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PAUL M. BRENT, ESQ., SBN 125976 [SPACE BELOW FOR FILING STAMP ONLY]
STEINBERG, NUTTER & BRENT
LAW CORPORATION
23801 CALABASAS ROAD, #2031
CALABASAS, CA 91302
818.876.8535 (TEL)
818.876.8536 (FAX)

Counsel For: Debtor and Debtor-In-Possession, Vincent Morella

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:) Case No.: 2:16-bk-18410 RK
VINCENT MORELLA,) Chapter 11
Debtor) NOTICE OF MOTION AND MOTION
TO SELL PROPERTY FREE AND
CLEAR OF LIENS AND
ENCUMBERANCES; DECL. OF
VINCENT MORELLA
)
) Hearing:
) Date: March 8, 2017
) Time: 11:00 a.m.
Place: Courtroom 1575

NOTICE IS HEREBY GIVEN that a hearing shall be held on March 8, 2017,
at 11:00 a.m., in Courtroom "1575" of the United States Bankruptcy Court located at


1 255 East Temple, Los Angeles, California, on the Motion of Vincent Morella, Debtor and
2 Debtor-in-Possession (“Debtor”), for an Order Authorizing Debtor to Sell Property of the Estate
3 Pursuant to 11 U.S.C. §363(b) and (m); and for Order Authorizing Debtor to Sell Property Free
4 and Clear of All Liens and Encumbrances and Interests, pursuant to 11 U.S.C. §363(f)
5 (hereinafter “Motion”).
6

7 This Motion is based upon this Notice of Motion, the following Memorandum of Points and
8 Authorities, the Declaration of Vincent Morella, and on such other and further evidence as may
9 be properly presented to the Court.
10

11 Any creditor, potential bidder, or other party in interest must file with the Court and serve on
12 counsel for the Debtor, so as actually to be received at least fourteen (14) calendar days before
13 the Hearing any objection to the Motion. Any reply to such an objection shall be filed with the
14 Court and served so as to actually be received by at least seven (7) calendar days before the Sale
15 Hearing) on counsel for the appropriate parties.
16

17 Failure to serve and file the papers required by Local Bankruptcy Rule 9013-1(1)(g) may be
18 Deemed by the Court to be consent to the granting of the Motion.

19 STEINBERG, NUTTER & BRENT,
20 LAW CORPORATION

21 
22 PAUL M. BRENT,
23 Counsel for
24 Debtor and Debtor-in-Possession
25
26
27
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Dated: 2/13, 2017

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5 **MEMORANDUM OF POINTS AND AUTHORITIES**
6

7 I.

8 **PRELIMINARY STATEMENT**
9

10 Vincent Morella (the "Debtor") hereby moves for entry of an order authorizing him to sell
11 certain of his assets free and clear of all liens, claims and interests, pursuant to Bankruptcy Code
12 Section 11 U.S.C. § 363(b), (f) and (m), to Jacinda Angela Vincent ("JAV "). Given that the
13 property being sold is subject to a purported judgment lien in an amount in excess of \$ 2 million
14 and the sale amount is \$ 100,000.00 and the property has been extensively marketed it is
15 respectfully requested that it not be subject to competitive bidding and possible overbid. The
16 asset to be sold is the Debtor's 100% interest in the real property containing a vacant single
17 family residence located at 3905 Richmond Ave, Shreveport, 71106 LA with a legal description
18 of Lots 3 & 4 & ½ ABDN. ADJ. Alley, Fairmont Heights and located in the Parish of Caddo
19 (" SFR").
20
21
22

23 II.

24 **INTRODUCTION**
25

26 This motion is made pursuant to 11 U.S.C. Section 363(b), (f) and (m) of the Bankruptcy Code
27 on the grounds that the sale of the Offered Assets is in the best interest of the estate and of its
28 creditors. This motion is based upon the following information, the attached Declaration, and

1
2 further evidence and argument as may be presented at the Sale Hearing.

3
4 III.

5 **BACKGROUND**

6 On June 23, 2016 (the "Petition Date"), the Debtor commenced his reorganization
7 case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The
8 Debtor continues in possession of his properties and operates and manages his affairs as
9 Debtor-in-Possession, pursuant to Sections 1107 and 1108 of the Bankruptcy Code. The Debtor
10 purchased the SFR a number of years ago for \$145,000.
11

12
13 IV.

