

**Debtor(s).**

**Location:** Courtroom 304, United States Bankruptcy Court, 3420 Twelfth Street, Riverside, California 92501

Overbid procedure (if any): See attached Notice.

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

July 5, 2016 at 1:00 p.m. in Courtroom 304

United States Bankruptcy Court

3420 Twelfth Street, Riverside, CA 92501

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

Reem J. Bello, Esq.

Lobel Weiland Golden Friedman LLP

650 Town Center Drive, Suite 950

Costa Mesa, CA 92626

Tel: (714) 966-1000 Fax: (714) 966-1002

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Date: 06/13/2016

**LOBEL WEILAND GOLDEN FRIEDMAN LLP**

Jeffrey I. Golden, State Bar No. 133040

jgolden@lwgfllp.com

Reem J. Bello, State Bar No. 198840

rbello@lwgfllp.com

Christopher Green, State Bar No. 295874

cgreen@wglfp.com

650 Town Center Drive, Suite 950

Costa Mesa, California 92626

Telephone 714-966-1000

Facsimile 714-966-1002

Attorneys for Chapter 7 Trustee

Howard B. Grobstein

**UNITED STATES BANKRUPTCY COURT**

**CENTRAL DISTRICT OF CALIFORNIA**

**RIVERSIDE DIVISION**

In re

YESENIA S. SANCHEZ,

Debtor.

Case No. 6:15-bk-17855-WJ

Chapter 7

**NOTICE OF HEARING ON CHAPTER 7  
TRUSTEE'S MOTION FOR ORDER:**

**(1) AUTHORIZING SALE OF REAL  
PROPERTY FREE AND CLEAR OF LIENS,  
CLAIMS AND INTERESTS PURSUANT TO  
11 U.S.C. §§363(b), (f) and (h);**

**(2) APPROVING OVERBID PROCEDURES'  
(3) APPROVING BUYERS, SUCCESSFUL  
BIDDER, AND BACK-UP BIDDER AS  
GOOD-FAITH PURCHASER PURSUANT  
TO 11 U.S.C. § 363(m); AND**

**(4) AUTHORIZING PAYMENT OF  
UNDISPUTED LIENS, REAL ESTATE  
BROKER'S COMMISSIONS, AND OTHER  
ORDINARY COSTS OF SALE**

[13753 Mount Baldy Way, Victorville,  
California 92392]

**DATE: July 5, 2016**

**TIME: 1:00 p.m.**

**Ctrm: 304**

**3420 Twelfth Street  
Riverside, California 92501**

**TO ALL INTERESTED PARTIES:**

**PLEASE TAKE NOTICE** that on **July 5, 2016, at 1:00 p.m.** in Courtroom 304 of the above captioned court located at 3420 Twelfth Street, Riverside, California, a hearing will be held on the *Chapter 7 Trustee's Motion for Order: (1) Authorizing Sale of Real Property Free and Clear of Liens, Claims, and Interests Pursuant to 11 U.S.C. §§ 363(b)(f) and (h); (2) Approving Overbid Procedures; (3) Approving Buyer, Successful Bidder, and Back-up Bidder as Good-Faith Purchasers Pursuant to 11 U.S.C. § 363(m); and (4) Authorizing Payment of Undisputed Liens, Real Estate Broker's Commissions, and Other Ordinary Costs of Sale* (the "Motion") filed by Howard B. Grobstein, the chapter 7 trustee (the "Trustee") of the estate (the "Estate") of Yesenia S. Sanchez (the "Debtor").

**Summary of Motion**

Through the Motion, the Trustee seeks to sell the real property located at 13753 Mount Baldy Way, Victorville, California (the "Property"), to Saul Caballeros and Yesenia Caballeros (collectively the "Buyers"), whose address is 11660 Oxford Court, Adelanto, California, 92301, for the sum of \$160,000.00, subject to overbid.

The Trustee believes that sale price represents the fair market value of the Property and the proposed sale is reasonable and in the best interest of the Estate.

