

ATTACHMENT TO BID IN OPEN COURT RE:
1010 Via Carmelita, Burbank, CA 91501 (the "Property")

LEGAL DESCRIPTION:

PARCEL 1:

Lot 14 of Tract No. 9018, in the City of Burbank, County of Los Angeles, State of California, as per map recorded in Book 120 Pages 42, 43 and 44 of Maps, in the office of the County Recorder of said County.

EXCEPT therefrom that portion, described as follows:

Beginning at the Southwest corner of said Lot; thence South 69° 09' 20" East along the Southerly line of said Lot 24.16 feet; thence North 20° 50' 40" East 30 feet; thence North 69° 09' 20" West 18.53 feet to the Northwesterly line of said Lot; thence along said Northwesterly line South 31° 28' 00" West to the point of beginning.

PARCEL 2:

That portion of Block 125 of Rancho Providencia and Scott Tract, in the City of Burbank, as per map recorded in Book 43 Pages 47, et seq., of Miscellaneous Records, in the office of the County Recorder of said County, described as follows:

Beginning at the most Northerly corner of Lot 14 of Tract No. 9018, as per map recorded in Book 120 Page 42 of Maps, records of said County; thence South 31° 28' West along the Northwesterly line of said Lot 14, a distance of 141.58 feet to a point in the curved Northerly line of the land described in the deed of easement to the City of Burbank, recorded on January 8, 1952, as Instrument No. 2504, in Book 37996 Page 205, Official Records of said County, a radial line to said point bears South 45° 18' 07" West; thence Westerly along said curved Northerly line 4.61 feet; thence tangent to said curve North 37° 39' 20" West 30 feet to the beginning of a tangent curve concave Easterly having a radius of 37.50 feet; thence along said curve 19.63 feet to the Southerly line of the land described in the deed to Dwight N. Williams and wife recorded on April 18, 1955 as Instrument No. 962, in Book 47512 Page 90, Official Records of said County; thence along the Southerly line of said land of Williams North 85° 46' 04" East 42.31 feet; thence leaving said Southerly line of the land of Williams, North 16° West 13 feet; thence North 19° East 70 feet; thence North 61° 36' 34" East 21.20 feet to the Northerly line of the land described in the deed to Howard L. Newby and wife, recorded on June 14, 1951 as Instrument No. 120, in Book 36532 Page 394, Official Records of said County; thence Easterly along said last mentioned Northerly line to the point of beginning.

PARCEL 3:

That portion of Lot 13, Tract 9018, as per map recorded in Book 120 Pages 42 to 44, inclusive of Maps, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said Lot; thence North 0° 59' 29" West along the Westerly line of said Lot 13, Tract 9018, 90.75 feet to the Northwest corner of said Lot; thence South 46°

37' 27" East 62.63 feet; thence South 8° 00' 35" East, 39.75 feet to a point in the Southerly line of said lot, being a point on a curve concave Southerly a radial line to said point bears North 3° 04' 36" East; thence Westerly along said curve having a radius of 114.51 feet, a central angle of 25° 19' 13" a distance of 50.60 feet to the point of beginning.

Assessors Parcel No.5618-009-011, 5618-009-017, and 5618-009-022

ADDITIONAL TERMS OF SALE

1. The winning overbid sale price of \$ _____ is for the entire 100% interest., which is owned by the Woodrow Living Trust.
2. This Bid and the resulting Order Confirming Sale of Real Property shall constitute the **entire contract** between the parties. The acceptance of this Bid at the court hearing constitutes a binding agreement to purchase the subject real property at the agreed-upon price. No additional agreements need to be signed by the parties.
3. Escrow shall close within Ten (10) days from Escrow Holder's receipt of a certified copy of the Court Order Confirming the sale or such extended period as the parties shall approve by executed escrow instruction.
4. Earnest Money Deposit is 10% of purchase price payable to Laurie Slark, Successor Trustee of Woodrow Living Trust.
5. 9A is to be paid by Overbidder.
6. Title to be Old Republic Title Company.
7. Escrow to be Glen Oaks Escrow.
8. Natural Hazard Disclosure provided by Prop ID and paid for by Overbidder.
9. City and County Transfer Tax and HOA Docs and any transfer fees to be paid for by Seller.
10. Appliances (Range/oven, Dishwasher, Refrigerator, and Freezer in garage) are INCLUDED in purchase price and sale. Washer/Dyer are EXCLUDED.
11. Property has deferred maintenance.

12. If Overbidder requires financing, there shall be NO LOAN, APPRAISAL CONTINGENCIES or other contingencies. If Offer is ALL CASH, there shall be NO CONTINGENCIES.

13. Structural Pest Control Report or any possible repair work needed are NOT to be condition of sale or part of contract.

14. RE/MAX OLSON ADDENDUM,, RE/MAX AFFILIATED BUSINESS, PROBATE & TRUST ADVISORIES, and STATEWIDE BUYER & SELLER ADVISORY to be part of contract.

15. The parties hereto understand that they must rely solely on their own representatives and counsel. The Property is being sold "AS IS", "WHERE IS", and "WITH ALL FAULTS" with no representations or warranties, implied or expressed, made by Seller or Seller's agents and/or representatives, Overbidder represents that they will have had the opportunity to, and will have in fact conducted (or elected not to conduct at Overbidder's own risk) a thorough investigation of each aspect of the property and its history including verification of any permits. Inspection by licensed contractor(s) of Overbidder's choice is strongly recommended. Overbidder is relying on their own-assessment of said-contractor's investigation of the property.

16. Overbidder agrees to purchase the property in its AS-IS, WHERE-IS, and WITH ALL FAULTS condition without representation or warranty as to zoning or special use, conformity of the improvements or use thereof to current zoning, building or occupancy laws, the condition of suitability of earth underlying the property for the existing or any future use, the condition of the roof or other parts of any structures, the condition or suitability of any improvement thereon for occupancy, the condition or operability of any utility system or appliance, and without other repair or rehabilitation work to be performed by Sellers.

17. The Property is being sold AS IS, WITH ALL FAULTS, in its present condition, without any representations or warranties of any kind as to the Property's condition, including but not limited to any warranty as to fitness for use, structural fitness for a particular use, or condition of the property, and the Seller has no obligation to correct any condition of the property, whether known before or after the date of court confirmation. Overbidder is urged to make a full and complete inspection and investigation of the Property prior to purchasing. The Overbidder's purchase of the Property shall be based solely upon the Overbidder's inspection and investigation of the Property and all documents related thereto, or their opportunity to do so.

18. It is Overbidder's obligation to arrange for their own investigation of the Property and obtain all necessary disclosures from the Seller prior to purchasing/bidding on it during the Court's sale confirmation hearing. The Overbidder acknowledges that if they have not investigated the property or not obtained disclosures from the Seller prior to purchasing/bidding at open court, then he/she have assumed the risk regarding any conditions/issues that would have

been discoverable upon a reasonable inspection and/or inquiry. The Overbidder acknowledges that the Seller is selling the Property as a representative and has no duty to inspect the subject Property itself.

19. Although this is a sale through court confirmation, the Seller is not exempt from common law and statutory duties concerning fraud and deceit. The Seller remains obligated to disclosure known material facts affecting the value and desirability of the Property.

20. Any representations made by Seller, which has been made or will be made that is to the best of the Seller's knowledge, shall mean and apply to the current actual knowledge of Laurie Slark, Successor Trustee, and her agents, without any duty to investigate. Seller shall not be charge with the knowledge of the acts, omissions and/or knowledge of any other persons or entities.

21. As a court-confirmed sale of real property, this sale is FINAL and, should the Overbidder fail to complete the sale, damages can be awarded against Overbidder from Overbidder's deposit. It is highly recommended that the Overbidder seek advice from a real estate broker/agent and/or attorney experienced with court confirmation sales of real property prior to purchasing/bidding, to become fully informed of their rights and obligations. Please be advised of the following specific California Probate Code provisions:

a. If the Overbidder fails to comply with the terms of the sale , then under Probate Code §10350, "...the court may, on petition of the personal representative, vacate the order of confirmation, order a resale of the property, and award damages to the estate against the purchaser."

b. Under subsection (e) of Section 10350: "If the property is resold, the defaulting purchaser is liable to the estate for damages equal to the sum of the following: (1) The difference between the contract price of the first sale and the amount paid by the purchaser at the resale. (2) Expenses made necessary by the purchaser's breach. (3) Other consequential damages."

In addition to any deficiency from a second sale, the damages that will be sought against defaulting Overbidder will include, but are not limited to: all attorney and administrator extraordinary fees incurred as a result of vacating the sale and obtaining a new sale; the costs of cancelling escrow; the expenses to maintain the property for the period of time it takes to find a new buyer and close escrow on the second sale (including property taxes and HOA dues, if any); publication fees; court costs; additional marketing costs; reappraisal fees; et al. See Bay Shore Homes, Inc. v. San Diego Trust & Sav. Bank (1969) 276 Cal App 2d 108, 112.

The Seller's broker/agent holds a contract granting them the exclusive right to sell the Property. The Seller's broker has executed a broker cooperating agreement with Buyer's broker/agent for 2.5% commission. In the event a Overbidder is represented by a broker/agent other than Seller's broker, Seller's broker will be entitled to a 2.5% commission.

22. Overbidder acknowledges that Overbidder has satisfied or will have satisfied by Close of Escrow, utilities, taxes, assessments, and any other additional fees that may be charged

PROBATE ADVISORY

The sale of the Property described as (address) 1010 Via Carmletia, Burbank, CA 91501, pursuant to the attached Probate Purchase Agreement (C.A.R. form PPA-11), is made under authority of the California Probate Code. The Seller is not the title owner, but instead is a representative of a probate estate, a guardianship or a conservatorship. The sale may require a court order. Many obligations imposed upon sellers, particularly sellers of real property containing one-to-four dwelling units, may not be applicable to the sale of this property. However, even though the seller is exempt from many obligations, the seller must still comply with many others. Further, any real estate licensee representing Buyer or Seller in the transaction may have duties independent of the principals. This Advisory is intended to inform Buyer and Seller of their rights and obligations independent of those established by the attached agreement.

