

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shulmanbastian.com Chapter 7 Trustee <input type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION	
In re: MARTIN VILLASENOR, Debtor(s).	CASE NO.: 6:24-bk-13864-RB CHAPTER: 7 NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 12/12/2024	Time: 3:00 PM
Location: Courtroom 303, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501	

Type of Sale: ☒ Public ☐ Private **Last date to file objections:** 11/27/2024

Description of property to be sold: Residential real property located at 6739 Sunridge Court, Fontana, CA 92336
 (see attached Sale Motion for further information)

Terms and conditions of sale: See attached Sale Motion.

Proposed sale price: \$680,000.00, 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 \$685,000.00, minimum bid increments thereafter shall be \$1,000.00

Overbids must be in writing and received by the Trustee on or before 5:00 pm (California time) on 12/5/2024.

Certified funds in an amount equal to 3% must be delivered. (See attached for more information).

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

12/12/2024 at 3:00 p.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):

Lynda T. Bui, Chapter 7 Trustee

3550 Vine Street, Suite 210

Riverside, CA 92507

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: Trustee.Bui@shulmanbastian.com

Date: 11/21/2024

<p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Lynda T. Bui, Trustee 3550 Vine Street, Suite 210 Riverside, California 92507 Telephone: (949) 340-3400 Facsimile: (949) 340-3000 Email: Trustee.Bui@shulmanbastian.com</p> <p><input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for:</p>	<p>FOR COURT USE ONLY</p>
<p style="text-align: center;">UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</p>	
<p>In re:</p> <p>MARTIN VILLASENOR,</p> <p style="text-align: right;">Debtor(s).</p>	<p>CASE NO.: 6:24-bk-13864-RB</p> <p>CHAPTER: 7</p>
	<p>NOTICE OF MOTION FOR:</p> <p>Order: (1) Approving the Short 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; (3) Approving Stipulation for Occupancy and Marketing of Real Property; (4) Approving Stipulation Between Secured Creditor Homeowners First, LLC and Chapter 7 Trustee Lynda Bui Re Payment on Secured Claim; etc.</p> <p>(Specify name of Motion)</p>
	<p>DATE: 12/12/2024 TIME: 3:00 pm COURTROOM: 303 PLACE: U.S. Bankruptcy Court 3420 Twelfth Street Riverside, CA 92501-3819</p>

1. TO (*specify name*): Debtor and his counsel, the United States Trustee, all creditors and other parties in interest
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.)

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: 11/21/2024

Printed name of law firm

/s/ Lynda T. Bui
Signature

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

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

12 **MARTIN VILLASENOR,**

13 Debtor.
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Case No. 6:24-bk-13864-RB

Chapter 7

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

- (1) **APPROVING THE SHORT 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;**
- (3) **APPROVING STIPULATION FOR
OCCUPANCY AND MARKETING OF
REAL PROPERTY;**
- (4) **APPROVING STIPULATION BETWEEN
SECURED CREDITOR HOMEOWNERS
FIRST, LLC AND CHAPTER 7 TRUSTEE
LYNDA BUI RE PAYMENT ON
SECURED CLAIM; AND**
- (5) **GRANTING RELATED RELIEF
INCLUDING USE OF SALE PROCEEDS
TO REIMBURSE TRUSTEE FOR
ACTUAL COSTS INCURRED;**

**MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATION OF
LYNDA T. BUI**

Hearing Date:

Date: December 12, 2024

Time: 3:00 p.m.

Place: Courtroom 303

3420 Twelfth Street

Riverside, CA 92501

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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 **DEBTORS AND THEIR COUNSEL AND OTHER PARTIES-IN-INTEREST:**

4 Lynda T. Bui, solely in her capacity as the chapter 7 trustee ("Trustee") for the
5 bankruptcy estate ("Estate") of Martin Villasenor ("Debtor"), brings this *Motion for Order*:
6 *(1) Approving the Short Sale of Real Property of the Estate Free and Clear of Certain Liens*
7 *Pursuant to Bankruptcy Code §§ 363(b)(1) and 363(f), Subject to Overbids, Combined With*
8 *Notice of Bidding Procedures and Request for Approval of the Bidding Procedures Utilized;*
9 *(2) Approving Payment of Real Estate Commission; (3) Approving Stipulation for*
10 *Occupancy and Marketing of Real Property; (4) Approving Stipulation Between Secured*
11 *Creditor Homeowners First, LLC and Chapter 7 Trustee Lynda Bui Re Payment on*
12 *Secured Claim; and (5) Granting Related Relief Including Use of Sale Proceeds to*
13 *Reimburse Trustee for Actual Costs Incurred ("Sale Motion")*, and respectfully represents
14 as follows:

15 **I. BACKGROUND**

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

17 The Debtor commenced this bankruptcy case under Chapter 7 by filing a Voluntary
18 Petition on July 7, 2024 ("Petition Date"). Lynda T. Bui is the duly appointed, qualified and
19 acting chapter 7 trustee for the Debtor's Estate.

20 The last date to file claims in the case is January 3, 2025. As of the date of the filing
21 of this Motion, one general unsecured claim has been filed in the amount of \$1,332.18.
22 The Debtor's Schedules reflect secured claims totaling \$833,154.00, priority claims of
23 \$0.00 and general unsecured claims totaling \$403,568.76.

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1 **B. The Property**

2 Property of the Estate includes the real property located at 6739 Sunridge Court¹,
3 Fontana, California 92336 ("Property"). The Debtor did not claim an exemption in the
4 Property.

5 On his Schedule A/B, the Debtor valued his interest in the Property at \$690,000.00
6 and on his Schedule D listed two secured lienholders on the Property: 1) first deed of trust
7 in favor of Bank of America ("First Secured Creditor") \$486,689; and 2) second deed of
8 trust in favor of SBMC Mortgage \$336,068 for a combined total of \$822,757.00. Attached
9 as **Exhibit 1** to the Declaration of Lynda T. Bui ("Bui Declaration") are true and correct
10 copies of the Debtor's Schedules A/B, C and D.

11 A Preliminary Title Report ("Title Report") on the Property dated October 1, 2024 is
12 attached to the Bui Declaration as **Exhibit 2**. The outstanding liens and encumbrances
13 against the Property are as shown on the Title Report.

14 On August 15, 2024, Homeowners First, LLC (as assignee upon assignment of deed
15 of trust from original lender SBMC Mortgage) ("Homeowners First") filed the Amended
16 Motion for Relief from Stay (docket no. 10) ("Stay Motion"). The Stay Motion was set for
17 hearing on September 13, 2024 at 2:00 p.m. and has been continued to December 13,
18 2024 at 2:00 p.m. pursuant to a Stipulation between the Trustee and Homeowners First
19 filed on August 30, 2024, docket no. 18 and approved by the Court on September 3, 2024,
20 docket no. 20.

21 Based on the Debtor's Schedules and the Title Report, the Property is over-
22 encumbered. In addition, the Trustee is advised that (i) the Debtor is behind on the
23 mortgage as evidenced by the Title Report which indicates a Notice of Default was
24 recorded on January 11, 2024 and a Notice of Trustee's Sale was recorded on April 8,
25 2024, (ii) one of the reasons the Debtor filed his bankruptcy was to stop the foreclosure
26 sale, and (iii) the Debtor does not want a foreclosure on his record and would like the
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1 ¹ On the Debtor's Schedule A/B, the street address was incorrectly listed as 6739 Sungold Ct.

1 Trustee to short sell the Property. In fact, prior to the Petition Date, the Debtor was working
2 with the Broker (defined below) to negotiate a short sale of the Property.

3 **C. The Occupancy Stipulation**

4 The Trustee and the Debtor resolved the Debtor's occupancy of the Property
5 pursuant to that certain Stipulation for Occupancy and Marketing of Real Property
6 ("Occupancy Stipulation"), a true and correct copy of which is attached as **Exhibit 3** to the
7 Bui Declaration. Through this Sale Motion, the Trustee seeks approval of the Occupancy
8 Stipulation which provides in relevant part:

- 9 • In exchange for the Debtor's cooperation and assistance, the Trustee agrees
10 the Debtor may continue to occupy the Property and not make the mortgage
payments until the Trustee closes on the sale of the Property.
- 11 • The Trustee in her sole discretion will work to provide the Debtor with some
12 cash, which is anticipated to be from \$2,500 to \$5,000, to assist the Debtor
with the move out and/or for security deposit for a rental property.
- 13 • When/if the Debtor desires to vacate the Property prior to the close of escrow,
14 the Debtor shall notify the Trustee immediately so that the Trustee may take
action to secure and protect the Property.
- 15 • If the Trustee moves forward with the sale of the Property to a third party, the
16 Trustee shall provide notice to the Debtor of the acceptance, subject to Court
approval, of any offer on the Property. Following acceptance, the Trustee
17 will file a motion seeking Court approval of the sale of the Property ("Sale
Motion") and schedule the Sale Motion for hearing. The Trustee shall provide
18 the Debtor with notice of the date of the hearing on the Sale Motion by serving
Debtor with the Sale Motion. The Debtor waives the right to object to the
19 Sale Motion. The Debtor shall ensure that he and all occupants vacate and
leave the Property, removing all exempt personal property except fixtures, no
20 later than seven (7) days after the entry of an order by the Bankruptcy Court
authorizing the sale of the Property ("Move-Out Deadline"). In the event there
21 is any unauthorized removal of non-exempt fixtures from the Property, the
Debtor acknowledges that the Trustee retains the right to seek sanctions
22 against Debtor for such removal, including retaining as payment to the Estate
the amount of any sanctions from any exemption funds due and owing to the
23 Debtor.
- 24 • If the Debtor and/or all other occupants fail or refuse to vacate the Property
25 by the Move-Out Deadline, the Debtor acknowledges that the Trustee retains
the right to seek sanctions against the Debtor for any interest, fees or charges
26 on the mortgages, any property taxes, and/or homeowner's association fees,
assessments or other charges, accruing from and after the hearing date; the
27 cost of any insurance which the Trustee procures to protect the Estate's
interest in the Property; the costs of maintaining the Property in good repair
including the costs for yard/lawn maintenance of the Property; and the costs
28 of obtaining turnover and evicting the Debtor and/or any other occupant,
including any attorney's fees or charges associated with that action.

D. Sale Information/Compliance with Local Bankruptcy Rule 6004-1(c)(3)

Usman Muhammad ("Buyer") has offered to purchase the Property for \$680,000.00, subject to overbids. Attached as **Exhibit 4** to the Bui Declaration is true and correct copy of the California Residential Purchase Agreement and Joint Escrow Instructions and related addendums (collectively the "Agreement"). The following chart provides information on the sale in compliance with Local Bankruptcy Rule ("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: December 12, 2024 at 3:00 p.m. Hearing Place: U.S. Bankruptcy Court - Courtroom 303 3420 Twelfth Street Riverside, CA 92501
LBR 6004-1(c)(3)(B) Name and address of the proposed buyer:	Usman Muhammad whose address is: 4141 W. Rosecrans Avenue, #206 Hawthorne, CA 90250
LBR 6004-1(c)(3)(C) Description of the property to be sold:	Real property located at: 6739 Sunridge Court, Fontana, CA 92336
LBR 6004-1(c)(3)(D) Terms and conditions of the proposed sale, including the price and all contingencies:	Buyer has offered \$680,000.00, 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.
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:	Liens impacting the Property are identified in the Title Report. Pro-rata unpaid real property taxes will be paid. The lien of the First Secured Creditor (first deed of trust) will be paid in full. The lien of Homeowners First (second deed of trust) will be paid in accordance with the Homeowners First Stipulation and such lien will be released. To the extent there are disputed unresolved liens, such unresolved liens, if any, 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.
LBR 6004-1(c)(3)(F) Whether the proposed sale is subject to higher and better bids:	The sale of the Property is subject to the Bidding Procedures set forth in the Sale Motion below.

LBR 6004-1(c)(3) Requirement	Information
<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 \$680,000.00, 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 \$34,000.00 (includes an estimated 1% of the purchase price to pay for the commission for the Buyer's broker). 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 after payment of the costs of sale, the net proceeds from the sale will be approximately \$145,400.00. The sale price and costs of sale are subject to the Bankruptcy Court approval.</p>
<p>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:</p>	<p>The real estate broker commission shall not exceed 5% of the purchase price, to be split between the Trustee's Broker, the Buyer's Broker and the Estate as follows: 3% to the Trustee's Broker, 1% to Century 21 Masters, the Buyer's Broker, and 1% to the Trustee on behalf of the Estate, which the Estate intends to use a portion to pay the Debtor pursuant to the Occupancy Stipulation.</p>
<p>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:</p>	<p>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.</p>
<p>LBR 6004-1(c)(3)(J) Date which objection must be filed and served:</p>	<p>Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by November 27, 2024).</p>

E. Solar Equipment

The Title Report on the Property reflects that a Notice of Independent Solar Energy Producer Contract and a separate financing statement have been recorded with the San Bernardino County Recorder in favor of Sunrun, Inc. The Trustee is advised that the Sunrun, Inc. recordings relate to solar equipment located at the Property but do not constitute a perfected lien on the Property. Attached as **Exhibit 5** to the Bui Declaration are true and correct copies of the Sunrun, Inc. Notice of Independent Solar Energy Producer Contract and UCC-1 Financing Statement. As part of the purchase, the Buyer

1 agrees to assume and will pay all future obligations due Sunrun, Inc. under the contracts
2 associated with the solar equipment located at the Property.

3 **F. Broker Employment**

4 On November 7, 2024, the Trustee filed an Application for an Order Authorizing
5 Employment of FIV Realty Co. as Real Estate Broker ("Application") [docket 36]. The
6 deadline to request a hearing and oppose the Application is November 25, 2024. The
7 Trustee does not anticipate any opposition to the Application and that a Court order
8 approving the Application will be entered prior to the hearing on this Motion.

