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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

In re: LINDA SUE CAIN, fka Linda Sue Andicochea, Debtor(s).	CASE NO.: 6:23-bk-10011-RB CHAPTER: 7 <p style="text-align: center;">NOTICE OF SALE OF ESTATE PROPERTY</p>
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Sale Date: September 19, 2023	Time: 11:00 a.m.
Location: Courtroom 303, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: Public Private **Last date to file objections:** September 5, 2023

Description of property to be sold: Real property located at 40106 Oregold Court, Lake Elsinore, CA 92532

Terms and conditions of sale: See attached Sale Motion

Proposed sale price: \$620,000.00, subject to overbids

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

Overbid procedure (if any): Initial overbid of \$625,000.00, minimum bid increments thereafter shall be \$1,000.00. Overbids must be in writing and received by the Trustee and her counsel on or before 5:00 pm (California time) on September 12, 2023. Certified funds of 3% of the overbid purchase price must be delivered concurrent with the overbid. (See attached Sale Motion).

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

September 19, 2023 at 11:00 a.m.
United States Bankruptcy Court
Courtroom 303
3420 Twelfth Street
Riverside, CA 92501

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

Melissa Davis Lowe, Esq.
Shulman Bastian Friedman & Bui LLP
100 Spectrum Center Drive Suite 600
Irvine, CA 92618
Telephone: (949) 340-3400
Facsimile: (949) 340-3000
Email: MLowe@shulmanbastian.com

Date: 08/29/2023

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Leonard M. Shulman - Bar No. 126349 Melissa Davis Lowe - Bar No. 245521 SHULMAN BASTIAN FRIEDMAN & BUI LLP 100 Spectrum Center Drive, Suite 600 Irvine, California 92618 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: LShulman@shulmanbastian.com MLowe@shulmanbastian.com <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Lynda T. Bui, Chapter 7 Trustee	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: LINDA SUE CAIN, fka Linda Sue Andicochea, Debtor(s).	CASE NO.: 6:23-bk-10011-RB CHAPTER: 7 NOTICE OF MOTION FOR: Chapter 7 Trustee's Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief et al., (Specify name of Motion) DATE: 09/19/2023 TIME: 11:00 am COURTROOM: 303 *** PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501-3819

1. TO (specify name): Debtor and her counsel, United States Trustee, and Interested Parties
2. NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom, Movant in the above-captioned matter will move this court for an Order granting the relief sought as set forth in the Motion and accompanying supporting documents served and filed herewith. Said Motion is based upon the grounds set forth in the attached Motion and accompanying documents.
3. **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.)

*** In-Person Appearances and Remote Appearances using ZoomGov

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

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: 08/29/2023

SHULMAN BASTIAN FRIEDMAN & BUI LLP
Printed name of law firm

/s/ Melissa Davis Lowe
Signature

Melissa Davis Lowe
Printed name of attorney

1 Leonard M. Shulman – Bar No. 126349
Melissa Davis Lowe – Bar No. 245521
2 **SHULMAN BASTIAN FRIEDMAN & BUI LLP**
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6 Proposed Attorneys for Lynda T. Bui,
Chapter 7 Trustee
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**
10

11 In re

12 **LINDA SUE CAIN,**
fka Linda Sue Andicochea,

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14 Debtor.
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Case No. 6:23-bk-10011-RB

Chapter 7

CHAPTER 7 TRUSTEE’S MOTION FOR ORDER:

- (1) **APPROVING THE SALE OF REAL PROPERTY OF THE ESTATE FREE AND CLEAR OF LIENS PURSUANT TO BANKRUPTCY CODE §§ 363(b)(1) AND 363(f), SUBJECT TO OVERBIDS, COMBINED WITH NOTICE OF BIDDING PROCEDURES AND REQUEST FOR APPROVAL OF THE BIDDING PROCEDURES UTILIZED;**
- (2) **APPROVING PAYMENT OF REAL ESTATE COMMISSION AND OTHER COSTS; AND**
- (3) **GRANTING RELATED RELIEF INCLUDING AVOIDANCE OF TAX LIENS FOR PENALTIES ON REAL PROPERTY PURSUANT TO 11 U.S.C. § 724(a);**

MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATION OF LYNDIA T. BUI IN SUPPORT THEREOF

Real Property located at:
40106 Oregold Court, Lake Elsinore, CA 92532

Hearing Date:

Date: September 19, 2023

Time: 11:00 am

Place: Courtroom 303
3420 Twelfth Street
Riverside, CA 92501

[In-Person Appearances and Remote Appearances using ZoomGov]

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1 **TO THE HONORABLE MAGDALENA REYES BORDEAUX, UNITED STATES**
2 **BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, THE**
3 **DEBTOR AND HER COUNSEL AND OTHER PARTIES-IN-INTEREST:**

4 Lynda T. Bui, solely in her capacity as the Chapter 7 trustee (“Trustee”) for the bankruptcy
5 estate (“Estate”) of Linda Sue Cain (“Debtor”), brings this *Motion for Order: (1) Approving the Sale*
6 *of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§*
7 *363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and*
8 *Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate*
9 *Commission; and (3) Granting Related Relief Including Avoidance of Tax Liens for Penalties on*
10 *Real Property Pursuant to 11 U.S.C. § 724(a)* (“Sale Motion”), and respectfully represents the
11 below:

12 **I. SUMMARY OF ARGUMENT AND RELIEF**

13 Through this Sale Motion, the Trustee is requesting to sell the Property (defined below) and
14 disburse funds pursuant to the terms of *inter alia* Bankruptcy Code §§ 363(b), 363(f), 724(a) and
15 724(b), and the Occupancy Stipulation (defined below). Namely, the Trustee seeks to sell the
16 Property for \$620,000 which, after deducting costs of sale and the consensual lienholders’ interest,
17 will net the Estate approximately \$114,000 through avoidance of Tax Penalties (defined below) and
18 a small carveout from the sales commission. The Trustee estimates that the proceeds of \$114,000
19 will result in a meaningful distribution to unsecured creditors. Accordingly, the Trustee submits that
20 there is good business judgment to proceed with the sale and requests approval of the same through
21 this Motion.

22 **II. BACKGROUND**

23 **A. The Bankruptcy Case and Claims**

24 The Debtor filed the instant chapter 7 bankruptcy petition on January 3, 2023 (“Petition
25 Date”).

26 The deadline for filing claims in this case was May 5, 2023. Government claims were due
27 by July 3, 2023. There have been three claims filed as follows:

	<u>Filed Claim Amount</u>	<u>Secured Portion</u>	<u>Priority Portion</u>	<u>Unsecured Portion</u>
LVNV Funding LLC Claim 1 Filed 2/2/23	\$8,272.35	\$0.00	\$0.00	\$8,272.35
Internal Revenue Service Claim 2 Filed 2/21/23 Claim 2 includes secured penalties of \$96,536.33 which the Trustee seeks to avoid and recover for the benefit of the Estate under 11 U.S.C. § 724(a)	\$433,418.39	\$334,965.69	\$2,950.66	\$95,502.04
Franchise Tax Board Claim 3 Filed 3/17/23 Claim 3 includes secured penalties of \$15,856.80 which the Trustee seeks to avoid and recover for the benefit of the Estate under 11 U.S.C. § 724(a)	\$122,499.45	\$122,499.45	\$0.00	\$0.00

B. The Property

Property of the Estate includes the Debtor’s interest in the real property located at 40106 Oregold Court, Lake Elsinore, California 92532 (“Property”). On her Schedules A/B and D filed on January 3, 2023 [docket 1], the Debtor (i) valued the Property at \$650,000.00; and (ii) listed the following three liens: a Lender lien¹ for \$385,023.00, a tax lien by the Internal Revenue Service (“IRS”) for \$334,965.69, and a tax lien by the IRS for \$94,124.66, for total liens impacting the Property of \$814,113.35. Attached as **Exhibit 1** to the Declaration of Lynda T. Bui (“Bui Declaration”) are true and correct copies of the Debtor’s Schedules A/B, C and D. Although not listed on her Schedule D, real property records show that the California Franchise Tax Board (“FTB”) recorded a tax lien with the Riverside County Recorder on November 20, 2019, filing number 2019-0479964. Attached as **Exhibit 2** to the Bui Declaration is a true and correct copy of a preliminary title report (“Title Report”) on the Property which lists the liens and encumbrances impacting the Property.

¹ On her Schedule D, the Lender lien is identified as “Rushmore Loan Mgmt Service.” The Trustee is advised that Rushmore Loan Mgmt Service is a loan servicer and that the beneficiary under the Lender lien is Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee of CSMC 2019 – SPL1 Trust (“Lender”).

1 On her Amended Schedule C filed on March 10, 2023 [docket 21], the Debtor claimed an
2 exemption in the Property of \$28,037.00 under Cal. Civ. Proc. Code § 703.140(b)(1) (“Wildcard
3 Exemption”).

4 Real property records show that the Debtor and her deceased spouse, Harry Cain (“Harry”),
5 acquired the Property while they were married and title is held by the Debtor and Harry. Real
6 property records do not reflect that an affidavit of death has been recorded. Out of abundance of
7 caution, the Trustee asserts that based on case law, including *Brace v. Speier (In re Brace)*, 908 F.3d
8 531 (9th Cir. 2018)(ruling community property presumption trumps title presumption) and *In re*
9 *Marriage of Valli*, 58 Cal. 4th 1396, 1414 (holding all property acquired during the marriage is
10 presumed to be community property), the Property is community property and thus property of the
11 Estate.

12 The Debtor has not made a mortgage payment and owes over \$50,000 in arrearages. She
13 has determined that it is best to have the Trustee sell the Property and generate funds for payment
14 of tax liens and priority claims. The Debtor also indicated that she claimed the Wildcard Exemption
15 so that she can have some proceeds after the sale to move.

16 As discussed in more detail below, the Trustee has received an offer from Reberiano Diaz
17 Baltazar, Jr., (“Buyer”) purchase the Property for \$620,000.00, subject to overbids.

18 **C. The Occupancy Stipulation and Resolution of the Wildcard Exemption**

19 The Trustee and the Debtor resolved the Debtor’s occupancy of the Property and the
20 Wildcard Exemption pursuant to that certain Stipulation for Occupancy and Marketing of Real
21 Property (“Occupancy Stipulation”) [docket 27], which was approved pursuant to order entered on
22 May 19, 2023 [docket 39], true and correct copies of which are attached to the Bui Declaration as
23 **Exhibit 3.**

24 The Occupancy Stipulation provides for, among other things, the following:

- 25 • In exchange for the Debtor’s cooperation and assistance, the Trustee agrees the
26 Debtor may continue to occupy the Property and not make the mortgage payments
until the Trustee closes on the sale of the Property.
- 27 • In full satisfaction of the Wildcard Exemption, the Debtor is to receive 1% of the
28 Property sales price upon the close of escrow so she can have funds for her move.
Notwithstanding, the payment of at least 1% of the sales price, and in no event more

1 than \$10,000, is considered a complete and full satisfaction of and/or a settlement of
2 the Wildcard Exemption.

- 3 • If the Trustee is required to arrange and/or to pay for any Property Expenses (as
4 defined in the Occupancy Stipulation) while the Debtor occupies the Property, the
5 Debtor acknowledges that the Trustee retains the right to seek sanctions against the
6 Debtor for any default(s) related to Property Expenses, including retaining as
7 payment to the Estate the amount of any sanctions from any exemption funds due
8 and owing to the Debtor.
- 9 • If the Debtor and/or all other occupants fail or refuse to vacate the Property by the
10 Move-Out Deadline (as defined in the Occupancy Stipulation), the Debtor
11 acknowledges that the Trustee retains the right to seek sanctions against the Debtor
12 for any interest, fees or charges on the mortgages, any property taxes, and/or
13 homeowner's association fees, assessments or other charges, accruing from and after
14 the hearing date; the cost of any insurance which the Trustee procures to protect the
15 Estate's interest in the Property; the costs of maintaining the Property in good repair
16 including the costs for yard/lawn maintenance of the Property; and the costs of
17 obtaining turnover and evicting the Debtor and/or any other occupant, including any
18 attorney's fees or charges associated with that action.

12 **D. Treatment of Liens Through the Sale**

13 Lender Lien: Through escrow on the sale of the Property, the amounts owed to the Lender
14 will be paid in amounts as agreed to by the secured creditor.

15 Secured Real Property Taxes: Through escrow on the sale of the Property, the amounts owed
16 to the Riverside County Treasurer and Tax Collector ("Tax Collector") for unpaid secured real
17 property taxes will be paid in amounts as agreed to by the Tax Collector.

18 Other Tax Liens: Through the Sale Motion, pursuant to 11 U.S.C. § 724(a) the Trustee seeks
19 to avoid the tax liens of the IRS [tax lien recorded with the Riverside County Recorder on March
20 28, 2019 instrument no. 2019-0104037] and the ("FTB") [tax lien recorded with the Riverside
21 County Recorder on November 20, 2019 instrument no. 2019-0479964] to the extent that their liens
22 are comprised of penalties of the kind described in § 724(a)(4). Specifically, the Trustee seeks to
23 avoid secured penalties of \$96,536.33 as to the IRS and \$15,856.80 as to the FTB, for a total of
24 \$112,393.13 (collectively the "Tax Penalties"), and a determination that the lien positions of the
25 Tax Penalties are preserved for the benefit of the Estate under 11 U.S.C. § 551. The Trustee intends
26 to communicate with the IRS and the FTB to obtain their consent to the avoidance of the liens related
27 to the Tax Penalties, the preservation of the tax agency lien positions by the Trustee, and the sale of
28 the Property.

1 **E. Broker Employment, Marketing, Basis for Value of the Property**

2 Upon the Trustee's Application² and pursuant to Court order entered on April 11, 2023
3 [docket 26], the Trustee was authorized to employ Expert Real Estate & Investment as her real estate
4 broker ("Broker") to assist with the marketing and sale of the Property. The Broker listed Property
5 for sale at \$625,000.00. As set forth below, following receipt of the one offer on the Property and
6 exchange of a counter-offer, the Estate is selling the Property for \$620,000.00. The Property is
7 being sold on an "as is – where as" basis with all faults and conditions then existing at the Property.

8 The listing agreement with the Broker provides for a real estate commission to be paid upon
9 the sale of the Property in an amount not to exceed 6% of sale price. Through the sale, the
10 commission will be paid as follows: 2% to the Trustee's Broker, 2% to Safe Investment Realty
11 Group (the Buyer's Broker), and 2% to the Trustee on behalf of the Estate.

12 The Property has been on the market since May 2, 2023. There were numerous inquiries via
13 phone and email, 11 showings, and 4 offers received on the Property. The offer from the Buyer is
14 the result of negotiations between the Trustee and all interested buyers for the highest and best offer
15 on the Property.

16 The Estate does not have the funds to obtain a formal written appraisal for the estimated
17 value of the Property. Notwithstanding, the best determination of price is the market, which has
18 spoken. Further, the Broker has twenty years of experience in the sale of real property as well as
19 property valuations and is familiar with valuing real property in today's economic environment.
20 The Broker believes that the current sale price is consistent with local area comparable properties.

21 The Trustee believes that the proposed sale, subject to overbids, will be at fair market value.
22 Given that the sale is subject to overbids, it is anticipated that the Trustee will receive the best and
23 highest value for the Property and therefore the proposed sale price is fair and reasonable.

24 **F. Surcharge of Wildcard Exemption for Costs to Maintain the Property**

25 To the extent necessary and out of an abundance of caution, the Trustee requests that any
26 unpaid Property Expenses that may be advanced by the Broker or any other Property Expenses the
27 _____

28 ² On March 10, 2023, the Trustee filed an Application for Order Authorizing Employment of Expert Real Estate &
Investment as Real Estate Broker ("Application") [docket 22].

1 Debtor fails to pay and are paid through escrow, be deducted from the Wildcard Exemption owed
2 the Debtor under the Occupancy Stipulation upon closing on the sale of the Property and retained
3 by the Trustee as reimbursement to the Estate under the Occupancy Stipulation.

4 **G. Sale Information/Compliance with LBR 6004-1(c)(3)**

5 The Buyer has offered to purchase the Property for \$620,000.00, subject to overbids.
6 Attached as **Exhibit 4** to the Bui Declaration is a true and correct copy of the Residential Purchase
7 Agreement and Joint Escrow Instructions and related addendums (collectively the “Agreement”).
8 The following chart provides information on the sale in compliance with Local Bankruptcy Rule
9 (“LBR”) 6004-1(c)(3):

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(A) Date, Time, and Place of hearing on the proposed sale:	Hearing Date and Time: 9/19/2023 at 11:00 a.m. Hearing Place: U.S. Bankruptcy Court, Courtroom 303 [In-Person Appearances and Remote Appearances using ZoomGov], 3420 Twelfth Street, Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Reberiano Diaz Baltazar, Jr. 1402 W Washington Ave Santa Ana, CA 92706
LBR 6004-1(c)(3)(C) Description of the property to be sold:	Real property located at: 40106 Oregold Court, Lake Elsinore, CA 92532
LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:	Buyer has offered \$620,000.00, subject to the Bidding Procedures. Buyer is paying all cash and is purchasing the Property “AS IS” without warranties of any kind, expressed or implied, being given by the Trustee, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property.

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LBR 6004-1(c)(3) Requirement	Information
<p>LBR 6004-1(c)(3)(E) 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:</p>	<p>Liens impacting the Property are identified in the Title Report. Pro-rata unpaid real property taxes will be paid. The lien of the Lender will be paid in amounts as agreed to by the secured creditor and such liens will be released.</p> <p>Pursuant to 11 U.S.C. § 724(a) the Trustee seeks to avoid the tax liens of the IRS and the FTB to the extent that their liens are comprised of penalties of the kind described in § 724(a)(4), as follows: \$96,536.33 as to the IRS and \$15,856.80 as to the FTB, for a total of \$112,393.13 and a determination that the lien positions of the Tax Penalties are preserved for the benefit of the Estate under 11 U.S.C. § 551. The Trustee intends to communicate with the IRS and the FTB to obtain their consent to the avoidance of the liens related to the Tax Penalties, the preservation of the tax agency lien positions by the Trustee and the sale of the Property.</p> <p>To the extent there are disputed unresolved liens, such unresolved liens will attach to the proceeds of the sale in the same validity and priority as prior to the sale, pending agreement with the lienholder or further Court order - including the unpaid balance of the secured tax liens of the IRS and the FTB which will attach to the proceeds until of the end of the case to be subordinated and/or paid in accordance with the priority schemes under 11 U.S.C. §§ 507 and 724(b).</p>
<p>LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:</p>	<p>The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion below.</p>
<p>LBR 6004-1(c)(3)(G) Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:</p>	<p>Purchase price of \$620,000.00, or an amount as increased by successful overbid. All costs of sale, including escrow fees and commissions will be paid at closing and are estimated to total approximately \$37,200.00 (excluding the 2% real estate commission carve-out to be paid to the Estate). The Estate and the Buyer will each pay their own escrow fees as is customary in the County where the Property is located. The Trustee estimates that the amount available to the Estate will be approximately \$124,793.13 from the avoidance of tax liens and carve outs for the Estate.</p> <p>Property Expenses paid through escrow to maintain the Property) will be retained by the Estate pursuant to the terms of the Occupancy Stipulation.</p>

LBR 6004-1(c)(3) Requirement	Information
LBR 6004-1(c)(3)(H) 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:	The real estate broker commission shall not exceed 6% of the purchase price, to be divided among the Trustee's Broker, the Buyers' broker and the Trustee on behalf of the Estate, with each receiving 2%.
LBR 6004-1(c)(3)(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:	Given that the Property had been the Debtor's residence, the Estate may be entitled to capital gains exclusions such that the Trustee does not expect to pay capital gains taxes on the sale.
LBR 6004-1(c)(3)(J) 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 9/5/2023).

H. Approval of the Bidding Procedures

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

1. Potential bidders must bid an initial amount of at least \$5,000 over the Purchase Price (or **\$625,000.00**). Minimum bid increments thereafter shall be \$1,000. The Trustee shall have sole discretion in determining which overbid is the best for the Estate and will seek approval from the Court of the same.

2. Bids must be in writing and be received by the Trustee on or before **5:00 p.m. (California time) on September 12, 2023 (seven days prior to the hearing on the Sale Motion)**.

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

4. The bidder must also provide evidence of having sufficient specifically committed funds to complete the transaction or a lending commitment for the bid amount and such other documentation relevant to the bidder's ability to qualify as the purchaser of Property and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

5. The bidder must seek to acquire the Property on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in the Agreement with the Buyer, including no contingencies and closing on the sale in the same time parameters as the Buyer and Buyer's broker.

6. All competing bids must acknowledge that the Property is being sold on an "AS IS" basis without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. The competing bidder must represent and warrant that he/she is purchasing the Property

1 as a result of his/her own investigations and is not buying the Property pursuant to any representation
2 made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf
3 of the Seller. The competing bidder must acknowledge that he/she has inspected the Property, and
4 upon closing of Escrow governed by the Agreement, the competing bid buyer forever waives, for
5 himself/herself, their heirs, successors and assigns, all claims against the Debtor, her attorneys,
6 agents and employees, the Estate, Lynda T. Bui as Trustee and individually, her attorneys, Shulman
7 Bastian Friedman & Bui, her agents and employees, arising or which might otherwise arise in the
8 future concerning the Property.

9 7. If overbids are received, the final bidding round shall be held at the hearing on the
10 Sale Motion **September 19, 2023 at 11:00 a.m., California Time, at the U.S. Bankruptcy Court,**
11 **Courtroom 303, 3420 Twelfth Street, Riverside, California 92501**), or if rescheduled, upon
12 telephonic notice to the Buyer and the parties having submitted overbids in order to allow all
13 potential bidders the opportunity to overbid and purchase the Property. At the final bidding round,
14 the Trustee in the exercise of her business judgment and subject to Court approval, accept the bidder
15 who has made the highest and best offer to purchase the Property, consistent with the Bidding
16 Procedures (“Successful Bidder”).

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

21 9. In the event the Successful Bidder fails to close on the sale of the Property within the
22 time parameters approved by the Court, the Trustee shall retain the Successful Bidder’s Deposit and
23 will be released from the obligation to sell the Property to the Successful Bidder and the Trustee
24 may then sell the Property to the First Back-Up Bidder approved by the Court.

25 10. In the event First Back-Up Bidder fails to close on the sale of the Property within the
26 time parameters approved by the Court, the Trustee shall retain the First Back-Up Bidder’s Deposit
27 and will be released from his obligation to sell the Property to the First Back-Up Bidder and the
28 Trustee may then sell the Property to the Second Back-Up Bidder approved by the Court.

