

☒ Individual appearing without attorney  
☐ Attorney for:

## Debtor(s).

**Location:** Courtroom 302, U.S. Bankruptcy Court, 3420 Twelfth Street, Riverside, CA 92501

**F 6004-2.NOTICE.SALE**

**Overbid procedure (if any):** See attached for the Bidding Procedures

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

n/a

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

Lynda T. Bui, Trustee

3550 Vine Street, Suite 210

Riverside, California 92507

Telephone: (949) 340-3400

Facsimile: (949) 340-3000

Email: trusteebui@shblp.com

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Date: 10/12/2016

**Attachments:**

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

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

<b><u>LBR 6004-1(c)(3) Requirement</u></b>	<b><u>Information</u></b>
<i>LBR 6004-1(c)(3)(A)</i> Date, Time, and Place of the hearing on the proposed sale:	Hearing Date and Time: November 3, 2016 at 9:30 a.m. Hearing Place: U.S. Bankruptcy Court Courtroom 302 3420 Twelfth St., Riverside, CA 92501
<i>LBR 6004-1(c)(3)(B)</i> Name and address of the proposed buyer:	Sanh Vo and Kellie Kim Vo Address: 25627 Salerno Way, Yorba Linda, CA 92887
<i>LBR 6004-1(c)(3)(C)</i> Description of the property to be sold:	Residential real property located at: 29192 Azara Street, Murrieta, California 92563
<i>LBR 6004-1(c)(3)(D)</i> Terms and conditions of the proposed sale, including the price and all contingencies:	Purchase price of \$355,000, subject to overbids. Buyer 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.
<i>LBR 6004-1(c)(3)(E)</i> Whether the proposed sale is free and clear of liens, claims or interests, or subject to them, and a description of all such liens, claims or interests:	Proposed sale is subject to the liens as identified in the Preliminary Title Report attached as Exhibit 1 to the Declaration of Lynda T. Bui annexed to the Motion, which includes real property taxes and Wells Fargo Bank, N.A.
<i>LBR 6004-1(c)(3)(F)</i> Whether the proposed sale is subject to higher and better bids:	Yes - the sale is subject to the Bidding Procedures set forth at pages 4 through 5 of the Motion annexed hereto.
<i>LBR 6004-1(c)(3)(G)</i> Consideration to be received by the Estate, including estimated commissions, fees and other costs of sale:	After payment of the outstanding liens, costs of sale (estimated at 8% of the sale price, which includes a broker's commission), the Estate will receive (i) 40% of the net sale proceeds, and (ii) a carve-out of the Broker commission (see below), for a total estimated amount of \$26,000.
<i>LBR 6004-1(c)(3)(H)</i> If authorization is sought to pay commission, the identity of the auctioneer, broker, or sales agent and the amount or percentage of the proposed commission to be paid:	Under its listing agreement, Pro Realty Group ("Trustee's Broker") is to receive a commission not to exceed 6%, which would be split between the Trustee's Broker (Pro Realty Group) and Buyer's broker (Scott Chappell), with each receiving fifty percent. However, the Trustee's Broker has agreed to a carve-out from the commission of \$3,550 to be paid to the Trustee on behalf of the Estate for the benefit of the Estate and its creditors. As such, the commission to be paid through the sale of the Property will be paid as follows: \$8,875 to the Trustee's Broker, \$8,875 to the Buyer's broker and \$3,550 to the Trustee on behalf of the Estate.
<i>LBR 6004-1(c)(3)(I)</i> A description of the estimated or possible tax consequences to the Estate, if known, and how any tax liability generated by the sale of the property will be paid:	Based on real property records, it is anticipated that there will be no tax liability generated from the sale. (See the Motion at page 7 for a discussion of the possible tax liability.
<i>LBR 6004-1(c)(3)(J)</i> Date which objection must be filed and served:	Objections, if any, must be filed and served 14 days prior to the Hearing Date (or by October 20, 2016).

Lynda T. Bui, Chapter 7 Trustee  
3550 Vine Street, Suite 210  
Riverside, California 92507  
Telephone: (949) 340-3400  
Facsimile: (949) 340-3000  
Email: trustee.bui@shbllp.com

Chapter 7 Trustee

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

In re

**RAUL TENORIO and**  
**MARIA DOLORES TENORIO,**  
Debtors.

Case No. 6:15-bk-21834-SY

Chapter 7

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

**(1) AUTHORIZING THE SALE OF REAL  
PROPERTY OF THE ESTATE PURSUANT  
TO BANKRUPTCY CODE § 363(b),  
SUBJECT TO OVERBIDS, COMBINED  
WITH NOTICE OF BIDDING PROCEDURES  
AND REQUEST FOR APPROVAL OF THE  
BIDDING PROCEDURES UTILIZED;**

**(2) APPROVING PAYMENT OF REAL  
ESTATE COMMISSION AND OTHER  
COSTS; AND**

**(3) GRANTING RELATED RELIEF;**

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

**[Real property located at 29192 Azara  
Street, Murrieta, California 92563]**

**Hearing Date:**

Date: November 3, 2016

Time: 9:30 a.m.

Place: Courtroom 302

3420 Twelfth Street

Riverside, CA 92501

1 **TO THE HONORABLE SCOTT H. YUN, UNITED STATES BANKRUPTCY JUDGE,**  
2 **THE OFFICE OF THE UNITED STATES TRUSTEE AND ALL INTERESTED**  
3 **PARTIES:**

4 Lynda T. Bui ("Trustee"), the duly appointed, qualified, and acting Chapter 7  
5 trustee for the bankruptcy estate of Raul Tenorio and Maria Dolores Tenorio ("Debtors"),  
6 brings this *Motion for Order: (1) Authorizing the Sale of Real Property of the Estate*  
7 *Pursuant to Bankruptcy Code § 363(b), Subject to Overbids, Combined with Notice of*  
8 *the Bidding Procedures and Request for Approval of the Bidding Procedures Utilized;*  
9 *(2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting*  
10 *Related Relief* ("Sale Motion") and respectfully represents as follows:

11 **I. RELIEF REQUESTED**

12 The Trustee has received an offer from Sanh Vo and Kellie Kim Vo (collectively  
13 "Buyer") to purchase the Estate's interest in real property located at 29192 Azara Street,  
14 Murrieta, California 92563; APN: 388-250-019-4 ("Property") for \$355,000, subject to  
15 overbids. The Buyer is purchasing the Property "AS IS" without warranties of any kind,  
16 expressed or implied, being given by the Trustee, concerning the condition of the  
17 Property or the quality of the title thereto, or any other matters relating to the Property.  
18 Through the sale, (i) real property taxes will be paid current, (ii) the lien of Wells Fargo  
19 Bank N.A. will be paid in the amount as agreed to by the lender, and (iii) in addition to a  
20 real estate commission, the Trustee's Broker will receive reimbursement of expenses  
21 totaling \$1,055 that he incurred related to preservation and enhancement of the  
22 Property until it could be sold by the Trustee. Through the sale, and taking into account  
23 (i) a proposed carve-out of \$3,550 to be provided by the Trustee's Broker from his  
24 commission, and (ii) the proposed settlement with the Debtors regarding their  
25 Homestead Exemption<sup>1</sup>, the Trustee is expected to generate net proceeds of

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27 <sup>1</sup> A hearing on the Trustee's Compromise Motion is scheduled to be heard concurrent with this  
28 Sale Motion. The terms of the proposed settlement provide for (1) the sale of the Property, (2)  
the waiver of the Debtors' Homestead Exemption, and (3) the division of the net sale proceeds  
such that the Trustee retains 40% for the Estate and the Debtors will receive 60%.

1 approximately \$26,000 for the benefit of the Estate and its creditors. In the event the  
2 purchase price is increased by a successful overbid, the net proceeds will increase. If  
3 the sale is approved, the Estate will receive funds to provide for a meaningful  
4 distribution to unsecured creditors. Based on this, the Trustee believes that good cause  
5 exists to grant the Motion so that she does not lose this favorable business opportunity.

6 **A. The Proposed Settlement with Debtors**

7 The Debtors filed a voluntary petition under Chapter 13 of the Bankruptcy Code  
8 on December 9, 2015 ("Petition Date"). The case was converted to a Chapter 7 on July  
9 5, 2015 ("Conversion Date"). On their Amended Schedules filed on July 11, 2016  
10 (docket 64), the Debtors (i) valued the Property at \$358,238, (ii) listed one lien in favor  
11 of Wells Fargo Bank, N.A. ("Wells Fargo") in the amount of \$247,521.67, and (iii)  
12 claimed an exemption of \$100,000 in the Property under C.C.P. §704.730 ("Homestead  
13 Exemption").

14 The Trustee is informed that as of the Petition Date, the arrearages on the Wells  
15 Fargo loan were approximately \$22,000. Since the Conversion Date, the Debtors have  
16 failed to make two more payments and have informed the Trustee that they do not have  
17 the funds to bring the mortgage current. The arrearages are estimated to be over  
18 \$30,000 and increasing daily.<sup>2</sup>

19 Based on the Debtors' Amended Schedules, there does not appear to be any  
20 equity in the Property for the benefit of the Estate. However, the Trustee has reached  
21 an agreement with the Debtors related to the Property and their Homestead Exemption.  
22 Concurrent with the filing of this Sale Motion, the Trustee is filing a motion for approval  
23 of the settlement with the Debtors ("Compromise Motion"). The terms of the settlement  
24 essentially provide for (1) the sale of the Property, (2) the waiver of the Debtors'

25  
26 <sup>2</sup> Prior to the Petition Date, a Notice of Trustee's Sale was recorded against the Property and a  
27 foreclosure sale was scheduled for October 14, 2015. The foreclosure sale was stayed as a  
28 result of the Debtors' bankruptcy filing. Currently, the secured lienholder has not obtained relief  
from the automatic stay to continue with the foreclosure sale.

Homestead Exemption, and (3) the division of the net sale proceeds such that the Trustee retains 40% for the Estate and the Debtors will receive 60%. As such, with this settlement in place, through a sale of the Property the Trustee is expected to generate proceeds to provide a meaningful distribution to allowed unsecured claims. A hearing on the Compromise Motion is scheduled to heard concurrent with this Sale Motion.

