

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T Bui, Trustee 3550 Vine Street, Suite 210 Riverside, CA 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shbllp.com Chapter 7 Trustee <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: VICTORIA NGOZI KALU, Debtor(s).	CASE NO.: 6:16-bk-16328-WJ CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: 11/29/2016	Time: 1:00 pm
Location: Courtroom 304, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: Public Private **Last date to file objections:** 11/15/2016

Description of property to be sold: Real property located at 7251 Cedarwood Place, Highland, California 92346

Terms and conditions of sale: See attached Statement of Information in Compliance with LBR 6004-1(c)(3).

Proposed sale price: To be determined - subject to short sale lender approval of buyer, sale price and costs of sale

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*): Not applicable

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

Not applicable

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

Not applicable

Date: 10/26/2016

4. **Deadline for Opposition Papers:** This Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose this Motion, you must file a written response with the court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than fourteen (14) days prior to the above hearing date. If you fail to file a written response to this Motion within such time period, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief.
5. **Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure:** The undersigned hereby verifies that the above hearing date and time were available for this type of Motion according to the judge's self-calendaring procedures.

Date: 10/26/2016

Printed name of law firm

/s/ Lynda T. Bui
Signature

Lynda T. Bui, Chapter 7 Trustee
Printed name of attorney

Attachments:

- (1) Statement of Information**
- (2) Sale Motion**
- (3) Proof of Service**

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

<u>LBR 6004-1(c)(3) Requirement</u>	<u>Information</u>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: November 29, 2016 at 1:00 p.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 304 3420 Twelfth Street, Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	To be determined – buyer is subject to lender approval of a short sale.
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Real property located at: 7251 Cedarwood Place, Highland, CA 92346
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	Trustee’s Broker anticipates negotiating a sale price approved by secured lenders that provides for the following: Payment of all expenses associated with the short sale, including (i) a 6% commission to the Broker and reimbursement of the Broker’s out-of-pocket expenses, <u>and</u> (ii) a Trustee release fee for the Estate of \$24,500 to be paid by the buyer at the close of escrow. Thus, the Property will not be sold unless the Estate receives \$24,500. Upon close of escrow, the liens of the secure lenders will be released and all of their claims against the Property and the Estate with respect to the Property (including any deficiency claims resulting from the Trustee’s sale of the Property), will be waived.
<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:	Proposed sale is subject to the liens identified in the Preliminary Title Report attached as Exhibit 1 to the Declaration of Lynda T. Bui annexed to the Motion, which includes Select Portfolio Servicing (senior lienholder) and Specialized Loan Servicing (junior lienholder).
<i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:	Yes to the extent the lender requires the highest and best offer and one that is consistent with the lender’s own appraisal.
<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 Estate is expected to receive \$24,500 in “trustee release fees”. The estimated costs of sale is 8% of the sale price (includes broker commission). Sale price and costs of sale are subject to lender approval.
<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:	Trustee has employed Hyatt Relocation Corporation (“Broker”) to assist in the listing, marketing and negotiating a short sale. The Broker’s commission shall not exceed six percent of the purchase price. In the event any broker or agent other than the Broker represents a purchaser of the Property (a “Selling Broker”), the commission will be split between the Broker and the Selling Broker in amounts to be determined. Any payment to the Broker or Selling Broker, or any costs of sale, are subject to lender approval and if the lender does not approve, then sale cannot close.
<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:	Trustee believes there will be no tax liability from the sale because she is informed that (i) the Property was Debtor’s principal residence for periods aggregating two years or more during the five years prior to the Petition Date, and (ii) under Internal Revenue Code §121 (which provides for exclusion of a gain from sale of a principal residence), the amount of any gain on the sale may be excluded from taxable income up to \$250,000.
<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 November 15, 2016).

1 Lynda T Bui, Trustee
3550 Vine Street, Suite 210
2 Riverside, CA 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: Trustee.Bui@shbllp.com

4 Chapter 7 Trustee

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

9
10 In re
11 **VICTORIA NGOZI KALU,**
12 Debtors.

Case No. 6:16-bk-16328-WJ

Chapter 7

CHAPTER 7 TRUSTEE'S MOTION FOR ORDER:

- 13 (1) **AUTHORIZING THE SHORT SALE OF**
14 **REAL PROPERTY OF THE ESTATE**
PURSUANT TO BANKRUPTCY CODE §
15 **363(b);**
- 16 (2) **APPROVING PAYMENT OF REAL ESTATE**
COMMISSION; AND
- 17 (3) **GRANTING RELATED RELIEF INCLUDING**
18 **USE OF SALE PROCEEDS TO REIMBURSE**
TRUSTEE FOR ACTUAL COSTS
19 **INCURRED**

20 **MEMORANDUM OF POINTS AND**
AUTHORITIES AND DECLARATIONS OF
21 **LYNDA T. BUI AND DEBORAH L. PRIEBE IN**
SUPPORT THEREOF

22 **Real Property located at:**
7251 Cedarwood Place
23 **Highland, California 92346**

Hearing Date:

24 Date: November 29, 2016

25 Time: 1:00 p.m.

26 Place: Courtroom 304

3420 Twelfth Street
Riverside, CA 92501

1 TO THE HONORABLE WAYNE JOHNSON, UNITED STATE BANKRUPTCY JUDGE,
2 THE OFFICE OF THE UNITED STATES TRUSTEE, THE DEBTOR AND ALL
3 CREDITORS AND OTHER INTERESTED PARTIES AND THEIR COUNSEL OF
4 RECORD:

5 Lynda T. Bui, the Chapter 7 trustee ("Trustee") for the bankruptcy estate
6 ("Estate") of Victoria Ngozi Kalu ("Debtor"), brings this *Chapter 7 Trustee's Motion for*
7 *Order: (1) Authorizing the **Short Sale** of Real Property of the Estate Pursuant to*
8 *Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3)*
9 *Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for*
10 *Actual Costs Incurred* ("Sale Motion") and respectfully represents as follows:

11 I. **BACKGROUND**

12 The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code on
13 July 16, 2016 ("Petition Date").

14 The Debtor lists total unsecured claims of \$26,763.49 on her Schedule E/F. The
15 last date to file claims in the case is November 28, 2016. Government claims are due
16 by January 12, 2017.

17 The Debtor lists ownership interest in the real property located at 7251
18 Cedarwood Place, Highland, California 92346 ("Property") on her Schedule A/B, item 1.
19 On her Schedule C, the Debtor has not claimed an exemption in the Property.

20 Debtor values the Property at \$424,000 on her Schedule A and on her Schedule
21 D lists liens in favor of the following Secured Creditor(s): Select Portfolio Servicing (the
22 senior lienholder) and Specialized Loan Servicing (the junior lienholder), in the total
23 amount exceeding \$492,000.

24 A Preliminary Title Report dated August 16, 2016 on the Property is attached to
25 the Declaration of Lynda T. Bui ("Bui Declaration") as **Exhibit 1**. The outstanding liens
26 against the Property ("Secured Creditor(s)") are as shown on the Preliminary Title
27 Report.

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1 Based on the Debtor's Schedules and the Preliminary Title Report, the Property
2 is over-encumbered. In addition, the Trustee is advised that (i) the Debtor is two years
3 behind on her mortgage, (ii) one of the reasons the Debtor filed her bankruptcy is to
4 stop the pending foreclosure sale, and (iii) the Debtor does not want a foreclosure on
5 her record and would like the Trustee to short sell the Property.