9 Through the Application, the Trustee seeks to employ FIV Realty Co. ("Broker") as
10 her real estate broker to assist with the marketing and negotiating a short sale of the
11 Estate's interest in the Property. The Broker listed the Property for sale at \$699,888. The
12 listing agreement with the Broker provides for a real estate commission to be paid upon
13 the sale of the Property in an amount not to exceed 3% of sale price. The Estate has
14 agreed to pay 1% commission to the Buyer's Broker, Century 21 Masters. As set forth
15 below, Homeowners First has agreed to a 5% commission maximum so the Trustee will
16 use a portion of the additional 1% to pay the Debtor pursuant to the Occupancy Stipulation.

17 **II. RELIEF REQUESTED**

18 In consideration of the Trustee selling the Property, Homeowners First has agreed
19 to the short sale of the Property to allow for full payment to First Secured Creditor on
20 account of its first deed of trust; payment of costs associated with the sale; payment of the
21 Trustee's fees and expenses; an allowance paid to the Debtor; and funds to be distributed
22 to the Estate's unsecured creditors.

23 Through this Sale Motion, the Trustee is seeking authority to sell the Property on an
24 as-is, where-is basis, without any warranties or representations, to the Buyer on the terms
25 and conditions of the Agreement attached as **Exhibit 4** to the Bui Declaration and subject
26 to the *Stipulation Between Secured Creditor Homeowners First, LLC and Chapter 7*
27 *Trustee Lynda Bui Re: Payment on Secured Claim* ("Homeowners First Stipulation"), a
28 true and correct copy of which is attached as **Exhibit 6** to the Bui Declaration.

Through the sale, after full payment to the First Secured Creditor, costs of sale including escrow fees, and a broker's commission of no more than 3%, Homeowners First will receive no less than 75% of the net proceeds of the sale which are estimated to be as follows:

Sale Price	\$680,000.00
Less, estimated costs of sale (estimated at a total of 5%)	(\$34,000.00)
Less, property taxes (pro-rata) (estimated)	(\$10,600.00)
Less, payoff to the First Secured Creditor (estimated)	(\$490,000.00)
Estimated Net Proceeds	\$145,400.00

The Trustee believes that it is in the best interest of the Estate and its creditors to short sell the Property as proposed in this Sale Motion. The alternative is to abandon the Estate's interest in the Property and creditors will not receive anything from the Property as Homeowners First would likely proceed with relief from stay. Nothing in the Sale Motion is intended to impair any lienholder's' right to seek relief from the automatic stay or to foreclose on the Property.

Pursuant to Local Bankruptcy Rule 6004-1(g), once the short sale closes, the Trustee will file with the Court a *Report of Sale* which details the terms of the sale.

A. 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, in order 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 **\$685,000.00**). 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 December 5, 2024 (seven days prior to the hearing on the Sale Motion)**.

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

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

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

13 6. All competing bids must acknowledge that the Property is being sold on an
14 "AS IS" basis without warranties of any kind, expressed or implied, being given by the
15 Seller, concerning the condition of the Property or the quality of the title thereto, or any
16 other matters relating to the Property. The competing bidder must represent and warrant
17 that he/she is purchasing the Property as a result of their own investigations and are not
18 buying the Property pursuant to any representation made by any broker, agent, accountant,
19 attorney or employee acting at the direction, or on the behalf of the Seller. The competing
20 bidder must acknowledge that he/she has inspected the Property, and upon closing of
21 Escrow governed by the Agreement, the competing bid buyer forever waives, for
22 himself/herself, their heirs, successors and assigns, all claims against the Debtor, his
23 attorneys, agents and employees, the Estate, Lynda T. Bui as Trustee and individually,
24 and the law firm of which she is associated, Shulman Bastian Friedman & Bui, her agents
25 and employees, arising or which might otherwise arise in the future concerning the
26 Property.

27 7. If overbids are received, the final bidding round shall be held at the hearing
28 on the Sale Motion which is currently scheduled for **December 12, 2024 at 3:00 p.m.,
California Time, at the U.S. Bankruptcy Court, Courtroom 303, 3420 Twelfth Street,
Riverside, California 92501**), or if rescheduled, upon telephonic notice to the Buyers and
the parties having submitted overbids in order to allow all potential bidders the opportunity
to overbid and purchase the Property. At the final bidding round, the Trustee in the exercise
of her business judgment and subject to Court approval, accept the bidder who has made
the highest and best offer to purchase the Property, consistent with the Bidding Procedures
("Successful Bidder").

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

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

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

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

8 **III. ARGUMENT**

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

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

13 (a) The trustee shall—

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

17 (2) be accountable for all property received;

18 11 U.S.C. §704(a).

19 Further, the Trustee, after notice and hearing, may sell property of the estate. 11
20 U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good business
21 reason for the sale and the sale is in the bests interests of the estate. *In re Wilde Horse*
22 *Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel Corp.*, 722 F.2d
23 1063, 1069 (2d Cir. 1983). In this case, the sale is anticipated to net the Estate
24 approximately \$36,350.00 (25% of the estimated net proceeds) that will be paid as part of
25 the short sale.

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

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

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

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

11 U.S.C. § 363(f).

Section 363(f) is written in the disjunctive and thus only one of the enumerated conditions needs to be satisfied for Court approval to be appropriate. The First Secured Creditor will be paid in full satisfaction of its lien and because of this, the Trustee believes that the First Secured Creditor will consent to the sale, and therefore the Trustee will have satisfied § 363(f)(2).

With respect to outstanding real property taxes, they will be paid through escrow on the sale in the amount consented to by the lienholder. As such, based on their consent to the sale, the Trustee will have satisfied § 363(f)(2).

With respect to the lien of Homeowners First, Homeowners First will accept payment pursuant to the terms of the Homeowners First Stipulation. As such, based on their consent to the sale, the Trustee will have satisfied § 363(f)(2).

Out of an abundance of caution, to the extent there are any other unresolved liens at closing, the Trustee proposes to sell under section 363(f)(4), as unresolved liens and interests against the Property, if any, will be disputed by the Trustee and shall attach to the sale proceeds with the same force, effect, validity, and priority as such liens or interests had with respect to the Property prior to the sale.

1 **C. The Court has Authority to Waive the Fourteen-Day Stay of Sale.**

2 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order authorizing
3 the use, sale or lease of property other than cash collateral is stayed until the expiration of
4 14 days after entry of the order, unless the Court orders otherwise.” Fed. Rule Bankr. P.
5 6004(h). The Trustee desires to close the sale of the Property as soon as practicable after
6 entry of an order approving the sale. Accordingly, the Trustee requests that the Court, in
7 the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive the
8 fourteen-day stay requirement.

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

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

19 **E. The Debtor is Required to Turn Over All Assets of the Estate.**

20 Bankruptcy Code § 542(a) provides that:

21 Except as provided in subsection (c) or (d) of this section, an entity other
22 than a custodian, in possession, custody, or control during the case, of
23 property that the trustee may use, sell, or lease under section 363 of this
24 title, or that the debtor may 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.

25 11 U.S.C. § 542(a) (emphasis added).

26 The following must be established in order for the Trustee to prevail in a turnover
27 action: (1) that the asset in question is property of the debtor’s bankruptcy estate; and (2)
28 that the Trustee is entitled to use, sell, or lease the assets. See, *In re Sherry & O’Leary*,

1 *Inc.*, 148 B.R. 248, 256 (Bankr. W.D. Pa. 1992); *see also, In re Weiss-Wolf, Inc.*, 60 B.R.
2 969, 975 (Bankr. S.D.N.Y. 1986). The Property is vested in “*Martin Villasenor, a married*
3 *man as his sole and separate property.*” Pursuant to § 541 of the Bankruptcy Code, a
4 bankruptcy estate is comprised of all of the debtor’s legal or equitable interest in property
5 at the time the petition is filed. See 11 U.S.C. § 541(a)(1). The general presumption in
6 California is that all property acquired by a married person during the marriage while
7 domiciled in California is community property. See Cal. Fam. Code § 760. More
8 importantly, the California Supreme Court concluded in *In re Marriage of Valli*, 58 Cal. 4th
9 1396 (Cal. 2014), and *In re Brace*, 9 Cal. 5th 903, 266 Cal. Rptr. 3d 298, 470 P.3d 15
10 (2020) that the community property presumption trumps title presumption. Accordingly,
11 the Property is community property and therefore property of Estate.

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

25 IV. CONCLUSION

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

- 1 1. Approving the Occupancy Stipulation, a copy of which is attached as **Exhibit**
2 **3** to the Bui Declaration.
- 3 2. Approving the Homeowners First Stipulation, a copy of which is attached as
4 **Exhibit 6** to the Bui Declaration.
- 5 3. Authorizing the Trustee to short sell the Property to the Buyer on an as-is,
6 where-is basis, without any warranties or representations, pursuant to the terms and
7 conditions of the Agreement and its addendums, which are attached as **Exhibit 4** to the Bui
8 Declaration.
- 9 4. Authorizing the sale of the Property free and clear of liens, with liens not
10 satisfied through the sale, if any, to attach to the sale proceeds in the same validity and
11 priority as prior to the closing of the sale.
- 12 5. Authorizing the Trustee to sign any and all documents convenient and
13 necessary in pursuit of the sale, including any and all conveyances contemplated by the
14 Agreement attached as **Exhibit 4** to the Bui Declaration.
- 15 6. Approving the payment of the real estate commission in the total amount not
16 to exceed 5% of the final purchase price, to be split between the Trustee's Broker, the
17 Buyer's Broker and the Trustee as follows: 3% to the Trustee's Broker, 1% to Century 21
18 Masters, the Buyer's Broker, and 1% to the Estate.
- 19 7. Authorizing the Trustee to pay the following from the sale proceeds through
20 escrow: (i) real estate taxes, (ii) amount owed to the First Secured Creditor to fully satisfy
21 its first deed of trust impacting the Property, (iii) payments under the Occupancy Stipulation
22 and Homeowners First Stipulation, and (iv) escrow fees and other costs of sale to be split
23 between the Buyer and the Estate in the manner customary in San Bernardino County,
24 California where the Property is located.
- 25 8. A determination by the Court that the Buyer is in good faith pursuant to
26 Bankruptcy Code Section 363(m).
- 27 9. Waiving the fourteen day stay of the order approving the sale of the Property
28 under Federal Rules of Bankruptcy Procedure 6004(h) and thus authorizing the Trustee to

1 close escrow as soon as practicable but in no event later than 15 days after entry of the
2 sale order, unless extended by the Trustee at her sole discretion.

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

4 11. So that the Trustee may close on the sale of the Property, ordering that (i)
5 the Debtor or any occupants of the Property are to immediately vacate the Property and
6 leave in broom clean condition; (ii) in the event the Debtor or any occupants of the Property
7 fail to immediately vacate, the Trustee shall be entitled to issuance of a writ of possession
8 for the Property; and (iii) the United States Marshal or other appropriate law enforcement
9 officer may enforce such writ.

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

12 Dated: November 21, 2024 /s/ Lynda T. Bui

13 _____
14 Lynda T. Bui
15 Chapter 7 Trustee
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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 re Martin Villasenor* (“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 Short 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; (3) Approving Stipulation for Occupancy and Marketing of Real Property; (4) Approving Stipulation Between Secured Creditor Homeowners First, LLC and Chapter 7 Trustee Lynda Bui Re Payment on Secured Claim; and (5) Granting Related Relief Including Use of Sale Proceeds to Reimburse Trustee for Actual Costs Incurred* (“Sale Motion”). Unless otherwise defined, capitalized terms in this Declaration have the meaning as set forth in the Sale Motion.

3. The last date to file claims in the case is January 3, 2025. As of the date of the filing of this Motion, one general unsecured claim has been filed in the amount of \$1,332.18. The Debtor’s Schedules reflect secured claims totaling \$833,154.00, priority claims of \$0.00 and general unsecured claims totaling \$403,568.76.

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

5. Attached here as **Exhibit 2** is a true and copy of a Preliminary Title Report on the Property as of October 1, 2024. The Preliminary Title Report identifies the liens and encumbrances against the Property.

6. Attached here as **Exhibit 3** is a true and correct copies of the Stipulation for Occupancy and Marketing of Real Property entered into between myself and the Debtor.

1 7. I understand that the Sunrun Inc. recordings shown on the Preliminary Title
2 Report relate to solar equipment located at the Property. However, it is not a perfected
3 security interest against the Property. Attached here as **Exhibit 5** are true and correct
4 copies of the Sunrun Inc. Notice of Independent Solar Energy Producer Contract and UCC-
5 1 Financing Statement. The Buyer would like to keep the solar equipment. I understand
6 that after closing, the Buyer will assume and pay all future obligations due Sunrun Inc.
7 under the contracts associated with the solar equipment located at the Property.

8 8. On November 7, 2024, I filed my Application for an Order Authorizing
9 Employment of FIV Realty Co. as Real Estate Broker ("Application") [docket 36]. The
10 deadline to request a hearing and oppose the Application is November 25, 2024. I do not
11 anticipate any opposition to the Application and that a Court order approving the
12 Application will be entered prior to the hearing on this Motion.

13 9. Through the Application, I am seeking to employ FIV Realty Co. ("Broker") as
14 my real estate broker to assist with the marketing and negotiating a short sale of the
15 Estate's interest in the Property. The Broker listed the Property for sale at \$699,888. At
16 that list price, and over a period of over three weeks, there were 3,724 views with 158
17 saved on Zillow, 3,560 views on Redfin, 400 agents shared with their 28,000 buyers, and
18 34 visitors during the first open house. However, there was no offer. After a price
19 adjustment to \$658,000, we received 8 offers, which we countered and asked for highest
20 and best. The highest and best received was from the Buyer at \$680,000. Based on that,
21 I believe that the Property was properly marketed in a commercially reasonable manner to
22 obtain the highest and best price.

23 10. Attached here as **Exhibit 6** is the *Stipulation Between Secured Creditor*
24 *Homeowners First, LLC and Chapter 7 Trustee Lynda Bui Re: Payment on Secured Claim*
25 ("Homeowners First Stipulation"), entered into between myself and Homeowners First.

26 11. Usman Muhammad ("Buyer") has offered to purchase the Property for
27 \$680,000.00, subject to overbids. Attached here as **Exhibit 4** is true and correct copy of
28 the California Residential Purchase Agreement and Joint Escrow Instructions and related

1 addendums. The offer from the Buyer is the result of negotiations with the Buyer for the
2 highest and best offer.