The Bidding Procedures will be provided to all creditors and any potential bidders or parties
who have shown an interest in the Property. A Notice of Sale of Estate Property will be filed with
the Court for posting on the Court’s website under the link “Current Notices of Sales”, which will
give notice to additional potential interested parties. The Broker will update the Multiple Listing
Service to reflect the Bidding Procedures. Based on the foregoing, the Trustee believes that under
the circumstances of this case, the Property will have been appropriately marketed for bidding.

I. Cost of the Sale

Subject to Court approval, the Trustee seeks authorization to pay a real estate broker
commission not to exceed 6% of the purchase price for the Property in the amount of \$37,200.00³
to be divided as follows:

³ The total amount of real estate broker’s commission will increase if the purchase price for the Property is increased by
a successful overbid; but in no event will the commission exceed 6% of the purchase price.

Trustee’s Broker	2% (or \$12,400.00)
Buyer’s broker, Safe Investment Realty Group	2% (or \$12,400.00)
The Trustee on behalf of the Estate	2% (or \$12,400.00)
Total Commission	6% (or \$37,200.00)

Escrow fees shall be divided between Buyer and the Estate in the manner customary in the County where the Property is located (Riverside County, California).

J. Tax Consequences

The Trustee believes there will be no capital gains taxes from the sale because she is informed that the Property was the Debtor’s primary residence, having resided there two of the last five years. Based on this, the Estate may be entitled to capital gains exclusions on the sale. In the event that there is any tax liability generated from the sale of the Estate’s interest in the Property that is a liability of the Estate, it is anticipated that such taxes will be minimal and will be paid from the proceeds of the sale.

III. ARGUMENT

A. There is a Good Business Reason for the Sale and the Sale is in the Best Interest of the Estate.⁴

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

- (a) The trustee shall—
 - (1) collect and reduce to money the property of the estate for which such trustee serves, and close such estate as expeditiously as is compatible with the best interests of parties in interest;
 - (2) be accountable for all property received;

11 U.S.C. § 704(a).

Further, the Trustee, after notice and hearing, may sell property of the estate. 11 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business reason for the sale

⁴ 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 Sale Motion, the Trustee is nevertheless submitting one.

1 and the sale is in the best interests of the estate. *In re Wilde Horse Enterprises, Inc.*, 136 B.R. 830,
2 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983).

3 In this case, the sale is anticipated to net the Estate approximately \$124,793.13, calculated
4 and treated as follows:

5	Sale Price	\$620,000.00
6	Less, estimated costs of sale (estimated a total of 6% to account for the carve-out for the Estate of 2% from the real estate broker commission)	(\$37,200.00)
7	Less, property taxes (pro-rata) (estimated)	(\$5,000.00)
8	Less, payoff to the Lender first trust deed holder (estimated)	(\$420,000.00)
9	Less, payoff for delinquent HOA fees (estimated, if any)	(\$100.00)
10		
11	Estimated Net Proceeds – earmarked as set forth below:	\$157,700.00
12	<u>Estimated Net Proceeds from Avoidance of Tax Penalties:</u>	\$112,393.13
13	Balance for the Estate reflecting the (1) the avoided liens related to the Tax Penalties of \$96,536.33 as to the IRS and \$15,856.80 as to the FTB, for a total of \$112,393.13	
14		
15		
16	<u>Estimated Net Proceeds from Commission Carveout:</u>	\$12,400.00
17	The 2% carve-out from the broker commission, or \$12,400.00, shall be paid \$10,000 to the Debtor and \$2,400 to the Estate pursuant to the Occupancy Stipulation.	
18		
19	<u>Estimated Net Proceeds for Subordination under 724(b):</u>	\$32,906.87
20	Balance of proceeds to which the unpaid balance of the secured tax liens of the IRS and the FTB will attach to the proceeds until of the end of the case to be subordinated and/or paid in accordance with the priority schemes under 11 U.S.C. §§ 507 and 724(b).	
21		
22		

23 **B. The Sale Should Be Approved Because the Tax Penalties Can Be Avoided and**
24 **Preserved for the Benefit of the Estate.**

25 Under 11 U.S.C. § 724(a), “[t]he trustee may avoid a lien that secures a claim of a kind
26 specified in §726(a)(4) of this title.” Bankruptcy Code § 726(a)(4) in turn, states:

27 fourth, in payment of any allowed claim, whether secured or unsecured, for
28 any fine, penalty, or forfeiture, or for multiple, exemplary, or punitive damages, arising before the earlier of the order for relief or the appointment

1 of a trustee, to the extent that such fine, penalty, forfeiture, or damages are
2 not compensation for actual pecuniary loss suffered by the holder of such
3 claim.

4 11 U.S.C. § 726(a)(4).

5 Liens of the IRS and the FTB assessed against the debtor before the order for relief, as fines
6 or penalties, and not as compensation for actual pecuniary loss, are avoidable. See, *In re Bolden*,
7 327 B.R. 657, 664 (Bankr. C.D. Cal. 2005) (holding that “taken together, §§ 724(a) and 726(a)(4)
8 establish a statutory basis to allow the trustee to avoid tax penalty liens of the IRS and Franchise
9 Tax Board.”). The Tax Penalties are punitive in nature and assessed to punish a failure to pay taxes.
10 Enforcement of penalties against the estates of debtors would serve not to punish the delinquent
11 taxpayers, but rather their entirely innocent creditors. *In re Bolden*, 327 B.R. 657, 664 (B.R. C.D.
12 Cal. 2005). Further, under 11 U.S.C. § 551, the avoidance of the liens related to the Tax Penalties
13 are preserved for the benefit of the Estate. Specifically, § 551 states in pertinent part: “[A]ny transfer
14 avoided under section . . . 724(a) of this title . . . is preserved for the benefit of the estate but only
15 with respect to property of the estate.”

16 Here, the IRS Claim includes Tax Penalties of \$96,536.33 and the FTB Claim includes Tax
17 Penalties of \$15,856.80, for a total of \$112,393.13. See, the IRS Claim attached as Exhibit 5 to the
18 Bui Declaration and the FTB Claim attached as Exhibit 6 to the Bui Declaration. Thus, under §§
19 724(a) and 726(a)(4), a total of \$112,393.13 in Tax Penalties, should be avoided and preserved for
20 the benefit of the Estate pursuant to Bankruptcy Code § 551.

21 The funds generated from the avoidance of the Tax Penalties will be distributed in
22 accordance with the distribution scheme set forth in § 726 which provides the general distribution
23 scheme for property of the estate. Bankruptcy Code § 726(a) specifies in part that “property of the
24 estate shall be distributed (1) first, in payment of claims of the kind specified in, and in the order
25 specified in, § 507 of this title, proof of which is timely filed under § 501 of this title or tardily filed
26 before the date on which the trustee commences distribution under this section.” 11 U.S.C. § 726(a).
27 Based on the distribution scheme of § 726(a)(1) and the trustee’s statutory right under § 551 to
28 preserve liens avoided under § 724(a) for the benefit of the Estate, the sale of the Property will
generate benefits to the Estate in the form of significant payments to unsecured creditors.

1 In addition and subject to administrative expenses, the IRS and the FTB will receive an
2 estimated \$32,906.87 on account of their tax liens. There are no other junior liens. However, the
3 distribution amounts above are estimates only and the Trustee proposes to hold sales proceeds (after
4 payment of property taxes, delinquent HOA fees and payment to the Lender) in trust until either
5 further order of this Court or until the Trustee files her final report and accounting.

6 As such, there is substantial benefit to the Estate warranting the sale of the Property and
7 proposed distribution under 11 U.S.C. § 724.

8 **C. To the Extent Applicable, the Trustee Has Met the Requirements for Subordinating**
9 **the Tax Liens.**

10 Bankruptcy Code § 724(e) provides:

11 before subordinating a tax lien on real or personal property of the estate, the
12 trustee shall –

13 (1) exhaust the unencumbered assets of the estate; and

14 (2) in a manner consistent with section 506(c), recover from property
15 securing an allowed secured claim the reasonable, necessary costs and
16 expenses of preserving or disposing of such property.

17 11 U.S.C. § 724(e).

18 In this case, the only potential asset is the Property and there are no other unencumbered
19 assets of the Estate to administer. Concerning § 724(e)(2), it does not appear that surcharging the
20 Lender and the Tax Collector under § 506(c) is available to the Trustee in this case for two reasons.
21 First, case law instructs that when § 724(b) is available to enable the trustee to recover her
22 administrative expenses, § 506(c) is not available as an alternative. *In re Sherrill*, 78 B.R. 804, 807
23 (Bankr. W.D. Tex. 1987) (stating “when 11 U.S.C.S. §724(b) is available to enable the trustee to
24 recover his administrative expenses, 11 U.S.C. §506(c) is not available as an alternative.”); *see also*
25 *In re Packard Props.*, 112 B.R. 154, 158 n.8 (Bankr. N.D. Tex. 1990) (“*Sherrill* can be read narrowly
26 to hold that a trustee should look to § 724(b) before he resorts to § 506(c).”) Second, case law
27 interpreting § 506(c) also requires that the surcharge be for the benefit of the estate (i.e. increase the
28 pool of unencumbered assets to pay other claims as opposed to benefiting an individual

1 administrative claimant). *See In re Suntastic USA, Inc.*, 269 B.R. 846, 849-850 (Bankr. D. AZ
2 2001).

3 Here, if the Trustee surcharges the Lender or the Tax Collector (the senior secured creditors),
4 the main beneficiary would be the IRS and the FTB. Benefiting only one claimant as opposed to a
5 class appears contrary to case law interpreting § 506(c). *Id.* In addition, at least one case has held
6 that because § 724(b) governs distribution of property of the estate against which tax liens are
7 asserted, that section in effect dictates that tax lien claimants, rather than other secured creditors,
8 will pay for the cost of estate administration. *See Sherrill*, 78 B.R. at 807.

9 **D. The Proposed Sale Should be Allowed Free and Clear of Liens**

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

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

20 11 U.S.C. § 363(f).

21 Bankruptcy Code § 363(f) is written in the disjunctive and thus only one of the enumerated
22 conditions needs to be satisfied for Court approval to be appropriate. The Trustee proposes to sell
23 under §§ 363(f)(2), 363(f)(4), and 363(f)(5).

24 **1. Bankruptcy Code § 363(f)(2) and 363(f)(5)**

25 **a. The Tax Collector and the Lender**

26 With respect to outstanding real property taxes owed to the Tax Collector, if any, and the
27 Lender on account of its first priority lien identified in the Title Report, each will be paid in the full
28 the amount they are owed. As such, the sale is free and clear of these liens pursuant to Bankruptcy

1 Code § 363(f)(5). Alternatively, the Trustee will have satisfied § 363(f)(2) because it is anticipated
2 that the Tax Collector and Lender will consent to the sale as they will be paid in full. .

3 **b. The Tax Liens of the IRS and the FTB.**

4 With respect to tax liens of the IRS and the FTB, and as discussed in more detail above,
5 pursuant to 11 U.S.C. § 724(a) and 726(a)(4), the Trustee seeks to avoid the tax liens to the extent
6 that their liens are comprised of penalties of the kind described in 11 U.S.C. § 724(a)(4).
7 Specifically, the Trustee seeks to avoid secured penalties of \$96,536.33 as to the IRS and \$15,856.80
8 as to the FTB, for a total of \$112,393.13 and a determination that the lien positions of the liens
9 related to the Tax Penalties are preserved for the benefit of the Estate under 11 U.S.C. § 551.
10 Accordingly, the Trustee may sell free and clear of the IRS and the FTB’s liens under Bankruptcy
11 Code § 363(f)(5).

12 Nevertheless, the Trustee intends to communicate with the IRS and the FTB to obtain their
13 consent to the avoidance of the liens related to the Tax Penalties, the preservation of the tax agency
14 lien positions related to the Tax Penalties by the Trustee and the sale of the Property. Based on their
15 anticipated consent to the sale, the Trustee will have satisfied § 363(f)(2).

16 **2. Bankruptcy Code § 363(f)(4) – If Any Unresolved Liens.**

17 In the event the IRS and/or FTB do not consent to the sale free and clear of their liens, the
18 sale can still proceed free and clear of their liens because they are subject to a bona fide dispute. A
19 bona fide dispute has been defined by *In re Atwood*, 124 B.R. 402 (Bankr. S.D. Ga. 1991) as a
20 “genuine issue of material fact that bears upon the debtor’s liability, or meritorious contention as to
21 the application of law to undisputed facts.” *Id.* at 407. In *In re Milford Group, Inc.*, 150 B.R. 904
22 (Bankr. M.D. Pa. 1992), the court stated it need not resolve a bona fide dispute, but must determine
23 whether the issues presented are genuine as to the existence of a bona fide dispute. In doing so, the
24 court in *Milford* found that the debtor had met its burden to establish cause for the court to allow for
25 the sale of the property, free and clear of liens. Requiring resolution of those issues before the sale
26 of the Property may likely take substantial time, effort and expense by the parties.

27 Out of an abundance of caution, to the extent there are any unresolved liens at closing, the
28 Trustee proposes to sell under § 363(f)(4), as unresolved liens and interests against the Property, if

1 any, will be disputed by the Trustee and shall attach to the sale proceeds with the same force, effect,
2 validity, and priority as such liens or interests had with respect to the Property prior to the sale -
3 including the unpaid balance of the secured tax liens of the IRS and the FTB which will attach to
4 the proceeds until of the end of the case to be subordinated and/or paid in accordance with the
5 priority schemes under 11 U.S.C. §§ 507 and 724(b).

6 **E. Payment of Real Estate Commission.**

7 Bankruptcy Code § 328 allows employment of a professional person under § 327 “on any
8 reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a
9 fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Through this Sale
10 Motion, the Trustee seeks authorization to pay a real estate broker commission in the amount of 6%
11 of the purchase price (or \$37,200.00) to be divided among the Trustee’s Broker, the Buyer’s broker,
12 Safe Investment Realty Group and the Trustee on behalf of the Estate, with each receiving 2%.

13 **F. The Court Has the Authority to Approving the Bidding Procedures.**

14 Implementing the Bidding Procedures is an action outside of the ordinary course of the
15 business. Bankruptcy Code § 363(b)(1) provides that a trustee “after notice and hearing, may use,
16 sell or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. §
17 363(b)(1). Furthermore, under Bankruptcy Code § 105(a), “[t]he court may issue any order, process,
18 or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. §
19 105(a). Thus, pursuant to §§ 363(b)(1) and 105(a) of the Bankruptcy Code, this Court may approve
20 the Bidding Procedures, which will assist the Trustee to obtain the best possible price on the best
21 possible terms for the Property.

22 **G. The Court has Authority to Waive the Fourteen-Day Stay of Sale.**

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

1 **H. The Court Has the Authority to Find That the Buyer is a Good Faith Purchaser.**

2 The Trustee requests a determination that the Buyer is a good faith purchaser pursuant to 11
3 U.S.C. § 363(m). There is broad authority for this Court to find that the Buyer is a good faith
4 purchaser where the Court has evidence of a purchaser's good faith and that the purchase is for
5 value. *In re Ewell*, 958 F.2d 276, 281 (9th Cir. 1992). Here, the Buyer has no relation to the Trustee
6 or the Debtor and is not a creditor of the bankruptcy estate. The sale is an arm's length transaction
7 and there is no allegation or evidence that the Buyer has engaged in fraud or collusion, or attempted
8 to take grossly unfair advantage of other bidders. Moreover, the Property has been marketed to the
9 public for a period of several months and the sale is subject to overbidding at the hearing on this
10 Sale Motion.

11 **I. The Debtor is Required to Turn Over All Assets of the Estate.**

12 Bankruptcy Code § 542(a) provides that:

13 Except as provided in subsection (c) or (d) of this section, an entity other than a
14 custodian, in possession, custody, or control during the case, of property that the
15 trustee may use, sell, or lease under section 363 of this title, or that the debtor may
16 exempt under section 522 of this title, shall deliver to the trustee, and account for,
such property or the value of such property, unless such property is of
inconsequential value or benefit to the estate.

17 11 U.S.C. § 542(a) (emphasis added).

18 The following must be established in order for the Trustee to prevail in a turnover action:

19 (1) that the asset in question is property of the debtor's bankruptcy estate; and (2) that the Trustee
20 is entitled to use, sell, or lease the assets. See, *In re Sherry & O'Leary, Inc.*, 148 B.R. 248, 256
(Bankr. W.D. Pa. 1992); *see also, In re Weiss-Wolf, Inc.*, 60 B.R. 969, 975 (Bankr. S.D.N.Y. 1986).

21 The Property is vested in "*Harry Cain and Linda Cain, husband and wife, subject to bankruptcy*
22 *proceedings filed by Linda Sue Cain, Debtor, pending in the United States Bankruptcy Court for the*
23 *Central District of California, Case No. 6:23-bk-10011-RB; filed on May 21, 2023.*"⁵ Pursuant to §
24 541 of the Bankruptcy Code, a bankruptcy estate is comprised of all of the debtor's legal or equitable
25 interest in property at the time the petition is filed. See 11 U.S.C. § 541(a)(1). The general
26

27 _____
28 ⁵ Real property records show that the Debtor and her deceased spouse, Harry, acquired the Property while they were
married and title is held by the Debtor and Harry. Real property records do not reflect that an affidavit of death has
been recorded.

1 presumption in California is that all property acquired by a married person during the marriage while
2 domiciled in California is community property. *See* Cal. Fam. Code § 760. More importantly, the
3 California Supreme Court concluded in *In re Marriage of Valli*, 58 Cal. 4th 1396 (2014), and *In re*
4 *Brace*, 9 Cal. 5th 903 (2020) that the community property presumption trumps title presumption.
5 Accordingly, the Property is community property and therefore property of Estate.

6 Although provided for in the Occupancy Stipulation, out of an abundance of caution, the
7 Trustee is requesting turnover of the Property as part of the Sale Motion so that the Trustee may
8 close on the sale promptly. The Property is property of the Estate pursuant to § 541(a) of the
9 Bankruptcy Code and is property that the Trustee may sell as requested in this Sale Motion.
10 Accordingly, the Trustee requests that the order approving the sale provide that the Debtor and any
11 other occupants of the Property are to vacate and leave the Property, remove all exempt personal
12 property except fixtures and leave the Property in broom clean condition, no later than seven (7)
13 days after the entry of an order by the Court authorizing the sale of the Property and in accordance
14 with the terms of the Occupancy Stipulation. In the event the Debtor or any occupants of the
15 Property fail to immediately vacate, the Trustee shall be entitled to the issuance of a writ of
16 possession for the Property and the United States Marshal or other appropriate law enforcement
17 officer may enforce such writ.

18 **IV. CONCLUSION**

19 Based on the reasons set forth above, the Trustee respectfully submits that good cause exists
20 for granting the Sale Motion and requests that the Court enter an order as follows:

- 21 1. Approving the Bidding Procedures set forth above for the sale of the Property.
- 22 2. Authorizing the Trustee to sell the Property on an as-is, where-is basis, without any
23 warranties or representations, to the Buyer (or Successful Bidder) pursuant to the terms and
24 conditions as set form in the Agreement attached as **Exhibit 4** to the Bui Declaration.
- 25 3. Authorizing the sale of the Property free and clear of liens, with liens not satisfied
26 through the sale, if any, to attach to the sale proceeds in the same validity and priority as prior to the
27 closing of the sale - including the unpaid balance of the secured tax liens of the IRS and the FTB

1 which will attach to the proceeds until of the end of the case to be subordinated and/or paid in
2 accordance with the priority schemes under 11 U.S.C. §§ 507 and 724(b).

3 4. Determining that the secured Tax Penalties of \$96,536.33 as to the IRS recorded on
4 March 28, 2019 instrument number 2019-0104037, and \$15,856.80 as to the FTB recorded on
5 November 20, 2019 instrument number 2019-0479964, for a total of \$112,393.13, are avoided
6 pursuant to 11 U.S.C. § 724(a) and the lien positions of the Tax Penalties are preserved for the
7 benefit of the Estate under 11 U.S.C. § 551.

8 5. Authorizing the Trustee to sign all documents convenient and necessary in pursuit of
9 the sale, including any and all conveyances contemplated by the Agreement.

10 6. Approving the payment of the real estate commission in the total amount not to
11 exceed 6% of the final purchase price, to be divided among the Trustee's Broker, the Buyer's Broker
12 and to the Trustee on behalf of the Estate, with each receiving 2%.

13 7. Authorizing the Trustee to pay the following from the sale proceeds through escrow:
14 (i) real estate taxes, (ii) amounts owed to current beneficiary of the first deed of trust impacting the
15 Property, (iii) amounts owed for outstanding homeowner association fees, if any, (iv) any unpaid
16 Property Expenses pursuant to the terms of the Occupancy Stipulation, (v) escrow fees and other
17 costs of sale to be divided among the Buyer and the Estate in the manner customary in Riverside
18 County, California where the Property is located, and (vi) the Debtor's Wildcard Exemption not to
19 exceed \$10,000.00 pursuant to the terms of the Occupancy Stipulation with such amount being paid
20 from the funds received by the Trustee on behalf of the Estate related to the 2% real estate
21 commission carve-out.

22 8. A determination by the Court that the Buyer is in good faith pursuant to Bankruptcy
23 Code § 363(m).

24 9. Waiving the fourteen-day stay of the order approving the sale of the Property under
25 Federal Rules of Bankruptcy Procedure 6004(h) and thus authorizing the Trustee to close escrow as
26 soon as practicable but in no event later than 15 days after entry of the sale order, unless extended
27 by the Trustee at her sole discretion.

28 10. Authorizing closing of the escrow as soon as practicable.

DECLARATION

DECLARATION OF LYNDA T. BUI

I, Lynda T. Bui, declare and state as follows:

1. I am the Chapter 7 Trustee for the bankruptcy estate of *In Linda Sue Cain* (“Debtor”). I have personal knowledge of the facts set forth herein and could, if called as a witness, competently testify thereto.

2. I am familiar with the Debtor’s bankruptcy proceeding and make this Declaration in support of my *Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief Including Avoidance of Tax Liens for Penalties on Real Property Pursuant to 11 U.S.C. 724(a)* (“Sale Motion”). Unless otherwise defined, capitalized terms in this Declaration have the meaning as set forth in the Sale Motion.

