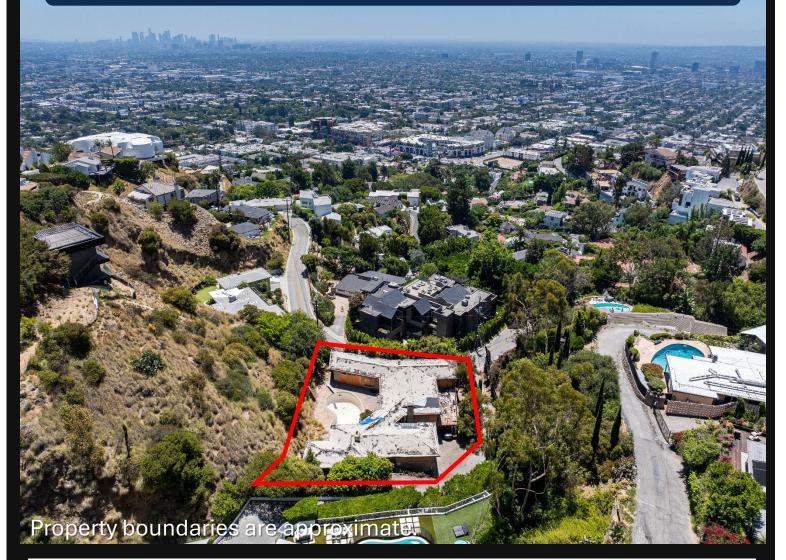
AUCTION

BY ORDER OF THE CO-ADMINISTRATORS

ESTATE PROPERTY IN PRIME HOLLYWOOD AREA 1771 N CRESCENT HEIGHTS BLVD, LOS ANGELES, CA 90069



Don't miss this rare opportunity to restore or redevelop a substantial property in a prime location. Built in 1947, this Boarded-Up Single-Family Home features six bedrooms, eight bathrooms, and approximately 5,266 sq ft of living space on a generous 15,731 sq ft lot. The backyard is very private and includes a large pool, offering great potential for creating an impressive outdoor space.

NDA INC has been appointed by the Estate's Co-Administrators to sell this Estate Property through public auction.

NDA Real Estate

Rhett Winchell, Chief Financial Officer NDA INC 818-371-0000 | <u>rhett@nda-re.com</u> DRE #00867471

ESTATE PROPERTY IN PRIME HOLLYWOOD AREA 1771 N CRESCENT HEIGHTS BLVD, LOS ANGELES, CA 90069



The property is a major fixer or potential teardown and is being sold strictly as-is, where-is, with no warranties expressed or implied. The sale is subject to court confirmation and overbid, with the court hearing expected in approximately 21-30 days after the auction date, subject to the court's calendar. The escrow will close either within 30 days after the court confirmation hearing or within 10 days of receiving the court order, whichever occurs first. All showings are by appointment only; please email rhett@nda-re.com to schedule. Visit BidNDA.com, click on the property, then "Viewing Information" for full instructions. To register to bid, buyers must have a \$100,000 cashier's check payable to NDA Inc, a personal check for the balance of the 10% deposit, and proof of funds. The Administrator reserves the right to accept, counter, or reject all offers. Estate of Thomas Bach. See full terms and consditions attached.

Sunday, August 3, 2025, 2:30 PM

AUCTION LOCATION

On-Site at the Property

PROPERTY VIEWINGS

All showings are by appointment only; please email rhett@nda-re.com to schedule.

REGISTRATION & DEPOSIT

To register to bid on Auction Day, bidders must have a \$100,000 cashier's check payable to NDA INC, a personal check for the balance of the 10% deposit, along with proof of funds.



