

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: SOLOMON K. PARKER and LOURDES M. PARKER, Debtor(s).	CASE NO.: 6:13-bk-16203-MJ CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Bids due by 12/4/2013 at 4:00 p.m.

Sale Date: Final Bidding Round 12/6/2013 at 9:30 a.m. Court Hearing 12/10/2013 at 10:00 a.m.	Time:
Location: See Attached.	

Type of Sale: Public Private **Last date to file objections:** 11/26/2013

Description of property to be sold: Real Property located at 13908 Nettle Street, Hesperia, CA 92345

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 \$162,187.50, which includes (1) a bankruptcy fee "carve-out" of \$15,000 to be paid to the Estate, (2) relocation assistance payment to the Debtors of \$3,000, (3) real property taxes, (4) 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: \$ 162,187.50

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): Bids due by 12/4/2013 at 4:00 pm., and Final Biding Round to be held on 12/6/2013 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:

December 10, 2013 at 10:00 a.m.

Courtroom 301

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: 11/14/2013

1 **In re Solomon K. Parker and Lourdes M. Parker**
2 **Case No. 6:13-bk-16203-MJ**

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 Solomon K. Parker and Lourdes M. Parker ("Debtors"), is bringing a Motion
7 for Order: (1) Authorizing the Short Sale of Real Property of the Estate, to the Highest
8 Bidder, Free and Clear of Liens Pursuant to Bankruptcy Code §§ 363(b) and (f),
9 Combined With Notice of Bidding Procedures to Be Conducted Prior to the Court
10 Hearing and Request for Approval of Bidding Procedures Utilized; (2) Approving
11 Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of
12 Sale Proceeds to Reimburse Trustee for 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 **December 6, 2013** as set forth below, this is a **short sale** of
15 real property located at 13908 Nettle Street Hesperia, CA 92345 ("Property"). The
16 Trustee proposes to conduct the short sale free and clear of liens under Bankruptcy
17 Code sections 363(f)(1), (2) and (5).

18 The Trustee has received an offer from Kelly Ma and Tony Zhou (collectively,
19 "Buyer") to purchase the Property free and clear of all liens for total consideration of
20 \$162,187.50, which includes a discounted payoff to the senior lienholder¹ of
21 \$118,292.80. a discounted payoff to the junior lienholder of \$8,500 (which has been
22 approved by the lienholders), a bankruptcy fee "carve-out" of \$15,000 to be paid to the
23 Estate, a relocation assistance payment to the Debtors of \$3,000, and numerous other
24 costs.² This is a true short sale as the total consideration is less than the total amount
25 owed to the senior lienholder.

26 ¹ As set forth below, the preliminary title report on the Property indicates HSBC is both the
27 senior lienholder and junior lienholder.

28 ² Including but not limited to escrow charges, title charges, documentary transfer taxes.

1 As set forth in the Declaration of Brent Houston annexed to the Sale Motion
2 (“Houston Declaration”), the short sale and discounted payoff amounts has been
3 approved by HSBC Bank USA, N.A. (“HSBC”), the senior and junior lienholder on the
4 Property. Based on this, the Trustee believes that the HSBC will have no objection to
5 the Sale Motion. The Trustee understands (and is customary in the short sale industry)
6 that at closing, the senior lienholder may want to change and/or negotiate the final
7 allowed or disallowed costs and/or the final payoff to the lender. Provided that the
8 Estate receives the \$15,000 carve-out at closing (or an amount as increased by any
9 overbid), the Trustee requests authorization to work with and agree with the senior
10 lienholder to resolve the allowance and disallowance of costs and/or payoff amounts as
11 part of the escrow closing without the need for further notice, hearing or Court order.
12 With the senior lienholder payoff increasing every month, the Trustee believes that the
13 sale must not be delayed and the Property must be sold as soon as possible in order to
14 maximize the benefit for the Estate.

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

20 **II. RELEVANT FACTS**

21 **A. Case Commencement**

22 The Debtors commenced their bankruptcy case under Chapter 7 by filing a
23 Petition on April 5, 2013.

24 Lynda Bui is the duly appointed, qualified and acting Chapter 7 trustee for the
25 Debtors’ Estate.

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1 **B. The Property**

2 An “asset”³ of the Estate is the Debtors’ interest in the Property located at 13908
3 Nettle Street, Hesperia, CA 92345⁴ (San Bernardino County). The Property is legally
4 described as stated in the Preliminary Title Report dated September 25, 2013, a true
5 and correct copy of which is attached as Exhibit 1 to the Declaration of Lynda T. Bui
6 annexed to the Sale Motion (“Bui Declaration”).