3 12. I believe this short sale is in the best interest of the Estate as it will create
4 "equity" where there was none. Given that the sale is subject to overbids, it is anticipated
5 that the Estate will receive the best and highest value for the Property and therefore the
6 proposed sale price is fair and reasonable.

7 13. For the reasons set forth in the Sale Motion and this Declaration, I believe
8 that good cause exists to grant the Sale Motion and respectfully request that the Court
9 grant the Sale Motion so that I do not lose this favorable business opportunity to generate
10 a substantial amount of funds for the Estate from an asset that otherwise has no equity.

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

13 EXECUTED on November 21, 2024, at Irvine, California.

14 */s/ Lynda T. Bui*

15 _____
Lynda T. Bui

Exhibit 1

Debtor's Schedules A/B, C and D

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

Debtor 1 Martin Villasenor
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 6739 Sungold Ct
Street address, if available, or other description

Fontana CA 92336
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>690,000.00</u>	\$ <u>690,000.00</u>

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

☐ 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.....>

\$ 690,000.00

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

Martin Villaseñor

First Name

Middle Name

Last Name

Main Document

Page 295 of 128

Case number (if known)

3.1 Make: Nissan
 Model: Sentra
 Year: 2012
 Approximate mileage: 160000
 Other information:

Condition: Fair;

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? \$ 1,200.00
 Current value of the portion you own? \$ 1,200.00

3.2 Make: Nissan
 Model: Versa
 Year: 2020
 Approximate mileage: _____
 Other information:

Condition: Fair;

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? \$ 8,500.00
 Current value of the portion you own? \$ 9,800.00

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.....>

\$11,000.00

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**

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

- ☐ No
☒ Yes. Describe...

Frig., Sofa, Chairs, Table, Beds, dressers, appliances, etc

\$ 1,000.00

7. **Electronics**

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

- ☐ No
☒ Yes. Describe...

Mobile phone, TV, etc

\$ 200.00

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...

9. **Equipment for sports and hobbies**

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

- ☒ No
☐ Yes. Describe...

10. **Firearms**

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

- ☒ No
☐ Yes. Describe...

EXHIBIT "1"

Debtor 1

Martin Villaseñor

First Name

Middle Name

Last Name

Main Document

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Case number (if known)

11. Clothes*Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe...

Pant, shirts, underwear, socks, shoes, jackets, hoodies, shorts, hats,

\$ 200.00**12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems
gold, silver☒ No☐ Yes. Describe...**13. Non-farm animals***Examples:* Dogs, cats, birds, horses☒ No☐ Yes. Describe...**14. Any other personal and household items you did not already list, including any health aids you did not list**☒ No☐ Yes. Give specific information...**15. Add the dollar value of 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.....>**\$ 1,400.00**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:

CHASE

\$ 700.00

17.2. Checking account:

Bank of America

\$ 1,200.00**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.....**EXHIBIT "1"**

Debtor 1

Martin Villaseñor

First Name

Middle Name

Last Name

Main Documentt

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Case number(if known)

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**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...

--

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....**EXHIBIT "1"**

Debtor 1

Martin Villaseñor

First Name

Middle Name

Last Name

Main Document

Page 32 of 128

Case number (if known)

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

- ☒ No
☐ Yes. Give specific information....

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.....>

\$ 1,900.00

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.....>		\$ 690,000.00
56. Part 2: Total vehicles, line 5	\$ 11,000.00	
57. Part 3: Total personal and household items, line 15	\$ 1,400.00	
58. Part 4: Total financial assets, line 36	\$ 1,900.00	
59. Part 5: Total business-related property, line 45	\$ 0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$ 0.00	
61. Part 7: Total other property not listed, line 54	+ \$ 0.00	
62. Total personal property. Add lines 56 through 61	\$ 14,300.00	Copy personal property total▶
63. Total of all property on Schedule A/B. Add line 55 + line 62		+ \$ 14,300.00
		\$ 704,300.00

EXHIBIT "1"

Fill in this information to identify your case:

Debtor 1 Martin Villaseñor
First Name Middle Name Last Name

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

United States Bankruptcy Court for the: Central District of California

Case number
(if known)

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/22

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

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

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

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

Brief description of the property and line on 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
Brief description: 2012 Nissan Sentra Line from Schedule A/B: 3.1	\$ 1,200.00	<input checked="" type="checkbox"/> \$ 1,200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 704.010
Brief description: Household Goods - Frig., Sofa, Chairs, Table, Beds, dressers, appliances, etc Line from Schedule A/B: 6	\$ 1,000.00	<input checked="" type="checkbox"/> \$ 1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 704.020
Brief description: Electronics - Mobile phone, TV, etc Line from Schedule A/B: 7	\$ 200.00	<input checked="" type="checkbox"/> \$ 200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 704.020

3. Are you claiming a homestead exemption of more than \$189,050?

(Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.)

- ☒ No
☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
☐ No
☐ Yes

Debtor

Martin Villasenor

Main Document

Page 320 of 128

First Name Middle Name Last Name

Case number (if known)

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
Clothing - Pant, shirts, underwear, socks, shoes, jackets, hoodies, shorts, hats, Brief description: Line from Schedule A/B: 11 CHASE (Checking Account)	\$200.00	<input checked="" type="checkbox"/> \$ 200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	Cal. Civ. Proc. Code § 704.020
Bank of America (Checking Account) Brief description: Line from Schedule A/B: 17.1	\$700.00	<input checked="" type="checkbox"/> \$ 700.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. 704.220
Bank of America (Checking Account) Brief description: Line from Schedule A/B: 17.2	\$1,200.00	<input checked="" type="checkbox"/> \$ 1,200.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. 704.220
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	
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 Martin Villaseñor
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:	\$ 10,397.00	\$ 8,500.00	\$ 1,897.00
<div>Ally Creditor's Name P.O. Box 9001951 Number Street Louisville KY 40290 City State ZIP Code Who owes the debt? Check one. <input type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input checked="" type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt Date debt was incurred _____</div>	<div>2020 Nissan Versa - \$8,500.00</div> <div>As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed Nature of lien. Check all that apply. <input type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input type="checkbox"/> Other (including a right to offset) _____</div> <div>Last 4 digits of account number _____</div>			

EXHIBIT "1"

2.2

Describe the property that secures the claim: \$ 486,689.00 \$ 690,000.00 \$ 132,757.00

Bank of America

Creditor's Name

PO Box 982235

Number

El Paso TX 79998

City State ZIP Code

Who owes the debt? 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 claim relates to a community debt

Date debt was incurred _____

6739 Sungold Ct, Fontana, CA 92336 - \$690,000.00

As of the date you file, the claim is: Check all that apply.

☐ Contingent☐ Unliquidated☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured car loan)☐ Statutory lien (such as tax lien, mechanic's lien)☐ Judgment lien from a lawsuit☐ Other (including a right to offset) _____

Last 4 digits of account number

2.3

Describe the property that secures the claim: \$ 336,068.00 \$ 690,000.00 \$ 0.00

SBMC Mortgage

Creditor's Name

14761 CALIFA ST

Number

Van Nuys CA 91411

City State ZIP Code

Who owes the debt? 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 claim relates to a community debt

Date debt was incurred _____

6739 Sungold Ct, Fontana, CA 92336 - \$690,000.00

As of the date you file, the claim is: Check all that apply.

☐ Contingent☐ Unliquidated☐ Disputed

Nature of lien. Check all that apply.

☐ An agreement you made (such as mortgage or secured car loan)☐ Statutory lien (such as tax lien, mechanic's lien)☐ Judgment lien from a lawsuit☐ Other (including a right to offset) _____

Last 4 digits of account number

Add the dollar value of your entries in Column A on this page. Write that number here:

\$ 833,154.00

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

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

EXHIBIT "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.: 2460292
Your File No.: 106024-AA
Buyer/Borrower Name: Usman Muhammad
Seller Name: Martin Villaseñor

Property Address: 6739 Sunridge Court, Fontana, CA 92336

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 a defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, 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/ALTA Homeowner's Policy of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages, are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

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

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

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

Dated as of October 1, 2024 at 7:30AM

Update No. 1

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:

- ☐ CLTA Owner's Policy 2022
- ☐ ALTA Owner's Policy 2021 ☐ Extended ☐ Standard
- ☒ CLTA/ALTA Homeowners Policy 2021
- ☐ CLTA Loan Policy 2022
- ☒ ALTA Loan Policy 2021 ☐ Extended ☒ Standard
- ☐ ALTA Short Form Residential Loan Policy 2021 ☐ Extended ☐ Standard
- ☐ Other: _____

SCHEDULE A

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

FEE SIMPLE

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

Martin Villasenor, a married man as his sole and separate property

LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino, City of Fontana and described as follows:

Lot 97 of Tract 16363, in the City of Fontana, County of San Bernardino, State of California, as per Map recorded May 13, 2004, in [Book 299, Pages 60 through 63](#) of Maps, in the Office of the County Recorder of said County.

APN: 0240-391-41-0000

(End of Legal Description)

MAP

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

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. General and special city and/or county taxes, and any assessments collected with taxes, for the fiscal year 2024 - 2025:
 - 1st Installment : \$5,074.40
 - Status 1st : Open
 - 2nd Installment : \$5,074.38
 - Status 2nd : Open
 - Parcel No. : 0240-391-41-0000
 - Code Area / Tracer No. : 07-003Prior to recording, the final amount due for taxes must be confirmed.
- 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 filed notices. These taxes and/or assessments are typically collected with the County taxes; however, sometimes they're removed and assessed and collected separately.
- D. Prior to recording, the final amount due for taxes must be confirmed.

Exceptions:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- 4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
- 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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on,

or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Note: Exception Nos. 1 through 6 will be deleted on any extended coverage policy.

8. Water rights, claims, or title to water, whether or not shown by the Public Records.

Note: The above, separate general water exception will remain on any extended coverage policy.

9. Matters as shown on the Map of Tract 16363, filed in [Book 299, Pages 60 through 63](#) of Maps together with any provisions and recitals contained therein.
10. Easement and rights incidental thereto for pipelines, as set forth in a document recorded April 4, 1903, in [Book 332 Page 278](#), of Deeds.
11. Easement and rights incidental thereto for pipelines and access, as set forth in a document recorded July 6, 1908, in [Book 419 Page 318](#), of Deeds.
12. Easement and rights incidental thereto for pipelines and conduits, as set forth in a document recorded February 26, 1914, in [Book 546 Page 20](#), of Deeds.
13. Rights of the successor agency(ies) as to matters contained in the project plan recorded December 28, 1982, as [Instrument No. 82-259093](#), of Official Records.
14. Easement and rights incidental thereto for pipelines to San Gabriel Valley Water Company, a corporation, as set forth in a document recorded July 21, 2004, as [Instrument No. 2004-0519785](#), of Official Records.
15. Easement and rights incidental thereto for public utilities to Pacific Bell Telephone Company, a California Corporation, doing business as SBC California, its associated and affiliated companies, as set forth in a document recorded November 17, 2004, as [Instrument No. 2004-0837347](#), of Official Records.
16. The terms, provisions and conditions contained in that certain document, entitled "Notice of Declaration of Covenants for Title 7 Dispute Resolution for Citrus Place", recorded March 18, 2005, as [Instrument No. 2005-0188217](#), of Official Records.
17. Easement and rights incidental thereto for public utilities to Southern California Edison, a corporation as set forth in a document recorded June 1, 2005, as [Instrument No. 2005-0388973](#), of Official Records.
18. Matters contained in a document entitled "Notice of an Independent Solar Energy Producer Contract", by and between Sunrun Inc., and Martin Villasenor recorded December 7, 2017, as [Instrument No. 2017-0518349](#), of Official Records.
19. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:
- | | |
|-------------|---|
| Amount | : \$480,000.00 |
| Trustor | : Martin Villasenor, a married man as his sole and separate property |
| Trustee | : T.D. Service Co., a California corporation |
| Beneficiary | : Mortgage Electronic Registration Systems, Inc., as nominee for SBMC |
| Mortgage | |
| Recorded | : November 29, 2006, as Instrument No. 2006-0806815 , of Official |
| Records. | |

Substitution of trustee naming ReconTrust Company as trustee recorded on August 5, 2008, as [Instrument No. 2008-0355633](#), of Official Records.

An agreement to modify the above Deed of Trust was recorded on April 11, 2011, as [Instrument No. 2011-0141643](#), of Official Records.

The beneficial interest of Mortgage Electronic Registration Systems, Inc., having been assigned of record to The Bank of New York Mellon, FKA The Bank of New York, as Trustees for the CertificateHolders of CWMBS Inc., and CHL Mortgage Pass - Through Trust 2007 - HYB1, Mortgage Pass Through Certificates, Series 2007 - HYB1 by assignment recorded on March 23, 2012, as [Instrument No. 2012-0112813](#), of Official Records.

20. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

Amount	: \$120,000.00
Trustor	: Martin Villasenor, a married man as his sole and separate property
Trustee	: T.D. Service Co., a California corporation
Beneficiary	: Mortgage Electronic Registration Systems, Inc., as nominee for SBMC
Mortgage	
Recorded	: November 29, 2006, as Instrument No. 2006-0806816 , of Official
Records.	

The beneficial interest of Mortgage Electronic Registration Systems, Inc., as nominee for SBMC Mortgage having been assigned of record to Homeowners First LLC by assignment recorded on February 1, 2017, as [Instrument No. 2017-0046784](#), of Official Records.

To avoid delays in recording, you must submit the following documents for review and approval:

- (a) the original note.
- (b) the original deed of trust.
- (c) the original signed request for reconveyance.
- (d) a final payoff demand executed by the record beneficiary(ies) of record..
 - (i) if the beneficiary(ies) is a trust, you must provide a full copy of the trust and any amendments thereto, and all trustees must sign the payoff demand. In certain situations, you may be permitted to provide the STG Certification of Trust.
 - (ii) if a servicing agent prepares the payoff demand on behalf of the beneficiary(ies), you must provide a full copy of the servicing agreement and all beneficiary(ies) of record must still sign and approve the payoff demand.