REAL PROPERTY AUCTION TERMS OF SALE BY ORDER OF THE ADMINISTRATOR

- 1. This property located at 1771 North Crescent Heights Boulevard, Los Angeles, CA 90069 (the "Property") is offered together with improvements thereon as is, where is, with no warranty expressed or implied. Buyers are assuming any "Notice of Violation or Substandard" posted against the Property prior to the sale and after. Collectively, the Estate ("Seller"), Administrator ("Administrator") and Auctioneer ("NDA, Inc."), make no representations regarding the property offered for sale (property condition, occupancy or rights of persons in possession, square footage, year built, lot size, zoning, allowable uses, etc.). Bidders must rely on their own inspections and research prior to bidding. No termite clearance will be supplied for this sale and there are no inspection contingencies.
- 2. The sale is offered with a Minimum Starting Bid of \$1,900,000, and is subject to the Administrator's approval, rejection, or counter and Probate Court Confirmation hearing in approximately 15 to 45-days after Auction Day. On Auction Day, the Auctioneer will open the bidding at the Minimum Starting Bid and the bidding increases will be in such increments as the Auctioneer in his sole discretion directs. No bid below the Minimum Starting Bid will be accepted. In the event of a dispute between bidders, the Auctioneer shall make the sole and final decision. No pre-sale prior to the Auction. Following the Auction, a court confirmation hearing will be scheduled based on the court calendar. Higher bids may be accepted by the court if they are made in court & they are in an amount equal to the accepted bid, plus five percent (5%) of the accepted bid, plus \$500. The court shall determine any further incremental successive overbidding amounts.
- 3. The Sale will be conducted at the Property site on the day of the Auction. On Auction Day, in order to be eligible to bid, each bidder must register with the Auctioneer and provide proof of funds to close. Immediately following completion of the bidding, the high bidder will be required to deposit 10% of the amount of high bid as follows: the first \$100,000 must be in the form of cashier's check payable to NDA, Inc.; plus the balance of 10% deposit in the form of a personal or business check. The winning bidder's checks will be cashed two (2) business days following the Auction.
- 4. The Offer to Purchase contract will require completion of the purchase as follows.
 - a. After the court hearing, escrow shall be opened, by the Seller at a company of Seller's choice. The escrow shall close in 30-days or within 10-days of receiving the court order, whichever comes first ("Escrow Period"). If the Escrow Period has elapsed, and
 - i. The Escrow Holder is in possession of the "Order Confirming Sale", and the Buyer is not in a position to close escrow, the Buyer will be charged an additional \$500 per day "Hold Open" fee until the close of escrow.
 - ii. Should the Buyer default on this sale, the procedures and remedies set forth in Probate Code Section 10350 shall apply, and the Buyer may lose his/her deposit and be subject to additional damages.
 - iii. The parties hereto agree to extend the scheduled close of escrow for up to 21-days as may be needed in order to accommodate receipt of any/all Court related documentation necessary to close.
 - b. Bidder's deposit will be applied to the purchase price. Balance of the purchase price to be "All CASH". THE BUYER MAY OBTAIN A LOAN, HOWEVER THERE ARE NO FINANCING CONTINGENCIES.
 - c. Seller will furnish a title policy through a title company of Seller's choice in escrow at Seller's expense.
 - d. Taxes, rents, fire insurance and interest on encumbrances, if any will be prorated to close of escrow. There will be no monetary encumbrances against the Property at the close of escrow.
 - e. Escrow fees will be shared one half by Seller, one half by Buyer, each to pay own fees.
 - f. Buyer to pay for and secure a (9A) Residential Property Report and a (NHD) Natural Hazard Disclosure Statement in escrow.
 - g. THE PROPERTY IS IN A VERY HIGH FIRE HAZARD SEVERITY ZONE (FHSZ). THE SELLER SHALL ORDER, AND THE BUYER SHALL PAY FOR THE FORTRESSFIRE WILDFIRE DISCLOSURE REPORT. In the event any documentation shows the Property is not in compliance with local and state laws concerning fire safety, the Buyer shall be responsible for all work and costs associated with bringing the Property into compliance and agrees to obtain documentation of compliance within one year of closing escrow.
- 5. **Broker Compensation**: The Seller, Administrator and NDA, Inc. are not liable to a Buyer's Agent or Buyer's Brokerage Firm, for any fee, commission, or other compensation, unless (a) an actual sale is made; (b) the sale is confirmed or approved by the court, as required; and (c) the sale is consummated. Broker Compensation shall be the amount the court, in its sole and absolute discretion, determines to be reasonable compensation. In accordance with California Probate Code 10165.C.3, at the close of escrow, the Seller will pay to the Buyer's Brokerage Firm, one-half of the total commission approved by the court (the total commission is normally 4% of the final purchase price), out of transaction proceeds, provided the Buyer and Buyer's Agent have executed a "Broker Compensation Agreement" provided by NDA, Inc. In accordance with California Probate Code 10160.5, a real estate licensee who buys as a principal will not be entitled to share in the commission if he or she is buying as a principal or intends to share the commission with the principal. THERE WILL BE NO EXCEPTIONS TO ANY OF THE BROKER COMPENSATION PROCEDURES.
- 6. In some cases, buyers may bid by proxy. Contact NDA, Inc. at rhett@nda-re.com for details.
- 7. All descriptions and information are derived from reliable sources, but no guarantee is expressed or implied. The Administrator reserves the right to postpone the sale from time to time in accordance with California Probate Code 10305. Announcements made prior to the sale will take precedence.
- 8. BidNDA.com and the Multiple Listing Service (MLS) will be updated with the accepted "high bid" amount and minimum overbid amount 5 days following the Auction.
- 9. The Auction will be recorded. Bidders' attendance at the Auction will constitute Bidders' consent to any audio and/or visual recording. No Auction attendee may take audio or visual recordings of the Auction.
- 10. The attached disclosures are made prior to your participation in the Auction: (1) Broker Compensation Agreement, (2) Real Estate Agency Relationship Disclosure and Confirmation of Agency Relationships, (3) C.A.R. Form AD, (4) C.A.R. Form BCA, and (5) C.A.R. Form PRBS. If you are the winning bidder, you will be asked to sign these disclosures acknowledging your receipt.
- 11. Seller/Auctioneer reserves the right to refuse admittance to or expel anyone from the auction premises or the court confirmation hearing for interference with auction activities, nuisance, canvassing, collusive bidding, bid rigging or any other actions deemed antithetical to the proceeding.

GENERAL INFORMATION

If escrow does not close within the 30-day period, or within an extension of time granted by the Seller, California Probate Code 10350 requires the Seller to ask the court to vacate the sale. If the court orders the sale vacated, the law requires the deposit to be held by the Seller until the Property has been sold again and escrow has closed. If the total amount of the final sales price, plus the amount of expenses and fees allowed by the court for vacating the first sale, is less than sales price of the vacated sale, the difference is paid from the deposit. If the difference is greater than the deposit, a lawsuit to collect the amount is usually filed. The relevant portion of Probate Code Section 10350 says: "If after the confirmation, the purchaser neglects or refuses to comply with the terms of the sale, the court may vacate the order of confirmation and order a resale of the property. If the amount realized on such resale does not cover the bid and the expenses of the previous sale, the defaulting purchaser at such previous sale is liable to the estate for the deficiency."



RHETT WINCHELL, CalDRE No. 00867471 Please submit all questions to rhett@nda-re.com 818-371-0000 | BidNDA.com



GREEN

Please check BidNDA.COM for Sale Results, Court Confirmation Date and Preliminary Title Report for this Property.

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NDA, INC. | Probate, Sales & Auctions | CalDRE No. 01910249

AGENT:

