

1 ANDREW A. MOHER. SBN: 257605
2 **LAW OFFICES OF ANDREW A. MOHER**
3 10505 Sorrento Valley Rd, Suite 430
4 San Diego, CA 92121
5 Telephone: 619-269-6204
6 Facsimile: 619-923-3303
7 Attorney for Debtor Michele Ann Mayer

8
9 **UNITED STATES BANKRUPTCY COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 In Re:
12 Michele Ann Mayer

13 Case No. 16-07171-LA11

14 CHAPTER 11

15 **MOTION FOR ORDER**
16 **AUTHORIZING SHORT SALE OF**
17 **REAL PROPERTY UNDER 11 U.S.C.**
18 **§363(b) and F.R.B.P. 6004**

19 **[15851 Edmiston Ave, Ivanhoe, CA**
20 **93235]**

21 Hearing Date: N/A
22 Hearing Time: N/A
23 Judge: Hon. Louise D. Adler
24 Dept: 2

25 TO THE HONORABLE LOUISE D. ADLER, UNITED STATES BANKRUPTCY
26 JUDGE, OFFICE OF THE UNITED STATES TRUSTEE, AND ALL PARTIES IN
27 INTEREST:

28 Debtor and Debtor-in-Possession Michele Ann Mayer, by and through counsel
undersigned, hereby respectfully files this Motion for Authority to “Short Sell” her Real Property
 (“The Motion”) located at 15851 Edmiston Ave, Ivanhoe, CA 93235 (“The Subject Property”)
 and in support of The Motion alleges the following:

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- 1) The Debtor filed for bankruptcy protection under Chapter 11 of the Bankruptcy Code on November 25, 2016.
- 2) No trustee has been appointed in this case. The Debtor is in control of her estate as Debtor-in-Possession.
- 3) At the time of the case filing, Debtor was the owner of her principal residence in Lakeside, California, and sixteen (16) properties in Tulare County, California. (“The Rental Properties”) Debtor has sold four of The Rental Properties for profit and is holding the proceeds in a blocked account (“The Blocked Account”) for the benefit of creditors in her Plan.
- 4) Debtor has negotiated or is in the process of negotiating “short sales” on eight of the Rental Properties (“The Short Sale Properties”). The Short Sale Properties are overencumbered by liens and thus have no value to the estate. Furthermore, these properties are a drain on estate resources insofar as they are not receiving rental income but accrue expenses to maintain.
- 5) Debtor wishes to “short sell” the Real Property located at 15851 Edmiston Ave, Ivanhoe, CA 93235 (“The Subject Property”). A true and correct copy of the Legal Description of the Real Property is attached hereto as Exhibit “A.” The Debtor seeks authorization from the Court to close the short sale only upon agreement from all secured lenders. The Debtor does not seek through this Motion to adversely affect any creditor without their consent.
- 6) Debtor has employed her real estate broker Cindy Coray and Modern Broker (“Broker”) for purposes of selling the Subject Property. The Debtor has applied for approval of such employment with the Court and has obtained an order authorizing

1 the same (see doc #77) and extending Broker's employment through August 31, 2018
2 (doc #280).

- 3 7) The fair market value of The Subject Property is \$110,000.00. The Subject Property
4 is a 3 bedroom, 2 bathroom, 1127 sq. ft. single-family home. The Subject Property is
5 in distressed condition, with a large yard and several old metal sheds, as well as
6 substantial debris and overgrown foliage. The patio cover showed extensive signs of
7 water damage.
- 8 8) The Broker undertook extensive marketing efforts to list and sell the Subject Property
9 by listing it in the Tulare County MLS, and picked up by Zillow, Realtor.com,
10 Homes.com. Broker initially listed the Subject Property for sale at \$99,000.00. Broker
11 initially received an offer of \$85,000.00 in August of 2017, and that was the only
12 offer received. In August 2017, both the first and second lienholders approved the
13 \$85,000.00 price. However, once the senior lien was transferred to Fay Servicing, the
14 lender ordered a new appraisal and required an increase in price to \$110,000.00 in
15 order to maintain the approval. (see Declaration of Cindy Coray) The buyer agreed to
16 increase his offer to \$110,000.00 in order to allow the sale to close. The buyer is an
17 LLC, Home Helpers Group Partners LLC, a local real estate investment company
18 owned by Dean Rogers and Luis Mota. Broker has provided all requested documents
19 from Wells Fargo to ensure that the transaction is an "arms-length" transaction as
20 required, including the LLC operating agreement and articles of organization. Wells
21 Fargo has agreed to the terms of the short sale (per approval letter, Exhibit "C"), so
22 long as the buyer does not charge a commission since its principal, Mr. Mota, is a real
23 estate broker. The buyer has provided proof of funds to Broker. Broker believes the
24 sale price is a reasonable price reflective of the fair market value of the Subject
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1 Property. Debtor's Broker believes the offer is fair and reasonable and in the best
2 interest of the Debtor and her estate. (See Declaration of Cindy Coray)