14 **MATERIAL TERMS OF THE PROPOSED SALE**

15 A. Purchase Price

16 The purchase price offered by JV for the SFR is \$100,000 cash (the " Bid"). The
17 Offer containing the Bid is attached as Exhibit "A". The sale is "as is" and "where is" and
18 without representation or warranty.
19

20 The Bid is believed to be at fair market value (see attached declaration). *See, United States*
21 *v. 329 Acres of Land* 666 F.2d 281, 284 (5th Cir. 1982).
22

23 B. Liens and Encumbrances Against the Debtor's Property

24 As set forth in the attached declarations, the following liens or encumbrances exist against the
25 asset to be sold:

26
27
28 (i). Business First Bank (purported judgment lien secured creditor - owed approx. \$ 2,000,000)

1 (ii) real property taxes for the year 2015 and current year taxes - amount owed approx. \$ 3,000)

2 As set forth below, each purported creditor has either agreed to the sale; its claims is in dispute;
3 will be paid from the proceeds of sale; and/or can be compelled to accept a money judgment.
4

5
6 C. Assumed Liability

7 JAV assumes no liabilities of the Debtor against the SFR.
8
9

10 D. Closing Date

11 Per the attached purchase and sale agreement the closing date is to be on or about 3/24/17.
12

13 E. Finality of Sale

14 JV has negotiated with the Debtor in good faith for the purchase of the SFR and
15 is entitled to the protections of Bankruptcy Code Section 363(m) regarding the effect of any
16 reversal or modification on appeal of the Court's order authorizing the sale of the SFR.
17
18

19 V.

20 **PROCEDURES AND NOTICE**

21 The proposed sale of the SFR shall be governed by the procedure as follow:
22

23 This motion has been served on all creditors and parties in interest, the Office of the United
24 States Trustee, parties having requested special notice hereof. Those parties and anyone having
25 an interest in purchasing the SFR shall have the ability to take a position and potentially bid on
26 the SFR on such terms that the Court believes appropriate at the time of hearing.
27

28 Post sale, the proceeds, after payment of all customary and appropriate expenses including but

1 not limited to the expense of professionals retained for the purposes of selling the property as
2 well as the real property taxes, shall be placed in a non-interest bearing trust account with such
3 proceeds being subject to further order of the Court.
4

5
6 VI.

7 **ARGUMENT**

8 A. The Proposed Sale of Assets Meets the Requirements of Bankruptcy Code §363(f)

9
10 Section 363(f) addresses sales free and clear of any interest and specifically authorizes a sale
11 of property free and clear of any third party interest upon satisfaction of any of the following
12 conditions:

13 (1) If applicable non-bankruptcy law permits the sale of such property free and
14 clear; or (2) The third party consents; or (3) The interest is a lien and the sales price is greater
15 than the aggregate value of all liens on such property; or (4) If the interest is a bona fide dispute;
16 or (5) The third party could be compelled to accept a money satisfaction in a legal or equitable
17 proceeding. See *e.g., In re: Manning*, 37 B.R. 755, 759 (Bankr. D. Colo. 1984).
18

19 The conditions in Section 363(f) are written in the disjunctive so only one of the five
20 conditions must be met for authority to sell property free and clear of liens. *In re: Oneida Lake*
21 *Development Inc.* 114 B.R. 352 (Bkrty. N.D.N.Y. 1990). The following apply here:
22

23 (iv) Compelling acceptance of money satisfaction – First Business Bank is a judgment lien
24 creditor, as such it can be compelled to accept money in satisfaction of its judgment. See
25 attached exhibit “B” which reflects efforts made by First Business Bank to enforce its judgment
26 and lien.
27

28

¹ Common law in all jurisdictions are replete with statutes that require lien creditors to

1
2 The same holds true for the taxing authority who holds a senior position and must be paid at the
3 time of closing in order that the buyer obtains clear title.

4 Accordingly property of the Estate may be sold free and clear of liens.

5
6 **B. The Sale of the Property Meets the Requirements of a Sale Out of the Ordinary Course**
7 **of Business and Is in the Best Interest of the Estate**

8
9 The Debtor also applies under Bankruptcy Code §363(b) for a sale of property out of the
10 ordinary course of business in that the sale is in the best interest of the estate and its creditors and
11 good business reasons exist to support the sale of the assets. *In re: Ionosphere Clubs, Inc.* 184
12 B.R. 648 (1995).