3. The deadline for filing claims in this case was May 5, 2023. Government claims were due by July 3, 2023. There have been three claims filed as follows:

	<u>Filed Claim Amount</u>	<u>Secured Portion</u>	<u>Priority Portion</u>	<u>Unsecured Portion</u>
LVNV Funding LLC Claim 1 Filed 2/2/23	\$8,272.35	\$0.00	\$0.00	\$8,272.35
Internal Revenue Service Claim 2 Filed 2/21/23 Claim 2 includes secured penalties of \$96,536.33 which the Trustee seeks to avoid and recover for the benefit of the Estate under 11 U.S.C. §724(a)	\$433,418.39	\$334,965.69	\$2,950.66	\$95,502.04
Franchise Tax Board Claim 3 Filed 3/17/23 Claim 3 includes secured penalties of \$15,856.80 which the Trustee seeks to avoid and recover for the benefit of the Estate under 11 U.S.C. § 724(a)	\$122,499.45	\$122,499.45	\$0.00	\$0.00

1 4. Given the current claims against the Estate and the anticipated recovery of \$114,000,
2 I anticipate making a meaningful distribution to unsecured creditors, which include priority
3 unsecured creditors.

4 5. Attached here as **Exhibit 1** are true and correct copies of the Debtor’s Schedules A/B,
5 C and D.

6 6. Attached here as **Exhibit 2** is a true and copy of a Preliminary Title Report on the
7 Property as of July 20, 2023. The Preliminary Title Report identifies the liens and encumbrances
8 against the Property.

9 7. Attached here as **Exhibit 3** are true and correct copies of the Occupancy Stipulation
10 [docket 27] and the order approving the Occupancy Stipulation [docket 39].

11 8. Upon the Application and pursuant to Court order entered on April 11, 2023 [docket
12 26], I was authorized to employ Expert Real Estate & Investment as my real estate broker (“Broker”)
13 to assist with the marketing and sale of the Property. The Broker listed Property for sale at
14 \$625,000.00. Following receipt of the one offer on the Property and exchange of a counter-offer,
15 the Estate is selling the Property for \$620,000.00. The Property is being sold as-is “as is – where
16 as” basis with all faults and conditions then existing at the Property.

17 9. The Property has been on the market since May 2, 2023. I understand that there were
18 numerous inquiries via phone and email, 11 showings, and 4 offers received on the Property. The
19 offer from the Buyer is the result of negotiations with all interested buyers for the highest and best
20 offer on the Property. Attached here as **Exhibit 4** is a true and correct copy of the Residential
21 Purchase Agreement and Joint Escrow Instructions and related addendums.

22 10. Attached here as **Exhibit 5** is a true and correct copy of Claim 2 filed by the IRS and
23 attached here as **Exhibit 6** is a true and correct copy of Claim 3 filed by the FTB. As is indicated
24 by Claim 2 and 3 and the Title Report, the tax agencies recorded liens in the Official Records of the
25 County of Riverside, California, where the Property is located, securing all or a part of the claims
26 of each agency. As is discussed in the Sale Motion, the Bankruptcy Code allows me to avoid and
27 “step into the shoes” of the liens to the extent of certain penalties included in the two secured claims.

28

1 11. I believe that the proposed sale, subject to overbids, will be at fair market value. Given
2 that the sale is subject to overbids, it is anticipated that the Estate will receive the best and highest
3 value for the Property and therefore the proposed sale price is fair and reasonable.

4 12. I request that unpaid Property Expenses that the Debtor fails to pay and are paid
5 through escrow, if any, be deducted from the Wildcard Exemption owed the Debtor under the terms
6 of the Occupancy Stipulation upon closing on the sale of the Property and that such amounts be
7 retained by me as reimbursement to the Estate under the terms of the Occupancy Stipulation.

8 13. For the reasons set forth in the Sale Motion and this Declaration, I believe that good
9 cause exists to grant the Sale Motion and respectfully request that the Court grant the Sale Motion
10 so that I do not lose this favorable business opportunity to liquidate the Property and distribute funds
11 to creditors of the Estate.

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

14 EXECUTED on August 29, 2023.

15 
16 _____
Lynda T. Bui

17
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28

Exhibit 1

Schedules AB, C and D

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

Debtor 1 Linda Sue Cain
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 know)

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 40106 Oregold Ct.
Street address, if available, or other description

Lake Elsinore CA 92532
City State ZIP Code

San Bernardino County
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:

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>650,000.00</u>	\$ <u>650,000.00</u>

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

Fee simple

Check if this is community property

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.....>

\$ 650,000.00

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*.

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

- No
- Yes

Exhibit 1

Debtor 1

Linda Sue Cain
 First Name Middle Name Last Name

Main Document Page 371 of 543

Case number (if known)

3.1 Make: Hyundai
 Model: Sonata
 Year: 2017
 Approximate mileage: 18,200

Other information:
 Condition: Good;

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?
\$ 13,000.00	\$ 13,000.00

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.....>

\$ 13,000.00

Part 3: Describe Your Personal and Household Items

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

Current value of the portion you own?

6. Household goods and furnishings

Do not deduct secured claims or exemptions.

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

No
 Yes. Describe...

Misc. Household Furnishings \$ 1,800.00

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...

Misc. Electronics \$ 300.00

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...

Misc. Collectible Items \$ 180.00

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...

Misc. Hobby Equipment \$ 250.00

10. Firearms

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

No
 Yes. Describe...

11. Clothes

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

No
 Yes. Describe...

Misc. Wearing Apparel \$ 700.00

Exhibit 1

Debtor 1

Linda Sue Cain
First Name Middle Name Last Name

Main Document Page 32 of 53

Case number (if known)

12. Jewelry

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

- No
- Yes. Describe...

Jewelry \$ 400.00

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 the portion you own for all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here..... \$3,630.00

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..... Cash \$ _____

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:
 - 17.1. Checking account: Wells Fargo \$ 1,180.00
 - 17.2. Savings account: Wells Fargo \$ 58.00

18. Bonds, mutual funds, or publicly traded stocks

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

- No
- Yes.....

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.....

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.....

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

Exhibit 1

Debtor 1

Linda Sue Cain
 First Name Middle Name Last Name

Main Document Page 39 of 53

Case number (if known)

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.....

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

- No
- Yes.....

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.....

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...

No anticipated 2022 tax refunds due to insufficient income and arrears.

Federal: \$ 0.00
 State: \$ 0.00
 Local: \$ 0.00

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....

31. Interests in insurance policies

- No
- Yes. Name the insurance company of each policy and list its value....

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

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

Exhibit 1

Debtor 1

Linda Sue Cain
First Name Middle Name Last Name

Main Document Page 40 of 153

Case number (if known)

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

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

35. Any financial assets you did not already list

- No
- Yes. Give specific information...

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

\$ 1,238.00

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

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

55. Part 1: Total real estate, line 2.....>		\$ 650,000.00
56. Part 2: Total vehicles, line 5	\$ <u>13,000.00</u>	
57. Part 3: Total personal and household items, line 15	\$ <u>3,630.00</u>	
58. Part 4: Total financial assets, line 36	\$ <u>1,238.00</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>17,868.00</u>	Copy personal property total▶
		+ \$ <u>17,868.00</u>
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$ <u>667,868.00</u>

Debtor Linda Sue Cain Main Document Page 42 of 143 Case number (if known) _____
 First Name Middle Name Last Name

Part 2: Additional Page

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption	Specific laws that allow exemption
Collectibles Of Value - Misc. Collectible Items Brief description: Line from Schedule A/B: 8	\$ 180.00	<input checked="" type="checkbox"/> \$ 180.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 703.140 (b)(3)
Sports & Hobby Equipment - Misc. Hobby Equipment Brief description: Line from Schedule A/B: 9	\$ 250.00	<input checked="" type="checkbox"/> \$ 250.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 703.140 (b)(3)
Clothing - Misc. Wearing Apparel Brief description: Line from Schedule A/B: 11	\$ 700.00	<input checked="" type="checkbox"/> \$ 700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 703.140 (b)(3)
Jewelry - Jewelry Brief description: Line from Schedule A/B: 12	\$ 400.00	<input checked="" type="checkbox"/> \$ 1,900.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 703.140 (b)(4)
Wells Fargo (Checking Account) Brief description: Line from Schedule A/B: 17.1	\$ 1,180.00	<input checked="" type="checkbox"/> \$ 1,180.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 703.140 (b)(5)
Wells Fargo (Savings Account) Brief description: Line from Schedule A/B: 17.2	\$ 58.00	<input checked="" type="checkbox"/> \$ 58.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 703.140 (b)(5)
Brief description: Line from Schedule A/B:	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from Schedule A/B:	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from Schedule A/B:	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from Schedule A/B:	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from Schedule A/B:	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from Schedule A/B:	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	
Brief description: Line from Schedule A/B:	\$ _____	<input type="checkbox"/> \$ _____ <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	

Exhibit 1

Fill in this information to identify your case:

Debtor 1 Linda Sue Cain
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 know)

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	Describe the property that secures the claim:	\$ 12,168.00	\$ 13,000.00	\$ 0.00
<p>Fifth Third Bank Na Creditor's Name</p> <p>5050 Kingsley Dr Number Street</p> <p>Cincinnati OH 45227 City State ZIP Code</p> <p>Who owes the debt? Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred <u>2020</u></p>	<p>2017 Hyundai Sonata - \$13,000.00</p> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan)</p> <p><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)</p> <p><input type="checkbox"/> Judgment lien from a lawsuit</p> <p><input type="checkbox"/> Other (including a right to offset) _____</p> <p>Last 4 digits of account number 6269</p>			

Exhibit 1

2.2	<p>Internal Revenue Service - BK Creditor's Name</p> <p>PO Box 7346 Number Street</p> <p>Philadelphia PA 19101 City State ZIP Code</p> <p>Who owes the debt? Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred <u>2014</u></p>	<p style="text-align:right;">Describe the property that secures the claim: \$ <u>334,965.69</u> \$ <u>650,000.00</u> \$ <u>69,988.69</u></p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">40106 Oregold Ct., Lake Elsinore, CA 92532 - \$650,000.00</div> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><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)</p> <p><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)</p> <p><input type="checkbox"/> Judgment lien from a lawsuit</p> <p><input checked="" type="checkbox"/> Other (including a right to offset) <u>Tax lien</u></p> <p>Last 4 digits of account number 8373</p>
2.3	<p>Internal Revenue Service - BK Creditor's Name</p> <p>PO Box 7346 Number Street</p> <p>Philadelphia PA 19101 City State ZIP Code</p> <p>Who owes the debt? Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred <u>2015</u></p>	<p style="text-align:right;">Describe the property that secures the claim: \$ <u>94,124.66</u> \$ <u>650,000.00</u> \$ <u>94,124.66</u></p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">40106 Oregold Ct., Lake Elsinore, CA 92532 - \$650,000.00</div> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><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)</p> <p><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)</p> <p><input type="checkbox"/> Judgment lien from a lawsuit</p> <p><input checked="" type="checkbox"/> Other (including a right to offset) <u>Tax lien</u></p> <p>Last 4 digits of account number 8373</p>
2.4	<p>Rushmore Loan Mgmt Ser Creditor's Name</p> <p>15480 Laguna Canyon Rd S Number Street</p> <p>Irvine CA 92618 City State ZIP Code</p> <p>Who owes the debt? Check one.</p> <p><input checked="" type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred <u>2006</u></p>	<p style="text-align:right;">Describe the property that secures the claim: \$ <u>385,023.00</u> \$ <u>650,000.00</u> \$ <u>0.00</u></p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">40106 Oregold Ct., Lake Elsinore, CA 92532 - \$650,000.00</div> <p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan)</p> <p><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)</p> <p><input type="checkbox"/> Judgment lien from a lawsuit</p> <p><input type="checkbox"/> Other (including a right to offset) _____</p> <p>Last 4 digits of account number 3284</p>
<p>Add the dollar value of your entries in Column A on this page. Write that number here: \$ 826,281.35</p>		

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 1

Exhibit 2
Title Report



Mindy Beckham
Title Officer

Stewart Title of California, Inc.
2801 Townsgate Rd #111
Westlake Village, CA 91361
Phone: (805) 367-5628
Fax:
teammindy@stewart.com

PRELIMINARY REPORT

Order No.: 1927794
Your File No.: 105736 AA
Buyer/Borrower Name: Reberiano Diaz Baltazar
Seller Name: Harry Cain and Linda Cain

Property Address: 40106 Oregold Court, Lake Elsinore, CA 92532

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Stewart Title Guaranty Company 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 referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

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

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

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

This report, (and any supplements or amendments thereto) 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.

Dated as of July 20, 2023 at 7:30AM	Update No. 2
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When replying, please contact: Mindy Beckham, Title Officer

Stewart Title of California, Inc.
2801 Townsgate Rd #111
Westlake Village, CA 91361
(805) 367-5628
teammindy@stewart.com

IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A “RESTRICTIVE COVENANT MODIFICATION” FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER’S OFFICE. THE “RESTRICTIVE COVENANT MODIFICATION” FORM CAN BE OBTAINED FROM THE COUNTY RECORDER’S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- Standard Coverage Owner's Policy
- Extended Coverage Owner's Policy
- CLTA/ALTA Homeowners Policy
- Standard Coverage Loan Policy
- Extended Coverage Loan Policy
- Short Form Residential Loan Policy
-

SCHEDULE A

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 more particularly described below as to Parcel(s) 2.

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

Harry Cain and Linda Cain, husband and wife , subject to bankruptcy proceedings filed by Linda Sue Cain, Debtor, pending in the United States Bankruptcy Court for the Central District of California, Case No. 6:23-bk-10011-RB; filed on May 21, 2023.

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of Riverside, City of Lake Elsinore and described as follows:

Parcel No. 1

Lot 146 of Tract No. 25478 (the "Lot"), in the City of Lake Elsinore, County of Riverside, State of California, as shown on the Subdivision Map (the "Map") filed in Book 374, Pages 80 to 94 of Maps, in the Office of the Riverside County Recorder.

Excepting therefrom, for the benefit of Grantor, its successors in interest and assignees:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, the "Subsurface Resources"); and

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Lot, including the right to whipstock or directionally drill and mine from lands other than the Lot, wells, tunnels and shafts into, through or across the subsurface of the Lot, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Lot, and to redrill, retunnel, equip, maintain, repair, deepen and operate any of such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper five hundred feet (500') of the subsurface of the Lot.

Parcel No. 2

Easements for access, use and enjoyment, drainage, encroachment, support, maintenance, repairs, and for other purposes, all as described in the Declaration, the Map and the Notice.

APN: 347-482-010

(End of Legal Description)

MAP

THE MAP CONNECTED HEREWITH IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

Taxes:

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes, to be levied for the fiscal year 2023 - 2024.
- B. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- C. Taxes and/or assessments affecting the land, if any, for Community Facility Districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts. Said taxes and/or assessments are typically collected with the County taxes; however, some districts may remove these taxes and/or assessment from the County taxes and assess and collect them separately.
- D. A resolution establishing watershed benefit assessment areas which provides for the issuing of bonds and the levying of a special tax to pay the interest and principal payments on such bonds upon the herein described property, recorded June 10, 1991 as Instrument Nos. 193749, 193750 and 193751 of Official Records of Riverside County, California.

Reference is hereby made to said document for further and other particulars.

- E. Prior to recording, the final amount due for taxes must be confirmed with tax collector.

Exceptions:

1. Water rights, claims or title to water in or under the property, whether or not shown by the public records.
2. Ownership of, or rights to, minerals or other substances, subsurface and surface, of whatsoever kind, including, but not limited to coal, ores, metals, lignite, oil, gas, geothermal resources, brine, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether the ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and whether or not appearing in the Public Records or listed in Schedule B. Stewart Title Guaranty Company and its issuing agent make no representation as to the present ownership of any such interests. There may be leases, grants, exceptions, or reservations of interests that are not listed.
3. Easements or servitudes appearing in the public records affecting the common area.
4. Matters as shown on the Tract Map No. 25478 filed in Book 374, Page 80 to 94, of Maps which cites, among other things, the following:
 1. Public Utilities
5. Covenants, conditions, restrictions, easements, matters, charges and assessments as set forth in a document recorded November 24, 2004, as Instrument No. 941878, of Official Records.

Said covenants, conditions, and restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

Annexation of the covenants, conditions and restrictions as disclosed by a document recorded September 6, 2005, as Instrument No. 2005-0733244, of Official Records.

6. Easement and rights incidental thereto for public utilities to Verizon California, Inc., a Corporation, as set forth in a document recorded April 7, 2005, as Instrument No. 2005-0272862, of Official Records.
7. The terms, provisions and conditions contained in that certain document, entitled "SB 50 Finance Agreement", recorded May 23, 2005, as Instrument No. 2005-0409016, of Official Records.
8. Easement and rights incidental thereto for public utilities to Southern California Edison Company, a corporation, as set forth in a document recorded July 14, 2005, as Instrument No. 2005-0562126, of Official Records.
9. The terms, provisions and conditions contained in that certain document, entitled "Notice of Non-Adversarial Procedure Under Civil Code Section 912(f)", recorded December 22, 2005, as Instrument No. 2005-1057055, of Official Records.
10. Easements, Covenants and Conditions contained in the Deed from Centex Homes, a Nevada General Partnership, as Grantor, to Harry Cain and Linda Cain, husband and wife, as Grantee, recorded on September 15, 2006, as Instrument No. 2006-0686642, of Official Records.
11. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
Amount : \$415,992.00
Trustor : Harry Cain and Linda Cain, husband and wife
Trustee : Golden West Savings Association Service Co., a California Corporation
Beneficiary : World Savings Bank, FSB
Recorded : September 15, 2006, as Instrument No. 2006-0686643, of Official Records

The beneficial interest of Wells Fargo Bank, N.A., S/B/M to Wells Fargo Bank Southwest, N.A., F/K/A Wachovia Mortgage, FSB, F/K/A World Savings Bank, FSB having been assigned of record to Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as Owner Trustee of CSMC 2019-SPL1 Trust, Attention: CSMC 2019-SPL1, by assignment recorded on August 29, 2019, as Instrument No. 2019-0334777, of Official Records.

Substitution of trustee naming ZBS Law, LLP as trustee recorded on April 6, 2022, as Instrument No. 2022-0163783, of Official Records.

A Notice of default recorded on April 8, 2022, as Instrument No. 2022-0168390, of Official Records.

A Notice of Trustee's Sale recorded on December 8, 2022, as Instrument No. 2022-0495761, of Official Records.

12. Federal tax lien filed against Harry G & Linda S Cain, in the amount of \$298897.75 and other amounts due thereunder, recorded March 28, 2019 as Instrument No. 2019-0104037 of Official Records.
13. State tax lien filed against Harry G. Cain and Linda S. Cain, in the amount of \$112,184.94 and other amounts due thereunder, recorded November 20, 2019 as Instrument No. 2019-0479964, of Official Records.
14. In order to insure, provide for review and approval prior to recording, a copy of the proposed draft of the order from the Bankruptcy Court regarding the disposition of the Land.

Additional requirements or items may be requested upon review of the required documents set forth above; contact your title officer for further instruction.

15. The requirement that a letter be provided from each Homeowner's Association stating that all liens/dues are current.
16. To assist in the clarifying, confirming and eliminating certain title matters, provide to Stewart Title, prior to recording, a completed Statement of Information for all identified and known Sellers/Owners in this transaction.

(End of Exceptions)

NOTES AND REQUIREMENTS

- A. Property taxes for the fiscal year 2022 - 2023 shown below are paid. For proration purposes the amounts are:
- | | |
|-----------------------|---------------|
| 2nd Installment | : \$5,769.92 |
| Parcel No. | : 347-482-010 |
| Code Area / Tracer No | : 005-008 |
- B. There are no transfers or conveyances shown in the public records within 24 months of the date of this Preliminary Report. If you have knowledge of any transfers or conveyances, please contact your title officer immediately for further requirements.
- C. There are no items in this Preliminary Report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 116.01-06 (or similar ALTA 22-06 equivalent), indicating that there is a Residence within a Planned Unit Development; known as 40106 Oregold Court, Lake Elsinore, California.
- D. All Transactions - Seller(s) and Buyer(s) or Borrowers are provided, as attachments, the document entitled "Acknowledgement of Receipt, Understanding and Approval of STG Privacy Notice for Stewart Title Companies and Stewart's Affiliated Business Arrangement Disclosure Statement" and the individually named documents, for review and acknowledgment prior to closing.
- E. All Transactions - Buyer(s)/Seller(s)/Borrower(s) are provided the Preliminary Report for review and acknowledgment prior to closing. Buyer(s) approval shall include the Preliminary Report items that are to remain as exceptions to the title policy.
- F. All Transactions - Seller(s)/Owner(s) are provided Stewart Title Guaranty Company's Owner's Affidavit and Indemnity for completion and submission prior to closing.
- G. There are no items in this Preliminary Report that will cause Stewart Title Guaranty Company to decline to attach the CLTA Endorsement Form 100.2-06 (or a similar ALTA 9 equivalent), or, if applicable, the CLTA Endorsement Form 115.1-06 (or a similar ALTA 4 equivalent) or CLTA Endorsement Form 115.2-06 (or a similar ALTA 5 equivalent) to an ALTA Loan Policy, when issued.
- H. A Preliminary Change of Ownership Report must be completed by the transferee (buyer) prior to the transfer of property in accordance with the provisions of Section 480.3 of the Revenue and Taxation Code. The Preliminary Change of Ownership Report should be submitted to the recorder concurrent with the recordation of any document effecting a change of ownership. If a document evidencing a change of ownership (i.e. Deed, Affidavit-Death Joint Tenant) is presented to the recorder for recording without a preliminary change of ownership report, the recorder may charge an additional \$20.00.

CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 1927794
Escrow No.: 1927794

The land referred to herein is situated in the State of California, County of Riverside, City of Lake Elsinore and described as follows:

Parcel No. 1

Lot 146 of Tract No. 25478 (the "Lot"), in the City of Lake Elsinore, County of Riverside, State of California, as shown on the Subdivision Map (the "Map") filed in Book 374, Pages 80 to 94 of Maps, in the Office of the Riverside County Recorder.

Excepting therefrom, for the benefit of Grantor, its successors in interest and assignees:

A. All oil rights, mineral rights, natural gas rights and rights to all other hydrocarbons by whatsoever name known, to all geothermal heat and to all products derived from any of the foregoing (collectively, the "Subsurface Resources"); and

B. The perpetual right to drill, mine, explore and operate for and to produce, store and remove any of the Subsurface Resources on or from the Lot, including the right to whipstock or directionally drill and mine from lands other than the Lot, wells, tunnels and shafts into, through or across the subsurface of the Lot, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts within or beyond the exterior limits of the Lot, and to redrill, retunnel, equip, maintain, repair, deepen and operate any of such wells or mines, but without the right to drill, mine, explore, operate, produce, store or remove any of the Subsurface Resources through or in the surface or the upper five hundred feet (500') of the subsurface of the Lot.