3 9) The Subject Property is encumbered by two deeds of trust. The first deed of trust is in
4 favor of Wilmington Trust, National Association, not in its individual capacity, but
5 solely as trustee for MFRA Trust 2015-1 filed, as serviced by Fay Servicing
6 (collectively "Fay")(see proof of claim #4) as a first position lien in the approximate
7 amount of \$92,737.81. The second position deed of trust is in favor of Wells Fargo
8 Bank, N.A. in the approximate amount of \$30,000.00 (see claim #2). The total
9 amount of encumbrances on the Subject Property are approximately \$122,737.81.
10

11 10) The Debtor has entered into an agreement with her lender to "short sell" the Subject
12 Property. The agreed gross sales price is \$110,000.00. A true and correct copy of the
13 estimated settlement statement and its details are attached as Exhibit "B" and fully
14 incorporated herein by reference.

15 11) The short sale of the Subject Property will pay the first lienholder's secured claim in
16 full. The Debtor has reached an agreement with Wells Fargo to settle Wells Fargo's
17 second position lien in full for \$11,958.30. The Debtor has received an approval letter
18 from Wells Fargo confirming this agreement. A true and correct copy of the Short
19 Sale Approval is attached as Exhibit "C" and fully incorporated herein by reference.
20 The Short Sale Approval is subject to expiration on June 22, 2018. (see Declaration of
21 Cindy Coray).
22

23 12) As set out in Exhibit "B," commissions of \$3,300.00 are to be paid to the brokers
24 facilitating the sale, with other liabilities and costs of sale in the amount of \$557.79,
25 totaling \$3,857.79.
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- 13) Debtor will receive no proceeds or compensation in any form from the proposed short sale.
- 14) The estimated closing date for the short sale on the Subject Property is June 15, 2018.
- 15) The sale will have no negative impact on unsecured creditors or the estate, but will serve to increase cash flow and reduce financial obligations of the Debtor, leading to a net benefit for the estate. Debtor requests authority to close the short sale only upon consent from all secured lienholders on the terms of the current approval or any future approval from the secured lienholders agreed to by all parties.
- 16) This Motion to Sell is not seeking to sell the Subject Property free and clear of liens pursuant to 11 U.S.C. section 363(f), but solely pursuant to section 363(b) and subject to secured lienholders consent of any such sale.
- 17) In the event that the current Short Sale approval expires by its terms, the Debtor must seek and obtain from the secured lienholders, including Wells Fargo, either an extension of the Short Sale Approval, or new short sale approval, in accordance with all of the secured lienholder’s short sale procedures and requirements. Further, any such short sale may only be consummated in strict accordance with the terms and provisions of any such extension of the Short Sale Approval, or subsequently issued short sale authorization.
- 18) The Debtor understands that secured lienholders maintain the right to rescind and/or cancel the Short Sale Approval or any extensions thereof, and that secured lienholders are not obligated or required to provide any such approvals or extensions. The Debtor has no reason to believe that such approvals or extensions will be denied in this case but includes this language for the protection of secured lienholders.

1 19) The sale will have no negative impact on unsecured creditors or the estate, but will
2 serve to increase cash flow and reduce financial obligations of the Debtor, leading to
3 a net benefit for the estate.

4 20) Debtor agrees to provide the Office of the United States Trustee a copy of the escrow
5 closing statement within 14 days of the close of escrow as a condition to any approval
6 of this motion.

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9 **LEGAL ARGUMENT**

10 11 U.S.C. §363, in conjunction with F.R.B.P. 6004, allows a debtor, upon motion and
11 opportunity for a hearing, to sell property of the estate other than in the ordinary course of
12 business. The proposed sale is a “short sale,” and thus the Debtor will not receive any funds from
13 the sale and is short selling the property to reduce liability and increase cash flow.