**B. Escrow and Treatment of Liens and Encumbrances Through the Sale**

The Preliminary Title Report for the Property dated August 1, 2016 is attached to the Bui Declaration as **Exhibit 1**. The following chart sets forth the liens and encumbrances against the Property and their treatment through the sale:

<u>Creditor</u>	<u>Description</u>	<u>Amount Owed (Estimated)</u>	<u>Treatment of the Lien Through the Sale</u>
Riverside County Tax Collector	Real property taxes	\$2,500 <sup>3</sup>	All outstanding real property taxes will be paid through escrow.
Wells Fargo	Current beneficiary of a deed of trust in the original amount of \$214,836, recorded on November 10, 2009, recording number 2009-581228.	Total debt listed on Claim 9 of \$235,665.76, plus arrearages estimated at \$31,000 for a total of \$266,665.76.	This lien will be paid through escrow on the sale transaction in the amount as agreed to by the lender. Thus, this lien will be released, discharged and terminated at the close of escrow and the and the lien will <u>not</u> attach to the sale proceeds.

**C. Bidding Procedures**

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

1. Potential overbidder(s) must bid an initial amount of at least \$3,000 over the Purchase Price, or \$358,000. 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.

<sup>3</sup> Estimated pro-rata amount as of closing for the 2015-2016 tax year based on annual real property tax bill of approximately \$5,314.72.



2. Overbids must be in writing and be received by the Trustee and on or before **three business days prior to the hearing on the Motion**. Overbids must be accompanied by certified funds in an amount equal to three percent of the overbid purchase price.

3. The overbidder 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 the Property and ability to close the sale and immediately and unconditionally pay the winning bid purchase price at closing.

4. The overbidder 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 2** to the Bui Declaration, including closing on the sale of the Property in the same time parameters as the Buyer.

5. 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 Trustee, 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 Trustee. The competing bidder must acknowledge that he/she has inspected the Property, and upon closing of Escrow governed by the Agreement, the competing buyer forever waives, for himself/herself, their heirs, successors and assigns, all claims against the Debtors, her attorneys, agents and employees, the Debtors' Estate, Lynda T. Bui as Trustee and individually, and her attorneys, agents and employees, arising or which might otherwise arise in the future concerning the Property.

6. If overbids are received, the final bidding round for the Property shall be held at the hearing on the Motion in order to allow all potential bidders the opportunity to overbid and purchase the Property. At the final bidding round, the Trustee or her 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 Bidding Procedures ("Successful Bidder").

7. At the hearing on the 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 Motion may be adjourned or rescheduled without notice other than by an announcement of the adjourned date at the hearing on the Motion.

8. 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 at the hearing on the Motion.

9. 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 at the hearing on the Motion.

1 **D. Costs of Sale**

2 Escrow fees shall be split between Buyer and the Estate in the manner  
3 customary in Riverside County, California where the Property is located.

4 Pursuant to Court order entered on October 6, 2016 (docket 76), the Trustee was  
5 authorized to employ Pro Realty Group as her broker ("Broker") to market and sell the  
6 Property.<sup>4</sup> Under the listing agreement approved by the Court, the Broker is entitled to  
7 a commission on the sale in the amount not to exceed six percent of the purchase  
8 price<sup>5</sup>, which would be split between the Trustee's Broker (Pro Realty Group) and  
9 Buyer's broker (Scott Chappell), with each receiving fifty percent. However, to increase  
10 the net to the Estate, the Trustee's Broker has agreed to a carve-out from the  
11 commission of \$3,550 to be paid to the Trustee on behalf of the Estate for the benefit of  
12 the Estate and its creditors. As such, the commission to be paid through the sale of the  
13 Property will be paid as follows:

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Trustee's Broker	\$8,875
Buyer's Broker	\$8,875
The Trustee on Behalf of the Estate	\$3,550
Total Commission	\$21,300

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19 **E. Expenses Related to Repairs to the Property Incurred by the Broker**

20 In addition to seeking approval for payment of real estate commission as above,  
21 the Trustee seeks approval to use proceeds of the sale to reimburse her Broker for  
22 expenses of \$1,055 that he incurred to repair the Property to increase its appeal to  
23 potential buyers and so that it could be marketed for sale and a higher price. True and  
24 correct copies of the expense receipts that were paid by the Broker are attached to the  
25 Bui Declaration as **Exhibit 3**. The detail of the necessary expenses is as follows:

26 <sup>4</sup> The Trustee's Broker has investigated the Property and believes it to have a range of value of  
between \$355,000 and \$375,000 and recommended listing the Property for sale at \$359,900.

27 <sup>5</sup> The total amount of real estate broker's commission will increase if the purchase price for the  
28 Property is increased by a successful overbid; but in no event will exceed six percent of the  
purchase price.

Sea of Glass Window Cleaning	\$175
Pacific Coast Cleaning Company (carpet cleaning)	\$160
The Maids (house cleaning)	\$420
Fidel Rendon (landscaping)	\$300
Total Expenses	\$1,055

**F. Tax Consequences**

The Trustee is informed that the Property was the Debtor's principal residence for periods aggregating two years or more during the five years prior to the Petition Date. As such, under Internal Revenue Code §121 (which provides for exclusion of a gain from sale of a principal residence), the amount of any gain on the sale of the Property<sup>6</sup> will be excluded from taxable income up to \$500,000. As such, the Trustee believes there will be no tax liability from the sale.

**II. ARGUMENT<sup>7</sup>**

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

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

(a) The trustee shall—

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

(2) be accountable for all property received;

<sup>6</sup> Assuming the documentary transfer tax listed on a Grant Deed of the Property to Debtors recorded on November 10, 2009 is based on the full purchase price, the basis for the Property is \$219,000.

Documentary Transfer Tax listed on the Grant Deed	\$240.90
Divided by \$.55	\$438
Multiplied by \$500 = Purchase Price in 2009 (Basis)	\$219,000

<sup>7</sup> 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.

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Further, the Trustee, after notice and hearing, may sell property of the estate. 11  
U.S.C. § 363(b). Courts ordinarily will approve a proposed sale if there is a good  
business reason for the sale and the sale is in the best interests of the estate. *In re*  
*Wilde Horse Enterprises, Inc.*, 136 B.R. 830, 841 (Bankr. C.D. Cal. 1991); *In re Lionel*  
*Corp.*, 722 F.2d 1063, 1069 (2d Cir. 1983). In this case, the facts support the Trustee's  
business decision that the proposed sale is in the best interests of the Estate and its  
creditors. The Trustee expects to generate net proceeds of approximately \$26,000,  
calculated as follows (amounts are estimated):

Sale Price	\$355,000
Less lien of Wells Fargo (estimated)	(\$266,665.76)
Less costs of sale (8% and includes commission) (estimated)	(\$28,400)
Less reimbursement of expenses for the Trustee's Broker	(\$1,055)
Less real property taxes (estimated)	(\$2,500)
Net Sale Proceeds	\$56,379.24
Less 60% payment to the Debtors under the settlement	(\$33,827.54)
Net Proceeds to the Estate	\$26,101.70
40% of the net sale proceeds of \$22,551.70	
Broker commission carve-out of \$3,550	

The Trustee believes that it is in the best interest of the Estate and its creditors to  
sell the Property as set forth herein. If the sale is approved, unsecured creditors are  
expected to receive a distribution.<sup>8</sup> With the defaulted mortgage payments and real  
property taxes increasing every month, the Trustee believes the Property must be sold  
as soon as possible in order to maximize the benefit for the Estate.

Accordingly, there is a good business reason for the sale and the sale is in the  
best interests of the Estate.

<sup>8</sup> The Court's Claims Register indicates that as of October 5, 2016, there have been priority claims  
filed of \$430.43 and general unsecured claims of \$7,561.46. This amount may increase once the  
claims bar date passes on November 14, 2016.

1 **B. The Court as the Authority to Approve the Bidding Procedures**

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

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

12 Federal Rule of Bankruptcy Procedure 6004(h) provides that “[a]n order  
13 authorizing the use, sale or lease of property other than cash collateral is stayed until  
14 the expiration of 14 days after entry of the order, unless the Court orders otherwise.”  
15 Fed. Rule Bankr. P. 6004(h).

16 The Trustee desires to close the sale of the Property as soon as practicable after  
17 entry of an order approving the sale. Accordingly, the Trustee requests that the Court,  
18 in the discretion provided it under Federal Rule of Bankruptcy Procedure 6004(h), waive  
19 the fourteen (14) day stay requirement.

20 **III. CONCLUSION**

21 **WHEREFORE**, based upon the foregoing, the Trustee respectfully submits that  
22 good cause exists for granting the Sale Motion and requests that the Court enter an  
23 order as follows:

- 24 1. Approving the Bidding Procedures.
- 25 2. Authorizing the Trustee to sell the Property on an as-is, where-is basis,  
26 without any warranties or representations, to the Buyer (or Successful Bidder) pursuant  
27 to the terms and conditions as set forth in the Residential Purchase Agreement and  
28

1 Joint Escrow Instructions, Counter Offers and addendums ("Agreement") is attached as  
2 **Exhibit 2** to the Bui Declaration.

3 3. Authorizing the Trustee to sign any and all documents convenient and  
4 necessary in pursuit of the sale as set forth above, including but not limited to any and  
5 all conveyances contemplated by the Agreement attached as **Exhibit 2** to the Bui  
6 Declaration.

7 4. Authorizing the Trustee to pay from the proceeds of the sale through  
8 escrow (i) a real estate commission in the total amount not to exceed six percent of the  
9 final purchase price, which will be split between the Trustee's Broker and Buyer's  
10 broker, and the Trustee as described above, (ii) all costs of sale, including escrow fees  
11 at closing as allocated in the Agreement, (iii) all real estate taxes owed to the Riverside  
12 County Tax Collector, (iv) all amounts owed to Wells Fargo, or the current beneficiary of  
13 the deed of trust impacting the Property as identified in the Title Report, and (v)  
14 reimbursement of the Trustee's Broker's expenses of \$1,055.

15 5. A determination by the Court that the Buyer is in good faith pursuant to  
16 Bankruptcy Code Section 363(m).

17 6. Waiving the fourteen day stay of the order approving the sale of the  
18 Jurupa Property under Federal Rules of Bankruptcy Procedure 6004(h).

19 7. Provided that the Estate receives sufficient funds upon closing of the sale,  
20 authorizing the Trustee to pay the Debtors' Homestead Exemption in the amount of up  
21 to 60% of the net sale proceeds as described in the Compromise Motion to be heard  
22 concurrent with this Sale Motion.

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

25  
26 Dated: October 13, 2016 /s/ Lynda T. Bui

27 Lynda T. Bui, solely in the capacity as  
28 Chapter 7 trustee for the bankruptcy estate of  
Raul Tenorio and Maria Dolores Tenorio

# **DECLARATION**



**DECLARATION OF LYNDA T. BUI**

I, Lynda T. Bui, declare:

1. I am the duly appointed, qualified and acting Chapter 7 trustee for the bankruptcy estate ("Estate") of *In re Raul Tenorio and Maria Dolores Tenorio* ("Debtors"), Case No. 6:15-bk-21834-SY. I have personal knowledge of the facts set forth herein, and if called and sworn as a witness, I could and would competently testify thereto.

2. I am familiar with the Debtors' bankruptcy proceeding and make this Declaration in support of my *Motion for Order: (1) Authorizing the Sale of Real Property Pursuant to Bankruptcy Code § 363(b), Subject to Overbids, Combined with Notice of the Bidding Procedures and Request for Approval of the Bidding Procedures Utilized; (2) Approving Payment of Real Estate Commission and Other Costs; and (3) Granting Related Relief* ("Sale Motion"). Unless otherwise noted, capitalized terms herein have the meaning set forth in the Sale Motion.

3. I have read and I am aware of the contents of the Sale Motion and the accompanying Memorandum of Points and Authorities. The facts stated in the Sale Motion and the Points and Authorities are true to the best of my knowledge.

4. Attached hereto as **Exhibit 1** is a true and correct copy of the Preliminary Title Report for the Property. The outstanding lien against the Property in favor of Wells Fargo<sup>9</sup> is shown on the Preliminary Title Report.

5. Based on my review of the Preliminary Title Report and the Debtors' Amended Schedules, there does not appear to be any equity in the Property for the benefit of the Estate. However, I have reached an agreement with the Debtors related to the Property and their Homestead Exemption. Concurrent with the filing of this Sale Motion, I am filing a motion for approval of the settlement with the Debtors ("Compromise Motion"). The terms of the settlement essentially provide for (a) the sale

<sup>9</sup> On April 5, 2016, Wells Fargo filed a secured claim in the amount of \$253,266.33 (Claim 9), which includes arrearages of \$22,090.29 at the time Claim 9 was filed.



of the Property, (b) the waiver of the Debtors' Homestead Exemption, and (c) the division of the net sale proceeds such that I retain 40% for the Estate and the Debtors will receive 60%. As such, with this settlement in place, through a sale of the Property I expect to generate proceeds to provide a meaningful distribution to allowed unsecured claims. A hearing on the Compromise Motion is scheduled to heard concurrent with my Sale Motion.

6. Through my Broker, I have received an offer from the Buyer to purchase the Estate's interest in the Property for \$355,000, subject to overbids. A true and correct copy of the Residential Purchase Agreement and Joint Escrow Instructions, Counter Offers and addendums is attached hereto as **Exhibit 2**.

7. Pursuant to Court order entered on October 6, 2016 (docket 76), I was authorized to employ Pro Realty Group as my Broker to market and sell the Property.<sup>10</sup> Under the listing agreement approved by the Court, the Broker is entitled to a commission on the sale in the amount not to exceed six percent of the purchase price<sup>11</sup>, which would be split between my Broker (Pro Realty Group) and Buyer's broker (Scott Chappell), with each receiving fifty percent. However, to increase the net to the Estate, my Broker has agreed to a carve-out from the commission of \$3,550 to be paid to me on behalf of the Estate for the benefit of the Estate and its creditors. As such, the commission to be paid through the sale of the Property will be paid as follows:

Trustee's Broker	\$8,875
Buyer's Broker	\$8,875
Trustee on Behalf of the Estate	\$3,550
Total Commission	\$21,300

<sup>10</sup> The Trustee's Broker has investigated the Property and believes it to have a range of value of between \$355,000 and \$375,000 and recommended listing the Property for sale at \$359,900.

<sup>11</sup> The total amount of real estate broker's commission will increase if the purchase price for the Property is increased by a successful overbid; but in no event will exceed six percent of the purchase price.

1           8.     In addition to seeking approval for payment of real estate commission as  
2 above, I seek approval to use proceeds of the sale to reimburse my Broker for  
3 expenses of \$1,055 that he incurred to repair the Property to increase its appeal to  
4 potential buyers and so that it could be marketed for sale and a higher price. True and  
5 correct copies of the expense receipts that were paid by the Broker are attached hereto  
6 as **Exhibit 3**.

7           9.     The sale is in the best interest of the Estate because the taking into  
8 account the proposed settlement with the Debtors and carve-out from the Broker's  
9 commission, "equity" will be created where there was none, and creditors can expect to  
10 receive a meaningful distribution as opposed to nothing.

11          10.    Given that the Debtors are not making mortgage payments to Wells  
12 Fargo, the arrearages are increasing daily. Under the proposed settlement with the  
13 Debtors, the Estate will receive 40% of the net proceeds of a sale – which will be  
14 diminished if I am not able to close escrow on the sale quickly.

15          11.    I believe that good cause exists to grant the Motion including approval of  
16 the Bidding Procedures to ensure receiving the highest and best offer for the Property.  
17 The Bidding Procedures will be provided to all creditors and any potential bidders or  
18 parties who have shown an interest in the Property. In addition, the Court's mandatory  
19 form Notice of Sale of Estate Property will be filed with the Court so that notice of the  
20 sale of the Property may be posted on the Court's website under the link "Current  
21 Notices of Sales," thereby giving notice to any potential interested parties. Based on  
22 the foregoing, I believe that under the circumstances of this case, the Property will have  
23 been appropriately marketed for bidding.

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

28

1           13. As is required by Federal Rule of Bankruptcy Procedure 6004(f) and Local  
2 Bankruptcy Rule 6004-1(g), I will file a Report of Sale detailing the terms of the sale  
3 shortly after the sale closes.

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

6           Executed on October 13, 2016, at Irvine, California.

7                               /s/ Lynda T. Bui

8                               \_\_\_\_\_  
9                               Lynda T. Bui, solely in the capacity as the  
10                              Chapter 7 trustee for the bankruptcy estate of  
11                              Raul Tenorio and Maria Dolores Tenorio  
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# **EXHIBIT 1**

## **Preliminary Title Report**



## PRELIMINARY REPORT

Order No.: 58601608464-JFA  
Property: 29192 Azara Street  
Murrieta, CA 92563

*In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

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

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

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

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

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

### Chicago Title Insurance Company

Countersigned By:

Authorized Officer or Agent



By:

President

Attest:

Secretary

Visit Us on our Website: [www.ctic.com](http://www.ctic.com)



**CHICAGO TITLE  
COMPANY**

**ISSUING OFFICE:** 16969 Von Karman Ave Suite 150, Irvine, CA 92606

**FOR SETTLEMENT INQUIRIES, CONTACT:**

Pro Realty Group  
23811 Aliso Creek Road, Ste 181 • Laguna Niguel, CA 92677  
(949)795-8914 • FAX

**PRELIMINARY REPORT**

**Title Officer:** John F Allen  
**Email:** AllenJo@ctt.com  
**Phone No.:** (949)263-6961  
**Fax No.:** (949)263-0872  
**Title No.:** 58601608464-JFA

**Customer:** Matt Vanderbeek  
**Email:** mattvanderbeek@gmail.com  
**Phone No.:** (949)795-8914  
**Fax No.:**  
**Ref. No.:**

**PROPERTY ADDRESS(ES):** 29192 Azara Street, Murrieta, CA

**EFFECTIVE DATE:** August 1, 2016 at 07:30 AM

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

ALTA Homeowner's Policy of Title Insurance 2013

ALTA Loan Policy 2006

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

A Fee

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

**Raul Tenorio and Maria Tenorio, husband and wife as joint tenants,  
subject to proceedings pending in the bankruptcy court where a petition for relief was filed.  
Name of Debtor: Tenorio, Raul,  
Date of Filing: December 9, 2015  
U.S.District Court: Central  
Case No.: 21834**

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 388-250-019-4**

---

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT 24 OF TRACT NO. 28533, IN THE CITY OF MURRIETA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 348, PAGES 23 THROUGH 30 INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2016-2017.

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

Tax Identification No.: 388-250-019-4  
Fiscal Year: 2015-2016  
1st Installment: \$2,657.36  
2nd Installment: \$2,657.36  
Exemption: \$0.00  
Code Area: 024-223

3. The herein described Land is within the boundaries of the Mello-Roos Community Facilities District(s). The annual assessments, if any, are collected with the county property taxes. Failure to pay said taxes prior to the delinquency date may result in the above assessment being removed from the county tax roll and subjected to Accelerated Judicial Bond Foreclosure. Inquiry should be made with said District for possible stripped assessments and prior delinquencies.

4. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

5. Water rights, claims or title to water, whether or not disclosed by the public records.

6. An Irrevocable offer to dedicate an easement over a portion of said land for Public road, public utility.

Recording Date: November 18, 1974  
Recording No: 74-147822, of Official Records.

Affects: Said land



**EXCEPTIONS**

(continued)

7. Recitals as shown on that certain map recorded of Official Records, which, among other things states:

"We hereby dedicate to public use for street and public utility purposes lots A through J inclusive, as a condition of dedication lot A (Menifee Road) and lot B (Mapleton Street) the owners of lots 96, 97, K, L, M, O, Q, R, S abutting this highway and during such time will have no rights of access except the general easement of travel any change of alignment or width that results in the vacation thereof shall terminate this dedication as to the part vacated. We also dedicate in fee title to the city of Murrieta lots K, L, M, N, O, P, Q, R, and S for open space, slope, and landscape maintenance and drainage purposes as shown hereon. We also dedicate to the city of Murrieta the storm drain easement for construction and maintenance facilities as shown hereon, we hereby grant to Eastern Municipal Water District (district) a perpetual easement and right of way to construct, maintain, enlarge, reconstruct, remove and replace operate, inspect, repair, improve and relocate sewer facilities, all as shown on this map within the subdivision and designated sewer easement granted hereon together with the right of access to and from said easement for the purpose of exercising the right of access to and from said easement. Grantor retains the right to use the easement area provided that grantor shall not construct or erect buildings, masonry walls, masonry fences and other structures or improvements, or plant or grow trees or shrubs, or change the surface grade or install privately-owned pipelines. We hereby reserve to ourselves our heirs and assigns lots T, U and V as delineated on the annexed map".

Reference is made to said document for full particulars

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 31, 2001  
Recording No.: 01-538708, of Official Records.

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

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 10, 2004  
Recording No.: 04-0168037, of Official Records.

The provisions of said covenants, conditions and restrictions were extended to include the herein described Land by an instrument

Recording Date: August 14, 2002  
Recording No.: 02-447754, of Official Records.

and Recording Date: January 16, 2003  
and Recording No.: 2003-35192, of Official Records.

**EXCEPTIONS**  
(continued)

**9.** Matters contained in that certain document

Entitled: Resolution No. 2002-239  
Recording Date: December 17, 2003  
Recording No.: 382637, of Official Records.

Reference is hereby made to said document for full particulars.

**10.** Matters contained in that certain document

Entitled: The Construction of Road/Drainage Improvements  
Recording Date: December 17, 2003  
Recording No.: 03-983725, of Official Records.

Reference is hereby made to said document for full particulars.

**11.** Matters contained in that certain document

Entitled: The Placement of survey monuments  
Recording Date: December 17, 2003  
Recording No.: 03-983726, of Official Records.

Reference is hereby made to said document for full particulars.

**12.** Matters contained in that certain document

Entitled: The Construction of Sewer System Improvements  
Recording Date: December 17, 2003  
Recording No.: 03-983727, of Official Records.

Reference is hereby made to said document for full particulars.

**13.** Matters contained in that certain document

Entitled: The Construction of water system Improvements  
Recording Date: December 17, 2003  
Recording No.: 03-983728, of Official Records.

Reference is hereby made to said document for full particulars.

**14.** Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Purpose: Public utilities and incidental purposes  
Recording Date: February 11, 2004  
Recording No.: 2004-99499, of Official Records.  
Affects: A portion of Said land

**EXCEPTIONS**

(continued)

**15. A Notice**

Entitled: A Notice of Non-Adversarial Procedure  
Recording Date: March 3, 2004  
Recording No.: 04-149524, of Official Records.

Reference is hereby made to said document for full particulars.

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

Granted to: Verizon California Inc., a Corporation  
Purpose: Communications, telecommunications, interactive video  
and intelligence by electrical means and incidental purposes  
Recording Date: April 12, 2004  
Recording No.: 04-0261066, of Official Records.  
Affects: A portion of said land

**17. The rights, if any, of a city, public utility or special district, pursuant to Section 8345 et seq. of the California Streets and Highways Code, to preserve a public easement in Pitman Lane as the same was vacated the document recorded August 18, 2004 as Instrument No. 2004-649872 of official records.**

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

Amount: \$214,836.00  
Dated: November 3, 2009  
Trustor/Grantor: Raul Tenorio and Maria Tenorio, husband and wife as joint  
tenants  
Trustee: Nations Title Company of California  
Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as  
nominee for Paramount Residential Mortgage Group, Inc.  
Loan No.: 3254450765  
Recording Date: November 10, 2009  
Recording No.: 2009-581228, of Official Records.

An assignment of the beneficial interest under said deed of trust which names:

Assignee: Wells Fargo Bank, NA  
Loan No.: Not Shown  
Recording Date: March 15, 2011  
Recording No.: 2011-116593, of Official Records.

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

Trustee: First American Title Insurance Company  
Recording Date: June 5, 2015  
Recording No.: 2015-238545, of Official Records.

**EXCEPTIONS**

(continued)

A Notice of Default under the terms of said deed of trust

Executed by: First American Title insurance Company  
Recording Date: June 11, 2015  
Recording No: 2015-248166, of Official Records.

A Notice of trustee's sale under said deed of trust

Executed by: First American Title Insurance Company  
Date, Time and Place of Sale: 10/14/2015 At 09:00 A. M., Auction.Com Room, 2410  
Wardlow Road #104, Corona, CA 92880  
Recording Date: September 8, 2015  
Recording No: 2015-400515, of Official Records.

**END OF EXCEPTIONS**

## NOTES

- Note 1.** In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),
- Party(s): All Parties
- The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.
- NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.
- Note 2.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 3.** NOTE: When this title order closes and if the Company is handling the loan proceeds through a sub-escrow, all title charges and expenses normally billed will be deducted from those loan proceeds. Title charges and expenses would include Title Premiums, any Tax or Bond advances, Documentary Transfer Tax, Recording Fees, etc.
- Note 4.** Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
- Note 5.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Single Family Residence, known as 29192 Azara Street, City of Murrieta, State of California, to an Extended Coverage Loan Policy.
- Note 6.** NOTE: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
- Note 7.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 8.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

**NOTES**  
(continued)

- Note 9.** A Preliminary Change of Ownership form is required upon a change in ownership of the Land. Section 480 of the Revenue and Taxation Code of the State of California requires that a grantee of real property complete a Preliminary Change of Ownership statement, which is to be filed at the time that a grant deed is recorded. In the event that the statement is not completed and presented at the time of the recording of the deed, the County Recorder will assess the grantee an additional charge to record the deed. In addition to the additional charge at the time of recording, the County Assessor may assess additional fees and penalties for failure to file the Ownership Statement within the required time.

**END OF NOTES**

## **EXHIBIT 2**

### **Residential Purchase Agreement and Joint Escrow Instructions, Counter Offers and addendums**

CALIFORNIA  
ASSOCIATION  
OF REALTORS®**COURT CONFIRMATION ADDENDUM**  
(C.A.R. Form CCA, 11/12)

This is an addendum to the ☐ California Residential Purchase Agreement, ☒ Counter Offer No. 1, | Other  
("Agreement"), dated September 28, 2016, on  
property known as 29192 Azara St, Murrieta, CA 92563-4429 ("Property"),  
between Sanh Vo, Kellie Kim Vo ("Buyer"),  
and Lynda T. Bui, ATF in re Tenorio ("Seller").

The Agreement is contingent upon court confirmation on or before November 28, 2016 (date). If court confirmation is not obtained by that date, Buyer may cancel the Agreement in writing. Court confirmation may be required in probate, conservatorship, guardianship, receivership, bankruptcy, divorce or other proceedings. The court may allow open, competitive bidding, resulting in the Property being sold to the highest bidder. Broker recommends that Buyer appear at the court confirmation hearing. Buyer understands that (i) Broker and others may continue to market the Property; and (ii) Broker may represent other competitive bidders prior to and at the court confirmation.

By signing below Buyer and Seller acknowledge that each has read, understands, has received a copy of and agrees to the terms of this Court Confirmation Addendum.

Date 9/29/2016  
Buyer Sanh Vo

Date 9/30/16  
Seller Lynda T. Bui, ATF in re Tenorio

Date 9/29/2016  
Buyer Kellie Kim Vo

Seller \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



CCA 11/12 (PAGE 1 OF 1)

COURT CONFIRMATION ADDENDUM (CCA PAGE 1 OF 1)

Pro Realty Group, 54 Endless Vista, Aliso Viejo, CA 92656 Phone: 949.795.8914 Fax: 949.368.0926 29192 Azara St  
Matt Vanderbeek Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

**Exhibit 2**



**ADDENDUM TO COUNTER-OFFER # 1**

This Addendum to **Counter-Offer #1** ("Addendum") is intended to set forth the terms and conditions of a contract for the purchase by and sale to **Sanh Vo and Kellie Kim Vo** ("Buyer") from Lynda T. Bui, solely in her capacity as Chapter 7 Trustee for the bankruptcy estate ("Bankruptcy Estate") of **In re Tenorio, Raul & Maria, Case No. 6:15-bk-21834-SY** ("Seller" or "Trustee"), of the real property commonly known as **29192 Azara St, Murrieta, CA 92563-4429** ("Property"). When executed below, this Addendum together with Counter-Offer # 1 to the California Residential Purchase Addendum and Joint Escrow Instructions dated **September 28, 2016** will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the "Sale") of the Property.

**PURCHASE PRICE; DEPOSIT; ESCROW.** The purchase price for the Property shall be **Three hundred fifty five Thousand Dollars (\$355,000)** ("Purchase Price") subject to overbids. Buyer shall make an initial deposit of 3% of the purchase price, totaling **Ten Thousand Six Hundred Fifty Dollars (\$10,650)** ("Initial Deposit") in the form of cashier's check or wire transfer made payable and delivered to **A & A Escrow Services** ("Escrow Holder") within three (3) business days of acceptance of this Counter-Offer by Buyer, Seller's execution of the Affirmation Addendum in the form attached hereto as Exhibit "A", and Buyer's receipt of a copy of the fully executed Counter-Offer and the Affirmation Addendum.

Buyer shall deliver to the Trustee, within three (3) days of mutual execution of this Addendum upon this Counter-Offer, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; loan commitment or other form acceptable to the Trustee in the Trustee's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Trustee determines, in the Trustee's sole discretion, that any proof of funds provided to Trustee by Buyer is unacceptable, the Trustee shall have the right, at the Trustee's option, to provide written notice to Buyer that this Counter-Offer is terminated. In the event that the Trustee exercises such termination right, this Counter-Offer shall terminate effective as of the date of Trustee's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Trustee shall each be relieved of any further obligation hereunder.

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

I. **BUYER'S DUE DILIGENCE AND CANCELLATION RIGHT.** Buyer shall have fifteen (15) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this purchase of the Property, including, but not limited to

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

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

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

4. **BANKRUPTCY SALE.** Buyer acknowledges that Seller is a Trustee appointed to



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

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

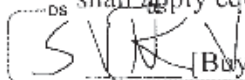
6. **BANKRUPTCY COURT APPROVAL; OVERBIDDING.** The sale is subject to notice to creditors, approval by the Bankruptcy Court, and higher and better bids received by Seller through and including the Bankruptcy Court hearing to confirm the sale. Payment of any and all real estate brokers' commissions is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

7. **BROKERS.** Subject to Bankruptcy Court approval, Seller will pay a real estate agent's commission aggregating up to five (5%) percent of the purchase price of the Property to be split equally by the real estate Brokers. The Brokers are confirmed as follows: Pro Realty Group representing the Seller and Scott Chappell representing the Buyer. Brokers acknowledge that the Trustee may request and the Bankruptcy Court may approve a commission less than four percent (5%). All such Brokers and agents are collectively referred to herein as the "Brokers." No commission or compensation shall be due or payable to Brokers in connection with this Addendum or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related Bankruptcy

Estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

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

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

DS  
  
 [Buyer's Initials]

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

11. **"AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES.** Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Addendum is made "as-is," "where-is," and "with all faults," except as specifically provided in this Addendum. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, Addendums, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including



without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body, including Buyer's agreement to purchase their own home warranty and comply with any and all government requirements and retrofit, at Buyer's expense, prior to close of escrow; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided to Buyer by Seller's Broker shall, for all purposes of this Addendum, be deemed to have been disclosed to Buyer by the Seller, as well.

12. **BROKERS.** Brokers and agents herein have not and will not perform any inspections, investigations, or due diligence on behalf of Buyer unless otherwise specified herein. Buyer is informed that Buyer must arrange for any inspections and investigations desired by Buyer utilizing suitable third party professionals selected and compensated by Buyer. In no event shall Seller have any liability or responsibility for any representation, warranty, statement made, or information furnished by Brokers or agents herein, or any other person or entity, concerning the Property, this Addendum, or any other matter, unless expressly set forth in writing and signed personally by Seller.

13. **OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE.** Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such

services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. NEITHER SELLER NOR BROKERS HAVE PROVIDED OR WILL PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER. Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and engaged by Buyer. THE SALE WILL NOT BE CONTINGENT ON ANY WRITTEN APPRAISAL OF THE PROPERTY.

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

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

B. Buyer may at his sole discretion select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), pest control licensee(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) its general structure, plumbing, heating, air conditioning (if any), electrical system, built-in appliances, cesspool/sewer/septic system, well, roof, soils, foundation, mechanical systems, pool, spa, related equipment and filters, sprinklers, and those other matters affecting the desirability of the Property (all if and only to the extent any such structures, systems, and components are presently a part of the Property); (ii) any actual or potential wood destroying pests or other conditions damaging to the Property or any portion thereof; (iii) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel, chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (iv) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (v) plans and specifications for the Property; (vi) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (vii) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (viii) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in Paragraph 1



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

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

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

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

18. There shall be no loan contingency whatsoever.

19. TRUSTEE'S LIABILITY. The Buyer acknowledges that the Trustee is acting in his official capacity only. No personal liability shall be sought or enforced against the Trustee with regard to the Addendum, including the Addendum, the assets, the sale of the Property, or the physical condition of the Property. In the event that the Trustee fails or refuses to complete the transaction for any reason, then the limit of the Trustee's liability is only to return any money paid to the Trustee by the Buyer, without deduction. Prior to and after the closing of escrow, the United

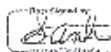
States Bankruptcy Court shall have and retain the sole and exclusive jurisdiction over the Property and the Addendum; and all disputes arising before and after closing shall be resolved in said Court. Further, the Trustee and the Buyer have agreed that if a dispute arises, such dispute may initially be resolved through the Mediation Program pending in the United States Bankruptcy Court for the Central District of California.

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

21. **EXPIRATION OF COUNTER-OFFER.** This Counter-Offer shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and initialed by Buyer, to Seller on or before close of business on **October 1st, 2016**. Such acceptance shall nevertheless be subject to Paragraph 16.

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

Dated: 9/29/2016

DocuSigned by:  


DocuSigned by:  


**Sanh Vo and Kellie Kim Vo, Buyer**

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

Dated: 9/30/16

By: 

Lynda T. Bui in her sole capacity as Chapter 7  
Trustee for the Bankruptcy Estate of **In re Tenorio,**  
**Raul & Maria, Case No. 6:15-bk-21834-SY,** and  
not in her individual capacity

SO AGREED.

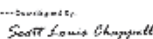
Dated: 9/30/2016

DocuSigned by:



**Matt Vanderbeek, Trustee's Agent**

Dated: 9/29/2016

DocuSigned by:  


Page 8 of 9



Scott Chappell, Buyer's Agent

EXHIBIT "A"

SELLER'S AFFIRMATION OF ADDENDUM

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

"SELLER"

Dated: 9/30/16

By:



Lynda T. Bui, solely in her capacity as Chapter 7 Trustee  
for the Bankruptcy Estate of In re Tenorio, Raul & Maria,  
Case No. 6:15-bk-21834-SY

CALIFORNIA  
ASSOCIATION  
OF REALTORS®**SELLER COUNTER OFFER No. 1**  
**May not be used as a multiple counter offer.**  
(C.A.R. Form SCO, 11/14)Date September 28, 2016

This is a counter offer to the: ☒ Purchase Agreement, ☐ Buyer Counter Offer No. \_\_\_\_\_, or ☐ Other \_\_\_\_\_ ("Offer"),  
dated September 27, 2016, on property known as 29192 Azara St, Murrieta, CA 92563-4429 ("Property"),  
between Sanh Vo, Kellie Kim Vo ("Buyer")  
and Lynda T. Bui, ATF in re Tenorio ("Seller").

1. **TERMS:** The terms and conditions of the above referenced document are accepted subject to the following:

- A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.  
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer.

C. **OTHER TERMS:** 1.) Address (1.B. of the RPA) is: 29192 Azara St, Murrieta, CA 92563-4429.2.) Seller choice of all services and reports with Escrow to be A&A Escrow and Title to be Chicago Title.3.) Possession to be at the close of escrow.4.) Property is being sold in AS IS condition with no expressed/implied warranties.5.) Sale subject to Bankruptcy Court approval and overbid procedures.6.) Seller will not pay for a home warranty, termite report or any repairs.7.) Buyer's Deposit to be 3% of purchase price.D. The following attached addenda are incorporated into this Seller Counter offer: ☒ Addendum No. CCA☒ Trustee's 9 page addendum. ☐2. **EXPIRATION:** This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:

- A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date)(or by ☐ AM ☐ PM on \_\_\_\_\_ (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or \_\_\_\_\_, who is authorized to receive it.

OR B. If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).

OR C. If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. **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 Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.4. **OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.**

Seller Lynda T. Bui, ATF in re Tenorio Date 9/30/16  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

5. **ACCEPTANCE:** I/WE accept the above Seller Counter Offer (If checked ☐ **SUBJECT TO THE ATTACHED COUNTER OFFER**) and acknowledge receipt of a Copy.

Buyer Sanh Vo Date 9/29/2016 Time \_\_\_\_\_ AM/PM  
 Buyer Kellie Kim Vo Date 9/29/2016 Time \_\_\_\_\_ AM/PM

**CONFIRMATION OF ACCEPTANCE:**

(\_\_\_\_\_/\_\_\_\_\_) (Initials) **Confirmation of Acceptance:** A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) \_\_\_\_\_ at \_\_\_\_\_ AM/PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



SCO 11/14 (PAGE 1 OF 1)

**SELLER COUNTER OFFER (SCO PAGE 1 OF 1)**

Pro Realty Group, 54 Endless Vista, Aliso Viejo, CA 92686 Phone: 949.795.8914 Fax: 949.368.6036 29192 Azara  
 Matt Vanderbeek Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

**Exhibit 2**



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/14)

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

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 selling agent, 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 associate licensees, 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, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

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.

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

☐ Buyer ☐ Seller ☐ Landlord ☒ Tenant Date 09/27/2016

☐ Buyer ☐ Seller ☐ Landlord ☒ Tenant Date 09/27/2016

Agent Scott Chappell BRE Lic. # 00588898

By Scott Louis Chappell Real Estate Broker (Firm) BRE Lic. # 00588898 Date 09/27/2016  
(Salesperson or Broker-Associate) SCOTT CHAPPELL

### Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord 9/30/16 Date 9/30/16 Seller/Landlord 9/30/16 Date 9/30/16

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AD REVISED 12/14 (PAGE 1 OF 2)

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

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Exhibit 2



**CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13** As used in Sections 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 Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in a real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee 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 associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner 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. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "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 listing agent. (i) "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. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in those types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (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 Section 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. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15** In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an 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 selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller'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 selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively 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 listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) Is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Listing Agent)

(DO NOT COMPLETE. SAMPLE ONLY) Is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

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

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

**2079.21** A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. 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 listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

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

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



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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



AD REVISED 12/14 (PAGE 2 OF 2)

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

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Sample 29192

**Exhibit 2**





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## POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

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) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) 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	<u><i>[Signature]</i></u>	<u>Rad Tenorio</u>	Date	<u>9/30/16</u>
Seller	<u><i>[Signature]</i></u>	<u>Maria Tenorio</u>	Date	
Buyer	<u><i>[Signature]</i></u>	<u>Sanh Vo</u>	Date	<u>09/27/2016</u>
Buyer	<u><i>[Signature]</i></u>	<u>Kellie Kim Vo</u>	Date	<u>09/27/2016</u>
Real Estate Broker (Firm)	<u>Pro Realty Group</u>	CalBRE Lic #	<u>01270203</u>	Date
By	<u>Matt Vanderbeek</u>	CalBRE Lic #	<u>01270203</u>	Date
	<u>Matt Vanderbeek</u>			
Real Estate Broker (Firm)	<u>Scott Chappell</u>	CalBRE Lic #	<u>00588898</u>	Date
By	<u>Scott Louis Chappell</u>	CalBRE Lic #	<u>00588898</u>	Date
	<u>SCOTT CHAPPELL</u>			

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



PRBS 11/14 (PAGE 1 OF 1)

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

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Exhibit 2



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**CALIFORNIA  
RESIDENTIAL PURCHASE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**  
(C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: 09/27/2016

**1. OFFER:**

- A. **THIS IS AN OFFER FROM** Sanh Vo, Kellie Kim Vo ("Buyer").  
B. **THE REAL PROPERTY** to be acquired is 29112 Azara St, Murrieta, CA 92563-4429, situated in  
Murrieta (City), Riverside (County), California, 92563-4429 (Zip Code), Assessor's Parcel No. 388-250-019 ("Property").  
C. **THE PURCHASE PRICE** offered is Three Hundred Fifty-Five Thousand  
Dollars \$ 355,000.00  
D. **CLOSE OF ESCROW** shall occur on ☒ 30 days after court approval (date) or ☐        Days After Acceptance).  
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

**2. AGENCY:**

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).  
B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
Listing Agent Pro Realty Group (Print Firm Name) is the agent of (check one):  
☒ the Seller exclusively; or ☐ both the Buyer and Seller.  
Selling Agent Scott Chappell (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☒ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.  
C. **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. FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.

- A. **INITIAL DEPOSIT:** Deposit shall be in the amount of \$ 5,000.00  
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other        within 3 business days after Acceptance (or       );  
OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or       ) to the agent submitting the offer (or to       ), made payable to       . The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or       ).  
Deposit checks given to agent shall be an original signed check and not a copy.  
(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$        within        Days After Acceptance (or       ).  
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☐ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or       ) Days After Acceptance, Deliver to Seller such verification.

- D. **LOAN(S):**  
(1) **FIRST LOAN:** in the amount of \$ 284,000.00  
This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other       . This loan shall be at a fixed rate not to exceed        % or ☐ an adjustable rate loan with initial rate not to exceed        %. Regardless of the type of loan, Buyer shall pay points not to exceed        % of the loan amount.  
(2) ☐ **SECOND LOAN** in the amount of \$         
This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other       . This loan shall be at a fixed rate not to exceed        % or ☐ an adjustable rate loan with initial rate not to exceed        %. Regardless of the type of loan, Buyer shall pay points not to exceed        % of the loan amount.  
(3) **FHA/VA:** For any FHA or VA loan specified in 3D(1). Buyer has 17 (or       ) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

**E. ADDITIONAL FINANCING TERMS:**       

- F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$ 65,000.00 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.  
G. **PURCHASE PRICE (TOTAL):** \$ 355,000.00

Buyer's Initials ( ☒ SVV ) ( ☒ KV )

Seller's Initials ( ☒        ) ( ☒        )



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**RPA-CA REVISED 12/15 (PAGE 1 OF 10)**

**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)**

Chappell & Andreas Realtors, 25108 Marguerite Parkway A-534 Mission Viejo, CA 92692 Phone: (949) 573-3319 Fax: (949) 269-4424 Sanh Vo 29192  
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**Exhibit 2**



Property Address: **29112 Azara St, Murrieta, CA 92563-4429**Date: **September 27, 2016**

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or \_\_\_\_\_) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☒ Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or \_\_\_\_\_) Days** After Acceptance.
- J. LOAN TERMS:**
- (1) **LOAN APPLICATIONS:** Within **3 (or \_\_\_\_\_) Days** After Acceptance, Buyer shall Deliver to Seller 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 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are **not** contingencies of this Agreement.
- (3) **LOAN CONTINGENCY REMOVAL:**  
Within **21 (or \_\_\_\_\_) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, 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 the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit 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.
- K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. SALE OF BUYER'S PROPERTY:**
- A.** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B.** ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. ADDENDA AND ADVISORIES:**
- A. ADDENDA:**
- |   |  |
|---|--|
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                       | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)            |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                          | <input type="checkbox"/> Other _____                                   |
- B. BUYER AND SELLER ADVISORIES:**
- |   |   |
|---|---|
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA)                      | <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)                        | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)   |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                           |
|   | <input type="checkbox"/> Other _____  |
- 6. OTHER TERMS: BUYER UNDERSTANDS BK COURT CONTINGENCY:**  
Sale subject to bankruptcy court approval and overbid. This property is sold in as-is, where-is with no expressed or implied representations or warranties. Sale is subject to bankruptcy court approval and overbid. Seller will need possession to be COE plus 7 days.
- 7. ALLOCATION OF COSTS**
- A. INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**
- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: \_\_\_\_\_ prepared by \_\_\_\_\_
- (2) ☐ Buyer ☐ Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_
- (3) ☐ Buyer ☐ Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

Buyer's Initials ( ☒ SVV ) ( ☒ KV )Seller's Initials ( ☒ SB ) ( ☐ \_\_\_\_\_ )

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

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San Jo. 20192



Exhibit 2

# Exhibit 2



Property Address: **29112 Azara St, Murrieta, CA 92563-4429**Date: **September 27, 2016****9. CLOSING AND POSSESSION:**

- A. Buyer intends (or ☒ does not intend) to occupy the Property as Buyer's primary residence.
- B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or ( ☐ AM; ☐ PM ) on the date of Close Of Escrow; (ii) ☐ no later than 7 calendar days after Close Of Escrow; or (iii) ☐ at NOO ☐ AM; ☐ PM on \_\_\_\_\_.
- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property: Property shall be vacant at least 5 (or     ) Days Prior to Close Of Escrow, unless otherwise agreed in writing. Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

OR ☐ **Tenant to remain in possession (C.A.R. Form TIP).**

- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

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

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 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 ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice of actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, 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 Broker.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, 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, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days After Delivery** in person, or **5 Days After Delivery** by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) 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; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 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](http://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 Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **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 Web site.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS: 7 (or     ) Days After Acceptance** to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials ( X SVV ) ( X KV )Seller's Initials ( X [Signature] ) ( X      )**CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 4 OF 10)**

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(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or     ) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**

12. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. **Buyer indemnity and seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. **TITLE AND VESTING:**

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials ( X SVV ) ( X KV )  
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Seller's Initials ( X [Signature] ) ( X      )



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E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

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

A. **SELLER HAS: 7 (or \_\_\_\_ ) Days** After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.

B. (1) **BUYER HAS: 17 (or \_\_\_\_ ) Days** After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

(2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or \_\_\_\_ ) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).

(5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for **17 (or \_\_\_\_ ) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.

C. ☐ **REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.**

**D. SELLER RIGHT TO CANCEL:**

(1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2 (or \_\_\_\_ ) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.

F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or \_\_\_\_ ) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials ( X SUV ) ( X KV )  
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Seller's Initials ( X AB ) ( X \_\_\_\_\_ )



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- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or     ) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (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 Broker; (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. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD 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 Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists 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).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, 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 and will execute such provisions within the time specified in paragraph 7C(1)(c). 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 will 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 (or     ) Days**, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.**
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or                     ). 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 Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.**

Buyer's Initials ( X SVV ) ( X KV )  
RPA-CA REVISED 12/15 (PAGE 7 OF 10)Seller's Initials ( X AB ) ( X      )

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 7 OF 10)

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Exhibit 2



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Property Address: 29112 Azara St, Murrieta, CA 92563-4429Date: September 27, 2016

- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. 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.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (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.
- E. 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.

**21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **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. Except as provided in paragraph 14H, 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 R10).**

Buyer's Initials SVV, KVSeller's Initials AB**22. DISPUTE RESOLUTION:**

- A. **MEDIATION:** 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 through the C.A.R. Real Estate Mediation Center for Consumers ([www.consumermediation.org](http://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 Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. 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. Exclusions from this mediation agreement are specified in paragraph 22C.**

**B. ARBITRATION OF DISPUTES:**

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 Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. 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. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, 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. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"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 SVV, KVSeller's Initials AB**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) 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; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials ( ☒ SVV ) ( ☒ KV )Seller's Initials ( ☒ AB ) ( ☒ \_\_\_\_\_ )

RPA-CA REVISED 12/15 (PAGE 8 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 8 OF 10)

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Surch No 24192

**Exhibit 2**



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Property Address: **29112 Azara St, Murrieta, CA 92563-4429**Date: **September 27, 2016**

- (2) **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; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale 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.
25. **ATTORNEY FEES:** 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 22A.
26. **ASSIGNMENT:** 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. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:**  
This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is 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. 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.
29. **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 specified, 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.**
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
  - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
  - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
  - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
  - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
  - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. 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.
  - K. "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.
  - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by \_\_\_\_\_ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by \_\_\_\_\_ AM/ PM, on \_\_\_\_\_ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date **09/27/2016** BUYER (Print name) **Sanh Vu**Date **09/27/2016** BUYER (Print name) **Kellie Kim Vu**☐ Additional Signature Addendum attached (C.A.R. Form ASA).Seller's Initials {  } (  )

RPA-CA REVISED 12/15 (PAGE 9 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 9 OF 10)

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Sanh Vu 29192

**Exhibit 2**



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Property Address: 29112 Azara St, Murrieta, CA 92563-4429

Date: September 27, 2016

**32. ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☒ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** 9/28/2016

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 9/30/16 SELLER

(Print name) Raul Tenorio

Date \_\_\_\_\_ SELLER

(Print name) ~~MARIA TENORIO~~

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(\_\_\_\_\_) (Do not initial if making a counter offer.) **CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) \_\_\_\_\_ at \_\_\_\_\_  
(Initials) ☐ AM/ ☐ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

**REAL ESTATE BROKERS:**

**A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.**

**B. Agency relationships are confirmed as stated in paragraph 2.**

**C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.**

**D. COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) Scott Chappell

By Scott Louis Chappell

SCOTT CHAPPELL

CalBRE Lic. # 00588898

CalBRE Lic. # 00588898

Date 09/27/2016

By \_\_\_\_\_

CalBRE Lic. # \_\_\_\_\_

Date \_\_\_\_\_

Address 1451 S. Rimpau Ave Suite 108

City Corona

State C

Zip 92879

Telephone (951)313-4350

Fax (949)269-6424

E-mail ScottLouisChappell@gmail.com

Real Estate Broker (Listing Firm) Pro Realty Group

By Matt Vanderbeek

Matt Vanderbeek

CalBRE Lic. # 01270203

CalBRE Lic. # 01270203

Date 9/30/2016

By Matt Vanderbeek

CalBRE Lic. # \_\_\_\_\_

Date \_\_\_\_\_

Address 54 Erdress Vis

City Aliso Viejo

State CA

Zip 92656-8043

Telephone (949)795-8914

Fax (949)360-6026

E-mail mattvanderbeek@gmail.com

**ESCROW HOLDER ACKNOWLEDGMENT:**

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of \$ \_\_\_\_\_), counter offer numbers \_\_\_\_\_ ☐ Seller's Statement of Information and \_\_\_\_\_

and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is \_\_\_\_\_

Escrow Holder \_\_\_\_\_ Escrow # \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Phone/Fax/E-mail \_\_\_\_\_

Escrow Holder has the following license number # \_\_\_\_\_

☐ Department of Business Oversight, ☐ Department of Insurance, ☐ Bureau of Real Estate.

**PRESENTATION OF OFFER:**

(mv) Listing Broker presented this offer to Seller on 9/27/2016 (date).  
\_\_\_\_\_  
Broker or Designee Initials

**REJECTION OF OFFER:**

(\_\_\_\_\_) (\_\_\_\_\_) No counter offer is being made. This offer was rejected by Seller on \_\_\_\_\_ (date).  
\_\_\_\_\_  
Seller's Initials

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RPA-CA REVISED 12/15 (PAGE 10 of 10)

Buyer Acknowledges that page 10 is part of this Agreement ( ☒ ) ( ☐ )

Buyer's Initials

Reviewed by  
Broker or Designee



CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 10 OF 10)

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San Jo 291v2

**Exhibit 2**



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: 29112 Azara St, Murrieta, CA 92563-4429

("Property").

**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 nonstructural 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 AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties 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.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

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

Buyer

Sanh Vo  
Sanh Vo

Buyer

Kellie Kim Vo  
Kellie Kim Vo

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BIA REVISED 11/14 (PAGE 1 OF 1)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

Chappell & Andreas Realtors, 25108 Marguerite Parkway A-524 Mission Viejo, CA 92692  
Scott Chappell

Phone: (949) 575-3319

Fax: (949) 269-6124

Sanh Vo 29103

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**Exhibit 2**

## **EXHIBIT 3**

### **Receipts for Expenses Paid by Broker**



## Matt Vanderbeek

---

**From:** Sea of Glass <[giancarlo@seaofglasswindowcleaning.com](mailto:giancarlo@seaofglasswindowcleaning.com)>  
**Sent:** Tuesday, September 6, 2016 4:04 PM  
**To:** [mattvanderbeek@gmail.com](mailto:mattvanderbeek@gmail.com)  
**Subject:** Fwd: Maria Tenorio - 29192 Azara Street, Murrieta, CA 92563 - \$175.00

----- Forwarded Message -----

**Subject:** Maria Tenorio - 29192 Azara Street, Murrieta, CA 92563 - \$175.00  
**Date:** Tue, 06 Sep 2016 22:32:20 +0000  
**From:** HouseCall Pro <[no-reply@tryhousecall.com](mailto:no-reply@tryhousecall.com)>  
**Reply-To:** [pro@tryhousecall.com](mailto:pro@tryhousecall.com)  
**To:** [giancarlo@seaofglasswindowcleaning.com](mailto:giancarlo@seaofglasswindowcleaning.com)

CUSTOMER RECEIPT COPY

sent to: [mybiohealth@hotmail.com](mailto:mybiohealth@hotmail.com)



### Sea of Glass

Po Box 505  
Riverisde, CA 92502  
(951) 897-2068

[giancarlo@seaofglasswindowcleaning.com](mailto:giancarlo@seaofglasswindowcleaning.com)  
[www.seaofglasswindowcleaning.com](http://www.seaofglasswindowcleaning.com)

Invoice #159

#### BILLED TO

Maria Tenorio

#### SERVICE ADDRESS

29192 Azara Street  
Murrieta, CA 92563

DATE

## Exhibit 3

Sep 6, 2016

SERVICES

Window Washing - Deluxe Window  
Cleaning Package \$175.00

Windows Cleaned Inside & Out, Frames  
wiped, Screens Washed, Tracks Vacuumed.

