

|   |                    |
|---|--------------------|
| Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address<br><br>Leonard M. Shulman – State Bar No. 126349<br>Lynda T. Bui – Bar No. 201002<br>Elyza P. Eshaghi – Bar No. 293395<br>SHULMAN HODGES & BASTIAN LLP<br>8105 Irvine Center Drive, Suite 600<br>Irvine, California 92618<br>Telephone: (949) 340-3400<br>Facsimile: (949) 340-3000<br>Email: lshulman@shblp.com; lbui@shblp.com<br><br><input type="checkbox"/> Individual appearing without attorney<br><input checked="" type="checkbox"/> Attorney for: Larry D. Simons, Chapter 7 Trustee | FOR COURT USE ONLY |
|---|--------------------|

|   |   |
|---|---|
| <b>UNITED STATES BANKRUPTCY COURT<br/>CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION</b> |   |
| In re:<br><br>MARIA MERCEDES ROCHA,   | CASE NO.: 6:12-bk-33428-WJ<br>CHAPTER: 7<br><br><div style="text-align: center; border: 1px solid black; padding: 10px;"> <b>NOTICE OF SALE OF ESTATE PROPERTY</b> </div> |

Debtor(s).  
Last Day to Submit Bids: 9/11/2014 at 4:00 pm

Final Bidding Round: 9/15/2014 at 10:00 am

|  |              |
|--|--------------|
| <b>Sale Date:</b> Court Hearing: 9/16/2014 at 10:30 am | <b>Time:</b> |
| <b>Location:</b> See Attached.                         |              |

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 09/02/2014

**Description of property to be sold:** Real Property: 2727 Gateway Street, Apartment 16, Springfield, OR 97477  
 The property is a condominium.

**Terms and conditions of sale:** Free and clear of certain liens pursuant to Bankruptcy Code §§ 363(b)(1) and (f)  
 Purchase price of \$83,000, subject to overbids. See attached for Bid Procedures

**Proposed sale price:** \$ 83,000.00

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):** Potential overbidders must bid an initial amount of at least \$3,000 over the consideration offered by the Buyer, (total of at least \$86,000.) Minium bid increments after that shall be \$2,000.

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:**

September 16, 2014 at 10:30 a.m.

Courtroom 301

U.S. Bankruptcy Court

3420 Twelfth Street

Riverside, CA 92501

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

Lynda T. Bui, Esq. or Elyza P. Eshaghi , Esq.

SHULMAN HODGES & BASTIAN LLP

8105 Irvine Center Drive, Suite 600, Irvine, CA 92618

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: lbui@shbllp.com or eeshaghi@shbllp.com

Date: 08/26/2014

**In re Maria Mercedes Rocha**  
**Case No. 6:12-bk-33428-WJ**

**Attachment to Notice of Sale of Estate Property:**

**I. INTRODUCTION**

Larry D. Simons, Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Maria Mercedes Rocha (“Debtor”), will bring a Motion for Order: (1) Approving the Sale of Real Property of the Estate Free and Clear of Certain Liens Pursuant to Bankruptcy Code §§ 363(b)(1) and (f) and Subject to Overbids, Combined With Notice of Bid Procedures and Request for Approval of the Bid Procedures Utilized; (2) Approving Payment of Real Estate Commission; and (3) Granting Related Relief (“Sale Motion”).

The Trustee received an offer from Matthew Goss (“Buyer”) to purchase the real property located at 2727 Gateway Street, Apartment 16, Springfield, Oregon (“Property”) for \$85,000. The Property is a condominium. The Buyer’s subsequent inspection of the Property revealed that damage to the Property has occurred. It appears that the Debtor may have taken some fixtures. The Trustee has offered the Buyer a \$2,000 reduction on the purchase price to compensate for the repairs the Buyer will need to undertake once escrow closes. As such, the adjusted purchase price will be \$83,000.