14 The purchaser of the Subject Property is purchasing said property in good faith. A good
15 faith purchaser, as defined in §363(m) of the Bankruptcy Code, is one who purchases for “value”
16 and where there is no fraud or collusion in the bidding process. *See In re Filtercorp, Inc.*, 163
17 F.3d 570 (9th Cir. 1998). A good faith buyer has been further described as “one who buys ‘in
18 good faith’ and ‘for value’” *See Ewell v. Diebert (In re Ewell)*, 958 F.2d 276,281 (9th Cir. 1992).
19 A lack of good faith is typically shown by “fraud, collusion between the purchaser and other
20 bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *See*
21 *Community Thrift & Loan v. Suchy (In re Suchy)*, 786 F.2d 900, 902 (9th Cir. 1985)
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23
24 Here, the buyer is purchasing the property for their own use or investment. The buyer is
25 neither an insider nor affiliate of the Debtor, and there is no prior relationship between the buyer
26 and the Debtor. The buyer is a real estate investment company and one principal is a local real
27 estate broker, but these facts have been clearly disclosed to the secured lenders and Wells Fargo
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1 has issued an approval based on the self-represented buyer not receiving commission (thus
2 increasing the creditor's proceeds). There is no known fraud or collusion with respect to the sale.
3 The sale agreement was negotiated at arms length and constitutes a good faith purchase in
4 accordance with the Bankruptcy Code. The Debtor believes that the proposed sale is in the best
5 interest of the estate (see Declaration of Michele Mayer). The Debtor, and her realtor, also
6 believe that the Subject Property has been adequately exposed to the market and that the sale
7 price is the maximum price the Subject Property could be expected to sell for under the current
8 conditions. Furthermore, in order to close the short sale, all parties including Debtor's creditors
9 must agree to the sale price as a good faith sale. As such, Debtor submits that the sale constitutes
10 a good faith purchase in accordance with the Bankruptcy Code.
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13 **THE DEBTOR REQUESTS AUTHORITY TO CLOSE IMMEDIATELY UPON**
14 **APPROVAL OF THE SALE**
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16 Federal Rule of Bankruptcy Procedure Rule 6004(h) states: "an order authorizing the use,
17 sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after
18 the entry of the order, unless the court orders otherwise." (emphasis added). The 1999
19 Amendment by the Committee Notes on Rules (GAP Report) clarifies that "The court may, in its
20 discretion, order that Rule 6004(g) [now 6004(h) is not applicable so that the property may be
21 used, sold, or leased immediately in accordance with the order entered by the court." The Debtor
22 anticipates closing escrow imminently after the hearing on this Motion, if the Motion is
23 approved, for a number of reasons including ensuring that the buyer does not back out of the
24 proposed sale. For these reasons, the Debtor requests that the Court order and authorize that the
25 short sale may be effectuated immediately upon entry of its order.
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WHEREFORE, Debtor and Debtor-in-Possession Michele Ann Mayer prays for an order:

- 1) Authorizing the short sale of the Debtor’s Real Property located at 15851 Edmiston Ave, Ivanhoe, CA 93235, only upon consent from all secured claimholders and in strict accordance with the approval letter issues by Wells Fargo or any future extension or further approval thereof;
- 2) Authorizing the payment of commissions, taxes, and fees related to the sale in an amount not exceeding \$3,857.79;
- 3) That the 14 day stay of FRBP 6004(h) be waived and that Debtor be authorized to close the sale immediately upon approval by the court; and,
- 4) For any such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED:

LAW OFFICES OF ANDREW A. MOHER

Dated: May 8, 2018

By: /s/ Andrew A. Moher
/s/ Andrew A. Moher, Attorney for Debtor

Dated: May 8, 2018

By: /s/ Michele Ann Mayer
Michele Ann Mayer, Debtor

1 ANDREW A. MOHER. SBN: 257605
2 **LAW OFFICES OF ANDREW A. MOHER**
3 5560 La Jolla Blvd, Suite D
4 La Jolla, CA 92037
5 Telephone: 619-269-6204
6 Facsimile: 619-923-3303
7 Attorney for Debtor Michele Ann Mayer

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11 **UNITED STATES BANKRUPTCY COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**
13

14 In Re:
15 Michele Ann Mayer

16 Case No. 16-07171-LA11

17 CHAPTER 11

18 **DECLARATION OF MICHELE
19 MAYER IN SUPPORT OF MOTION
20 FOR AUTHORITY TO SHORT SELL
21 REAL PROPERTY UNDER 11 U.S.C.
22 §363 and F.R.B.P. 6004**

