

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Leonard M. Shulman – State Bar No. 126349 Melissa Davis Lowe – Bar No. 245521 SHULMAN HODGES & BASTIAN LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: lshulman@shbllp.com mlowe@shbllp.com</p> <p><input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Lynda T. Bui, Chapter 7 Trustee</p>	<p>FOR COURT USE ONLY</p>
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

<p>In re: MARY MACHIN AKA MARY JOSEPHINE MACHIN,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:13-bk-28695-MJ CHAPTER: 7</p> <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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<p>Sale Date: 04/26/2016</p>	<p>Time: 10:00 am</p>
<p>Location: US Bankruptcy Court, Courtroom 301, 3420 Twelfth Street, Riverside, CA 92501</p>	

Type of Sale: Public Private **Last date to file objections:** 04/12/2016

Description of property to be sold: 22032 Waters Drive, Cedar Pines Park, California
LOTS 86, 87, 88 AND 89 IN BLOCK 11 AS SAID LOT AND BLOCK ARE DELINEATED AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED MAP OF CEDARPINES PARK NO. 4, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 23, PAGE 63 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY. APN: 0342-253-58-0-000

Terms and conditions of sale:
See Attached Summary. See full Motion for a copy of the full proposed sale agreement, Docket number: 88.

Proposed sale price: \$ 50,000.00

Overbid procedure (if any):

See Attached Summary.

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

April 26, 2016 at 10:00 a.m. at Courtroom 301 of the United States Bankruptcy Court, located at 3420 Twelfth Street, Riverside, California 92501.

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

Melissa Davis Lowe
SHULMAN HODGES & BASTIAN LLP
100 Spectrum Center Drive, Suite 600
Irvine, California 92618
Telephone: (949) 340-3400
Facsimile: (949) 340-3000
Email: mlowe@shbllp.com

Date: 03/29/2016

TERMS AND CONDITIONS OF SALE

Buyer:	Catherine Binamo, 23801 Calabasas Road, Calabasas, CA
Purchase Price:	\$50,000.00, subject to the Bidding Procedures set forth below. \$2,000.00 to be paid as a deposit, and the remainder in cash at closing.
Escrow:	Escrow holder will be A&A Escrow. Escrow is scheduled to close as soon as possible after entry of the Court order approving the sale transaction (“Approval Order”), but no later than the first business day after fourteen days following entry of the Approval Order.
Buyer’s Due Diligence and Cancelation Right	Buyer shall have ten calendar days from the date of Agreement to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer.
Escrow, Title and Other Costs	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. The sale shall be free and clear of any homeowner’s association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.
Bankruptcy Court Approval	The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers’ commissions is also subject to notice to creditors and approval by the Bankruptcy Court.
Real Estate Agent Commission	Through escrow on the sale of the Property, and subject to Court approval, the Trustee shall pay compensation for real estate agent services to Richard A. Halderman, Jr., the Buyer’s agent and the Estate’s agent, in the amount of \$3,000.00 (6% of the purchase price) ¹ .
Purchase Without Warranties	Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made “as-is,” “where-is,” and “with all faults,” except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written.

¹ The Trustee reserves the right to request a reduction to net the Estate additional fees. The Broker has been advised that the Court has the ultimate discretion to reduce the commission percentage as well.

Trustee's Liability	The Buyer acknowledges that the Trustee is acting in her official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Agreement, including any addendums to the Agreement, the Property, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Agreement; and all disputes arising before and after closing shall be resolved in said Court.
Hold Harmless	The Buyer understands the terms and conditions of the entire purchase contract and holds the Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, and her attorneys including Shulman Hodges & Bastian LLP, agents and employees, harmless from any liabilities arising from this contact. All parties further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.
Jurisdiction of the Bankruptcy Court	Any and all disputes which involve in any manner the Estate or Lynda T. Bui, Trustee, arising from the Agreement and/or its addendums or relating in any manner to the Property, shall be resolved only in the United States Bankruptcy Court, Central District of California.
Outstanding Real Property Taxes	To be paid by through escrow.
Free and Clear of Liens and Encumbrances	The Property shall be delivered to the Buyer free and clear of all liens and encumbrances. Any liens and interests against the Property that are not paid in full through escrow shall attach to the sale proceeds 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.
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.
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.