6 **II. RELIEF REQUESTED**

7 Through this Sale Motion, the Trustee seeks authorization to sell the Property,
8 subject to prior written approval of Secured Creditor(s). The Trustee's Broker¹
9 anticipates negotiating a sale price approved by the Secured Creditor(s) that provides for
10 the following:

- 11 • Payment of all expenses associated with the short sale, including (i)
12 payment of a maximum 6% real estate brokerage commission to the
13 Broker and reimbursement of the Broker's out-of-pocket expenses, and (ii)
14 a fee for the Estate of \$24,500 to be paid by the buyer at the close of
15 escrow to provide for meaningful distribution on allowed unsecured claims.
16 Thus, the Property will not be sold unless the Estate receives \$24,500.
17 The Trustee will use the funds for payment of administrative claims and
18 allowed unsecured claims. As is this Trustee's practice, if necessary, she
19 and her professionals will reduce their fees as necessary to ensure a
20 meaningful distribution.
- 21 • Upon close of escrow, the liens of the senior Secured Creditor(s) will be
22 released and all of their claims against the Property and the Estate with
23 respect to the Property (including any deficiency claims resulting from the
24 Trustee's sale of the Property), will be waived.

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27 ¹ On October 13, 2016, the Trustee filed an application (docket 13) for authority to employ
28 Hyatt Relocation Corporation ("Broker") as her real estate broker to the assist the
Trustee in the listing, marketing and negotiating a short sale of the Estate's interest in
the Property. No objection to the Broker's employment has been filed and an Court order
approving the Broker's employment was submitted to the Court on October 25, 2016.

1 The Trustee believes that it is in the best interest of the Estate and its creditors to
2 short sell the Property as proposed herein. The alternative is to file a no asset report
3 and creditors will not receive anything.

4 Nothing in the Sale Motion is intended to impair any Secured Creditor(s)' right to
5 seek relief from the automatic stay or to foreclose on the Property.

6 Pursuant to Local Bankruptcy Rule 6004-1(g), once the short sale closes, the
7 Trustee will file with the Court a *Report of Sale* which details the sale terms approved by
8 the Secured Creditor(s).

9 III. **ARGUMENT**

10 A. **There is a Good Business Reason for the Sale and the Sale is in the Best**
11 **Interest of the Estate.**²

12 The duties of a trustee in a Chapter 7 filing are enumerated in 11 U.S.C. §704,
13 which provides in relevant part as follows:

14 (a) The trustee shall—

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

(2) be accountable for all property received;

19 11 U.S.C. §704(a). Further, the Trustee, after notice and hearing, may sell property of
20 the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is
21 a good business reason for the sale and the sale is in the bests interests of the estate.
22 *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re*
23 *Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to
24 net the Estate \$24,500 from the “trustee’s release fees” that the buyer will pay as part of
25 the short sale.

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28 ² 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.

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IV. CONCLUSION

WHEREFORE, based upon the foregoing, the Trustee respectfully submits that good cause exists for granting the Sale Motion and requests that the Court enter an order in the form substantially as shown on **Exhibit 3** annexed to the Bui Declaration which provides as follows:

1. Authorizing (i) the Trustee to short sell the Property on an as-is, where-is basis, without any warranties or representations, to a buyer approved by the Secured Creditor(s) ("Approved Buyer"), in an amount approved by Secured Creditor(s), under the terms and conditions set forth above, including (i) authorizing the Trustee to comply with any written short sale approval letter to be obtained from Secured Creditor(s), (ii) Secured Creditor(s) pay all customary and normal closing costs at close of escrow, including a real estate commission of no more than 6%, (iii) upon close of escrow, the liens of the senior Secured Creditor(s) shown on the Preliminary Title Report are released or paid and all of their claims against the Property and the Estate with respect to the Property (including any deficiency claims resulting from the Trustee's sale of the Property), will be waived prior to closing or at the time of closing; (iv) approve the trustee release fee payment from the Approved Buyer of \$24,500 to the Estate, and (v) authorize the Trustee to execute any and all documents to effectuate the short sale.

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

Dated: October 26, 2016 */s/ Lynda T. Bui*

Lynda T. Bui, solely in her capacity as the
Chapter 7 Trustee for the bankruptcy estate of
Victoria Ngozi Kalu

DECLARATION

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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 (“Estate”) of Victoria Ngozi Kalu (“Debtor”). 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.

2. I make this Declaration in support of my *Chapter 7 Trustee's Motion for Order: (1) Authorizing the **Short Sale** of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred* (“Sale Motion”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. The Secured Creditor(s) have not yet given their approval for a short sale. I have filed this Sale Motion to obtain an order approving the short sale of the Property on an as is where is basis, to a buyer approved the Secured Creditor(s) in an amount approved by the Secured Creditor(s) and that results in the Estate receiving a trustee release fee of at least \$24,500.

4. Attached hereto as **Exhibit 1** is a true and correct copy of the Preliminary Title Report for the Property dated August 16, 2016.

5. Attached hereto as **Exhibit 2** are true and correct copies of the Debtor’s Schedules A/B, C and D.

6. For the Court’s information, I am attaching hereto as **Exhibit 3** the proposed order approving the Sale Motion that I intend to submit should the Court approve the short sale of the Property.

7. I am seeking to sell the Estate’s interest in the Property as discussed in the Sale Motion. I believe the short sale is in the best interest of the Estate as I will create “equity” through the short sale where there was none, and propose to pay 40% of

1 the "equity" to non-administrative claimants who otherwise would have received nothing
2 in this case.

3 8. For the reasons set forth in the Sale Motion and this Declaration, I
4 respectfully request that the Court grant the Sale Motion so that I do not lose this
5 favorable business opportunity to generate a substantial amount of funds for the Estate
6 from an asset that otherwise has no equity.

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

9 Executed on October 26, 2016, at Riverside, California.

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/s/ Lynda T. Bui

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Lynda T. Bui, solely in the capacity as the Chapter 7
Trustee for the bankruptcy estate of
Victoria Ngozi Kalu

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DECLARATION

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DECLARATION OF DEBORAH L. PRIEBE

I, Deborah L. Priebe, declare and state as follows:

1. The matters stated herein are true and correct and within my personal knowledge. If called as a witness, I could and would competently testify thereto. I am a licensed California Real Estate Broker and am employed with Hyatt Relocation Corporation located at 12707 High Bluff Drive, Suite 200, San Diego, CA 92130; telephone 702-595-6536.

2. I make this declaration in support of the *Chapter 7 Trustee's Motion for Order: (1) Authorizing the **Short Sale** of Real Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred* ("Sale Motion") filed by Lynda T. Bui, the Chapter 7 trustee ("Trustee") for the bankruptcy estate ("Estate") of Victoria Ngozi Kalu ("Debtor"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Sale Motion.

3. I have read the Sale Motion and am familiar with the real property located at 7251 Cedarwood Place, Highland, California 92346 ("Property").