23 **[15851 Edmiston Ave, Ivanhoe, CA
24 93235]**

25 Judge: Hon. Louise D. Adler
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I, Michele Mayer, hereby declare:

1. I have personal knowledge of the facts contained in this declaration, except as to any matters alleged upon information and belief and as to those matters I believe them to be true. If called as a witness, I could and would testify thereto.
2. I am the owner of the property located at 15851 Edmiston Ave, Ivanhoe, CA 93235 (“Subject Property”) in this motion. I disclosed the Subject Property on my bankruptcy schedules and all other relevant documents.
3. I have entered into an agreement to short sell the Subject Property. My broker and I have negotiated the agreement with my lenders who have agreed to the sale price.

DECLARATION

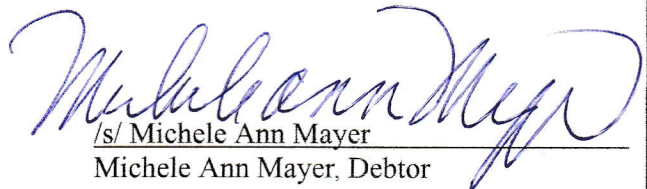
1 The agreed sale price is \$110,000.00. A true and correct copy of the estimated
2 settlement statement is attached as Exhibit "B."

- 3 1) I believe that the agreed sales price is an accurate reflection of the fair market value
4 of the home. The Subject Property is a 3 bedroom, 2 bathroom, 1127 sq. ft. single-
5 family home. The Subject Property is in distressed condition, with a large yard and
6 several old metal sheds, as well as substantial debris and overgrown foliage. The
7 patio cover showed extensive signs of water damage. My Broker and I undertook
8 extensive marketing efforts to list and sell the Subject Property by listing it in the
9 Tulare County MLS, and picked up by Zillow, Realtor.com, Homes.com, and I
10 believe the sale price is a reasonable price reflective of the fair market value. The
11 proposed buyer is a third party real estate investment company with no personal or
12 professional connection to myself.
- 13 4. The Subject Property is encumbered by the liens and encumbrances as set forth in the
14 estimated settlement statement attached as Exhibit "B." I have reviewed the
15 information on the encumbrances in the Motion and to the best of my knowledge
16 those amounts are a complete and correct accounting of the parties and amounts owed
17 regarding the Subject Property.
- 18 5. I have no personal or professional relationship with the buyer LLC or its principals.
19 Luis Mota is a well known realtor in the area and has in the past bought one of my
20 properties, but has never been my agent and there was no preference given to him in
21 this transaction and no separate arrangements were made with him as opposed to any
22 other buyer. All details regarding the transaction have been disclosed to the banks,
23 and my understanding is that Mr. Mota and the LLC provided all requested
24 documents to the bank and have waived their commission, and that Wells Fargo has
25 approved the short sale after review of all information.

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- 6. As set forth in the settlement statement, commissions of up to \$3,300.00 are to be paid to the seller's broker facilitating the sale, with other liabilities and costs of sale in the amount of \$557.79, totaling \$3,857.79.
- 7. I will receive no funds from the closing of this short sale. However, I believe it is the best interest of all parties to close this short sale promptly as I am not receiving rental income and am having to pay for maintenance/upkeep on the property. The closing of this short sale will reduce expenses and increase my cash flow.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 9th day of May, 2018, at Lakeside, California.


/s/ Michele Ann Mayer
Michele Ann Mayer, Debtor

DECLARATION

1 ANDREW A. MOHER. SBN: 257605
2 **LAW OFFICES OF ANDREW A. MOHER**
3 5560 La Jolla Blvd, Suite D
4 La Jolla, CA 92037
5 Telephone: 619-269-6204
6 Facsimile: 619-923-3303
7 Attorney for Debtor Michele Ann Mayer

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11 **UNITED STATES BANKRUPTCY COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**
13

14 In Re:
15 Michele Ann Mayer

16 Case No. 16-07171-LA11

17 CHAPTER 11

18 **DECLARATION OF CINDY CORAY**
19 **IN SUPPORT OF MOTION FOR**
20 **AUTHORITY TO SHORT SELL REAL**
21 **PROPERTY UNDER 11 U.S.C. §363**
22 **and F.R.B.P. 6004**

23 **[15851 Edmiston Ave, Ivanhoe, CA**
24 **93235]**

25 Judge: Hon. Louise D. Adler
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I, Cindy Coray, hereby declare:

1. I have personal knowledge of the facts contained in this declaration, except as to any matters alleged upon information and belief and as to those matters I believe them to be true. If called as a witness, I could and would testify thereto.
2. I am the realtor for the Debtor regarding the property located at 15851 Edmiston Ave, Ivanhoe, CA 93235 (“Subject Property”) in this motion.
3. The Debtor, through my brokerage, has entered into an agreement to short sell the Subject Property. I have negotiated the agreement with Debtor’s lenders who have agreed to the sale price. The agreed sale price is \$110,000.00.

