

PROBATE SALE! ASKING PRICE: \$285,000



3246 MARBELLA LANE, PALMDALE CA 93550

Probate Sale! Single Family Residence featuring 4 bedrooms and 2 bathrooms +/- 1,770 SF of living on a 10,476 SF lot with a pool and three car garage! APN: 3020-038-006.

This property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. This is an "All Cash Sale", subject to court confirmation (timing of hearing is subject to the courts calendar) and overbid. Submit all offers on the Seller's Offer to Purchase Contract with proof of funds. Please email Rhett at rwinchell@kennedywilson.com if you would like to submit an offer. The Administrator reserves the right to accept, counter or reject all offers. However, the accepted bidder with the highest and best bid will have 48 hours to sign all disclosures and provide Kennedy Wilson with the required 10% deposit. In the event the high bidder fails to return the documents and the deposit, the Administrator has the unilateral right to offer and sell the property to any other bidder. The Mary C. Alderdice Family Trust and The Margaret Gibson Family Trust



Rhett Winchell

President, Real Estate Sales & Marketing
DRE # 00867471 | 818.371.0000
rwinchell@kennedywilson.com

KENNEDY WILSON

Kennedy Wilson Real Estate Sales & Marketing | 151 S El Camino Drive, Beverly Hills, CA 90212 | DRE No 01906531 | www.KennedyWilson.com

This property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. The Administrator, Estate and Kennedy Wilson make no representations regarding the property offered for sale including, but not limited to, property condition, compliance with local codes, standards and ordinances, bed and bath count, sizes, square footage, zoning, year built, etc. All square footages are approximations only and prospective Buyers must rely on their own inspections and research prior to making an offer or entering into a binding purchase and sale agreement. No termite clearance will be supplied for this sale. The fully executed purchase and sale agreement shall be binding in all respects and supersede all prior communications, whether oral or written. Terms of sale are subject to change or withdrawal without notice."

OFFER TO PURCHASE REAL PROPERTY

TOTAL DEPOSIT \$ _____

Hall of Records
320 W. Temple Street - 9th Floor
Los Angeles, California 90012

Auction Date: August 26, 2020

To the County of Los Angeles [] Public Guardian, as Conservator [] Public Administrator, as Successor Trustee of the THE MARY C. ALDERDICE FAMILY TRUST, and in accordance with the notice of sale therein, the undersigned hereby bids the sum of _____ Dollars and NO/100s (\$ _____) Cash for the real property described as follows, to wit:

PLEASE SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT

I(we) understand this offer creates no obligation upon the { [] Public Guardian, as Conservator [] Public Administrator, as Successor Trustee } of said Trust (hereinafter Seller), except that if he accepts this offer as the highest and best bid received, he will present it to the Court for confirmation. In the event the sale of the property is not confirmed by the Court, said Successor Trustee shall return this deposit to me(us), the undersigned.

I(we) understand a forty five-day escrow shall be opened by the Successor Trustee with an escrow agent of Seller's choice. In the event that the 45 day escrow period has elapsed, and 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 \$200 per day "Hold Open" fee until the close of escrow. The escrow period to be 45-days or the parties hereto agree to extend the scheduled close of this escrow for up to twenty one (21) Days as may be needed in order to accommodate receipt of any/all Court related documentation necessary to close this transaction; OR escrow shall close within Ten (10) Days from Escrow Holder's or Buyer's receipt of a copy of the Court's Order Confirming Sale.

(Applies only if [] Checked) NOTE: This is a "Short Sale", subject to Lender's approval. If checked, I(we) acknowledge this sale may require up to six (6) months to confirm in court, subject to overbidding. I further certify by initialing to the right that I have received a copy of the CAR Purchase Agreement Addendum. Buyers' Initials: _____

I further deposit herewith the greater of ten percent (10%) of the purchase price, or Ten Thousand Dollars (\$10,000), minimum, to guarantee that I will complete this purchase if the sale of the property to me is confirmed by the Court. In that event, the deposit will be applied to the purchase price and any closing costs, and the difference, if any, refunded to me at closing. Per Probate Code § 10350, I understand my deposit may be forfeited if I fail or refuse to fund this purchase or to close escrow. I also understand I may be liable for additional damages caused by my failure or refusal to close. If the Court confirms sale in another party who overbids me, I will receive my deposit back.