This Property has been on the market for over one year. The Buyer’s offer is the result of negotiations between the Trustee and the Buyer for the highest and best offer. Additionally, the sale of the Property will be subject to the Bid Procedures set forth below. The Bid Procedures provide, among other things, that bids must be in writing and be received by the Trustee and the Trustee’s counsel, Shulman Hodges & Bastian LLP to the attention of Lynda T. Bui on or before 4:00 p.m. (California time) on **September 11, 2014**. If overbids are received, **the final bidding round shall be held on September 15, 2014 at 10:00 a.m. (Oregon Time), or if rescheduled, upon telephonic notice to the Buyer and the parties having submitted overbids, at the Trustee’s Broker’s Office, Fred Real Estate Group 474 Williamette Street, Suite 304, Eugene, Oregon 97401**, in order to allow all potential bidders the opportunity to overbid and purchase the Property. (Since the Property is located in Oregon and any potential buyers are likely to live in Oregon, the Trustee or his counsel will attend the final bidding round held in

Oregon via telephonic conference). At the final bidding round, the Trustee or his counsel will, in the exercise of their business judgment and subject to Court approval, accept the bidder who has made the highest and best offer to purchase the Property, consistent with the Bid Procedures.

Through the sale, the Trustee is expected to generate proceeds of \$25,245 for the benefit of the Estate and its creditors. In the event the purchase price is increased by a successful overbid, the estimated net proceeds will increase.

The Court's Claims Register indicates there have been three general unsecured claims filed totaling approximately \$10,254.52. Thus, if the sale is approved, unsecured creditors are expected to receive a meaningful distribution.

In summary, the Trustee believes that good cause exists to grant the Sale Motion so the Trustee does not lose this favorable business opportunity.

## **II. RELEVANT FACTS**

### **A. Case Commencement**

The Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on October 16, 2012.

Larry D. Simons is the duly appointed, qualified and acting Chapter 7 trustee for the Debtor's Estate.

### **B. Claims Against the Estate**

The last day to file proof of claims in this case was May 10, 2013 (government claims were due by April 15, 2013). The Court's Claims Register indicates that there have been three general unsecured claims filed totaling \$10,254.52.

### **C. The Property**

The Debtor's Bankruptcy Schedule A lists ownership of the Property which is located in Lane County, Oregon at 2727 Gateway Street, Apartment 16, Springfield, Oregon 97477. A copy of a preliminary title report on the Property dated August 13, 2014 is attached as Exhibit 1 to the Declaration of Larry D. Simons annexed to the Sale Motion ("Simons Declaration"). The preliminary title report indicates the legal description for the Property as follows:<sup>1</sup>

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

County of Lane, State of Oregon

Unit 4A, DRIFTWOOD VILLA CONDOMINIUM, as platted and recorded in File 73, Slides 349 and 350, Lane County Oregon Plat Records, in Lane County, Oregon, and as set forth and described in the Declaration of Unit Ownership for Driftwood Villa Condominium Recorded February 22, 1980, Reel 1058R, Reception No. 80-09496, Official Records of Lane County, Oregon, together with the percentage ownership in common elements therein described, all in the City of Springfield, Lane County, Oregon.

On her Amended Schedule C (docket 12), the Debtor claimed an exemption in the Property in the amount of \$10,885 pursuant to C.C.P. §703.140(b)(5).

On her Amended Schedule D (docket 12), the Debtor listed two liens against the Property totaling \$50,115 as follows: (1) BAC Home Loans/Countrywide in the amount of \$61,000; and (2) Metco Investment Realty, Inc., in the amount of \$2,115.

True and correct copies of the Debtor's Amended Schedules A, C and D are attached as Exhibit 2 to the Simons Declaration annexed to the Sale Motion.

**D. Employment of Broker, Marketing Efforts and Basis for the Value of the Property**

Pursuant to Court order entered on May 17, 2013 (docket 30), the Trustee was authorized to employ Fred Real Estate Group as his broker and Chris Mills as his real estate agent (collectively the "Broker"), to assist the Trustee in the marketing and sale of the Property. The listing agreement with the Broker provides for a real estate commission to be paid of six percent of the sale price.

The Estate does not have the funds to obtain a formal written appraisal for the estimated value of the Property. On her Amended Schedule A (docket 12), the Debtor valued the Property at \$61,000. The Broker has more than twenty years of experience in the sale of real property as well as property valuations and is familiar with valuing real property in today's economic environment. The Broker inspected the Property and believed that the Property had a higher fair market value than the amount listed in the Debtor's Amended Schedule A. Based on this, the Property was listed for sale at \$78,774.