DECLARATION

1 4. I believe that the agreed sales price is an accurate reflection of the fair market value
2 of the home. The Subject Property is a 3 bedroom, 2 bathroom, 1127 sq. ft. single-
3 family home. The Subject Property is in distressed condition, with a large yard and
4 several old metal sheds, as well as substantial debris and overgrown foliage. The
5 patio cover showed extensive signs of water damage. I undertook extensive marketing
6 efforts to list and sell the Subject Property by listing it in the Tulare County MLS, and
7 picked up by Zillow, Realtor.com, Homes.com, and believe the sale price is a
8 reasonable price reflective of the fair market value. The Subject Property was initially
9 listed at \$99,000.00. I received an offer for \$85,000.00 that was the only offer
10 received for the property. The lenders initially approved the short sale at that price,
11 but after the first position loan was transferred to Fay Servicing, the lender ordered an
12 appraisal and withdrew the approval and required a price of \$110,000.00 for
13 approval. The buyer accepted. The short sale will pay the first position's lien in full,
14 and will pay \$11,958.30 to the second position lienholder, Wells Fargo. Wells Fargo
15 has approved the short sale with these terms. A true and correct copy of Wells
16 Fargo's approval letter is attached as Exhibit "C" to the motion.

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19 5. The proposed buyer is a LLC created by a local real investment company. The
20 principals of the LLC are Dean Rogers and Luis Mota. Mr. Mota is a well known
21 local real estate investor and real estate broker. I do not recall specifically doing a real
22 estate transaction with Mr. Mota in the past but I am not positive that he has not been
23 the agent on the other side of any of my transactions. I do not have any ongoing or
24 consistent business relationship of any kind with Mr. Mota, and do not have a
25 personal relationship with Mr. Mota. All negotiations were done at arms length, and
26 in fact Mr. Mota increased his offer to match the bank's requirements.
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6. The buyer has disclosed all requested information to the lenders, including the LLC articles of organization and operating agreement. The lenders have agreed to approve the terms of the short sale (see Exhibit “C”) so long as the buyer does not charge commission as a self-represented party. The buyer has agreed to these terms.
7. The Subject Property is encumbered by the liens and encumbrances as set forth in the estimated settlement statement attached as Exhibit “B.” I have reviewed the information on the encumbrances in the Motion and to the best of my knowledge those amounts are a complete and correct accounting of the parties and amounts owed regarding the Subject Property.
8. A true and correct copy of the approval for the short sale from Wells Fargo is attached hereto as Exhibit “C.” The approval will expire on June 22, 2018 but I am in active discussions with Wells Fargo and am confident the expiration date can be extended to allow the short sale to close if additional time is needed.
9. As set forth in the settlement statement, commissions of up to \$3,300.00 are to be paid to the seller’s agent facilitating the sale (the buyer’s agent has agreed to not charge commission) with other liabilities and costs of sale in the amount of \$557.79, totaling \$3,857.79. The Debtor will receive no funds from this sale as it is a negotiated short sale.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge. Executed this 9th day of May, 2018, at Visalia, California.


Cindy Coray

Exhibit "A"

Escrow No. 76076-SC
Title Order No. 00076076

EXHIBIT "A"

Lot 39 of Tract No. 534, in the County of Tulare, State of California, as per Map recorded in Book 27, Page 18 of Maps, Tulare County Records.

