

1 Daniel King, Esq. (SBN: 207911)
2 Kevin Tang, Esq. (SBN: 291051)
3 **GENESIS LAW GROUP**
4 3435 Wilshire Blvd., Suite 1111
5 Los Angeles, California 90010
6 Tel.(213)388-3887; Fax. (213)-388-1744

7 Attorney for Debtor and Debtor-in-Possession

8
9 **UNITED STATES BANKRUPTCY COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA-LOS ANGELES DIVISION**
11

12 In Re:

13 **SALAHEDDINE ELMOQADDEM,**

14 **Debtor and Debtor-in-possession,**

CASE NO: 2:16-bk-23884-VZ

Chapter 11

15 **DEBTORS' MOTION FOR ORDER (1)**
16 **AUTHORIZING SALE OF 106 TURMAN**
17 **AVENUE SE, ATLANTA, GA 30315, FREE**
18 **AND CLEAR OF LIENS, CLAIMS AND**
19 **INTERESTS; (2) APPROVING PURCHASE**
20 **AND SALE AGREEMENT; (3) ASSUMING**
21 **AND ASSIGNING EXECUTORY**
22 **CONTRACTS AND LEASES RELATING**
23 **TO THE PROPERTY; (4) DETERMINING**
24 **THAT BUYERS ARE GOOD FAITH**
25 **PURCHASERS; AND (5) WAIVING THE**
26 **FOURTEEN (14) DAY SAY PRESCRIBED**
27 **BY RULE 6004(h) OF THE FEDERAL**
28 **RULES OF BANKRUPTCY PROCEDURE;**
MEMORANDUM OF POINTS OF
AUTHORITIES; DECLARATIONS OF
SALAHEDDINE ELMOQADDEM

DATE: January 9, 2018

TIME: 11:00 am

COURTROOM: 1368

PLACE: 255 E. Temple St.,
Los Angeles CA 90012

1 **TO THE HONORABLE VINCENT ZURZOLO , OFFICE OF THE UNITED STATES**
2 **TRUSTEE, SECURED CREDITORS, AND THEIR COUNSEL (IF KNOWN) AND**
3 **TWENTY LARGEST UNSECURED CREDITORS:**

4 The above-captioned debtors-in-possession, Salaheddine Elmogaddem (“Debtor”), by
5 and through his attorney of record herein, Kevin Tang, Esq. (“Counsel”) hereby respectfully
6 submits his “Motion for Order (1) Authorizing Sale of 106 Turman Avenue SE, Atlanta,
7 Georgia 30315 Free and Clear of Liens, Claims and Interests; (2) Approving Purchase and Sale
8 Agreement; (3) Assuming and Assigning Executory Contracts and Leases Relating to the
9 Property; (4) Determining That Buyers Are Good Faith Purchasers; and (5) Waiving the
10 Fourteen Day Stay Prescribed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure”
11 (“Motion”), and respectfully represent as follows:

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14 Through this Motion, the Debtor seeks an order approving the sale (“Sale”) of the rental
15 property owned by the Debtor located at 106 Turman Avenue SE, Atlanta, Georgia 30315
16 (“Property”). Debtor seeks to sell the Property on the terms and conditions stated in the
17 “Residential Sales Contract” between the Debtor and Life Marketing Group, Inc. (“Buyer”) for
18 \$49,000.00 (“Purchase Price”). A true and correct copy of the Residential Sales Contract
19 between the Debtor and Life Marketing Group, Inc. is attached hereto as **Exhibit 1**.

20
21 The Sale is not subject to overbid. The Sale will result in cash proceeds to be paid to the
22 Estate and is sufficient to cover the costs of administration and trustee fees, in full.