13
14 The sale of the property is in the best interest of the Estate in that: (1) the purchase price is fair
15 and reasonable and will assist the Debtor in satisfying the claims of its creditors; and (2) if the
16 sale is not approved, the Debtor may not be able to find another buyer at the applicable purchase
17 price which equals the Property's market value. Accordingly, the Debtor believes that this Court
18 has the power to approve the sale and should do so to promote the successful reorganization of
19 the Debtor.
20

21 VII.

22
23 **ANY ORDER APPROVING THE SALE SHOULD REFLECT THAT THE SALE WAS**
24 **UNDERTAKEN IN GOOD FAITH PURSUANT TO 11 U.S.C. §363(m)**

25 VIII.

26 **CONCLUSION**
27

28
relinquish their liens in exchange for monies (and compelling them to do so when they act
inappropriately and fail to so act). The lien and position of Business First Bank is also in *bona fide* dispute.

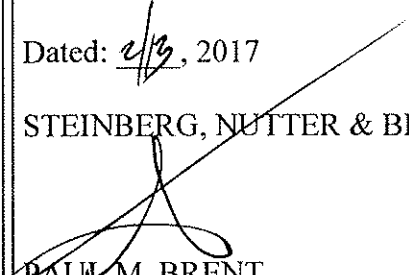
1 In this case, the sale of the assets meet the statutory requirements of 11 U.S.C. §363(b) and
2 (f) and (m); in that the terms of the agreement and purchase price are fair and reasonable, and the
3 sale of the assets facilitates the reorganization efforts of the Debtor and is therefore in the best
4 interest of the Debtor's Estate.
5

6 For all the reasons set forth above, the Debtor urges this Court to approve the foregoing
7 Motion, to authorize sale of the SFR to JAV as provided above, and to grant to it such
8 other and further relief as is just.
9

10 STEINBERG, NUTTER & BRENT, LAW CORPORATION

11 Dated: 2/13, 2017

12 STEINBERG, NUTTER & BRENT, LAW CORP.

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16 PAUL M. BRENT,
17 Counsel for Vincent Morella,
18 Debtor and Debtor-in-Possession
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2 DECLARATION OF VINCENT MORELLA
3

4
5 1. I, Vincent Morella , declare as follows: I am the Debtor and Debtor-in-Possession,
6 ("Debtor"). Except as otherwise stated, I have personal knowledge of the facts set forth below
7 and, if called upon to do so, I could and would competently testify thereto.

8 2. In an effort to pay my creditors, I have determined that I need to sell assets.

9
10 3. On June 23, 2016 (the "Petition Date"), I commenced my reorganization case
11 by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. I am 65 years
12 old and am retired.

13 4. I continue in possession of my properties and operate and manage my affairs as a
14 debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

15 5. No examiner has been appointed in the Debtor's Chapter 11 case, and no committee
16 of creditors, nor any other committee, has been appointed in this case.

17
18 6. To meet my obligations to undisputed creditors, which has emerged as the primary
19 objective in this Chapter 11 case, I have decided to sell my interest in the SFR.

20
21 7. The salient terms of the sale are set forth above in exchange for the Purchase Price (as
22 defined below), free and clear of any claim, lien, or interest, in or against such property pursuant
23 to sections 363(b), (f), and (m) and section 365(f) and (k) of the Bankruptcy Code. The assets
24 will be sold without representation or warranty and "as is" and "where is". The
25 asset to be sold is my 100% interest in the real property containing a vacant single
26 family residence located at 3905 Richmond Ave, Shreveport, 71106 LA with a legal description
27 of Lots 3 & 4 & ½ ABDN. ADJ. Alley, Fairmont Heights and located in the Parish of Caddo
28

1
2 (“ SFR”). I purchased the SFR at or about the time of the commencement of the “Great
3 Recession” for the amount of \$ 145,000.

4
5 8. Upon the closing of the proposed transaction, the Buyer shall pay to me at least \$ 100,000
6 (the “Purchase Price”), minus commissions and customary closing costs.

7 9. The closing date is to be no later than 3/24/17.

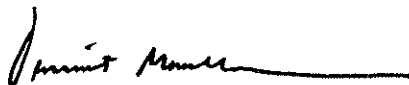
8 10. A real estate broker has been retained and sought to be employed with regard to the
9 transaction and will be paid at the close of sale.

10 11. I believe the property has a value of approximately \$ 100,000. Over the past twelve months
11 the SFR has been marketed and I have received offers in the amounts of between \$100,000 and
12 \$125,000. Past sales have fallen out of escrow for one reason or another.

13
14 12. My disputes with First Business Bank have been part of the record and are currently subject
15 to ongoing negotiation.

16
17 I declare under penalty of perjury under the laws of the United States of America that the
18 foregoing is true and correct.

19
20 Executed this 13 day of February , 2017, Los Angeles , California.