Exhibit "B"

American Land Title Association	Estimated	ALTA Settlement Statement - Combined Adopted 05-01-2015
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File Number:	01180-267094	Stewart Title of California, Inc
Print Date & Time:	5/7/2018 10:32 AM	3710 West Mineral King Avenue
Escrow Officer:	Debi Lane	Visalia, CA 93291
Settlement Location:	3710 West Mineral King Avenue Visalia, CA 93291	

Property Address:	15851 Edmiston Avenue Ivanhoe, California 93235		
	Lot 39, 534, Book 27, Page 18, Tulare County, California		
	107-212-002		
Buyer:	Home Helpers Group Partners, LLC, CA		
Seller:	Michele Mayer, CA		
Lender:	Cash Transaction, CA		
Settlement Date:	6/22/2018		
Disbursement Date:	6/22/2018		
Additional dates per state requirements:	6/22/2018		

Seller		Description	Borrower/Buyer	
Debit	Credit		Debit	Credit
		Financial		
	\$110,000.00	Sales Price of Property	\$110,000.00	
		Deposit		\$1,000.00
		Prorations/Adjustments		
	\$35.29	County Taxes 6/22/2018 to 7/1/2018	\$35.29	
		Other w/Carryover		
		Title Charges & Escrow/Settlement Charges		
\$578.00		Title - Owner's Policy \$110,000.00 Premium - \$578.00 to Stewart Title of California, Inc		
		Binder if requested to Stewart Title of California, Inc	\$52.50	
\$40.00		Title - Delivery Fee to Stewart Title of California, Inc		
\$25.00		Title - Document Preparation Fee to Stewart Title of California, Inc	\$75.00	
\$565.00		Title - Settlement Fee to Stewart Title of California, Inc	\$315.00	
\$34.00		Title - Wire Fee to Stewart Title of California, Inc		
		Commission		
\$3,300.00		Real Estate Commission Seller's Broker \$3,300.00 to Modern Broker, Inc.		
		Government Recording and Transfer Charges		
\$241.00		Recording Fee for Order-estimate to Stewart Title of California, Inc		
		Recording Fees Deed: \$80.00 Mortgage: to Stewart Title of	\$80.00	

		California, Inc		
\$121.00		Tax Stamp for County Deed to Stewart Title of California, Inc		
		Payoff(s)		
\$93,093.99		Payoff of First Mortgage Loan to Fay Servicing; Loan: 0000184770 Principal Balance \$80,416.69 Interest on Payoff 0.000000% Good Through 6/22/2018 (\$16.19000000/day) \$679.98 interest to 5/12/2018 \$8,793.09 impound overdraft \$2,604.23 estimated late fee due \$100.00		
\$11,958.30		short sale proceeds-2nd estimated to 2nd lien Principal Balance \$11,958.30		
		Miscellaneous		
\$79.00		Natural Hazard Disclosure Report to Property ID		
Seller			Borrower/Buyer	
Debit	Credit		Debit	Credit
\$110,035.29	\$110,035.29	Subtotals	\$110,557.79	\$1,000.00
		Due From Borrower/Buyer		\$109,557.79
	\$0.00	Due From Seller		
\$110,035.29	\$110,035.29	Totals	\$110,557.79	\$110,557.79

SUBSTITUTE FORM 1099 SELLER STATEMENT: The information contained herein is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. SELLER INSTRUCTIONS: If this real estate was our principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040). This transaction does not need to be reported on Form 1099-S if you sign a certification containing assurances that any capital gain from this transaction will be exempt from tax under new IRS Code Section 121. You are required by law to provide the Settlement Agent with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Stewart Title of California, Inc to cause the funds to be disbursed in accordance with this statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this Settlement Statement pertaining to "Comparison of Loan Estimate, Closing Disclosure and Settlement Statement Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters. The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

HOME HELPERS GROUP PARTNERS, LLC

Luis D. Mota, Managing Member

Michele Mayer

Exhibit "C"

Wells Fargo Home Equity
MAC F2303-033
One Home Campus
Des Moines, IA 50328



May 8, 2018

MICHELE MAYER
8662 WINTER GARDENS BLVD
LAKESIDE, CA 92040-5415

Account Information	
Online:	wellsfargo.com
Fax:	1-866-834-7648
Telephone:	1-866-970-7821, Ext: 1335621375
Correspondence:	PO Box 10335 Des Moines, IA 50306
Hours of Operation:	Monday -Friday 8:00 a.m.-4:30 p.m. Central Time
Account Number:	xxxxxxxx74600001
Property Address:	15851 EDMISTON AVE IVANHOE, CA 93235

Subject: Notice of short sale status on your mortgage
Projected closing date: June 22, 2018
Buyer(s): Home Helpers Partners, LLC

Dear MICHELE MAYER:

We're writing to let you know that we have conditionally approved you for a short sale on the property referenced above. The following notice of short sale approval will provide all of the conditions and requirements that must be met before the short sale transaction can be finalized.