Parcel No. 2

Easements for access, use and enjoyment, drainage, encroachment, support, maintenance, repairs, and for other purposes, all as described in the Declaration, the Map and the Notice.

APN: 347-482-010

(End of Legal Description)

Procedures to Accompany the Restrictive Covenant Modification Form

The law prohibits unlawfully restrictive covenants based upon:

“...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

As the individual holding or acquiring an interest in the property, you may have any unlawfully restrictive covenants “removed”, which means “redacted.”

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder’s office, a “Restrictive Covenant Modification” form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder’s office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

The process at the county recorder’s office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY
STATE & ZIP

TITLE ORDER NO.

ESCROW NO.

APN NO.

RESTRICTIVE COVENANT MODIFICATION

(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)

I(We) _____
have or are acquiring an ownership interest of record in the property located at _____
_____ that is covered by the
document described below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s) _____ of the document recorded on _____ in book _____ and page _____ or instrument number _____ of the official records of the County of _____, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

(Signature of Submitting Party)

(Printed Name)

(Signature of Submitting Party)

(Printed Name)

_____ County Counsel, or their
designee, pursuant to Government Code Section
12956.2, hereby states that it has been determined
that the original document referenced above
_____ Does _____ Does Not contain an
unlawful restriction and this modification may be
recorded.

County Counsel
By:

Date:

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: January 23, 2023

File No.: 1927794

Property: 40106 Oregold Court, Lake Elsinore, CA 92532

From: Stewart Title of California, Inc.

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California, Inc.. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<i>Stewart Insurance Settlement Service</i>	<i>Charge or range of charges</i>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50

**ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING
AND APPROVAL OF STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE FOR STEWART TITLE COMPANIES AND
AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

The undersigned hereby acknowledge receipt of the Stewart Title Guaranty Company Privacy Notice for Stewart Title Companies and the Affiliated Business Arrangement Disclosure Statement that apply to this transaction. The undersigned further acknowledge that he/she/they have received, read, understand and accept these documents in connection with the above described transaction.

The undersigned have received a copy of this acknowledgement as evidenced by the signature below.

Harry Cain

Linda Cain

Reberiano Diaz Baltazar

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 unless such lien is shown by the Public Records at Date of Policy.

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

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division;
 - 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 appear 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% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

Except as provided in Schedule B - Part II, 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:

PART I

1. (a) 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.
 - (b) 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 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, which are 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 unless such lien is shown by the Public Records at Date of Policy.

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.
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) 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 by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are 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 unless such lien is shown by the Public Records at Date of Policy..

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY – ASSESSMENTS PRIORITY (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 or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to
 - (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) the subdivision of land; or
 - (iv) environmental protectionor the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- b. Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage which 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.

File No.: 1927794

AVAILABLE DISCOUNTS DISCLOSURE STATEMENT

This is to give you notice that Stewart Title of California, Inc. ("Stewart Title") is pleased to inform you that upon proper qualification, there are premium discounts available upon the purchase of title insurance covering improved property with a one to four family residential dwelling.

Such discounts apply to and include:

Property located within an area proclaimed a state or federal disaster area;

Property purchased from a foreclosing beneficiary or successful bidder at a foreclosure sale;

Property being refinanced.

Please talk with your escrow or title officer to determine your qualification for any of these discounts.

File No.: 1927794

Exhibit 2

**Stewart Title of California, Inc.
STATEMENT OF INFORMATION**

CONFIDENTIAL

THE STREET ADDRESS of the property in this transaction is: (IF NONE LEAVE BLANK)

ADDRESS 40106 Oregold Court CITY Lake Elsinore, CA 92532

IMPROVEMENTS: SINGLE RESIDENCE MULTIPLE RESIDENCE COMMERCIAL

OCCUPIED BY: OWNER TENANTS

CONSTRUCTION OR IMPROVEMENTS WITHIN THE LAST 6 MONTHS? YES NO

IF YES, STATE NATURE WORK DONE _____

PARTY 1

PARTY 2

FIRST MIDDLE LAST

FIRST MIDDLE LAST

FORMER LAST NAME(S), IF ANY

FORMER LAST NAME(S), IF ANY

BIRTHPLACE BIRTH DATE

BIRTHPLACE BIRTH DATE

Social Security No. DRIVER'S LICENSE NO.

Social Security No. DRIVER'S LICENSE NO.

Home Cell
 AM SINGLE AM MARRIED HAVE A DOMESTIC PARTNER

Home Cell
 AM SINGLE AM MARRIED HAVE A DOMESTIC PARTNER

Date of Marriage or Partnership _____

Date of Marriage or Partnership _____

NAME OF CURRENT SPOUSE OR DOM. PARTNER (if other than Party 2):

NAME OF CURRENT SPOUSE OR DOM. PARTNER (if other than Party 1):

NAME OF FORMER SPOUSE/DOM. PARTNER: (IF NONE, WRITE "NONE"):

NAME OF FORMER SPOUSE/DOM. PARTNER: (IF NONE, WRITE "NONE"):

Dissolutions pending Yes No (circle one)
Required to make child support payments? Yes No (circle one)
Required to make Family support payments? Yes No (circle one)

If paying former spouse directly, please provide address: _____

Dissolutions pending Yes No (circle one)
Required to make child support payments? Yes No (circle one)
Required to make Family support payments? Yes No (circle one)

If paying former spouse directly, please provide address: _____

OCCUPATIONS FOR LAST 10 YEARS (attach additional 10 year information, if applicable)

Party 1: Occupation Firm Name Street and City No. Years

Party 2: Occupation Firm Name Street and City No. Years

RESIDENCES FOR LAST 10 YEARS (attach additional 10 year information, if applicable)

Party 1: Street No. Street Name City No. Years

Party 2: Street No. Street Name City No. Years

Email Address

If you would like us to contact you by email, please provide your email address _____

Home Phone: _____ Business Phone: _____ Cell Phone: _____

The undersigned declare, under penalty of perjury, that foregoing is true and correct.

Signature: _____ Date: _____ Signature: _____ Date: _____

Exhibit 2

STGC TITLE PREMIUM DISCOUNT APPLICATION AND CONFIRMATION OF ELIGIBILITY

Order Number: 1927794

Property: 40106 Oregold Court, Lake Elsinore, CA 92532

APN: 347-482-010

In connection with the request of the Undersigned ("Applicant") for the preparation and issuance of title insurance, Applicant provides this completed STGC Title Premium Discount Application and Confirmation of Eligibility ("Request Form") for the benefit of, and reliance by, title insurer Stewart Title Guaranty Company, and its policy issuing agent Stewart Title of California, Inc. (collectively hereafter referred to as "Stewart Title") in connection with pricing the title premium in the above referenced transaction:

1. Applicant understands that Stewart Title has available for qualifying requestors a 10% discount on the title insurance premium charged under certain circumstances; however, all endorsement fees and other charges are not discounted.
2. Applicant understands that Stewart Title is only able to provide such discount if requested through providing this completed Request Form and is received by Stewart Title at least five (5) business days prior to recording of the transaction to which a discount is requested.
3. Applicant understands that Stewart Title prohibits combined discounts; accordingly, Stewart Title will provide this requested discount and disregard other applicable discounts, if any, when eligibility requirements for such discount are satisfied.
4. Applicant requests the following discount and affirms that Applicant meets the criteria and requirements set forth to qualify for such selected discount (SELECT ONLY ONE QUALIFYING DISCOUNT):

Active military personnel and honorably discharged veteran discount* – To qualify for an active military personnel or honorably discharged veteran discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is engaged in full-time, active duty in the military on the date signed below or was a honorably discharged veteran.

Senior citizen discount – To qualify for a senior citizen discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is 55 years of age or older on the date signed below.

*Active military personnel and honorably discharged veterans include those members from the following U.S. military services branches: Air Force, Army, Coast Guard, Marine Corps, Navy and Space Force, and any active Reserve members of these military services branches and any active members of the Air or Army National Guard.

- First-time homebuyer discount – To qualify for a first-time homebuyer discount: (1) the property being purchased is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s) is a U.S. citizen, permanent resident or qualified alien and has either never owned any property or, has not been an owner in a primary residence for the last three calendar years from the date signed below.

- First responder discount – To qualify for a first responder discount: (1) the property being purchased, mortgaged or refinanced is a fee simple interest in a primary, owner-occupied residence; and (2) at least one of the undersigned purchaser(s), seller(s) or borrower(s), as applicable, is a U.S. citizen, permanent resident or qualified alien and is currently employed as a police officer, firefighter, paramedic or emergency medical technician on the date signed below.

This Request Form is completed under penalty of perjury and is made for the purpose of inducing Stewart Title to provide the title premium discount, and the representations contained herein are material to such insurance coverage pricing. The undersigned hereby indemnifies and holds Stewart Title harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain to the extent any representation contained herein is incorrect. The undersigned understands that Stewart Title may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ AND COMPLETE THE STGC TITLE PREMIUM DISCOUNT REQUEST FORM ON THE PREVIOUS PAGE BEFORE SIGNING BELOW. IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD CONTACT YOUR LOCAL STEWART TITLE PROFESSIONAL.

THE UNDERSIGNED DECLARES UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Signature

Signature

Printed Name

Printed Name

Date Signed

Date Signed

OWNER'S AFFIDAVIT AND INDEMNITY

Order No.: 1927794

Address/Location: 40106 Oregold Court, Lake Elsinore, CA 92532

APN: 347-482-010

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer STEWART TITLE GUARANTY COMPANY, and its policy issuing agent STEWART TITLE OF CALIFORNIA, INC. (collectively hereafter referred to as "TITLE"):

1. Affiant owns and holds title to the land described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Land").
2. The Affiant's ownership and/or possession of the Land has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**

3. Other than the Affiant, there are no parties entitled to possession of the Land other than the following: **(If none, please state "none")**

4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Land, or any parties currently in possession, of the Land, except the following: **(If none, please state "none")**

5. All assessments by a management company or owners' association, or for common area or building maintenance, if any, are paid current or are not yet due and payable except for the following. **(If none, please state "none")**

6. There are no pending contemplated repairs/improvements to the Land, except the following: **(If none, please state "none")**

7. There has been no construction, building materials, repairs, improvements, or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**

This work performed, as detailed above, was completed on _____ (date of completion).

8. Affiant is not aware of the existence of any of the following:
 - a. Improvements, including fences, encroaching into any easements on the Land, or over any boundary lines of the Land.
 - b. Adjoining property improvements encroaching onto the Land.
 - c. Liens against the Land and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
 - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Land.
 - e. Pending repairs/improvements to any adjacent street(s) or any assessments related to road maintenance
 - f. Any pending litigation involving the Land, the Affiant or any other property owner currently in title.
 - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Land is located.
 - h. Violations of building permits, zoning laws or recorded covenants, conditions and/or restrictions imposed on the Land.
 - i. Any pending assessments for Community Facility Districts.
 - j. Any new, pending or existing obligation or loan including any home improvements on the Land pursuant to the PACE or HERO program, or any other similar type program.

Exhibit 2

- k. Any unrecorded or recorded easements, covenants, conditions, or restrictions affecting the Land, other than those listed in the Preliminary Report or Title Commitment.
- l. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g., supermarkets, restaurants, wineries, breweries and meat packing plants).

With regard to 8a.-8l, except as follows: (If none, please state "none")

-
- 9. No proceedings in bankruptcy or receivership have been instituted or filed by, or against, the Affiant or any other property owner currently in title.
 - 10. There are no unpaid taxes, assessments or utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Land, with the exception of the following: **(If none, please state "none")**
-
- 11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Land, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: **(If none, please state "none")**

Creditor

Approximate Balance

- 12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Land and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Land, or other parties currently in possession, of the mineral rights on the Land, except the following: **(If none, please state "none")**
-
- 13. Other than the Affiant, there are no other parties currently in possession of the Land, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: **(If none, please state "none")**
-
- 14. Affiant has not executed and will not execute any documents or instruments related to the title to, or interest in, the Land prior to the recordation of the documents in this transaction.
 - 15. By signing below, Affiant agrees to cooperate with TITLE and, upon request from TITLE, to promptly provide and/or execute, any corrective or curative information or documentation requested.

This is a sworn affidavit and is made for the purpose of inducing TITLE to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart Title Guaranty Company and its policy issuing agent identified above harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that TITLE may decide not to provide the requested title insurance despite the information and affirmations contained herein.

PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.

Exhibit 2

Harry Cain

Linda Cain

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by
_____, proved to me on
the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature

Main Document Page 72 of 148
STEWART TITLE GUARANTY COMPANY

PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice (“Notice”) explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, “Stewart”) collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver’s license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates’, and others’ products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES

H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.

Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Your Consumer Rights and Choices Under CCPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

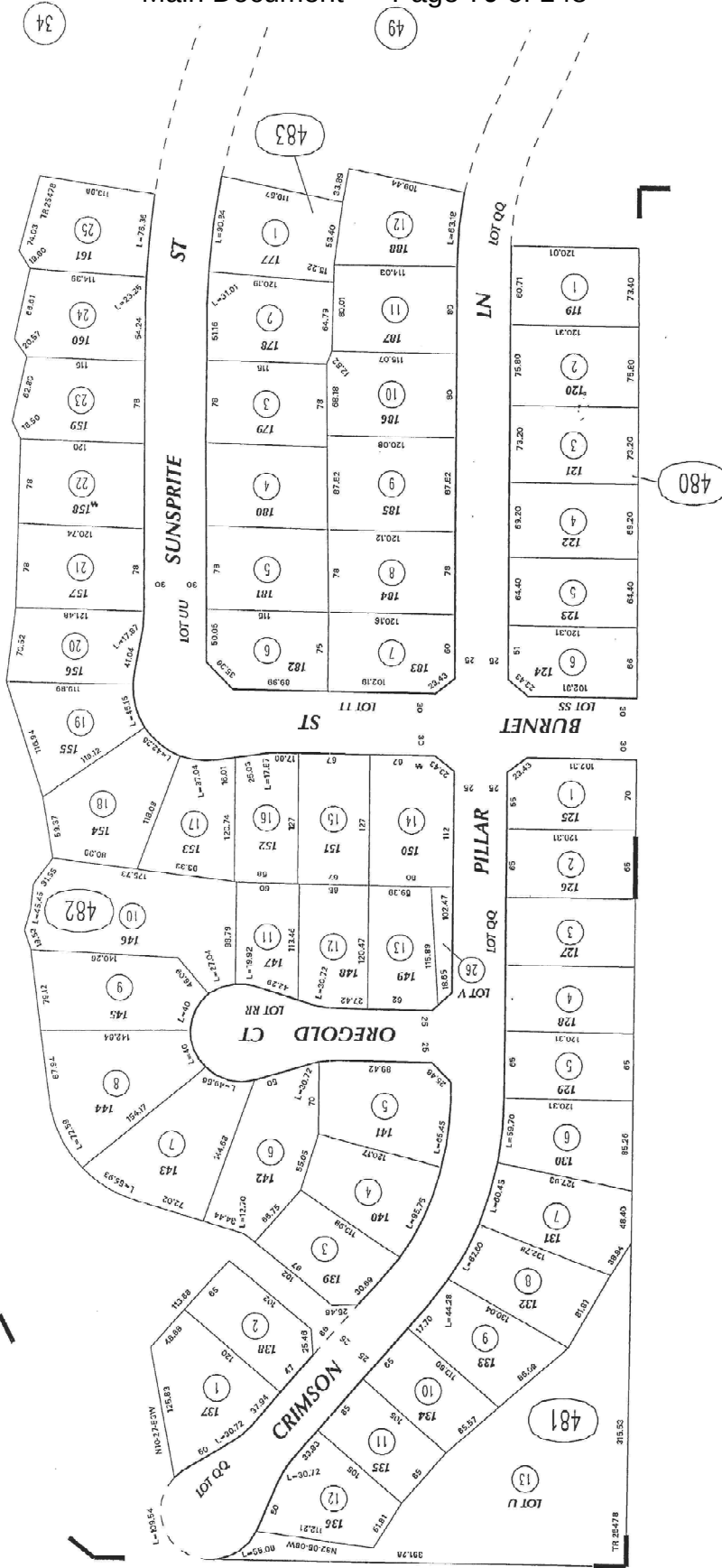
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T.R.A. 015-008

POR. SE. 29 T. 5S., R. 4W
CITY OF LAKE ELSINORE

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S FAVOR MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

AUG 2 2 2006



ASSESSOR'S MAP R3347 PG. 43 Riverside County, Calif. JCB
MB 374/08/04 TRACT MAP NO. 25478
500' Feat 2000

Exhibit 2

Exhibit 3

Occupancy Stipulation and Order

1 Lynda T. Bui, Trustee
3550 Vine Street, Suite 210
2 Riverside, California 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: trustee.bui@shulmanbastian.com
4

5 Chapter 7 Trustee

6
7 **UNITED STATES BANKRUPTCY COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA, RIVERSIDE DIVISION**

9 In re

10 **LINDA SUE CAIN,**
11 **fka Linda Sue Andicochea,**

12 Debtor.

Case No. 6:23-bk-10011-RB

Chapter 7

**STIPULATION FOR OCCUPANCY AND
MARKETING OF REAL PROPERTY**

[Real property located at:
40106 Oregold Court
Lake Elsinore, California 92532]

[Order Approving the Stipulation
Uploaded Concurrently]

[No Hearing Set]

1 TO THE HONORABLE MAGDALENA REYES BORDEAUX, UNITED STATES
2 BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL
3 INTERESTED PARTIES:

4 Lynda T. Bui ("Trustee"), solely in her capacity as the duly appointed, qualified and
5 acting Chapter 7 trustee for the bankruptcy estate ("Estate") of Linda Sue Cain ("Debtor"),
6 the Debtor, and the Debtor (the Trustee and the Debtor are collectively referred to as the
7 "Parties"), enter into and agree to the terms and conditions of this *Stipulation for Occupancy
8 and Marketing of Real Property* ("Stipulation") based on the following recitals:

9 I. RECITALS

10 1. The Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code
11 on January 3, 2023.

12 2. Property of the Estate is the Debtor's interest in the real property located at
13 40106 Oregold Court, Lake Elsinore, California 92532 ("Property"). On her Schedules A/B
14 and D filed on January 3, 2023 [docket 1], the Debtor (i) valued the Property at
15 \$650,000.00; and (ii) listed the following three liens: a Lender lien¹ for \$385,023.00, two
16 tax liens by the Internal Revenue Service, one for \$334,965.69 and the second for
17 \$94,124.66, for total liens impacting the Property of \$814,113.35. Although not listed on
18 her Schedule D, real property records show that the California Franchise Tax Board
19 recorded a tax lien with the Riverside County Recorder on November 20, 2019, filing
20 number 2019-0479964. The Debtor has not claimed an exemption in the Property.

21 3. Initially, the Debtor did not claim an exemption in the Property. However, on
22 or about March 10, 2023, the Debtor filed an amended Schedule C claiming \$28,037 in the
23 Property under California Code of Civil Procedure §703.140(b)(1) ("Wildcard Exemption").

24

25

26

27

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¹ On her Schedule D, the Lender lien is identified as "Rushmore Loan Mgmt Service." The Trustee is advised that Rushmore Loan Mgmt Service is a loan servicer and that the beneficiary under the Lender lien is Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as owner trustee of CSMC 2019 – SPL1 Trust ("Lender").

Exhibit 3
2

1 4. Real property records show that the Debtor and her deceased spouse, Harry
2 Cain (“Harry”) acquired the Property while they were married and title is held by the Debtor
3 and Harry. Real property records do not reflect that an affidavit of death has been
4 recorded. Out of abundance of caution, the Trustee asserts that based on case law,
5 including *Brace v. Speier (In re Brace)*, 908 F.3d 531 (9th Cir. 2018)(ruling community
6 property presumption trumps title presumption) and *In re Marriage of Valli*, 58 Cal. 4th
7 1396, 1414 (holding all property acquired during the marriage is presumed to be community
8 property), the Property is community property. The Trustee also asserts that since that
9 there was no final divorce decree dividing the Property before the Petition Date, it is still
10 community property and therefore property of the Estate.

11 5. On January 17, 2023, the Lender filed a Motion for Relief From Stay (“Stay
12 Motion”) [docket 9] seeking to move forward with proceedings to foreclose on the Property.
13 The Trustee filed an opposition to the Stay Motion [docket 13] asserting that based on
14 Lender’s own admission, there is a sufficient equity cushion (at least 32%) and sufficient
15 equity (\$208,015.63) to adequately protect Lender’s interest in the Property. The Trustee
16 also asserted that under 11 U.S.C. § 724(a) the Trustee may avoid a lien that secures a
17 claim of a kind specified in § 724(a)(4)² and under current case law including *In re Bolden*,
18 327 B.R. 657, 664 (Bankr. C.D. Cal. 2005)(stating that “taken together, §§ 724(a) and
19 726(a)(4) establish a statutory basis to allow the trustee to avoid tax penalty liens of the
20 IRS and FTB”), there is sufficient basis for the sale of the Property for the benefit of
21 creditors. At the February 23, 2023 hearing, the Court denied the Stay Motion. Further,
22 since the Property is over-encumbered and the Trustee is avoiding and subordinating the
23 tax liens under Bankruptcy Code sections 724(a), 724(b) and recovering them for the

24 _____
25 ² Bankruptcy Code § 726(a)(4), states:

26 fourth, in payment of any allowed claim, whether secured or unsecured, for any fine, penalty,
27 or forfeiture, or for multiple, exemplary, or punitive damages, arising before the earlier of the
28 order for relief or the appointment of a trustee, to the extent that such fine, penalty, forfeiture,
 or damages are not compensation for actual pecuniary loss suffered by the holder of such
 claim.

Exhibit₃

1 benefit of the Estate under Bankruptcy Code sections 550 and 551, the Trustee does not
2 believe that the Debtor is entitled to the Wildcard Exemption.

3 6. Based on a preliminary analysis and communication with her real estate
4 professional, Expert Real Estate & Investment ("Broker"), the Trustee is advised that the
5 Property has a range of value from \$600,000.00 to \$625,000.00. Based on this value and
6 even after taking into consideration the liens encumbering the Property, the costs of a sale
7 and an anticipated agreement regarding the tax liens, the Trustee believes that there is
8 significant equity in the Property to provide for a meaningful distribution to unsecured
9 creditors.

10 7. The Debtor has advised the Trustee that she does not have the funds to pay
11 the monthly mortgage payments on account of the Lender lien.