TAX

Sales Tax \$0.00

---

TOTAL **\$175.00**

PAYMENT

Misc \$175.00 Sep 06 Tue 3:32pm

14 Day Rain Guarantee: Our rain guarantee applies to residential customers only. If rain gets any of your windows dirty within 14 days of your initial service visit we will return and clean the outside of those windows at no additional cost to you.

100% Satisfaction Guarantee applies to all clients. If it isn't done right we'll do it again at no additional cost to you.

Hard Water Spot Treatment: Treat water spot damage is an additional service that we offer and is not included in any of our window cleaning packages. It is our pleasure to offer this service at an additional cost.

Track Vacuuming: We offer track vacuuming as an additional service at an additional cost. Track Vacuuming is included in our deluxe window cleaning package.

Late Fee Policy: All payments for all of our invoices are "Due Upon Receipt". A late fee of \$10 will be charged if payment for this invoice is not received within 30 days. Payment options are not automatically extended to all clients. It is a courtesy that we provide to some upon request.

See our [Terms & Conditions](#)

POWERED BY  
HOUSECALL™

HOUSECALL PRO™

LOGIN TO YOUR ACCOUNT:

**Exhibit 3**

**Matt Vanderbeek**

---

**From:** DoNotReply@billing-notification.com  
**Sent:** Tuesday, September 6, 2016 4:03 PM  
**To:** mattvanderbeek@gmail.com  
**Subject:** SEA OF GLASS WINDOW CLEAN - Transaction Receipt for \$175.00

Merchant ID: 5605123

Term ID: 001

**Sale - Approved**

Date: 09/06/16 Time: 16:02:47  
Card Type: Chase Time Zone: PDT  
Entry Method: Manual  
Card #: XXXXXXXXXXXXX1073

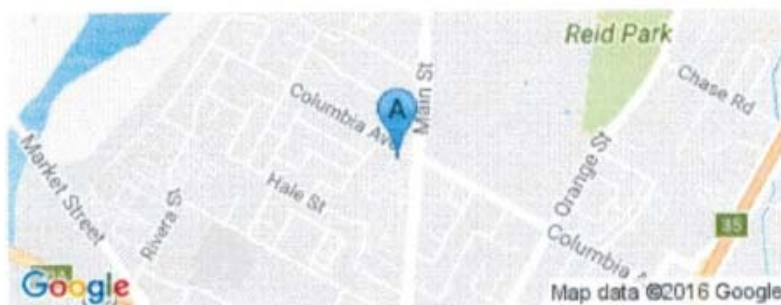
Invoice #: 000032  
Approval Code: 07474D

Item	Qty	Amount	Total Amount
Base Amount			\$175.00

**Amount \$175.00**

I agree to pay the above total amount according to the card issuer agreement. (Merchant agreement if credit voucher)

**No Signature Provided**



Customer Copy

**Exhibit 3**



Invoice



Pacific Coast Cleaning Company

26886 Valensole Court  
Murrieta, CA 92562  
951-440-2185 - Cel

Date	Invoice #
9/2/2016	5138

Bill To
ProRealty 29192 Azara Street Murrieta, CA 92562

Description	Amount
Carpet Cleaning of Master bedroom, Loft, 3 other bedrooms	160.00
	
<p align="center"><b>Privacy Policy</b> Pacific Coast Cleaning Company does not share any of your information with any third parties!</p> <p align="center"><a href="http://www.pacificcoastcleaningcompany.com">www.pacificcoastcleaningcompany.com</a></p> <p align="center"><a href="mailto:skipvaughn@netscape.net">skipvaughn@netscape.net</a></p>	
Thank you for your business.	<b>Total</b> \$160.00



Referred for a reason.

41775 Elm St. Suite 401  
Murrieta, CA, 92562  
Phone: (951) 600-7561  
Email: kneel@themaids.com

## INVOICE

Date: 09/06/2016  
Invoice #: 208741444

### CUSTOMER

Tenorio, Maria  
29192 Azara St  
Murrieta, CA 92563

*Thank you for trusting  
your home to The Maids!*

**Service Location:** 29192 Azara St.  
Murrieta, CA, 92563

SERVICE DATE	DESCRIPTION	AMOUNT
9/6/2016	The Maids Signature Clean including: 22-Step Healthy Touch® Deep Clean Occasional Maid Service / Occasional	470.00

Subtotal 470.00

Discount 50.00

Sales Tax 0.00

**Balance Due** **\$420.00**

### TERMS AND CONDITIONS

- 1) Total payment due upon receipt.
- 2) Make checks payable to The Maids.

We value your business.  
If you have questions or concerns, please contact The Maids Serving Murrieta at (951) 600-7561.

Please detach this portion and return with remittance

### PAYMENT

**Submit to:** The Maids Serving Murrieta  
41775 Elm St. Suite 401  
Murrieta, CA, 92562

**Customer Name:** Tenorio, Maria

**Invoice Number:** 208741444

**Balance Due:** **\$420.00**

**Amount Enclosed:** **\$420.00**

MATTHEW J. VANDERBEEK  
DBA PRO REALTY GROUP  
54 ENDLESS VISTA  
ALISO VIEJO, CA 92656-8043

DATE 9-8-16

PAY TO THE ORDER OF The Maids \$420.00

Four hundred twenty \$ 00/100 -

CHASE  
JPMorgan Chase Bank, N.A.  
Washington Mutual Branch  
Also Vapo Financial Center  
20021 Aliso Creek Road, Aliso Viejo, CA 92658

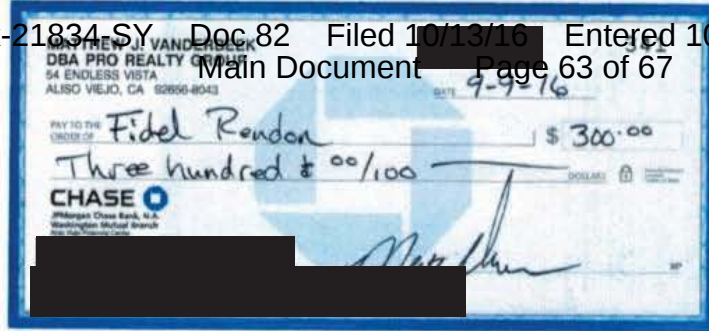
29192 Azara St.

399

MP


Check(Enclosed)

te charges.



**INVOICE** DATE 9-9-2016

NAME & ADDRESS Matt Vandenberg  
For 29192  
Azara St Murietta CA

 **LAWN SERVICE** FULL YES ☐ NO ☐  
MOW, EDGE, AND CLEAN WEEKLY ☐ OTHER ☐

**GARDEN SERVICE**

PRUNE AND TRIM

CLEAN-UP

FERTILIZER

SEED & TOPPING

PLANTS & COLOR

IRRIGATION SPRINKLERS

PLANTER WORK

SPRAY

clean up -  
color  
mulch

**TOTAL** \$300

GARDENER Fidel Rendon  
P.O. BOX 12193  
Orange CA 92859

STAR GARDEN SUPPLY, INC.

## PROOF OF SERVICE OF DOCUMENT

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

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

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **October 13, 2016**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- **Lynda T. Bui (TR)** [trustee.bui@shblp.com](mailto:trustee.bui@shblp.com), [C115@ecfbis.com](mailto:C115@ecfbis.com) *Chapter 7 Trustee*
- **Steven J Diamond** [steve@thebklawyers.com](mailto:steve@thebklawyers.com), [jason@thebklawyers.com](mailto:jason@thebklawyers.com); [Richard\\_4798@ecf.courtdrive.com](mailto:Richard_4798@ecf.courtdrive.com); [richard@thebklawyers.com](mailto:richard@thebklawyers.com); [carla@thebklawyers.com](mailto:carla@thebklawyers.com) *Attorney for the Debtors*
- **Megan E Lees** [ecfcacb@aldridgepate.com](mailto:ecfcacb@aldridgepate.com), [MEL@ecf.inforuptcy.com](mailto:MEL@ecf.inforuptcy.com); [mlees@aldridgepate.com](mailto:mlees@aldridgepate.com) *NEF for Interested Party*
- **Austin P Nagel** [melissa@apnagellaw.com](mailto:melissa@apnagellaw.com) *Attorney for Nissan Motor Acceptance Corporation*
- **Ramesh Singh** [claims@recoverycorp.com](mailto:claims@recoverycorp.com) *NEF for Interested Party*
- **United States Trustee (RS)** [ustregion16.rs.ecf@usdoj.gov](mailto:ustregion16.rs.ecf@usdoj.gov) *United States Trustee*

☐ Service information continued on attached page

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

On (*date*) **October 13, 2016**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**Judge's Copy**

**Hon Scott H. Yun, United States Bankruptcy Court, 3420 Twelfth Street, Suite 345, Riverside, CA 92501**

☒ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **October 13, 2016**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

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

**October 13, 2016,** **Lorre Clapp**  
Date Printed Name

**/s/ Lorre Clapp**  
Signature

**EMAIL SERVICE LIST**

**Potential Bidder**

Lana Tyssen, Agent  
Century 21 Wright Temecula  
[lanatyssen@c21wright.com](mailto:lanatyssen@c21wright.com)

**Potential Bidder**

Mahshid Alami-Radv  
Realty One Group  
[malamirad@yahoo.com](mailto:malamirad@yahoo.com)

**Trustee's Broker**

Matt Vanderbeek  
Pro Realty Group  
[mattvanderbeek@gmail.com](mailto:mattvanderbeek@gmail.com)