EXEMPTIONS:

1. **TDS, NHD, Mello-Roos:** Seller is exempt from providing Buyer with the Real Estate Transfer Disclosure Statement (TDS), Natural Hazard Disclosure Statement (NHD), and a Mello-Roos district lien disclosure, pursuant to California Civil Code either for "transfers pursuant to court order" or for "transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust."
2. **Earthquake Guides:** Seller is exempt from providing either a Homeowner's or Commercial Property Owner's Guide to Earthquake Safety.
3. **Smoke Detectors:** The sale is exempt from the State requirements that, for single family residences, operable smoke detectors be in place and that a written statement of compliance be provided to Buyer.

REQUIREMENTS:

1. **Disclosures:** Seller is not exempt from common law and statutory duties concerning fraud and deceit, even though the specific TDS form is not required to be completed. Seller remains obligated to disclose known material facts affecting the value and desirability of the property.
2. **Hazard Zones:** Seller is not exempt from applicable statutory obligations to disclose earthquake fault zones, seismic hazard zones, state fire responsibility areas, very high fire hazard severity zones, special flood hazard areas and flood hazard zones pursuant to the Public Resources Code, Government Code and United States Code, even though, pursuant to the Civil Code, the specific NHD form is not required to be completed.
3. **Water Heaters:** The sale is not exempt from the State requirement that water heaters be properly anchored, braced or strapped.
4. **Lead-based Paint:** The Seller is not exempt from the federal obligation to (i) disclose known lead-based paint and lead-based paint hazards, (ii) provide Buyer copies of reports or studies covering lead-based paint and hazards on the property, (iii) provide Buyer with the pamphlet "Protect Your Family From Lead In Your Home," and (iv) give Buyer a 10-day opportunity to inspect for lead-based paint and hazards, if the Property contains residential dwelling units and was constructed prior to 1978.
5. **Data Base Disclosure:** The sale is not exempt from the requirement that residential sales contracts contain a notice regarding the availability of information about registered sex offenders.
6. **Tax Withholding:** The sale is not exempt from the obligation of the buyer to withhold a portion of the purchase price under federal law if the transferor is a "foreign person" or under state law if the transferor had a last known street address outside of California. **Federal:** For federal purposes, a non-resident alien includes a fiduciary. An administrator or executor of an estate is treated as a non-resident even if all beneficiaries are citizens or residents of the United States. **State:** If the decedent was a California resident at the time of death, the estate is treated as a California resident regardless of the residency of the executor or administrator.
7. **Brokers:**
 - A. **Inspection:** The sale is not exempt from the Broker's obligation to conduct a reasonably competent and diligent visual inspection of the accessible areas of the property and disclose to Buyer material facts revealed by such an inspection in the sale of residential property containing one-to-four dwelling units. Brokers may do so on C.A.R. form AID-11.
 - B. **Agency:** The sale is not exempt from the obligation to provide agency relationship disclosure and confirmation forms in the sale of residential property containing one-to-four dwelling units.

OTHER CONSIDERATIONS:

1. **Local Law:** Local law may impose obligations on the transfer of real property (such as the installation of low flow toilets or shower heads, or installation of smoke detectors). Local law should be consulted to determine if sales made under the authority of the California Probate Code are exempt from such requirements.
2. **Death:** If the Property is being sold under authority of the Probate Code because of the death of an owner of the Property and if Buyer has concerns about the manner, location or details of the death, then Buyer should direct any specific questions to the executor or administrator of the estate.
3. **Stock Cooperatives:** If the Property is part of a stock cooperative (Co-op), Buyer may be required to seek approval of the Board or Owner's Association of the Co-op prior to transfer of title. If this is not a contingency of the sale, failure of Buyer to gain approval of the Co-op board will not provide grounds for cancellation or rescission of the sale.

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NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	<i>Reserved for Clerk's File Stamp</i>
ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
ESTATE OF:		CASE NUMBER:
BID IN OPEN COURT ON SALE OF REAL PROPERTY		

I hereby offer the sum of _____
 (which sum exceeds the amount stated in the return by at least 10% of the first \$10,000 and 5% of the
 balance, if any) for the following described property:
 Lot 42 of Tract 29784 as per map recorded in Book 841, pages 1 to 6 inclusive of Maps in the Office of the County Recorder of said County.
 APN 2810-005-076

and, as more fully described in the return of sale on file.

Terms of sale as follows: See P. 2, Attachment to Bid

Name(s) of Purchaser(s): _____

Title shall be held as follows: _____

It is understood that this bid is subject to confirmation of the Court.

The name of the real estate agent procuring this bid, and to whom commission is to be paid according to
 law if confirmed by the Court to the bidder, is as follows:

Commissions to be divided as indicated: _____.

Date: _____

 Signature of Bidder

 Estate Representative

 Print Name of Bidder

After the above is correctly filled out and the sale is confirmed in accordance,
 the written bid must be filed with the Clerk of the Court.

BID IN OPEN COURT ON SALE OF REAL PROPERTY