12 8. The Debtor has not made a mortgage payment for over one and one-half
13 years and owes over \$50,000 in arrearages. She has determined that it is best to have the
14 Trustee sell the Property and generate funds for payment of tax liens and provide for a
15 distribution to unsecured creditors. The Debtor also indicated that she claimed the Wildcard
16 Exemption so that she can have some proceeds after the sale to move.

17 9. The Trustee intends to administer the Property and will be employing the
18 Broker to assist with the marketing and sale of the Property to a non-insider third party.
19 The Debtor has agreed to cooperate with the Trustee's employment of the Broker and
20 administration/sale of the Property and has also advised she wishes to continue to occupy
21 the Property pending Trustee's administration of the Property.

22 II. AGREEMENT

23 **NOW THEREFORE** the Parties stipulate and agree to the following terms:

24 1. Given the above, and to continue to maintain the *status quo* during the
25 marketing and sale of the Property, the Debtor agrees to cooperate with and assist the
26 Estate by doing the following:

27 a. Timely pay and maintain satisfactory homeowners' insurance
28 (including liability and hazard insurance) on the Property, naming the

Exhibit 3
4

- 1 Trustee as loss payee, and provide updated proof of continued
2 coverage to the Trustee with each insurance renewal on the Property.
- 3 b. At her own expense, maintain the Property in a condition of good
4 repair, including maintenance of the yard/lawn service of the exterior
5 of the Property, so that the Property may be marketed for sale and for
6 showings to prospective buyers.
- 7 c. Ensure there are no payment defaults on any maintenance obligations
8 for the Property, including payments related to amounts owed for
9 insurance, homeowners association dues, utilities and any and all
10 other payments and expenses associated with preserving and
11 maintaining the Property in good condition, including but not limited to
12 yard/lawn service of the exterior of the Property (collectively the
13 "Property Expenses").
- 14 d. Provide the Trustee with evidence (e.g. bill and cancelled checks) that
15 the Property Expenses payments that are due are timely paid
16 (collectively "Proof of Payment and Documents"). The Proof of
17 Payment and Documents shall be provided to the Trustee by the 15th
18 day of every month for the previous month.
- 19 e. Ensure no transfer of interests in the Property or encumbrance of the
20 Property with any liens whatsoever.
- 21 f. Before close of escrow, work with the Trustee to voluntarily vacate the
22 Property and leave it in broom clean condition.
- 23 g. Work with the Broker to accommodate showings, including making the
24 Property available for showing by the Broker within twenty-four (24)
25 hours of a request by the Broker, between the hours of 10:00 a.m. and
26 6:00 p.m. (or other hours by agreement).
- 27 h. Take actions as required by the Trustee to ensure that the Estate
28 maximizes the value of the Property.

Exhibit₅ 3

1 2. In exchange for the Debtor's cooperation and assistance, the Trustee agrees
2 the Debtor may continue to occupy the Property and not make the mortgage payments
3 until the Trustee closes on the sale of the Property.

4 3. In addition, the Trustee agrees to provide the Debtor with a 1% of the sales
5 price upon the close of escrow so she can have funds for her move. The 1% will be
6 deducted from the sales commission. The Trustee in her sole discretion will use their best
7 efforts to obtain additional funds to provide to the Debtor upon the close of escrow.
8 Notwithstanding, the payment of at least 1% of the sales price and in no event more than
9 \$10,000 is hereby considered a complete and full satisfaction of and/or a settlement of the
10 dispute of the Wildcard Exemption.

11 4. If the Trustee is required to arrange and/or to pay for any Property Expenses
12 while the Debtor occupies the Property, the Debtor acknowledges that the Trustee retains
13 the right to seek sanctions against the Debtor for any default(s) related to Property
14 Expenses, including retaining as payment to the Estate the amount of any sanctions from
15 any exemption funds due and owing to the Debtor.

16 5. When/if the Debtor desires to vacate the Property prior to the close of escrow,
17 the Debtor shall notify the Trustee immediately so that the Trustee may take action to
18 secure and protect the Property.

19 6. The Trustee, through her Broker, may post at the Property a lockbox with a
20 key and may arrange access to the Property for marketing purposes.

21 7. Any material breach of this Stipulation, including the Debtor's failure to
22 cooperate or respond to the Trustee's or the Broker's communications, failure to provide
23 reasonable access to the Property, failure to adequately maintain the Property, failure to
24 pay Property Expenses as they come due, or failure to cooperate with the sale of the
25 Property will constitute good cause for the Trustee to immediately seek turnover of the
26 Property.

27 8. If the Trustee moves forward with the sale of the Property to a third party, the
28 Trustee shall provide notice to the Debtor of the acceptance, subject to Court approval, of

Exhibit 3₆

1 any offer on the Property. Following acceptance, the Trustee will file a motion seeking
2 Court approval of the sale of the Property ("Sale Motion") and schedule the Sale Motion for
3 hearing. The Trustee shall provide the Debtor with notice of the date of the hearing on the
4 Sale Motion by serving Debtor with the Sale Motion. The Debtor waives the right to object
5 to the Sale Motion. The Debtor shall ensure that she and all occupants vacate and leave
6 the Property, removing all exempt personal property except fixtures, no later than seven
7 (7) days after the entry of an order by the Bankruptcy Court authorizing the sale of the
8 Property ("Move-Out Deadline"). In the event there is any unauthorized removal of non-
9 exempt fixtures from the Property, the Debtor acknowledges that the Trustee retains the
10 right to seek sanctions against Debtor for such removal, including retaining as payment to
11 the Estate the amount of any sanctions from any exemption funds due and owing to the
12 Debtor.

13 9. If the Debtor and/or all other occupants fail or refuse to vacate the Property
14 by the Move-Out Deadline, the Debtor acknowledges that the Trustee retains the right to
15 seek sanctions against the Debtor for any interest, fees or charges on the mortgages, any
16 property taxes, and/or homeowner's association fees, assessments or other charges,
17 accruing from and after the hearing date; the cost of any insurance which the Trustee
18 procures to protect the Estate's interest in the Property; the costs of maintaining the
19 Property in good repair including the costs for yard/lawn maintenance of the Property; and
20 the costs of obtaining turnover and evicting the Debtor and/or any other occupant, including
21 any attorney's fees or charges associated with that action.

22 10. The Trustee will be listing the Property for sale in her capacity as the Chapter
23 7 trustee for the Estate, and not in her personal capacity, and no liability or obligations shall
24 accrue to her personally because of such listing.

25 11. The Trustee reserves the right, in her sole discretion, to determine not to sell
26 the Property if doing so does not benefit the Estate.

27 12. Notwithstanding the terms of this Stipulation, the Debtor hereby
28 acknowledges the following rights of the Estate:

Exhibit 3

- 1 a. At any time, pursuant to 11 U.S.C. § 542, the Trustee may seek
2 turnover of the Property, which is property of the Estate.
- 3 b. Out of an abundance of caution, the Trustee will seek turnover as part
4 of the Sale Motion and if the Debtor and/or other occupants fail or
5 refuse to vacate the Property by the Move-Out Deadline, such non-
6 compliance may result in the U.S. Marshal evicting all occupants from
7 the Property.
- 8 c. There are currently no applicable moratorium on evictions by any
9 entity under California state law and/or United States federal law.

10 13. The Parties agree that this Stipulation is valid and shall become effective and
11 binding on the Parties on the date upon which the last signatory executes this Stipulation.

12 14. The Parties agree that they will execute any and all further and additional
13 documents and take all further and additional steps, which may be necessary or convenient
14 to consummate the terms of this Stipulation and accomplish the purposes of this
15 Stipulation.

16 15. The Parties agree that should any dispute arise regarding this Stipulation, the
17 United States Bankruptcy Court for the Central District of California, Riverside Division,
18 shall have exclusive jurisdiction to determine the same.

19 16. This Stipulation has been entered into in the State of California and this
20 Stipulation, including any rights, remedies, or obligations provided for, shall be construed
21 and/or enforced in accordance with the laws of the State of California.

22 17. The Trustee is signing this Stipulation in her capacity solely as Chapter 7
23 Trustee of the Estate. Nothing contained herein shall in any way impute liability to the
24 Trustee, personally or as a member of any professional organization, or anyone acting on
25 her behalf, including the firm of which she is associated, Shulman Bastian Friedman & Bui
26 LLP.

27 18. This Stipulation may be amended and modified only by a written agreement
28 signed by all the Parties specifically acknowledging and approving of the modification.

Exhibit 3

1 19. This Stipulation may be executed in one or more counter parts (multiple
2 signatures) each of which shall be deemed an original, and all of which constitute one and
3 the same instrument.

4
5 DATED: April 11, 2023

By: 

Lynda T. Bui
Chapter 7 trustee for the bankruptcy estate of
In re Linda Sue Cain,
Case No. 6:23-bk-10011-RB

6
7
8
9 DATED: April ____, 2023

By: _____

See attached signature page

Linda Sue Cain

10
11 APPROVED AS TO FORM:

12
13 DATED: April ____, 2023

By: _____

ATLANTIS LAW FIRM

See attached signature page

Keith Nguyen
Attorney for Linda Sue Cain, Debtor

1 ~~18-19.~~ This Stipulation may be executed in one or more counter parts (multiple
2 signatures) each of which shall be deemed an original, and all of which constitute one and
3 the same instrument.

4
5 DATED: March ____, 2023

By: _____
Lynda T. Bui
Chapter 7 trustee for the bankruptcy estate of
In re Linda Sue Cain,
Case No. 6:23-bk-10011-RB

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7
8
9 DATED: March ____, 2023

By: *Linda Sue Cain*
Linda Sue Cain

10
11 APPROVED AS TO FORM:

ATLANTIS LAW FIRM

12
13 DATED: March ____, 2023

By: *Keith Nguyen*
Keith Nguyen
Attorney for Linda Sue Cain, Debtor

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Exhibit 3

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*): **STIPULATION FOR OCCUPANCY AND MARKETING OF REAL 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*) **April 12, 2023**, 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*) **April 12, 2023**, 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*)) **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.

April 12, 2023
Date

Lorre Clapp
Printed Name

/s/ Lorre Clapp
Signature

NEF SERVICE LIST

- **Lynda T. Bui (TR)** trustee.bui@shulmanbastian.com, C115@ecfbis.com
- **Nichole Glowin** bankruptcy@zbslaw.com, nglowin@ecf.courtdrive.com
- **Keith Q Nguyen** keith.attorney@gmail.com, atlantislaw.ecf@gmail.com
- **United States Trustee (RS)** ustpregion16.rs.ecf@usdoj.gov

U.S. MAIL SERVICE LIST

Judge's Copy:

Honorable Magdalena Reyes Bordeaux
US Bankruptcy Court
3420 Twelfth St, Suite 365
Riverside, CA 92501

1 Lynda T. Bui, Trustee
3550 Vine Street, Suite 210
2 Riverside, California 92507
Telephone: (949) 340-3400
3 Facsimile: (949) 340-3000
Email: trustee.bui@shulmanbastian.com
4

5 Chapter 7 Trustee



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

9 In re
10 **LINDA SUE CAIN,**
11 **fka Linda Sue Andicochea,**
12 Debtor.

Case No. 6:23-bk-10011-RB

Chapter 7

**ORDER APPROVING STIPULATION
FOR OCCUPANCY AND MARKETING
OF REAL PROPERTY**

[Related to Docket No. 27]

[Related to real property located at:
40106 Oregold Court
Lake Elsinore, California 92532]

Hearing Date:

Date: May 16, 2023

Time: 11:00 a.m.

Place: Courtroom: 303

United States Bankruptcy Court
3420 Twelfth Street,
Riverside, CA 92501

21 The “Stipulation for Occupancy and Marketing of Real Property” (“Stipulation”)
22 [docket 27] filed by Lynda T. Bui, the Chapter 7 Trustee (“Trustee”) for the bankruptcy
23 estate (“Estate”) of Linda Sue Cain (“Debtor”) came on for regular hearing on
24 May 16, 2023, at 11:00 a.m. the Honorable Magdalena Reyes Bordeaux, United States
25 Bankruptcy Judge presiding. The Court posted a tentative ruling approving the Stipulation
26 and waiving appearance at the hearing.

27 The Court, having considered the (1) Stipulation, (2) “Notice of Hearing on
28 Stipulation for Occupancy and Marketing of Real Property; Memorandum of Points and

Exhibit₁ 3

1 Authorities in Support of Approval of the Stipulation” [docket 36], (3) lack of any opposition
2 to the Stipulation, and (4) the record in this case; having found that proper notice has been
3 given; and it appearing that the Stipulation is in the best interest of the Estate and its
4 creditors; and good cause having been shown,

5 **IT IS ORDERED** as follows:

- 6 1. The Stipulation is approved. The Trustee is authorized to enter into and
7 execute the Stipulation.
- 8 2. The Trustee is authorized to execute any and all necessary documents to
9 carry out the provisions contemplated in the Stipulation.
- 10 3. The Trustee is authorized to record any and all necessary documents and to
11 take all necessary steps and actions to effectuate the terms of the Stipulation.
- 12 4. The Court retains jurisdiction with respect to all matters arising from or related
13 to the implementation of the Stipulation and this Order.

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23 Date: May 19, 2023

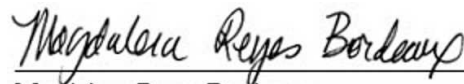
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Magdalena Reyes Bordeaux
United States Bankruptcy Judge

Exhibit₂ 3

Exhibit 4

Purchase Agreement and Addendum

ADDENDUM #1 TO CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Addendum #1 (“Addendum”) together with the **California Residential Purchase Agreement and Joint Escrow Instructions** dated **June 20, 2023** (“**Purchase Agreement**”) is intended to set forth the terms and conditions of a contract for the purchase by and sale to **Reberiano Diaz Baltazar Jr.** (“**Buyer**”) from Lynda T. Bui, solely in her capacity as Chapter 7 Trustee for the bankruptcy estate (“**Bankruptcy Estate**”) of **In re Linda Sue Cain, Case No. 6:23-bk-10011-RB** (“**Seller**” or “**Trustee**”), of the real property commonly known as **40106 Oregold Court, Lake Elsinore, California 92532** (“**Property**”). When executed below, this Addendum together with the **Purchase Agreement** will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the “**Sale**”) of the Property. This Addendum and Purchase Agreement constitutes the entire understanding and agreement between the Buyer and Seller concerning the Sale of the Property and supersedes all prior and contemporaneous agreements, understandings, terms, conditions and representations, written or oral, made by any of the parties or their Brokers (defined below) concerning the matters covered by this Addendum and Purchase Agreement. No part of any of the previous offers shall be used to interpret the terms of this Addendum and Purchase Agreement. **In the event of any inconsistency between the terms, provisions or effect of the this Addendum and the Purchase Agreement, the Addendum shall govern.**

PURCHASE PRICE; DEPOSIT; ESCROW.

The escrow holder shall be **A & A Escrow Services, Inc., Antonia Delgado, Escrow Officer, 15250 Ventura Blvd #715, Sherman Oaks, CA 91403; Telephone: (310) 550-6055; email: antonia@aaescrow.com** (“Escrow Holder”).

Owner’s title policy shall be issued by **Stewart Title, Mindy Beckham, Title Officer, 4195 East Thousand Oaks Boulevard, Suite 107, Westlake Village, CA 91362; Telephone: (805) 367-5628; email: WLvtitle@stewart.com** (“Title Company”).

The purchase price for the Property shall be **Six Hundred Twenty Thousand Dollars (\$620,000.00)** (“**Purchase Price**”) subject to overbids. Buyer shall make an initial deposit of **three percent (3%) of the Purchase Price totaling Eighteen Thousand Six Hundred Dollars (\$18,600.00)** (“**Initial Deposit**”) in the form of cashier's check or wire transfer made payable and delivered to Escrow Holder within three (3) business days of acceptance of this Offer by Buyer, Seller’s execution of the Affirmation Addendum in the form attached hereto as Exhibit “A”, and Buyer’s receipt of a copy of the fully executed Purchase Agreement, Addendum and the Affirmation Addendum.

Buyer shall deliver to the Trustee, within three (3) days of mutual execution of this Addendum and the Purchase Agreement, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; loan commitment or other form acceptable to the Trustee in the Trustee’s sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Trustee determines, in the Trustee’s sole discretion, that any proof of funds provided to Trustee by Buyer is unacceptable, the Trustee shall have the right, at the Trustee’s option, to provide written notice to Buyer that this Addendum and Purchase Agreement is terminated. In the event that the Trustee exercises such termination right, this Addendum and Purchase Agreement shall terminate

effective as of the date of Trustee's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Trustee shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Addendum shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Addendum to another person or entity ("Assignee") subject to Seller's prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

1. BUYER'S DUE DILIGENCE AND CANCELLATION RIGHT. Buyer shall have fifteen (15) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer's election to withdraw from this Addendum because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Addendum shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed as set forth in Paragraph 3 and Buyer's obligation to proceed shall be non-contingent except as provided herein for, (i) Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 2), and (ii) Bankruptcy Court approval of this Addendum and the Sale (including as set forth in Paragraph 6).

2. TITLE; TITLE INSURANCE. Within three (3) business days after acceptance of the Addendum and Purchase Agreement, Title Company will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of the period in this paragraph, or until three (3) days after receipt of the preliminary report and underlying documents, whichever occurs later, give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) that interferes with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Addendum and Purchase Agreement and the sale, in which event Buyer's and Seller's obligations under this Addendum and Purchase Agreement shall be terminated and Buyer shall receive a full refund of Buyer's Deposit, or (ii) elect to correct the item(s) that was disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Seller shall pay the costs of a CLTA Standard Owner's policy of title insurance.

3. REMOVAL OF CONTINGENCIES; COURT CONFIRMATION; CLOSING; DELIVERY OF POSSESSION. If Buyer does not give Seller written Notice of Cancellation as and when provided in Paragraph 1, or Notice of Title Disapproval as and when provided in Paragraph 2, Buyer's silence shall be deemed acceptance and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies and to proceed with the Sale. Seller shall then file a motion with the Bankruptcy Court to confirm this sale. Upon such removal of contingencies, Buyer shall be unconditionally obligated to proceed with the sale, subject only to Bankruptcy Court confirmation as set forth below. If the Bankruptcy Court confirms the sale to Buyer, the closing shall take place as soon as practicable after entry of the order approving the sale, but no later than the first business day after fourteen (14) calendar days following the entry of such order. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be delivered to Buyer upon Escrow Holder's confirmation of recording.

4. BANKRUPTCY SALE. Buyer acknowledges that Seller is a Trustee appointed to administer the above referenced Bankruptcy Estate and is a party to this Addendum and Purchase Agreement solely in that capacity. Seller and Brokers and agents have not and will not determine the condition or fitness for use of the Property for any particular purpose. The sale shall be "as is," "where is," "with all faults," and with no warranty by or recourse whatsoever to Seller or Brokers or agents herein. Transfer of the Property shall be by Quit Claim Deed. All parties acknowledge that Seller is a party to this Addendum solely in the capacity as Trustee of the above referenced Bankruptcy Estate and that in the event of any default in the performance of any of Seller's obligations under the Offer (as modified hereby) or in the event that any other claim is asserted against the Seller, Trustee or the Bankruptcy Estate in connection with this transaction, the Trustee, including her agents, attorneys, and other representatives, shall in no event have any personal liability whatsoever (whether in the Trustee's individual capacity or otherwise), it being expressly understood and agreed that Buyer's sole recourse, if any, in such event shall be to the assets of such Bankruptcy Estate.

5. TAXES; PRORATIONS; COSTS OF SALE. All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Seller shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Addendum. Seller shall not be responsible to pay any one-year home warranty plan.

6. BANKRUPTCY COURT APPROVAL; OVERBIDDING. The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is also subject to notice to creditors and approval by the Bankruptcy Court. Buyer acknowledges and agrees that Seller may not seek to obtain the Bankruptcy Court's approval if Seller has determined that it would be in the best interest of the Bankruptcy Estate not to do so.

7. **BROKERS.** The Brokers are confirmed as follows: **Expert Real Estate & Investment** representing the Seller exclusively, **Safe Investment Realty Group**, representing the Buyer exclusively. All such Brokers and agents are collectively referred to herein as the “Brokers.” Subject to Bankruptcy Court approval, Seller will pay a real estate agent’s commission aggregating six (6%) percent of the purchase price of the Property to be split 2% to Expert Realty Estate & Investment, 2% to Safe Investment Realty Group, and 2% to the Trustee on behalf of the Estate. No commission or compensation shall be due or payable to Brokers in connection with this Addendum or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related Bankruptcy Estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys’ fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted. The Seller reserves the right to request a reduction of the commission.

8. **MATERIAL CHANGE OF CONDITION.** In the event of any material change in the condition of the Property after the date of acceptance of this Addendum and Purchase Agreement, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller’s sole option: (a) elect to terminate this Addendum, in which event Buyer’s and Seller’s obligations to buy or sell shall terminate and the full Deposit shall be refunded to Buyer; or (b) make required repairs at the Bankruptcy Estate’s expense; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) credit the cost of such repairs to Buyer through escrow, it being agreed that in the event that Seller elects and complies with subpart 8(b), (c) or (d), Buyer’s obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

9. **REMEDY FOR BUYER’S OR SELLER’S FAILURE TO CLOSE.** Buyer’s sole remedy in the event that the sale fails to close as a result of Seller’s inability or failure to close for any reason, including but not limited to the reason of failure to obtain approval of the sale by the Bankruptcy Court, shall be the mutual release of Buyer’s and Seller’s obligations to buy or sell and a full refund of the Deposit (plus any increased thereof by Buyer). In the event Buyer fails to close the sale for any reason other than Seller’s default, after Buyer’s contingencies have been removed as under Paragraphs 2 and 3, Buyer’s Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than three percent of the Purchase Price. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).

 **[Buyer’s Initials]**

10. **BANKRUPTCY COURT JURISDICTION.** The U.S. Bankruptcy Court for the Central District of California shall have sole and exclusive jurisdiction to interpret and enforce the terms of this Addendum and Buyer hereby consents and submits to such exclusive jurisdiction. This Addendum shall be interpreted and enforced pursuant to the laws of the United States of America including the Bankruptcy Code, Title 11, United States Code.

11. **“AS-IS,” “WHERE-IS” CONDITION; NO WARRANTIES.** Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum

and Purchase Agreement is made “as-is,” “where-is,” and “with all faults,” except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body, including Buyer’s agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer’s expense, prior to close of escrow; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as “hazardous substances, hazardous materials, or toxic substances” or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller’s Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller’s Broker shall, for all purposes of this Addendum, be deemed to have been disclosed to Buyer by the Seller, as well.