4. As background, I would like to explain to the Court my understanding of the basic procedures that we go through to obtain the lender's short sale approval for any real property. As a caveat, all lenders have their own procedures in addition to the basic requirements. With respect to the basic requirement true for all short sales, we start with obtaining the listing from the bankruptcy trustee. After a physical inspection of the property, we take pictures and put the property on the market. To the extent that there are any showings requested, we accommodate that as well. We coordinate with the debtor or the occupant of the property. When we receive any offer, we send out a request for highest and best offer along with all the bankruptcy terms before submitting the highest and best to the bankruptcy trustee for review and execution. Once we have an accepted offer, we present that offer with a package of all required documents

1 (which are lender specific). The package is often voluminous and lenders can change
2 requirements midstream and we would need to submit completed documents on their
3 forms. Routinely, if there is anything missing or not properly completed, the lender will
4 not review the file or consider the short sale. Assuming all documents are completed
5 and are properly submitted, the lender usually obtains an independent appraisal of the
6 property. Depending on the lender, at this stage, the file is assigned a negotiator.

7 5. The package for a short sale for any lender always includes a proposed
8 preliminary HUD-1 which details what funds will come in for the sale and the costs to be
9 paid as well as the payoff to the lender and the payment to the Estate. The HUD-1 is
10 the basis for which every real estate sale transaction in the United States is founded on.
11 There is not a transaction in any 50 states that is completed without a HUD-1. The
12 buyer, seller and lender review and approve the HUD-1 before funds are dispersed
13 through escrow in the state of California. The HUD-1 is signed by all parties in
14 agreement to the payoff of each line item in the sale. The lienholder acknowledges that
15 their final approval of closing a property would be the approval of said HUD-1. If for any
16 reason the lender does not approve a line item, it would not sign the HUD-1, and
17 escrow could not disburse funds or close the sale.

18 6. Once the package is complete, the negotiator then reviews the entire
19 package, including the type and qualification of the proposed buyer and the proposed
20 HUD-1 and all the itemized proposed payments. If the negotiator does not approve a
21 certain cost or payment, he or she will require that the items be deleted or otherwise
22 modified. Using the proposed HUD-1, the negotiator will cause the written short sale
23 approval letter to be generated and sent to the bankruptcy trustee and/or the
24 borrower(s). The short approval letter usually only provides for 30 days to close
25 escrow. An extension is often difficult to obtain. In addition, not closing escrow within
26 the 30 days can substantially delay closing because some lenders re-start the process,
27 others require new appraisals, and yet others will proceed with foreclosure. It is not
28 uncommon to see the lender negotiate the short sale at the same time it proceeds with

1 the foreclosure process such that upon expiration of the approval, the subject property
2 forecloses. For the above reasons and based on my years of experience, it is most
3 beneficial to obtain the Court order approving the short sale such that escrow can close
4 shortly after the lender approves the short sale.

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

7 Executed on October 26, 2016 at ~~San Diego, California.~~

Las Vegas, NV

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Deborah L. Priebe

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Exhibit 1 Title Report



4210 Riverwalk Parkway, Suite 200
Riverside, CA 92505
Phone: (951) 509-0211

Issuing Policies of Chicago Title Insurance Company

ORDER NO.: 00427119-993-SS1

Escrow/Customer Phone: (206) 450-2832

Title Officer: **Sandy Staley**
Title Officer Phone: (951) 509-0211
Title Officer Fax: (951) 509-5824
Title Officer Email: sandy.staley@ticortitle.com

Reference No.:

Reference No.:

PROPERTY: 7251 Cedarwood Place, Highland, CA 92346

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, Ticor Title Company of California 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 herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions 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 Attachment One. 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 Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

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.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a Nebraska Corporation.

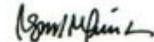
Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be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

Countersigned:

By: 
Authorized Signature



By: 
Randy Quirk, President
Attest: 
Michael Gravelle, Secretary



4210 Riverwalk Parkway, Suite 200
Riverside, CA 92505
Phone: (951) 509-0211

PRELIMINARY REPORT

EFFECTIVE DATE: August 16, 2016 at 7:30 a.m.

ORDER NO.: 00427119-993-SS1

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowners Policy of Title Insurance (12-2-13)
ALTA Extended Loan Policy (6-17-06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

a Fee as to Parcel(s) 1; An Easement(s) more fully described below as to Parcel 2.

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Victoria N. Kalu, a Single Woman, subject to proceedings pending in the bankruptcy court where a petition for relief was filed.

Name of Debtor: Victoria Ngozi Kalu
Date of Filing: 07/16/2016
U.S. District Court: Central District to California (Riverside)
Case No: 16-16328

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Lot 5 of [Tract No. 12307-1](#), in the City of Highland, County of San Bernardino, State of California as per map recorded in Book 1 79, Pages 81 through 86 inclusive of Maps, in the office of the County Recorder of said County.

Excepting therefrom the ownership, right title and interest in and to any and all oil, gas and other hydrocarbon substances, geothermal steams, brines and minerals (hereinafter collectively referred to as the "minerals") which may be found on, or in place under, or to migration in or under the real property as described herein, without right of surface entry.

Grantor further excepting to itself and its assigns, the right to enter and use the real property described above below a depth of 500 feet of the surface for the following purposes:

(1) To construct, maintain and use wells, pumps, mining shafts and drilling equipment under said real property below a depth of 500 feet of the surface, to excavate, to drill for, to pump or to mine said minerals from the real property or from any property, adjoining or otherwise, where Grantor or its assigns has or may in the future have reserved or % otherwise acquired or owns rights to any minerals.

Grantor or its assigns shall not have the right to use or penetrate the surface of, or enter upon, the real property in exercise of its rights hereunder; further, grantor or its assigns shall not have the right to remove or extricate minerals within 500 feet of the surface of said real property, as reserved in the Deeds from East Highlands Ranch, Inc., a California Corporation, recorded September 5, 1986 as Instrument No. 86-257101, Official Records and recorded December 29, 1986 as Instrument No. 86-395665, Official Records

Parcel 2:

A nonexclusive easement for use and enjoyment over and across the common Lot Areas, as defined and delineated in the Declaration of Covenants, Conditions and Restrictions for East Highlands Ranch Master Home Owners Association, recorded August 8, 1985 as [Instrument No. 85-191615](#), Official Records.

APN: 0288-461-05-0-000

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017
2. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted To: Southern California Edison Company
Purpose: public utilities
Recording Date: July 10, 1947
Recording No: [Book 2062, Page 419, of Official Records](#)
Affects: said land more particularly described therein
6. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted To: Southern California Edison Company
Purpose: public utilities
Recording Date: November 3, 1949
Recording No: [Book 2483, Page 474, of Official Records](#)
Affects: said land more particularly described therein
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted To: Southern California Edison Company
Purpose: public utilities
Recording Date: May 17, 1985
Recording No: [85-118315, of Official Records](#)
Affects: said land more particularly described therein
8. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value:

Recording Date: August 8, 1985
Recording No: [1985-191615, of Official Records](#)

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California

EXCEPTIONS (Continued)

Said instrument also provides for the levy of assessments, the lien of which is stated to be subordinate to the lien of a first mortgage or first deed of trust made in good faith or for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: April 22, 1986
Recording No: [86-104127, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 6, 1996
Recording No: [96-201195, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 6, 1996
Recording No: [96-201196, of Official Records](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: April 15, 1997
Recording No: [1997-132469, of Official Records](#)