OVER BIDDING PROCEDURES

1. Potential overbidder(s) must bid an initial amount of at least \$2,000.00 over the Purchase Price, or \$52,000.00. Minimum bid increments thereafter shall be \$1,000.00. 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.

2. Overbids must be in writing and be received by the Trustee and the Trustee's counsel, Shulman Hodges & Bastian LLP to the attention of Melissa Davis Lowe on or before **5:00 p.m. (California time) on April 22, 2016.**

3. Overbids must be accompanied by certified funds in an amount equal to three percent (3%) of the overbid purchase price.

4. 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 the Crestline Property and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

5. The overbidder must seek to acquire the Crestline 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 Crestline Property as set forth in the Agreement attached as **Exhibit "4"** to the Bui Declaration including closing on the sale of the Crestline Property in the same time parameters as the Buyer.

6. All competing bids must acknowledge that the Crestline Property is being sold on an "AS IS" basis without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Crestline Property. The competing bid buyer must represent and warrant that he/she is purchasing the Crestline Property as a result of their own investigations and are not buying the Crestline Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Trustee. The competing bidder must acknowledge that he/she has inspected the Crestline Property, and upon closing of Escrow governed by the Agreement, the competing buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtors, their attorneys, agents and employees, the Debtors' 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 Crestline Property.

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

8. At the hearing on the Sale Motion, the Trustee will seek entry of an order, *inter alia*, authorizing and approving the sale of the Crestline Property to the Successful 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.

9. In the event the Successful Bidder fails to close on the sale of the Crestline Property within the time parameters approved by the Court, the Trustee shall retain the Successful Bidder's Deposit and will be released from his obligation to sell the Crestline Property to the Successful Bidder and the Trustee may then sell the Crestline Property to the first back-up bidder approved by the Court at the hearing on the Sale Motion ("First Back-Up Bidder").

10. In the event First Back-Up Bidder fails to close on the sale of the Crestline 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 his obligation to sell the Crestline Property to the First Back-Up Bidder and the Trustee may then sell the Crestline Property to the second back-up bidder approved by the Court at the hearing on the Sale Motion ("Second Back-Up 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: 100 Spectrum Center Drive, Suite 600, Irvine CA 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 3/29/2016, 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:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On 3/29/2016, 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 3/29/2016, 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.

Served by Personal Delivery

US Bankruptcy Court
Attn: Meredith A. Jury
Bin Outside of Courtroom 301
3420 Twelfth Street
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.

3/29/2016

Steven P. Swartzell

/s/ Steven P. Swartzell

Date

Printed Name

Signature

PROOF OF SERVICE (cont'd)

VIA NOTICE OF ELECTRONIC FILING (NEF):

Daryl L Binkley on behalf of Debtor Mary Machin
daryl@binkleylaw.com

Lynda T. Bui (TR)
trustee.bui@shbllp.com, C115@ecfcbis.com

Jenny L. Doling on behalf of Interested Party Courtesy NEF
jd@4jdlaw.com, ecf4jdlaw@gmail.com

Rika Kido on behalf of Interested Party Courtesy NEF
rkido@shbllp.com, avernon@shbllp.com

Melissa Davis Lowe on behalf of Plaintiff Lynda Bui
mdavis@shbllp.com, sswartzell@shbllp.com

Avi Schild on behalf of Interested Party Courtesy NEF
bk@atlasacq.com

Leonard M Shulman on behalf of Plaintiff Lynda Bui
lshulman@shbllp.com

United States Trustee (RS)
ustregion16.rs.ecf@usdoj.gov

VIA US MAIL:

DEBTOR

MARY MACHIN
73197 ADOBE SPRINGS DR
PALM DESERT, CA 92260-1149

PROOF OF CLAIM ADDRESS

AMERICAN EXPRESS BANK, FSB
BECKETT AND LEE LLP
ATTORNEYS/AGENT FOR CREDITOR
POB 3001
MALVERN, PA 19355-0701

PROOF OF CLAIM ADDRESS

AMERICAN INFOSOURCE LP AS AGENT FOR
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PO BOX 248838
OKLAHOMA CITY, OK 73124-8838