12. **BROKERS.** Brokers and agents herein have not and will not perform any inspections, investigations, or due diligence on behalf of Buyer unless otherwise specified herein. Buyer is informed that Buyer must arrange for any inspections and investigations desired by Buyer utilizing suitable third party professionals selected and compensated by Buyer. In no event shall Seller have any liability or responsibility for any representation, warranty, statement made, or

information furnished by Brokers or agents herein, or any other person or entity, concerning the Property, this Addendum, or any other matter, unless expressly set forth in writing and signed personally by Seller.

13. OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE. Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. NEITHER SELLER NOR BROKERS HAVE PROVIDED OR WILL PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER. Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and engaged by Buyer. THE SALE WILL NOT BE CONTINGENT ON ANY WRITTEN APPRAISAL OF THE PROPERTY.

14. PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS.

A. BUYER SHALL CONDUCT THOROUGH PHYSICAL, GEOLOGICAL, PEST CONTROL, AND ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS MAY BE DETERMINED BY BUYER, THROUGH QUALIFIED PROFESSIONALS SELECTED BY BUYER. Seller and Brokers and agents herein strongly recommend that Buyer fully exercise and not waive such inspections and investigations.

B. Buyer may at his sole discretion select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters, sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits,

inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in Paragraph 1

C. In the event Buyer is dissatisfied with the results of such inspection(s), Buyer may give written Notice of Cancellation to Seller strictly as and within the time provided in Paragraph 1. Buyer's failure to give such notice as and within the period specified therein shall conclusively be deemed Buyer's satisfaction and removal of such contingency and Buyer's election to proceed with the Sale.

15. COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES. Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. Without limiting any other provision hereof, Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in this Addendum, Buyer is relying solely upon Buyer's own investigation of the Property.

16. WRITTEN AFFIRMATION OF SELLER REQUIRED. Buyer understands that Seller may continue to receive and respond to other offers on the Property and may be making several Offers concurrently containing the same or different terms. This Addendum and Purchase Agreement shall not be binding until accepted by Buyer and executed by Buyer and Seller on the signature page below; and then approved by Seller, in Seller's sole discretion, in the form of the Seller's Affirmation of Addendum attached hereto as Exhibit "A" which, if so executed by Seller, will constitute Seller's Addendum that Seller will sell the Property to Buyer, subject to Bankruptcy Court approval, the rights of any overbidding parties, and the terms and conditions of this Addendum. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding Addendum regarding the subject matter of this Addendum and Purchase Agreement prior to receipt of Seller's Affirmation of Addendum, and further represents to Seller that any efforts to complete due diligence, to negotiate or to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Addendum, and understands that BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF ADDENDUM SIGNED BY SELLER.

17. ATTORNEYS' FEES. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Addendum and Purchase Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.

18. **TRUSTEE'S LIABILITY.** The Buyer acknowledges that the Trustee is acting in her official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Addendum and Purchase Agreement, including the Addendum, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Addendum; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

19. **HOLD HARMLESS.** The Buyer understands the terms and conditions of the entire purchase contract and holds the Bankruptcy Estate and the realtors, brokers, agents, Lynda T. Bui, Trustee, Shulman Bastian Friedman & Bui LLP, the law firm of which the Trustee is associated, agents and employees, harmless from any liabilities arising from this contact. All parties hereto further agree, jointly and severally, to pay on demand as well as to indemnify and hold Escrow harmless from and against all costs, damages, judgments, attorneys' fees, expenses, obligations and liabilities of any kind or nature which in good faith, Escrow may incur or sustain in connection with or arising out of this Escrow and Escrow is hereby given a lien upon all the rights, titles and interest of each of the undersigned in all escrow papers and other property and monies deposited in this escrow, to protect the rights of escrow and to indemnify and reimburse Escrow under this Addendum. In the event this Escrow is not completed for any reason, Escrow is authorized to deduct and pay its fee, plus costs incurred from any funds on deposit.

20. **EXPIRATION.** This Addendum and Purchase Agreement shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business on June 30, 2023. Such acceptance shall nevertheless be subject to Paragraph 16.

21. Multiple Offers (if applicable): Buyer recognizes that multiple offers and/or counteroffers (in addition to the instant Addendum and Purchase Agreement) may be pending and Seller reserves the right to choose which contract to submit to the Bankruptcy Court for approval.

SIGNATURES ON ATTACHED PAGE

I, the Buyer herein, have reviewed the foregoing Addendum and Purchase Agreement and understand the terms and conditions set forth herein, and further agree to purchase the Subject Property pursuant to said terms and conditions.

Dated: 6/30/2023

DocuSigned by:
Reberiano Diaz Baltazar Jr
Reberiano Diaz Baltazar, Jr., Buyer

I, Seller, agree to sell the Subject Property pursuant to the terms and conditions set forth herein.

Dated: 6/30/23

By: [Signature]
Lynda T. Bui in her sole capacity as Chapter 7 Trustee for the Bankruptcy Estate of In re Linda Due Cain, Case No. 6:23-bk-10011-RB, and not in her individual capacity

SO AGREED.

EXPERT REAL ESTATE & INVESTMENT

Dated: 6/30/23

[Signature]
Caroline Gim, Trustee's Agent

SAFE INVESTMENT REALTY GROUP

Dated: 6/30/2023

DocuSigned by:
[Signature]
Akxelem Tejada, Buyers' Agent


EXHIBIT "A"

SELLER'S AFFIRMATION OF ADDENDUM

Seller hereby acknowledges Buyer's acceptance of the foregoing Addendum and Purchase Agreement and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Addendum, but subject to Bankruptcy Court approval and rights any of overbidders. Seller shall revoke any other outstanding Offers/Counter-Offer made to other prospective buyers or make the same subject and subordinate to this Addendum and Purchase Agreement.

"SELLER"

Dated: 6/30/23

By: 
Lynda T. Bui, solely in her capacity as Chapter 7 Trustee
for the Bankruptcy Estate of
In re Linda Sue Cain, Case No. 6:23-bk-10011-RB



REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

Buyer Seller Landlord Tenant DocuSigned by: Reberiano Diaz Baltazar Jr Reberiano Diaz Baltazar Jr. Date 6/21/2023
5C8CD50ACD9D477...

Buyer Seller Landlord Tenant _____ Date _____

Agent Safe Investment Realty Group DRE Lic. # 02002817
 Real Estate Broker (Firm)

By DocuSigned by: Akxelem Tejada Akxelem Tejada DRE Lic. # 02002817 Date 6/21/2023
A3E4E2501A4B41... (Salesperson or Broker-Associate, if any)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)



Exhibit 4

2079.13. As used in Sections 2079.7 and 2079.14, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions.
- (b) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property.
- (c) "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29.
- (d) "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement.
- (f) "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase.
- (l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property.
- (n) "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: (a) The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

CONFIRMATION: (c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
 Is the broker of (check one): the seller; or both the buyer and seller. (dual agent)
 Seller's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
 Is (check one): the Seller's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)
 Buyer's Brokerage Firm _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
 Is the broker of (check one): the buyer; or both the buyer and seller. (dual agent)
 Buyer's Agent _____ DO NOT COMPLETE. SAMPLE ONLY _____ License Number _____
 Is (check one): the Buyer's Agent. (salesperson or broker associate) both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. (b) A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. (c) "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. (d) This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/21 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



Exhibit 4

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
 - A. **FEDERAL FAIR HOUSING ACT ("FHA")** Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
 - B. **CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA")** California Government Code ("GC") §§ 12900-12996, 12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
 - C. **CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh")** California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
 - D. **AMERICANS WITH DISABILITIES ACT ("ADA")** 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
 - E. **OTHER FAIR HOUSING LAWS:** § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
 - A. California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
 - B. Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION:** NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
 Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
 - Sellers
 - Real estate licensees
 - Mobilehome parks
 - Insurance companies
 - Landlords
 - Real estate brokerage firms
 - Homeowners Associations ("HOAs");
 - Government housing services
 - Sublessors
 - Property managers
 - Banks and Mortgage lenders
 - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
 - A. Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of (i) actual or unconscious bias, and (ii) potential legal claims against sellers and others by prospective buyers whose offers were rejected.
 - B. Refusing to rent (i) an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or (ii) a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
 - A. Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
 - B. Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
 - C. "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
 - D. Making any statement or advertisement that indicates any preference, limitation, or discrimination;



- E. Asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to have children;
 - F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
 - G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
 - H. Denying a home loan or homeowner's insurance;
 - I. Offering inferior terms, conditions, privileges, facilities or services;
 - J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
 - K. Harassing a person;
 - L. Taking an adverse action based on protected characteristics;
 - M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a tenant who uses a wheelchair to install, at their expense, a ramp over front or rear steps, or refusing to allow a tenant with a physical disability from installing, at their own expense, grab bars in a shower or bathtub);
 - N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
 - (i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - (ii) Charging that person higher rent or increased security deposit, or
 - (iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
 - O. Retaliating for asserting rights under fair housing laws.
- 10. EXAMPLES OF POSITIVE PRACTICES:**
- A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
 - B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
 - D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
 - E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).
- 11. FAIR HOUSING RESOURCES:** If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
- A. Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - B. State: <https://www.dfeh.ca.gov/housing/>
 - C. Local: local Fair Housing Council office (non-profit, free service)
 - D. DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - E. Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.
- 12. LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
- A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
 - C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii) no discriminatory advertising is used**, and **(iii) the owner owns no more than three single-family residences**. Other restrictions apply;
 - D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
 - E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Reberiano Diaz Baltazar Jr. Date 6/21/2023
DocuSigned by: 5C8CD50ACD9D477...

Buyer/Tenant _____ Date _____

Seller/Landlord Lynda T. Bui, Ch. 7 Trustee for the BK estate of, In re Linda Date 6/30/23
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Seller/Landlord _____ Date _____

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POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT (C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Lynda T. Bui, Ch. 7 Trustee for the BK estate of, In re Linda Sue Cain Date 6/30/23
Buyer Reberiano Diaz Baltazar Jr. Date 6/21/2023

Buyer's Brokerage Firm Safe Investment Realty Group DRE Lic # 02002817 Date 6/21/2023
Seller's Brokerage Firm Expert Real Estate DRE Lic # 00899718 Date 6/30/23

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PRBS REVISED 12/21 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Exhibit 4



CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS

TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: 40106 Oregold Court, Lake Elsinore, CA 92532 ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

- 1. Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.
2. DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.
3. Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant [Signature] Reberiano Diaz Baltazar Jr. Date 6/21/2023
Buyer/Tenant _____ Date _____
Seller/Landlord [Signature] Lynda T. Bui, Ch. 7 Trustee for the BK estate of, In re Linda Date 6/30/23
Seller/Landlord _____ Date _____

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WFA REVISED 12/21 (PAGE 1 OF 1)

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY (WFA PAGE 1 OF 1)

Exhibit 4



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM RPA, Revised 12/22)

Date Prepared: June 20, 2023

1. OFFER:

- A. **THIS IS AN OFFER FROM** Reberiano Diaz Baltazar Jr. ("Buyer").
- B. **THE PROPERTY** to be acquired is 40106 Oregold Court, situated in Lake Elsinore (City), Riverside (County), California, 92532 (Zip Code), Assessor's Parcel No(s) 347482010 ("Property").
(Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
- C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
- D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction.
Seller's Brokerage Firm Expert Real Estate License Number 00899718
 Is the broker of (check one): the Seller; or both the Buyer and Seller (Dual Agent).
Seller's Agent Caroline Gim License Number 01366389
 Is (check one): the Seller's Agent. (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
Buyer's Brokerage Firm Safe Investment Realty Group License Number 02002817
 Is the broker of (check one): the Buyer; or both the Buyer and Seller (Dual Agent).
Buyer's Agent Akxelem Tejada License Number 02002817
 Is (check one): the Buyer's Agent. (Salesperson or broker associate); or both the Buyer's and Seller's Agent (Dual Agent).
 More than one Brokerage represents Seller, Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
- D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. TERMS OF PURCHASE AND ALLOCATION OF COSTS: The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price \$ <u>620,000.00</u>	<input type="checkbox"/> All Cash
B		Close of Escrow (COE) <input checked="" type="checkbox"/> <u>30</u> Days after Acceptance OR on <input type="checkbox"/> _____ (date)	
C	32A	Expiration of Offer 3 calendar days after all Buyer Signature(s) or _____ (date), at 5PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM	
D(1)	5A(1)	Initial Deposit Amount \$ <u>18,600.00</u> (<u>3.00</u> % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR <input checked="" type="checkbox"/> <u>Cashiers Check</u>
D(2)	5A(2)	<input type="checkbox"/> Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.) \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR <input type="checkbox"/> _____ (date) OR <input type="checkbox"/> _____
E(1)	5C(1)	Loan Amount(s): First Interest Rate: \$ <u>496,000.00</u> (<u>80.00</u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain the rate above Points: _____ If FHA or VA checked, Deliver list of lender required repairs 17 (or _____) Days after Acceptance	Conventional or, if checked, <input type="checkbox"/> FHA (Forms FVAC/HID attached) <input type="checkbox"/> VA (Form FVAC attached) <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate: \$ _____ (_____ % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed _____ % • Buyer to pay up to _____ points to obtain the rate above Points: _____	Conventional or, if checked, <input type="checkbox"/> Seller Financing <input type="checkbox"/> Other: _____
E(3)	7A	Occupancy Type	Primary, or if checked, <input type="checkbox"/> Secondary <input type="checkbox"/> Investment
F	5D	Balance of Down Payment \$ <u>105,400.00</u>	
		PURCHASE PRICE TOTAL \$ <u>620,000.00</u>	

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RPA REVISED 12/22 (PAGE 1 OF 16)

Buyer's Initials

RDJ

Seller's Initials

AB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 16)

Exhibit 4

Paragraph #		Paragraph Title or Contract Term		Terms and Conditions		Additional Terms		
G(1)	5E	Seller Credit, if any, to Buyer		<input type="checkbox"/> \$ _____ (_____ % of purchase price) (% number above is for calculation purposes and is not a contractual term)		Seller credit to be applied to closing costs OR <input type="checkbox"/> Other: _____		
G(2)	ADDITIONAL FINANCE TERMS: _____							
G(3)	18	<input type="checkbox"/> Seller agrees to pay the obligation of Buyer to compensate Buyer's Broker under a separate agreement (C.A.R. Form SPBB attached). Seller's Broker's offer, if any, to compensate Buyer's Broker is unaffected unless Otherwise Agreed.						
H(1)	5B	Verification of All Cash (sufficient funds)	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance					
H(2)	6A	Verification of Down Payment and Closing Costs	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance					
H(3)	6B	Verification of Loan Application	Attached to the offer or <input type="checkbox"/> 3 (or _____) Days after Acceptance				<input type="checkbox"/> Prequalification <input type="checkbox"/> Preapproval <input type="checkbox"/> Fully underwritten preapproval	
I	Intentionally Left Blank							
J	16	Final Verification of Condition	5 (or _____) Days prior to COE					
K	23	Assignment Request	17 (or <u>0</u>) Days after Acceptance					
L	8	CONTINGENCIES	TIME TO REMOVE CONTINGENCIES	CONTINGENCY REMOVED				
L(1)	8A	Loan(s)	17 (or <u>15</u>) Days after Acceptance			<input type="checkbox"/> No loan contingency		
L(2)	8B	Appraisal: Appraisal contingency based upon appraised value at a minimum of purchase price or <input type="checkbox"/> \$ _____	17 (or <u>15</u>) Days after Acceptance			<input type="checkbox"/> No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.		
L(3)	8C, 12	Investigation of Property	17 (or <u>15</u>) Days after Acceptance			REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8H. <input type="checkbox"/> CR attached		
		Informational Access to Property	17 (or <u>15</u>) Days after Acceptance					
		Buyer's right to access the Property for informational purposes is NOT a contingency, does NOT create cancellation rights, and applies even if contingencies are removed.						
L(4)	8D, 14A	Review of Seller Documents	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later					
L(5)	8E, 13A	Preliminary ("Title") Report	17 (or <u>15</u>) Days after Acceptance, or 5 Days after Delivery, whichever is later					
L(6)	8F, 11L	Common Interest Disclosures required by Civil Code § 4525 or this Agreement	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later					
L(7)	8G, 9B(6)	Review of leased or liened items (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after Delivery, whichever is later					
L(8)	8J	Sale of Buyer's Property Sale of Buyer's property is not a contingency, UNLESS checked here: <input type="checkbox"/> C.A.R. Form COP attached						
M	Possession		Time for Performance		Additional Terms			
M(1)	Time of Possession		Upon notice of recordation, OR <input type="checkbox"/> 6 PM or <input type="checkbox"/> AM/ <input type="checkbox"/> PM on date specified, as applicable, in 3M(2) or attached TOPA.					
M(2)	7C	Seller Occupied or Vacant units	COE date or, if checked below, <input type="checkbox"/> _____ days after COE (29 or fewer days) <input type="checkbox"/> _____ days after COE (30 or more days)			C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.		
M(3)	4A, 7A	Occupied units by tenants or anyone other than the Seller	<input type="checkbox"/> Tenant Occupied Property Addendum (C.A.R. Form TOPA) attached			Seller shall disclose to Buyer if occupied by tenants or persons other than the Seller, and attach TOPA in a counter offer if not part of Buyer's offer.		
N	Documents/Fees/Compliance		Time for Performance					
N(1)	14A	Seller Delivery of Documents	7 (or _____) Days after Acceptance					
N(2)	19B	Sign and return Escrow Holder Provisions and Instructions	5 (or _____) Days after Delivery					
N(3)	11L(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance					
N(4)	10B(1)	Install smoke alarm(s), CO detector(s), water heater bracing	7 (or _____) Days after Acceptance					
N(5)	28	Evidence of representative authority	3 Days after Acceptance					



O	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: <input checked="" type="checkbox"/> Stove(s), oven(s), stove/oven combo(s); <input type="checkbox"/> Refrigerator(s); <input type="checkbox"/> Wine Refrigerator(s); <input type="checkbox"/> Washer(s); <input type="checkbox"/> Dryer(s); <input checked="" type="checkbox"/> Dishwasher(s); <input checked="" type="checkbox"/> Microwave(s); Additional Items Included: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____		
		<input type="checkbox"/> Video doorbell(s); <input type="checkbox"/> Security camera equipment; <input type="checkbox"/> Security system(s)/alarm(s), other than separate video doorbell and camera equipment; <input type="checkbox"/> Smart home control devices; <input type="checkbox"/> Wall mounted brackets for video or audio equipment;	<input type="checkbox"/> Above-ground pool(s) / <input type="checkbox"/> spa(s); <input checked="" type="checkbox"/> Bathroom mirrors, unless excluded below; <input type="checkbox"/> Electric car charging systems and stations; <input type="checkbox"/> Potted trees/shrubs;	
P(2)	9	Excluded Items: <input type="checkbox"/> _____; <input type="checkbox"/> _____; <input type="checkbox"/> _____;		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	10A, 11A	Natural Hazard Zone Disclosure Report, including tax information	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ _____ <input type="checkbox"/> Provided by: Seller choice _____	<input type="checkbox"/> Environmental <input type="checkbox"/> Other _____
Q(2)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(3)		_____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(4)	10B(1)	Smoke alarms, CO detectors, water heater bracing	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(5)	10A 10B(2)	Government Required Point of Sale inspections, reports	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(6)	10B(2)	Government Required Point of Sale corrective/remedial actions	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(7)	19B	Escrow Fee	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <input checked="" type="checkbox"/> Each to pay their own fees	
Q(8)	13	Owner's title insurance policy	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	Title Company (If different from Escrow Holder): Seller choice Stewart Title
Q(9)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(10)		County transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(11)		City transfer tax, fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(12)	11L(2)	HOA fee for preparing disclosures	Seller	
Q(13)		HOA certification fee	Buyer	
Q(14)		HOA transfer fees	<input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(16)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(17)		_____ fees or costs	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____	
Q(18)	10C	Home warranty plan chosen by Buyer. Coverage includes, but is not limited to: _____ _____	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Issued by: _____ <input checked="" type="checkbox"/> Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ _____.
R	OTHER TERMS: <u>Buyer to pay for Deed Recording.</u> _____ _____			



Exhibit 4

4. PROPERTY ADDENDA AND ADVISORIES (Document Applies)

A. PROPERTY TYPE ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Tenant Occupied Property Addendum (C.A.R. Form TOPA) (Should be checked whether current tenants will remain or not.)
- Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- Manufactured Home Purchase Addendum (C.A.R. Form MH-PA)
- Tenancy in Common Purchase Addendum (C.A.R. Form TIC-PA)
- Stock Cooperative Purchase Addendum (C.A.R. Form COOP-PA)
- Mixed Use Purchase Addendum (C.A.R. Form MU-PA) Other _____

B. OTHER ADDENDA: This Agreement is subject to the terms contained in the Addenda checked below:

- Addendum # _____ (C.A.R. Form ADM) Short Sale Addendum (C.A.R. Form SSA)
- Back Up Offer Addendum (C.A.R. Form BUO) Court Confirmation Addendum (C.A.R. Form CCA)
- Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- Buyer Intent to Exchange Addendum (C.A.R. Form BX) Seller Intent to Exchange Addendum (C.A.R. Form SX)
- Other _____ Other _____

C. BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)

- Buyer's Investigation Advisory (C.A.R. Form BIA) Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- Wire Fraud Advisory (C.A.R. Form WFA) Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA)
(Parties may also receive a privacy disclosure from their own Agent.)
- Wildfire Disaster Advisory (C.A.R. Form WFDA) Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- Trust Advisory (C.A.R. Form TA) Short Sale Information and Advisory (C.A.R. Form SSIA)
- REO Advisory (C.A.R. Form REO) Probate Advisory (C.A.R. Form PA)
- Other _____ Other _____

5. ADDITIONAL TERMS AFFECTING PURCHASE PRICE: Buyer represents that funds will be good when deposited with Escrow Holder.

A. DEPOSIT:

- (1) INITIAL DEPOSIT: Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in paragraph 3D(1) and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
- (2) INCREASED DEPOSIT: Increased deposit specified in paragraph 3D(2) is to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
- (3) RETENTION OF DEPOSIT: Paragraph 29, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney: (i) Before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code; and (ii) Regarding possible liability and remedies if Buyer fails to deliver the deposit.

B. ALL CASH OFFER: If an all cash offer is specified in paragraph 3A, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in paragraph 3H(1), Deliver written verification of funds sufficient for the purchase price and closing costs.