9. All easements, offers and dedications as shown on the official map

Tract of: 12307-1

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted To: Pacific Bell
Purpose: public utilities
Recording Date: August 8, 1985
Recording No: [85-191948, of Official Records](#)
Affects: said land more particularly described therein

Reference is hereby made to said document for full particulars.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted To: Pacific Bell
Purpose: public utilities
Recording Date: January 28, 1987
Recording No: [87-027926, of Official Records](#)
Affects: said land more particularly described therein

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California

**EXCEPTIONS
(Continued)**

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$420,000.00
Dated: August 12, 2005
Trustor/Grantor: Victoria N Kalu, A Single Woman
Trustee: CTC Real Estate Services
Beneficiary: America's Wholesale Lender
Loan No.: Not Set Out
Recording Date: August 26, 2005
Recording No.: [2005-0634954, of Official Records](#)

Assignment of the beneficial interest under said deed of trust which names:

Assignee: The Bank of New York Mellon Fka the Bank of New York, as Trustee for the Certificateholders of Cwalt, Inc., Alternative Loan Trust 2005-56, Mortgage Pass-Through Certificates, Series 2005-56
Recording Date: October 28, 2014
Recording No.: [2014-0402640, of Official Records](#)

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: National Default Servicing Corporation, an Arizona Corporation
Recording Date: March 25, 2016
Recording No.: [2016-0112754, of Official Records](#)

A Notice of Default under the terms of said trust deed

Executed By: National Default Servicing Corporation, an Arizona Corporation
Recording Date: March 25, 2016
Recording No.: [2016-0112755, of Official Records](#)

A notice of Trustee's Sale under said deed of trust

Executed By: National Default Servicing Corporation
Time and Place of Sale: At the North Arrowhead Avenue entrance to the County Courthouse, 351 North Arrowhead Avenue, San Bernardino, CA 92401, 07/25/2016 At 12:00 PM
Recording Date: June 27, 2016
Recording No.: [2016-0252500, of Official Records](#)

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California

**EXCEPTIONS
(Continued)**

13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$70,000.00
Dated: August 10, 2006
Trustor/Grantor: Victoria N Kalu, A Single Woman
Trustee: Marin Conveyancing Corp.
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for
Greenpoint Mortgage Funding, Inc., its successors and assigns
Loan No.: Not Set Out
Recording Date: August 18, 2006
Recording No: [2006-0567370. of Official Records](#)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. Under California Civil Code Section 2943.1 it is a requirement that the Trustor/Grantor of said Deed of Trust either immediately provide the beneficiary with the "Borrower's instruction to Suspend and Close Equity Line of Credit" or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

If the above credit line is being paid off, this Company will require that Escrow obtain written confirmation from the current Beneficiary that the account has been frozen prior to recording. Failure to do so will result in this Company holding funds at the close of Escrow until such confirmation is obtained from the Beneficiary.

14. Furnish proof satisfactory to the Company that the proposed conveyance/mortgage necessary for the proposed insured transaction complies with all requirements of the United States Bankruptcy Code for the following person or entity:

Name of possible debtor: Victoria N. Kalu

15. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

**PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH
FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.**

END OF EXCEPTIONS

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California

REQUIREMENTS SECTION

1. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

2. Satisfactory evidence must be furnished from the secretary or other duly qualified officer of the Association showing that all assessments and fees, including special assessments or payments due to others, such as master associations, are paid in full through the date of closing.
3. The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

END OF REQUIREMENTS

PRELIMINARY REPORT
YOUR REFERENCE:

Ticor Title Company of California

INFORMATIONAL NOTES SECTION

1. Note: Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were:

Tax Identification No.: 0288-461-05-0-000
Fiscal Year: 2015-2016
1st Installment: \$2,461.47
2nd installment: \$2,461.45
Exemption: None Shown
Code Area: 018-001

2. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
3. Note: Association Assessments are periodically due from holders of title to said Land to the Homeowner's Association and transfer fees may be due whenever there is a transfer of title of any of the units. In order to ascertain seller's/buyer's association assessments and transfer fee requirements prior to transfer of a unit, Escrow companies are requested to contact said Homeowner's Association.
4. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence located in a Planned Unit Development known as 7251 Cedarwood Place, City of Highland, CA, to an Extended Coverage Loan Policy.
5. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an ALTA Loan Policy, when issued.
6. NOTE: Ticor Title Company of California will pay Chicago Title Insurance Company 12% of the title premium, as disclosed on lines 1107 and 1108 of the HUD-1.
7. Note: The policy of title insurance will include an arbitration provision. The company of the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your title insurance coverage.

END OF INFORMATIONAL NOTES

Sandy Staley/zk

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

At Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our" or "we"), we value the privacy of our customers. This Privacy Notice explains how we collect, use, and protect your information and explains the choices you have regarding that information. A summary of our privacy practices is below. We also encourage you to read the complete Privacy Notice following the summary.

<p>Types of Information Collected. You may provide us with certain personal information, like your contact information, social security number (SSN), driver's license, other government ID numbers, and/or financial information. We may also receive information from your Internet browser, computer and/or mobile device.</p>	<p>How Information is Collected. We may collect personal information directly from you from applications, forms, or communications we receive from you, or from other sources on your behalf, in connection with our provision of products or services to you. We may also collect browsing information from your Internet browser, computer, mobile device or similar equipment. This browsing information is generic and reveals nothing personal about the user.</p>
<p>Use of Your Information. We may use your information to provide products and services to you (or someone on your behalf), to improve our products and services, and to communicate with you about our products and services. We do not give or sell your personal information to parties outside of FNF for their use to market their products or services to you.</p>	<p>Security Of Your Information. We utilize a combination of security technologies, procedures and safeguards to help protect your information from unauthorized access, use and/or disclosure. We communicate to our employees about the need to protect personal information.</p>
<p>Choices With Your Information. Your decision to submit personal information is entirely up to you. You can opt-out of certain disclosures or use of your information or choose to not provide any personal information to us.</p>	<p>When We Share Information. We may disclose your information to third parties providing you products and services on our behalf, law enforcement agencies or governmental authorities, as required by law, and to parties with whom you authorize us to share your information.</p>
<p>Information From Children. We do not knowingly collect information from children under the age of 13, and our websites are not intended to attract children.</p>	<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>
<p>Access and Correction. If you desire to see the information collected about you and/or correct any inaccuracies, please contact us in the manner specified in this Privacy Notice.</p>	<p>Do Not Track Disclosures. We do not recognize "do not track" requests from Internet browsers and similar devices.</p>
<p>The California Online Privacy Protection Act. Certain FNF websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	<p>International Use. By providing us with your information, you consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>Your Consent To This Privacy Notice. By submitting information to us and using our websites, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Contact FNF. If you have questions or wish to contact us regarding this Privacy Notice, please use the contact information provided at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

FNF respects and is committed to protecting your privacy. We pledge to take reasonable steps to protect your Personal Information (as defined herein) and to ensure your information is used in compliance with this Privacy Notice.

This Privacy Notice is only in effect for information collected and/or owned by or on behalf of FNF, including collection through any FNF website or online services offered by FNF (collectively, the "Website"), as well as any information collected offline (e.g., paper documents). The provision of this Privacy Notice to you does not create any express or implied relationship, nor create any express or implied duty or other obligation, between FNF and you.

