

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Leonard M. Shulman - Bar No. 126349 Elyza P. Eshaghi – Bar No. 293395 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; eeshaghi@shbllp.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Lynda T. Bui, Chapter 7 Trustee	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re:  RAUL CORONA and JUANA CORONA,   Debtor(s).	CASE NO.: 6:15-bk-20446-SC CHAPTER: 7  <p style="text-align: center;"><b>NOTICE OF SALE OF ESTATE PROPERTY</b></p> Deadline for Submission of Bids: 9/22/2016
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<b>Sale Date:</b> 09/27/2016	<b>Time:</b> 11:00 am
<b>Location:</b> Video Hearing Room 126, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

**Type of Sale:**  Public  Private      **Last date to file objections:** 09/13/2016

**Description of property to be sold:** Real property located at 17647 Arnold Drive, Sonoma, CA 95476

**Terms and conditions of sale:** See attached for more information.

**Proposed sale price:** \$780,000, subject to overbids

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.

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

September 27, 2016 at 11:00 a.m.

Video Hearing Room 126

United States Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

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

Elyza P. Eshaghi, Esq.

Shulman Hodges & Bastian LLP

100 Spectrum Center Drive, Suite 600

Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: eeshaghi@shblp.com

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Date: 08/29/2016

**Summary of Information Required  
by LBR 6004-1(c)(3)**

**Statement of Information in Compliance with LBR 6004-1(c)(3)**

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of the hearing on the proposed sale:	Hearing Date and Time: September 27, 2016 at 11:00 a.m. Hearing Place: U.S. Bankruptcy Court, Video Hearing Room 126, 3420 Twelfth Street, Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Randall and Michelle Scaife, 104 Bernhard Ave., Sonoma, CA 95476
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Real property located at: 17647 Arnold Drive, Sonoma, CA 95476
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	\$780,000, subject to overbids. The sale is contingent on the Trustee removing the SolarCity Equipment from the Property. Buyer is purchasing the Property "AS IS" 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 Property.
<i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	The sale will be free and clear of certain liens pursuant to Bankruptcy Code § 363(b)(1) and (f). A chart describing the liens, claims or interests impacting the Property and their treatment through the sale is set forth at pages 2 through 4 of the Motion annexed hereto.
<i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:	Yes - the sale is subject to the Bidding Procedures set forth at pages 4 through 5 of the Motion annexed hereto.
<i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	The purchase price is \$780,000, subject to overbid. Through the sale, after payment of the costs of sale and non-disputed liens, the Trustee is expected to generate net proceeds of approximately \$150,025
<i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	Broker commission in the amount of five percent of the purchase price (or \$39,000), which will be split between the Trustee's Broker (NRT West Inc. dba Coldwell Banker Residential Brokerage) and Buyer's broker (Sotheby's International Realty), with each receiving fifty percent. The total amount of commission will increase if the purchase price for the Property is increased through a successful overbid; but in no event will exceed five percent of the purchase price.
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Based on real property records, it is anticipated that there will be no tax liability generated from the sale. (See the Motion at page 6 for a discussion of the possible tax liability.
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by September 13, 2016).

**SALE MOTION**

1 Leonard M. Shulman - Bar No. 126349  
Elyza P. Eshaghi – Bar No. 293395  
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5

6 Attorneys for Lynda T. Bui,  
Chapter 7 Trustee  
7

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

10 In re

11 **RAUL CORONA and**  
12 **JUANA CORONA,**

13 Debtors.

Case No. 6:15-bk-20446-SC

Chapter 7

**CHAPTER 7 TRUSTEE’S MOTION FOR  
ORDER:**

- 14 (1) **APPROVING THE SALE OF REAL**  
15 **PROPERTY OF THE ESTATE FREE AND**  
16 **CLEAR OF LIENS PURSUANT TO**  
17 **BANKRUPTCY CODE §§ 363(b)(1) AND**  
18 **(f), SUBJECT TO OVERBIDS, COMBINED**  
19 **WITH NOTICE OF BIDDING**  
20 **PROCEDURES AND REQUEST FOR**  
21 **APPROVAL OF THE BIDDING**  
22 **PROCEDURES UTILIZED;**
- 23 (2) **APPROVING PAYMENT OF REAL**  
24 **ESTATE COMMISSION; AND**
- 25 (3) **GRANTING RELATED RELIEF;**

26 **MEMORANDUM OF POINTS AND**  
27 **AUTHORITIES AND DECLARATIONS OF**  
28 **LYNDA T. BUI AND NATHAN N. GENEVOSE**  
**IN SUPPORT THEREOF**

[Real Property located at  
17647 Arnold Drive, Sonoma, CA 95476]

**Hearing Date:**

Date: September 27, 2016

Time: 11:00 a.m.

Place: Video Hearing Room 126  
United States Bankruptcy Court  
3420 Twelfth Street  
Riverside, CA 92501



1 and correct copy of which is attached as **Exhibit 1** to the Declaration of Lynda T. Bui (“Bui  
2 Declaration”) and the Debtors’ Schedule D, aa true and correct of which is attached as part of  
3 **Exhibit 2** to the Bui Declaration, and the proposed treatment of such liens and encumbrances  
4 through the sale:

<u>Creditor</u>	<u>Description</u>	<u>Amount Owed (Estimated)</u>	<u>Treatment of the Lien Through the Sale</u>
Sonoma County Tax Collector	Real property taxes	\$5,000 <sup>1</sup>	All outstanding real property taxes will be paid through escrow.
Chase Mortgage	Current beneficiary of a deed of trust in the original amount of \$544,000, recorded on May 19, 2005, recording number 2005069739.	\$537,000	This lien will be paid through escrow on the sale transaction. Thus, this lien will be released, discharged and terminated at the close of escrow and the and the lien will <b>not</b> attach to the sale proceeds.
County of Sonoma	Notice of Abatement of Proceedings recorded on August 8, 2006, recording number 2006097985	Unknown	This encumbrances relates to county code violations at the Property for the Debtors’ construction without a permit of (i) a retaining wall and (ii) electrical service to an automatic gate. The Property is being sold subject to this Notice of Abatement. The purchase price for the Property reflects the Buyer taking possession of the Property subject to these code violations and this Notice of Abatement.
SolarCity Corporation	Two UCC-1 fixture filings recorded on (1) January 22, 2015, recording number 2015004655, and (2) August 11, 2015, recording number 2015071514. True and correct copies of the two UCC-1 fixture filings are attached to the Bui Declaration as <b>Exhibit 4</b> .	Unknown	These UCC-1 fixture filings relate to energy generation systems and associated components located at the Property that were provided by SolarCity Corporation (“SolarCity Equipment”). SolarCity Corporation acknowledges in its UCC-1 fixture filings that it has no claim against the Property and its only collateral is the SolarCity Equipment (see <b>Exhibit 4</b> ). The lien of the SolarCity will not be paid through the sale, will not attach to the Property and will not attach to the proceeds of the sale received by the Estate.  The Trustee intends to abandon the Estate’s interest in the SolarCity Equipment and intends to contact SolarCity Corporation to have them retrieve their equipment.

1 Estimated pro-rata amount as of closing for the 2016-2016 tax years based on annual real property tax bill of approximately \$8,626.08.

<u>Creditor</u>	<u>Description</u>	<u>Amount Owed (Estimated)</u>	<u>Treatment of the Lien Through the Sale</u>
Claudia Martinez	Deed of trust listed on Debtors' Schedule D. In addition, Ms. Martinez filed a Proof of Claim (Claim 9), asserting an alleged secured claim of \$155,000. A true and correct copy of Claim 9 is attached to the Bui Declaration as <b>Exhibit 5</b> .	\$155,000	The Title Report does not list this deed of trust as being recorded against the Property. The copy of the deed of trust attached to Claim 9 has no evidence that it has been recorded. <b>As such, Ms. Martinez does not hold a valid secured claim against the Property.</b> Ms. Martinez will not receive any payments on her claim through escrow on the sale of the Property, and the claim will <b>not</b> attach to the sale proceeds.
First National Bank of Omaha, a National Banking Association ("Omaha")	Abstract of Judgment recorded on October 9, 2015, recording number 2015088469	\$10,119.97 and any other amounts due thereunder	The priority, validity and amount of this lien is disputed by the Trustee because it was recorded within ninety days prior to the Petition Date. <sup>2</sup> The Trustee has causes of action to have the lien avoided pursuant to her avoidance powers under applicable sections of the Bankruptcy Code, including Sections 547 and/or 548. As it is subject to a bona fide dispute, the Trustee seeks to sell the Property free and clear of this lien with such disputed lien to attach to the proceeds of the sale in the same validity and priority as prior to the sale pending agreement with the creditor or further Court order.  The Trustee intends to communicate with this creditor to reach resolution. If the creditor does not agree to a voluntary release of the lien, the Trustee may commence an adversary proceeding to have the lien avoided.

**B. Bidding Procedures**

The Trustee has determined it would benefit the Estate to permit all interested parties to receive information and bid for the Property instead of selling to the Buyer on an exclusive basis. Accordingly, in order to obtain the highest and best offer for the Property, the Trustee is utilizing, and seeks Court approval of, the following bidding procedures ("Bidding Procedures"):

1. Potential overbidder(s) must bid an initial amount of at least \$5,000 over the Purchase Price, or \$785,000. Minimum bid increments thereafter shall be \$1,000. 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.

<sup>2</sup> The Debtors commenced this bankruptcy case under Chapter 7 by filing a Voluntary Petition on October 26, 2015 ("Petition Date").

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 Elyza P. Eshaghi on or before **three business days prior to the hearing on the Motion.**

3. Overbids must be accompanied by certified funds in an amount equal to three percent 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 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 Property on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in the Agreement attached as **Exhibit 3** to the Bui Declaration, including closing on the sale of the Property in the same time parameters as the Buyer.

6. 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 Trustee, 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 Trustee. The competing bidder must acknowledge that he/she has inspected the 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, her 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 Property.

7. If overbids are received, the final bidding round for the Property shall be held at the hearing on the Motion in order to allow all potential bidders the opportunity to overbid and purchase the Property. At the final bidding round, the Trustee or her 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 Property, consistent with the Bidding Procedures ("Successful Bidder").

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

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

10. 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 Motion.

C. **Costs of Sale**

Under the listing agreement approved by the Court, the Broker is entitled to a commission on the sale in the amount not to exceed five percent of the purchase price (or

1 \$39,000)<sup>3</sup>, which will be split between the Trustee's Broker (NRT West Inc. dba Coldwell  
2 Banker Residential Brokerage) and Buyer's broker (Sotheby's International Realty), with each  
3 receiving fifty percent. Escrow fees shall be split between Buyer and the Estate in the manner  
4 customary in Sonoma County, California where the Property is located.

5 **D. Tax Consequences**

6 The Trustee is informed that the Property was the Debtor's principal residence for  
7 periods aggregating two years or more during the five years prior to the Petition Date. As such,  
8 under Internal Revenue Code §121 (which provides for exclusion of a gain from sale of a  
9 principal residence), the amount of any gain on the sale of the Property<sup>4</sup> will be excluded from  
10 taxable income up to \$500,000. As such, the Trustee believes there will be no tax liability from  
11 the sale.

12 **III. ARGUMENT**<sup>5</sup>

13 **A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of**  
14 **the Estate**

15 The duties of a trustee in a Chapter 7 filing are enumerated in Section 704 of the  
16 Bankruptcy Code, which provide in relevant part as follows:

17 (a) The trustee shall—

18 (1) collect and reduce to money the property of the estate for which  
19 such trustee serves, and close such estate as expeditiously as is  
compatible with the best interests of parties in interest;

20 (2) be accountable for all property received;

21 . . .