23
24 Debtor seeks to sell the Property free and clear of all liens, claims, and interests upon
25 close of the Sale. The Property is being sold on an “as is, where is” basis, with no warranties,
26 recourse, contingencies, or representation of any kind.
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1 This Motion is made pursuant to 11 U.S.C. §§ 363(b)(1) and Federal Rules of
2 Bankruptcy Procedure 6004 and 6006. Debtor believes the Sale is in the best interests of the
3 Estate. In support of this Motion, Debtor will rely on these moving papers, the accompanying
4 Memorandum of Points and Authorities and the Declaration of Salaheddine Elmoqaddem
5 attached hereto, the exhibits attached to this Motion, the notice of the Motion, the record in this
6 case, all facts and documents that are judicially noticeable and any other or further evidence or
7 arguments presented to the Court prior to or at the hearing on the Motion.
8

9 Accordingly, Debtor respectfully requests that this Court enter an Order:

- 10 1. Granting the Motion;
- 11 2. Authorizing and approving the Sale to the Life Marketing Group, Inc.
12 (“Buyer”) free and clear of all liens, claims and encumbrances;
- 13 3. Authorizing the Debtor to take all necessary and reasonable steps to consummate the
14 Sale of the Property;
- 15 4. Finding that the Buyer purchased the Property in "good faith," as defined in 11 U.S.C.
16 § 363(m);
- 17 5. Authorizing the Debtor to execute any documents necessary to implement the terms
18 of the Sale;
- 19 6. Compelling all holders of liens and encumbrances, if any, to execute any and all
20 documentation that may be required to all escrow to close;
- 21 7. Allowing the Debtor, pursuant to 11 U.S.C. §542(a), to deliver the Property to the
22 purchaser free and clear of any tenancy, except as described herein;
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- 1 8. Providing that the notice given by the Debtor in connection with the Sale and the
2 hearing thereon is proper and complies with all applicable provisions of the
3 Bankruptcy Code and Federal Rules of Bankruptcy Procedure;
4 9. Granting such other and further relief as is just and appropriate.
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6
7 Dated: December 18, 2017

Respectfully submitted,

8 Genesis Law Group
9

10 /s/ Kevin Tang
11 Kevin Tang, Esq.
12 Attorney for the Debtor and Debtor in Possession
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. STATEMENT OF FACTS**

3 **A. Debtor's Bankruptcy Case and the Property**

4 Salaheddine Elmogqddem ("Debtor") filed a voluntary petition for relief under
5 Chapter 11 of the United States Bankruptcy Code on October 20, 2016. Debtor's filed Schedules
6 [Docket No. 13] identify Debtor's interest in real property located at 106 Thurman Avenue SE,
7 Atlanta, Georgia 30315 ("Property"). The Order Approving the Debtor's Disclosure Statement
8 [Docket No. 75] was entered on October 10, 2017.

9
10 **B. The Buyer**

11 Debtor has identified the Life Marketing Group, Inc. ("Buyer") as interested in
12 acquiring the Property. Debtor and Buyer had not entered into a completed purchase agreement.
13 Debtor's Counsel prepared the Residential Closing Statement in conjunction with Wordren &
14 Associates, LLC the settlement agent ("Settlement Agent"). The Residential Closing Statement
15 has been approved by the Debtor, Buyer and Settlement Agent. Debtor has no connection with
16 Life Marketing Group, Inc. other than its interest in acquiring the Property and their
17 communication with the Debtor about acquiring the Property.
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20 **C. Liens and Encumbrances Against the Property**

21 There are no liens or encumbrances against the Property.

22 **D. Sale and Disposition of Proceeds**

23 The Sale, as approved by this Court, shall be free and clear of all liens, claims and
24 other encumbrances. The Sale shall close within thirty days of entry of an order approving the
25 Motion, should such approval be obtained. The Sale is on an "as is, where is" basis without any
26 warranties or representations from the Debtor. Further details are provided in the attached HUD
27 Statement regarding the sale attached hereto as **Exhibit 2**.
28

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

9
10 11 U.S.C. § 363(f).

11
12 The Debtor conducted a search of purported holders of liens against the Property in
13 conjunction with the proposed Sale. The Debtor did not find any such purported lienholders, but
14 if any are found, will serve such purported lienholders with notice of the Motion, and will serve
15 notice an any Sale order approving the relief requested by the Motion. There are no known liens
16 on the Property at this time.

17
18 The Debtor may sell the Property free and clear of liens pursuant to 11 U.S.C. §
19 363(f)(3), as the price of the property is to be sold is greater than the aggregate value of all liens
20 on such property.

21 **B. Waiver of the Fourteen (14) Day Period for Effectiveness of Sale Order**

22 Rule 6004(h) provides that “An order authorizing the use, sale, or lease of property
23 other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless
24 the court orders otherwise.” FRBP 6004(h). It is established through the legislative history to
25 Rule 6004 that “the Court may, in its discretion, order that Rule 6004(g) [now 6004(h)] is not
26 applicable so that the property may be used sold, or leased immediately in accordance with the
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1 other entered by the court. Alternatively, the court may order that the stay under Rule 6004(g)
2 [now 6004(h)] is for a fixed period less than 10 [now 14] days.”

3 Given the notice and full opportunity to object to the Motion, the Debtor believes
4 that, unless there are objections to the Motion that are not consensually resolved, it is appropriate
5 and good cause exists for the Court to order that 6004(h) is not applicable, and that Property may
6 be sold immediately. The Debtor’s goal is to sell the Property quickly to minimize the time
7 Debtor must operate it. An expedient conclusion to the Sale process will inure to the benefit of
8 the Estate and its creditors, and minimize the risk.
9

10 **C. Buyer is a Good Faith Purchaser**

11 The proposed Buyer is a good faith purchaser entitled the protections of 11 U.S.C. §
12 363(m). The Debtor negotiated at arm’s length with the Buyer regarding the terms of the U.S.
13 Department of Housing and Urban Development Settlement Statement (“HUD Closing
14 Statement”) see **Exhibit 2**. The proposed Sale is not predicated on fraud or collusion. The Buyer
15 is not an insider. Based upon the foregoing, the Debtor submits the Motion meets the
16 requirements for approval of a Sale of the Property outside of the ordinary course of business
17 pursuant to 11 U.S.C. § 363(b), and good cause exists to make a finding that the Buyer is
18 purchasing the Property in “good faith” pursuant to 11 U.S.C. § 363(m).
19
20

21 **D. Tax Consequences**

22 The Debtor does not foresee any tax consequences to the proposed Sale. All income
23 taxes arising as a result of the Sale will be paid by the Debtor. However, the cash proceeds from
24 the proposed Sale are sufficient to allow the Debtor to generate enough income to meet his tax
25 burden.
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III.

CONCLUSION

Based on the foregoing, the Debtor respectfully requests that the Court enter an Order as follows:

1. Granting the Motion;
2. Approving the Sale of the Property to the Buyer free and clear of all liens, claims, encumbrances;
3. Finding that the Buyer purchased the Property in “good faith” as defined in 11 U.S.C. § 363(m);
4. Providing that the Debtor is authorized to execute and deliver on behalf of the Estate any documents as may be necessary to implement the terms of the Sale;
5. Providing that the notice given by the Debtor in connection with the Sale and the hearing thereon is adequate and complies with all applicable provisions of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure;
6. Authorizing the payment of any unpaid property taxes and related Sale costs directly from escrow.
7. Waiving the 14-day stay prescribed by Rule 6004(h) of the Federal Rules of Bankruptcy Procedure; and
8. Granting such other and further relief as is just and appropriate.