21
22 
23 Vincent Morella, Declarant

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Coldwell Banker Gosslee Listing Firm			Main Document			RE/MAX Executive Realty Selling Firm			
Broker Code DOWL01						Broker Code EXEC01			
Karen Baker Seller's Designated Agent Name & License Number			0000057531 Public ID			Jolinda Virginia Redling Buyer's Designated Agent Name & License Number			
KARB			Dual Agent			REDL Public ID			
Brokerage Firm or Broker Name & License Number						Brokerage Firm or Broker Name & License Number			
(318) 469-1331		(318) 861-2461		(318) 861-6252		(318) 458-1234		(318) 865-9900	(318) 865-0605
Phone Number		Office		Fax		Phone Number		Office	Fax
karenbaker@realtor.com						Jolinda@Realtor.com			
Email Address						Email Address			
DS JR						2/7/2017			
Delivered by Designated Agent to Mark Baker						Day	Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
Comments by:						Day	Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
Mark Baker							2/7/2017		
Received by Designated Agent						Day	Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: February 7, 2017

PROPERTY DESCRIPTION: I/We offer and agree to Buy/Sell the property at:

(Municipal Address) 3905 Richmond

City Shreveport; Zip 71106; Parish Caddo; Louisiana,

(Legal Description) LOTS 3 & 4 & 1/2 ABDN. ADJ. ALLEY, FAIRFIELD HEIGHTS

on lands and grounds measuring approximately 80x151

or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value: Range oven, microwave, refrigerator

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold: n/a

BUYER'S Initials LEV JR

SELLER'S Initials JVR
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ABS Rev. 01/01/17



29 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.
30 _____ % mineral rights owned by the SELLER are to be reserved by the SELLER and the SELLER shall waive
31 any right to use the surface for any such reserved mineral activity or use.

32
33 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
34 law or ordinances affecting the Property for the sum of One Hundred Thousand
35 _____ Dollars (\$ 100,000.00) (the "Sale Price").

36
37 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the
38 BUYER, on March 24, 2017, or before if mutually agreed upon. Any change of the date
39 for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the
40 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 *et*
41 *seq.*

42
43 **OCCUPANCY:** Occupancy/possession and transfer of keys is to be granted at Act of Sale unless mutually agreed
44 upon in writing.

45
46 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

47 This sale is contingent on the sale of other property by the BUYER and the attached contingency clause
48 addendum shall apply.

49 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the
50 BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

51
52 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this
53 Property.

54 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security
55 for the loan the sum of \$ _____ or _____ % of the Sale
56 Price by a mortgage loan or loans at an initial interest rate not to exceed _____ % per annum, interest and
57 principal, amortized over a period of not less than _____ years, payable in monthly installments or on any other
58 terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses
59 to the SELLER. The loan shall be secured by:

- 60 Fixed Rate Mortgage FHA Insured Mortgage
- 61 Adjustable Rate Mortgage Owner Financing
- 62 Rural Development Bond Financing
- 63 VA Guaranteed Mortgage Other _____

64
65 The BUYER agrees to pay discount points not to exceed _____ % of the loan amount.
66 Other financing conditions: _____
67 _____
68 _____

69
70 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
71 complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-
72 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and
73 conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not

BUYER'S Initials LEV GFY

SELLER'S Initials MM
02/08/17
2:55PM EST



74 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of
75 this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation
76 from a lender that a loan application has been made and the BUYER has given written authorization to lender to
77 proceed with the loan approval process within (_____) calendar days after the date of acceptance of this offer by
78 both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of
79 that application and BUYER'S written authorization for lender to proceed with loan process within this period, the
80 SELLER may, at the SELLER'S option, terminate this Agreement, by giving the BUYER written notice of the
81 SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to
82 provide all or part of mortgage loan(s) under the terms set forth above.

83
84 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium
85 dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to
86 be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance
87 and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All
88 necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any,
89 shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues,
90 and/or dues owed to homeowners associations and the like. All special assessments bearing against the
91 Property prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of
92 Sale, are to be paid by the SELLER.

93
94 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
95 Property being not less than the Sale Price. The SELLER agrees to provide the utilities for appraisals and access.
96 If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale
97 Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall
98 provide the SELLER with a copy of the appraisal within Three (3) calendar days of receipt of same,
99 along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within Three (3)
100 calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall
101 have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the
102 SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

103
104 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be
105 bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver
106 immediately, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of
107 \$ 500.00 or _____ % of the Sale Price to be paid in the form of:

108 Cash \$ _____ Promissory Note \$ _____

109 Check \$ 500.00

110 The Deposit shall be held by RE/MAX EXECUTIVE REALTY

111
112 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it
113 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
114 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
115 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute
116 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the
117 Rules and Regulations set forth by the Louisiana Real Estate Commission.