21 11 U.S.C. § 704.

22  
23 <sup>3</sup> The total amount of real estate broker's commission will increase if the purchase price for the Property is  
increased by a successful overbid; but in no event will exceed five percent of the purchase price.

24 <sup>4</sup> Assuming the documentary transfer tax listed on a Grant Deed of the Property to Debtor, Raul Corona,  
25 recorded on December 5, 2003 is based on the full purchase price, the basis for the Property is \$555,000:

Documentary Transfer Tax listed on the Grant Deed	\$610.50
Divided by \$.55	\$1,110.00
Multiplied by \$500 = Purchase Price in 2003 (Basis)	\$555,000

26  
27  
28 <sup>5</sup> Although Local Bankruptcy Rule 6004-1(c)(2)(C) does not require that a memorandum of points and authorities  
be filed in support of the Motion, the Trustee is nevertheless submitting one.

1 Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. §  
2 363(b). Courts will ordinarily approve a proposed sale if there is a good business reason for the  
3 sale and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136  
4 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983).  
5 In this case, the facts surrounding the sale support the Trustee’s business decision that the  
6 proposed sale is in the best interests of the Estate and its creditors. The Trustee expects to  
7 generate net proceeds of approximately \$150,025, calculated as follows (amounts are estimated):

Sale Price	\$780,000
Less: Costs of sale (estimated at 8%)	(\$62,400)
Less: Real Property Taxes (estimated)	(\$5,000)
Less: Chase Mortgage (estimated)	(\$537,000)
Less: Debtors’ Exemption Claim	(\$25,575)
<b>Estimated Net Proceeds</b>	<b>\$150,025</b>

12 **B. The Proposed Sale Should be Allowed Free and Clear of Liens**

13 Bankruptcy Code Section 363(f) allows a trustee to sell property of the bankruptcy estate  
14 “free and clear of any interest in such property of an entity,” if any one of the following five  
15 conditions is met:

- 16 (1) applicable non-bankruptcy law permits a sale of such property free  
17 and clear of such interest;
- 18 (2) such entity consents;
- 19 (3) such interest is a lien and the price at which such property is to be  
20 sold is greater than the aggregate value of all liens on such property;
- 21 (4) such interest is in bona fide dispute; or
- 22 (5) such entity could be compelled, in a legal or equitable proceeding,  
to accept money satisfaction of such interest.

23 11 U.S.C. § 363(f).

24 Section 363(f) is written in the disjunctive and thus only one of the enumerated  
25 conditions needs to be satisfied for Court approval to be appropriate. The Trustee proposes to  
26 sell the Property under section 363(f)(2), 363(f)(3) and 363(f)(4).

27  
28

1 1. Section 363(f)(2) (Consent) and Section 363(f)(3) (Price Greater than Value)

2 The sale of the Property is proper pursuant to Sections 363(f)(2) and 363(f)(3). The sale  
3 price is for a sum that is greater than the aggregate value of the non-disputed liens listed in the  
4 Title Report. The non-disputed liens include the (i) real property taxes, and (ii) the lien of Chase  
5 Mortgage, each of which will be paid will be paid in amounts as required by the lienholders. The  
6 non-disputed liens also includes the Notice of Abatement by the County of Sonoma. The Buyer  
7 is taking title to the Property subject to the Notice of Abatement.

8 2. Section 363(f)(4) – Bona Fide Dispute

9 A bona fide dispute has been defined by *In re Atwood*, 124 B.R. 402 (Bankr. S.D. Ga.  
10 1991) as a “genuine issue of material fact that bears upon the debtor’s liability, or meritorious  
11 contention as to the application of law to undisputed facts.” *Id.* at 407. In *In re Milford Group*,  
12 *Inc.*, 150 B.R. 904 (Bankr. M.D. Pa. 1992), the court stated it need not resolve a bona fide  
13 dispute, but must determine whether the issues presented are genuine as to the existence of a  
14 bona fide dispute. In doing so, the *Milford* Court found that the debtor had met its burden to  
15 establish cause for the Court to allow for the sale of the property, free and clear of liens.

16 The liens of (i) Claudia Martinez, (ii) SolarCity Corporation, and (iii) Omaha are subject  
17 to a bona fide dispute: Claudia Martinez and SolarCity Corporation do not hold valid liens  
18 against the Property and the Omaha lien is subject to the Trustee’s avoidance powers under the  
19 Bankruptcy Code. Resolution of the issues with regard to the claims of the holders of disputed  
20 liens may likely take substantial time, effort and expense by the parties. That process should not  
21 hinder, delay or in any way inhibit the Trustee’s efforts to maximize the value of the sale of  
22 Property for the Estate. Thus, approval for the sale free and clear of disputed liens and  
23 encumbrances pursuant to Bankruptcy Code Sections 363(f)(4) in the manner provided herein is  
24 appropriate.

25 **C. Request for Payment of Real Estate Commission**

26 Bankruptcy Code Section 328 allows employment of a professional person under Section  
27 327 “on any reasonable terms and conditions of employment, including on a retainer, on an  
28 hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. §

1 328(a). Through this Motion, the Trustee seeks authorization to pay a real estate broker  
2 commission in the amount of five percent of the purchase price (or \$39,000)<sup>6</sup>, which will be split  
3 between the Trustee’s Broker (NRT West Inc. dba Coldwell Banker Residential Brokerage) and  
4 Buyer’s broker (Sotheby’s International Realty), with each receiving fifty percent.

5 **D. The Court as the Authority to Approve the Bidding Procedures**

6 Implementing the Bidding Procedures is an action outside of the ordinary course of the  
7 business. Bankruptcy Code Section 363(b)(1) provides that a trustee “after notice and hearing,  
8 may use, sell or lease, other than in the ordinary course of business, property of the estate.” 11  
9 U.S.C. § 363(b)(1). Furthermore, under Bankruptcy Code Section 105(a), “[t]he court may issue  
10 any order, process, or judgment that is necessary or appropriate to carry out the provisions of this  
11 title.” 11 U.S.C. § 105(a). Thus, pursuant to Bankruptcy Code sections 363(b)(1) and 105(a),  
12 this Court may approve the Bidding Procedures, which assist the Trustee to obtain the best  
13 possible price on the best possible terms for the Property.

14 **E. The Court has the Authority to Waive the Fourteen-Day Stay of Sale**

15 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing the  
16 use, sale or lease of property other than cash collateral is stayed until the expiration of 14 days  
17 after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P. 6004(h). The  
18 Trustee desires to close the sale as soon as practicable after entry of an order approving the sale.  
19 Accordingly, the Trustee requests that the Court, in the discretion provided it under Federal Rule  
20 of Bankruptcy Procedure 6004(h), waive the fourteen (14) day stay requirement.

21 **III. CONCLUSION**

22 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that good  
23 cause exists for granting the Motion and requests that the Court enter an order as follows:

- 24 1. Approving the Bidding Procedures set forth above for the sale of the Property.  
25 2. Authorizing the Trustee to sell the Property on an as-is, where-is basis, without  
26 any warranties or representations, to the Buyer (or Successful Bidder) pursuant to the terms and  
27 conditions as set forth in the Agreement attached as **Exhibit 3** to the Bui Declaration.

28 <sup>6</sup> The total amount of real estate broker’s commission will increase if the purchase price for the Property is  
increased by a successful overbid; but in no event will exceed five percent of the purchase price.

1 3. Authorizing the sale of the Property free and clear of liens with valid liens against  
2 the Property not satisfied or resolved through the sale to attach to the sale proceeds in the same  
3 validity and priority as prior to the closing of the sale.

4 4. Authorizing the Trustee to sign any and all documents convenient and necessary  
5 in pursuit of the sale as set forth above, including but not limited to any and all conveyances  
6 contemplated by the Agreement attached as **Exhibit 3** to the Bui Declaration.

7 5. Approving the payment of the real estate commission in the total amount not to  
8 exceed five percent of the final purchase price, which will be split between the Trustee's Broker  
9 and Buyer's broker, with each receiving fifty percent.

10 6. Authorizing the Trustee to pay the following from the proceeds of the sale of the  
11 Property through escrow: (i) all costs of sale, including escrow fees at closing as allocated in the  
12 Agreement, (ii) all real estate taxes owed to the Sonoma County Tax Collector and (iii) all  
13 amounts owed to Chase Mortgage, or the current beneficiary of the deed of trust impacting the  
14 Property as identified in the Title Report.

15 7. A determination by the Court that the Buyer is in good faith pursuant to  
16 Bankruptcy Code Section 363(m).

17 8. Waiving the fourteen day stay of the order approving the sale of the Jurupa  
18 Property under Federal Rules of Bankruptcy Procedure 6004(h).

19 9. Provided that the Estate receives sufficient funds upon closing of the sale,  
20 authorizing the Trustee to pay the Debtors' claim of exemption in the Property in the amount of  
21 up to \$25,575.

22 10. For such other and further relief as the Court deems just and proper under the  
23 circumstances of this case.

24 Respectfully submitted,

25 Dated: August 29, 2016

**SHULMAN HODGES & BASTIAN LLP**

26 /s/ Elyza P. Eshaghi

27 Leonard M. Shulman

Elyza P. Eshaghi

Attorneys for Lynda T. Bui, Chapter 7 Trustee

28 for the bankruptcy state of Raul Corona and Juana Corona

# **DECLARATION**

**DECLARATION OF LYNDA T. BUI**

I, Lynda T. Bui, declare:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate of James Raul Corona and Juana Corona (“Debtors”). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto, except where matters are stated on information and belief, in which case I am informed and believe that the facts so stated are true and correct.

2. I make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief* (“Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Motion.

3. I have read and I am aware of the contents of the Motion and the accompanying Memorandum of Points and Authorities. The facts stated in the Motion and the Memorandum of Points and Authorities are true to the best of my knowledge.

4. The Debtors commenced this bankruptcy case under Chapter 7 by filing a Voluntary Petition on October 26, 2015 (“Petition Date”).

5. On their Schedule A, the Debtors list the real property located at 17647 Arnold Drive, Sonoma, California 94576 (“Property”). The Property is legally described on the Preliminary Title Report dated July 26, 2016 (“Title Report”), a copy of which is attached hereto as **Exhibit 1**.

6. In their Schedules, the Debtors valued the Property at \$700,000 and listed three alleged secured claims in the total amount of \$791,453.37. I am advised that the Debtors did not reside in the Property on the Petition Date. The Debtors claimed an exemption in the Property of \$25,575 pursuant to C.C.P. §703.150(b)(1). True and correct copies of the Debtors’ Schedules A, C and D are attached hereto as **Exhibit 2**.

1           7.       On February 2, 2016, the Court entered an order (docket 18) authorizing me to  
2 employ NRT West Inc. dba Coldwell Banker Residential Brokerage as my real estate broker  
3 (“Broker”) to assist with listing and marketing the Property for sale. After conducting an  
4 examination of the Property, the Broker recommended listing the Property for sale at \$875,000.  
5 However, the listing price for the Property had to be reduced once certain county code violations  
6 at the Property were discovered. Specifically, it was learned that the Property was subject to the  
7 Sonoma County Notice of Abatement referred to in the Title Report. The Notice of Abatement  
8 relates to the Debtors’ construction without a permit of (i) a retaining wall and (ii) electrical  
9 service to an automatic gate. The Property is being sold subject to this Notice of Abatement. As  
10 such, the purchase price for the Property reflects the Buyer taking possession of the Property  
11 subject to these code violations.