The Trustee has obtained a Preliminary Title Report (the "Title Report") which reflects that tile is currently held as Michael I. Sanchez ("M. Sanchez") and Yesenia S. Polanco, the Debtor, husband and wife, as joint tenants. A true and correct copy of the Title Report is attached as Exhibit "2" to the Motion. Concurrent with the filing of this Motion, the Trustee has entered into a stipulation with M. Sanchez (the "Stipulation") wherein he stipulates to and consents to the sale of the Property in its entirety under 11 U.S.C. § 363(h). A true and correct copy of the Stipulation is attached as Exhibit "3" to the Motion.

On April 13, 2016, the Trustee filed an application (the "Broker Application") to employ co-brokers, Elite Properties Realty and Century 21 Desert Rock and agents Phil Seymour and Pamela Ratner (together, "Broker"). The Broker Application provides for the Broker to be paid a 6% commission upon the sale of the Property if, as here, the Property is being sold without the participation of a different buyer's broker.

**Summary of Sale**

The Buyers and Seller have executed a California Residential Purchase Agreement and Joint Escrow Instructions (the "Agreement") the salient terms of the sale are as follows:

The purchase price (the "Purchase Price") is \$160,000.00;  
The Buyer will make an initial cash deposit with Trustee (the "Deposit")<sup>1</sup> of \$2,000.00;  
The Deposit is non-refundable except as provided in the Agreement (defined below);  
The sale is "as is, where is, with all faults, without warranty or recourse, but free and clear of any and all liens, claims, and interests, together with all improvements, as well as all easements and appurtenances pursuant to 11 U.S.C. §§ 363(b)(f) and (h);

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<sup>1</sup> The Buyer's Deposit has been received and is currently held by the Trustee. See Declaration of Howard B. Grobstein.

The sale is subject to Bankruptcy Court approval;  
The sale is subject to overbids; and  
The Seller will contribute \$2,000.00 towards any repairs.

The complete terms of the purchase and sale are set out in the *Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions* (the "Agreement")<sup>2</sup> attached as Exhibit "6" to the Motion.

The Broker began marketing the Property on April 4, 2016. The Property was placed into the Broker's proprietary marketing system giving more than 1,100 brokers access to the Broker's marketing materials for the Property. The Broker is continuing to market the Property for overbids.

According to the Title Report, the following deed of trust is the only deed that has been recorded against the Property and is reflected as item 6 of the Title Report. The Green Tree Servicing Lien will be paid through escrow in full.

Recording Date	Lien Holder	Lien Amount
05/02/10	Mortgage Electronic Registration Systems, Inc. assigned to Green Tree Servicing, LLC by assignment recorded April 20, 2010 as Instrument No. 2015-0155401 of Official Records (the "First Lien")	\$90,250.00

According to the Title Report, the first and second installments of general and special taxes for the fiscal year 2014-2015 have been paid.

The Trustee reserves the right to object to all or any portion of each and every claim or encumbrance that has been or will be asserted against the Property.

#### **Proposed Overbid Procedure**

The Trustee proposes and requests approval of the following overbid procedures to maximize the value of the Estate's interest in the Property:

Only a qualified bidder ("Qualified Bidder") may bid on the Property. The person identified in this Motion as the "Buyer" will be deemed to be a Qualified Bidder. The Trustee will determine whether any other prospective purchaser is a Qualified Bidder.

In order to be considered a Qualified Bidder, a prospective purchaser must:  
(a) deliver to the Trustee, in care of the Trustee's legal counsel at the address set forth at the end of this paragraph, by no later than **4:00 p.m. on July 1, 2016** (the "Qualification Deadline"):

(1) a non-contingent written offer to purchase the Property on an all-cash basis (with the bidder's performance subject only to entry of a Bankruptcy Court order approving the sale as a sale free of liens and interests pursuant to 11 U.S.C. § 363(b) and (f)) for a purchase price of not less than \$165,000.00 with terms no less favorable to the Estate than those set forth in the Agreement;

(2) evidence satisfactory to the Trustee of the prospective purchaser's financial ability to close escrow within 15 days following the entry of the Bankruptcy Court's order approving the sale; and (3) a cashier's check made payable to Howard B. Grobstein, Chapter 7 Trustee, in the amount of

<sup>2</sup> Any terms not specifically defined herein shall have the meanings set forth in the Agreement.