The Trustee believes that the proposed sale, subject to overbids, will be at fair market value. Given that the sale is subject to overbids, it is anticipated that the Trustee will receive the

best and highest value for the Property and therefore the proposed sale price of the Property is fair and reasonable. Moreover, with the secured payoff to the lender on the Property increasing every month, the Trustee believes the Property must be sold as soon as possible in order to maximize the benefit for the Estate.

**E. Liens and Encumbrances Against the Property and Their Proposed Treatment Through the Sale**

The following chart sets forth the liens and encumbrances against the Property as detailed in the Debtor's Schedule D and the preliminary title report attached as Exhibit 1 to the Simons Declaration annexed to the Sale Motion and also describes the proposed treatment of the liens and encumbrances through the sale:

| <u>Creditor</u>   | <u>Description</u>   | <u>Estimated Amount<br/>Owing</u>  | <u>Treatment of Lien<br/>Through the Sale</u>  |
|---|--|--|--|
| Lane County<br>Treasurer –Tax<br>Collector                      | Real property taxes<br>(estimated)   | \$1,000  | The preliminary title report indicates that real property taxes are paid in full. In any event, all outstanding real property taxes will be paid through escrow on the sale transaction.   |
| City of<br>Springfield  | Utility and user fees,<br>if any   | \$ .00   | The preliminary title report indicates that there are no liens for utility or user fees. In any event, all liens for utility or user fees will be paid through escrow on the sale transaction.   |
| Deutsche Bank<br>National Trust<br>Company as<br>Trustee et al. | Current beneficiary<br>of the Deed of Trust<br>recorded on May 25,<br>2005, instrument<br>number 2005-038355 | \$48,000<br>(amount listed in<br>Debtor's Schedule D<br>for BAC Home<br>Loans/Countrywide) | This lien will be paid through escrow on the sale of the Property. Thus, this lien will be released, discharged and terminated at the close of escrow and the Property will be sold free and clear of this lien and the lien will not attach to the sale proceeds. |

| <u>Creditor</u>  | <u>Description</u>   | <u>Estimated Amount<br/>Owing</u>                    | <u>Treatment of Lien<br/>Through the Sale</u>   |
|--|--|--|---|
| Driftwood Villa<br>Homeowner's<br>Association<br><br>(Listed on<br>Debtor's<br>Schedule D as<br>"Metco<br>Investment<br>Realty, Inc.") | Homeowners'<br>association<br>assessment lien<br>recorded February<br>22, 2010, instrument<br>number 2010-008654 | \$2,115<br>(amount listed in<br>Debtor's Schedule D) | This lien will be paid<br>through escrow on the sale<br>of the Property. Thus, this<br>lien will be released,<br>discharged and terminated<br>at the close of escrow and<br>the Property will be sold<br>free and clear of this lien<br>and the lien will not attach<br>to the sale proceeds. |

All costs of sale, including escrow fees and real estate commissions will be paid at closing. In addition, all outstanding real property taxes and city liens, if any, will be paid through the sale.

**F. The Purchase Offer and Summary of the Sale Terms**

The Buyer offered to purchase the Property for \$85,000. The purchase price includes a deposit of \$1,500. The Buyer's inspection of the Property revealed that damage to the Property has occurred. The Trustee has offered the Buyer a \$2,000 reduction on the purchase price to compensate for the repairs the Buyer will need to undertake once escrow closes. As such, the adjusted purchase price will be \$83,000. Attached as Exhibit 3 to the Simons Declaration annexed to the Sale Motion is a true and correct copy of the Real Estate Sale Agreement and related addendum (collectively the "Agreement").

A summary of the Agreement's terms and highlights are discussed below, but the summary and discussion are not meant to be a complete review of every provision of the Agreement. The Agreement itself is the legally binding document the Trustee seeks approval of and, in the event of any inconsistency between the terms, provisions or effect of the Agreement and the description of it in these pleadings, the Agreement alone shall govern and not these pleadings or the descriptions herein.

In summary, the principal terms of the sale of the Property shall be as follows (the Trustee is referred to at times as the "Seller" in the following summary):

|                                      |   |
|--------------------------------------|---|
| Buyer:                               | Matthew Goss, 4610 Royal Ave., Eugene, OR 97402   |
| Purchase Price:                      | \$83,000, subject to the Bid Procedures set forth below.<br><br>\$1,500 deposit and balance of purchase price to be paid in cash at close of escrow.  |
| Escrow Holder:                       | The escrow holder shall be First American Title Company of Oregon, 2892, Crescent Avenue, Eugene, OR 97408  |
| Escrow, Title and Other Costs:       | Escrow company fees shall be allocated equally between Seller and Buyer. Real property taxes payable by the Seller shall be prorated to close of escrow based upon the latest tax information available.<br><br>No fees shall be paid and no costs shall be reimbursed unless and until ordered by the Bankruptcy Court. Any and all such fees and costs shall be the sole and exclusive liability of and claim against the Debtor's Estate. The Trustee shall not have any personal liability on any account.  |
| Disclosure or Warranty               | As the Seller is a federal bankruptcy trustee, notwithstanding that the Agreement contains disclose or warranty provisions, there will be no warranties or disclosures made concerning the Property.  |
| "As-Is" Sale                         | Buyer is purchasing the Property from the Seller "AS IS" without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the property or the quality of the title thereto, or any other matters relating to the Property. Buyer represents and warrants that Buyer is purchasing the Property as a result of its own investigations and is not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller, except as expressly set forth in the Agreement. Buyer acknowledges that Buyer has inspected the Property, and upon closing of Escrow governed by this Agreement, Buyer forever waives, for itself, its heirs, successors and assigns, all claims against the Debtors, their attorneys, agents and employees, the Estate, Larry D. Simons as Trustee and individually, and his attorneys, the law firm for which he is associated, his agents and employees, arising or which might otherwise arise in the future concerning the Property<br><br>Because the sale of the Real Property is a bankruptcy sale, the sale shall be "as-is" and without any warranties (whatsoever), and any transfer shall be by the Bankruptcy Trustee's Deed or Quitclaim deed at the Seller's option. |
| Bankruptcy Court Approval            | The Agreement is unenforceable and of no legal effect, unless and until approved by the Bankruptcy Court. Any and all sales of the Property are subject to overbid at the time of the hearing on the Sale Motion. If the Buyer is overbid at the auction for the Property in the Bankruptcy Court, the Buyer agrees to release the Seller from any and all obligations under the Agreement other than the return of any deposits made by the Buyer.<br><br>Any Bankruptcy Court Order approving the sale of the Property is subject to a fourteen (14) day waiting period after the entry of said order before any escrow for the sale of the Property may close.   |
| Real Estate Agent Commission         | Through escrow on the sale of the Property, and subject to Court approval, the Trustee shall pay compensation for real estate agent services to the Buyer's agent and the Estate's agent. The agents shall equally split a commission in the amount of six percent of the final purchase price.   |
| Jurisdiction of the Bankruptcy Court | Any and all disputes in connection with the Agreement are subject to the exclusive jurisdiction and venue of the United States Bankruptcy Court hearing in the Bankruptcy Case in Riverside, California.  |



|                             |  |
|-----------------------------|--|
| Sale Subject to Overbidding | The sale of the Property is subject to the Bid Procedures described below. |
|-----------------------------|--|

**A. Notice of the Bid 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 bid procedures (“Bid Procedures”):

1. Potential bidders must bid an initial amount of at least \$3,000 over the Purchase Price, or \$86,000. Minimum bid increments thereafter shall be \$2,000. 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 and the Trustee’s counsel, Shulman Hodges & Bastian LLP to the attention of Lynda T. Bui on or before **4:00 p.m. (California time) on September 11, 2014.**

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

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

5. The bidder must seek to acquire the Property on terms and conditions not less favorable to the Estate than the terms and conditions to which the Buyer has agreed to purchase the Property as set forth in the Agreement attached as Exhibit 3 to the Simons Declaration annexed to the Sale Motion including no contingencies and closing on the sale in the same time parameters as the Buyer.

6. All competing bids must acknowledge that the Property is being sold on an “AS IS” basis without warranties of any kind, expressed or implied, being given by the Seller, concerning the condition of the Property or the quality of the title thereto, or any other matters relating to the Property. The competing bid buyer must represent and warrant that he/she is purchasing the Property as a result of their own investigations and are not buying the Property pursuant to any representation made by any broker, agent, accountant, attorney or employee acting at the direction, or on the behalf of the Seller. The competing bidder must acknowledge that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement, the Buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtor, their attorneys, agents and employees, the Debtor’s Estate, Larry D. Simons as Trustee and individually, and his attorneys, the law firm for which he is associated, Shulman Hodges & Bastian LLP, his agents and employees, arising or which might otherwise arise in the future concerning the Property.