Date: December 18, 2017

Respectfully submitted,

Genesis Law Group

By: /s/ Kevin Tang
Kevin Tang, Esq.
Attorney for the Debtor and
Debtor in Possession

DECLARATION OF SALAHEDDINE ELMOQADDEM

I, Salaheddine Elmoqaddem, declare as follows:

1. I am over the age of eighteen. I have personal knowledge of the information contained heretin and if called upon the testify, I could and would competently testify thereto.
2. Unless otherwise, stated, the facts set forth in this declaration are personally known to me and if called upon as a witness, I could and would testify competently thereto.
3. I make this declaration in support of Debtor's Motion for Order (1) Authorizing Sale of 106 Turman Avenue SE, Atlanta, Georgia 30315, Free and Clear of Liens, Claims and Interests; (2) Approving Purchase and Sale Agreement; (3) Assuming and Assigning Executory Contracts and Leases Relating to the Property; (4) Determining That Buyers Are Good Faith Purchasers; and (5) Waiving the Fourteen (14) Day Say Prescribed By Rule 6004(H) of the Federal Rules of Bankruptcy Procedure ("Motion").
4. That, I own the property located at 106 Turman Avenue SE, Atlanta, Georgia 30315 ("Property").
5. That, I have listed the property for six months and that during this time I have only received one offer on the Property "as is" for the purchase price of \$49,000.00 in cash from Life Marketing Group, Inc. ("Buyer").
6. That, I have not received any other offers on the Property.
7. That, a true and correct copy of the Residential Sales Contract is attached hereto as **Exhibit 1.**
8. That, a true and correct copy of the HUD Closing Statement is attached hereto as **Exhibit 2.**

Date: December 18. 2017



Salaheddine Elmoqaddem

EXHIBIT 1

RESIDENTIAL SALES CONTRACT

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell a tract or parcel of land, with such improvements as are located thereon, described as follows;

MAILING ADDRESS OF:

106 Tullman Ave SE

AND LOCATED IN Atlanta, GA 30315 COUNTY, FULTON.

Together with all electrical, plumbing, air-conditioning, and any other systems of fixtures as are attached thereto and all plants, trees and shrubbery now on the premises.

The purchase price of said property shall be Forty-Nine thousand ~~_____~~ (\$49,000), to be paid as follows: PROCEEDS TO SELLER AT CLOSING AFTER ALL LIENS AND ENCUMBRANCES ARE PAID IN FULL.

Purchaser has paid to SELLER, \$1000 - receipt whereof is hereby acknowledge, as earnest money, which earnest money is to be promptly deposited and is to be applied as part payment of purchaser price of said property as the time sale is consummated.

Seller warrants that Seller presently has title to said property, and at the time the sale is consummated, Seller agrees to convey, good and marketable title to said property to Purchaser by Warranty Deed, subject only to; (1) zoning ordinances affecting said property said property, (2) general utility easements of record serving said property, (3) subdivision restrictions of records, (4) leases, other easements, other restrictions and encumbrances specified in this contract. In the event leases are specified in this contract, Purchaser agrees to assume the Seller's responsibilities there under to tenant, and any other parties to said lease.

Purchases, if she/he elects, shall move promptly and in good faith after acceptance of this contact to examine title and to furnish Seller with a written statement of objections and if Seller fails to satisfy such valid objections within thirty calendar days, then at the option of Purchaser, evidence by written notice to Seller, this contract shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State Of Georgia will insure as it regular rates, subject only to standard exceptions unless otherwise specified herein.

Seller agrees to pay \$ 0 of Purchaser's closing costs, at the time sale is consummated. Closing and pertinent documentation shall be handled by office of Attorney.

All parties hereto shall execute, at sale consummation, all paperwork the attorney deems necessary to carry out the terms of this contract.

Purchaser, Purchaser's agents, or representatives at Purchaser's expense and at reasonable times during normal business hours, shall have the right to enter upon the property for the property for the purpose of inspection, examining (including soil boring), testing and surveying the property. Purchaser assumes all responsibility for the acts of purchaser,

Purchaser's agents or representative in exercising Purchaser's rights under this paragraph and agrees to hold Seller harmless for any damages resulting there from.

