



4317 COMPTON AVENUE, LOS ANGELES CA 90011

Probate Sale! Duplex featuring 4 bedrooms and 2 bathrooms +/- 1,482 SF (As Per Tax Records) on a +/- 4,564 SF lot with alley access! ALL CASH SALE! The property is in REAP (Rent Escrow Account Program) APN: 5116-008-004. The front unit is occupied and will be delivered occupied at the close of escrow and the back unit is vacant. 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 and overbid. (Timing of hearing is subject to the courts calendar- approximately 4-6 months) Submit all offers on the Seller's Offer to Purchase Contract with proof of funds by October 17th 2020 to Rhett at rwinchell@kennedywilson.com. The Administrator/ Guardian 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/ Guardian has the unilateral right to offer and sell the property to any other buyer. Showing on Sunday, October 11th 2020 by Appointment. Please email proof of funds to Shannon at shayon@kennedywilson.com Estate of Maria Gonzalez



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."



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/Guardian and the Auctioneer 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 Administrator's approval, rejection, or counter and Probate Court Confirmation**. No pre-sale prior to the bid deadline. The court confirmation hearing will be scheduled based on the court calendar (Approximately 4 to 6 months) *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 (5%) five percent of that amount plus \$500. The court shall determine any further incremental successive overbidding amounts.*
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 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. 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 Treasurer 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 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.
 7. **Everyone must follow LA City CDC guidelines. A PEAD form must be signed by all parties prior to entering the property**
 8. Bidkw.com and the Multiple Listing Service (MLS) will be updated with the accepted "high bid" amount and minimum overbid amount following the deadline.

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. 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

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: October 17, 2020

To the County of Los Angeles [] Public Guardian, as Conservator [x] Public Administrator, as Administrator of the Estate of MARIA L. GONZALEZ, 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 [x] Public Administrator, as Administrator } of said estate (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 Administrator shall return this deposit 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 "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: _____

Bidder's Address: _____

SEE EXHIBIT "A"

Bidder's Telephone: _____

Bidder's E-Mail Address: _____

Estate of **MARIA LUCIA GONZALEZ,**
Aka MARIA L. GONZALEZ, MARIA
GONZALEZ, Deceased
Probate No. **20STPB01608**
Estate Account No. **0035692-D**
Inventory# **R002**

ATTACHMENT
LEGAL DESCRIPTION

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

LOT 4 IN BLOCK "D" OF THE DORSEY TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6, PAGES 30 AND 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO: 5116-008-004

COMMONLY KNOWN AS: 4317 COMPTON AVENUE, LOS ANGELES, 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."



ERIC GARCETTI, MAYOR
RUSHMORE D. CERVANTES, GENERAL MANAGER

GONZALEZ, MARIA L
102 S KENMORE AVE
LOS ANGELES , CA 90004

Date: 12/17/2018
Case ID# 686356
APN: 5116008004

Failure to Comply Notice

This letter is to inform you that Los Angeles Housing and Community Investment Department, (HCIDLA) records indicate that you have failed to comply with an official notice and order issued by the Code Enforcement Division of HCIDLA concerning the property located at 4317 S COMPTON AVE , Los Angeles , CA 90011 . As a result, your property has been referred to the Case Management Section for legal enforcement.

PLEASE CALL (213) 252-2802 IF YOU HAVE CORRECTED THE VIOLATIONS TO SCHEDULE A FINAL INSPECTION.

FAVOR DE LLAMAR AL (213) 252-2802 SI USTED YA ARREGLO LAS VIOLACIONES Y DESEA HACER UNA INSPECCION PARA CERRAR SU CASO.

The property owner will be scheduled for a General Manager's hearing and the matter may be referred to the City Attorney for further enforcement. Any person who violates or causes or permits another person to violate any provision of the Los Angeles Municipal Code is guilty of a misdemeanor, which is punishable by a fine of not more than \$1,000.00 and/or six months imprisonment per LAMC Section 11.00 (m).