The Seller agrees to secure a Policy of Title Insurance at no cost to the Buyer. Each party will pay one half of the escrow charges. Sales will be subject to the rights of tenants-in-possession. Taxes, rents, fire insurance, and interest on encumbrances shall be pro-rated to close of escrow. No termite clearance will be provided by the Seller.

If the Court is requested to fix a commission to be allowed a licensed real estate broker, the following will be given:

KENNEDY-WILSON
151 S. EL CAMINO DRIVE, BEVERLY HILLS, CALIFORNIA 90212
Telephone No.: 310-887-6400 License No.: CalBRE 01830032

I, nor anyone in my family is employed by the Los Angeles County Treasurer and Tax Collector, Department of Mental Health, County Counsel or Kennedy-Wilson, Inc.

THE DEED WILL READ EXACTLY AS BID IS SIGNED - PRINT CLEARLY

NOTE: Show marital status in Vesting instructions. If married, show whether property is to be the separate property of one spouse, or if it is to be deeded to both. If both, show whether they take as "joint tenants" or "tenants in common". If bidder is married, both husband and wife should sign.

Bidder Signatures: _____

Vesting: _____

SEE EXHIBIT "A"

Bidder's Address: _____

Bidder's Telephone: _____

Bidder's E-Mail Address: _____

Estate of **THE MARY C. ALDERDICE FAMILY**
TRUST, Dated April 12, 2003
Probate No. **20STPB01331**
Estate Account No. **0038283-T**
Inventory# **R001**

ATTACHMENT
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

AN UNDIVIDED 50% PERCENT INTEREST TO:

LOT 27 OF TRACT NO. 46806, IN THE CITY OF PALMDALE, FILED IN BOOK 1130, PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL GEOTHERMAL RESOURCES THAT MAY NOW OR HEREAFTER BE FOUND, LOCATED, CONTAINED, DEVELOPED OR TAKEN ON, IN, UNDER OR FROM SAID LAND, OR ANY PART THEREOF, WITHOUT, HOWEVER, ANY RIGHT TO SURFACE ENTRY OR RIGHT OF ENTRY TO THE SUBSURFACE THEREOF, TO A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID PROPERTY FOR THE DEVELOPMENT, REMOVAL OR OTHER EXPLOITATION OF SAID RESOURCES OR SUBSTANCES, AS RESERVED IN DEED RECORDED MARCH 2, 1999 AS INSTRUMENT NO. 99-335538.

ASSESSOR'S PARCEL NO: 3020-038-006

COMMONLY KNOWN AS: 3246 MARBELLA LANE, PALMEDALE, CALIFORNIA. SAID REAL PROPERTY IS SOLD "AS IS, WHERE IS, WITH NO WARRANTY EXPRESSED OR IMPLIED. BUYER IS ASSUMING ANY "NOTICE OF VIOLATIONS OR SUBSTANDARD" POSTED AGAINST THE PROPERTY PRIOR TO THE SALE AND AFTER. BUYER ACCEPTS THE RESPONSIBILITY OF RETROFITTING THE ABOVE MENTIONED PROPERTY AND UNDERSTANDS THAT BUYER WILL BE REQUIRED TO RETROFIT THE PROPERTY AND FILE REQUIRED CERTIFICATES OF COMPLIANCE INCLUDING BUT NOT LIMITED TO SEISMIC GAS SHUTOFF VALVE, ULTRA LOW FLOW TOILET, WATER HEATER STRAPPING, CARBON MONOXIDE DETECTOR, AND SMOKE DETECTOR. NO TERMITE CLEARANCE."