Seller warrants that when the sale is consummated the improvements on the property will be in the same condition as they are on the date this contract is signed by Seller, natural wear and tear excepted. However, should the premises by

EXHIBIT 1

destroyed or substantially damaged before the contract is consummated, then at the election of Purchaser, (a) the contract may be cancelled with earnest monies returned to him, or (b) Purchaser may consummate the contract and receive such insurance as is paid on the claim of loss. This election is to be exercised within ten (10) days after the Purchaser has been notified in writing by Seller of the amount of the insurance proceeds, if any, Seller will receive on the claim of loss. If Purchaser has not been notified of said amount within forty five (45) days subsequent to the occurrence of such damage or destruction,

Purchaser may, at Purchaser's option, cancel the contract and collect all earnest monies paid. Time is of the essence with regard to this agreement.

This contract shall ensure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.

The interest of parties to this contract may be transferred or assigned to another partner who shall assume all of the transferor's duties, rights and obligation herein. Said transfer or assignment shall be in writing and a copy of the same shall be delivered to all parties and closing attorney within a reasonable time, but at least forty eight (48) hours prior to sale consummation.

This contract constitutes the sole and entire agreement between the parties hereto and no modification of the terms of this contract shall be binding unless in writing and attached hereto, signed by all parties to this agreement. NO representation, promise or inducement not included in this contract shall be binding upon any party hereto. Any and all other agreements, whether oral or written, with terms other than those herein are hereby declared null and void by all parties hereto.

Real property taxes and assessments, if any, on subject property shall be prorated as of the date of closing.

Seller shall pay State of Georgia property transfer tax at closing.

Sale shall be closed on or before 1-5-17.

Purchaser agrees to allow Seller to retain possession of the premises until midnight or _____.

Seller warrants that all appliances remaining with the dwelling and the heating and air conditioning systems shall be in normal operating conditions at time of closing. Purchaser shall have the privilege and responsibility of making inspections of said equipment and systems prior to closing. Seller shall provide at time of closing a clearance letter from a pest control operator certified in Wood Destroying Organisms certifying apparent freedom from termites and other wood destroying organisms and freedom from structural damage caused thereby. Said inspection must be issued within thirty calendar days of closing date.

The following special stipulation shall control if in conflict with printed material herein:

Closing Attorney: Worden & Asociados, LLC 2675 Paces Ferry Rd. SE
Atlanta, GA 30339

Accepted this 30 day of Nov year 2017.

LMG, Inc
Purchaser: [Signature]

[Signature]
Seller-
Prints

CONTRACT ADDRESS OF _____
AND LOCATED IN _____ COUNTY, _____

EXHIBIT 2

OMB NO. 2502-0268

A. Main Document Page 13 of 17		B. TYPE OF LOAN:	
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.	
SETTLEMENT STATEMENT		6. FILE NUMBER: 106TURMANLMG	7. LOAN NUMBER:
8. MORTGAGE INS CASE NUMBER:			
C. NOTE: <i>This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.</i>			
D. NAME AND ADDRESS OF BORROWER: Life Marketing Group Inc. 106 Turman Avenue SE Atlanta, GA 30315		E. NAME AND ADDRESS OF SELLER: Salaheddine Elmoqaddem	F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION: 106 Turman Avenue SE Atlanta, GA 30315 Fulton County, Georgia		H. SETTLEMENT AGENT: 31-1828357 Worden & Asociados, LLC PLACE OF SETTLEMENT 2675 Paces Ferry Road, SE, Suite 270 Atlanta, Georgia 30339	I. SETTLEMENT DATE: December 7, 2017
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price 49,000.00		401. Contract Sales Price 49,000.00	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400) 611.00		403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes 12/08/17 to 01/01/18 11.65		406. City/Town Taxes 12/08/17 to 01/01/18 11.65	
107. County Taxes 12/08/17 to 01/01/18 3.80		407. County Taxes 12/08/17 to 01/01/18 3.80	
108. Solid Waste 12/08/17 to 01/01/18 31.31		408. Solid Waste 12/08/17 to 01/01/18 31.31	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER 49,657.76		420. GROSS AMOUNT DUE TO SELLER 49,046.76	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Solid Waste to		512. Solid Waste to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517. 2016-17 City/County Taxes to Fulton County Tax Com 1,950.22	
218.		518. 2012-17 Solid Waste Bill to Fulton County Tax Comm 4,066.38	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER 6,016.60	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120) 49,657.76		601. Gross Amount Due To Seller (Line 420) 49,046.76	
302. Less Amount Paid By/For Borrower (Line 220) ()		602. Less Reductions Due Seller (Line 520) (6,016.60)	
303. CASH (X FROM) (TO) BORROWER 49,657.76		603. CASH (X TO) (FROM) SELLER 43,030.16	