Our conditional approval is valid until June 22, 2018, and requires that we receive written acceptance by you on or before June 22, 2018. To accept, you must sign, date, and return this short sale approval letter. The letter must be signed in front of a notary as indicated in the Notary Instructions enclosed.

What you need to know about a short sale

With a short sale, you may have the option to sell your home for less than the amount owed on your mortgage. By doing this, you will be released from your obligation to pay back your primary mortgage under its original terms. And as your mortgage servicer, Wells Fargo Home Equity will accept the proceeds of the sale as payment in full.

As the homeowner, you may be able to:

- Avoid a foreclosure sale.
- Stay in your home until the new owner closes, giving you time to make other living arrangements.
- Pay no fees — all closing costs and real estate agent fees will be paid by Wells Fargo Home Equity.
- Eliminate your loan debt.

Conditions you must meet to complete a short sale

Your short sale approval is based on the purchase contract between MICHELE MAYER, the seller(s), and Home Helpers Partners, LLC, the buyer(s), for a purchase price of \$110,000.00. The minimum amount we must receive for the sale of the property after all deductions have been made is called the **acceptable net sale proceeds amount**. The terms of our approval and instructions to you and your closing agent are as follows:

Section one — transaction overview

1. The acceptable net sale proceeds amount is \$11,958.30.
2. Cash contribution of \$0.00.

3. The following transaction details summarize the information noted above:

Approved purchase price:	\$110,000.00
Acceptable net sale proceeds amount:	\$11,958.30
Borrower payment:	
Cash at closing:	\$0.00

Section two – approved seller closing costs

Approved Seller Closing Costs:

Real Estate Commission: \$3,300.00 (3.00000% of the purchase price)

Excess funds, if any, except those necessary to pay off any senior liens, must be paid to Wells Fargo Home Equity.

Section three – before we can finalize your short sale

- Acknowledge and waive any and all rights to any escrow balance, insurance proceeds, or refunds from prepaid expenses.
- You, or any other party, cannot receive any sale proceeds or any funds as a result of this transaction except as specified in this notice.
- The purchase contract may not be amended without Wells Fargo Home Equity prior written approval.
- Ensure that any relationship among a participating broker/real estate agent has been disclosed prior to issuing this notice of short sale approval. This transaction may not close if it involves any third party who received a deed from the borrower/seller at, before, or after closing, and the purchase contract may not be assigned.

In addition, the sale must be an *arm's length transaction*. This means the parties to the transaction (buyer, seller, and their respective agents) cannot have a close personal or business relationship. Also, the buyer and seller, and/or any agent of the buyer or seller, cannot knowingly misrepresent the fair market value of the property during this sale/purchase of the property. Any knowing violation of the arm's length transaction requirement or misrepresentation of the fair market value may cause this approval to be void and Wells Fargo Home Equity may pursue available remedies at law.

- If you have a senior lien or any home equity loans, lines, junior liens or other subordinate liens (like a tax or mechanic's lien) on your property, they will be considered separately from your transaction. To ensure the short sale proceeds smoothly, it is essential for you to begin working with any other creditors immediately after being approved for a short sale. If you do not resolve transactions with other lien holders it could cause delays or even cancellation of the short sale closing.
- All parties to the transaction must agree to the conditions of the enclosed Lenders Terms and Conditions. If any party of the transaction does not agree to the Lenders Terms and Conditions and complete the document as allowed by applicable law, this notice of approval will be null and void. The Lenders Terms and Conditions must be completed and returned to Wells Fargo Home Equity along with the Signed and Notarized Short Sale Approval letter prior to the closing date. These documents can be sent by fax or mail:

Fax: 1-866-834-7648

Mail: Wells Fargo Home Equity
Home Preservation Team Support MAC F2303-033
One Home Campus
Des Moines, IA 50328

- If you're involved in a bankruptcy, please understand that additional court consent may be needed, if consent is not provided it may prevent us from completing the short sale. If you have questions, please consult with your bankruptcy attorney.
- If you do not comply with any of the conditions/requirements included in this notice, it results in our refusal to issue a satisfaction, release, or conveyance of your mortgage.