OFFER TO PURCHASE REAL PROPERTY

Hall of Records
320 W. Temple Street - 9th Floor
Los Angeles, California 90012

TOTAL DEPOSIT \$ _____

Auction Date: August 26, 2020

To the County of Los Angeles [] Public Guardian, as Conservator [] Public Administrator, as Successor Trustee of the THE MARGARET GIBSON FAMILY TRUST _____, and in accordance with the notice of sale therein, the undersigned

hereby bids the sum of _____ Dollars and NO/100s

(\$ _____) Cash for the real property described as follows, to wit:

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Bidder Signatures: _____

Vesting: _____

Bidder's Address: _____

Bidder's Telephone: _____

Bidder's E-Mail Address: _____

SEE EXHIBIT "A"

Estate of **THE MARGARET GIBSON FAMILY**
TRUST, Dated March 30, 2001
Probate No. **20STPB01328**
Estate Account No. **0038286-T**
Inventory# **R001**

ATTACHMENT
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

AN UNDIVIDED 50% PERCENT INTEREST TO:

LOT 27 OF TRACT NO. 46806, IN THE CITY OF PALMDALE, FILED IN BOOK 1130, PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL GEOTHERMAL RESOURCES THAT MAY NOW OR HEREAFTER BE FOUND, LOCATED, CONTAINED, DEVELOPED OR TAKEN ON, IN, UNDER OR FROM SAID LAND, OR ANY PART THEREOF, WITHOUT, HOWEVER, ANY RIGHT TO SURFACE ENTRY OR RIGHT OF ENTRY TO THE SUBSURFACE THEREOF, TO A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID PROPERTY FOR THE DEVELOPMENT, REMOVAL OR OTHER EXPLOITATION OF SAID RESOURCES OR SUBSTANCES, AS RESERVED IN DEED RECORDED MARCH 2, 1999 AS INSTRUMENT NO. 99-335538.

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Auction Group

COMMISSION AGREEMENT

I AM A LICENSED REAL ESTATE AGENT AND HAVE THE EXCLUSIVE RIGHT TO REPRESENT _____, FOR THE SALE OF THE PROPERTY LOCATED AT _____

I ACKNOWLEDGE AND AGREE TO THE COMMISSION AGREEMENT AS FOLLOWS: THE SELLER WILL PAY TO ME ONE HALF OF THE TOTAL COMMISSION APPROVED BY THE COURT (THE TOTAL IS NORMALLY 4% OF THE PURCHASE PRICE). IF THE SALE IS CONFIRMED TO MY CLIENT, THE COMMISSION IS TO BE PAID THROUGH ESCROW AT THE CLOSE OF ESCROW. HOWEVER, IF THIS ESCROW IS CANCELED OR DOES NOT RECEIVE COURT CONFIRMATION, THIS AGREEMENT IS NULL AND VOID. ADDITIONALLY, AS PERMITTED BY CALIFORNIA PROBATE CODE SECTION 10165(C)(3) IF MY CLIENT IS NOT THE SUCCESSFUL BIDDER AT THE COURT CONFIRMATION (OVERBID IN COURT), I AGREE THAT I WILL NOT RECEIVE ANY COMMISSION FROM KENNEDY WILSON OR THE SELLER/ESTATE IN THIS TRANSACTION. 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. AS PERMITTED BY CALIFORNIA PROBATE CODE SECTION 10160.5. THE ESTATE IS NOT LIABLE TO AN AGENT OR BROKER UNDER A CONTRACT FOR THE SALE OF PROPERTY OR FOR ANY FEE, COMMISSION, OR OTHER COMPENSATION OR EXPENSES IN CONNECTION WITH SALE OF THE PROPERTY IN EITHER OF THE FOLLOWING CASES: (A) WHERE THE AGENT OR BROKER, DIRECTLY OR INDIRECTLY, IS THE PURCHASER OF THE PROPERTY. (B) WHERE THE AGENT OR BROKER REPRESENTING THE PURCHASER TO WHOM THE SALE IS CONFIRMED HAS ANY INTEREST IN THE PURCHASER.

REAL ESTATE COMPANY: _____
AGENT'S NAME _____
LICENSE # _____
ADDRESS/CITY/ST/ZIP: _____
TELEPHONE: _____
E-MAIL: _____

AGENCY DISCLOSURE & CONFIRMATION:

- A. The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships." The following agency relationships are hereby confirmed for this transaction:
B. Listing Agent KENNEDY WILSON is the agent of (check one): [] The Seller exclusively; or [] both the Buyer and Seller. Selling Agent: _____ (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): [] The Buyer exclusively; or [] both the Buyer and Seller. The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller – Disclosure and Consent."

SIGNATURE BUYER

SIGNATURE COOPERATING BROKER/REAL ESTATE AGENT

KENNEDY WILSON AUCTION GROUP

DATE