7 In their Schedules, the Debtors valued the Property at \$144,500 and listed a
8 senior lien of \$300,615 and a junior lien of \$30,550, both in favor of HSBC. Although
9 the Property is listed as being their residence, the Debtors have not claimed an
10 exemption in the Property. True and correct copies of the Debtors’ Schedules A, C and
11 D are attached as Exhibit 2 to the Bui Declaration annexed to the Sale Motion.

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

13 On May 30, 2013, the Trustee filed an application to employ Brent Houston of
14 NextGEN Real Estate Corp as her real estate broker (“Broker”) (“Employment
15 Application”) (docket number 13) to assist her with effectively listing and marketing the
16 Property for sale, as well as negotiating a short sale with the secured lenders and sale
17 price to prospective buyers to provide a benefit to the Estate. The listing agreement
18 called for real estate commission to be paid of six percent of the sale price (includes
19 fees for short sale negotiation). The Employment Application was approved pursuant
20 to Court order entered on June 20, 2013 (docket number 20).

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

22 The Broker has more than ten years of experience in the sale of real property as
23 well as property valuations and is familiar with valuing real property in today’s economic
24 environment. The Broker listed the Property on the MLS for \$145,000 (which is also the
25 Debtors’ scheduled value).

26 ³ It should be noted that on its face, the Property has no equity. Through Trustee’s and her
27 Broker’s hard work, the Trustee has created an “asset” of a case that is otherwise is a no
“asset” case.

28 ⁴ The Title Report indicates that the zip code for the Property is “92345”. The Debtors’
Schedules indicate that the zip code is “92344”

1 From his over ten years of experience with short sales, the Broker is aware that
2 the lenders will often obtain their own appraisals or otherwise determine the fair market
3 value of the subject real property before approving the short sale. It is also not
4 uncommon for lenders to counter with the price they obtained the appraisal for if it is
5 higher than the offer price. In this case, as set forth in the Houston Declaration, the
6 short sale discounted payoff amount of \$118,292.80 has been approved by HSBC. As
7 such, the Broker believes that HSBC obtained its own appraisal of the Property – and
8 already determined the fair market value – before approving the short sale herein.

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

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

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

19 From the Debtors' Schedules and the Preliminary Title Report the Trustee
20 believes that the total liens against the Property exceed \$331,165. The following chart
21 sets forth and accounts for all of the recorded liens and encumbrances against the
22 Property described in the Preliminary Title Report and their proposed treatment through
23 the sale:

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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>
San Bernardino Treasurer and Tax Collector	Real property taxes	\$1,006.10 (estimated pro-rata taxes)	\$1,006.10	All outstanding real property taxes will be paid in full through escrow on the sale transaction
HSBC	Current beneficiary of a first priority deed of trust recorded March 29, 2007, recording number 2007-193916. Listed in the Debtors' Schedules as being owed \$300,615.	\$300,615	\$118,292.80	This lien will be paid through escrow on the sale of the Property in the amount approved by HSBC. 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.
HSBC	Current beneficiary of a second priority deed of trust recorded March 29, 2007, recording number 2007-193917. Listed in the Debtors' Schedules as being owed \$30,550.	\$30,550.00	\$8,500.00	This lien will be paid through escrow on the sale of the Property in the amount approved by HSBC. 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.

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 \$162,187.50, which includes a bankruptcy fee “carve-out” of \$15,000 to be paid to the Estate and all 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

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

1 costs of sale will be from funds that would otherwise go to the senior lienholder on the
2 Property based on the large debt it is owed.

3 Attached as Exhibit 3 to the Bui Declaration annexed to the Sale Motion is a true
4 and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions
5 and related addendum (collectively, the "Agreement") for which the Trustee is seeking
6 Court approval. Attached as Exhibit 4 to the Bui Declaration annexed to the Sale
7 Motion is a true and correct copy of the HUD-1 estimated settlement statement for the
8 transaction.