Please contact your title officer to discuss the above requirements.

Upon receipt and review of the above, there maybe additional items and/or requirements requested.

Substitution of trustee naming First American Title Insurance Company as trustee recorded on January 3, 2024, as [Instrument No. 2024-0000644](#), of Official Records.

A Notice of default recorded on January 11, 2024, as [Instrument No. 2024-0009274](#), of Official Records.

A Notice of Trustee's Sale recorded April 8, 2024, as [Instrument No. 2024-0078324](#), of Official Records.

21. Unsecured property taxes in the amount of \$205.50 and other amounts due thereunder, recorded November 13, 2014 as [Instrument No. 2014-0434755](#), of Official Records.
22. Financing Statement in favor of Sunrun Inc., recorded December 07, 2017 as [Instrument No. 2017-0518424](#), of Official Records

23. 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. 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.
- B. 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 Single Family Residence; known as 6739 Sunridge Court, Fontana, California.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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, along with other potential fees and taxes.

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.

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:

EXHIBIT "2"

EXHIBIT "A"

LEGAL DESCRIPTION

Order No.: 2460292
Escrow No.: 2460292

The land referred to herein is situated in the State of California, County of San Bernardino, City of Fontana and described as follows:

Lot 97 of Tract 16363, in the City of Fontana, County of San Bernardino, State of California, as per Map recorded May 13, 2004, in [Book 299, Pages 60 through 63](#) of Maps, in the Office of the County Recorder of said County.

APN: 0240-391-41-0000

(End of Legal Description)

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: October 11, 2024

File No.: 2460292

Property: 6739 Sunridge Court, Fontana, CA 92336

From: Stewart Title of California, Inc.

Stewart Title of California, Inc. ("Stewart Title") has a business relationship with the affiliated entities identified below. Because of these relationships, this referral may provide Stewart Title a financial or other benefit related solely to the products or services provided or performed by the affiliated entity. Stewart Title and the affiliated entities below are all part of the Stewart family of companies, the ultimate owner of which is Stewart Information Services Corporation (NYSE:STC).

SET FORTH BELOW IS THE ESTIMATED CHARGE OR RANGE OF CHARGES FOR THE SETTLEMENT SERVICE PROVIDERS LISTED. YOU ARE NOT REQUIRED TO USE ANY OF THE SETTLEMENT SERVICE PROVIDERS AS A CONDITION FOR YOUR PURCHASE, SALE, OR REFINANCE TRANSACTION. 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>Affiliated Entity – Settlement Service Provider</i>	<i>Charge or range of charges</i>
Advanced Support and Knowledge Services, LLC	\$ 45.00 to \$ 275.00
Asset Preservation, Inc.	\$1,250.00 to \$2,000.00 in delayed exchanges; Reverse exchanges are rare and the charge is quoted based upon the complexity of the transaction
NotaryCam, Inc.	\$ 5.00 to \$ 150.00
Signature Closers, LLC	\$ 45.00 to \$ 500.00
Stewart Insurance	
Hazard/Home Insurance	\$ 800.00 to \$8,500.00
Home Warranty	\$ 450.00 to \$ 900.00
Natural Hazard Disclosure Report	\$ 99.00 to \$ 140.00
Stewart Valuation Intelligence, LLC	\$ 100.00 to \$ 700.00

Martin Villasenor

Usman Muhammad

**ACKNOWLEDGEMENT OF RECEIPT, UNDERSTANDING
AND APPROVAL OF
STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY
PRIVACY NOTICE AND
AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

The undersigned hereby acknowledge receipt of the Stewart Title Information Services Corporation Gramm-Leach Bliley Notice 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.

Further, the undersigned received a copy of this acknowledgement as evidenced by the signature below.

Martin Villasenor

Usman Muhammad

**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990 (11-09-18)**

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.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)]

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, or regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
 4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
- Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.

5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 18:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 19:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 21:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____

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; and
 - f. environmental protection.

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

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

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

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

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 18:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 19:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____
Covered Risk 21:	_____ % of Policy Amount Shown in Schedule A or \$ _____ (whichever is less)	\$ _____

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

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

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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

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.

EXCEPTIONS FROM COVERAGE

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

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, 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 at Date of Policy.
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, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

File No.: 2460292

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 natural disaster area.

Property being refinanced.

Property involving owners or purchasers that are active military personnel and honorably discharged veterans, senior citizens 55 years of age or older, first-time homebuyers and first responders.

Property dedicated to church or charitable use.

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

Stewart Title of California, Inc.
STATEMENT OF INFORMATION

CONFIDENTIAL

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

ADDRESS 6739 Sunridge Court CITY Fontana, CA 92336

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:

STGC TITLE PREMIUM DISCOUNT APPLICATION AND CONFIRMATION OF ELIGIBILITY

Order Number: 2460292

Property: 6739 Sunridge Court, Fontana, CA 92336

APN: 0240-391-41-0000

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.: 2460292

Address/Location: 6739 Sunridge Court, Fontana, CA 92336

APN: 0240-391-41-0000

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.

- 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.

Martin Villasenor

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

**STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE**

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") 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, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, 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 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 in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about 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 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, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

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.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- 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 your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@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 directly 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 specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, 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

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("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

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

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.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, 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.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

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 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).

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:

- 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: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

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

i. 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.

ii. Deletion Request Rights

You have the right to request that Stewart delete any 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.

iii. 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 Notice.

iv. Correction of Inaccurate Information

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

v. 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

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 submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

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.

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 rights. Unless permitted by the CCPA, 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 CCPA Notice

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

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

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

City of Fontana
Tax Rate Area
10041

Pltn. Tract No. 16363, M.B. 299/60-63

THIS MAP IS FOR THE PURPOSE
OF AD VALOREM TAXATION ONLY.



EXHIBIT "2"

January 2005 KP

Assessor's Map
Book 0240 Page 39
San Bernardino County

Pfn. N.W. 1/4, Sec. 31
T. 1N., R. 5W.

01

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REVISED
05/04/21 GW

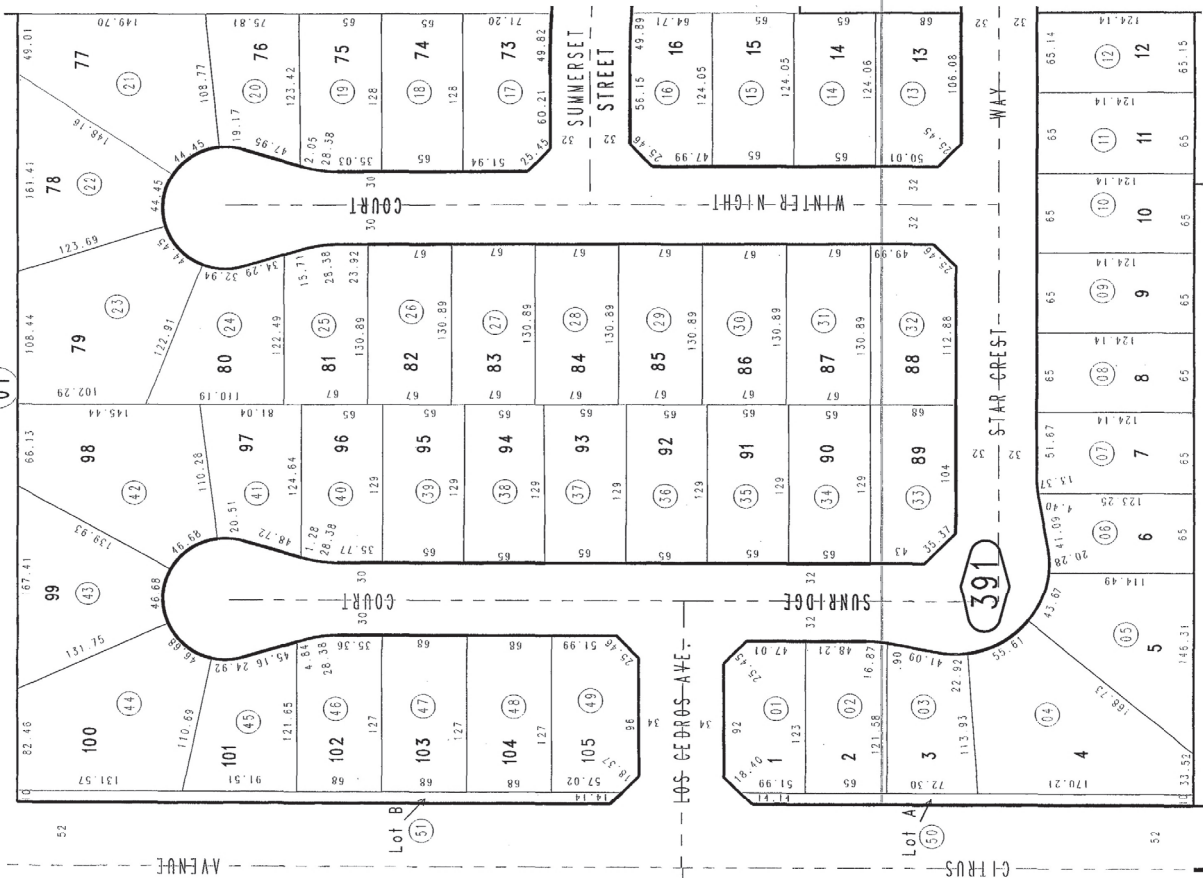


Exhibit 3

Occupancy Stipulation

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

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

10 In re

11 **MARTIN VILLASENOR,**

12 Debtor.
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Case No. 6:24-bk-13864-RB

Chapter 7

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

[Real property located at:
6739 Sunridge Ct, Fontana, CA 92336]

[Order Approving the Stipulation
Lodged separately]

[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 Martin Villasenor ("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 for relief under Chapter 7 of the
11 Bankruptcy Code on July 7, 2024 in the United States Bankruptcy Court, Central District of
12 California, Riverside Division, initiating Case No. 6:24-bk-13864-RB.

13 2. Lynda T. Bui is the duly appointed, qualifying, and acting Chapter 7 trustee
14 for the Debtor's bankruptcy estate ("Estate").

15 3. On his Schedule A/B filed on July 7, 2024 (docket no. 1), the Debtor identifies
16 his ownership interest in the real property located at 6739 Sungold Ct., Fontana, CA 92336.
17 The Debtor appears to have incorrectly stated the street name as "Sungold" instead of
18 "Sunridge". Based on the Trustee's investigation and information from Movant, the correct
19 address is 6739 Sunridge Ct, Fontana, CA 92336 that is the subject property ("Property").
20 The Debtor estimated the value to be \$690,000.

21 4. On his Schedule D filed on July 7, 2024 (docket no. 1), the Debtor identifies
22 two secured lienholders on the Property: 1) Bank of America \$486,689 (First Deed of
23 Trust); and 2) SBMC Mortgage \$336,068 (Second Deed of Trust) for a total of \$822,757.
24 The Debtor has not claimed an exemption on the Property.

25 5. On August 15, 2024, Homeowners First, LLC (as assignee upon assignment
26 of deed of trust from original lender SBMC Mortgage) ("Homeowners") filed the Amended
27 Motion for Relief from Stay (docket no. 10) ("Stay Motion"). The Stay Motion was set for
28 hearing on September 13, 2024 at 2:00 p.m. and has been continued to December 13,

2024 at 2:00 p.m. pursuant to a Stipulation between the Trustee and Homeowners filed on August 30, 2024, docket no. 18 and approved by the Court on September 3, 2024, docket no. 20.

6. Based on a preliminary analysis and communication with the Debtor's real estate professional, Luis Nino Sabroso of Provident Real Estate ("Broker"), the Trustee is advised that the Property has a range of value from \$699,000.00 to \$725,000.00. Based on this value and even after taking into consideration the liens encumbering the Property, the costs of a sale and an anticipated agreement regarding the tax liens, the Trustee believes that there is significant equity in the Property to provide for a meaningful distribution to unsecured creditors.

7. The Debtor has not been current on the first and the second mortgages and has determined that it is best to have the Trustee short sell the Property and generate funds for a distribution to unsecured creditors.

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

II. AGREEMENT

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

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

- a. Timely naming the Trustee as loss payee on the homeowners' insurance, and provide updated proof of continued coverage to the Trustee with each insurance renewal on the Property.
- b. At Debtor's own expense, maintain the Property in a condition of good repair, including maintenance of the yard/lawn service of the exterior

- 1 of the Property, so that the Property may be marketed for sale and for
2 showings to prospective buyers.
- 3 c. Ensure no transfer of interests in the Property or encumbrance of the
4 Property with any liens whatsoever.
- 5 d. Before close of escrow, work with the Trustee to voluntarily vacate the
6 Property and leave it in broom clean condition.
- 7 e. Work with the Broker to accommodate showings, including making the
8 Property available for showing by the Broker within twenty-four (24)
9 hours of a request by the Broker, between the hours of 10:00 a.m. and
10 6:00 p.m. (or other hours by agreement).
- 11 f. Take actions as required by the Trustee to ensure that the Estate
12 maximizes the value of the Property.

13 2. In exchange for the Debtor's cooperation and assistance, the Trustee agrees
14 the Debtor may continue to occupy the Property until the Trustee closes on the sale of the
15 Property. In addition, the Trustee in her sole discretion will work to provide the Debtor with
16 some cash, which is anticipated to be from \$2,500 to \$5,000, to assist the Debtor with the
17 move out and/or for security deposit for a rental property.

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

21 4. The Trustee, through her Broker, may post at the Property a lockbox with a
22 key and may arrange access to the Property for marketing purposes.

23 5. Any material breach of this Stipulation, including the Debtor's failure to
24 cooperate or respond to the Trustee's or the Broker's communications, failure to provide
25 reasonable access to the Property, failure to adequately maintain the Property, or failure
26 to cooperate with the sale of the Property will constitute good cause for the Trustee to
27 immediately seek turnover of the Property.