12           8.       Through my Broker, I have received an offer from the Buyer to purchase the  
13 Estate’s interest in the Property for \$780,000, subject to overbids. A true and correct copy of the  
14 Residential Purchase Agreement and Joint Escrow Instructions, Counter Offers and addendums  
15 is attached hereto as **Exhibit 3**.

16           9.       The Title Report lists the liens and encumbrances against the Property. The sale  
17 of the Property will be free and clear of certain liens pursuant to Bankruptcy Code § 363(b)(1)  
18 and (f). A chart describing the liens, claims or interests impacting the Property and their  
19 treatment through the sale is set in the Motion.

20           10.      The Title Report reflects that two UCC-1 fixture filings were recorded with the  
21 Sonoma County Recorder by SolarCity Corporation. True and correct copies of the two UCC-1  
22 fixture filings are attached hereto as **Exhibit 4**. As indicated on the recorded documents, the  
23 fixture filings relate to energy generation systems and associated components located at the  
24 Property that were provided by SolarCity Corporation (“SolarCity Equipment”). SolarCity  
25 Corporation acknowledges in its UCC-1 fixture filings that it has no claim against the Property  
26 and its only collateral is the SolarCity Equipment (see **Exhibit 4**). As such, the liens of  
27 SolarCity Corporation will not be paid through the sale, will not attach to the Property and will  
28 not attach to the proceeds of the sale received by the Estate. I intend to abandon the Estate’s

1 interest in the SolarCity Equipment and intend to contact SolarCity Corporation to have them  
2 retrieve their equipment.

3 11. The priority, validity and amount of the Omaha lien is disputed because as  
4 indicated on the Title Report, it was recorded within ninety days prior to the Petition Date. I  
5 have causes of action to have the Omaha lien avoided pursuant to my avoidance powers under  
6 the applicable sections of the Bankruptcy Code, including Code Sections 547 and/or 548. As it  
7 is subject to a bona fide dispute, I seek to sell the Property free and clear of this lien with such  
8 disputed lien to attach to the proceeds of the sale in the same validity and priority as prior to the  
9 sale pending agreement with the creditor or further Court order. I intend to communicate with  
10 counsel for Omaha to reach an agreement for the avoidance of the lien. If Omaha does not agree  
11 to voluntary release of the lien, I may commence an adversary pursuant to the trustee avoidance  
12 powers under the Bankruptcy Code to have the Omaha lien avoided.

13 12. The last day to timely file a proof of claim in the Debtors' bankruptcy case was  
14 March 7, 2016. Government claims were due by April 25, 2016. The Court's Claims Register  
15 indicates there have been nine claims filed in the total amount of \$176,958.85, consisting of  
16 secured claims of \$155,000.00, priority claims of \$.00 and general unsecured claims of  
17 \$21,958.85. However, the alleged secured claim of \$155,000 (Claim 9 filed by Claudia  
18 Martinez) was not properly perfected. A true and correct copy of Claim 9 filed by Claudia  
19 Martinez is attached hereto as **Exhibit 5**. The Title Report does not list Claudia Martinez deed  
20 of trust as being recorded against the Property. The copy of the deed of trust attached to Claim 9  
21 has no evidenced that it has been recorded. As such, I believe that Ms. Martinez does not hold a  
22 secured claim against the Property. I will be filing a motion to have Claim 9 reclassified as a  
23 general unsecured claim. Therefore, I believe that the general unsecured claims in this case total  
24 approximately \$176,958.85.

25 13. I believe that good cause exists to grant the Motion including approval of the  
26 Bidding Procedures to ensure receiving the highest and best offer for the Property. The Bidding  
27 Procedures will be provided to all creditors and any potential bidders or parties who have shown  
28 an interest in the Property. In addition, the Court's mandatory form *Notice of Sale of Estate*

1 *Property* will be filed with the Court so that notice of the sale of the Property may be posted on  
2 the Court's website under the link "Current Notices of Sales," thereby giving notice to any  
3 potential interested parties. Based on the foregoing, I believe that under the circumstances of  
4 this case, the Property will have been appropriately marketed for bidding.

5 14. For the reasons set forth in the Motion and this Declaration, I respectfully request  
6 that the Court grant the Motion so that I do not lose this favorable business opportunity to net a  
7 substantial amount of money for the Estate.

8 I declare under penalty of perjury under the laws of the United States of America that the  
9 foregoing is true and correct.

10 Executed on August 26, 2016, at Irvine, California.

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Lynda T. Bui

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# **DECLARATION**

**DECLARATION OF NATHAN GENEVOSE**

I, Nathan Genevose, declare:

1. I am a license real estate broker associated with NRT West, Inc., dba Coldwell Banker Residential Brokerage (“Broker Firm”), the real estate broker for Lynda T. Bui, in her capacity as the Chapter 7 trustee (“Trustee”) for the bankruptcy estate of James Raul Corona and Juana Corona (“Debtors”). I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto, except where matters are stated on information and belief, in which case I am informed and believe that the facts so stated are true and correct.

2. I make this Declaration in support of the Trustee’s *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief* (“Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Motion.

3. I have read the Motion and am familiar with the real property located at 17647 Arnold Drive, Sonoma, CA 95476 (“Property”).

4. On February 2, 2016, the Court entered an order (docket 18) authorizing the Trustee to employ the Broker Firm to assist with listing and marketing the Property for sale. I have more than twenty years of experience in the sale of real property as well as property valuations and I am familiar with valuing real property in today’s economic environment. When I initially looked at the comparables of the Property, I believed that it had fair market of \$875,000.

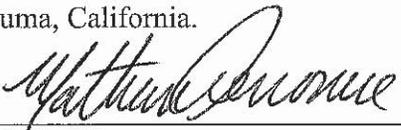
5. The listing price for the Property had to be substantially reduced once certain county code violations at the Property were discovered. Specifically, it was learned that the Property was subject to the Sonoma County Notice of Abatement referred to in the Title Report. The Notice of Abatement relates to the Debtors’ construction without a permit of (i) a retaining wall and (ii) electrical service to an automatic gate. The Property is being sold subject to this

1 Notice of Abatement. However, the Buyer has paid over \$2,000 to have the code violations  
2 corrected. As such, the purchase price for the Property reflects the Buyer taking possession of  
3 the Property subject to these code violations.

4 6. The Property has been extensively marketed for sale and has been on the market  
5 for over seven months. About two months after the Property was originally listed on the  
6 Multiple Listing Service, the price was reduced from \$875,000 to \$849,00. After still not having  
7 received offers, it was later lowered to \$799,000. It was after the listed price was reduced to  
8 \$799,000 that the Trustee received the Buyer's offer that is the subject of the Motion. This is the  
9 only offer the Trustee has received. The Trustee negotiated extensively with this Buyer and I  
10 believe this is the best offer that can be procured for the Property. However, to further market  
11 the Property for overbids, the Bidding Procedures described in the Sale Motion will be listed on  
12 the Multiple Listing Service.

13 I declare under penalty of perjury under the laws of the United States of America that the  
14 foregoing is true and correct.

15 Executed on August 26, 2016, at Petaluma, California.

16   
17 \_\_\_\_\_  
Nathan Genevose

**EXHIBIT 1**

**Preliminary Title Report**

Updated



*First American Title*

## First American Title Company

627 College Avenue  
Santa Rosa, CA 95404

Escrow Officer: Laurie Miller  
Phone: (707)577-1157  
Fax No.: (866)698-5645  
E-Mail: LaurieMiller@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: Scaife  
Owner: CORONA  
Property: 17647 Arnold Drive  
Sonoma, CA 95476

### PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

# Exhibit 1

*First American Title*

Page 1 of 14

Dated as of July 26, 2016 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA/CLTA Homeowner's (EAGLE) Policy of Title Insurance (2010) and ALTA Ext Loan Policy 1056.06 (06-17-06) if the land described is an improved residential lot or condominium unit on which there is located a one-to-four family residence; or ALTA Standard Owner's Policy 2006 (WRE 06-17-06) and the ALTA Loan Policy 2006 (06-17-06) if the land described is an unimproved residential lot or condominium unit

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

RAUL CORONA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2016-2017, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2015-2016.  
First Installment: \$4,313.04, PAID  
Penalty: \$0.00  
Second Installment: \$4,313.04, PAID  
Penalty: \$0.00  
Tax Rate Area: 158-036  
A. P. No.: 133-150-029
3. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:  
  
Community Facilities District VALLEY OF THE MOON FIRE.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

**Exhibit 1**

*First American Title*

Page 2 of 14

5. An easement for SEWER and incidental purposes in the document recorded as [BOOK 3227, PAGE 272](#) of Official Records.
6. An easement for WATER and incidental purposes in the document recorded as [BOOK 3237, PAGE 41](#) of Official Records.
7. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: ROAD AND PUBLIC UTILITY and incidental purposes affecting said land.
8. An easement for GENERAL ROAD, UTILITIES, TOGETHER WITH APPURTENANCES and incidental purposes in the document recorded January 19, 1978 as INSTRUMENT NO. [1978-075762](#), BOOK 3344, PAGE 306 of Official Records.
9. A deed of trust to secure an original indebtedness of \$544,000.00 recorded May 19, 2005 as INSTRUMENT NO. [2005069739](#) OF OFFICIAL RECORDS.

Dated: May 06, 2005  
Trustor: RAUL CORONA, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY  
Trustee: MARIN CONVEYANCING CORP.  
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
Lender: GREENPOINT MORTGAGE FUNDING, INC.

10. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled NOTICE OF ABATEMENT PROCEEDINGS recorded August 08, 2006 as INSTRUMENT NO. [2006097985](#) of Official Records.
11. A financing statement recorded January 22, 2015 as INSTRUMENT NO. [2015004655](#) OF OFFICIAL RECORDS.

Debtor: CORONA RAUL  
Secured party: SOLARCITY CORPORATION

12. A financing statement recorded August 11, 2015 as INSTRUMENT NO. [2015071514](#) of Official Records.

Debtor: CORONA RAUL AND CERVANTES BERTHA  
Secured party: SOLARCITY CORPORATION

13. A certified copy of a judgment or an abstract thereof, recorded October 09, 2015 as INSTRUMENT NO. [2015088469](#) OF OFFICIAL RECORDS.

Court: SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA  
Case No.: MCV-235083  
Debtor: RAUL CORONA, AN INDIVIDUAL  
Creditor: FIRST NATIONAL BANK OF OMAHA, A NATIONAL BANKING ASSOCIATION  
Amount: \$10,119.97, and any other amounts due thereunder.

## Exhibit 1

*First American Title*

14. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of Sonoma County, recorded March 10, 2016, as INSTRUMENT NO. [2016019957](#) of Official Records.  
Debtor: CORONA RAUL  
Year & No.: 2015-2016 & 63065  
Amount: \$93.14, and any other amounts due thereunder.
15. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as RAUL CORONA (ONE MATTER). The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
16. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
17. Water rights, claims or title to water, whether or not shown by the public records.
18. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
19. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
20. Any claim that any portion of the land is or was formerly tidelands or submerged lands.