Types of Information Collected

We may collect two types of information: Personal Information and Browsing Information.

Personal Information. The types of personal information FNF collects may include, but are not limited to:

- contact information (e.g., name, address, phone number, email address);
- social security number (SSN), driver's license, and other government ID numbers; and
- financial account or loan information.

Browsing Information. The types of browsing information FNF collects may include, but are not limited to:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language;
- browser type;
- domain name system requests;
- browsing history;
- number of clicks;
- hypertext transfer protocol headers; and
- application client and server banners.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative, whether electronic or paper;
- communications to us from you or others;
- information about your transactions with, or services performed by, us, our affiliates or others; and
- information from consumer or other reporting agencies and public records that we either obtain directly from those entities, or from our affiliates or others.

We may collect *Browsing Information* from you as follows:

- Browser Log Files. Our servers automatically log, collect and record certain Browsing Information about each visitor to the Website. The Browsing Information includes only generic information and reveals nothing personal about the user.

- Cookies. From time to time, FNF may send a "cookie" to your computer when you visit the Website. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit the Website again, the cookie allows the Website to recognize your computer, with the goal of providing an optimized user experience. Cookies may store user preferences and other information. You can choose not to accept cookies by changing the settings of your Internet browser. If you choose not to accept cookies, then some functions of the Website may not work as intended.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you, or to one or more third party service providers who are performing services on your behalf or in connection with a transaction involving you;
- To improve our products and services; and
- To communicate with you and to inform you about FNF's products and services.

When We Share Information

We may share your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information with certain individuals and companies, as permitted by law, without first obtaining your authorization. Such disclosures may include, without limitation, the following:

- to agents, representatives, or others to provide you with services or products you have requested, and to enable us to detect or prevent criminal activity, fraud, or material misrepresentation or nondisclosure;
- to third-party contractors or service providers who provide services or perform other functions on our behalf;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- to other parties authorized to receive the information in connection with services provided to you or a transaction involving you.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We make efforts to ensure third party contractors and service providers who provide services or perform

functions on our behalf protect your information. We limit use of your information to the purposes for which the information was provided. We do not give or sell your information to third parties for their own direct marketing use.

We reserve the right to transfer your Personal Information, Browsing Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of this information in connection with any of the above-described proceedings. We cannot and will not be responsible for any breach of security by any third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit your information to FNF is entirely up to you. If you decide not to submit your information, FNF may not be able to provide certain products or services to you. You may choose to prevent FNF from using your information under certain circumstances ("opt out"). You may opt out of receiving communications from us about our products and/or services.

Security And Retention Of Information

FNF is committed to protecting the information you share with us and utilizes a combination of security technologies, procedures and safeguards to help protect it from unauthorized access, use and/or disclosure. FNF trains its employees on privacy practices and on FNF's privacy and information security policies. FNF works hard to retain information related to you only as long as reasonably necessary for business and/or legal purposes.

Information From Children

The Website is meant for adults. The Website is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

Privacy Outside the Website

The Website may contain links to other websites, including links to websites of third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

Because FNF's headquarters is located in the United States, we may transfer your Personal Information and/or Browsing Information to the United States. By using our website and providing us with your Personal Information and/or Browsing Information, you understand and consent to the transfer, processing and storage of such information outside your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.

Do Not Track Disclosures

Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

The California Online Privacy Protection Act

For some websites which FNF or one of its companies owns, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer, including:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- security questions and answers; and
- IP address.

The information you submit is then transferred to your mortgage loan servicer by way of CCN. **The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.**

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Information, and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, contact your mortgage loan servicer.

Access and Correction

To access your Personal Information in the possession of FNF and correct any inaccuracies, please contact us by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of information by FNF in compliance with this Privacy Notice. We reserve the right to make changes to this Privacy Notice. If we change this Privacy Notice, we will post the revised version on the Website.

Contact FNF

Please send questions and/or comments related to this Privacy Notice by email at privacy@fnf.com or by mail at:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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EFFECTIVE AS OF APRIL 1, 2016

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the field rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for each discount. These discounts only apply to transaction involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company
TTCC - Ticor Title Company of California

FNF Underwriter
CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge within the following time period from the date of the report.

DISASTER LOANS (CTIC)

The charge for a lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 40% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

EMPLOYEE RATE (TTCC and CTIC)

No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Exhibit 1

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but 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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which 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, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which 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.
Proceedings by a public agency which 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 which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are 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.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

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:

Exhibit 1

- 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.
 - 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 - 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

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.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

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.

Exhibit 1

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

(Except as provided in Schedule B - Part II, (t or T) his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(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:

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.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

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.

Exhibit 1

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 and 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:

(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:

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 in 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 that are 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.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15)

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 which 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, 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;

Exhibit 1

- (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.
 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Exhibit 1

Exhibit 2
Schedules A/B, C and D

Fill in this information to identify your case and this filing:

Debtor 1 Victoria Ngozi Kalu
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number _____

Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1

7251 Cedarwood Pl

Street address, if available, or other description

Highland CA 92346-0000
City State ZIP Code

San Bernardino
County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other _____

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Residential Home

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
\$424,000.00	\$424,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entirety, or a life estate), if known.

Fee simple

Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$424,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 Victoria Ngozi Kalu Case number (if known) _____

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- No
- Yes

3.1 Make: Honda
 Model: Pilot Utility 4D EX 2WD
 Year: 2007
 Approximate mileage: 101,000
 Other information:

Location: In debtor's possession.

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another
- Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<u>\$7,500.00</u>	<u>\$7,500.00</u>

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- No
- Yes

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$7,500.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
 Do not deduct secured claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

- No
- Yes. Describe.....

Beds, Couches, Tables, etc.
Location: In debtor's possession.

\$2,000.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- No
- Yes. Describe.....

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

- No
- Yes. Describe.....

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

- No
- Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

- No
- Yes. Describe.....

Debtor 1 Victoria Ngozi Kalu

Case number (if known) _____

11. **Clothes**

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

- No
- Yes. Describe.....

Shirts, Pants, Shoes, etc.
Location: In debtor's possession.

\$300.00

12. **Jewelry**

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

- No
- Yes. Describe.....

13. **Non-farm animals**

Examples: Dogs, cats, birds, horses

- No
- Yes. Describe.....

14. **Any other personal and household items you did not already list, including any health aids you did not list**

- No
- Yes. Give specific information.....

15. **Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here**

\$2,300.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own?
 Do not deduct secured claims or exemptions.

16. **Cash**

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

- No
- Yes.....

17. **Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

- No
- Yes.....

Institution name:

Arrowhead Credit Union
Checking and Savings Account
Location: In debtor's possession.

17.1.

\$1,500.00

18. **Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
- Yes..... Institution or issuer name:

19. **Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture**

- No
- Yes. Give specific information about them.....
 Name of entity:

% of ownership:

20. **Government and corporate bonds and other negotiable and non-negotiable instruments**

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No
- Yes. Give specific information about them

Debtor 1 Victoria Ngozi Kalu Case number (if known) _____

Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No
- Yes. List each account separately.

Type of account: _____ Institution name: _____

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
- Yes.

Institution name or individual: _____

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
- Yes..... Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

- No
- Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
- Yes. Give specific information about them...