118
119 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void
120 without demand in consequence of the following events:

BUYER'S Initials LEV LY

SELLER'S Initials MM
02/08/17 2:55PM EST



- 121 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set
- 122 forth in lines 162 through 195 of this Agreement;
- 123
- 124 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
- 125 stated in lines 70 through 82 of this Agreement, but only if the BUYER has made timely application for the loan
- 126 and made good faith efforts to obtain the loan;
- 127
- 128 3) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
- 129 SELLER will not reduce the Sale Price as set forth in lines 94 through 102 of this Agreement;
- 130
- 131 4) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in
- 132 lines 143 through 148 of this Agreement;
- 133
- 134 5) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
- 135 as set forth in lines 197 through 206.
- 136
- 137 6) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL
- 138 ADDENDUM, and the BUYER terminates the agreement as a result thereof.
- 139
- 140 7) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER
- 141 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.
- 142

143 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written
 144 leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days
 145 of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the
 146 cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5)
 147 calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable
 148 to the BUYER. Security deposits, keys and leases are to be transferred to the BUYER at Act of Sale.

150 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to
 151 be constructed, check one:

- 152 A new home construction addendum, with additional terms and conditions, is attached.
- 153 There is no new home construction addendum.
- 154

155 **INSPECTION AND DUE DILIGENCE PERIOD:** THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF
 156 THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION;
 157 ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING
 158 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS
 159 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
 160 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

161
 162 The BUYER shall have an inspection and due diligence period of (10) calendar days, commencing the first
 163 day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any
 164 inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited
 165 to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi
 166 hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling,
 167 electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other
 168 due diligence by the BUYER may include, but is not limited to investigation into the property's school district,
 169 insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items
 170 addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The
 171 SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended

BUYER'S Initials LEV GFY

SELLER'S Initials WOM
 02/08/17
 2:55PM EST



3905 Richmond, Shreveport, LA 71106

Property address, street, city, state, zip

Date

172 by the same number of days that the BUYER is not granted immediate access to the property or all utilities are
173 not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the
174 BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection
175 and due diligence period:

177 **Option 1:** The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
178 or

179 **Option 2:** The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within
180 seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies
181 ("SELLER'S Response").

183 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
184 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
185 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept
186 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
187 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
188 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
189 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
190 and void except for return of Deposit to the BUYER.

192 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
193 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 155
194 THROUGH 181 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
195 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

197 **PRIVATE WATER/SEWERAGE:**

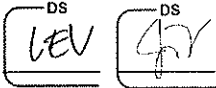
198 There is/are _____ (____) private water system(s) servicing only the primary residence, and the attached
199 private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
200 residence.

202 There is/are _____ (____) private septic/treatment system(s) servicing only the primary residence and
203 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
204 the primary residence.

206 There is NO private septic/treatment system(s) servicing only the primary residence.

208 **HOME SERVICE/WARRANTY:** A home service/warranty plan will / will not be purchased at the closing of
209 sale at a cost not to exceed \$ _____ to be paid by the BUYER / the SELLER. Home Service
210 Warranty will be ordered by _____

212 It is understood that the Agent/Broker may receive compensation from the home warranty company for actual
213 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does
214 not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER
215 accepts the home service warranty plan, they declare that they have been made aware of the existence of such a
216 plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to
217 their rejection of such a plan.

BUYER'S Initials 

SELLER'S Initials 



Property address, street, city, state, zip

Date

218 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION:** (CHECK ONE ONLY)

219 A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full
220 SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to
221 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.*

222 B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize
223 that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does
224 hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to
225 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to
226 Louisiana Civil Code Article 2541, *et seq.* Additionally, the BUYER acknowledges that this sale is made without
227 warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and
228 the BUYER agree that this clause shall be made a part of the Act of Sale.