The Los Angeles Housing and Community Investment Department (HCIDLA) has determined by inspection this building is substandard. Per California Revenue and Taxation Code Section 24436.5, a taxpayer who derives rental income from housing determined by a local regulatory agency to be substandard by reason of violation of state and local codes dealing with health, safety, or building cannot deduct from state personal income tax and corporate income tax, deductions for interest, depreciation, or taxes attributable to such substandard structure where the substandard conditions are not corrected within six (6) months after notice of violation by the regulatory agency. Please note that the initial Compliance Date of the order marks the beginning of the six (6) month period. The department is required by law to notify the State Franchise Tax Board of failure to comply with these codes.

To avoid further enforcement action we urge you to correct any outstanding violations and contact our case manager immediately at **(213) 252-2802** to schedule a final inspection.



ERIC GARCETTI, MAYOR
RUSHMORE D. CERVANTES, GENERAL MANAGER

Rent Escrow Account Program Information

The property referenced in the attached Failure to Comply (FTC) has been inspected and cited for code violations. At this time, the property is subject to a Housing and Community Investment Department (HCIDLA) Order and the period allowed for compliance set forth in the order, including all extensions, if any, has expired. The violations cited in the Order at minimum affect either the health, safety, habitability and/or housing services of the occupants. Due to these circumstances, the subject property may be referred to the Rent Escrow Account Program (REAP) for further enforcement.

To limit the impact of possible further enforcement actions, the property owner is strongly encouraged to correct all violations as soon as possible. **If a final determination to place a property into REAP is made, the property owner will be given an opportunity to appeal that determination.**

For additional information about REAP, please visit HCIDLA's REAP information website at <http://HCIDLA.LACITY.ORG/REAP> or call the REAP hotline at (844) 864-REAP.

Housing and Community Investment Department (HCIDLA) Re-Inspection Report as of 10/11/2018 1:00:00 PM

HCIDLA issued an order dated 08/30/2018 which listed violations observed at your property. These cited violations affected the health & safety of the occupants and/or are considered habitability violation as defined in L.A.M.C. 153.02. The period allowed by the order for compliance has expired and our records indicate that the property is not in compliance.

This re-inspection report contains information regarding outstanding violations at your property and severity level assigned to each violation.

Unit Address	Area	Violation	Permit	Inspector's Note	Violation Severity Level
4317 S COMPTON AVE	LIVING ROOM	COVERS-SWITCH/RECEP		Missing	HIGH
	BEDROOM1	SMOKE DETECTORS			HIGH
	DINING ROOM	SMOKE DETECTORS			HIGH
	BEDROOM2	SMOKE DETECTORS			HIGH
	HALL BATH	DAMPNESS IN ROOMS			LOW
	KITCHEN	FIXTURE DEF/LEAK		Under sink plumbing leak	LOW
	SERVICE ROOM	LIGHT FIXTURE		Not operable	LOW
	EXTERIOR	LIGHT FIXTURE		Rear door not operable	LOW

CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIPS
(Civil Code Section 2079.17)

The following real estate relationships are hereby confirmed, as of the dates set forth below, in connection with the transaction involving the real property located at:

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CALIFORNIA CIVIL CODE 2079.13 TO 2079.24 ON THE FOLLOWING PAGES 2 & 3.

The Property	
Name of Listing Agent	
Is the Agent of (Check one)	<input type="checkbox"/> The seller/landlord exclusively or <input type="checkbox"/> both the buyer/tenant and seller/landlord
Names of Selling/Tenant if not the same as Listing Agent	
Is the Agent of (check one)	<input type="checkbox"/> The buyer/tenant exclusively or <input type="checkbox"/> The seller/landlord exclusively or <input type="checkbox"/> both the buyer/tenant and seller/landlord

I/WE ACKNOWLEDGE RECEIPT OF THE FOREGOING AND HEREBY CONFIRM THE SAME.

\ Tenant/Buyer Landlord/Seller

Signature Print Name Date

\ Tenant/Buyer Landlord/Seller

Signature Print Name Date

Agent: Kennedy Wilson Auction Group DRE #01830032

Salesperson or Broker-Associate Signature Salesperson or Broker – Associate Print Name Date

DRE No:



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