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Borrower Life Marketing Group Inc.
BY: _____

Seller _____
Salaheddine Elmoqaddem

EXHIBIT 2
Main Document Page 14 of 17

700. TOTAL COMMISSION Based on Price		\$	@	%		
Division of Commission (line 700) as Follows:						
701. \$	to				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	%	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@	\$	/day (days %)		
902. MIP Totlms. for LifeOfLoan	for	months	to			
903. Hazard Insurance Premium for	1.0 years	to				
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	months @	\$		per month		
1002. Mortgage Insurance	months @	\$		per month		
1003. City/Town Taxes	months @	\$		per month		
1004. County Taxes	months @	\$		per month		
1005. Solid Waste	months @	\$		per month		
1006.	months @	\$		per month		
1007.	months @	\$		per month		
1008.	months @	\$		per month		
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to	Worden & Asociados, LLC			200.00	
1102. Abstract or Title Search	to					
1103. Title Examination	to	Worden & Asociados, LLC/			200.00	
1104. Title Insurance Binder	to					
1105. Document Preparation	to					
1106. Post Closing Fees	to	Worden & Asociados, LLC			100.00	
1107. Courier Fees	to	Worden & Asociados, LLC			50.00	
<i>(includes above item numbers:)</i>						
1108. Title Insurance	to					
<i>(includes above item numbers:)</i>						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$					
1111.						
1112.						
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed \$	12.00; Mortgage \$			Releases \$	12.00	
1202. City/County Tax/Stamps: Deed		49.00; Mortgage			49.00	
1203. State Tax/Stamps:				Mortgage		
1204.		County Clerk of Superior Court				
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303.						
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					611.00	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Worden & Asociados, LLC, Settlement Agent

Certified to be a true copy.

BUYER / SELLER CERTIFICATION

Borrower: Life Marketing Group Inc.
Seller: Salaheddine Elmoqaddem
Settlement Agent: Worden & Asociados, LLC
(678)369-0760
Place of Settlement: 2675 Paces Ferry Road, SE, Suite 270
Atlanta, Georgia 30339
Settlement Date: December 7, 2017
Property Location: 106 Turman Avenue SE
Atlanta, GA 30315
Fulton County, Georgia

The Buyer and Seller this date have checked, reviewed and approved the figures appearing on the Disclosure/Settlement Statement (Statement of Actual Costs), consisting of two (2) pages. Buyer acknowledges receipt of the payment of the loan proceeds in full, and Seller acknowledges payment in full of the proceeds due Seller from the settlement.

As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon the delivery of the warranty deed.

I have carefully reviewed the HUD-1 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 the HUD-1 Settlement Statement.

Life Marketing Group Inc.

Salaheddine Elmoqaddem

BY: _____

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Worden & Asociados, LLC
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U. S. Code Section 1001 & Section 1010.