## **Exhibit 1**

*First American Title*

<b>INFORMATIONAL NOTES</b>
----------------------------

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Single Family Residence known as 17647 ARNOLD DRIVE, SONOMA, CA.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### LEGAL DESCRIPTION

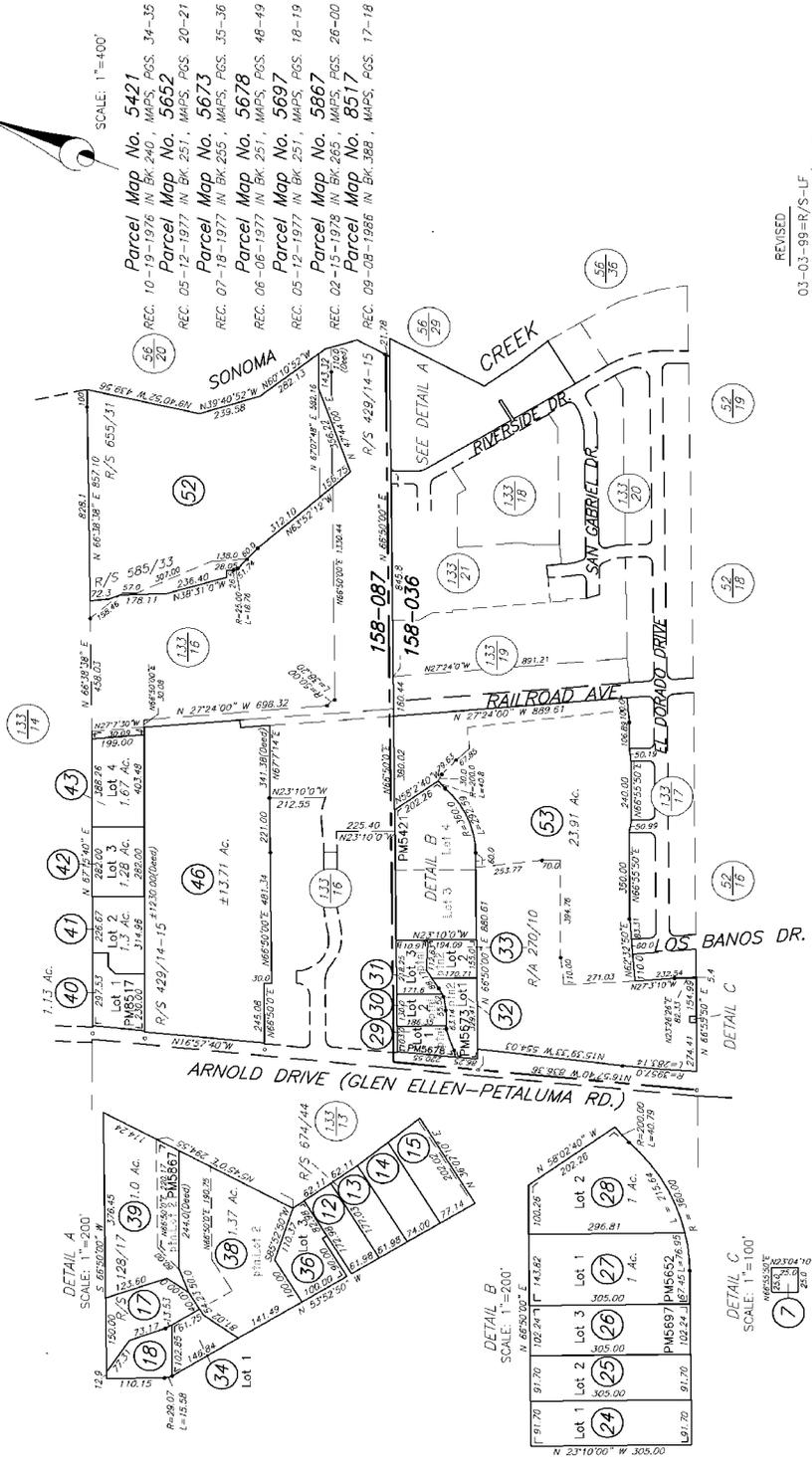
Real property in the unincorporated area of the County of Sonoma, State of California, described as follows:

LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP NO. 5678", FIELD IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, STATE OF CALIFORNIA, ON JUNE 6, 1977 IN [BOOK 251 OF MAPS AT PAGE\(S\) 48 AND 49](#), SONOMA COUNTY RECORDS.

APN: 133-150-029

**133-15**  
**TAX RATE AREA**  
**158-036**  
**158-087**

**COUNTY ASSESSOR'S PARCEL MAP**



- REVISED
- 01-03-99=R/S-LF
  - 05-30-01=Comp.P/O-LSL
  - 04-30-04=52-LF
  - 04-30-04=Ac.Corr.-LF
  - 01-13-06=R/S-BC
  - 10-07-08=53-BC

**Assessor's Map Bk. 133, Pg. 15**  
**Sonoma County, Calif. (ACAD)**

KEY 10/6/08 BC

NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

NOTE: This map was prepared for Assessment purposes only and does not indicate either parcel legality or a value building site. No liability is assumed by the Assessor for any errors or omissions. The screenings are based on the information supplied to the Assessor (i.e. recorded survey maps, recorded deeds, prior assessment maps, etc.)

**Exhibit 1**

***NOTICE***

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

**EXHIBIT A  
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - (a) building;
  - (b) zoning;
  - (c) land use;
  - (d) improvements on the Land;
  - (e) land division; and
  - (f) environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - (c) that result in no loss to You; or
  - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
  - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)**

**EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - (a) and use
  - (b) improvements on the land
  - (c) and division
  - (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

**Exhibit 1**

*First American Title*

- (a) a notice of exercising the right appears in the public records on the Policy Date
  - (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
- (a) that are created, allowed, or agreed to by you
  - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
  - (c) that result in no loss to you
  - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
- (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
  - (b) in streets, alleys, or waterways that touch your land
- This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

**2006 ALTA LOAN POLICY (06-17-06)**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
- (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
- (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

**Exhibit 1**

*First American Title*

Page 11 of 14

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA OWNER'S POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

**Exhibit 1**

*First American Title*

Page 12 of 14

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

# Exhibit 1

*First American Title*

Page 13 of 14



*First American Title*

#### Privacy Information

##### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

#### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

#### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

#### Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

#### Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

#### Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

[FirstAm.com](http://FirstAm.com) uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

#### Fair Information Values

**Fairness** We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

**Public Record** We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

**Use** We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

**Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

**Education** We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

**Security** We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**EXHIBIT 2**

**Schedules A, C and D**

B6A (Official Form 6A) (12/07)

In re **RAUL CORONA,  
 JUANA CORONA**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
SINGEL FAMILY RESIDENCE 17647 ARNOLD DR SONOMA, CA 94576	Joint tenant	C	700,000.00	791,453.37

Sub-Total > **700,000.00** (Total of this page)

Total > **700,000.00**

(Report also on Summary of Schedules)

**Exhibit 2**

0 continuation sheets attached to the Schedule of Real Property

B6C (Official Form 6C) (4/13)

In re **RAUL CORONA,  
 JUANA CORONA**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

Debtor claims the exemptions to which debtor is entitled under:  
 (Check one box)

- 11 U.S.C. §522(b)(2)
- 11 U.S.C. §522(b)(3)

Check if debtor claims a homestead exemption that exceeds  
 \$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafter  
 with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<b>Real Property</b>			
<b>SINGEL FAMILY RESIDENCE</b> 17647 ARNOLD DR SONOMA, CA 94576	C.C.P. § 703.140(b)(1)	25,575.00	700,000.00
<b>Cash on Hand</b>			
<b>CASH ON HAND</b> Location: 7922 DAY CREEK BLVD #3305, Rancho Cucamonga CA 91730	C.C.P. § 703.140(b)(5)	80.00	80.00
<b>Checking, Savings, or Other Financial Accounts, Certificates of Deposit</b>			
<b>CHASE BANK - CHECKING ACCOUNT</b> RANCHO CUCAMONGA, CA	C.C.P. § 703.140(b)(5)	950.00	950.00
<b>Household Goods and Furnishings</b>			
<b>MISC HOUSEHOLD FURNISHINGS</b> Location: 7922 DAY CREEK BLVD #3305, Rancho Cucamonga CA 91730	C.C.P. § 703.140(b)(3)	750.00	750.00
<b>Wearing Apparel</b>			
<b>MISC HOUSEHOLD CLOTHING</b> Location: 7922 DAY CREEK BLVD #3305, Rancho Cucamonga CA 91730	C.C.P. § 703.140(b)(3)	500.00	500.00
<b>Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans</b>			
<b>EMPLOYER'S 401K</b> VANGUARD TARGET SONOMA, CA	C.C.P. § 703.140(b)(10)(E)	8,406.00	8,406.00
<b>Automobiles, Trucks, Trailers, and Other Vehicles</b>			
<b>2008 CHEVROLET TAHOE</b> Location: 7922 DAY CREEK BLVD #3305, Rancho Cucamonga CA 91730 81,000 MILES, NON-FUNCTIONING, NEEDS NEW ENGINE	C.C.P. § 703.140(b)(2)	2,500.00	2,500.00

**Exhibit 2**

Total: **38,761.00** **713,186.00**

0 continuation sheets attached to Schedule of Property Claimed as Exempt

B6D (Official Form 6D) (12/07)

In re **RAUL CORONA,  
 JUANA CORONA**

Case No. \_\_\_\_\_

Debtors

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	H W J C C O D E B T O R	Husband, Wife, Joint, or Community		C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN						
Account No. <b>1422</b>  <b>CHASE MORTGAGE</b> <b>P.O. BOX 78420</b> <b>Phoenix, AZ 85062</b>		<b>05/05</b>  <b>First Mortgage</b>  <b>SINGEL FAMILY RESIDENCE</b> <b>C 17647 ARNOLD DR</b> <b>SONOMA, CA 94576</b>					<b>536,138.00</b>	<b>0.00</b>
		Value \$ <b>700,000.00</b>						
Account No. <b>xx1608</b>  <b>CLAUDIA MARTINEZ</b> <b>3590 W COUGAR AVE</b> <b>Las Vegas, NV 89139</b>		<b>10/16/13</b>  <b>Deed of Trust</b>  <b>SINGEL FAMILY RESIDENCE</b> <b>C 17647 ARNOLD DR</b> <b>SONOMA, CA 94576</b>					<b>180,000.00</b>	<b>0.00</b>
		Value \$ <b>700,000.00</b>						
Account No. <b>1998</b>  <b>WELLS FARGO BANK NA</b> <b>P.O. BOX 54780</b> <b>Los Angeles, CA 90054</b>		<b>2008</b>  <b>HOME EQUITY LINE OF CREDIT</b>  <b>SINGEL FAMILY RESIDENCE</b> <b>C 17647 ARNOLD DR</b> <b>SONOMA, CA 94576</b>					<b>75,315.37</b>	<b>0.00</b>
		Value \$ <b>700,000.00</b>						
Account No.								
		Value \$						
Subtotal (Total of this page)							<b>791,453.37</b>	<b>0.00</b>
Total (Report on Summary of Schedules)							<b>791,453.37</b>	<b>0.00</b>

0 continuation sheets attached

**Exhibit 2**

**EXHIBIT 3**  
**Sale Agreement**

DocuSign Envelope ID: 2ADE727F-678C-4A61-8560-F7FA1D9EF90A



CALIFORNIA ASSOCIATION OF REALTORS

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 8/11/16

The following terms and conditions are hereby incorporated in and made a part of the:  Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other

dated \_\_\_\_\_, on property known as \_\_\_\_\_ 17647 Arnold Drive \_\_\_\_\_ Sonoma, CA

in which \_\_\_\_\_ Randall Scaife, Michelle Scaife is referred to as ("Buyer/Tenant") and \_\_\_\_\_ BK Estate of Corona, L. Bui, Ch. 7 Trustee is referred to as ("Seller/Landlord").