28

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

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

24 8. The Trustee will be listing the Property for sale in her capacity as the Chapter
25 7 trustee for the Estate, and not in her personal capacity, and no liability or obligations shall
26 accrue to her personally because of such listing.

27 9. The Trustee reserves the right, in her sole discretion, to determine not to sell
28 the Property if doing so does not benefit the Estate.

1 10. Notwithstanding the terms of this Stipulation, the Debtor hereby
2 acknowledges the following rights of the Estate:

3 a. At any time, pursuant to 11 U.S.C. § 542, the Trustee may seek
4 turnover of the Property, which is property of the Estate.

5 b. Out of an abundance of caution, the Trustee will seek turnover as part
6 of the Sale Motion and if the Debtor and/or other occupants fail or
7 refuse to vacate the Property by the Move-Out Deadline, such non-
8 compliance may result in the U.S. Marshal evicting all occupants from
9 the Property.

10 c. There are currently no applicable moratorium on evictions by any
11 entity under California state law and/or United States federal law.

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

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

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

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

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

1 16. This Stipulation may be amended and modified only by a written agreement
2 signed by all of the Parties specifically acknowledging and approving of the modification.

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

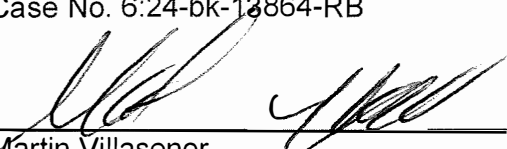
6
7 DATED: September 24, 2024

By:

Lynda T. Bui
Chapter 7 trustee for the bankruptcy estate of
In re Martin Villasenor,
Case No. 6:24-bk-13864-RB

8
9
10
11 DATED: September 24, 2024

By:


Martin Villasenor

12
13 APPROVED AS TO FORM:

LAW OFFICE OF GABRIEL CHAVEZ

14
15 DATED: September 24, 2024

By:

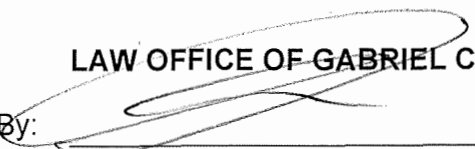

Gabriel Chavez
Attorney for Gabriel Chavez, Debtor

Exhibit 4

Purchase Agreement



CALIFORNIA
ASSOCIATION
OF REALTORS®

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
(C.A.R. FORM RPA, Revised 7/24)

Date Prepared: November 5, 2024

1. OFFER:

- A. THIS IS AN OFFER FROM Usman Muhammad ("Buyer").
B. THE PROPERTY to be acquired is 6739 Sunridge Court, situated
in Fontana (City), San Bernardino (County), California, 92336 (Zip Code),
Assessor's Parcel No(s). 0240391410000 ("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 Relationship" (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 Nazar Kalayji License Number 01479494
Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
Seller's Agent Luis Sabroso License Number 01298445
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 Century 21 Masters License Number 01849354
Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
Buyer's Agent Laura Elisa Avila License Number 01762509
Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
C. ☐ 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 17 pages. The Parties are advised to read all 17 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B (cash)	Purchase Price	<u>\$ 670,000.00</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	33A	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>\$ 6,700.00</u> (<u>1.00</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 type="checkbox"/> (date)
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.)	<u>\$</u> (<u></u> % 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 Points If FHA or VA checked, Deliver list of lender required repairs	<u>\$ 536,000.00</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 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 Points	<u>\$</u> (<u></u> % of purchase price) Fixed rate or <input type="checkbox"/> Initial adjustable rate • not to exceed % • Buyer to pay up to points to obtain rate above	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>\$ 127,300.00</u>	
		PURCHASE PRICE TOTAL	<u>\$ 670,000.00</u>	

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RPA REVISED 7/24 (PAGE 1 OF 17)

Buyer's Initials

U. M.

Seller's Initials

AS



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 1 OF 17)

Big Block Realty Executives, 518 Queensland Circle Corona CA 92729
Laura Avila

Phone: 714 805-1367
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201
www.lwolf.com

Usman

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 checked="" 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).		
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	
I	Intentionally Left Blank			
J	16	Final Verification of Condition	5 (or ____) Days prior to COE	
K	23	Assignment Request	17 (or ____) Days after Acceptance	
L	CONTINGENCIES		TIME TO REMOVE CONTINGENCIES	
L(1)	8A	Loan(s)	17 (or ____) 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 ____) 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>10</u>) Days after Acceptance	REMOVAL OR WAIVER OF CONTINGENCY: Any contingency in L(1)-L(8) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR-B) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8I. <input type="checkbox"/> CR-B attached
		Informational Access to Property	17 (or ____) 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	Insurance	17 (or ____) Days after Acceptance	
L(5)	8E, 14A	Review of Seller Documents	17 (or ____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(6)	8F, 13A	Preliminary ("Title") Report	17 (or ____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(7)	8G, 11L	Common Interest Disclosures Per Civil Code § 4525 or Agreement	17 (or ____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(8)	8H, 9B(6)	Review of leased or liened items (E.g. solar panels or propane tanks)	17 (or ____) Days after Acceptance, or 5 Days after Delivery, whichever is later	
L(9)	8K	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.	C.A.R. Form SIP attached if 29 or fewer days. C.A.R. Form RLAS attached if 30 or more days.
M(2)	7D	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)	
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	
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)	32	Evidence of representative authority	3 Days after Acceptance	
O	Intentionally Left Blank			



P	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 type="checkbox"/> Dishwasher(s); <input type="checkbox"/> Microwave(s); Additional Items Included: <input type="checkbox"/> _____ <input type="checkbox"/> _____		
P(2)		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"/> Environmental <input type="checkbox"/> Other _____
Q(2)		Optional Wildfire Disclosure Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ Provided by: _____	
Q(3)		(A) _____ Report (B) _____ Report	<input type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both _____ <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 checked="" 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 checked="" type="checkbox"/> Both _____ Escrow Holder: <u>seller's choice</u>	<input 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 Co. (if different from Escrow Holder): <u>seller's choice</u>	
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 type="checkbox"/> Seller <input type="checkbox"/> Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(15)		Private transfer fees	Seller, or if checked, <input type="checkbox"/> Buyer <input type="checkbox"/> Both _____	
Q(16)		TC fee _____ fees or costs	<input checked="" type="checkbox"/> Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both \$500	
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 checked="" type="checkbox"/> Seller <input type="checkbox"/> Both _____ Issued by: <u>13-Month CRES Advantage by Fidelity Home Warranty</u> <input type="checkbox"/> Buyer waives home warranty plan	If Seller or Both checked, Seller's cost not to exceed \$ 700.00
R	OTHER TERMS: <u>Buyers to assume solar lease.</u>			



4. PROPERTY ADDENDA AND ADVISORIES: (check all that apply)

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 BXA) ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- ☐ 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 26, If initiated 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.

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EXHIBIT "4"

Date: November 5, 2024

Property Address: 6739 Sunridge Court, Fontana, CA 92336

E. **REVIEW OF SELLER DOCUMENTS:** This Agreement is, as specified in paragraph 3L(5), contingent upon Buyer's review and approval of Seller's documents required in paragraph 14A.

F. **TITLE:**

(1) This Agreement is, as specified in paragraph 3L(6), 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.

G. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE):** This Agreement is, as specified in paragraph 3L(7), contingent upon Buyer's review and approval of Common Interest Disclosures required by Civil Code § 4525 and under paragraph 11L ("CI Disclosures").

H. **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(8), 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(8), refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or lienied items.

I. **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.

J. **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.

K. **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(9).

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.

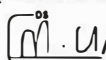
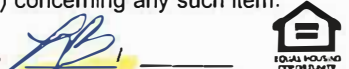
Note: If Seller does not intend to include any item specified as being included above because it is not owned by Seller, whether placed on the Property by Agent, stager or other third party, the item should be listed as being excluded in paragraph 3P(2) or excluded by Seller in a counter offer.

(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.


Date: November 5, 2024

- (7) Seller represents that all items included in the purchase price, unless Otherwise 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 the 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-Ross 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.

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Property Address: 6739 Sunridge Court, Fontana, CA 92336

Date: November 5, 2024

- (4) In the event Seller or Seller's Agent, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer 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(5) OR 5 Days after Delivery of any disclosures specified in paragraphs 11A, 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).

RPA REVISED 7/24 (PAGE 8 OF 17)

Buyer's Initials

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Seller's Initials

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 8 OF 17)

Produced with Lona Wolf Transactions (zipForm Edition) 717 N. Main and St. Suite 2200, Dallas, TX 75201 www.lwolf.com

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EXHIBIT "4"

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Date: **November 5, 2024**

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EXHIBIT "4"

- 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.
19. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- 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, 31, 32, 33, and 34. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A 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.
 - 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.
 - 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.
 - Agents are not a party to the escrow, except for Brokers for the sole purpose of compensation pursuant to paragraph 18A. If a Copy of the separate compensation agreement(s) 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). Escrow Holder shall provide to Buyer and Seller, either jointly or separately, a closing statement or other written documentation showing the amount of compensation paid to, respectively, Buyer's Broker and Seller's Broker. 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.
 - 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.
 - 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.
 - 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 27A.



Date: November 5, 2024

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:** The following words are defined terms in 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). A document, or as applicable link to a document, shall be deemed to be "in possession" if it is located in the inbox for the applicable Party or Authorized Agent; or (ii) an Electronic Copy of the document, or as applicable, link to the document, has been sent to the designated electronic delivery address specified in the Real Estate Broker Section, unless Otherwise Agreed in C.A.R. Form DEDA. 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 (C.A.R. Form DEDA). 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 33 or paragraph 34.
 - 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.

RPA REVISED 7/24 (PAGE 13 OF 17)

Buyer's Initials

M. U.

Seller's Initials

AB



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (RPA PAGE 13 OF 17)

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EXHIBIT "4"

26. 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

M.U.

Seller's Initials

[Signature]

27. 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 28B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 28C; and (iii) Agent's rights and obligations are further specified in paragraph 28D. These terms apply even if the Arbitration of Disputes paragraph is not initiated.

28. 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

M.U.

Seller's Initials

[Signature]

Property Address: **6139 Sunridge Court, Fontana, CA 92336****29. FAIR APPRAISAL ACT NOTICE:**

- A. 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.
- B. 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/complain/> or call (916) 552-9000 for further information on how to file a complaint.

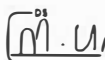
30. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counter 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.

31. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is 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.

32. LEGALLY AUTHORIZED SIGNER: Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 33 or 34 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 3 Days after Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

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EXHIBIT "4"

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. 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.
4. Agents' Signatures and designated electronic delivery address:

☐ 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.

☐ 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.

Buyer's Initials M. U. Seller's Initials [Signature]

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



EQUAL HOUSING
AMERICAN SOCIETY



CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER'S INVESTIGATION ADVISORY

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

Property Address 6739 Sunridge Court, Fontana, CA 92336

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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BIA REVISED 12/21 (PAGE 1 OF 2)



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

Big Block Realty Executives, 518 Queensland Circle Corona CA 92879
Laura Avila

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Phone: 714 805-1367

Fax:

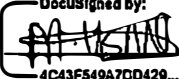
www.lwof.com

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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.

DocuSigned by:
Buyer  Usman Muhammad Date 11/5/2024
4C43F549A7DD429...
Buyer _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020

BIA REVISED 12/21 (PAGE 2 OF 2)



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

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Usman

EXHIBIT "4"



**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  ATF Martin Villasenor Date 11/18/24
Seller DocuSigned by: Date 11/17/2024
Buyer  Usman Muhammad Date 11/17/2024
Buyer 4C43F549A7DD429... Date _____
Buyer's Brokerage Firm Century 21 Masters DRE Lic # 01849354
By  DRE Lic # 01762509 Date 11/5/2024
Seller's Brokerage Firm Nazar Kalayji DRE Lic # 01479494
By Luis Sabroso DRE Lic # 01298445 Date _____

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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)

Big Block Realty Executives, 518 Queensland Circle Corona CA 92879
Laura Avila

Phone: 714 805-1367 Fax: _____
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Usman

EXHIBIT "4"

**FAIR HOUSING AND DISCRIMINATION ADVISORY**

(C.A.R. Form FHDA, Revised 6/23)

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 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/Housing Providers
 - 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;

**FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 1 OF 2)**

- E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
- 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 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):
- Failing to allow that person to keep the service animal or emotional support animal in rental property,
 - Charging that person higher rent or increased security deposit, or
 - 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:**
- 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.
 - Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
 - 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.
 - 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").
 - 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.
- Federal: https://www.hud.gov/program_offices/fair_housing_equal_opp
 - State: <https://calcivilrights.ca.gov/housing/>
 - Local: local Fair Housing Council office (non-profit, free service)
 - DRE: <https://www.dre.ca.gov/Consumers/FileComplaint.html>
 - Local Association of REALTORS®. List available at: <https://www.car.org/en/contactus/rosters/localassociationroster>.
 - 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.
- Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
 - 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;
 - 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;
 - 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
 - Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
 - 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/Housing Provider have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant Usman Muhammad Date 11/5/2024

Buyer/Tenant 4C43F549A79D4729.. Date _____

Seller/Housing Provider ATF Martin Villasenor Date 11/18/24

Seller/Housing Provider _____ Date _____

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FHDA REVISED 6/23 (PAGE 2 OF 2)

FAIR HOUSING AND DISCRIMINATION ADVISORY (FHDA PAGE 2 OF 2)





CALIFORNIA
ASSOCIATION
OF REALTORS®

BUYER HOMEOWNERS' INSURANCE ADVISORY

(C.A.R. Form BHIA, 6/24)