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
- Yes. Give specific information about them...

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
- Yes. Give specific information about them...

Money or property owed to you?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.....

Possible Tax Refund Location: In IRS possession.
--

Federal

\$3,000.00

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.....

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information..

Debtor 1 Victoria Ngozi Kalu

Case number (if known) _____

31. **Interests in insurance policies**

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

No

Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

32. **Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

No

Yes. Give specific information..

33. **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**

Examples: Accidents, employment disputes, insurance claims, or rights to sue

No

Yes. Describe each claim.....

34. **Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**

No

Yes. Describe each claim.....

35. **Any financial assets you did not already list**

No

Yes. Give specific information..

36. **Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....**

\$4,500.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. **Do you own or have any legal or equitable interest in any business-related property?**

No. Go to Part 6.

Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.

If you own or have an interest in farmland, list it in Part 1.

46. **Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**

No. Go to Part 7.

Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. **Do you have other property of any kind you did not already list?**

Examples: Season tickets, country club membership

No

Yes. Give specific information.....

54. **Add the dollar value of all of your entries from Part 7. Write that number here**

\$0.00

Debtor 1 Victoria Ngozi Kalu

Case number (if known) _____

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		<u>\$424,000.00</u>
56. Part 2: Total vehicles, line 5	<u>\$7,500.00</u>	
57. Part 3: Total personal and household items, line 15	<u>\$2,300.00</u>	
58. Part 4: Total financial assets, line 36	<u>\$4,500.00</u>	
59. Part 5: Total business-related property, line 45	<u>\$0.00</u>	
60. Part 6: Total farm- and fishing-related property, line 52	<u>\$0.00</u>	
61. Part 7: Total other property not listed, line 54	+ <u>\$0.00</u>	
62. Total personal property. Add lines 56 through 61...	<u>\$14,300.00</u>	Copy personal property total <u>\$14,300.00</u>
63. Total of all property on Schedule A/B. Add line 55 + line 62		<u>\$438,300.00</u>

Fill in this information to identify your case:

Debtor 1 **Victoria Ngozi Kalu**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number _____
(if known)

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

- Which set of exemptions are you claiming? *Check one only, even if your spouse is filing with you.*
 - You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
 - You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own <small>Copy the value from <i>Schedule A/B</i></small>	Amount of the exemption you claim <small>Check only one box for each exemption.</small>	Specific laws that allow exemption
2007 Honda Pilot Utility 4D EX 2WD 101,000 miles Location: In debtor's possession. Line from <i>Schedule A/B</i> : 3.1	\$7,500.00	<input checked="" type="checkbox"/> \$5,100.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(2)
2007 Honda Pilot Utility 4D EX 2WD 101,000 miles Location: In debtor's possession. Line from <i>Schedule A/B</i> : 3.1	\$7,500.00	<input checked="" type="checkbox"/> \$2,400.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
Beds, Couches, Tables, etc. Location: In debtor's possession. Line from <i>Schedule A/B</i> : 6.1	\$2,000.00	<input checked="" type="checkbox"/> \$2,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
Shirts, Pants, Shoes, etc. Location: In debtor's possession. Line from <i>Schedule A/B</i> : 11.1	\$300.00	<input checked="" type="checkbox"/> \$300.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
Arrowhead Credit Union Checking and Savings Account Location: In debtor's possession. Line from <i>Schedule A/B</i> : 17.1	\$1,500.00	<input checked="" type="checkbox"/> \$1,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)

Debtor 1 **Victoria Ngozi Kalu**

Case number (if known)

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own	Amount of the exemption you claim	Specific laws that allow exemption
	Copy the value from Schedule A/B	Check only one box for each exemption.	
Federal: Possible Tax Refund Location: In IRS possession. Line from Schedule A/B: 28.1	\$3,000.00	<input checked="" type="checkbox"/> \$3,000.00	C.C.P. § 703.140(b)(5)
		<input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	

3. **Are you claiming a homestead exemption of more than \$160,375?**
 (Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.)
- No
- Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- No
- Yes

Fill in this information to identify your case:

Debtor 1 Victoria Ngozi Kalu
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number
(if known)

Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

		Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion if any
2.1	Select Portfolio Servicing <small>Creditor's Name</small> Po Box 65250 Salt Lake City, UT 84165 <small>Number, Street, City, State & Zip Code</small>	\$419,022.00	\$424,000.00	\$0.00
	<p>Describe the property that secures the claim: 7251 Cedarwood Pl Highland, CA 92346 San Bernardino County Residential Home</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input checked="" type="checkbox"/> Other (including a right to offset) <u>First Mortgage</u></p>			
	<p>Who owes the debt? Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt</p>			
	<p>Date debt was incurred <u>Opened 8/01/05 Last Active 8/01/14</u></p> <p>Last 4 digits of account number <u>7287</u></p>			

2.2	Specialized Loan Servicing <small>Creditor's Name</small> Attn: Bankruptcy 8742 Lucent Blvd. Suite 300 Highlands Ranch, CO 80129 <small>Number, Street, City, State & Zip Code</small>	\$73,008.00	\$424,000.00	\$68,030.00
	<p>Describe the property that secures the claim: 7251 Cedarwood Pl Highland, CA 92346 San Bernardino County Residential Home</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit</p>			
	<p>Who owes the debt? Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another</p>			

Debtor 1 **Victoria Ngozi Kalu** Case number (if know) _____
First Name Middle Name Last Name

Check if this claim relates to a community debt Other (including a right to offset) Second Mortgage

Opened
8/01/06
Last Active
 Date debt was incurred 5/01/10 Last 4 digits of account number 8335

Add the dollar value of your entries in Column A on this page. Write that number here:	\$492,030.00
If this is the last page of your form, add the dollar value totals from all pages. Write that number here:	\$492,030.00

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Exhibit 3

Proposed Sale Order

1 Lynda T Bui, Trustee
3550 Vine Street, Suite 210
2 Riverside, CA 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: Trustee.Bui@shbllp.com

4 Chapter 7 Trustee
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8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re
12 **VICTORIA NGOZI KALU,**
13 Debtors.

Case No. 6:16-bk-16328-WJ

Chapter 7

ORDER:

- 14 (1) **AUTHORIZING THE SHORT SALE OF**
15 **REAL PROPERTY OF THE ESTATE**
16 **PURSUANT TO BANKRUPTCY CODE §**
17 **363(b);**
18 (2) **APPROVING PAYMENT OF REAL ESTATE**
19 **COMMISSION; AND**
20 (3) **GRANTING RELATED RELIEF INCLUDING**
21 **USE OF SALE PROCEEDS TO REIMBURSE**
22 **TRUSTEE FOR ACTUAL COSTS**
23 **INCURRED**

24 **Real Property located at:**
25 **7251 Cedarwood Place**
26 **Highland, California 92346**

Hearing Date:

Date: November 29, 2016

Time: 1:00 p.m.

Place: Courtroom 304
3420 Twelfth Street
Riverside, CA 92501

27 The Chapter 7 Trustee's Motion for Order: (1) Authorizing the **Short Sale** of Real
28 Property of the Estate Pursuant to Bankruptcy Code § 363(b); (2) Approving Payment of
Real Estate Commission; and (3) Granting Related Relief Including Use of Sale

1 *Proceeds to Reimburse Trustee for Actual Costs Incurred* (docket *****) (“Sale Motion”)
2 filed by Lynda T. Bui, the Chapter 7 trustee (“Trustee”) for the bankruptcy estate
3 (“Estate”) of Victoria Ngozi Kalu (“Debtor”), came on for regular hearing on November
4 29, 2016, the Honorable Wayne E. Johnson, United States Bankruptcy Judge presiding.