1. PURCHASE PRICE SHALL BE SEVEN HUNDRED NINETY THOUSAND DOLLARS (\$790,000). *ELIHTY thousand (\$780,000)* MS

2. BUYER HEREBY REMOVES ALL CONTINGENCIES.

3. IF SELLER IS UNABLE TO REMOVE UCC SOLAR LEASE LIENS FROM PRELIMINARY TITLE REPORT BY SEPTEMBER 25, 2016, BUYER MAY ELECT TO TERMINATE THIS TRANSACTION.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 8/15/2016 | 12:08 PDT

Date 8/11/16

Buyer/Tenant *Randall Scaife*

Seller/Landlord *[Signature]*

Randall Scaife DocuSign ID: 297EA180499

BK Estate of Corona, L. Bui, Ch. 7 Trustee

Buyer/Tenant *Michelle Scaife*

Seller/Landlord \_\_\_\_\_

Michelle Scaife - 72EE2CD8E2FA420

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

Exhibit 3

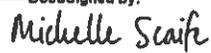
## COUNTER TO COUNTER OFFER

In response to the Counter Offer, dated June 17, 2016 made by Randall Scaife and Michelle Scaife to purchase the real property commonly known as 17647 Arnold Drive, Sonoma, CA, the following counter to counter offer is hereby submitted:

1. Purchase price shall be Seven Hundred Ninety-Five Thousand Dollars (\$795,000).
2. All other terms and conditions remain the same.

X   
Lynda Bui, Chapter 7 Trustee  
Bankruptcy Estate of Corona  
Case No. 15-20446

X   
DocuSigned by: Randy Scaife 6/21/2016 | 18:40 PDT  
Randall Scaife 460499...

X   
DocuSigned by: Michelle Scaife 6/21/2016 | 18:40 PDT  
Michelle Scaife 32EE70DBE2FA420...

## COUNTER OFFER

In reference to the offer dated June 10, 2016, made by Randall Scaife and Michelle Scaife, to purchase the real property commonly known as 17646 Arnold Drive, Sonoma, California ("Property"); the following counter offer is submitted:

(1) Seller is Lynda Bui in her capacity as Chapter 7 Trustee for the Bankruptcy Estate of Raul Corona and Julia Corona, Case No. 15-20446, Central District, California.

(2) The purchase price shall be Seven Hundred Ninety-Nine Thousand Dollars (\$799,000).

(3) RE #1-D: Buyer is aware that Seller is a bankruptcy trustee selling on behalf of a bankruptcy estate and the sale is subject to overbid and to court approval. "Approval" as used in this Counter Offer means entry of one or more orders by the court approving the sale, including such approval as is necessary to sell the Property free and clear of existing liens and encumbrances and rights of co-owners and any other orders necessary to convey title. It is estimated that the time period for approval is from 30 to 60 days. Close of Escrow shall be 15 days after court approval. This sale is subject to overbid.

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 this Counter Offer, the assets, 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 this contract between the Buyer and Seller; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

(4) RE #6: The time allowed for Buyer's investigations and approval shall commence upon Acceptance.

(5) RE #7-A(1): The cost of a natural hazard zone disclosure report will not be paid by Seller.

(6) RE #7-D(5): HOA transfer costs will not be paid by Seller.

(7) RE #7-D(10): The cost of a home warranty plan will not be paid by Seller.

(8) RE #10-A and #10-B: Except for the Federal Lead-Based Paint Disclosure, the transaction is exempt from the disclosure requirements referenced in these provisions, and therefore such disclosures will not be provided.

(9) RE #11, #15, and #16 (Condition of Property, etc.): Seller is selling and Buyer is purchasing the Property in its present "as is" condition without representation or warranties of

any kind. Buyer is not relying on Seller or Seller's agents as to the condition or safety of the Property and/or any improvements thereon, including but not necessarily limited to electrical, plumbing, heating, sewer, roof, air conditioning, foundations, soils and geology, lot size, boundary locations, or suitability of the Property and/or its improvements for particular purposes, or that any components of the Property are in working order, or that improvements are structurally sound and/or in compliance with any city, county, state, and/or federal statutes, codes, or ordinances. Seller will not be obligated to make any changes, alterations, or repairs to the Property. Any reports or corrective work required by Buyer's lender is to be the sole responsibility of Buyer. The closing of the transaction shall constitute acknowledgment by Buyer that the premises are accepted without representation or warranty of any kind and in their present "as is" condition based solely on Buyer's own inspections and investigations. Seller does not warrant existing structures as to habitability or suitability for occupancy. Buyer assumes responsibility to check with appropriate planning authority regarding Buyer's intended use of the Property and agrees to hold Seller and Seller's agents harmless as to Buyer's intended use.

(10) RE #22 (Mediation and Arbitration of Disputes): These provisions are deleted. Jurisdiction over any dispute regarding this Purchase Agreement shall be vested exclusively in the U.S. Bankruptcy Court in Case No. 15-20446, Central District, California.

In addition, the Seller may decline, at her option and sole discretion, to consummate the Sale for any reason, including without limitation: (a) the dismissal or closure of the Debtor's bankruptcy case; (b) the conversion of the debtor's Chapter 7 bankruptcy case to any other chapter under the Bankruptcy Code; (c) the inability to subordinate any liens on the Property to the expenses of administration; (d) the inability to obtain approval of the Sale by the Bankruptcy Court; or (e) the inability to sell the Property on the terms and conditions set forth herein. The Seller reserves the right, in her sole discretion, to determine not to consummate, and to terminate, the sale of the Property by serving a notice of such termination on the Buyer. No liability or obligations shall accrue to the bankruptcy estate or the Seller, either personally or in her capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

OTHER TERMS: All other terms to remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any other offers prior to Buyer's written acceptance of this Counter Offer. Acceptance shall not be effective until a copy of this Counter Offer, dated and signed by Buyer, is received by Seller or by Nathan Genovese or Doug Hecker of Coldwell Banker, the Agent of Seller.

EXPIRATION: This Counter Offer shall expire unless written acceptance is delivered to Seller or Seller's Agent on or before 5.00 p.m. on June 20, 2016.

Seller Lynda Bai Date 6/17/16  
Lynda Bai, Chapter 7 Trustee  
Bankruptcy Estate of Raul Corona and Juana Corona  
Case No. 15-20446 C.D., CA

*subject to attached counter offer dated 6-17-16*

Buyers

DocuSigned by:  
Randy Scalfi  
7C21297EA460400

6/20/2016 | 09:54 PDT

**Exhibit 3**

DocuSigned by:  
Michelle Scalfi  
72E2C1D8E2FA429

6/20/2016 | 09:5

any kind. Buyer is not relying on Seller or Seller's agents as to the condition or safety of the Property and/or any improvements thereon, including but not necessarily limited to electrical, plumbing, heating, sewer, roof, air conditioning, foundations, soils and geology, lot size, boundary locations, or suitability of the Property and/or its improvements for particular purposes, or that any components of the Property are in working order, or that improvements are structurally sound and/or in compliance with any city, county, state, and/or federal statutes, codes, or ordinances. Seller will not be obligated to make any changes, alterations, or repairs to the Property. Any reports or corrective work required by Buyer's lender is to be the sole responsibility of Buyer. The closing of the transaction shall constitute acknowledgment by Buyer that the premises are accepted without representation or warranty of any kind and in their present "as is" condition based solely on Buyer's own inspections and investigations. Seller does not warrant existing structures as to habitability or suitability for occupancy. Buyer assumes responsibility to check with appropriate planning authority regarding Buyer's intended use of the Property and agrees to hold Seller and Seller's agents harmless as to Buyer's intended use.

(10) RE #22 (Mediation and Arbitration of Disputes): These provisions are deleted. Jurisdiction over any dispute regarding this Purchase Agreement shall be vested exclusively in the U.S. Bankruptcy Court in Case No. 15-20446, Central District, California.

In addition, the Seller may decline, at her option and sole discretion, to consummate the Sale for any reason, including without limitation: (a) the dismissal or closure of the Debtor's bankruptcy case; (b) the conversion of the debtor's Chapter 7 bankruptcy case to any other chapter under the Bankruptcy Code; (c) the inability to subordinate any liens on the Property to the expenses of administration; (d) the inability to obtain approval of the Sale by the Bankruptcy Court; or (e) the inability to sell the Property on the terms and conditions set forth herein. The Seller reserves the right, in her sole discretion, to determine not to consummate, and to terminate, the sale of the Property by serving a notice of such termination on the Buyer. No liability or obligations shall accrue to the bankruptcy estate or the Seller, either personally or in her capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

**OTHER TERMS:** All other terms to remain the same.

**RIGHT TO ACCEPT OTHER OFFERS:** Seller reserves the right to accept any other offers prior to Buyer's written acceptance of this Counter Offer. Acceptance shall not be effective until a copy of this Counter Offer, dated and signed by Buyer, is received by Seller or by Nathan Genovese or Doug Hecker of Coldwell Banker, the Agent of Seller.

**EXPIRATION:** This Counter Offer shall expire unless written acceptance is delivered to Seller or Seller's Agent on or before 5:00 p.m. on June 20, 2016.

Seller  Date 6/17/16  
Lynda Bui, Chapter 7 Trustee  
Bankruptcy Estate of Raul Corona and Juana Corona  
Case No. 15-20446 C.D., CA



**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**  
(C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: 08/10/2016

**1. OFFER:**

- A. THIS IS AN OFFER FROM Randall Scalfie, Michelle Scalfie ("Buyer")
- B. THE REAL PROPERTY to be acquired is 17647 Arnold Dr., Sonoma, CA 95476-3338, situated in Sonoma (City), Sonoma (County) California, 95476-3338 (Zip Code), Assessor's Parcel No 133-150-029 ("Property")
- C. THE PURCHASE PRICE offered is Seven Hundred Fifty Thousand Dollars \$ 750,000.00
- D. CLOSE OF ESCROW shall occur on  (date) or  60 Days After Acceptance
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

**2. AGENCY:**

- A. DISCLOSURE: The Parties each acknowledge receipt of a  "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:  
Listing Agent Coldwell Banker (Print Firm Name) is the agent of (check one):  
 the Seller exclusively; or  both the Buyer and Seller  
Selling Agent Sotheby's International Realty (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one):  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller
- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**3. FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ 5,000.00  
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer,  cashier's check,  personal check,  other within 3 business days after Acceptance (or \_\_\_\_\_).

OR (2)  Buyer Deposit with Agent. Buyer has given the deposit by personal check (or \_\_\_\_\_) to the agent submitting the offer (or to \_\_\_\_\_), made payable to \_\_\_\_\_  
The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or \_\_\_\_\_)  
Deposit checks given to agent shall be an original signed check and not a copy.  
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ 17,500.00 within \_\_\_\_\_ Days After Acceptance (or Upon removal of contingencies)  
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C.  ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or  Buyer shall, within 3 (or \_\_\_\_\_) Days After Acceptance, Deliver to Seller such verification.

- D. LOAN(S):  
(1) FIRST LOAN: in the amount of \$ 450,000.00  
This loan will be conventional financing or  FHA,  VA,  Seller financing (C.A.R. Form SFA),  assumed financing (C.A.R. Form AFA),  Other \_\_\_\_\_ This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or,  an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %  
Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.