- 1. IMPORTANCE OF OBTAINING PROPERTY INSURANCE:** If the property you are purchasing is destroyed or damaged due to natural disaster or accident or some other event, insurance may be available to help with the cost of repair or rebuilding. In the absence of property insurance, the homeowner would be responsible for the full expense. If the property is purchased with a loan, or refinanced, the lender will require an insurance policy protecting its interest. Insurance policies can cover damage due to one or more of the following: fire, flood, earthquake and other causes. The policy or an insurance broker should be consulted to determine when coverage applies and whether a supplement or rider can be purchased to provide additional coverage or if a separate policy is necessary.
- 2. PROPERTY INSURANCE AND PURCHASE CONTRACT TERMS:** Your real estate purchase contract may contain a contingency that gives you the right to legally cancel the agreement within a specified time if you are unable to obtain or afford property insurance. This cancellation right may be a specific contingency pertaining to insurance or may be part of an overall investigation contingency. If buyer waives or removes the applicable contingency before determining the availability and cost of property insurance, buyer is acting against the advice of broker. Additionally, if the property is part of an HOA, lenders may require and buyers will want to know that the HOA has adequate insurance to cover the areas for which the HOA is responsible.
- 3. CALIFORNIA'S PROPERTY INSURANCE MARKET:** Some insurance carriers in California have stopped issuing new property insurance policies and others are limiting the number and location of new policies, due to rising replacement costs and an increase in natural disasters. These changes may affect both the availability and cost of insurance. However, over 50 insurance carriers are admitted to sell property insurance in California so it may be possible to obtain insurance even if some carriers will not write a new policy covering the property you intend to buy. An insurance broker may also be able to find a non-admitted insurance carrier offering to insure the property you intend to buy. Because locating an affordable insurance policy could take time and effort, buyers are advised to make all insurance inquiries as early in the home buying process as possible.
- 4. INSURANCE CONDITIONS:** Many insurance carriers impose physical condition standards before issuing a policy, or reserve the right to cancel policies even after they are issued, if certain minimum standards are not confirmed in an inspection or otherwise. Physical conditions standards could include, but are not limited to, prohibition of "knob and tube" electrical wiring, requirements related to piping/plumbing materials, standards related to the age and/or quality of the roof or foundation, minimal safety standards related to handrails, tripping hazards, and defensible space requirements.
- 5. RESOURCES:** The California Department of Insurance (DOI) maintains a website addressing Residential Home insurance. Resources on this State government webpage include: (i) Top Ten tips for Finding Residential Insurance; (ii) Residential Insurance Company Contact List; (iii) Home Insurance Finder; and (iv) information on other insurance issues. The webpage also includes information on how to contact the DOI, and suggestions on what to do if you cannot find insurance. The webpage and link to other documents is located at <https://www.insurance.ca.gov/01-consumers/105-type/5-residential/index.cfm>.
- 6. BROKER RECOMMENDATION:** Buyer is advised to explore available property insurance options early in the home buying process and to consult with a qualified insurance professional of buyer's choosing to understand insurance availability and cost prior to removal of any related contingencies. Real estate brokers do not have expertise in this area.

By signing below, Buyer acknowledges that Buyer has read, understands, and has received a copy of this Buyer Homeowners' Insurance Advisory.

DocuSigned by:
Buyer  Usman Muhammad Date 11/5/2024
Buyer 4C43F649A7DD428... Date _____

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BHIA 6/24 (PAGE 1 OF 1)



BUYER HOMEOWNERS' INSURANCE ADVISORY (BHIA PAGE 1 OF 1)

Big Block Realty Executives, 518 Queensland Circle Corona CA 92879
Laura Avila

Phone: 714 865-1367 Fax:
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Usman

EXHIBIT "4"



CALIFORNIA
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**WIRE FRAUD AND ELECTRONIC FUNDS
TRANSFER ADVISORY**
(C.A.R. Form WFA, Revised 12/21)

Property Address: 6739 Sunridge Court, Fontana, CA 92336 ("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		<u>Usman Muhammad</u>	Date <u>11/5/2024</u>
Buyer/Tenant			Date
Seller/Landlord		<u>MVF</u> <u>Martin Villasenor</u>	Date <u>11/18/24</u>
Seller/Landlord			Date

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

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Usman

EXHIBIT "4"



CALIFORNIA
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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.

DocuSigned by:
Buyer/Seller/Landlord/Tenant Usman Muhammad Date 11/5/2024
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)

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Usman

EXHIBIT "4"



CALIFORNIA
ASSOCIATION
OF REALTORS®

**DISCLOSURE REGARDING
REAL ESTATE AGENCY RELATIONSHIP**

(As required by the Civil Code)
(C.A.R. Form AD, Revised 8/24)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code §§ 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 §§ 2079.13 to 2079.24, Inclusive, of the Civil Code set forth on page 2. Read it carefully.

Note: Real estate broker commissions are not set by law and are fully negotiable.

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: Usman Muhammad Date 11/5/2024
☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant 4C43F849A7DD429... Date _____

Agent Century 21 Masters DRE Lic. # 01849354
By Laura Elisa Avila DRE Lic. # 01762509 Date 11/5/2024
A4EB1D1B890C48E... (Salesperson or Broker-Associate, if any)

AD REVISED 8/24 (PAGE 1 OF 2)



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

Big Block Realty Executives, 518 Queensland Circle Corona CA 92739
Laura Avila

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 714 805-1367

Fax:

www.lwot.com

Usman

EXHIBIT "4"

2079.13. As used in this section and §§ 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with § 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with § 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 a 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 § 1940) of Title 5, (3) a mobilehome, as defined in § 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in § 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 § 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 § 18007 of the Health and Safety Code, or a mobilehome as defined in § 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in § 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) "Single-family residential property" or "single-family residential real property" means any of the following: (1) Real property improved with one to four dwelling units, including a leasehold exceeding one year's duration. (2) A unit in a residential stock cooperative, condominium, or planned unit development. (3) A mobilehome or manufactured home when offered for sale or sold through a real estate broker pursuant to § 10131.6 of the Business and Professions Code. (m) "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 § 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "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. (o) "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 § 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in § 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 § 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 § 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 § 2079.14 and § 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.





SELLER MULTIPLE COUNTER OFFER No. 1
(C.A.R. Form SMCO, Revised 6/23)

Date 11/07/2024

This is a counter offer to the Purchase Agreement, OR ☐ Buyer Counter offer No. _____, ☐ Other _____ ("Offer"),
dated 11/05/2024, on property known as 6739 Sunridge Court, Fontana, CA 92336 ("Property"),
between Usman Muhammad ("Buyer")
and Lynda T. Bui ATF in re Villasenor ("Seller").
Buyer and Seller are referred to as the "Parties."

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:
 - A. The Liquidated Damages and Arbitration of Disputes paragraphs in the Offer each require initials by all Parties. If either of those paragraphs is not initialed by all Parties, that paragraph is excluded from the final agreement unless specifically referenced for inclusion in paragraph 1D of this or another Counter Offer.
 - B. Unless Otherwise Agreed or altered in another Counter Offer, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but the dollar amount of any initial and increased deposit and Seller credits shall remain unchanged from the original Offer.
 - C. Unless Otherwise Agreed or altered in another Counter Offer, if in the original offer (such as paragraph 3L(2) of the RPA) the appraisal contingency amount is lower than the original offered price, then the dollar amount of any difference ("Appraisal Gap") shall remain unchanged and be deducted from the final contract price to create the final appraisal contingency amount. (For example, if the purchase price in the offer is \$1,000,000, and Buyer reduces the appraisal contingency value to \$950,000, the "Appraisal Gap" is \$50,000. If the purchase price is increased to \$1,200,000 as a result of this counter offer, the appraisal contingency value shall be adjusted to \$1,150,000 (\$1,200,000 less \$50,000). If the property appraises below \$1,150,000, Buyer may exercise the appraisal contingency right to cancel this Agreement.)
 - D. **OTHER TERMS:** 1- Purchase price to be \$680,000. 2) Buyers agent 1% 3) Escrow to be 25 days
4) Sellers choice on Escrow & Title company 5) Buyer to send an executed home inspection waiver. 6) Buyer to
assume Solor lease 7) All other contingencies to be completed within 12 days, No Appraisal Contingency 8) Seller
will not pay for termite, repairs, home warranty, buyer is accepting home in current & AS IS condition. 9) Remove
Q11. 10) Buyer to increase down payment to 30% 11) Buyer will make any repairs suggested by appraisal to get
loan funded
 - E. The following attached documents are incorporated into this Seller Multiple Counter Offer when Signed and Delivered by both Parties (if both Parties do not Sign and Deliver all attached addenda then any acceptance of this Seller Counter Offer is not valid):
 - ☐ Addendum No. _____ (C.A.R. Form ADM)
 - ☐ Back Up Offer Addendum (C.A.R. Form BUO)
 - ☒ Seller License to Remain in Possession Addendum (C.A.R. Form SIP) (occupancy up to 29 days)
 - ☐ Seller Purchase of Replacement Property (C.A.R. Form SPRP)
 - ☐ Tenant Occupied Property Addendum (C.A.R. Form TOPA)
 - ☐ Residential Lease After Sale (C.A.R. Form RLAS) (occupancy for 30 or more days)
 - ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
 - ☐ Other _____ ☐ Other _____
2. **BINDING EFFECT:** Seller is making Multiple Counter Offers to other prospective Buyers on terms that may or may not be the same as in this Multiple Counter Offer. This Multiple Counter Offer does not bind Seller and Buyer unless all of the following occur in the times specified below: Seller Signs in paragraph 5, Buyer Signs in paragraph 7, Seller signs in paragraph 8, and Buyer receives a Copy of the Multiple Counter Offer with all of the signatures. (Note: Prior to the completion of all of the foregoing, Buyer and Seller shall have no duties or obligations for the purchase or sale of the Property.)
3. **EXPIRATION OF SELLER MULTIPLE COUNTER OFFER:** This Multiple Counter Offer shall be deemed revoked and the deposits shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in paragraph 5 (if more than one Seller, then the last date) (or by ☐ AM ☐ PM on _____ (date)), (i) this Seller Multiple Counter Offer is Signed in paragraph 7 by Buyer, and (ii) a copy of the Multiple Counter Offer Signed by Buyer is personally received by Seller or Seller's Authorized Agent.
4. **MARKETING TO OTHER BUYERS:** Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Seller selection of this Multiple Counter Offer.
5. **OFFER: SELLER MAKES THIS MULTIPLE COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY. BY MAKING THIS COUNTER OFFER, ANY PREVIOUS OFFER OR COUNTER OFFER CAN NO LONGER BE ACCEPTED.** The terms and conditions of those documents are incorporated into this Seller Multiple Counter Offer unless Otherwise Agreed.

Lynda T. Bui ATF in re Villasenor Date 11/18/24

Date _____
6. **ACCEPTANCE OF SELLER MULTIPLE COUNTER OFFER:** Buyer's acceptance of this Seller Multiple Counter Offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by 5:00 PM on the fourth Day after the date Seller Signs in paragraph 5 (if more than one Seller, then the last date) (or by ☐ AM ☐ PM on _____ (date) (i) it is Signed in paragraph 8 by Seller, and (ii) a copy of this Seller Multiple Counter Offer signed by Seller in paragraph 8 is personally received by Buyer or Buyer's Agent who is authorized to receive it.

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SMCO REVISED 6/23 (PAGE 1 OF 2)



SELLER MULTIPLE COUNTER OFFER (SMCO PAGE 1 OF 2)

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Phone: 7148694803

Fax: 8882440803

www.lwolf.com

6739 Sunridge

EXHIBIT "4"

7. ACCEPTANCE: Buyer accepts the above Multiple Counter Offer (If checked ☐ SUBJECT TO THE ATTACHED COUNTER OFFER ~~Not Signed by~~) and acknowledges receipt of a Copy.

Usman Muhammad Date 11/12/2024
Date _____
4C43F549A7DD429...

8. SELECTION OF ACCEPTED MULTIPLE COUNTER OFFER: NOTE TO SELLER: Do NOT Sign in this box until after Buyer Signs in paragraph 7. DO NOT Sign in this box if this Seller Multiple Counter Offer is subject to an attached Counter Offer.

- A. Seller accepts this Seller Multiple Counter Offer.

[Signature] Date 11/15/24
Date _____

- OR B. ☐ Seller accepts this Seller Multiple Counter Offer in Back-Up position No. _____. Back-Up Offer Addendum (C.A.R. Form BUO), dated _____, attached.

Date _____
Date _____

This Seller Multiple Counter Offer in Back-Up position shall be deemed revoked and the deposits shall be returned to Buyer unless by 5:00 PM on the third Day after the date Seller Signed in paragraph 8B (if more than one Seller, then the last date) (or ☐ by ☐ AM ☐ PM on _____ (date)), (i) this Seller Multiple Counter Offer in Back-Up position is Signed by Buyer below and the attached BUO is Signed by Buyer, and (ii) copies of both are personally received by Seller or Seller's Authorized Agent.

Date _____
Date _____

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SELLER MULTIPLE COUNTER OFFER (SMCO PAGE 2 OF 2)

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6739 Sunridge

EXHIBIT "4"





**SELLER PAYMENT (CONCESSION)
FOR BUYER'S BROKER'S COMPENSATION**
(C.A.R. Form SPBB, Revised 7/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated 11/05/2024, ("Agreement")
on property known as 6739 Sunridge Court, Fontana, CA 92336 ("Property")
in which Usman Muhammad is referred to as "Buyer",
and Lynda T. Bui ATF in re Villasenor is referred to as "Seller".
and Century 21 Masters is referred to as "Buyer's Broker"
and FIV Realty Co. is referred to as "Seller's Broker."

Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker).

1. SELLER PAYMENT TO BUYER'S BROKER:

- A. **AMOUNT:** Subject to paragraph 1B below, Seller agrees to pay Buyer's Broker 1.000 % of the purchase price AND, if any, _____ OR, if checked ☐ \$ _____ out of the transaction proceeds.
- B. **MAXIMUM SELLER PAYMENT OBLIGATION:** Seller shall only be obligated to pay Buyer's Broker the lesser of: (i) the amount specified in paragraph 1A, or (ii) the amount Buyer is obligated to pay Buyer's Broker pursuant to their Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker. If there is no Buyer Representation Agreement, then Seller has no obligation to pay Buyer's Broker.