229 C. NEW HOME WARRANTIES. Notwithstanding lines 218 through 228 and irrespective of whether A or B
230 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
231 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of
232 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
233 New Home Warranty Act.
234

235 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to BUYER a merchantable title at
236 the SELLER'S costs (see lines 239 through 241). In the event curative work in connection with the title to the
237 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the
238 parties agree to and do extend the date for passing the Act of Sale to a date not more than
239 Three (3) calendar days from the date of the Act of Sale stated herein. The
240 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at
241 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER
242 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
243 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to
244 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as
245 well as legal fees incurred by the BUYER.
246

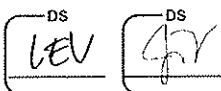
247 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar
248 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
249 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
250 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the
251 Property.
252

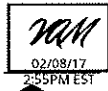
253 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER,
254 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further
255 demand, or to demand and/or sue for any of the following:
256

- 257 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
258 equal to 10% of the Sale Price as stipulated damages.
259

260 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
261 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
262 liable for Broker fees.
263

264 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the
265 SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further

BUYER'S Initials 

SELLER'S Initials 



3905 Richmond, Shreveport, LA 71106 02/07/2017
Property address, street, city, state, zip Date

266 demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific
267 performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated
268 damages.

269
270 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to
271 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be
272 liable for Broker fees.

273
274 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
275 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing
276 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with
277 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

278
279 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
280 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
281 the locations of individuals who are required to register pursuant to LA R.S. 15:540 et seq. The website for the
282 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
283 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
284 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

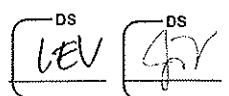
285
286 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
287 the State of Louisiana.

288
289 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
290 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
291 Agreement shall end at 11:59 p.m. in Louisiana.

292
293 **ADDITIONAL TERMS AND CONDITIONS:**
294 No repairs by Seller, SOLD AS IS
295 Purchaser can close sooner than 45 days if approved by Court.
296 Purchaser, Jacinda Vincent, is a licensed real estate agent in Lake Charles,
297 Louisiana.
298 Line 30 to read: 0, Zero mineral rights owned by the Seller to remain with the
299 Seller

300
301 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as
302 real estate brokers to bring the parties together and make no warranty to either party for performance or non
303 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

304
305 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
306 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and
307 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the
308 BUYER has or will independently investigate all conditions and characteristics of the Property which are important
309 to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to
310 inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may
311 perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance,
312 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
313 of Property or interest to be acquired, or guarantee that all defects are disclosed by the SELLER(S).
314 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or

BUYER'S Initials 

SELLER'S Initials 
02/08/17
2:55PM EST

ABS Rev. 01/01/17



Vincent, Lemar and

315 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or
316 not the Property is situated in or out of the Government's hundred year flood plan or is or would be classified as
317 wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there
318 from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
319 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.
320

321 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- 322 Contingency for Sale of the BUYER'S Other Property Addendum Private Water/Sewerage Addendum
- 323 Condominium Addendum _____
- 324 FHA Amendatory Clause _____
- 325 New Construction Addendum _____

327 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on
328 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
329 provisions control.
330

331 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is
332 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
333 be.
334

335 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of
336 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
337 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
338 modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be
339 executed in two or more counterparts, all of which shall constitute one and the same Agreement.
340

341 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications
342 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
343 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d)
344 facsimile, (e) e-mail, or (f) other e-signature transmissions addressed to the respective addresses of the parties
345 as (a) written on the first page of this Agreement; (b) as designated below on lines 357 through 365; or (c) at such
346 other addresses as the respective parties may designate by written notice.
347

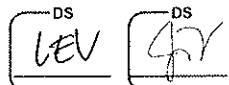
348 The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be
349 treated as originals of the signatures and documents transmitted in the above referenced real estate transaction.
350 Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of
351 documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or
352 modification relating thereto, including but not limited to any notices, requests, claims, demands and other
353 communications as set forth in the Agreement.

354 The BUYER further authorizes notices and other communications to be delivered electronically to the following
355 address(es):
356

357 BUYER address(es): jacindavin@yahoo.com, lemarvincent@gmail.com

358 With a copy to:

359 BUYER's Agent address(es): Jolinda@REALTOR.com

BUYER'S Initials 

SELLER'S Initials 
02/08/17
2:55PM EST



360 The SELLER further authorizes notices and other communications to be delivered electronically to the
361 following address(es):

362
363 SELLER address(es): _____
364 With a copy to:
365 SELLER's Agent address(es): KarenBaker@REALTOR.com

366 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT
367 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
368 this contract or attempting to enforce any obligation or remedy provided herein.

370 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other
371 agreements not incorporated herein in writing are void and of no force and effect.

373 **EXPIRATION OF OFFER:**
374 This offer is binding and irrevocable until February 7, 2017 at 5:00 AM PM MIDNIGHT NOON.
375 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 374 to be
376 binding and effective.

