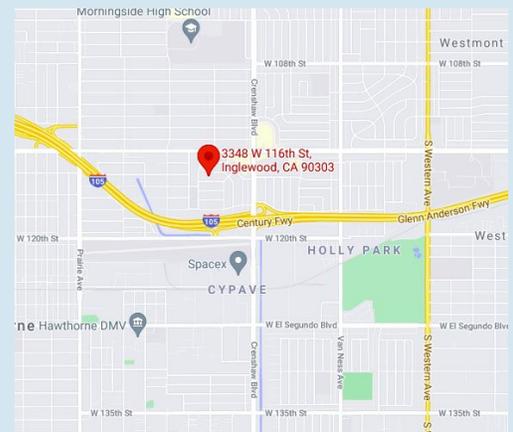




SUPERIOR COURT ORDERED- NO COURT CONFIRMATION REQUIRED
3348 WEST 116TH STREET, INGLEWOOD CA 90303

Probate Sale! \$489,000. All bids are due by Thursday, May 13, 2021 by 4:00 PM ! No Court Confirmation required! This Single Family Residence features a total of 3 bedrooms and 1 bathroom +/- 1,246 SF of living space on a +/- 6,803 SF lot with a detached garage. APN: 4055-015-007. This property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. This is an "All Cash Sale" with a 45 day escrow. Please submit all bids on the Seller's Offer to Purchase Contract with proof of funds to Rhett at rwinchell@kennedywilson.com. Please go to bidkw.com for viewing information The Public 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

Estate of Terry L. Coleman



Rhett Winchell

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



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."



REAL PROPERTY TERMS OF SALE BY ORDER OF THE PUBLIC ADMINISTRATOR & GUARDIAN



1. This 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. The Public Administrator and Kennedy Wilson make no representations regarding the property offered for sale (i.e. square footage, zoning etc.). Bidders must rely on their own inspections and research prior to bidding. **No termite clearance will be supplied for this sale.**
2. The sale is **subject to the Public Administrators approval, rejection, or counter. No Court Confirmation required.** No pre-sale prior to the bid deadline.
3. **Each bidder must submit their bid on the sellers approved "Offer to Purchase" contract to Kennedy Wilson prior to the deadline and the high bidder will be required to provide proof of funds and wire their 10% deposit to Kennedy Wilson within 48 hours of acceptance.**

The Offer to Purchase contract will require completion of the purchase as follows.

- A. **45 day escrow** shall be opened after the court hearing, by the seller at a company of seller's choice. If the 45 day escrow period has elapsed, and
 - a. the Escrow Holder is in possession of the Conservators Deed, 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. Should the buyer default on this sale, the procedures and remedies set forth in Probate Code Section 10350 shall apply, and
 - b. the buyer may lose his/her deposit and be subject to additional damages.
 - 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. **Sale will be subject to the rights of tenants-in-possession, if any.** The property will not be vacant at the close of escrow, if the property is occupied
4. A Real Estate Agent or Broker who **(a) registers a client with the Kennedy Wilson by completing the "Broker Cooperation Agreement"** will receive 50% of the total commission awarded by the Court to the Seller's broker (the total is normally 4% of the purchase price). **THERE WILL BE NO EXCEPTIONS TO ANY OF THE ABOVE PROCEDURES.** In the event his/ her client becomes the successful bidder, the commission will be paid at the close of escrow, in accordance with California Probate Code 10165 (C-3). 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, in accordance with California Probate Code 10160.5
 5. Bidders acknowledge they are not an employee of the Los Angeles County Treasure Tax Collector's Office, the Los Angeles County Mental Health Services Department, or of the auction company.
 6. All descriptions and information is derived from sources reliable, but no guarantee is expressed or implied. The Public Guardian 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.
 7. **Everyone must follow LA City CDC guidelines. A PEAD form must be signed by all parties prior to entering the property.**

GENERAL INFORMATION

If escrow does not close within the 45 days, or within an extension of time granted by the seller, in accordance with California Probate Code 10350 requires the seller to ask the probate 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. 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

Please submit all questions to rwinchell@kennedywilson.com

310.887.6225 | WWW.BIDKW.COM

Please check our website for the Auction Results & Court Confirmation Dates and Plat Maps for each property.



OFFER TO PURCHASE REAL PROPERTY

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

TOTAL DEPOSIT \$ _____

Date: MAY 13, 2021

To the County of Los Angeles [] Public Guardian, as Conservator [] Public Administrator, as Administrator of the Estate of TERRY L. COLEMAN, 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 Administrator } of said estate (hereinafter Seller), unless the Public Administrator accepts the offer. In the event the sale of the property is not accepted by the Public Administrator, said Administrator, said deposit shall be returned to me(us), the undersigned.

I(we) understand a forty five-day escrow shall be opened by the Administrator 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 Administrator's Deed, 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.

(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 sale. 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.