\$25,000.00 (the "Bidding Deposit"). However, to the extent a bidder who does not meet the Qualification Deadline appears at the hearing on this Motion, and would otherwise have been considered a Qualified Bidder, such bidder will be allowed to bid at the hearing. The Trustee's legal counsel for such purposes is identified as follows:

LOBEL WEILAND GOLDEN FRIEDMAN LLP  
Attention: Reem J. Bello, Esq.  
650 Town Center Drive, Suite 950  
Costa Mesa, California 92626

An auction sale of the Property will be conducted at the hearing on this Motion. Only Qualified Bidders, including the person specifically identified in this Motion as the Buyer, will be allowed to bid. Each incremental bid at the auction must be at least \$5,000.00 higher than the prior bid.

Upon the conclusion of the auction, the Trustee will decide which bid is the best bid (the "Successful Bid"). The bidder who made the Successful Bid (the "Successful Bidder") must pay, as the purchase price for the Property, the amount of the Successful Bid (receiving credit for its Bidding Deposit), and all closing costs payable by the purchaser, upon the close of escrow for the sale. If the sale of the Property to the Successful Bidder fails to occur by reason of any failure of performance, breach or default by the Successful Bidder, then the Successful Bidder's Bidding Deposit will be forfeited to the Trustee as liquidated damages.

Upon the conclusion of the auction, the Trustee may also decide which bid is the second best bid (the "Back-Up Bid"). If the Successful Bidder fails to close escrow on the sale of the Property, then the Trustee may sell the Property to the Qualified Bidder who submitted the Back-Up Bid (the "Back-Up Bidder") without further court order, in which event the Back-Up Bidder must pay, as the purchase price for the Property, the amount of the Back-Up Bid, (receiving credit for its Bidding Deposit), and all closing costs payable by the purchaser, upon the close of escrow for the sale. If the sale of the Property to the Back-Up Bidder fails to occur as a result of a failure of performance, breach or default by the Back-Up Bidder, then the Back-Up Bidder's Bidding Deposit will be forfeited to the Trustee as liquidated damages.

Upon the conclusion of the auction, any Bidding Deposits, other than the Bidding Deposits submitted by the Successful Bidder and any Back-Up Bidder, will be promptly returned. The Bidding Deposit submitted by the Back-Up Bidder will be returned promptly following the close of escrow for the sale of the Property to the Successful Bidder.

The Motion is on file with the Bankruptcy Court.

**Your Rights May Be Affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

**Deadline for Opposition Papers.** The Motion is being heard on regular notice pursuant to LBR 9013-1. If you also wish to oppose the Motion, you must file a written response with the Court and serve a copy of it upon the Trustee's attorney at the address located in the upper left hand corner of this notice, no less than **14 days** prior to the above hearing date. If you fail to file a written response to the 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.

**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.

**PLEASE TAKE FURTHER NOTICE** that any party requesting a copy of the Motion or any supporting documents filed with the Court with respect to the Motion may contact counsel for Trustee, Reem J. Bello, Lobel Weiland Golden Friedman LLP, by email at rbello@lwgfllp.com, by mail at 650 Town Center Drive, Suite 950, Costa Mesa, California 92626, or by telephone at (714) 966-1000.

Respectfully submitted,

Dated: June 14, 2016

LOBEL WEILAND GOLDEN FRIEDMAN LLP

By: /s/ Reem J. Bello  
REEM J. BELLO  
Attorneys for Chapter 7 Trustee,  
Howard B. Grobstein

## 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:

**650 Town Center Drive, Suite 950, Costa Mesa, California 92626**

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 indicated 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*) **June 14, 2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

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

On (*date*) **June 14, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **June 14, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Wayne Johnson, 3420 Twelfth Street, Riverside, CA 92501

☐ Service information continued on attached page

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

June 14, 2016  
\_\_\_\_\_  
*Date*

Kelly Adele  
\_\_\_\_\_  
*Printed Name*

/s/ Kelly Adele  
\_\_\_\_\_  
*Signature*



**Electronic Mail Notice List**

Reem J Bello rbello@wglip.com, kadele@wglip.com;lfisk@wglip.com;tziemann@wglip.com  
Howard B Grobstein (TR) hbgtrustee@gtfas.com, C135@ecfcbis.com  
Nancy L Lee bknotice@rcolegal.com  
Mona V Patel LawOfficesOfLadyJustice@gmail.com  
United States Trustee (RS) ustregion16.rs.ecf@usdoj.gov