**Buyers' Broker**

Scott Chappell, Broker  
[ScottLouisChappell@gmail.com](mailto:ScottLouisChappell@gmail.com)

**U.S. MAIL SERVICE LIST**

**Buyers**

Sanh Vo and Kellie Kim Vo  
25627 Salerno Way  
Yorba Linda, CA 92887

**Secured Lender – Proof of Claim Address**

Wells Fargo Bank NA  
Attention: Bankruptcy Department  
MAC# D3347-014  
3476 Stateview Blvd  
Fort Mill SC 29715-7203

**Property Tax Collector**

Riverside County Treasurer and Tax Collector  
4080 Lemon Street  
P O Box 12005  
Riverside, CA 92502-2205

**Debtors, Creditors and Parties In Interest**

**DEBTOR**

RAUL TENORIO  
MARIA DOLORES TENORIO  
29192 AZARA STREET  
MURRIETA, CA 92563-4429

**INTERESTED PARTY**

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

**CREDITOR LISTING**

EMPLOYMENT DEVELOPMENT DEPT.  
BANKRUPTCY GROUP MIC 92E  
P.O. BOX 826880  
SACRAMENTO, CA 94280-0001

**CREDITOR LISTING**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS: A-340  
P.O. BOX 2952  
SACRAMENTO, CA 95812-2952

**NEF - CREDITOR LISTING**

NISSAN MOTOR ACCEPTANCE  
CORPORATION  
C/O LAW OFFICES OF AUSTIN P. NAGEL  
111 DEERWOOD RD STE 305  
SAN RAMON, CA 94583-1530

**CREDITOR LISTING**

RECOVERY MANAGEMENT SYSTEMS  
CORPORATION  
25 SE 2ND AVENUE, SUITE 1120  
MIAMI, FL 33131-1605



**CREDITOR LISTING**

ADVANCE AMERICA  
40477 MURRIETA HOT SPRINGS ROAD  
#D5  
MURRIETA, CA 92563-6405

**CREDITOR LISTING**

AMERICAN MEDICAL RESPONSE  
50 SOUTH MAIN STREET, SUITE 401  
AKRON, OH 44308-1829

**CREDITOR LISTING**

ARTHUR AN MD  
1015 NORTH FIRST AVE.  
SUITE A  
ARCADIA, CA 91006-7401

**CREDITOR LISTING**

CA EMER PHYS MED GRP  
PO BOX 582663  
MODESTO, CA 95358-0070

**CREDITOR LISTING**

CMRE FINANCIAL SERVICES, INC.  
3075 E IMPERIAL HWY, #200  
BREA, CA 92821-6753

**CREDITOR LISTING**

CALIFORNIA RECOVERY BUREAU, INC.  
TEMECULA VALLEY EMERGENCY  
135 VALLECITOS DE ORO, SUITE G  
SAN MARCOS, CA 92069-1461

**CREDITOR LISTING**

CITY OF MURRIETA  
PO BOX 747  
WHEELING, IL 60090-0747

**CREDITOR LISTING**

CONVERGENT HEALTHCARE  
PO BOX 5435  
DEPT 0102  
CAROL STREAM, IL 60197-5435

**CREDITOR LISTING**

CREDIT COLLECTION SERVICES  
TWO WELLS AVENUE  
NEWTON CENTER, MA 02459-3246

**CREDITOR LISTING**

DMV  
PO BOX 942897  
SACRAMENTO, CA 94297-0897

**CREDITOR LISTING**

DERMATOLOGY SPECIALISTS, INC.  
3629 VISTA WAY  
OCEANSIDE, CA 92056-4522

**PREFERRED ADDRESS**

DIRECTV LLC  
ATTN BANKRUPTCIES  
PO BOX 6550  
GREENWOOD VILLAGE CO 80155-6550

**CREDITOR LISTING**

FRANCHISE TAX BOARD  
BANKRUPTCY SECTION MS A340  
PO BOX 2952  
SACRAMENTO CA 95812-2952

**CREDITOR LISTING**

FIDELITY CREDITORS SERVICE  
216 S. LOUISE ST.  
GLENDALE, CA 91205-1637

**CREDITOR LISTING**

FRANCHISE TAX BOARD  
PO BOX 942857  
SACRAMENTO, CA 94267-0011

**CREDITOR LISTING**

LGBS, LLP  
PO BOX 975558  
DALLAS, TX 75397-5558

**CREDITOR LISTING**

LVNV FUNDING, LLC ITS SUCCESSORS  
AND ASSIGNS  
ASSIGNEE OF BENEFICIAL NATIONAL  
BANK USA  
RESURGENT CAPITAL SERVICES  
PO BOX 10587  
GREENVILLE, SC 29603-0587

**CREDITOR LISTING**

LOMA LINDA UNIV MED CTR  
FILE 1433  
1801 W. OLYMPIC BLVD  
PASADENA, CA 91199-1433

**CREDITOR LISTING**

LOMA LINDA UNIVERSITY MEDICAL CTR  
28062 BAXTER ROAD  
MURRIETA, CA 92563-1401

**CREDITOR LISTING**

MEDICAL LABORATORY SERVICES  
1633 ERRINGER ROAD, 1ST FLOOR  
SIMI VALLEY, CA 93065-3557

**CREDITOR LISTING**

METHODIST HOSPITAL OF SOUTHERN CA  
PO BOX 42428  
LOS ANGELES, CA 90074-2428

**CREDITOR LISTING**

MICHAEL S. AGRON, MD  
PO BOX 660579  
ARCADIA, CA 91066-0579

**CREDITOR LISTING**

NISSAN MOTOR ACCEPTANCE  
PO BOX 660366  
DALLAS, TX 75266-0366

**CREDITOR LISTING**

NORTH COAST IMAGING RADIOLOGY  
PO BOX 2427  
INDIANAPOLIS, IN 46206-2427

**CREDITOR LISTING**

OCS RECOVERY  
PO BOX 87  
LAKE ELSINORE, CA 92531-0087

**CREDITOR LISTING**

PENN CREDIT  
PO BOX 988  
HARRISBURG, PA 17108-0988

**CREDITOR LISTING**

QUANTUM3 GROUP LLC AS AGENT FOR  
SADINO FUNDING LLC  
PO BOX 788  
KIRKLAND, WA 98083-0788

**CREDITOR LISTING**

QUEST DIAGNOSTICS  
PO BOX 55126  
BOSTON, MA 02205-5126

**CREDITOR LISTING**

RANCHO CALIFORNIA WATER  
42135 WINCHESTER RD  
TEMECULA, CA 92590-4800

**CREDITOR LISTING**

RECOVERY MANAGEMENT SYSTEMS  
CORPORATION  
25 S.E. 2ND AVENUE, SUITE 1120  
MIAMI, FL 33131-1605



**CREDITOR LISTING**

SOUTHERN CALIFORNIA EDISON  
PO BOX 600  
ROSEMEAD CA 91770-0600

**CREDITOR LISTING**

SOUTHERN CALIFORNIA EDISON  
COMPANY  
ATTN: CREDIT AND PAYMENT SERVICES  
1551 W SAN BERNARDINO RD  
COVINA CA 91722-3407

**CREDITOR LISTING**

SOUTHWEST HEALTHCARE SYSTEMS  
PO BOX 31001-0827  
PASADENA, CA 91110-0827

**CREDITOR LISTING**

STANISLAUS CREDIT CONTROL  
914 14TH STREET  
MODESTO, CA 95354-1011

**CREDITOR LISTING**

SUTTER DELTA MEDICAL CENTER  
3901 LONE TREE WAY  
ANTIOCH, CA 94509-6200

**CREDITOR LISTING**

SUTTER DELTA MEDICAL CENTER  
PO BOX 742110  
LOS ANGELES, CA 90074-2110

**CREDITOR LISTING**

TEK COLLECTION  
PO BOX 1269  
COLUMBUS, OH 43216-1269

**CREDITOR LISTING**

TRS RECOVERY SERVICES, INC.  
PO BOX 4857  
HOUSTON, TX 77210-4857

**CREDITOR LISTING**

TEMECULA VALLEY EMERGENCY MED  
5050 AVENIDA ENCINAS, SUITE 230  
CARLSBAD, CA 92008-4383

**CREDITOR LISTING**

THE CBE GROUP, INC.  
PO BOX 2594  
WATERLOO, IA 50704-2594

**CREDITOR LISTING**

THE CREDIT BUREAU  
PO BOX 206  
OCEANSIDE, CA 92049-0206

**CREDITOR LISTING**

TIME WARNER CABLE  
60 COLUMBUS CIRCLE  
NEW YORK, NY 10023-5860

**CREDITOR LISTING**

TRANSWORLD SYSTEMS, INC.  
PO BOX 15630  
WILMINGTON, DE 19850-5630

**CREDITOR LISTING**

TRINITY WOMENS HEALTH  
25485 MEDICAL CENTER DR. STE 200  
MURRIETA, CA 92562-6927

**CREDITOR LISTING**

VERIZON WIRELESS  
P.O. BOX 920041  
DALLAS, TX 75392-0041

**CREDITOR LISTING**

VON'S CREDIT UNION  
PO BOX 8023  
EL MONTE, CA 91734-2323

**CREDITOR LISTING**

VONS CREDIT UNION  
4455 ARDEN DR  
EL MONTE CA 91731-1501

**CREDITOR LISTING**

WASTE MANAGEMENT  
2625 W GRANDVIEW RD STE 150  
PHOENIX AZ 85023-3109

**CREDITOR LISTING**

WELLS FARGO  
PO BOX 14591  
DES MOINES, IA 50306-3591

**CREDITOR LISTING**

WELLS FARGO BANK, N.A.  
ATTENTION: BANKRUPTCY DEPARTMENT  
MAC# D3347-014  
3476 STATEVIEW BLVD  
FORT MILL SC 29715-7203

RETURNED MAIL

**UNDELIVERABLE**

COURTESY NEF

**N/A**

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

**DUPLICATE**

NISSAN MOTOR ACCEPTANCE  
CORPORATION  
PO BOX 660366  
DALLAS TX 75266-0366

**DUPLICATE**

WASTE MANAGEMENT  
2625 W. GRANDVIEW ROAD  
PHOENIX, AZ 85023-3109

**9/6/16 SEE NEW ADDRESS ABOVE**

**CREDITOR LISTING**

TRINITY WOMENS HEALTH  
28078 BAXTER ROAD, SUITE 310  
MURRIETA, CA 92563-1404

**9/6/16 RTS UTF**

**CREDITOR LISTING**

AARGON AGENCY  
3025 W. SAHARA  
LAS VEGAS, NV 89102-6094