# PROBATE PROPERTY

BY ORDER OF LOS ANGELES COUNTY PUBLIC ADMINISTRATOR & GUARDIAN





## SUPERIOR COURT PROBATE

Kennedy Wilson has been appointed by the Public Administrator & Guardian to sell real property through our accelerated marketing program. The properties are sold as is, where is, and are subject to confirmation by the Superior Court. All sales are governed by the California Probate Code. The purchase documents, plot maps, preliminary title reports and additional photos are available on BIDKW.com for your convenience.

If all your questions are not answered after reviewing all the information on our website, BIDKW.com, please email us at: rwinchell@kennedywilson.com.

#### Rhett Winchell, President

Kennedy Wilson Auction Group 818-371-0000 | rwinchell@kennedywilson.com DRE #00867471

### **BIDDING INFORMATION**

#### **BID DEADLINE:**

FRIDAY, NOVEMBER 22, 2024

All offers must be submitted prior to 6:00 PM on the Offer Deadline Date.

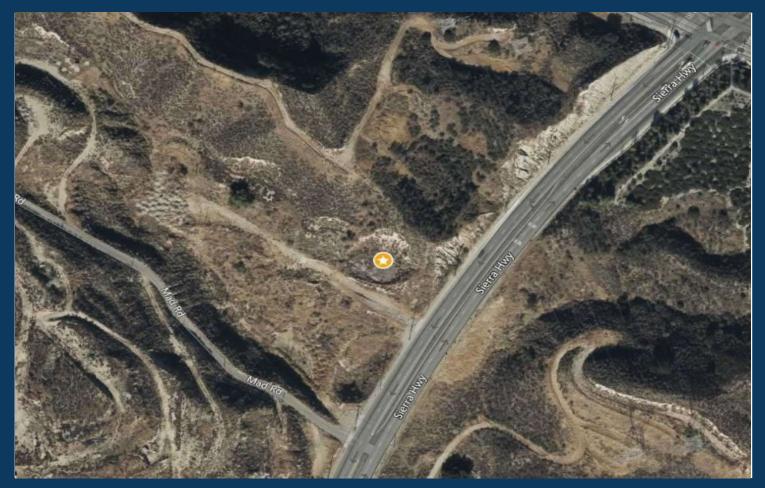
#### **BID PROCESS:**

Detailed instructions for submitting an offer are attached to this brochure. Failure to follow these instructions may result in non-recognition of your bid.

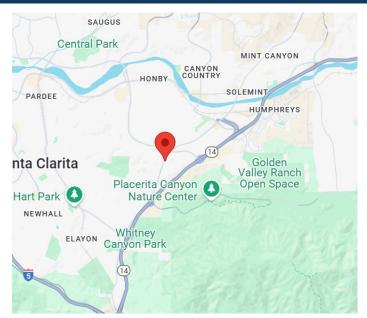
#### **DEPOSIT:**

The high bidder will be required to provide proof of funds and wire their 10% deposit to Kennedy Wilson within 48 hours of acceptance.

Kennedy Wilson receives multiple offers on each property. ONLY THE HIGHEST AND BEST OFFER WILL BE NOTIFIED WITHIN 24 TO 48 HOURS AFTER THE BID DEADLINE. If you do not receive a notification that your are the highest and best bid... YOU ARE NOT THE HIGHEST AND BEST OFFER!



## NWC Dirt Rd & Sierra Hwy (vicinity), Newhall, CA 91321



#### Kennedy Wilson

Rhett Winchell, President
Kennedy Wilson Auction Group
818-371-0000 | rwinchell@kennedywilson.com
DRE #00867471

## PROBATE SALE

## ALL BIDS DUE BY FRIDAY, NOVEMBER 22, 2024 BEFORE 6:00 PM

Probate Sale! All bids are due by Friday, November 22, 2024. This Land features +/-18,951 Sq Ft lot, APN: 2833-030-023. MINIMUM BID \$10,000. The property has a residential classification according to the Los Angeles County Tax Assessor however the subject property is not suitable for residential development of any kind. Location Information: From Golden Valley Rd go south on Sierra Hwy less than ¼ mile to dirt road on west side of Sierra Hwy. This Property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. This sale is subject to court confirmation and overbid. The timing of the hearing is subject to the courts calendar approximately 2 months from the offer deadline date. Please go to Bidkw.com and click on the property and click on viewing information for showing instructions. All offers must be submitted on the Seller's Offer to Purchase Contract with proof of funds emailed to Rhett at rwinchell@kennedywilson.com by the offer deadline date. YOU MUST INCLUDE THE PROPERTY ADDRESS, BUYER'S NAME AND OFFER PRICE IN THE SUBJECT LINE OF THE EMAIL. The Public Administrator reserves the right to accept, counter or reject all offers. The Janet Parsley Trust.

This property is offered together with improvements thereon as, 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 Offer To Purchase agreement. No termite clearance will be supplied for this sale. The fully executed Offer To Purchase agreement shall be binding in all respects and supersedes all prior communications, whether oral or written. Terms of sale are subject to change or withdrawal without profice.