C. LOAN(S):

- (1) FIRST LOAN: This loan will provide for conventional financing UNLESS FHA, VA, Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(1).
- (2) ADDITIONAL FINANCED AMOUNT: If an additional financed amount is specified in paragraph 3E(2), that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), or Other is checked in paragraph 3E(2).
- (3) BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
- (4) FHA/VA: If FHA or VA is checked in paragraph 3E(1), a FHA/VA amendatory clause (C.A.R. Form FVAC) shall be incorporated and Signed by all Parties. Buyer shall, within the time specified in paragraph 3E(1), Deliver to Seller written notice (C.A.R. Form RR or AEA) (i) of any lender requirements that Buyer requests Seller to pay for or otherwise correct or (ii) that there are no lender requirements. Notwithstanding Seller's agreement that Buyer may obtain FHA or VA financing, Seller has no obligation to pay or satisfy any or all lender requirements unless agreed in writing.

D. BALANCE OF PURCHASE PRICE (DOWN PAYMENT, paragraph 3F) (including all-cash funds) to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

E. LIMITS ON CREDITS TO BUYER: Any credit to Buyer as specified in paragraph 3G(1) or Otherwise Agreed, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

6. ADDITIONAL FINANCING TERMS:

A. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Written verification of Buyer's down payment and closing costs, within the time specified in paragraph 3H(2) may be made by Buyer or Buyer's lender or loan broker pursuant to paragraph 6B.

B. VERIFICATION OF LOAN APPLICATIONS: Buyer shall Deliver to Seller, within the time specified in paragraph 3H(3) a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3E. If any loan specified in paragraph 3E is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.



C. BUYER STATED FINANCING: Seller represents Buyer's reliance on the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

7. CLOSING AND POSSESSION:

A. OCCUPANCY: If Buyer intends to occupy as a primary or secondary residence (see **paragraph 3E(3)**), and unless Otherwise Agreed, such as in C.A.R. Form TOPA: **(i)** the unit Buyer intends to occupy shall be vacant at the time possession is delivered to Buyer, and **(ii)** if the Property contains more than one unit, within **3 Days** after Acceptance Buyer shall give Seller written notice of which unit Buyer intends to occupy. Occupancy may impact available financing. **Seller shall disclose to Buyer if occupied by tenants or persons other than Seller, and attach C.A.R. Form TOPA in a counter offer if not part of Buyer's offer.**

B. CONDITION OF PROPERTY ON CLOSING:

(1) Unless Otherwise Agreed: **(i)** the Property shall be delivered "**As-Is**" in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.

(2) Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.

C. SELLER REMAINING IN POSSESSION AFTER CLOSE OF ESCROW: If Seller has the right to remain in possession after Close Of Escrow pursuant to **paragraph 3M(2)** or as Otherwise Agreed: The Parties are advised to **(i)** consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and **(ii)** consult with a qualified California real estate attorney where the Property is located to determine the ongoing rights and responsibilities of both Buyer and Seller with regard to each other, including possible tenant rights, and what type of written agreement to use to document the relationship between the Parties. Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. At Close Of Escrow: **(i)** Seller assigns to Buyer any assignable warranty rights for items included in the sale; and **(ii)** Seller shall Deliver to Buyer available Copies of any such warranties. Agents cannot and will not determine the assignability of any warranties.

E. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems, intranet and Internet-connected devices included in the purchase price, garage door openers, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) NO APPRAISAL CONTINGENCY: If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(3)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property. See **paragraph 12**.

D. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(4)**, contingent upon Buyer's review and approval of Seller's documents required in **paragraph 14A**.



E. TITLE: Main Document Page 117 of 148

- (1) This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 13G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.
- (2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

F. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11L** ("CI Disclosures").

G. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(6)**, is, as specified in **paragraph 3L(7)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(7)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

H. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: **Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency.** If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

I. REMOVAL OF CONTINGENCY OR CANCELLATION:

- (1) **For any contingency specified in paragraph 3L, 8, or elsewhere, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**
- (2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after Delivery of Seller Documents or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.
- (3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

J. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(8)**.

9. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the home and are not intended to affect the price. All items are transferred without Seller warranty.

B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances and appliances for which special openings or encasements have been made (whether or not checked in **paragraph 3P**), window and door screens, awnings, shutters, window coverings (which includes blinds, curtains, drapery, shutters or any other materials that cover any portion of the window) and any associated hardware and rods, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment (including, but not limited to, any cleaning equipment such as motorized/automatic pool cleaners, pool heaters, pool nets, pool covers), garage door openers/remote controls, mailbox, in-ground landscaping, water features and fountains, water softeners, water purifiers, light bulbs (including smart bulbs) and all items specified as included in **paragraph 3P, if currently existing at the time of Acceptance.**

Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in **paragraph 3P** or excluded by Seller in a counter offer.

- (3) Security System includes any devices, hardware, software, or control units used to monitor and secure the Property, including but not limited to, any motion detectors, door or window alarms, and any other equipment utilized for such purpose. If checked in **paragraph 3P**, all such items are included in the sale, whether hard wired or not.
- (4) Home Automation (Smart Home Features) includes any electronic devices and features including, but not limited to, thermostat controls, kitchen appliances not otherwise excluded, and lighting systems, that are connected (hard wired or wirelessly) to a control unit, computer, tablet, phone, or other "smart" device. Any Smart Home devices and features that are physically affixed to the real property, and also existing light bulbs, are included in the sale. Buyer is advised to use **paragraph 3P(1)** or an addendum to address more directly specific items to be included. Seller is advised to use a counter offer to address more directly any items to be excluded.
- (5) Non-Dedicated Devices: If checked in **paragraph 3P**, all smart home and security system control devices are included in the sale, except for any non-dedicated personal computer, tablet, or phone used to control such features. Buyer acknowledges that a separate device and access to wifi or Internet may be required to operate some smart home features and Buyer may have to obtain such device after Close Of Escrow. Seller shall de-list any devices from any personal accounts and shall cooperate with any transfer of services to Buyer. Buyer is advised to change all passwords and ensure the security of any smart home features.
- (6) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall (i) disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and (ii) Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.

Buyer's Initials

Seller's Initials



(7) Seller represents that all items included in this purchase are **Agreed, (i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(6)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.

C. ITEMS EXCLUDED FROM SALE: Unless Otherwise Agreed, the following items are excluded from sale: **(i)** All items specified in **paragraph 3P(2)**; **(ii)** audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; **(iii)** furniture and other items secured to the Property for earthquake or safety purposes. **Unless otherwise specified in paragraph 3P(1), brackets attached to walls, floors or ceilings for any such component, furniture or item will be removed and holes or other damage shall be repaired, but not painted.**

10. ALLOCATION OF COSTS:

A. INSPECTIONS, REPORTS, TESTS AND CERTIFICATES: Paragraphs 3Q(1), (2), (3), and (5) only determines who is to pay for the inspection, report, test, certificate or service mentioned; **it does not determine who is to pay for any work recommended or identified in any such document. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3R, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).** Any reports in these paragraphs shall be Delivered in the time specified in **paragraph 3N(1).**

B. GOVERNMENT REQUIREMENTS AND CORRECTIVE OR REMEDIAL ACTIONS:

(1) **LEGALLY REQUIRED INSTALLATIONS AND PROPERTY IMPROVEMENTS:** Any required installation of smoke alarm or carbon monoxide device(s) or securing of water heater shall be completed within the time specified in **paragraph 3N(4)** and paid by the Party specified in **paragraph 3Q(4)**. If Buyer is to pay for these items, Buyer, as instructed by Escrow Holder, shall deposit funds into escrow or directly to the vendor completing the repair or installation. Prior to Close Of Escrow, Seller shall Deliver to Buyer written statement(s) of compliance in accordance with any Law, unless Seller is exempt. If Seller is to pay for these items and does not fulfill Seller's obligation in the time specified, and Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for Buyer's costs.

(2) **POINT OF SALE REQUIREMENTS:**

(A) Point of sale inspections, reports and repairs refer to any such actions required to be completed before or after Close Of Escrow that are required in order to close under any Law and paid by Party specified in **paragraphs 3Q(5) and 3Q(6)**. Unless Parties Otherwise Agree to another time period, any such repair, shall be completed prior to final verification of Property. If Buyer agrees to pay for any portion of such repair, Buyer, shall **(i)** directly pay to the vendor completing the repair or **(ii)** provide an invoice to Escrow Holder, deposit funds into escrow sufficient to pay for Buyer's portion of such repair and request Escrow Holder pay the vendor completing the repair.

(B) Buyer shall be provided, within the time specified in **paragraph 3N(1)**, unless Parties Otherwise Agree to another time period, a Copy of any required government-conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

(3) **REINSPECTION FEES:** If any repair in **paragraph 10B(1)** is not completed within the time specified and the lender requires an additional inspection to be made, Seller shall be responsible for any corresponding reinspection fee. If Buyer incurs costs to comply with lender requirements concerning those items, Seller shall be responsible for those costs.

(4) **INFORMATION AND ADVICE ON REQUIREMENTS:** Buyer and Seller are advised to seek information from a knowledgeable source regarding local and State mandates and whether they are point of sale requirements or requirements of ownership. Agents do not have expertise in this area and cannot ascertain all of the requirements or costs of compliance.

C. HOME WARRANTY:

(1) Buyer shall choose the home warranty plan and any optional coverages. Buyer shall pay any cost of that plan, chosen by Buyer, that exceeds the amount allocated to Seller in **paragraph 3Q(18)**. Buyer is informed that home warranty plans have many optional coverages, including but not limited to, coverages for Air Conditioner and Pool/Spa. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer and their cost.

(2) **If Buyer waives the purchase of a home warranty plan in paragraph 3Q(18), Buyer may still purchase a home warranty plan, at Buyer's expense, prior to Close Of Escrow.**

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

A. TDS, NHD, AND OTHER STATUTORY AND SUPPLEMENTAL DISCLOSURES:

(1) Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: unless exempt, fully completed disclosures or notices required by §§ 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement (C.A.R. Form TDS), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD), and, if the Property is in a high or very high fire hazard severity area, the information, notices, documentation, and agreements required by §§ 1102.6(f) and 1102.19 of the Civil Code (C.A.R. Form FHDS).

(2) The Real Estate Transfer Disclosure Statement required by this paragraph is considered fully completed if Seller has completed the section titled Coordination with Other Disclosure Forms by checking a box (Section I), and Seller has completed and answered all questions and Signed the Seller's Information section (Section II) and the Seller's Agent, if any, has completed and Signed the Seller's Agent's section (Section III), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Section V acknowledgment of receipt of a Copy of the TDS shall be Signed after all previous sections, if applicable, have been completed. Nothing stated herein relieves a Buyer's Agent, if any, from the obligation to **(i)** conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or **(ii)** complete any sections on all disclosures required to be completed by Buyer's Agent.

(3) Seller shall, within the time specified in **paragraph 3N(1)**, provide "Supplemental Disclosures" as follows: **(i)** unless exempt from the obligation to provide a TDS, complete a Seller Property Questionnaire (C.A.R. Form SPQ) by answering all questions and Signing and Delivering a Copy to Buyer; **(ii)** if exempt from the obligation to provide a TDS, complete an Exempt Seller Disclosure (C.A.R. Form ESD) by answering all questions and Signing and Delivering a Copy to Buyer.



(4) In the event Seller or Seller's Agent discloses or discloses to Buyer any one or more of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer under this paragraph, Seller shall, in writing, promptly provide a subsequent or amended TDS, Seller Property Questionnaire or other document, in writing, covering those items. Any such document shall be deemed an amendment to the TDS or SPQ. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are discovered by Buyer or disclosed in reports or documents provided to or ordered and paid for by Buyer.**

B. LEAD DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, for any residential property built before January 1, 1978, unless exempted by Law, Deliver to Buyer a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form LPD) and pamphlet ("Lead Disclosures").
- (2) Buyer shall, within the time specified in **paragraph 3L(3)**, have the opportunity to conduct a risk assessment or to inspect for the presence of lead-based paint hazards.

C. HOME FIRE HARDENING DISCLOSURE AND ADVISORY: For any transaction where a TDS is required, the property is located in a high or very high fire hazard severity zone, and the home was constructed before January 1, 2010, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer: (i) a home hardening disclosure required by law; and (ii) a statement of features of which the Seller is aware that may make the home vulnerable to wildfire and flying embers; and (iii) a final inspection report regarding compliance with defensible space requirements if one was prepared pursuant to Government Code § 51182 (C.A.R. Form FHDS).

D. DEFENSIBLE SPACE DISCLOSURE AND ADDENDUM: For any transaction in which a TDS is required and the property is located in a high or very high fire hazard severity zone, Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer (i) a disclosure of whether the Property is in compliance with any applicable defensible space laws designed to protect a structure on the Property from fire; and (ii) an addendum allocating responsibility for compliance with any such defensible space law (C.A.R. Form FHDS).

E. WAIVER PROHIBITED: Waiver of Statutory, Lead, and other Disclosures in **paragraphs 11A(1), 11B, 11C, and 11D** are prohibited by Law.

F. RETURN OF SIGNED COPIES: Buyer shall, within the time specified in **paragraph 3L(4) OR 5 Days** after Delivery of any disclosures specified in paragraphs **11 A, B, C or D**, and defensible space addendum in **paragraph 11D**, whichever is later, return Signed Copies of the disclosures, and if applicable, addendum, to Seller.

G. TERMINATION RIGHTS:

- (1) **Statutory and Other Disclosures:** If any disclosure specified in paragraphs **11A, B, C, or D**, or subsequent or amended disclosure to those just specified, is Delivered to Buyer after the offer is Signed, Buyer shall have the right to terminate this Agreement within **3 Days** after Delivery in person, or **5 Days** after Delivery by deposit in the mail, or by an electronic record or email satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of rescission to Seller or Seller's Authorized Agent. If Buyer does not rescind within this time period, Buyer has been deemed to have approved the disclosure and shall not have the right to cancel.
- (2) **Defensible Space Compliance:** If, by the time specified in **paragraph 11F**, Buyer does not agree to the terms regarding defensible space compliance Delivered by Seller, as indicated by mutual signatures on the FHDS, then Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement.

H. WITHHOLDING TAXES: Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers (i) to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.

I. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

J. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)

K. NATURAL AND ENVIRONMENTAL HAZARDS: Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: (i) Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and (ii) even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

L. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).



F. Buyer shall, after Close Of Escrow, Main Document grant the necessary conveyance document required to convey title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

G. Buyer shall receive a "ALTA/CLTA Homeowner's Policy of Title Insurance" or equivalent policy of title insurance, if applicable to the type of property and buyer. Escrow Holder shall request this policy. If a ALTA/CLTA Homeowner's Policy of Title Insurance is not offered, Buyer shall receive a CLTA Standard Coverage policy unless Buyer has chosen another policy and instructed Escrow Holder in writing of the policy chosen and agreed to pay any increase in cost. Buyer should consult with the Title Company about the availability, and difference in coverage, and cost, if any, between a ALTA/CLTA Homeowner's Policy and a CLTA Standard Coverage policy and other title policies and endorsements. Buyer should receive notice from the Title Company on its Preliminary (Title) Report of the type of coverage offered. If Buyer is not notified on the Preliminary (Title) Report or is not satisfied with the policy offered, and Buyer nonetheless removes the contingency for Review of the Preliminary Report, Buyer will receive the policy as specified in this paragraph.

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 7A, 9B(6), 10, 11A, 11B, 11C, 11D, 11H, 11K, 11L, 11M, 11N, 13A, 13C, and 28.**

B. BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION

- (1) Buyer has the time specified in **paragraph 3** to: (i) perform Buyer Investigations; review all disclosures, Reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(6)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11**.
- (2) Buyer may, within the time specified in **paragraph 3L(3)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.
- (3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, other than those in **paragraph 11A** or **11B**, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency but there may be a right to terminate for a subsequent or amended disclosure under **paragraph 11G**.
- (4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 14C**, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 14C(1)**.

C. SELLER RIGHT TO CANCEL:

- (1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; (ii) Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; (iii) Deliver a notice of FHA or VA costs or terms, if any, as specified by **paragraph 5C(4)** (C.A.R. Form RR); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; (v) Deliver a letter as required by **paragraph 6B**; (vi) In writing assume or accept leases or liens specified in **paragraph 8G**; (vii) Return Statutory and Other Disclosures as required by **paragraph 11F**; (viii) Cooperate with the title company's effort to comply with the GTO as required by **paragraph 13E**; (ix) Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraphs 5A(2)** and **29**; (x) Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 28**; or (xi) Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Seller's cancellation.
- (3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

- (1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer and other expenses already paid by Escrow Holder pursuant to this Agreement prior to Buyer's cancellation.
- (2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.
- (3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.



- E. NOTICE TO BUYER OR SELLER TO PERFORM:** Notice to Buyer to Perform or Notice to Seller to Perform shall: (i) be in writing; (ii) be Signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 14**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.
- F. EFFECT OF REMOVAL OF CONTINGENCIES:**
- (1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of Reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for the non-delivery of any Reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
 - (2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: (i) satisfied themselves regarding such contingency, (ii) elected to proceed with the transaction; and (iii) given up any right to cancel this Agreement based on such contingency.
- G. DEMAND TO CLOSE ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: (i) be Signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the above timeframe, the DCE shall be deemed invalid and void, and Seller or Buyer shall be required to Deliver a new DCE.
- H. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less (i) fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and (ii) any escrow fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**
- 15. REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 16. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to **paragraph 7B**; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, HOA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any HOA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. **TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 18. BROKERS AND AGENTS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer. If Seller agrees to pay Buyer's Broker (see **paragraph 3G(3)**), Seller shall be entitled to a copy of the written portion of the compensation agreement between Buyer and Buyer's Broker identifying the compensation to be paid. See C.A.R. Form SPBB for further information.
 - B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3R, 4A, 4B, 5A(1-2) 5D, 5E, 10B(2)(A), 10B(3), 10C, 11H, 11L(2), 13 (except 13D), 14H, 17, 18A, 19, 23, 25, 27, 28, 32, 33, and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A or paragraph 3 of the Real Estate Brokers Section is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.**
- B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in paragraph 3N(2). Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 3, 8, 10, 11, or elsewhere in this Agreement.**
- C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days after Acceptance. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 11H, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under paragraph 11H.**
- D. Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A and paragraph 3 of the Real Estate Brokers Section. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.**
- E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within 3 Days or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.**
- F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to paragraphs 5A(1) and 5A(2). Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.**
- G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.**
- 20. SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
- 21. MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: (i) any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; (ii) California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and (iii) Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.
- 22. ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 30A.
- 23. ASSIGNMENT/NOMINATION:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in paragraph 6B. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in paragraph 3K, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA). Parties shall provide any assignment agreement to Escrow Holder within 1 Day after the assignment. Any nomination by Buyer shall be subject to the same procedures, requirements, and terms as an assignment as specified in this paragraph.
- 24. EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

25. **DEFINITIONS and INSTRUCTIONS:** Main Document Page 124 of 148
The following definitions are incorporated by reference into this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:

- A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
- B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
- C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
- D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
- E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
- F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
- G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
- H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
- I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or Legal Holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or Legal Holiday ("Allowable Performance Day"), and ending at 11:59 pm. "Legal Holiday" shall mean any holiday or optional bank holiday under Civil Code §§ 7 and 7.1, any holiday under Government Code § 6700. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed or any day that the lender or Escrow Holder under this Agreement is closed, the COE shall occur on the next day the Recorder's office in that County, the lender, and the Escrow Holder is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
- J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
- K. **"Deliver"**, **"Delivered"** or **"Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means (i) a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
- L. **"Electronic Copy"** or **"Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Unless Otherwise Agreed, Buyer and Seller agree to the use of Electronic Signatures. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 32** or **paragraph 33**.
- O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
- P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- Q. **"Sign"** or **"Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.

26. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.

27. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

RPA REVISED 12/22 (PAGE 13 OF 16)

Buyer's Initials

DS

(RFB)

Seller's Initials

(AS)



Exhibit A
CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 13 OF 16)

28. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 32 or 33** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party and Escrow Holder, within the time specified in **paragraph 3N(5)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

29. **LIQUIDATED DAMAGES** (By initialing in the space below, you are agreeing to Liquidated Damages):
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).**

Buyer's Initials ^{DS} (RDB) / _____ Seller's Initials ^{DS} (AB) / _____

30. **MEDIATION:**

- A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.**
- B. **ADDITIONAL MEDIATION TERMS:** (i) Exclusions from this mediation agreement are specified in paragraph 31B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 31C; and (iii) Agent's rights and obligations are further specified in paragraph 31D. These terms apply even if the Arbitration of Disputes paragraph is not initialed.

31. **ARBITRATION OF DISPUTES:**

- A. The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.
- B. **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.
- C. **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, provided the filing party concurrent with, or immediately after such filing makes a request to the court for a stay of litigation pending any applicable mediation or arbitration proceeding; or (iii) the filing of a mechanic's lien.
- D. **AGENTS:** Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
- E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

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

Buyer's Initials ^{DS} (RDB) / _____ Seller's Initials ^{DS} (AB) / _____



32. BUYER'S OFFER

- A. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**
- B. **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**
 - (1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
 - (4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The RPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

(Signature) By, Reberiano Diaz Baltazar Jr Date: 6/21/2023
 Printed name of BUYER: Reberiano Diaz Baltazar Jr.
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 (Signature) By, _____ Date: _____
 Printed name of BUYER: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

33. ACCEPTANCE

- A. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.
Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below.
 Seller shall return and include the entire agreement with any response.

- Seller Counter Offer** (C.A.R. Form SCO or SMCO)
- Back-Up Offer Addendum** (C.A.R. Form BUO)

- B. **Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**
 - (1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
 - (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 28** for additional terms.
 - (3) The name(s) of the Legally Authorized Signer(s) is/are: _____.
 - (4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
 - (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

C. The RPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, [Signature] Date: 6/30/23
 Printed name of SELLER: Lynda T. Bui, Ch. 7 Trustee for the BK estate of, In re Linda Sue Cain 6:23-bk-10011-RB
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 (Signature) By, _____ Date: _____
 Printed name of SELLER: _____
 Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____
 IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).