CREDITOR LISTING

AMEX
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FORT LAUDERDALE, FL 33329-7871

CREDITOR LISTING

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WARREN, MI 48090-1630

PROOF OF CLAIM ADDRESS

ASSET ACCEPTANCE LLC
ASSIGNEE OF HOUSEHOLD FINANCE
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WARREN, MI 48090

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HACKENSACK, NJ 07601

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BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

CREDITOR LISTING

BENEFICIAL/HFC
PO BOX 9068
BRANDON, FL 33509-9068

PROOF OF CLAIM ADDRESS

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C/O RECOVERY MANAGEMENT
SYSTEMS CORP.
25 SE 2ND AVENUE, SUITE 1120
MIAMI, FL 33131-1605

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WILMINGTON, DE 19850-5298

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COLLECTION CONSULTANTS
6100 SAN FERNANDO RD STE
GLENDALE, CA 91201-2280

CREDITOR LISTING

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

CREDITOR LISTING

DSNB MACYS
911 DUKE BLVD
MASON, OH 45040

PROOF OF CLAIM ADDRESS

FIRST HAWAIIAN BANK
LOAN RECOVERY CENTER
PO BOX 4070
HONOLULU, HI 96812-9941

PROOF OF CLAIM ADDRESS

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO, CA 95812-2952

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GERCB/CHEVRON
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ORLANDO, FL 32896-5015

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HU
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CREDITOR LISTING

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PROOF OF CLAIM ADDRESS

SARA A. WEINSTEIN
C/O HOWARD GOODMAN, ATTORNEY AT
LAW
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TARZANA, CA 91356

CREDITOR LISTING

STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO, CA 94267-0001

CREDITOR LISTING

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10625 TECHWOODS CIRCLE
CINCINNATI, OH 45242-2846

CREDITOR LISTING

UNIVERSAL ACCOUNTS INC
690 E GREEN ST STE 300
PASADENA, CA 91101-2121

CREDITOR LISTING

VERIZON
500 TECHNOLOGY DR
WELDON SPRING, MO 63304-2225

PROOF OF CLAIM ADDRESS

WELLS FARGO BANK, N.A.
WELLS FARGO CARD SERVICES
1 HOME CAMPUS, 3RD FLOOR
DES MOINES, IA 50328

PROOF OF CLAIM ADDRESS

WHITE ZUCKERMAN WARSAVSKY LUNA &
HUNT, LLP
C/O HOWARD GOODMAN, ATTORNEY AT
LAW
18321 VENTURA BLVD STE 755
TARZANA, CA 91356

INTERESTED PARTY

SAN BERNARDINO COUNTY DEPARTMENT
OF PUBLIC WORKS SOLID WASTE
MANAGEMENT DIVISION
222 W. HOSPITALITY LANE, 2ND FLOOR
SAN BERNARDINO, CA 92415

INTERESTED PARTY

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LIDO PACIFIC ASSET MANAGEMENT
4000 BIRCH ST, SUITE 113
NEWPORT BEACH, CA 92660

INTERESTED PARTY

JOHN HATZIDAKIS
22885-B SAVI RANCH PARKWAY
YORBA LINDA, CA 92887

COUNSEL FOR QUAGLETTI

ROBERT SCHWARTZ, ESQ.
POINDEXTER & DOUTRÉ, INC.
624 S. GRAND AVENUE, SUITE 2420
LOS ANGELES, CA 90017

INTERESTED PARTY

PETER MACHIN
P.O. BOX 91752
LONG BEACH, CA 90809

RETURNED MAIL

RETURNED 2/5/14; NOT DELIVERABLE AS

ADDRESSED; UNABLE TO FORWARD

CREDITOR LISTING

WELLS FARGO BANK

CREDIT BUREAU DISP

DES MOINES, IA 50306