2. **BUYER REPRESENTATION REGARDING COMPENSATION:** Buyer represents that, as of the date signed by Buyer below, Buyer has a signed representation agreement with Buyer's Broker and the amount specified in paragraph 1A is no more than the amount Buyer is obligated to pay Buyer's Broker pursuant to that Buyer Representation Agreement, and if applicable less any amount that others have agreed to pay Buyer's Broker.
3. **DELIVERY OF BUYER REPRESENTATION AGREEMENT:** Buyer authorizes Buyer's Broker and, if applicable, escrow holder, upon request, to deliver to Seller or Seller's Broker a copy of the portion of the Buyer Representation Agreement identifying the compensation Buyer has agreed to pay Buyer's Broker, such as the last page of C.A.R. Form BRBC.
4. **THIRD PARTY BENEFICIARY:** Seller acknowledges and agrees that Buyer's Broker is a third-party beneficiary of this agreement and may pursue Seller for failure to pay the amount specified in this document.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept, and have received a Copy of this Seller Payment (Concession) for Buyer's Broker's Compensation.

Buyer _____ Usman Muhammad Date _____
Buyer _____ Date _____
Seller [Signature] Lynda T. Bui ATF in re Villasenor Date 11/18/24
Seller _____ Date _____

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SPBB REVISED 7/24 (PAGE 1 OF 1)



SELLER PAYMENT (CONCESSION) FOR BUYER'S BROKER'S COMPENSATION (SPBB PAGE 1 OF 1)

Provident Real Estate, 5329 Hammer Ave Suite 601 Eastvale CA 91752 Phone: 7148694803 Fax: 8882440803 6739 Sunridge
Nino Sabroso Produced with Lone Wolf Transactions (zipform Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwlf.com

EXHIBIT "4"

**Addendum to Counteroffer No. 1 Purchase and Sale of
6739 Sunridge Ct., Fontana, California**

This is an Addendum to Counteroffer No. 1 ("**Counteroffer**") to the November 5, 2024, "California Residential Purchase Agreement and Joint Escrow Instructions" received from **Usman Muhammad** ("**Buyer's Offer**") for the purchase of the real property commonly known as **6739 Sunridge Ct., Fontana, California, San Bernardino County** ("**Property**"), by **Usman Muhammad** ("**Buyer**") from Lynda T. Bui, solely in her capacity as the Chapter 7 Trustee ("**Seller**") and, together with Buyer, the "**Parties**"), for the Bankruptcy Estate of ***In re Martín Villasenor***, Bankruptcy Case No.: **6:24-BK-13864-RB** ("**Debtor**").

When fully-executed below, this Counteroffer will constitute conclusive evidence of the contract for the sale and purchase of the Property (the "**Sale**") and the Parties' agreement for the Sale, subject to approval by the Bankruptcy Court in the Debtor's Bankruptcy case and further or more complete documentation in Seller's discretion. **This Counteroffer Supersedes the Buyer's Offer.** Seller may elect to deem this Counteroffer the definitive agreement between the Parties regarding the Sale.

1. Address of the Property: **6739 Sunridge Ct., Fontana , CA 92336.**
2. Purchase Price: The purchase price for the Property shall be **\$680,000.00**; all cash (the "**Purchase Price**").
3. Initial Deposit: Within three (3) business days following Buyer's execution of this Counteroffer, Buyer shall deliver to escrow, together with an executed copy of this Counteroffer, the sum of **\$6,700.00**, to be applied toward the Purchase Price (the "**Deposit**"), as follows:

Antonia Delgado, Escrow Officer
A & A Escrow Services, Inc.
15250 Ventura Blvd, Suite 715
Sherman Oaks, CA 91403
Telephone: (310) 550-6055; Facsimile: (310) 550-6130
Email: antonia@aaescrow.com

Without limiting the generality of the foregoing, Buyer's silence shall be deemed an acceptance and affirmative election to proceed with the Sale without any further contingencies or due diligence requirements.

4. **Due Diligence Period:** Buyer acknowledges that he/she/it is familiar with the Property and has previously viewed the Property. As of the execution of this Counteroffer, Buyer has completed his/her/its due diligence ("**Due Diligence Deadline**").
5. **Bankruptcy Court Approval:** The Sale is expressly subject to Bankruptcy Court approval in the Debtor's bankruptcy case. As soon as reasonably practical following expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel, the Seller will file a motion to approve the Sale with the Bankruptcy Court pursuant to section 363 of the United States Bankruptcy Code (11 U.S.C. § 363) (the "**Sale Motion**"). As part of such motion, the Seller will request a finding of the Buyer's "good faith" in accordance with section 363(m) of the Bankruptcy Code.
6. **Tender of Balance of Purchase Price/Closing:** The Sale shall close, with Buyer tendering the full Purchase Price, not more than fifteen (15) calendar days after the entry of an order of the Bankruptcy Court authorizing the Sale.
7. **Property Sold "As is" "Where is":** The Buyer acknowledges that the Seller is a Trustee appointed to administer a Bankruptcy Estate. The Seller and or Seller's agents have not, and will not, inspect the Property or determine its condition, fitness or use for any particular purpose, nor will any of them provide any written disclosures, guarantees or warranties of any kind. Seller and Seller's agents are exempt from complying with the requirements of Article 1.5 of the California Civil Code Sections 1102-1102.17 relating to disclosures upon transfer of real property. **The sale shall be "as-is" and "where is" with no warranty or recourse whatsoever.** If any state or local ordinance laws require that the Property be brought into compliance, the Buyer, at his/her/its sole expense, shall comply with and pay for any such requirements.
8. **Transfer of Property:** Transfer of the Property by Seller shall be by Trustee's Fiduciary Quitclaim Deed. The Seller shall convey and the Buyer shall accept the marketable title to the Property that will be insured by Fidelity National Title Company, without material exception, subject only to the terms of this Counteroffer and any further documentation of the Sale consistent with this Counteroffer.
9. **Liens, Claims, Encumbrances and Interests:** The Sale shall be free and clear of such Liens, with the extent, validity and priority of such liens to attach to the net proceeds of the Sale.
10. **Assessments, Taxes and Escrow fees:** The following assessments, taxes and other costs shall be allocated as follows: (a) all allowable assessments and real property taxes shall be prorated through the closing date of the

Sale to the applicable accounts of the Seller and the Buyer, such that the amounts applicable to the account of the Buyer shall not be deducted from the Purchase Price; (b) escrow fees shall be split equally between the Buyer and the Seller (50/50), such that the amounts allocable to the Buyer shall not be deducted from the Purchase Price; (c) the Seller shall pay real property transfer tax (County and State only) and the costs of a standard issue title insurance policy, such that these taxes and costs shall not be deducted from the Purchase Price; and (d) City transfer tax shall be split equally between Buyer and Seller (50/50), such that the amount allocable to the Buyer shall not be deducted from the Purchase Price. **All other costs are at Buyer's sole expense and are not to be deducted from the Purchase Price.**

11. **Overbid:** The Sale is subject to notice to creditors and other parties and shall be subject to higher and better bid through and including the hearing on the Sale Motion, pursuant to sale and overbid procedures determined in the Seller's sole discretion and subject to Bankruptcy Court approval. Initial overbid increment will be no less than **\$5,000.00 over the Purchase Price**, and thereafter in minimum increments of no less than **\$1,000.00**.
12. **Brokers and Commissions:** The Buyer is represented by Century 21 Masters DRE License #01849354 and its agent Laura Elisa Avila California DRE License #01762509 (collectively "**Century 21**") and the Seller is represented by FIV Realty, California DRE #01479494 and its agent Luis Nino Sabroso California DRE #01298445 (collective "**FIV**"). Subject to Court approval, the Seller shall pay commission as follows, through escrow: four percent (4%) total of the Purchase Price: 1% to Century 21 and 3% to FIV. **The Trustee reserves the right to request a carve-out or reduction of the commission if doing so is the best interest of the Estate.** No commission shall be due and payable except from the cash proceeds of an actual sale of the Property to the Buyer and upon closing of such sale.
13. **Seller Right to Terminate:** The Seller may decline, at her option and sole discretion, to consummate the Sale for any reason, including without limitation: (a) the dismissal or closure of the Debtor's bankruptcy case; (b) the conversion of the debtor's Chapter 7 bankruptcy case to any other chapter under the Bankruptcy Code; (c) the inability to subordinate any liens on the Property to the expenses of administration; (d) the inability to obtain approval of the Sale by the Bankruptcy Court; or (e) the inability to sell the Property on the terms and conditions set forth herein. The Seller reserves the right, in her sole discretion, to determine not to consummate, and to terminate, the sale of the Property by serving a notice of such termination on the Buyer. No liability or obligations shall accrue to the bankruptcy estate or the Seller, either personally or in her capacity as Trustee, as a result of any such termination. The Buyer's sole remedy, in the event that escrow

fails to close as a result of Seller's inability to close escrow, shall be a refund of the Deposit in full.

14. **Non-Refundability and Forfeiture of Deposit:** Except as set forth above in paragraph 13 to this Counteroffer, immediately upon expiration of the Due Diligence Deadline without Buyer's submission of a Notice to Cancel in accordance with paragraph 3 to this Counteroffer, the entirety of the Deposit shall be absolutely non-refundable and forfeited to the Seller. Notwithstanding the immediately preceding sentence, in the event: (a) the Bankruptcy Court enters an order that does not authorize Seller to sell the Property to the Buyer; or (b) the Bankruptcy Court enters an order that authorizes the sale to another bidder and the Buyer is not a backup bidder, Seller shall refund the entire Deposit to the Buyer within ten (10) calendar days following entry of such order of the Bankruptcy Court. In the event the Buyer is overbid and is a backup bidder, Seller shall refund the entire Deposit to the Buyer only if the Sale closes to the winning bidder and within ten (10) calendar days following such closing.

DS


(Buyer's initials)

_____ (Buyer's initials)

15. **Escrow Instructions:** Escrow instructions shall be signed by Buyer and Seller within thirty (30) calendar days after execution of this Counteroffer. In the event that Buyer is unable to close escrow within fifteen (15) calendar days after entry of the Bankruptcy Court's order authorizing the Sale (the "Closing Date"), the Buyer shall compensate the Seller one hundred dollars (\$100.00) per day for each day beyond the Closing date that the Sale does not close for a total extended period of no more than ten (10) calendar days. Thereafter, the Seller shall have absolute discretion to either: (a) provide further extensions of the Closing Date at the same rate of compensation; or (b) terminate the Sale to the Buyer and retain the entirety of the Deposit as liquidated damages.

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16. Bankruptcy Court Jurisdiction: The Bankruptcy Court for the Central District of California, Riverside Division ("**Court**"), shall have jurisdiction to interpret and enforce the terms of this Counteroffer/agreement. This Counteroffer/agreement shall be construed pursuant to the laws of the State of California, except to the extent preempted by applicable Federal bankruptcy law.

SELLER:

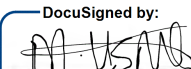
Date: November 14, 2024



Lynda T. Bui, Solely in her capacity as
Chapter 7 Trustee for the Bankruptcy Estate of
In re Martin Villasenor Case No. 6:24-BK-13864-RB

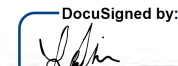
**Read, Understood, Agreed To and Accepted:
Buyer(s):**

Date: November 15, 2024

DocuSigned by:


Usman Mohammad – Buyer

Date: November 15, 2024

DocuSigned by:


Laura Elisa Avila
California DRE License #01762509
Buyer's Agent

Exhibit 5

Notice of Independent Solar Energy Producer Contract and UCC-1 Financing Statement

RECORDING REQUESTED BY
Sunrun Inc.
Operations Department



BOB DUTTON
ASSESSOR - RECORDER - CLERK

C Priority Mail

WHEN RECORDED MAIL TO
Sunrun Inc.
P.O. Box 4387
Portland, OR 97208

Doc#: 2017-0518349

Titles: 1 Pages: 2



Fees	18.00
Taxes	0.00
Other	0.00
PAID	\$18.00

NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT

NOT AN ENCUMBRANCE: THIS NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT IS THE NOTICE REQUIRED UNDER SECTION 2869 OF THE CALIFORNIA PUBLIC UTILITIES CODE AND DOES NOT CONSTITUTE A TITLE DEFECT, LIEN, OR ENCUMBRANCE, AS STATED IN SUCH STATUTE.

TAX NOTICE: Section 73 of the California Revenue and Taxation Code allows a property tax exemption for the mounting of certain types of solar energy systems. The Generation System (as defined herein) is a qualifying active solar energy system, as defined under Section 73, and is exempt from a property tax assessment. This Notice supersedes any prior Notice of an Independent Solar Energy Producer Contract recorded by Sunrun Inc. against the Property described herein.

THIS REAL PROPERTY IS RECEIVING PART OF ITS ELECTRIC SERVICE FROM AN INDEPENDENT SOLAR ENERGY PRODUCER THAT HAS RETAINED OWNERSHIP OF A SOLAR ELECTRIC GENERATION SYSTEM THAT IS LOCATED ON THE REAL PROPERTY. THE INDEPENDENT SOLAR ENERGY PRODUCER PROVIDES ELECTRIC SERVICE TO THE CURRENT OWNER OF THIS REAL PROPERTY THROUGH A LONG-TERM CONTRACT FOR ELECTRIC SERVICE. THE INDEPENDENT SOLAR ENERGY PRODUCER IS REQUIRED TO PROVIDE A COPY OF THE CONTRACT TO A PROSPECTIVE BUYER OF THE REAL PROPERTY WITHIN TEN (10) DAYS OF THE RECEIPT OF A WRITTEN REQUEST FROM THE CURRENT OWNER OF THIS REAL PROPERTY.

THIS NOTICE OF AN INDEPENDENT SOLAR ENERGY PRODUCER CONTRACT ("Notice") is made as of November 27, 2017 by Sunrun Inc. (together with its, successors and assigns, "Sunrun") whose address is 45 Fremont Street, 32nd Floor, San Francisco, CA 94105, whose telephone number is (855) 478-6786, and whose email address is operations@sunrunhome.com. This Notice concerns the Sunrun Residential Solar Customer Agreement, dated July 27, 2017 (the "Agreement"), between the owner of the real property listed below ("Customer") and Sunrun.