5 The Trustee, Lynda T. Bui, appeared on her own behalf. No other parties
6 appeared.

7 The Court, having considered the Sale Motion and the papers filed therewith, the
8 arguments and representations made by counsel at the hearing, the declarations and
9 other evidence submitted in support of the Sale Motion, the record and proceedings in
10 the Debtor’s bankruptcy case, and finding that (i) proper notice has been given, (ii) the
11 relief requested by the Sale Motion is in the best interests of the Estate and its creditors,
12 and (iii) good cause having been shown;

13 **IT IS ORDERED** that:

14 1. The Sale Motion is granted contingent upon (i) the approval of the terms of
15 a short sale of the Property (defined below) being given by the current beneficiary of the
16 first priority lender lien listed on the Preliminary Title Report attached as Exhibit 1 to the
17 Declaration of Lynda T. Bui annexed to the Sale Motion (“Bui Declaration”) (“Lender”),
18 and (ii) the Trustee’s compliance with any conditions required by Lender for the short
19 sale.

20 2. The Trustee is authorized to sell to the buyer that is approved by the
21 Lender (“Buyer”) the Estate’s interest in the real property located 7251 Cedarwood
22 Place, Highland, California 92346 (“Property”), for a purchase price as approved by the
23 Lender, and subject to Lender’s approval of all costs or expenses required to be paid
24 through the short sale of the Property, including payment of a trustee release fee of
25 \$24,500 to the Estate (“Trustee Release Fee”).

26 3. The Property is located in San Bernardino County, State of California and
27 legally described¹ as follows:

28 ¹ The legal description for the Property is believed to be accurate but may be corrected or updated
by the title company in the transfer documents as necessary to complete the sale.

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Parcel 1:

Lot 5 of Tract No, 12307-1, in the City of Highland, County of San Bernardino, State of California as per map recorded in Book 1 79, Pages 81 through 86 inclusive of Maps, in the office of the County Recorder of said County.

Excepting therefrom the ownership, right title and interest in and to any and all oil, gas and other hydrocarbon substances, geothermal steams, brines and minerals (hereinafter collectively referred to as the "minerals") which may be found on, or in place under, or to migration in or under the real property as described herein, without right of surface entry.

Grantor further excepting to itself and its assigns, the right to enter and use the real property described above below a depth of 500 feet of the surface for the following purposes:

(1) To construct, maintain and use wells, pumps, mining shafts and drilling equipment under said real property below a depth of 500 feet of the surface, to excavate, to drill for, to pump or to mine said minerals from the real property or from any property, adjoining or otherwise, where Grantor or its assigns has or may in the future have reserved or % otherwise acquired or owns rights to any minerals.

Granter or its assigns shall not have the right to use or penetrate the surface of, or enter upon, the real property in exercise of its rights hereunder; further, granter or its assigns shall not have the right to remove or extricate minerals within 500 feet of the surface of said real property, as reserved in the Deeds from East Highlands Ranch, Inc., a California Corporation, recorded September 5, 1986 as Instrument No. 86-257101, Official Records and recorded December 29, 1986 as Instrument No. 86-395665, Official Records Parcel 2:

A nonexclusive easement for use and enjoyment over and across the common Lot Areas, as defined and delineated in the Declaration of Covenants, Conditions and Restrictions for East Highlands Ranch Master Home Owners Association, recorded August 8, 1985 as Instrument No. 85-191615, Official Records.

APN: 0288-461-05-0-000.

4. The sale of the Property to the Buyer shall be on the terms and conditions as set forth in any written short sale approval letter ("Approval Letter") to be obtained from the Lender which also approves payment of the Trustee Release Fee.

5. The Trustee is authorized and empowered to: (i) perform under, consummate, and implement the sale transaction consented to by the Lender under the Approval Letter and Lender approved purchase agreement with the Buyer; (ii) execute

1 all additional instruments and documents that may be reasonably necessary or
2 desirable to implement the sale transaction under the Approval Letter and in connection
3 with the sale transaction contemplated thereby; (iii) take all further actions as may be
4 necessary or appropriate for the purposes of assigning, transferring, granting,
5 conveying, encumbering, or transferring the Property as contemplated by the Approval
6 Letter; and (iv) take such other and further steps as are contemplated by the Approval
7 or reasonably required to fulfill the Trustee's obligations under the Approval Letter and
8 purchase agreement with the Buyer approved by the Lender, all without further order of
9 the Court. The Trustee is authorized to execute all documents in connection with the
10 sale transaction approved hereby.

11 6. The Buyer will be acting in good faith within the meaning of Bankruptcy
12 Code Section 363(m) in closing of the sale transaction under the Approval Letter, as
13 such, is entitled to all of the protections afforded thereby.

14 7. The sale of the Property is "as is-where is" without warranties of any kind,
15 express or implied, being given by the Trustee. The Buyer shall represent and warrant
16 that he/she/it is purchasing the Property as a result of his/her/its own investigations and
17 is not buying the Property pursuant to any representation made by any broker, agent,
18 accountant, attorney or employee acting at the direction, or on the behalf of the Trustee
19 as seller. Buyer shall acknowledge that Buyer has inspected the Property, and upon
20 closing of escrow governed by the Approval Letter and any purchase agreement
21 approved by the Lender, Buyer forever waives, for his/her/itself, heirs, successors and
22 assigns, and all claims against the Debtor, his attorneys, agents and employees, the
23 Debtor's Estate, Lynda T. Bui as Trustee and individually, and the law firm the Trustee
24 is associated, Shulman Hodges Bastian LLP, agents and employees, arising or which
25 might otherwise arise in the future concerning the Property

26 8. Prior to closing or at the time of closing the of the sale, the Trustee is
27 authorized to make the following disbursements through escrow on the sale of the
28 Property:

- 1 a. Upon close of escrow, the liens shown on the Preliminary Title Report
2 annexed as Exhibit 1 to the Bui Declaration shall be released or paid in
3 the amount as approved by the Lender under the Approval Letter and all
4 claims associated with such resolved liens (including any deficiency
5 claims resulting from the Trustee's sale of the Property), will be waived
6 prior to closing or at the time of closing of the short sale;
- 7 b. All real property taxes owed to the County Tax Collector shall be paid;
- 8 c. All normal and customary closing costs, including a Broker's commission
9 not to exceed 6%, in amounts as to be approved by the Lender;
- 10 d. \$24,500 to the Estate which will have been paid into escrow by the Buyer;
11 and
- 12 e. Such other fees and costs as approved by the Lender in its Approval
13 Letter or otherwise consented to by the Lender in writing.

14 9. In the event that the sale of the Property cannot be consummated, Lender
15 shall retain its lien for the full amount due under its lien against the Property and any
16 loan documents related to Lender's lien against the Property.