In re: Salaheddine Elmoqaddem Debtor(s).	CHAPTER: 11 CASE NUMBER: 2:16-bk-23884
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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:
3435 Wilshire Blvd., Suite 1111
Los Angeles, CA 90010

A true and correct copy of the foregoing document entitled (*specify*): DEBTORS' MOTION FOR ORDER (1) AUTHORIZING SALE OF 106 TURMAN AVENUE SE, ATLANTA, GA 30315, FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS; (2) APPROVING PURCHASE AND SALE AGREEMENT; (3) ASSUMING AND ASSIGNING EXECUTORY CONTRACTS AND LEASES RELATING TO THE PROPERTY; (4) DETERMINING THAT BUYERS ARE GOOD FAITH PURCHASERS; AND (5) WAIVING THE FOURTEEN (14) DAY SAY PRESCRIBED BY RULE 6004(h) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE; MEMORANDUM OF POINTS OF AUTHORITIES; DECLARATIONS OF SALAHEDDINE ELMOQADDEM 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 **12/18/17**, 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:

- Daniel King on behalf of Debtor Salaheddine Elmoqaddem dking@TheGenesisLaw.com, r44432@notify.bestcase.com
- Erin M McCartney on behalf of Creditor THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2006-17 bankruptcy@zbslaw.com, emccartney@ecf.courtdrive.com
- Kelly L Morrison on behalf of U.S. Trustee United States Trustee (LA) kelly.l.morrison@usdoj.gov
- Valerie Smith on behalf of Interested Party Courtesy NEF claims@recoverycorp.com
- John J Stumreiter on behalf of Creditor Ram Investments jstumreiter@nemecek-cole.com, stumreiterlaw@gmail.com
- Kevin Tang on behalf of Debtor Salaheddine Elmoqaddem tangkevin911@gmail.com
- United States Trustee (LA) ustpreion16.la.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On **12/18/17**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.



Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____, 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.



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

12/18/17 _____
Date Printed Name

/s/ Dennis Peters _____
Signature

THE BANK OF NEW YORK MELLON FKA THE BANK OF
Zieve, Brodnax & Steele, LLP
30 Corporate Park, Suite 450
Irvine, CA 92606-3401

Label Matrix for local noticing
0973-2
Case 2:16-bk-23884-VZ
Central District of California
Los Angeles
Wed Jul 5 21:24:06 PDT 2017

Ram Investments
c/o John J. Stumreiter
Nemecek & Cole
15260 Ventura Blvd., Ste. 920
Sherman Oaks, CA 91403-5399

American Express Bank, FSB
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

American Express Centurion Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Cavalry Investments, LLC
500 Summit Lake Drive, Ste 400
Valhalla, NY 10595-1340

Executive Financial En
1606 Argyle Ave
Los Angeles, CA 90028-6408

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

Internal Revenue Service
300 North Los Angeles Street, MS 5022
Los Angeles, CA 90012-3478

LNVN Funding, LLC its successors and assigns
assignee of American Express Bank, FSB
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

LNVN Funding, LLC its successors and assigns
assignee of American Express Centurion
Bank
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

PYOD, LLC its successors and assigns as assi
of HSBC Private Label Acquisition
Corporation (USA)
Resurgent Capital Services
PO Box 19008
Greenville, SC 29602-9008

THE BANK OF NEW YORK MELLON FKA THE BANK OF
c/o Shellpoint Mortgage Servicing
PO Box 10826
Greenville, SC 29603-0826

United States Trustee (LA)
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017-3560

Daniel King
The Attorney Group
3435 Wilshire Bl Ste 1111
Los Angeles, CA 90010-2294

Kevin Tang
Tang & Associates
601 S, Figueroa Street., Suite 4050
Los Angeles, CA 90017-5879

Salaheddine Elmoqaddem
8747 Clifton Way, Apt #1
Beverly Hills, CA 90211-2135

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Courtesy NEF

(u)Genesis Law Group

(d)Ram Investments
c/o John J. Stumreiter
Nemecek & Cole
15260 Ventura Blvd., Ste. 920
Sherman Oaks CA 91403-5399

End of Label Matrix
Mailable recipients 18
Bypassed recipients 3
Total 21