OFFER NOT ACCEPTED: _____ / _____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
 Seller's Initials



Exhibit 4

REAL ESTATE BROKERS SECTION:

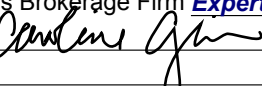
1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm Safe Investment Realty Group Lic. # 02002817
 By  Akxelem Tejada Lic. # 02002817 Date 6/21/2023
 By _____ Lic. # _____ Date _____
 Address 10700 Jersey Blvd Suite 450 City Rancho Cucamonga State CA Zip 91730
 Email atejada@safeinvestmentrealty.com Phone # (661)219-3903

More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
 More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (Check all that apply):

Email above; Text to Phone # above; Alternate: _____

B. Seller's Brokerage Firm Expert Real Estate Lic. # 00899718
 By  Caroline Gim Lic. # 01366389 Date 6/30/23
 By _____ Lic. # _____ Date _____
 Address 8607 Imperial Hwy #200 City Downey State CA Zip 90242
 Email resteam@expertrei.com Phone # _____

More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
 More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent) (Check all that apply):

Email above; Text to Phone # above; Alternate: _____

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ _____), Counter Offer numbers _____ and _____, and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised by _____ that the date of Acceptance of the Agreement is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

Department of Financial Protection and Innovation, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: _____ / _____ Seller's Brokerage Firm presented this offer to Seller on _____ (date).
 Agent or Seller Initials

Buyer's Initials  / _____ Seller's Initials  / _____

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BUYER'S INVESTIGATION ADVISORY
(C.A.R. Form BIA, Revised 12/21)

Property Address 40106 Oregold Court, Lake Elsinore, CA 92532

1. **IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.
2. **BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.
3. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**
 - A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and non-structural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
 - B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
 - C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
 - D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
 - E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
 - F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
 - G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
 - H. **FIRE, HAZARD, AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
 - I. **BUILDING PERMITS, ZONING, GOVERNMENTAL REQUIREMENTS, AND ADDRESS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size. Postal/mailling address and zip code may not accurately reflect the city which has jurisdiction over the property.
 - J. **RENTAL PROPERTY RESTRICTIONS:** The State, some counties, and some cities impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
 - K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

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BUYER'S INVESTIGATION ADVISORY (BIA PAGE 1 OF 2)

Exhibit 4

L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS, PERSONAL FACTORS: Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer DocuSigned by:
Reberiano Diaz Baltazar Jr
5C6CD50ACD9D477... Reberiano Diaz Baltazar Jr. Date 6/21/2023

Buyer _____ Date _____

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S **C** 525 South Virgil Avenue, Los Angeles, California 90020



BIA REVISED 12/21 (PAGE 2 OF 2)

BUYER'S INVESTIGATIVE REPORT (BIA PAGE 2 OF 2)

Exhibit 4

FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)



CALIFORNIA ASSOCIATION OF REALTORS®

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Other ("Agreement"), dated 06/20/2023, on property known as 40106 Oregold Court, Lake Elsinore, CA 92532 ("Property"), in which Lynda T. Bui, Ch. 7 Trustee for the BK estate of, In re Linda Sue Cain 6:23-bk-10011-RB is referred to as ("Seller") and Reberiano Diaz Baltazar Jr. is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer [Signature: Reberiano Diaz Baltazar Jr.] Date 6/21/2023

Buyer _____ Date _____

Seller [Signature: Lynda T. Bui] Date 6/30/23

Seller _____ Date _____

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FAAA 6/22 (PAGE 1 OF 1)



FAIR APPRAISAL ACT ADDENDUM (FAAA PAGE 1 OF 1)

Exhibit 4



CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/22)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA"), as amended by California voters in 2020, grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, the right to know what PI is sold or shared and to whom, the right to request that the business correct or delete your PI, the right to "opt out" or stop the transfer of your PI to others, and the right to limit the use of certain PI which is considered "sensitive." You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Moreover, businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa). Additionally, the California Privacy Protection Agency is authorized to promulgate regulations which may further clarify requirements of the CCPA (cppa.ca.gov/regulations/).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant Reberiano Diaz Baltazar Jr. Date 6/21/2023

Buyer/Seller/Landlord/Tenant _____ Date _____

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CCPA REVISED 12/22 (PAGE 1 OF 1)

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY (CCPA PAGE 1 OF 1)

Exhibit 4

Exhibit 5
Claim 2 of IRS

Fill in this information to identify the case:

Debtor 1 LINDA SUE CAIN

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL District of CALIFORNIA

Case number 6:23-BK-10011-RB

Official Form 410

Proof of Claim

04/22

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?** Department of Treasury - Internal Revenue Service
 Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
<u>Internal Revenue Service</u> Name	<u>Internal Revenue Service</u> Name
<u>P.O. Box 7346</u> Number Street	<u>P.O. Box 7317</u> Number Street
<u>Philadelphia PA 19101-7346</u> City State ZIP Code	<u>Philadelphia PA 19101-7317</u> City State ZIP Code
Contact phone <u>1-800-973-0424</u>	Contact phone <u>1-800-973-0424</u>
Contact email _____	Contact email _____
Creditor Number: <u>41392587</u>	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

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

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

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

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

7. How much is the claim? \$ 433,418.39. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: *All of debtor(s) right, title and interest to property - 26 U.S.C. §6321.
Basis for perfection: See Attachment
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ 334,965.69
Amount of the claim that is unsecured: \$ 98,452.70 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) 7 %
 Fixed
 Variable

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

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

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

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input checked="" type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____ 2,950.66
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

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

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

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

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 02/18/2023
MM / DD / YYYY

/s/ GREGORY MOXLEY

Signature

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

Name	GREGORY	MOXLEY
	First name	Last name
Title	BANKRUPTCY SPECIALIST	
Company	Internal Revenue Service	
	Identify the corporate servicer as the company if the authorized agent is a servicer.	
Address	Insolvency Group 4 55 So Market St, M/S HQ5430	
	Number Street	
	San Jose	CA 95113
	City	State ZIP Code
Contact phone	(408) 283-1806	Email GREGORY.S.MOXLEY@IRS.GOV

Proof of Claim for Internal Revenue Taxes



Form 410
Attachment

Department of the Treasury/Internal Revenue Service

In the Matter of: LINDA SUE CAIN
 FKA LINDA SUE ANDICOCHEA
 40106 OREGOLD CT
 LAKE ELSINORE, CA 92532

Case Number 6:23-BK-10011-RB
Type of Bankruptcy Case CHAPTER 7A
Date of Petition 01/03/2023

The United States has the right of setoff or counterclaim. However, this determination is based on available data and is not intended to waive any right to setoff against this claim debts owed to this debtor by this or any other federal agency. All rights of setoff are preserved and will be asserted to the extent lawful.

Secured Claims (Notices of Federal tax lien filed under internal revenue laws before petition date)

Taxpayer ID Number	Kind of Tax	Tax Period	Date Tax Assessed	Tax Due	Penalty to Petition Date	Interest to Petition Date	Notice of Tax Date	Lien Filed: Office Location
XXX-XX-1012	INCOME	12/31/2014	12/04/2017	\$172,311.78	\$96,536.33	\$66,117.58	03/21/2019	ORANGE COUNTY
							03/28/2019	RIVERSIDE COUNT
				\$172,311.78	\$96,536.33	\$66,117.58		

Total Amount of Secured Claims: \$334,965.69

Unsecured Priority Claims under section 507(a)(8) of the Bankruptcy Code

Taxpayer ID Number	Kind of Tax	Tax Period	Date Tax Assessed	Tax Due	Interest to Petition Date
XXX-XX-8373	INCOME	12/31/2020	1 1-ESTIMATED-SEE NOTE	\$984.60	\$68.28
XXX-XX-8373	INCOME	12/31/2021	1 1-ESTIMATED-SEE NOTE	\$1,018.00	\$37.98
XXX-XX-8373	INCOME	12/31/2022	1 1-ESTIMATED-SEE NOTE	\$841.80	\$0.00
				\$2,844.40	\$106.26

Total Amount of Unsecured Priority Claims: \$2,950.66

Unsecured General Claims

Taxpayer ID Number	Kind of Tax	Tax Period	Date Tax Assessed	Tax Due	Interest to Petition Date
XXX-XX-1012	INCOME	12/31/2014	12/04/2017	\$0.00	\$1,075.96
XXX-XX-1012	INCOME	12/31/2015	12/04/2017	\$51,093.00	\$16,951.02
				\$51,093.00	\$18,026.98

Penalty to date of petition on unsecured general claims (including interest thereon) \$26,382.06

Continued from Page 1

<i>Taxpayer ID Number</i>	<i>Kind of Tax</i>	<i>Tax Period</i>	<i>Date Tax Assessed</i>	<i>Tax Due</i>	<i>Interest to Petition Date</i>
-------------------------------	--------------------	-------------------	--------------------------	----------------	----------------------------------

Total Amount of Unsecured General Claims:

\$95,502.04

1 LIABILITY IS ESTIMATED BASED ON AVAILABLE INFORMATION BECAUSE THE RETURN HAS NOT BEEN FILED. THIS CLAIM MAY BE AMENDED AS NECESSARY AFTER THE DEBTOR FILES THE RETURN OR PROVIDES OTHER REQUIRED INFORMATION.

1872 COURT RECORDING DATA

INTERNAL REVENUE SERVICE FACSIMILE FEDERAL TAX LIEN DOCUMENT	Lien Recorded : 03/21/2019 - 00:00AM Recording Number: 2019000089861 UCC Number :
BANKRUPTCY DOCKET: 6:23-BK-10011-RB	Liber : Page :
Area: SMALL BUSINESS/SELF EMPLOYED #7 Lien Unit Phone: (800) 913-6050	IRS Serial Number: 339861018

This Lien Has Been Filed in Accordance with
Internal Revenue Regulation 301.6323(f)-1.

Name of Taxpayer:
HARRY G & LINDA S CAIN

Residence: 40106 OREGOLD CT
LAKE ELSINORE, CA 92532-1554

With respect to each assessment below, unless notice of lien
is refiled by the date in column(e), this notice shall constitute
the certificate of release of lien as defined in IRC 6325(a).

Form (a)	Period (b)	ID Number (c)	Assessed (d)	Refile Deadline (e)	Unpaid Balance (f)
1040	12/31/2014	XXX-XX-1012	12/04/2017	01/03/2028	\$233,438.88
1040	12/31/2015	XXX-XX-1012	12/04/2017	01/03/2028	\$65,458.87

Filed at: COUNTY RECORDER ORANGE COUNTY SANTA ANA, CA 92702	Total	\$298,897.75
---	-------	--------------

This notice was prepared and executed at OAKLAND, CA
on this. the 19th day of December. 2018.

Authorizing Official: A TUCKER	Title: REVENUE OFFICER 27-09-3726
-----------------------------------	--------------------------------------

1872 COURT RECORDING DATA

INTERNAL REVENUE SERVICE FACSIMILE FEDERAL TAX LIEN DOCUMENT BANKRUPTCY DOCKET: 6:23-BK-10011-RB	Lien Recorded : 03/28/2019 - 00:00AM Recording Number: 2019-0104037 UCC Number : Liber : Page :
Area: SMALL BUSINESS/SELF EMPLOYED #7 Lien Unit Phone: (800) 913-6050	IRS Serial Number: 339861118

This Lien Has Been Filed in Accordance with Internal Revenue Regulation 301.6323(f)-1.

Name of Taxpayer:
HARRY G & LINDA S CAIN

Residence: 40106 OREGOLD CT
LAKE ELSINORE, CA 92532-1554

With respect to each assessment below, unless notice of lien is refiled by the date in column(e), this notice shall constitute the certificate of release of lien as defined in IRC 6325(a).

Form (a)	Period (b)	ID Number (c)	Assessed (d)	Refile Deadline (e)	Unpaid Balance (f)
1040	12/31/2014	XXX-XX-1012	12/04/2017	01/03/2028	\$233,438.88
1040	12/31/2015	XXX-XX-1012	12/04/2017	01/03/2028	\$65,458.87

Filed at: COUNTY RECORDER RIVERSIDE COUNTY RIVERSIDE, CA 92502-0751	Total	\$298,897.75
---	-------	--------------

This notice was prepared and executed at OAKLAND, CA on this, the 19th day of December, 2018.

Authorizing Official: A TUCKER	Title: REVENUE OFFICER 27-09-3726
-----------------------------------	--------------------------------------

Exhibit 6
Claim 3 of FTB



BANKRUPTCY SECTION MS A34
 FRANCHISE TAX BOARD
 PO BOX 2952
 SACRAMENTO CA 95812-2952

Bankruptcy Case Number:
 2310011

Debtor:
 LINDA S CAIN
 XXX-XX-8373

Proof of Claim

UNITED STATES BANKRUPTCY COURT
Central District of California

3420 Twelfth St RM 125
 Riverside CA 92501-3819

Nondebtor:

Liability Type:
 Personal Income Tax

Total Claim Amount: \$ 122,499.45

**Secured
 Claim: \$ 122,499.45**

**Unsecured Priority
 Claim: \$**

**Unsecured General
 Claim: \$**

Basis of Liability Statement

Claim	Basis	Period	Tax	Penalty	Interest	Costs	Total Claim
A *	4	12/31/2014	\$63,915.09	\$13,694.40	\$27,840.36	\$0.00	\$105,449.85
A *	4	12/31/2015	\$10,614.64	\$2,162.40	\$3,935.56	\$337.00	\$17,049.60

Claim

Account Number

Basis

- A. Secured
- B. Unsecured Priority
- C. Unsecured General
- D. 1305(a)(1)
- T. To Be Determined

* XXX-XX-8373

- 1. Tax Return Filed With Balance Due
- 3. No Tax Return Filed
- 4. Audit Assessment
- 5. Other
- 6. Community Claim (Nondebtor Liability)

The Franchise Tax Board Bankruptcy Section takes an active role in resolving bankruptcy issues. We can receive delinquent tax returns and encourage correspondence and telephone calls. We provide assistance to prevent unnecessary litigation. Call (916) 845-4750 or fax (916) 845-9799 if you need assistance.

Exhibit 6

Fill in this information to identify the case:

Debtor 1 LINDA S CAIN

Debtor 2 _____
 (Spouse, if filing)

United States Bankruptcy Court for the: Central District of California
 (State)

Case number 2310011

Official Form 410
Proof of Claim

04/22

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

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

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

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

Part 1: Identify the Claim

1. **Who is the current creditor?** FRANCHISE TAX BOARD
 Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?** No
 Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

	Where should notice to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>BANKRUPTCY SECTION MS A340</u>	_____
	<u>FRANCHISE TAX BOARD</u>	_____
	Name _____	Name _____
	<u>PO Box 2952</u>	_____
	Number _____ Street _____	Number _____ Street _____
	<u>Sacramento CA 95812-2952</u>	_____
	City _____ State _____ ZIP Code _____	City _____ Sate _____ ZIP Code _____
	Contact phone <u>(916) 845-4750</u>	Contact phone _____
	Contact email _____	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

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

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

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

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 8373

7. How much is the claim? \$ 122,499.45. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

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

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.

Nature of property:

Real estate. If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

Motor vehicle

Other. Describe: _____

Basis for perfection: Notice of State Tax Lien

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ 122,499.45

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

Fixed Variable

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

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

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

Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

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

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

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

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 03/17/2023
 MM / DD / YYYY

/s/ JOSHUA DUBINS
 Signature

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

Name JOSHUA DUBINS
First name Middle name Last name

Title Franchise Tax Board Claim Agent
BANKRUPTCY SECTION MS A340

Company FRANCHISE TAX BOARD
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address PO Box 2952
Number Street

Sacramento CA 95812-2952
City State ZIP Code

Contact phone (916) 845-4750 Email _____



Attachment

The Franchise Tax Board (FTB) reserves the right to amend this claim in accordance with applicable law, including, without limitation, modifying the amounts.

- Based on any audit or investigation conducted by FTB related to any of the tax years on this *Proof of Claim*, including any filed income tax returns.
- Based on additional penalties and/or interest related to tax years on the *Proof of Claim*.
- Claimed as an administrative expense, as a secured claim, as an unsecured priority claim, or as an unsecured general claim for the purposes of this bankruptcy case.

FTB’s records indicate an income tax return has **not** been filed for the following tax year(s):
 N/A

Accordingly, FTB reserves the right to amend this claim/request based upon receipt of such income tax return(s), any audit or investigation of such return(s), or any other audit or investigation.

Except to the extent stated herein, FTB has not identified a right of setoff or counterclaim. However, this determination is based on available data and is not intended to waive any right of setoff against this claim of debts owed to this debtor by FTB or any other state agency. All rights of setoff are preserved and will be asserted to the extent lawful.

FTB recorded or filed the following *Notice(s) of State Tax Lien* related to the liabilities in this *Proof of Claim*:

Lien Certificate Number	Recording Date	County Recorder or Secretary of State	Recording Information	Tax Years Secured
19323994845 *	11/20/19	RIVERSIDE	20190479964	14, 15

Account
 * XXX-XX-8373

Exhibit 6

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
100 Spectrum Center Drive, Suite 600, Irvine, CA 92618

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **August 29, 2023**, 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*) **August 29, 2023**, 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*) **Not Applicable**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

August 29, 2023
Date

Lorre Clapp
Printed Name

/s/ Lorre Clapp
Signature

NEF SERVICE LIST

- **Lynda T. Bui (TR)** trustee.bui@shulmanbastian.com, C115@ecfcbis.com
- **Nichole Glowin** bankruptcy@zbslaw.com, nglowin@ecf.courtdrive.com
- **Melissa Davis Lowe** mlowe@shulmanbastian.com, avernon@shulmanbastian.com
- **Keith Q Nguyen** keith.attorney@gmail.com, atlantislw.ecf@gmail.com
- **United States Trustee (RS)** ustpreion16.rs.ecf@usdoj.gov

U.S. MAIL SERVICE LIST

Buyer

Reberiano Diaz Baltazar, Jr.
1402 W Washington Ave
Santa Ana, CA 92706

Buyer's Broker

Safe Investment Realty Group
Akxelem Tejada, Agent
10700 Jersey Blvd Suite 450
Rancho Cucamonga, CA 91730

Debtor, Lienholders, Creditors and Parties in Interest

DEBTOR:

LINDA SUE CAIN
40106 OREGOLD CT.
LAKE ELSINORE, CA 92532-1554

COURT MAIL LIST:

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

COURT MAIL LIST - CLAIM FILED:

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

ADDITIONAL NOTICE FOR THE
FRANCHISE TAX BOARD:

FRANCHISE TAX BOARD CHIEF
COUNSEL
C/O GENERAL COUNSEL SECTION
PO BOX 1720, MS:A-260
RANCHO CORDOVA, CA 95741-1720

COURT MAIL LIST:

WILMINGTON SAVINGS FUND
SOCIETY, FSB, NOT IN ITS
INDIVIDUAL CAPACITY, BUT SOLELY
AS OWNER TRUSTEE OF CSMC
2019SPL1 TRUST
C/O ZBS LAW, LLP
NICHOLE GLOWIN ESQ
30 CORPORATE PARK, SUITE 450
IRVINE, CA 92606-3401

ADDITIONAL NOTICE FOR
LIENHOLDER:

RUSHMORE LOAN MANAGEMENT
SERVICES
PO BOX 55004
IRVINE, CA 92619

COURT MAIL LIST:

BRCLYSBANKDE
P.O. BOX 8803
WILMINGTON, DE 19899-8803

COURT MAIL LIST:

CBNA
PO BOX 6497, CITIBANK CREDIT
BUREAU DISP
SIOUX FALLS, SD 57117-6497

COURT MAIL LIST:

CREDITONEBNK
PO BOX 98872
LAS VEGAS, NV 89193-8872

COURT MAIL LIST:

EXXMBCITI
PO BOX 6497
SIOUX FALLS, SD 57117-6497

COURT MAIL LIST:

FIFTH THIRD BANK NA
5050 KINGSLEY DR
CINCINNATI, OH 45227-1115

COURT MAIL LIST - CLAIM FILED:

INTERNAL REVENUE SERVICE - BK
PO BOX 7346
PHILADELPHIA, PA 19101-7346

**ADDITIONAL NOTICE FOR THE
UNITED STATES OF AMERICA,
INTERNAL REVENUE SERVICE:**

CIVIL PROCESS CLERK
UNITED STATES ATTORNEY'S OFFICE
FEDERAL BUILDING ROOM 7516
300 NORTH LOS ANGELES STREET
LOS ANGELES, CA 90012

**ADDITIONAL NOTICE FOR THE
UNITED STATES OF AMERICA,
INTERNAL REVENUE SERVICE:**

ATTORNEY GENERAL
UNITED STATES DEPARTMENT OF
JUSTICE
BEN FRANKLIN STATION
PO BOX 683
WASHINGTON, DC 20044

COURT MAIL LIST:

KOHLERS/CAPONE
N56 RIDGEWOOD DR
MENOMONEE FAL, WI 53051

COURT MAIL LIST - CLAIM FILED:

LVNV FUNDING, LLC
RESURGENT CAPITAL SERVICES
PO BOX 10587
GREENVILLE, SC 29603-0587

COURT MAIL LIST:

NORDSTROM/TD BANK USA
13531 E CALEY AVE
ENGLEWOOD, CO 80111-6504

COURT MAIL LIST:

RUSHMORE LOAN MGMT SER
15480 LAGUNA CANYON RD S
IRVINE, CA 92618-2132

COURT MAIL LIST:

SYNCB/CHEVRO
P.O BOX 965015
ORLANDO, FL 32896-5015

COURT MAIL LIST:

SYNCB/JCP
PO BOX 965007
ORLANDO, FL 32896-5007

COURT MAIL LIST:

TD BANK USA/TARGETCRED
PO BOX 673
MINNEAPOLIS, MN 55440-0673

COURT MAIL LIST:

ZBS LAW, LLP
NICHOLE GLOWIN ESQ
30 CORPORATE PARK
STE. 450
IRVINE, CA 92606-3401

TRUSTEE'S BROKER:

EXPERT REAL ESTATE &
INVESTMENT
CAROLINE GIM, BROKER
8607 IMPERIAL HIGHWAY STE 200
DOWNEY, CA 90242-3947

RIVERSIDE COUNTY TAX

COLLECTOR:
RIVERSIDE COUNTY TREASURER
AND TAX COLLECTOR
4080 LEMON STREET
RIVERSIDE, CA 92501

AGENT FOR ROSETTA CANYON

COMMUNITY ASSOCIATION:

THE AVALON MANAGEMENT
GROUP INC //
ATTN PRESIDENT/ESCROW
DEPARTMENT/MANAGEMENT
31608 RAILROAD CANYON ROAD
CANYON LAKE, CA 92587

RETURNED MAIL

COURT MAIL LIST:

RIVERSIDE DIVISION
3420 TWELFTH STREET,
RIVERSIDE, CA 92501-3819
Not Applicable

COURT MAIL LIST:

SYNCB/MERV
4125 WINDWARD PLAZA
ALPHARETTA, GA 30005-8738
5/26/23 RTS Undeliverable

COURT MAIL LIST:

SYNCB/SAMS
4125 WINDWARD PLAZA
ALPHARETTA, GA 30005-8738
5/26/23 RTS Undeliverable