17 10. This Court retains jurisdiction to (i) enforce and implement the terms and
18 provisions of the Approval Letter, all amendments thereto, any waivers and consents
19 thereunder, and any other supplemental documents or agreements executed in
20 connection therewith including any agreement with the Buyer approved by the Lender;
21 (ii) compel delivery and payment of the consideration provided for under the Approval
22 Letter; (3) resolve any disputes, controversies or claims arising out of or relating to the
23 Approval Letter; and (4) interpret, implement, and enforce the provisions of this Order.

24 ////

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1 11. The validity of the sale approved hereby shall not be affected by the
2 appointment of a successor trustee, the dismissal of the above-captioned case, or its
3 conversion to another chapter under title 11 of the United States Code.

4 12. In the event the sale is not approved by Lender, the Trustee is authorized
5 to return any earnest money deposit received from the Buyer for the Property.

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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **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*) **October 27, 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@shblp.com, C115@ecfbis.com *Chapter 7 Trustee*
- **Daniel K Fujimoto** wdk@wolffirm.com *NEF for Interested Party*
- **Edgar P Lombera** edgarlombera99@gmail.com, edgarlombera11@gmail.com *Attorney for the Debtor*
- **United States Trustee (RS)** ustpreion16.rs.ecf@usdoj.gov *United States Trustee*

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) **October 27, 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

US Bankruptcy Court, Hon Wayne E. Johnson, 3420 Twelfth St., Suite 385, Riverside, CA 92501

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.

October 27, 2016

Date

Lorre Clapp

Printed Name

/s/ Lorre Clapp

Signature

U.S. MAIL SERVICE LIST

DEBTOR

VICTORIA NGOZI KALU
7251 CEDARWOOD PL
HIGHLAND, CA 92346-5423

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 HONDA FINANCE
P O BOX 168088
IRVING TX 75016-8088

COURT MAILING LIST

AMEX
CORRESPONDENCE
PO BOX 981540
EL PASO, TX 79998-1540

COURT MAILING LIST

BANK OF AMERICA
NC4-105-03-14
PO BOX 26012
GREENSBORO, NC 27420-6012

COURT MAILING LIST

BANK OD AMERICA
NC4-105-03-14
PO BOX 26012
GREENSBORO, NC 27420-6012

COURT MAILING LIST

CAPITAL ONE NA
ATTN: GENERAL CORRESPONDENCE
PO BOX 30285
SALT LAKE CITY, UT 84130-0285

COURT MAILING LIST

CAPITAL ONE
ATTN: BANKRUPTCY
POB 30253
SALT LAKE CITY, UT 84130-0253

COURT MAILING LIST

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

COURT MAILING LIST

CHASE BANK USA, NA
PO BOX 15298
WILMINGTON, DE 19850-5298

COURT MAILING LIST

CHASE CARD SERVICES
ATTN: CORRESPONDENCE DEPT
PO BOX 15298
WILMINGOTN, DE 19850-5298

COURT MAILING LIST

CHASE/CIRCUIT CITY
PO BOX 15298
WILMINGTON, DE 19850-5298

COURT MAILING LIST

CITIBANK / SEARS
CITICORP CREDIT SERVICES/ATTN:
CENTRALIZ
PO BOX 790040
SAINT LOUIS, MO 63179-0040

COURT MAILING LIST

CITIBANK/BEST BUY
CENTRALIZED BANKRUPTCY/CITICORP
CREDIT S
PO BOX 790040
ST LOUIS, MO 63179-0040

COURT MAILING LIST

CITIBANK/THE HOME DEPOT
CITICORP CREDIT SRVS/CENTRALIZED
BANKRUP
PO BOX 790040
SAINT LOUIS, MO 63179-0040

COURT MAILING LIST

CREDIT FIRST/CFNA
BK13 CREDIT OPERATIONS
PO BOX 818011
CLEVELAND, OH 44181-8011

COURT MAILING LIST

DISCOVER FINANCIAL
ATTN: BANKRUPTCY
PO BOX 3025
NEW ALBANY, OH 43054-3025

COURT MAILING LIST

DISH NETWORK
DEPT. 0063
PALATINE, IL 60055-0063

COURT MAILING LIST

ERC/ENHANCED RECOVERY CORP
8014 BAYBERRY RD
JACKSONVILLE, FL 32256-7412

COURT MAILING LIST

EAST HIGHLANDS RANCH MASTER HOA
C/O MONARCH EAST HIGHLANDS
RANCH
7136 CLUB VIEW
HIGHLAND, CA 92346-5430

COURT MAILING LIST

GREEN POINT SAVINGS
PO BOX 130424
ROSEVILLE, MN 55113-0004

COURT MAILING LIST

KOHL'S/CAPITAL ONE
PO BOX 3120
MILWAUKEE, WI 53201-3120

COURT MAILING LIST

PROTECT AMERICA
3800 QUICK HILL ROAD
BUILDING 1-100
AUSTIN, TX 78728-1312

COURT MAILING LIST

SELECT PORTFOLIO SERVICING
PO BOX 65250
SALT LAKE CITY, UT 84165-0250

COURT MAILING LIST

SPECIALIZED LOAN SERVICING
ATTN: BANKRUPTCY
8742 LUCENT BLVD. SUITE 300
HIGHLANDS RANCH, CO 80129-2386

COURT MAILING LIST

SYNCB/GUITAR CENTER
950 FORRER BLVD
KETTERING, OH 45420-1469

COURT MAILING LIST

SYNCHRONY BANK/MERVYNS
ATTN: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076-9104

COURT MAILING LIST

VERIZON
P.O. BOX 9688
MISSION HILLS, CA 91346-9688

COURT MAILING LIST

ZALE/STERLING JEWELERS
ATTN.: BANKRUPTCY
PO BOX 1799
AKRON, OH 44309-1799

RETURNED MAIL

10/25/16 RTS UTF

COURT MAILING LIST

SYNCHRONY BANK/ JC PENNEYS
ATTN: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076-9104

COURT MAILING LIST

SYNCHRONY BANK/AMAZON
ATTN: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076-9104

COURT MAILING LIST

SYNCHRONY BANK/MERVYNS
PO BOX 965005
ORLANDO, FL 32896-5005

COURT MAILING LIST

VERIZON WIRELESS
PO BOX 660108
DALLAS, TX 75266-0108

NOTICE PURPOSES

INTERNAL REVENUE SERVICE
P.O. BOX 7346
PHILADELPHIA, PA 19101-7346

UNDELIVERABLE

COURT MAILING LIST

COURTESY NEF

10/25/16 RTS UTF

COURT MAILING LIST

SYNCHRONY BANK/WALMART
ATTN: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076-9104

COURT MAILING LIST

SYNCHRONY BANK/LOWES
ATTN: BANKRUPTCY
PO BOX 103104
ROSWELL, GA 30076-9104

COURT MAILING LIST

TARGET
C/O FINANCIAL & RETAIL SERVICES
PO BOX 9475
MINNEAPOLIS, MN 55440-9475

COURT MAILING LIST

VISTERRA CREDIT UNION
PO BOX 9500
MORENO VALLEY, CA 92552-9500

NOTICE PURPOSES

SAN BERNARDINO COUNTY TREASURER
AND TAX COLLECTOR
268 WEST HOSPITALITY LANE, FIRST
FLOOR
SAN BERNARDINO, CA 92415-0360

UNDELIVERABLE

COURT MAILING LIST

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