALHALLA, NY 10595

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

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MAIN STREET ACQUISITION  
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LAS VEGAS, NV 89109

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MERRICK BK  
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P.O. BOX 9201  
OLD BETHPAGE, NY 11804

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NORFOLK, VA 23541

**NOTICE PURPOSES**

CALIFORNIA FRANCHISE TAX BOARD  
BANKRUPTCY SECTION, MS: A-340  
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CAROL STREAM, IL 60197

**COURT NOTICE MATRIX**

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SHAMROCK/VALE  
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AMARILLO, TX 79105

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**COURT NOTICE MATRIX**

SPRINGLEAF FINANCIAL S  
2075 E HIGHLAND AVE STE  
SAN BERNARDINO, CA 92404

RETURNED MAIL