(2)  SECOND LOAN in the amount of \$ \_\_\_\_\_  
This loan will be conventional financing or  Seller financing (C.A.R. Form SFA),  assumed financing (C.A.R. Form AFA),  Other \_\_\_\_\_ This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or,  an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount  
(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or \_\_\_\_\_) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

**E. ADDITIONAL FINANCING TERMS:** \_\_\_\_\_

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 277,500.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- G. PURCHASE PRICE (TOTAL): \$ 750,000.00

Buyer's Initials RS MS  
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Seller's Initials RS



**Exhibit 3**

Property Address 17647 Arnold Dr., Sonoma, CA 95476-3338

Date June 10, 2016

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or     ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs ( Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or     ) Days After Acceptance
- J. LOAN TERMS:
- (1) LOAN APPLICATIONS: Within 3 (or     ) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate ( Letter attached.)
- (2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s) Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) LOAN CONTINGENCY REMOVAL: Within 21 (or     ) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4)  NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies
- (5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit
- K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan) Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
4. SALE OF BUYER'S PROPERTY:
- A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer
- OR B.  This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
5. ADDENDA AND ADVISORIES:
- A. ADDENDA:
- |  |  |
|--|--|
| <input type="checkbox"/> Addendum #  | (C.A.R. Form ADM)  |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                      | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic Well and Property Monument Addendum (C.A.R. Form SWPI) |  |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                         | <input type="checkbox"/> Other   |
- B. BUYER AND SELLER ADVISORIES
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |  |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA)                        | <input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)                          | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                                    |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA)   | <input type="checkbox"/> Other   |
6. OTHER TERMS: -Buyer understands this is a bankruptcy sale subject to overbid and court approval  
-Buyer's inspection period to start upon receipt of bankruptcy court approval.
7. ALLOCATION OF COSTS
- A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.
- (1)  Buyer  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other \_\_\_\_\_ prepared by Seller's choice
- (2)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_
- (3)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

Buyer's Initials (JS MS)  
 RPA-CA REVISED 12/15 (PAGE 2 OF 10)

Seller's Initials (AB)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

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17647 Arnold



Exhibit 3

Property Address: 17647 Arnold Dr., Sonoma, CA 95476-3338

Date June 10, 2016

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

- (1) Buyer [ ] Seller [X] Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"). Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
(2) (i) Buyer [ ] Seller [ ] Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
(ii) Buyer [ ] Seller [ ] Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
(iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) Buyer [X] Seller [ ] Seller shall pay escrow fee
(b) Escrow Holder shall be First American Title Co.
(c) The Parties shall, within 5 (or ) Days After receipt, sign and return Escrow Holder's general provisions
(2) (a) Buyer [X] Seller [ ] Seller shall pay for owner's title insurance policy specified in paragraph 13E
(b) Owner's title policy to be issued by First American Title Co.
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing )

D. OTHER COSTS:

- (1) Buyer [ ] Seller [X] Seller shall pay County transfer tax or fee
(2) Buyer [ ] Seller [ ] Seller shall pay City transfer tax or fee
(3) Buyer [ ] Seller [ ] Seller shall pay Homeowners' Association ("HOA") transfer fee
(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525
(5) Buyer [ ] Seller [X] Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525
(6) Buyer to pay for any HOA certification fee.
(7) Buyer [ ] Seller [ ] Seller shall pay for any private transfer fee
(8) Buyer [ ] Seller [ ] Seller shall pay for
(9) Buyer [ ] Seller [ ] Seller shall pay for
(10) Buyer [ ] Seller [X] Seller shall pay for the cost, not to exceed \$ 500.00 of a standard (or [ ] upgraded) one-year home warranty plan, issued by following optional coverages [X] Air Conditioner [ ] Pool/Spa [ ] Other
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer
OR [ ] Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: [X] all stove(s), except [ ] all refrigerator(s) except [ ] all washer(s) and dryer(s), except
(3) The following additional items
(4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are [ ] are NOT included in the sale.
(5) LEASED OR LIENED ITEMS AND SYSTEMS: Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C
(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and , and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii)

Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or [ ] will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials ( [Signature] ) ( [Signature] )

Seller's Initials ( [Signature] ) ( [Signature] )

RPA-CA REVISED 12/15 (PAGE 3 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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17647.1.rmlhd



Property Address 17647 Arnold Dr., Sonoma, CA 95476-3338

Date June 10, 2016

**9. CLOSING AND POSSESSION:**

- A. Buyer intends (or  does not intend) to occupy the Property as Buyer's primary residence
- B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or ( Noon  AM/  PM) on the date of Close Of Escrow, (ii)  no later than \_\_\_ calendar days after Close Of Escrow; or (iii)  at \_\_\_  AM/  PM on \_\_\_
- C. Seller remaining in possession After Close Of Escrow: If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as  C.A.R. Form SIP, for Seller continued occupancy of less than 30 days,  C.A.R. Form RLAS for Seller continued occupancy of 30 days or more, and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan
- D. Tenant-occupied property: Property shall be vacant at least 5 (or \_\_\_ ) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR  Tenant to remain in possession (C.A.R. Form TIP).

- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale, and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities

**10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:**

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 14A, Seller shall, if required by Law: (I) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (II) disclose if the Property is located in a Special Flood Hazard Area, Potential Flooding (Inundation) Area, Very High Fire Hazard Zone, State Fire Responsibility Area; Earthquake Fault Zone, and Seismic Hazard Zone, and (III) disclose any other zone as required by Law and provide any other information required for those zones.
- C. WITHHOLDING TAXES: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS)
- D. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site
- F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:
  - (1) SELLER HAS: 7 (or \_\_\_ ) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials [Signature]  
RPA-CA REVISED 12/15 (PAGE 4 OF 10)

Seller's Initials [Signature]



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)

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17647 Arnold

**Exhibit 3**

Property Address 17647 Arnold Dr., Sonoma, CA 95476-3338

Date June 10, 2016

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or     ) Days After Acceptance to request from the HOA (C A R Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures") (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3) The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing (i) the Property is sold (a) AS-IS in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights (ii) the Property including pool spa landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B based upon information discovered in those investigations: (i) cancel this Agreement, or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations") including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C A R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance, and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law
- B. Seller shall make the Property available for all Buyer Investigations Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens, (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C A R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs) corporations, and government entities Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller Title shall vest as designated in Buyer's supplemental escrow instructions THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL

Buyer's Initials ( MS ) ( MS )  
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Seller's Initials ( AS ) (      )



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- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
- 14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
  - A. SELLER HAS: 7 (or     ) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
  - B. (1) BUYER HAS: 17 (or 10) Days After Acceptance, unless otherwise agreed in writing, to (i) complete all Buyer Investigations, review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property, and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.
    - (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
    - (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or     ) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
    - (4) Continuation of Contingency: Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
    - (5) Access to Property: Buyer shall have access to the Property to conduct inspections and investigations for 17 (or     ) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
  - C.  REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
  - D. SELLER RIGHT TO CANCEL:
    - (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
    - (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5), or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
  - E. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or     ) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
  - F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction, and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
  - G. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or     ) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
  - H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD) Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials       
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Seller's Initials      (      )



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- 15. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or  ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE but solely to confirm: (i) the Property is maintained pursuant to paragraph 11, (ii) Repairs have been completed as agreed, and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP)
- 16. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skilful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month
- 18. BROKERS:
  - A. COMPENSATION: Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer
  - B. SCOPE OF DUTY: Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals
- 19. REPRESENTATIVE CAPACITY: If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5) letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:
  - A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow, paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or  ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement
  - B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or  ). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law

Buyer's Initials ( *MS* )  
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Seller's Initials ( *AB* )



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- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10 Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials *MS*

Seller's Initials *J*

22. DISPUTE RESOLUTION:

- A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials *J*

Seller's Initials *J*

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials *MS*

Seller's Initials *J*

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32. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(if checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 6-17-16 SELLER [Signature] ATF in re Corona  
(Print name) Raul Corona

Date \_\_\_\_\_ SELLER \_\_\_\_\_  
(Print name) Juana Corona

Additional Signature Addendum attached (C.A.R. Form ASA).

(\_\_\_\_\_/\_\_\_\_\_) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  
 AM/  PM A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

**REAL ESTATE BROKERS:**

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
- B. Agency relationships are confirmed as stated in paragraph 2.
- C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
- D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) <u>Sotheby's International Realty</u>	CalBRE Lic. # <u>0899496</u>
By <u>[Signature]</u> <u>Maria Lounbos</u> CalBRE Lic. # <u>01002021</u>	Date <u>06/10/2016</u>
Address <u>25 E Napa St.</u>	City <u>Sonoma</u> State <u>CA</u> Zip <u>95476</u>
Telephone <u>(707)896-4070</u> Fax <u>(707)935-2289</u> E-mail <u>lounbos@earthlink.net</u>	
Real Estate Broker (Listing Firm) <u>Coldwell Banker</u>	CalBRE Lic. # <u>01908304</u>
By <u>[Signature]</u> <u>Dough Hecker</u> CalBRE Lic. # _____	Date _____
Address _____ City <u>Petaluma</u> State <u>CA</u> Zip <u>94952</u>	
Telephone <u>(707)484-6408</u> Fax <u>(707)769-4310</u> E-mail <u>doug@doughecker.com</u>	

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked,  a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_  Seller's Statement of Information and \_\_\_\_\_, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax/E-mail \_\_\_\_\_  
Escrow Holder has the following license number # \_\_\_\_\_  
 Department of Business Oversight  Department of Insurance  Bureau of Real Estate.

PRESENTATION OF OFFER: (\_\_\_\_\_) Listing Broker presented this offer to Seller on \_\_\_\_\_ (date)  
Broker or Designer Initials \_\_\_\_\_

REJECTION OF OFFER: (\_\_\_\_\_) (\_\_\_\_\_) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date)  
Seller's Initials \_\_\_\_\_

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525 South Virgil Avenue, Los Angeles, California 90020  
RPA-CA REVISED 12/15 (PAGE 10 of 10)

Buyer Acknowledges that page 10 is part of this Agreement (\_\_\_\_\_) (\_\_\_\_\_) Buyer's Initials \_\_\_\_\_  
Reviewed by \_\_\_\_\_  
Broker or Designer Initials \_\_\_\_\_



**EXHIBIT 4**  
**SolarCity Fixture Filings**

Page 1 of 3

Recording Requested By:

CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071

Return To:

CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071



**2015004655**

Official Records Of Sonoma County  
William F. Rousseau  
01/22/2015 08:27 AM  
GENERAL PUBLIC

UCCF 3 Pgs

Fee: \$20.00



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**DOCUMENT TITLE(S)**

**UCC FINANCING STATEMENT Original(UCC-1) Filing**

THIS Original(UCC-1) Filing FIXTURE FILING IS BEING RECORDED WITH SONOMA COUNTY

Order No: 46473246

**Exhibit 4**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23974 - SOLARCITY	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	46473246  CALI FIXTURE

File with: Sonoma, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S SURNAME Corona	FIRST PERSONAL NAME Raul	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 17647 ARNOLD DR		CITY SONOMA	STATE CA	POSTAL CODE 95476	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME SOLARCITY CORPORATION					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 3055 CLEARVIEW WAY		CITY SAN MATEO	STATE CA	POSTAL CODE 94402	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
All solar energy generation systems and associated components at any time provided by Secured Party to Debtor.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 46473246 JB-9541268-00 Corona, Raul	

**Exhibit 4**

0006 Petaluma

DOC #2015004655 Page 3 of 3

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME	
OR	
9b. INDIVIDUAL'S SURNAME	
Corona	
FIRST PERSONAL NAME	
Raul	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Raul Corona  
17647 ARNOLD DR  
SONOMA, CA 95476

16. Description of real estate:

A PARCEL OF LAND LOCATED IN THE STATE OF CA, COUNTY OF SONOMA, WITH A SITUS ADDRESS OF 17647 ARNOLD DR, SONOMA CA 95476-4017 C014 CURRENTLY OWNED BY CORONA RAUL HAVING A TAX ASSESSOR NUMBER OF 133-150-029 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS MAP 251 PG 48 LOT 1 AND DESCRIBED IN DOCUMENT NUMBER 249725 DATED 12/03/2003 AND RECORDED 12/05/2003 .