377 DocuSigned by:
378 Lemar Emerson Vincent 2/7/2017
379 Buyer's / Seller's Signature Date/Time AM PM
380 Lemar Emerson Vincent
381 Print Buyer's/Seller's Full Name (First, Middle, Last)
382 910 South Perkins Ferry Rd
383 Street Address
384 Lake Charles, LA 70611
385 City, State, Zip
386
387 Telephone Number.Cell
388
389 Telephone Number.Home Telephone Number.Work
390 lemarvincent@gmail.com
391 E-Mail Address

377 DocuSigned by:
378 Jacinda Angela Vincent 2/7/2017
379 Buyer's / Seller's Signature Date/Time AM PM
380 Jacinda Angela Vincent
381 Print Buyer's/Seller's Full Name (First, Middle, Last)
382 910 South Perkins Ferry Rd
383 Street Address
384 Lake Charles, LA 70611
385 City, State, Zip
386 (337) 540-7937
387 Telephone Number.Cell
388 (337) 540-7937 (337) 478-1578
389 Telephone Number.Home Telephone Number.Work
390 jacindavin@yahoo.com
391 E-Mail Address

392
393 This offer was presented to the Seller Buyer by _____ Day/ Date/ Time AM PM MIDNIGHT NOON

396 This offer is: **Accepted** **Rejected (without counter)** **Countered (See Attached Counter) by:**

397 Vincent Anthony Morella dotloop verified 02/08/17 2:55PM EST NMD7-F95G-N6YS-S4AF
398 Buyer's / Seller's Signature Date/Time AM PM
399 Vincent Anthony Morella
400 Print Buyer's/Seller's Full Name (First, Middle, Last)
401 _____
402 Street Address
403 _____
404 City, State, Zip
405 _____
406 Telephone Number.Cell
407 _____
408 Telephone Number.Home Telephone Number.Work
409 _____
410 E-Mail Address
411 _____

397 Buyer's / Seller's Signature Date/Time AM PM
398 _____
399 Print Buyer's/Seller's Full Name (First, Middle, Last)
400 _____
401 Street Address
402 _____
403 City, State, Zip
404 _____
405 Telephone Number.Cell
406 _____
407 Telephone Number.Home Telephone Number.Work
408 _____
409 E-Mail Address
410 _____

412 This counter offer was presented to the Seller Buyer by _____ Day/ Date/ Time AM PM MIDNIGHT NOON



1 **PROOF OF SERVICE OF DOCUMENT**

2 I am over the age of 18 and not a party to this bankruptcy case or adversary
3 proceeding. My business address is:

4 23801 Calabasas Road # 2031, Calabasas, CA 91302

5 A true and correct copy of the foregoing document entitled: **NOTICE OF MOTION AND**
6 **MOTION IN INDIVIDUAL CHAPTER 11 CASE FOR SALE OF PROPERTY OUTSIDE**
7 **THE ORDINARY COURSE, FREE AND CLEAR OF ALL LIENS AND**
8 **ENCUMBRANCES; DECLARATION IN SUPPORT THEREOF**

9 will be served or was served **(a)** on the judge in chambers in the form and manner
10 required by LBR 5005-2(d); and **(b)** in the manner stated below:

11 **1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING**
12 **(NEF):** Pursuant to controlling General Orders and LBR, the foregoing document
13 will be served by the court via NEF and hyperlink to the document. On February 13
14 , 2017, 2017, I checked the CM/ECF docket for this bankruptcy case or
15 adversary proceeding and determined that the following persons are on the
16 Electronic Mail Notice List to receive NEF transmission at the email addresses
17 stated below:

18 Service information continued on attached page XX

19 **2. SERVED BY UNITED STATES MAIL:** On (date) 2/13/17, I
20 served the following persons and/or entities at the last known addresses in this
21 bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a
22 sealed envelope in the United States mail, first class, postage prepaid, and addressed
23 as follows. Listing the judge here constitutes a declaration that mailing to the judge will
24 be completed no later than 24 hours after the document is filed.

25 Service information continued on attached page XXX

26 **3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE**
27 **TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant
28 to F.R.Civ.P. 5 and/or controlling LBR, on (date) 2/13/17, 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. Hon. R. Kwan, USBC Central District, Roybal Fed Bldg,
15th Flr. L.A., CA

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.