9 A summary⁶ of the terms and highlights of the Agreement between the Trustee
10 and the Buyer are discussed below:

11	
12 Buyer:	Kelly Ma and Tony Zhou 3038 Blazing Star Drive Thousand Oaks, CA 91362
13	
14 Purchase Price:	Purchase price of \$ 146,000. In addition, the Buyer will pay sufficient 15 funds to provide for (1) a bankruptcy fee "carve-out" of \$15,000 to be 16 paid to the Estate, (2) a relocation assistance payment to the Debtors 17 of \$3,000 (3) real property taxes, (5) brokerage commissions, (6) 18 closing costs, and (7) other monetary obligations the Agreement 19 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 \$162,187.50.
20 Escrow Holder and Escrow Closing Date:	Cavalcade Escrow 17480 E. 17 th Street #101 Tustin, CA 92780. Escrow is scheduled to close as soon as possible after Court approval of the Sale Motion.
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28 ⁶ 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) ⁷</p>	<ul style="list-style-type: none"> • Outstanding real property taxes shall be paid.⁸ • \$118,292.80 to HSBC in full satisfaction of the first priority lien. • \$8,500 to HSBC in full satisfaction of the second priority lien. • 6% broker's commission, or \$ 8,760, 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 \$5,840, and Buyer's real estate broker, Blanca Romo of NextGEN Real Estate Corp in the amount of \$2,920. • \$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. • A relocation assistance payment to the Debtors of \$3,000. • 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 the senior lienholder HSBC. 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 senior lienholder HSBC.</p>

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.

1 2 3 4 5 6 7 8 9	Terms of Sale - Purchase Without Warranties	Buyer acknowledges that Buyer is purchasing the Property from the Seller "AS IS" without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the property or the quality of the title thereto, or any other matters relating to the Property. Buyer represents and warrants that Buyer is purchasing the Property as a result of its own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller, except as expressly set forth in the Agreement. Buyer acknowledges that Buyer has inspected the Property, and upon closing of Escrow governed by this Agreement, Buyer forever waives, for itself, its heirs, successors and assigns, all claims against the Debtors, their attorneys, agents and employees, the Estate, Lynda 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
10 11 12 13 14 15	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
16 17 18 19	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.
20 21 22	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. It is anticipated that there will be no tax liability generated from the sale.

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

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

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

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

8 • Submit in writing and be received by the Trustee to the attention of Lynda
9 Bui on or before **4:00 p.m. (California time) December 4, 2013 (two business days**
10 **before the Final Bidding Round date of December 6, 2013)** the interested buyer's
11 intent to participate in the overbidding process.

12 • Submit an overbid in writing of at least \$10,000 over the consideration
13 offered by the Buyer, or a total consideration of **\$172,187.50**.

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

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

22 2. **Bidding Terms and Final Bidding Round.**

23 • The initial bid price shall be at least \$10,000 over the consideration offered
24 by the Buyer, or a total consideration of **\$172,187.50**. Minimum bid increments
25 thereafter shall be \$2,000.

26 • The Qualified Bidder must seek to acquire the Property on terms and
27 conditions not less favorable to the Estate than the terms and conditions to which the
28 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 Bui as Trustee and
individually, and her attorneys, agents and employees, arising or which might otherwise
arise in the future concerning the Property.

1 • If overbids are received from one or more Qualified Bidders, in order to
2 allow all Qualified Bidders and Buyer to increase their bids, a final bidding round shall
3 be conducted by the Trustee or her agent on **December 6, 2013 at 9:30 A.M.**, at the
4 law offices of **Shulman Hodges & Bastian LLP** located at **8105 Irvine Center Drive,**
5 **Suite 600, Irvine, CA 92618** ("Final Bidding Round").

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

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

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

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

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

35 3. Court Approval of the Sale Transaction and Closing.