7. If overbids are received, the final bidding round shall be held on **September 15, 2014 at 10:00 a.m. (Oregon Time)**, or if rescheduled, upon telephonic notice to the Buyer and the parties having submitted overbids, at the **Trustee's Broker's Office, Fred Real Estate Group 474 Williamette Street, Suite 304, Eugene, Oregon 97401**, in order to allow all potential bidders the opportunity to overbid and purchase the Property. (Since the Property is located in Oregon and any potential buyers are likely to live in Oregon, the Trustee or his counsel will attend the final bidding round held in Oregon via telephonic conference). At the final bidding round, the Trustee or his counsel will, in the exercise of their business judgment and subject to Court approval, accept the bidder who has made the highest and best offer to purchase the Property, consistent with the Bid 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 her obligation to sell the Property to the Successful Bidder and the Trustee may then sell the Property to the first back-up bidder approved by the Court ("First Back-Up Bidder").

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

**B. Discussion Regarding Overbids**

The Trustee is proposing the sale of the Property to be subject to the Bid Procedures. The Bid Procedures will be provided to all creditors and any potential bidders or parties who have shown an interest in the Property.

In addition, a Notice of Sale of Estate Property will be filed with the Court for posting on the Court's website under the link "Current Notices of Sales", thereby giving notice to additional potential interested parties.

Based on the foregoing, the Trustee believes that under the circumstances of this case, the Property will have been appropriately marketed for bidding.

**C. Costs of Sale**

Pursuant to the Court order approving the employment of the Broker (docket 38), the Broker is entitled to a commission on the sale in the amount not to exceed six percent of the purchase price (\$4,980 based on the Buyer's offer of \$83,000), which will be split between the

Trustee's Broker and the Buyer's real estate broker. Escrow fees shall be split between Buyer and Estate in the manner customary in Lane County, Oregon where the Property is located.

**D. Tax Consequences**

Although it is anticipated there will not be any capital gains tax consequences, at this time, the Trustee does not know what the capital gains taxes liability will be, if any, generated by the sale. In the event that there is any tax liability generated from the sale of the Property that is a liability of the Estate, it is anticipated that such taxes will be paid from the proceeds of the sale.

**E. The Sale Will Be Free and Clear of Liens**

The Property will be sold free and clear of all liens and encumbrances impacting the Property. The Property shall be delivered to the Buyer free and clear of all liens and encumbrances except for those approved by the Buyer. Out of an abundance of caution, any liens and interests against the Property that are not paid resolved through escrow 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.

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: **8105 Irvine Center Drive, Suite 600, Irvine, California 92618**

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF SALE OF ESTATE PROPERTY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **August 26, 2014**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Michael J Bujold [Michael.J.Bujold@usdoj.gov](mailto:Michael.J.Bujold@usdoj.gov) *United States Trustee*
- Elyza P Eshaghi [eeshaghi@shbllp.com](mailto:eeshaghi@shbllp.com), [sswartzell@shbllp.com](mailto:sswartzell@shbllp.com) *Attorney for the Chapter 7 Trustee*
- Timothy L McCandless [tmlawbksb@hotmail.com](mailto:tmlawbksb@hotmail.com), [ylopez.lawoffice@gmail.com](mailto:ylopez.lawoffice@gmail.com), [legal@prodefenders.com](mailto:legal@prodefenders.com) *Attorney for the Debtor*
- Leonard M Shulman [lshulman@shbllp.com](mailto:lshulman@shbllp.com) *Attorney for the Chapter 7 Trustee*
- Larry D Simons (TR) [larry@lsimonslaw.com](mailto:larry@lsimonslaw.com), [c119@ecfbis.com](mailto:c119@ecfbis.com) *Chapter 7 Trustee*
- United States Trustee (RS) [ustpregion16.rs.ecf@usdoj.gov](mailto:ustpregion16.rs.ecf@usdoj.gov) *United States Trustee*

☐ Service information continued on attached page

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

On (*date*) **August 26, 2014**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **August 26, 2014**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**Judge's Copy - Via Messenger**