**Exhibit 4**

Page 1 of 4

Recording Requested By:

CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071

Return To:

CT Lien Solutions  
P.O. Box 29071  
Glendale, CA 91209-9071



**2015071514**

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William F. Rousseau  
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**DOCUMENT TITLE(S)**

**UCC FINANCING STATEMENT Original(UCC-1) Filing**

THIS Original(UCC-1) Filing FIXTURE FILING IS BEING RECORDED WITH SONOMA COUNTY

Order No: 49276825

**Exhibit 4**

DOC #2015071514 Page 2 of 4

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 23974 - SOLARCITY	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	49276825  CALI FIXTURE

File with: Sonoma, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Corona	Raul		
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
17647 ARNOLD DR		SONOMA	CA	95476
				COUNTRY
				USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	Cervantes	Bertha	B	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
17647 ARNOLD DR		SONOMA	CA	95476
				COUNTRY
				USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
SOLARCITY CORPORATION				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
3055 CLEARVIEW WAY		SAN MATEO	CA	94402
				COUNTRY
				USA

4. COLLATERAL: This financing statement covers the following collateral:

All energy generation systems and associated components at any time provided by SolarCity Corporation to Debtor. The Secured Party is not taking a security interest in the real property (except solely to the extent the foregoing is a fixture). The Secured Party's only security interest is in the specific collateral described in this section.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
 49276825 JB-9541794-00 Corona, Raul 0006 Petaluma

**Exhibit 4**

DOC #2015071514 Page 3 of 4

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME	
OR	
9b. INDIVIDUAL'S SURNAME	
Corona	
FIRST PERSONAL NAME	
Raul	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:  
 covers timber to be cut     covers as-extracted collateral     is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Raul Corona  
 17647 ARNOLD DR  
 SONOMA, CA 95476

16. Description of real estate:

A PARCEL OF LAND LOCATED IN THE STATE OF CA, COUNTY OF SONOMA, WITH A SITUS ADDRESS OF 17647 ARNOLD DR, SONOMA CA 95476-4017 C014 CURRENTLY OWNED BY CORONA RAUL HAVING A TAX ASSESSOR NUMBER OF 133-150-029 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS MAP  
 [ See Exhibit for Real Estate ]

17. MISCELLANEOUS: 49276825-CA-97 23974 - SOLARCITY

SOLARCITY OF PETALUMA with: Sonoma, CA

JB-9541794-00 Corona, Raul 0006 Petaluma

**Exhibit 4**

DOC #2015071514 Page 4 of 4

**Debtor:** Corona, Raul

### Exhibit for Real Estate

**16. Description of real estate:** Continued

251 PG 48 LOT 1 AND DESCRIBED IN DOCUMENT NUMBER 249725 DATED  
12/03/2003 AND RECORDED 12/05/2003 .

**Exhibit 4**

## **EXHIBIT 5**

**Claim 9 filed by Claudia Martinez**

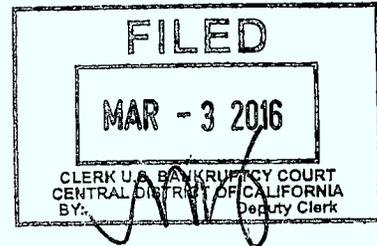
**Fill in this information to identify the case:**

Debtor 1 RAUL CORONA

Debtor 2 JUANA CORONA  
 (Spouse, if filing)

United States Bankruptcy Court for the CENTRAL DISTRICT OF CALIFORNIA

Case number 15-20446 *JC*



Official Form 410  
**Proof of Claim**

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1 Identify the Claim**

1. Who is the current creditor? CLAUDIA MARTINEZ  
 Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?  
 Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?  
CLAUDIA MARTINEZ  
 Name  
3590 W COUGAR AVE.  
 Number Street  
LAS VEGAS NV 89139  
 City State ZIP Code  
 Contact phone 916-213-9846  
 Contact email jbmcalifornia@gmail.com

Where should payments to the creditor be sent? (if different)  
 Name \_\_\_\_\_  
 Number Street \_\_\_\_\_  
 City State ZIP Code \_\_\_\_\_  
 Contact phone \_\_\_\_\_  
 Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one): \_\_\_\_\_

4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_ / MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2 Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 155,000.00. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
Money Loaned

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** Secured Deed of Trust  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded )  
 Value of property: \$ 700,000.00  
 Amount of the claim that is secured: \$ 155,000.00  
 Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)  
 Amount necessary to cure any default as of the date of the petition: \$ 11,700.00  
 Annual Interest Rate (when case was filed) 0.00 %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?  No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Yes. Check all that apply:

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment

**Part 3 Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/01/2016  
MM / DD / YYYY

  
 Signature

Print the name of the person who is completing and signing this claim:

Name Claudia Martinez  
First name Middle name Last name

Title Creditor

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 3590 W Cougar Ave  
Number Street  
Las Vegas NV 89139  
City State ZIP Code

Contact phone 916-213-9846 Email jbmcalifornia@gmail.com

**Mortgage Proof of Claim Attachment**

If you file a claim secured by a security interest in the debtor's principal residence, you must use this form as an attachment to your proof of claim.

Part 1: Mortgage and Case Information	Part 2: Total Debt Calculation	Part 3: Arrearage as of Date of the Petition	Part 4: Mortgage Information
Case number: <u>15-20446</u>	Principal balance: <u>155,000</u>	Principal & interest due: <u>11,700</u>	Principal & interest due: <u>11,700</u>
Debtor 1: <u>Raul Corona</u>	Interest due: <u>0.00</u>	Prepetition fees due: <u>0</u>	Monthly escrow: <u>0</u>
Debtor 2: <u>Jvana Corona</u>	Fees, costs due: <u>0.00</u>	Escrow deficiency for funds advanced: <u>0</u>	Private mortgage insurance: <u>0</u>
Last 4 digits to identify: _____	Escrow deficiency for funds advanced: <u>0.00</u>	Projected escrow shortage: <u>0</u>	Total monthly payment: _____
Creditor: <u>Claudia Martinez</u>	Less total funds on hand: _____	Less funds on hand: <u>0</u>	
Servicer: <u>N/A</u>	Total debt: <u>155,000</u>	Total prepetition arrearage: <u>11,700</u>	
Fixed accrual/daily simple interest/other: <u>0.00%</u>			

**Part 5: Loan Payment History from First Date of Default**

Account Activity					How Funds Were Applied/Amount Incurred						Balance After Amount			
A.	B.	C.	D.	E.	F.	G.	H.	I.	J.	K.	L.	M.	N.	O.
Date	Contractual payment amount	Funds received	Amount incurred	Description	Contractual due date	Prin, int & esc past due balance	Amount to principal	Amount to interest	Amount to escrow	Amount to fees or charges	Unapplied funds	Principal balance	Accrued interest balance	Escrow balance
8/26/15	/	25,000				0	25,000	/	/	/	/	155,000	0	0

PROMESSORY NOTE BALANCE		American DOLLARS
10/16/2013	PROMESSORY NOTE	180000
Bills paid by Claudia on behave of Coronas		
7/13/2011	\$280,000 pesos	15176
8/13/2011	\$200,000 pesos	10840
10/18/2011	\$500,000 pesos	27100
9/3/2013	\$275,000 pesos	14905
9/3/2013	\$300,000 pesos	16260
	Balance due as of 08/25/2013	180000
Corona's payments to Claudia		
8/26/2013	\$25,000.00	-25000
	Balance due as of 02/08/2016	155000

Arrears : \$ 900 X 13 months = 11,700.00  
 Last payment received : 12/4/2014

CHAPTER 7  
 CASE # 6:15-20446  
 Raol Coronas

**Exhibit 5**

documents 001.jpg

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NOTE

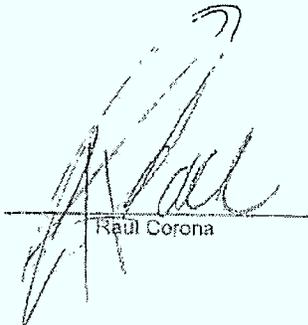
DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to trustee for cancellation before reconveyance will be made.

NOTE SECURED BY DEED OF TRUST  
(INSTALLMENT - INTEREST INCLUDED)

\$ 180,000.00, California, October 16, 2013  
In installments as herein stated, for value received, I promise to pay to  
Claudia Martinez  
at 3590 W Cougar Ave Las Vegas, NV 89139 or order  
the principal sum of One hundred eighty thousand  
dollars with interest from October 16, 2013 on unpaid  
principal at the rate of 0.0% percent per annum,  
principal and interest payable in installments of 900.00 dollars or more on the  
1st day of each Month beginning on the 1st day of November 16, 2013  
and continuing until

October 16, 2028 with a final balloon payment of \$ 58,000.00

Note is not subject to bankruptcy proceedings and will hold regardless of whether he or she files. Sale will be force if loan goes into default.

  
Raul Corona

State of Nevada  
County of Clark

Subscribed and sworn to (or affirmed) before me on  
this 16th day of October, 2013  
by Esperanza Zuniga

  
Signed as notarial officer



desktop 001.jpg

https://mail.google.com/\_/scs/mail-static/\_/js/k=gmail.main.en.dF1Ln...

RECORDING REQUESTED BY  
**Claudia Martinez**

ORDER #  
 APN

WHEN RECORDED MAIL TO

Name **Claudia Martinez**

Street Address **3590 W Cougar Ave.**

City State Zip **Las Vegas, NV 89139**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### Deed of Trust and Assignment of Rents

This Deed of Trust, made this 16th day of October, 2013, between

**Raul Corona, a married man as his sole and separate property,** , herein called TRUSTOR,  
 whose address is **17647 Arnold Dr. Sonoma, CA 95476**

**Claudia Martinez** herein called TRUSTEE, and

**Claudia Martinez** , herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST,  
 WITH POWER OF SALE, that property in the City of Sonoma, County of Sonoma, State of  
 California, described as: also known as : 17647 Arnold Dr. Sonoma, CA 95476

LOT 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "PARCEL MAP No. 6678", FILED IN THE OFFICE OF THE  
 COUNTY RECORDER OF SONOMA COUNTY, STATE OF CALIFORNIA, ON JUNE 6, 1977 IN THE BOOK 251 OF  
 MAPS AT PAGE(S) 48 AND 49, SONOMA COUNTY RECORDS.

Together With the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred  
 upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date  
 herewith, and any extension or renewal thereof, in the principal sum of \$ 180,000.00 executed by Trustor in favor of Beneficiary or  
 order; 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by  
 another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in  
 good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor  
 performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be  
 made thereon; not to commit, or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of laws to cultivate,  
 irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific  
 enumerations herein not excluding the general.