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: _____

Bidder's Address: _____

SEE EXHIBIT "A"

Bidder's Telephone: _____

Bidder's E-Mail Address: _____

Estate of **TERRY L. COLEMAN**, aka
**TERRY LE ROY COLEMAN, TERRY
COLEMAN**, Deceased
Probate No. **20STPB01188**
Estate Account No. **0042529-D**
Inventory# **R001**

**ATTACHMENT
LEGAL DESCRIPTION**

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

LOT 258 OF TRACT NO. 12903, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 284, PAGES 1 THROUGH 7 OF
MAPS ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

ASSESSOR'S PARCEL NO: 4055-015-007

COMMONLY KNOWN AS: 3348 WEST 116TH STREET, INGLEWOOD, 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."



ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [] Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [X] Other Offer to Purchase dated May 13, 2021, on property known as 3348 W 116th St

Inglewood, CA 90303-3006 in which is referred to as ("Buyer/Tenant") and Estate of Terry L. Coleman is referred to as ("Seller/Landlord").

No Court Confirmation Required. Court confirmation of the sale may not be required, subject to notice of the terms of the sale to beneficiaries/heirs. If a beneficiary/heir objects to the terms of sale, court confirmation of the sale shall be required. See paragraph below for terms of court confirmation of the sale. Buyer shall have 3 Days After receipt of notification of a beneficiary or heir's objection to elect to cancel this Agreement. If Buyer elects to cancel, Seller shall refund deposit money held, less applicable costs.

When Court confirmation is required: Seller shall file a Petition to confirm the sale of the Property with the court. Seller shall notify Buyer in writing of the court confirmation hearing date, time and location at least 15 days prior to the court confirmation hearing date.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date Date

Buyer/Tenant Seller/Landlord Estate of Terry L. Coleman

Buyer/Tenant Seller/Landlord

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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

KCEMP QY NGFI G"CPF "CI TGG"VQ"VJ G"EQO O KUKQP "CI TGGO GP V"CU"HQNNQY U<VJ G"UGNNGT"Y KNN"RC["VQ"O G"QP G"J CNH"QH"VJ G" VQVCN" EQO O KUKQP " CRRTQXGF " D[" VJ G" EQWTV" *VJ G" VQVCN" KU" P QTO CNN[" 6" " QH" VJ G" RWTEJ CUG" RTREG-0" KH" VJ G" UCNG" KU" EQP HKT O GF "VQ"O ["ENKGP V."VJ G"EQO O KUKQP "KU"VQ"DG"RCF "VJ TQW J "GUETQY "CV"VJ G"ENQUG"QH"GUETQY 0J QY GXGT."KH"VJ KU" GUETQY "KU"ECPEGNF "QT"FGU"PV"TGEGK&G"EQWTV"EQP HKT O CVIQP ."VJ KU"CI TGGO GP V"KU" P WNN"CPF "XQF 0CF F K/KQP CNN[."CU" RGTO K/VGF "D["ECNHQTP IC"RTQDCVG"EQF G"UGEVIQP "32187*E #5+"H"O ["ENKGP V"KU" P QV"VJ G"UWEEGUHWN"DF F GT"CV"VJ G"EQWTV" EQP HKT O CVIQP " *QXGTDF "R" "EQWTV+."KCI TGG"VJ CV"KY KNN" P QV"TGEGK&G"CP ["EQO O KUKQP "HTQO "MGP P GF ["Y KNUQP "QT"VJ G" UGNNGT IGUVCV G" R" " VJ KU" VTCP UCEVIQP 0" C" TGCN" GUVCVG" NREGP UGG" Y J Q" DW[U" CU" C" RTK ERCN" Y KNN" P QV" DG" GP VKNGF " VQ" UJ CTG"R" "VJ G"EQO O KUKQP " KH" J G" QT" UJ G" KU" DW[R" I " CU" C" RTK ERCN" QT" R" VGP F U" VQ" UJ CTG" VJ G" EQO O KUKQP " Y KJ " VJ G" RTK ERCN0" CU"RGTO K/VGF "D["ECNHQTP IC" RTQDCVG"EQF G"UGEVIQP "3238200" VJ G" GUVCVG" KU" P QV" NKDNG" VQ" CP" CI GP V" QT" DTQMG" WPF GT" C"EQP VTCEV" HQT" VJ G" UCNG" QH" RTQRGTV[" QT" HQT" CP [" HGG" EQO O KUKQP ." QT" QVJ GT" EQO RGP UCVIQP " QT" GZRGF UGU" R" "EQP P GEVIQP "Y KJ "UCNG"QH"VJ G"RTQRGTV["R" "GKJ GT"QH"VJ G"HQNNQY R" I "ECUGU<*C+"Y J GTG"VJ G"CI GP V"QT" DTQMG" F KTEVN ["QT"R" F KTEVN [."KU"VJ G"RWTEJ CUGT"QH"VJ G"RTQRGTV[0*D+"Y J GTG"VJ G"CI GP V"QT"DTQMG" TGRIGUP V R" I " VJ G"RWTEJ CUGT"VQ"Y J QO "VJ G"UCNG"KUEQP HKT O GF "J CU"CP ["R" VGTGUV"R" "VJ G"RWTEJ CUGT0

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