RECITALS

A. Pursuant to the Agreement, Sunrun, an independent solar energy producer, has installed a solar facility ("Solar Facility") on real property owned by Customer as follows:

Name: Martin Villasenor
Address: 6739 Sunridge Ct, Fontana, CA, 92336
County: San Bernardino
Parcel #: 0240-391-41-0-000

B. Pursuant to the terms of the Agreement, Sunrun owns the Solar Facility and is responsible for operating, maintaining, and insuring the Solar Facility. Customer is responsible for making monthly lease and/or electricity payments to Sunrun for the term of the Agreement. Notwithstanding anything to the contrary herein, in LADWP territory, the Customer and Sunrun both understand and agree that the Agreement is for the lease of a Solar Facility and not for the purchase and sale of power.

C. The Agreement has a 20 ("LEASE TERM NUMERICAL") year term (the "Initial Term") that is expected to commence on 7/27/2017 and is expected to terminate on 7/27/2037, subject to renewal for additional one year periods (each a "Renewal Term") unless either party to the Agreement gives the other party a termination notice at least thirty (30) days prior to expiration of the Initial Term or Renewal Term, as applicable.

D. If Customer materially breaches the Agreement (whether by assigning the Agreement, failing to make the payments required thereunder or otherwise), Customer must, within thirty (30) days following such breach, either (i) pay Sunrun a termination payment, calculated in accordance with the Agreement (the "Make Whole") or (ii) purchase the Solar Facility for the purchase price specified in the Agreement. If Customer fails to pay the Make Whole or purchase the Solar Facility, Sunrun (subject to any cure rights provided in the Agreement) may disconnect the Solar Facility and/or enter the Property and remove the Solar Facility. At the end of the Initial Term or Renewal Term, Customer may purchase the Solar Facility for the purchase price specified in the Agreement. If Customer does not purchase the Solar Facility, Sunrun may disconnect the Solar Facility and/or enter the Property and remove the Solar Facility.

E. It is the intention of Sunrun and Customer that (i) Sunrun and/or its designated affiliate retain title to the Solar Facility, unless Customer elects to purchase the Solar Facility in accordance with the Agreement, and (ii) the Solar Facility will at all times remain the personal property of Sunrun and shall not at any time constitute a fixture or part of the Property.

F. If Customer sells the Property, the Customer will have the option to either (a) assign the Agreement to the new owner of the Property, provided the new owner of the Property meets with Sunrun's customer credit requirements or (b) purchase the Solar Facility in accordance with the terms of the Agreement. If Customer sells or otherwise transfers the Property without effectuating either option (a) or (b) above, the Customer will have materially breached the Agreement and must, within thirty (30) days following such breach; either (i) pay Sunrun the Make Whole payment or (ii) purchase the Solar Facility for the purchase price specified in the Agreement.

Sunrun Inc.

By: Veronica Lynn Bisesti

Veronica Lynn Bisesti, Manager

State of Oregon

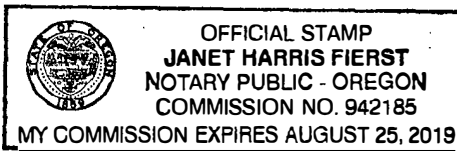
County of Multnomah

On 11/27/17, before me, Janet Harris Fierst, Notary Public, personally appeared Veronica Lynn Bisesti, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janet Harris Fierst (Seal)



RECORDING REQUESTED BY

AND WHEN RECORDED MAIL DOCUMENT TO:

NAME Sunrun, Inc
STREET ADDRESS P.O. BOX 4387
CITY, STATE & ZIP CODE Portland, OR 97208

Recorded in Official Records, County of San Bernardino



BOB DUTTON
ASSESSOR - RECORDER - CLERK

C Priority Mail

12/07/2017
10:20 AM
EM
SAN

Doc#: 2017-0518424

Titles: 1 Pages: 3



Fees	31.00
Taxes	0.00
Other	0.00
PAID	\$31.00

SPACE ABOVE FOR RECORDER'S USE ONLY

UCC1 - Fixture Filing

Title of Document

**THIS AREA FOR
RECORDER'S
USE ONLY**

THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(\$3.00 Additional Recording Fee Applies)

EXHIBIT "5"

Recorded at the Request of and
When Recorded Mail To:
Sunrun, Inc.
P.O. Box 4387
Portland, OR 97208

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) 855-478-6786				
B. E-MAIL CONTACT AT FILER (optional) customer@sunrun.com				
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Sunrun, Inc. P.O. Box 4387 Portland, OR 97208				

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME Villasenor	FIRST PERSONAL NAME Martin	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 6739 Sunridge Ct	CITY Fontana	STATE CA	POSTAL CODE 92336	COUNTRY USA

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

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

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

3a. ORGANIZATION'S NAME Sunrun, Inc.				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 595 Market Street, 29th Floor	CITY San Francisco	STATE CA	POSTAL CODE 94105	COUNTRY USA

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

The collateral described below is located at: 6739 Sunridge Ct, Fontana, CA, 92336

ALL OF THE DEBTOR'S RIGHT, TITLE AND INTEREST IN PHOTOVOLTAIC SOLAR ENERGY EQUIPMENT (IF ANY), INCLUDING BUT NOT LIMITED TO ROOFTOP SOLAR PANELS, ELECTRICAL INVERTERS, CABLES AND WIRES, SUPPORT BRACKETS, RELATED EQUIPMENT, AND ADDITIONS OR REPLACEMENTS OF THE SAME. IN ADDITION, THE SECURITY INTEREST INCLUDES ALL WARRANTIES ISSUED WITH RESPECT TO THE REFERENCED COLLATERAL.

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

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

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

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

8. OPTIONAL FILER REFERENCE DATA:
Acct # SRC1725479503A

UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

EXHIBIT "5"

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here <input type="checkbox"/>				
9a. ORGANIZATION'S NAME				
OR				
9b. INDIVIDUAL'S SURNAME				
Villasenor				
FIRST PERSONAL NAME				
Martin				
ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c				
10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)				
11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):				
13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)		14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing		
15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest): Martin Villasenor		16. Description of real estate: County of: San Bernardino Address of Real Estate: 6739 Sunridge Ct, Fontana, CA, 92336 APN: 0240-391-41-0-000		
17. MISCELLANEOUS:				

UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

EXHIBIT "5"

Exhibit 6

Stipulation Between the Trustee and Homeowners First, LLC

Randall V. Sutter, Esq. (SBN 243040)
John K. Rounds, Esq. (SBN 170531)
ROUNDS & SUTTER, LLP
674 County Square Drive, Suite 108
Ventura, CA. 93003
Tel: (805) 650-7100; Fax: (805) 832-6315
Email: rsutter@rslawllp.com

Attorney for Secured Creditor
Homeowners First, LLC

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – RIVERSIDE DIVISION

In re:

MARTIN VILLASENOR

Debtor.

CASE NO.: 6:24-bk-13864-RB

Chapter 7

**STIPULATION BETWEEN SECURED
CREDITOR HOMEOWNERS FIRST,
LLC AND CHAPTER 7 TRUSTEE
LYNDA BUI RE: PAYMENT ON
SECURED CLAIM**

[No Hearing Required]

This STIPULATION BETWEEN SECURED CREDITOR HOMEOWNERS FIRST, LLC AND CHAPTER 7 TRUSTEE LYNDA BUI RE: PAYMENT ON SECURED CLAIM (“Stipulation”) is hereby entered into between Secured Creditor, Homeowners First, LLC (“Homeowners First”), and Chapter 7 Trustee Lynda Bui (“Trustee”) of the above-captioned bankruptcy estate, as follows:

I. RECITALS

A. On July 7, 2024, Debtor Martin Villasenor (“Debtor”) filed the herein Chapter 7 Bankruptcy Case, Case Number 6:24-bk-13864-RB, in the United States Bankruptcy Court, Central District of California, Riverside Division (“Bankruptcy Case”).

1 B. The duly appointed and authorized trustee of the Bankruptcy Case estate is
2 Chapter 7 Trustee is Lynda T. Bui.

3 C. Among the assets of the bankruptcy estate is the Debtor's real property residence
4 located at 6739 Sunridge Court, Fontana, CA. 92336 (incorrectly listed as "6739 Sungold Ct" in
5 the Debtor's Bankruptcy Case Voluntary Petition) ("Property"). [Court Docket No. 1]

6 D. The Debtor listed the fair market value of the Property in his Bankruptcy Case
7 Schedule A/B at \$690,000.00. The Debtor lists Bank of America having a secured 1st deed of
8 trust claim against the Property in the amount \$486,689.00 on his Bankruptcy Case Schedule D.
9 The Debtor does not claim the Property as exempt. [Court Docket No. 1]

10 E. The Debtor filed the Bankruptcy Case to stay the pending foreclosure of the
11 Property by Homeowners First.

12 F. On August 15, 2024, Homeowners First filed a Motion for Relief from the
13 Automatic Stay Under 11 U.S.C. § 362 (as amended) [Court Docket No. 10] ("Relief Motion").
14 Homeowners First claims a secured 2nd deed of trust in the total amount of \$342,633.37 as of
15 the date of the Relief Motion. The hearing on the Relief Motion was scheduled for September
16 13, 2024.

17 G. On August 23, 2024, the Court issued Notice that sufficient assets may become
18 available for a distribution to creditors in the Bankruptcy Case instructing creditors to file their
19 proofs of claim on or before November 26, 2024. [Court Docket No. 14]

20 H. On September 3, 2024, the Court filed and entered an Order approving the
21 stipulation to continue the Relief Motion to December 13, 2024 so that the Trustee could explore
22 the potential of selling the Property through a short sale. [Court Docket No. 20]

23 I. If the Trustee were to sell the Property, after payment of costs of sale, the 1st deed
24 of trust, Trustee fees and expenses, there will likely be not be enough funds to pay Homeowners
25 First secured claim in full and therefore there would be no funds remaining for the bankruptcy
26 estate. In consideration of the Trustee selling the Property, Homeowners First has agreed to the
27 sale of Property—a short sale as necessary—to allow for: (1) full payment of the 1st deed of
28 trust; (2) payment of the costs of the sale; (3) payment of Trustee fees and expenses; (4) an

1 allowance paid to the Debtor; and (5) funds to be distributed to the bankruptcy estate unsecured
2 creditors.

3 J. Now, therefore, to maximize the benefit of the Property to the bankruptcy estate
4 and avoid the foreclosure of the Property, the Trustee and Homeowners First enter into this
5 Stipulation regarding payment of Homeowners First's secured claim.

6
7 **STIPULATION**

8 1. Upon the sale of the Property, Homeowners First is guaranteed no less than 75%
9 of the net proceeds of sale as stated on the Escrow Settlement Statement and defined as follows:

10 CREDITS consisting of financial consideration for purchase of the Property and any
11 applicable prorations or adjustments for various prepaid line items, including but not limited to,
12 property taxes.

13 DEBITS consisting of the following charges:

14 (a) COMMISSION CHARGES NOT TO EXCEED 5.0% OF THE SALES COST
15 OF THE PROPERTY (Seller's Broker and Buyer's Broker);

16 (b) TITLE/TAXES/RECORDING CHARGES (consisting of for example, Owner's
17 Title Insurance, Messenger Fee, Sub Escrow Fee, Wire Fee, Recording
18 Reconveyance, Recording Court Order Approving Sale, Miscellaneous Recording
19 Fees, SB2 Recording Fees, Transfer Tax, Property Taxes);

20 (c) ESCROW CHARGES (consisting of for example, Escrow Fee, 1099 Processing
21 Fee, Drawing Documentation Fee, Wire Fee, Messenger Fees, File Archive Fee);
22 and

23 (d) OTHER DEBITS (consisting of for example, Broker Agent Transaction Fee,
24 Home Warranty Policy, Natural Hazard Disclosure Report).

25 2. Homeowners First will have the right to review and provide its approval, which
26 will not be unreasonably withheld, the estimated Escrow Settlement Statement prior to
27 finalization of the sale of the Property and may object to any unreasonable line items on the
28 Settlement Statement. To ensure there is no delay in the closing of the sale, Homeowners First

1 will review and provide its response to the Escrow Settlement Statement within one business
2 day.

3 3. If there is a surplus of funds in the bankruptcy estate after (1) all costs associated
4 with the sale of the Property are paid (as cited above in Paragraph 1 of this Stipulation); (2) all
5 Trustee fees and expenses are paid; (3) Debtor is paid an allowance of not more than \$5,000.00;
6 and (4) all unsecured creditors are paid in full, then that surplus amount of funds will be paid to
7 Homeowners First.

8 4. Trustee agrees to grant authority to Homeowners First to object to any proofs of
9 claim filed in the Bankruptcy Case should Homeowners First desire to do so.

10 5. This Stipulation shall be deemed effective immediately upon the entry of an order
11 approving the Stipulation, and the terms hereunder shall be binding and effective upon all
12 affected parties, including and despite any conversion of this Bankruptcy Case to another chapter
13 of the Bankruptcy Code. If the Court does not approve this Stipulation, then this Stipulation shall
14 be deemed null and void and of no force and effect, and all parties to this Stipulation shall retain
15 all rights, claims and/or defenses that they may have against each other.

16 6. This Court shall retain exclusive jurisdiction over the subject matter of this
17 Stipulation in order to resolve any dispute in connection with the rights and duties specified
18 hereunder.

19 7. This Stipulation may be executed in any number of counterparts, any and all of
20 which shall be deemed to be original.

21 8. The undersigned represent and warrant that they have the authority to enter into
22 this Stipulation on behalf of their respective Parties.

23
24 DATED: 11/19/2024

ROUNDS & SUTTER, LLP

25
26 By: 

27 Randall V. Sutter, Esq.
28 Attorney for Secured Creditor
Homeowners First, LLC

1 DATED: 11/18/24

CHAPTER 7 TRUSTEE

2
3 By: 
4 Lynda T. Bui
5 Chapter 7 Trustee
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STIPULATION BETWEEN SECURED CREDITOR HOMEOWNERS FIRST, LLC
AND CHAPTER 7 TRUSTEE LYNDIA BUI RE: PAYMENT ON SECURED CLAIM

EXHIBIT "6"