**Hon Wayne E Johnson, U.S. Bankruptcy Court, 3420 Twelfth Street, Bin Outside Courtroom 302, Riverside, CA 92501-3819**

☐ Service information continued on attached page

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

**August 26, 2014**

**Lorre Clapp**

**/s/ Lorre Clapp**

*Date*

*Printed Name*

*Signature*

**U.S. MAIL SERVICE LIST**

**Buyer**

Matthew Goss  
4610 Royal Ave.  
Eugene, OR 97402

**Buyer's Agent/Broker**

Nicola Calvert  
Equinox Real Estate Investments  
360 E 11th Ave  
Eugene, OR 97401

**Trustee's Agent/Broker**

Chris Mills  
Fred Real Estate Group  
474 Williamette Street Suite 304  
Eugene, OR 97401

**Lienholder**

Driftwood Villa Homeowners' Association  
c/o Metco Investment Realty, Inc.  
Attn Matt Bryson  
1810 15th Street  
Springfield, OR 97477

**CONTINUED ON THE FOLLOWING PAGE.**

**U.S. MAIL SERVICE LIST CONTINUED.**

**DEBTOR**

MARIA MERCEDES ROCHA  
10646 CALABASH AVE  
FONTANA, CA 92337-7011

**INTERESTED PARTY**

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

**COURT NOTICE MATRIX**

BAC HOME LOANS/COUNTRYWIDE  
450 AMERICAN ST  
SIMI VALLEY, CA 93065-6285

**COURT NOTICE MATRIX**

BANK OF AMERICA  
PO BOX 17054  
WILMINGTON, DE 19850-7054

**COURT NOTICE MATRIX**

BOUDREAU & ASSOCIATES LLC  
5 INDUSTRIAL WAY  
SALEM, NH 03079-4890

**COURT NOTICE MATRIX**

BUTTE COUNTY CREDIT BUREAU  
PO BOX 7600  
CHICO, CA 95927-7600

**COURT NOTICE MATRIX**

CHASE  
LOSS RECOVERY DEPT. AZ1-2557  
PO BOX 71  
PHOENIX, AZ 85001-0071

**COURT NOTICE MATRIX**

CREDITORS INTERCHANGE  
80 HOLTZ BLVD  
BUFFALO, NY 14225-1470

**COURT NOTICE MATRIX**

CROWNE ONE NETWORK  
PO BOX 9285  
BOISE, ID 83707-3285

**COURT NOTICE MATRIX**

DEAN S. KAUFMAN-COX & ASSOCIATE  
LLC  
142 W. 8TH AVE  
EUGENE, OR 97401-2940

**COURT NOTICE MATRIX**

GEMB/ MERVYNS  
PO BOX 965005  
ORLANDO, FL 32896-5005

**COURT NOTICE MATRIX**

J.C. CHRISTENSEN AND ASSOCIATES  
PO BOX 519  
SAUK RAPIDS, MN 56379-0519

**COURT NOTICE MATRIX**

LVNV FUNDING, LLC ITS SUCCESSORS  
AND ASSIGNS/ ASSIGNEE OF CITIBANK  
(SOUTH DAKOTA), N.A.  
RESURGENT CAPITAL SERVICES  
PO BOX 10587

**COURT NOTICE MATRIX**

METCO INVESTMENT REALTY, INC  
1810 15TH ST.  
SPRINGFIELD, OR 97477-2642

**COURT NOTICE MATRIX**

PALISADES COLLECTION LLC  
210 SYLVAN AVE  
ENGLEWOOD CLIFFS, NJ 07632-2524

**COURT NOTICE MATRIX**

PALISADES COLLECTIONS, LLC  
VATIV RECOVERY SOLUTIONS LLC  
AS AGENT FOR PALISADES  
COLLECTIONS, LLC  
PO BOX 40728  
HOUSTON TX 77240-0728

**COURT NOTICE MATRIX**

RECEIVABLES PERFORMANCE  
MANAGMENT  
20816 44TH AVE W  
LYNNWOOD, WA 98036-7744

**COURT NOTICE MATRIX**

SEARS/ CITIBANK  
PO BOX 6241  
SIOUX FALLS, SD 57117-6241

**COURT NOTICE MATRIX**

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