2/13/2017 P.M Brent /s/ P M Brent

Mailing Information for Case 2:16-bk-18410-RK

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **Paul M Brent** snb300@aol.com
- **Gary D Fidler** gfidlerlaw@gmail.com
- **Todd S Garan** chl1ecf@aldridgepite.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepite.com
- **Kenneth G Lau** kenneth.g.lau@usdoj.gov
- **Melanie Scott** melanie.scott@usdoj.gov
- **Ramesh Singh** claims@recoverycorp.com
- **United States Trustee (LA)** ustregion16.la.ecf@usdoj.gov

electronic

Manual Notice List

The following is the list of **parties** who are **not** on the list to receive email notice/service for this case (who therefore require manual noticing/service). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

Mark Baker & Karen Baker
 8805 Line Avenue Ste 100
 Shreveport, LA 71106

Russell G. Patti
 466 Foothill Blvd #389
 La Canada, CA 91011

Creditor List

Click the link above to produce a complete list of **creditors** only.

List of Creditors

Click on the link above to produce a list of **all** creditors and **all** parties in the case. User may sort in columns or raw data format.

Label Matrix for local noticing
0973-2
Case 2:16-bk-18410-RK
Central District of California
Los Angeles
Mon Feb 13 17:09:44 PST 2017

Business First Bank
8440 Jefferson Hwy., Suite 101
Baton Rouge, LA 70809-7654

Mark Baker & Karen Baker
8805 Line Avenue Ste 100
Shreveport, LA 71106-6735

Recovery Management Systems Corporation
25 SE 2nd Avenue, Suite 1120
Miami, FL 33131-1605

Los Angeles Division
255 East Temple Street,
Los Angeles, CA 90012-3332

ALLY Financial
200 Renaissance
Detroit, MI 48243-1300

Ally Bank
PO Box 130424
Roseville MN 55113-0004

American Express
P O Box 981535
El Paso, TX 79998-1535

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

American Gateway Bank
Attn: President
11307 Coursey Blvd.
Baton Rouge, LA 70816-4031

Bank of America
P O Box 851001
Dallas, TX 75285-1001

Business First Bank
Attn: President
8440 Jefferson Highway
Baton Rouge, LA 70809-7654

Caddo Parish Sheriff
PO Box 20905
Shreveport LA 71120-0905

Capital One
P O Box 60599
City of Industry, CA 91716-0599

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Chase Bank
P O Box 94014
Palatine, IL 60094-4014

Chase Bank (Shifa of Tx)
P O Box 94014
Palatine, IL 60094-4014

Franchise Tax Board
300 S Spring Street #5704
Los Angeles CA 90013-1265

Hyundai Lease Titling Trust
PO Box 20825
Fountain Valley, CA 92728-0825

Hyundai Leasing Title Trust
PO Box 20809
Fountain Valley CA 92728-0809

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
PO Box 7317
Southeastern PA 19398

LOS ANGELES COUNTY TREASURER AND TAX COLLECT
PO BOX 54110
LOS ANGELES CA 90054-0110

Long Law Firm
Attn.: Mark Barbre
Suite 500
4041 Essen Lane
Baton Rouge, LA 70809-7319

MUFG Union Bank, N.A, fka Union Bank, N.A.
P.O. Box 85600, 2-36D-224
San Diego, CA 92186-5600

Nationwide Credit Inc.
P O Box 26314
Lehigh Valley, PA 18002-6314

Our Lady of the Lake Med Ctr
5000 Hennessy
Baton Rouge, LA 70808-4367

Recovery Management Systems Corporation
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

Richard J Greene
Greene Fidler Chaplan
2719 Wilshire Blvd.
2nd floor
Santa Monica, CA 90403-4705

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk VA 23541-1021

Synchrony Bank
c/o Recovery Management Systems Corp
25 SE 2nd Ave Suite 1120
Miami FL 33131-1605

Union Bank
PO Box 85643
San Diego CA 92186-5643

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

Wells Fargo Bank, N.A.
Wells Fargo Card Services
PO Box 10438, MAC F8235-02F
Des Moines, IA 50306-0438

Paul M Brent
Steinberg Nutter & Brent
23801 Calabasas Rd, Ste. 2031
Calabasas, CA 91302-3316

Russell G. Patti
466 Foothill Blvd #389
La Canada, CA 91011-3518

Vincent Morella
2200 Canyonback Road
Los Angeles, Ca 90049-1177

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

INTERNAL REVENUE SERVICE
300 North Los Angeles Street
M/S 5022
Los Angeles, CA 90012

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

(u)Courtesy NEF

(u)Naz Jafri

(u)Zahid Imran

End of Label Matrix	
Mailable recipients	36
Bypassed recipients	3
Total	39