Deed of Trust and Assignment of Rents, Page 1 of 1

- (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and in pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- (4) To pay, at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, collect or compromise any insurance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fee.
- (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure of the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
- (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
- (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
- (8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may recover any part of said property, consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
- (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and rescission, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The receipt in such reconveyance of any nature or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
- (10) That as additional security, Trustee hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operations and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
- (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recording of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The receipt in such deed of any moneys or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors in any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustor predecessor, succeed in all its life, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

Deed of Trust and Assignment of Rents, Page 2 of 3

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(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, wherever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

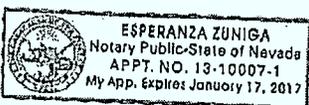
  
\_\_\_\_\_  
Raul Corona

STATE OF CALIFORNIA nevada  
COUNTY OF Clark  
On October 16, 2013 before me, the  
undersigned, a Notary Public in and for said State, personally appeared  
Raul Corona

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/was subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Esperanza Zuniga  
Name Esperanza Zuniga  
(typed or printed)

  
ESPERANZA ZUNIGA  
Notary Public-State of Nevada  
APPT. NO. 13-10007-1  
My App. Expires January 17, 2017

(This area for official notarial seal)

## 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, 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*) **August 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:

- **Lynda T. Bui (TR)** [trustee.bui@shbllp.com](mailto:trustee.bui@shbllp.com), [C115@ecfcbis.com](mailto:C115@ecfcbis.com) *Chapter 7 Trustee*
- **Elyza P Eshaghi** [eeshaghi@shbllp.com](mailto:eeshaghi@shbllp.com), [avernon@shbllp.com](mailto:avernon@shbllp.com) *Attorney for Chapter 7 Trustee*
- **Lavonna G Hayashi** [saidtbc@yahoo.com](mailto:saidtbc@yahoo.com), [saidtbc@yahoo.com](mailto:saidtbc@yahoo.com) *Attorney for Raul Corona*
- **Leonard M Shulman** [lshulman@shbllp.com](mailto:lshulman@shbllp.com) *Attorney for Chapter 7 Trustee*
- **United States Trustee (RS)** [ustpreion16.rs.ecf@usdoj.gov](mailto:ustpreion16.rs.ecf@usdoj.gov) *United States Trustee*
- **Darlene C Vigil** [cdcaecf@bdfgroup.com](mailto:cdcaecf@bdfgroup.com) *NEF for Interested Party*
- **Kristin A Zilberstein** [bknotice@mccarthyholthus.com](mailto:bknotice@mccarthyholthus.com),  
[kzilberstein@mccarthyholthus.com](mailto:kzilberstein@mccarthyholthus.com); [kzilberstein@ecf.inforuptcy.com](mailto:kzilberstein@ecf.inforuptcy.com) *Attorney for U.S.Bank Trust N.A. as Trustee for LSF9 Master Participation Trust*

Service information continued on attached page

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

On (*date*) **August 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.

**Judge's Copy**

**Honorable Scott C. Clarkson, US Bankruptcy Court, 411 W Fourth St, Suite 5130, Santa Ana, CA 92701**

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*) **Not Applicable**, 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.

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.

**August 29, 2016**

*Date*

**Lorre Clapp**

*Printed Name*

**/s/ Lorre Clapp**

*Signature*

**U.S. MAIL SERVICE LIST**

**Judge's Copy's**

Honorable Scott C. Clarkson  
United States Bankruptcy Court  
411 W Fourth St, Suite 5130  
Santa Ana, CA 92701

**Buyers**

Michelle and Randy Scaife  
104 Bernhard Ave.  
Sonoma, CA 95476

**Buyers' Broker**

Sotheby's International Realty  
Maria Lounibos  
25 E Napa St  
Sonoma, CA 95476

**Trustee's Broker**

NRT West, Inc., dba  
Coldwell Banker Residential Brokerage  
Nathan Genovese  
165 First Street  
Petaluma, CA 94952

**Notice for Lender on Sonoma Property**

GreenPoint Mortgage Funding, Inc.  
981 Airway Court Site E  
Santa Rosa, CA 95403-2049

GreenPoint Mortgage Funding, Inc.  
100 Wood Hollow Drive  
Novato, CA 94945

**Sonoma County Tax Collector**

Sonoma County Tax Collector  
David E Sundstrom, CPA  
585 Fiscal Drive, Room 100  
Santa Rosa, CA 95403

**Attorney for First National Bank of Omaha, a  
National Banking Association**

Donald T. Dunning, Esq.  
Dunning Law Firm  
4545 Murphy Canyon Rd Ste 200  
San Diego, CA 92123-4363

**Attorney for SolarCity Corporation**

SolarCity Corporation  
c/o Seth Weissman, Executive Vice President, General  
Counsel and Secretary  
3055 Clearview Way  
San Mateo, CA 94402

**Additional Notice for SolarCity Corporation**

SolarCity Corporation  
Attn Tanguy Serra, President and CFO  
3055 Clearview Way  
San Mateo, CA 94402

**County of Sonoma**

Sonoma County Permit and Resource Management  
Department  
Code Enforcement Division, Attn Michael Carey  
2550 Ventura Avenue  
Santa Rosa, CA 95403

**CONTINUED ON ATTACHED.**

**U.S. MAIL SERVICE – CONTINUED**

**DEBTOR**

RAUL CORONA  
7922 DAY CREEK BLVD #3305  
RANCHO CUCAMONGA, CA 91739-8588

**DEBTOR**

JUANA CORONA  
7922 DAY CREEK BLVD #3305  
RANCHO CUCAMONGA, CA 91739-8588

**DEBTOR - ADDITIONAL NOTICE**

JUANA CORONA  
17647 ARNOLD DRIVE  
SONOMA, CA 95476-4017

**UNITED STATES TRUSTEE**

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

**COURT MAILING LIST**

EMPLOYMENT DEVELOPMENT DEPT.  
BANKRUPTCY GROUP MIC 92E  
P.O. BOX 826880  
SACRAMENTO, CA 94280-0001

**COURT MAILING LIST**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS: A-340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

**COURT MAILING LIST**

AMERICAN EXPRESS  
P.O. BOX 0001  
LOS ANGELES, CA 90096-8000

**COURT MAILING LIST**

AMERICAN EXPRESS  
P.O. BOX 7872  
FORT LAUDERDALE, FL 33329

**PROOF OF CLAIM ADDRESS**

AMERICAN EXPRESS BANK, FSB  
C/O BECKET AND LEE LLP  
POB 3001  
MALVERN, PA 19355-0701

**RFSN**

CALIBER HOME LOANS, INC. SERVICING  
AGENT FOR US BANK TRUST, NA  
13801 WIRELESS WAY  
OKLAHOMA CITY, OK 73134

**COURT MAILING LIST**

CBNA  
P.O. BOX 6497  
XIOUX FALLS, SD 57117-6497

**COURT MAILING LIST**

CHASE CARD  
900 BROOKSEEDGE BLVD  
WESTERVILLE, OH 43081

**COURT MAILING LIST**

CHASE MORTGAGE  
P.O. BOX 78420  
PHOENIX, AZ 85062-8420

**COURT MAILING LIST**

CITI CARDS CBSDNA  
P.O. BOX 6500  
SIOUX FALLS, SD 57117-6500

**PROOF OF CLAIM ADDRESS**

CLAUDIA MARTINEZ  
3590 W COUGAR AVE  
LAS VEGAS, NV 89139-7806

**PROOF OF CLAIM ADDRESS**

CAPITAL ONE , N.A.  
C/O BECKET AND LEE LLP  
POB 3001  
MALVERN, PA 19355-0701

**COURT MAILING LIST**

DISCOVER FINANCIAL SERVICES  
163 TECHNOLOGY DR  
IRVINE, CA 92618-2486

**COURT MAILING LIST**

DISCOVER FINANCIAL SERVICES LLC  
PO BOX 3025  
NEW ALBANY OH 43054-3025

**PROOF OF CLAIM ADDRESS**

DISCOVER BANK  
DISCOVER PRODUCTS INC  
PO BOX 3025  
NEW ALBANY, OH 43054-3025

**PROOF OF CLAIM ADDRESS**

DEPARTMENT STORE NATIONAL BANK  
C/O QUANTUM3 GROUP LLC  
PO BOX 657  
KIRKLAND, WA 98083-0657

**COURT MAILING LIST**

FNB OMAHA  
19600 FAIRCHILD ROAD #270  
IRVINE, CA 92612-2517

**COURT MAILING LIST**

JC PENNY CREDIT SERVICES  
P.O. BOX 965009  
ORLANDO, FL 32896-5009

**COURT MAILING LIST**

KOHL'S/CAPONE  
P.O. BOX 2983  
MILWAUKEE, WI 53201-2983

**COURT MAILING LIST**

MCYDSNB  
9111 DUKE BLVD.  
MASON, OH 45040-8999

**COURT MAILING LIST**

MICHAEL & ASSOCIATES, PC  
555 ST. CHARLES DR, STE. 204  
THOUSAND OAKS, CA 91360-3992

**PROOF OF CLAIM ADDRESS**

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

**PROOF OF CLAIM ADDRESS**

TD BANK USA, N.A.  
C/O WEINSTEIN & RILEY, PS  
2001 WESTERN AVENUE, STE 400  
SEATTLE, WA 98121-3132

**COURT MAILING LIST**

WELLS FARGO CARD SERVICES  
P.O. BOX 30086  
LOS ANGELES, CA 90030-0086  
  
RETURNED MAIL

**DUPLICATE**

**COURT MAILING LIST**

LAVONNA G HAYASHI  
LAW OFFICES OF LAVONNA HAYASHI  
10737 LAUREL ST #104  
RANCHO CUCAMONGA, CA 91730-7658

**PREFERRED DUPLICATE**

**COURT MAILING LIST**

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

**PROOF OF CLAIM ADDRESS**

MIDLAND CREDIT MANAGEMENT INC  
AS AGENT FOR MIDLAND FUNDING LLC  
PO BOX 2011  
WARREN MI 48090-2011

**COURT MAILING LIST**

SONOMA MEADOWS HOMEOWNERS ASSOC  
645 1ST STREET W, STE. A  
SONOMA, CA 95476-7044

**RFSN - ATTORNEYS FOR US BANK TRUST,  
NA AS TRUSTEE FOR LSF9 MASTER  
PARTICIPATION TRUST, THROUGH ITS  
SERVICING AGENT CALIBER HOME  
LOANS, INC.**

MCCARTHY & HOLTHUS, LLP  
1770 FOURTH AVENUE  
SAN DIEGO, CA 92101

**PROOF OF CLAIM ADDRESS**

WELLS FARGO CARD SERVICES  
1 HOME CAMPUS 3RD FLOOR  
DES MOINES, IA 50328-0001

**UNDELIVERABLE**

**COURT MAILING LIST**

COURTESY NEF

**DUPLICATE**

**COURT MAILING LIST**

JUANA CORONA  
7922 DAY CREEK BLVD #3305  
RANCHO CUCAMONGA, CA 91739-8588

**RETURNED 4/11/16; NOT DELIVERABLE AS**

**ADDRESSED; UNABLE TO FORWARD**

**CREDITOR LISTING**

MIDLAND FUNDING  
227 W TRADE STREET, STE. 1610  
CHARLOTTE, NC 28202-1676

**COURT MAILING LIST**

OCWEN LOAN SERVICING  
1661 WORTHINGTON ROAD, STE. 100  
WEST PALM BEACH, FL 33409-6493

**COURT MAILING LIST**

TD BANK USA  
1701 ROUTE 70 EAST  
CHERRY HILL, NJ 08003-2335

**COURT MAILING LIST**

WELLS FARGO BANK NA  
P.O. BOX 54780  
LOS ANGELES, CA 90054-0780

**DUPLICATE**

**COURT MAILING LIST**

RAUL CORONA  
7922 DAY CREEK BLVD #3305  
RANCHO CUCAMONGA, CA 91739-8588

**N/A**

**COURT MAILING LIST**

RIVERSIDE DIVISION  
3420 TWELFTH STREET,  
RIVERSIDE, CA 92501-3819

**UNDELIVERABLE**

**COURT MAILING LIST**

NRT WEST