

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Franklin C. Adams, CSB# 85351 franklin.adams@bbklaw.com Best Best & Krieger, LLP 3390 University Avenue, Fifth Floor Riverside, California 92501 Telephone: (951) 686-1450 Facsimile: (951) 686-1450</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Todd A. Frealy, Chapter 7 Trustee for the bankruptcy estate of Derek Richard Brewart</p>	<p>FOR COURT USE ONLY</p>
--	---------------------------

<p>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</p>	
<p>In re: DEREK RICHARD BREWART</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:13-bk-17541-DS (MJ) CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>

<p>Sale Date: May 27, 2014</p>	<p>Time: 10:00 a.m.</p>
<p>Location: Courtroom #301, 3420 Twelfth Street, Riverside, California 92501</p>	

Type of Sale: Public Private **Last date to file objections:** May 13, 2014

Description of property to be sold: Single Family Dwelling
Located at: 16441 Tenaja Road, Apple Valley, California 92307

AS IS AND WHERE AS, FREE AND CLEAR OF LIENS AN INTERESTS

Terms and conditions of sale: (See Attached)

Proposed sale price: \$165,000 subject to overbid (See Attached)

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): See Attached

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

Date: May 27, 2014

Time: 10:00 a.m.

United States Bankruptcy Court, Central District of California,
Riverside Division

3420 Twelfth Street,

Riverside, California 92501

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

Todd Frealy, Chapter 7 Trustee for the Bankruptcy Estate of Derek Richard Brewart

3403 Tenth Street, Suite #709

Riverside, California 92501

Telephone: (951) 784-4122

Date: May 2, 2014

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

In re. Derek Richard Brewart

Case Number: 6:13-bk-17541-DS
Chapter 7

ATTACHMENT TO: TRUSTEE'S NOTICE OF SALE OF ESTATE PROPERTY.

I. TERMS AND CONDITIONS OF SALE.

The terms of the sale are evidenced by a true and correct copy of the California Residential Purchase Agreement and Joint Escrow Instructions, and, Buyer's Inspection Advisory all of which are attached to the Motion as (the "Purchase and Escrow Instructions") as Exhibit "4".

A. Purchase Price:

The Buyer has agreed to pay \$165,000 for the Property subject to overbids. The Buyer has deposited into escrow \$16,500, as their Initial Deposit ("Buyers' Deposit"). Buyers' Deposit is non-refundable in the event the Buyer cannot timely complete the sale as provided within the Residential Purchase Agreement and Joint Escrow Instructions. The balance of the purchase price shall be deposited into escrow prior to the close of the sale.

B. "As Is" and "Where As":

The Property is being sold "as is and where as," the Trustee has not inspected the Property as a result, is not making any representations, warranties, either express or implied, as to the Property's condition, prior or present uses, or otherwise.

II. SALE SUBJECT TO OVERBIDS.

A. The Trustee has proposed the following overbid procedures subject to Bankruptcy Court approval:

1. The Trustee requested that the Court approve the sale to the highest and best bidder as selected and determined by the Trustee.
2. Potential overbidders must bid an initial amount of at least \$5,000 over the Purchase Price offered by the Buyers, thus, the initial overbid must provide for a **minimum of \$170,000** for the Purchase of the Property. **Minimum bid increments thereafter shall be \$1,000.**
3. Overbids must be in writing and be received by the Trustee on or before 3 days prior to the hearing.
4. Overbids must be accompanied by certified funds in the amount of ten percent (10%) of their overbid amount (the "Overbidder's Deposit").
5. If the Buyer is not the successful purchaser, he shall be entitled to refunds of his deposit.
6. In the event the successful overbidder fails to close escrow by reason of the successful overbidder's failure to immediately and unconditionally pay the Purchase Price as increased by overbid in cash or certified funds at the close of escrow, the Overbidder's Deposit shall be non-refundable, said forfeiture shall be construed as liquidated damages, and the Trustee shall be released from his obligation to sell the Property to the successful overbidder.
7. The overbidder must seek to acquire the Property on the terms and conditions not less favorable to the Debtor's bankruptcy estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set for in the Purchase and Sale

Agreement, including, without limitation to, the provision that the bidder must be obligated to perform within the same time frame that the Buyer would be obligated to perform under the Purchase Agreement.

In the event the buyer does perform, the deposit shall be credited to the purchase price.

8. The Buyers Deposit and any unsuccessful Overbidder's Deposit that is otherwise refundable shall be refunded within ten (10) days of the final bidding round, without further court order.