- In accordance with state and local laws, this conditional approval may be voided at any time (at the discretion of Wells Fargo Home Equity).
- You, as the seller, must advise your closing agent that they must provide us a copy of the final closing disclosure on the closing date. The final closing disclosure must comply with the approval terms included in this notice and must contain complete buyer and seller information, including a forwarding address for the seller. If closing is delayed and/or rescinded, we must be notified immediately to review the request and provide written approval, if granted.
- In addition, you as the seller, for and in consideration of the approval, closing, and funding of the short sale, agree that you will re-sign any documents after closing if any corrections are needed. These corrections may be due to any typographical or clerical errors discovered in any or all of the closing documentation required to be signed at the time of closing.
- The acceptable net sales proceeds, together with any excess funds, must be wired to:

Wells Fargo Bank, N.A
420 Montgomery Street
San Francisco, CA 94104
Account Number: 4121704191
ABA Number: 121000248
Special Information for Beneficiary:
Apply funds to loan: xxxxxxxx74600001
From: Sender's name, phone number

Please note: The above information is mandatory and if not provided, the wire will be rejected. If rejected, you may be liable for a return wire fee.

- After certified funds are received and approval is final, a document releasing the mortgage will be sent to record this decision.
- The closing documents should be faxed to 1-866-834-7648 on the closing date.

What you need to know about any remaining balance on your loan

- The estimated amount of total debt outstanding as of the date of this letter is \$29,968.16.
- Because, with a short sale transaction, the home is sold for less than the total debt outstanding, there may be a deficiency balance. This is the dollar difference between the total debt outstanding and the acceptable sale proceeds amount. The estimated deficiency balance as of the date of this letter is \$18,009.86.
- Please take note that the investor (and all other interested parties) on your loan, in releasing its security interest in this real property, waives the right to collect that amount that constitutes full payment of the secured debt.
- Wells Fargo Home Equity will report amounts of debt that have been cancelled to the IRS, if required to do so under IRS regulations.
- If the account that is the subject of this short sale approval letter is a line of credit account, the right to obtain additional credit advances pursuant to the terms of the line of credit agreement is terminated immediately upon the acceptance of this short sale approval.

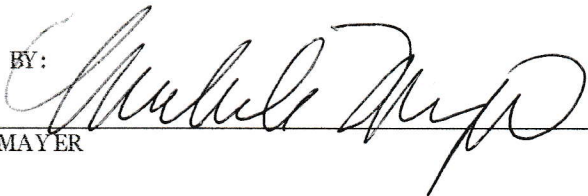
We're here to help

We look forward to working with you, and encourage you to call us at the phone number below if you have any questions about the information in this letter. If you have difficulty reaching your single point of contact, please contact Wells Fargo Home Equity at 1-866-970-7821, Monday through Thursday 8:00 a.m. to 6:00 p.m.; Friday 8:00 a.m. to 5:00 p.m. Central Time.

Sincerely,

Nicholas A Bagby
Home Preservation Specialist
Wells Fargo Home Equity
Phone: 1-866-970-7821
Ext: 1335621375
Fax: 1-866-834-7648

Enclosure

ACCEPTED BY:  _____

X _____ Date 5/9/18

X _____ Date _____

X _____ Date _____

X _____ Date _____

Contact us

If you'd like to request information, notify us of an error, or share any concerns you may have about the servicing of our loan, please contact us at P.O. Box 10335, Des Moines, IA 50306. Please include your account number with all correspondence.

Get free counseling to help manage expenses and avoid foreclosure. Reach out to a local HUD-approved, non-profit housing counseling agency if you're struggling to keep up with monthly expenses, or want help to avoid foreclosure. At no cost, a counselor will work closely with you, providing the information and assistance you need. To find an agency near you, go to www.hud.gov/offices/hsg/sfh/hcc/fc. Or call 1-800-569-4287 (TDD 1-800-877-8339). You can also call HOPE Hotline at 1-888-995-HOPE (4673).

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Equity.

Where appropriate, Wells Fargo Home Equity is required to inform you that, as your account servicer, we are attempting to collect a debt and any information obtained will be used for that purpose. However, if you are a customer involved in an active bankruptcy case or you received a discharge in a bankruptcy case where the account was not otherwise reaffirmed or excepted from discharge, then this notice is being provided to you for informational purposes only, and this is not a bill or a request for payment as to any such customer(s).

We may report information about your account to credit consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. Completed short sales and deeds in lieu of foreclosure, sometimes referred to as Mortgage Release, may be reported to the consumer reporting agencies as paid-in-full for less than the balance.

We cannot provide tax or legal advice. Please consult a tax professional and/or legal advisor to understand if your income taxes may be affected by this activity.

With respect to those accounts secured by property located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or <http://www.ftc.gov>.

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