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

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

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

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

7 **Any questions regarding the Bidding Procedures should be directed to the**
8 **Trustee at 3750 University Ave, Suite 670, Riverside, CA 92501; telephone 949-**
9 **340-3400; facsimile 949-340-3000 or email at trustee.bui@shbllp.com.**

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

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

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 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.bui@shbllp.com, C115@ecfcbis.com *Chapter 7 Trustee*
- Dale Parham wptmrviv@4bankruptcy.com *Attorney for the Debtors*
- Michael Smith michael@4bankruptcy.com *Attorney for the Debtors*
- United States Trustee (RS) ustprejion16.rs.ecf@usdoj.gov *Office of United States Trustee*
- Gilbert B Weisman notices@becket-lee.com *NEF for Interested Party*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **November 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*) **November 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, Hon Meredith A. Jury, 3420 Twelfth St., Bin Outside Courtroom 301, 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 14, 2013

Date

Lorre Clapp

Printed Name

/s/ Lorre Clapp

Signature

U.S. MAIL SERVICE LIST

Buyers

Kelly Ma and Tony Zhou
3038 Blazing Star Drive
Thousand Oaks, CA 91362

Buyers' Broker

Blanca Romo
NextGEN Real Estate Corp
14724 Ventura Boulevard, Suite 707
Sherman Oaks, CA 91403

Trustee's Broker

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

Secured Party (First and Second Priority Liens)

HSBC Bank USA, N.A.
2929 Walden Ave
Depew, NY 14043-2690

Secured Party (First and Second Priority Liens)

HSBC Loss Mitigation
MS-SV21
P.O. Box 5452
Mt. Laurel, NJ 08054

Secured Party

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

CONTINUED ON FOLLOWING PAGE

U.S. MAIL SERVICE LIST CONTINUED.

DEBTOR

SOLOMON K PARKER
13908 NETTLE ST
HESPERIA, CA 92344-0019

COURT NOTICE MATRIX

ECAST SETTLEMENT CORPORATION
POB 29262
NEW YORK, NY 10087-9262

COURT NOTICE MATRIX

BANK OF AMERICA
PO BOX 17054
WILMINGTON, DE 19850-7054

COURT NOTICE MATRIX

CAPITAL MANAGEMENT
698 1/2 SOUTH OGDEN STREET
BUFFALO, NY 14206-2317

COURT NOTICE MATRIX

CITI
PO BOX 6241
SIOUX FALLS, SD 57117-6241

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

EDD
P.O. BOX 826880
SACRAMENTO, CA 94280-0001

COURT NOTICE MATRIX

EVANS & GREEN
PO BOX 10545
SPRINGFIELD, MO 65808-0545

COURT NOTICE MATRIX

HIGH - DESERT CREDITORS SERVICE
14608 MAIN STREET SUITE D
HESPERIA, CA 92345-3381

COURT NOTICE MATRIX

LAW OFFICES OF ASHKAN NAJAFI
6817 SOUTHPOINT PARKWAY STE 2301
JACKSONVILLE, FL 32216-8200

DEBTOR

LOURDES M PARKER
13908 NETTLE ST
HESPERIA, CA 92344-0019

COURT NOTICE MATRIX

ADVANCE DISPOSAL
PO BOX 40097
HESPERIA, CA 92340

COURT NOTICE MATRIX

CRF SOLUTION
2051 ROYAL AVE.
SIMI VALLEY, CA 93065-4679

COURT NOTICE MATRIX

CHASE
PO BOX 94014
PALATINE, IL 60094-4014

COURT NOTICE MATRIX

COFACE COLLECTION OF NORTH
AMERICA
2400 VETERANS BLVD STE 300
KENNER, LA 70062

COURT NOTICE MATRIX

DISCOVER FIN SVCS LLC
PO BOX 15316
WILMINGTON, DE 19850-5316

COURT NOTICE MATRIX

EDD
PO BOX 989061
WEST SACRAMENTO, CA 95798-9061

COURT NOTICE MATRIX

FIRST DATA GLOBAL LEASE
PO BOX 173845
DENVER, CO 80217-3845

COURT NOTICE MATRIX

HSBC MORTGAGE CORP USA
2929 WALDEN AVE
DEPEW, NY 14043-2690

COURT NOTICE MATRIX

MRS ASSOCIATES
1930 OLNEY AVE.
CHERRY HILL, NJ 08003-2016

INTERESTED PARTY

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

COURT NOTICE MATRIX

BYL COLLECTIONS SERVICES LLC
PO BOX 1313
MALVERN, PA 19355-0653

COURT NOTICE MATRIX

CAPITAL ONE
PO BOX 30285
SALT LAKE CITY UT 84130-0285

COURT NOTICE MATRIX

CHASE
PO BOX 15298
WILMINGTON, DE 19850-5298

COURT NOTICE MATRIX

DESERT VALLEY HOSPITAL
PO BOX 40182
HESPERIA, CA 92340

COURT NOTICE MATRIX

DISH NETWORK
8353 SIERRA AVE
FONTANA, CA 92335-3528

COURT NOTICE MATRIX

EMPLOYMENT DEVELOPMENT
DEPARTMENT
BANKRUPTCY GROUP MIC 92E
PO BOX 826880
SACRAMENTO, CA 95814

COURT NOTICE MATRIX

GDB BCC LLC
8405 SW NIMBUS AVE S-A
BEAVERTON, OR 97008-7185

COURT NOTICE MATRIX

INTERNAL REVENUE SERVICE (BK)
CENTRALIZED INSOLVENCY OPERATION
PO BOX 7346
PHILADELPHIA, PA 19101-7346

COURT NOTICE MATRIX

ORIELLY AUTO PARTS
PO BOX 1156
SPRINGFIELD, MO 65801-1156

COURT NOTICE MATRIX

PENNZOIL-QUAKER STATE
700 MILAM
HOUSTON, TX 77002-2806

COURT NOTICE MATRIX

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

COURT NOTICE MATRIX

PORTFOLIO RECOVERY ASSOCIATES LLC
C/O CHASE BANK USA NA
POB 41067
NORFOLK, VA 23541

COURT NOTICE MATRIX

PORTFOLIO RECOVERY ASSOCIATES
LLC
C/O CARE CREDIT
POB 41067
NORFOLK, VA 23541

COURT NOTICE MATRIX

PUBLISHERS CLEARING HOUSE
PO BOX 9100
FARMINGDALE, NY 11735-9100

COURT NOTICE MATRIX

RMS
PO BOX 523
RICHFIELD, OH 44286-0523

COURT NOTICE MATRIX

SAN BERNARDINO COUNTY
ASSESSORS
172 W 3D STREET 5 FLOOR
SAN BERNARDINO, CA 92415-0001

COURT NOTICE MATRIX

SAN BERNARDINO COUNTY FIRE DEPT
157 W 5H STREET 2A FLOOR
SAN BERNARDINO, CA 92415-0225

COURT NOTICE MATRIX

SAFTEY KLEEN SYSTEM
5360 LEGACY DRIVE
PLANO, TX 75024-3130

COURT NOTICE MATRIX

STATE FUND
PO BOX 748170
LOS ANGELES, CA 90074-8170

COURT NOTICE MATRIX

SUNRISE CREDIT SERVICES INC.
PO BOX 9100
FARMINGDALE, NY 11735-9100

COURT NOTICE MATRIX

WELLS FARGO
PO BOX 54349
LOS ANGELES, CA 90054-0349

COURT NOTICE MATRIX

WELLS FARGO BANK NA
BUSINESS DIRECT DIVISION
PO BOX 29482
PHOENIX, AZ 85038-9482

COURT NOTICE MATRIX

ZURICH
4440 PAYSHERE CIRCLE
CHICAGO, IL 60674-0044

COURT NOTICE MATRIX

ECAST SETTLEMENT CORPORATION,
ASSIGNEE
OF CITIBANK (SOUTH DAKOTA, NA)
POB 29262
NEW YORK, NY 10087-9262

NOTICE PURPOSES

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

RETURNED MAIL

DUPLICATE

COURT NOTICE MATRIX

CHASE
POB 94014
PALATINE, IL 60094-4014

DUPLICATE

COURT NOTICE MATRIX

ECAST SETTLEMENT CORPORATION
POB 29262
NEW YORK, NY 10087-9262

RETURNED, UNDELIVERABLE

COURT NOTICE MATRIX

YELLOW PAGES
3106 STATE ROUTE 11 #720
MOOERS FORKS, NY 12959-2316

RETURNED, UNDELIVERABLE

COURT NOTICE MATRIX

CAP ONE
PO BOX 85520
RICHMOND, VA 23285

RETURNED, UNDELIVERABLE

COURT NOTICE MATRIX

GEMB/CARE CREDIT
PO BOX 981439
EL PASO, TX 79998-1439