# 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/ Guardian'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 2 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.
- 4. The Offer to Purchase contract will require completion of the purchase as follows.
  - a. 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
    - 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 \$200 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.
  - 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. Buver to pay for and secure a (9A) Residential Property Report and a (NHD) Natural Hazard Disclosure Statement in escrow.
  - g. In the event the NHD identifies the Property as being in a HIGH or VERY HIGH Fire Hazard Severity Zone (FHSZ) the Seller shall order and the Buyer shall pay for FortressFire's 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.
  - h. The 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.
- 5. A Real Estate Agent or Broker who (a) registers a client with 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
- 6. Bidders acknowledge they are not an employee of the offices of Los Angeles County Treasurer & Tax Collector (LATTC), the Los Angeles County Mental Health Services Department, or the auction company.
- 7. All descriptions and information are 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.
- 8. BIDKW.COM and the Multiple Listing Service (MLS) will be updated with the accepted "high bid" amount and minimum overbid amount 5 days 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. DRE# 00867471

Please submit all questions to rwinchell@kennedywilson.com 310.887.6225 | WWW.BIDKW.COM

Certified Residential Specialist

Please check BIDKW.COM for Sale Results, Court Confirmation Dates and Preliminary Title Reports for each property.



#### **OFFER TO PURCHASE REAL PROPERTY**

			10% DEPOSIT \$			
Hall of Records 320 W. Temple Street – 9 <sup>th</sup> Floor Los Angeles, California 90012			Date: <b>November 22, 2024</b>			
To the County of Los Angeles ■ Pub	olic Guardiar	n, as Successor Trustee	☐ Public Administrator, as Successor Trustee			
of the The Janet S. Parsley Ti	rust	, and in accordance	with the notice of sale therein, the undersigned			
hereby bids the sum of			Dollars and NO/100s			
( \$) Cash for th	ne real prope	erty described as follows, to	o wit:			
PLEASE	SEE LEGA	L DESCRIPTION ON ATT	TACHED EXHIBIT			
Administrator, as Successor Trustee	} of said Tru t it to the Co	ust (hereinafter Seller), exc urt for confirmation. In the	Guardian, as Successor Trustee   Public cept that if he accepts this offer as the highest event the sale of the property is not confirmed ersigned.			
l(we) understand a <b>forty five-day</b> escrow shall be <b>opened</b> 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.						
only If ☐ sale may require up to six (6	only If D sale may require up to six (6) months to confirm in court, subject to overbidding. I further certify by					
sale of the property to me is confirmany closing costs, and the difference deposit may be forfeited if I fail or	ed by the Co e, if any, refu r refuse to t sed by my t	ourt. In that event, the de unded to me at closing. <b>F</b> fund this purchase or to	rantee that I will complete this purchase if the posit will be applied to the purchase price and Per Probate Code § 10350, I understand my close escrow. I also understand I may be e. If the Court confirms sale in another party			
	the rights o	f tenants-in-possession.	yer. Each party will pay one half of the escrow Taxes, rents, fire insurance, and interest on 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:						
Telepho  I, nor anyone in my family is employ	ne No.: 310- ed by the L	KENNEDY-WILSON RIVE, BEVERLY HILLS, C 887-6446 License No.: C				
Health, County Counsel or Kennedy-Wilson, Inc.						
THE DEED WILL READ EXACTLY AS BID IS SIGNED - PRINT CLEARLY						
<b>NOTE:</b> Show marital status in Vesting instructions. If married, show whether property is to be the separate property	Bidder Signatures:					
of one spouse, or if it is to be deeded to both. If both, show whether they	Name:					
take as "joint tenants" or "tenants in common". If bidder is married, both husband and wife should sign.	Vesting:					
•	Bidder's Address:					
SEE EXHIBIT "A"						
	Bidder's Telephone:					

Form Rev. 7-24

Bidder's E-Mail

Address:

Estate of **THE JANET S. PARSLEY TRUST DATED JULY 1, 2004**Probate No. **22STPB01366**Estate Account No. **0046469-T**Inventory No. **R002** 

## ATTACHMENT LEGAL DESCRIPTION

The land referred to herein below is situated in the City of Newhall, County of Los Angeles, State of California and is described as follows:

A parcel of unimproved property described as commencing at the Northeast corner, Section 321, Township 4 North, Range 15 West San Bernardino Base and Meridian, thence South a distance of 165 feet; thence West a distance of 726 feet to the true point of beginning; thence South a distance of 165 feet; thence West a distance of 132 feet; thence North a distance of 165 feet; thence east a distance of 132 feet to the true point of beginning containing one-half an acre more or less, all located in the Placenta Canyon, County of Los Angeles, State of California.

Assessor's Parcel No: 2833-030-023

Commonly known as: Vacant Land, Newhall, 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.



#### 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 207913 TO 2079.24 ON THE FOLLOWING PAGES 2 & 3.

The Property	NWC Dirt Rd & Sierra Hwy (vicinity), Newhall, CA 91321				
Name of Listing Agent	Kennedy W	Ison Auction Group			
Is the Agent of (Check one)	☐ The se	eller/landlord exclusively	or both the b	uyer/tenant ar	nd seller/landlord
Names of Selling/Tenant if not the same as Listing Agent s the Agent of (check one)	☐ The buyer.	or tenant exclusively	☐ The seller/landlor exclusively	or d	□ both the buyer/tenant and seller/landlord
I/WE ACKNOWLEDGE REC	EIPT OF THE FO	DREGOING AND HEREI	BY CONFIRM THE SA	ME.	
\ Tenant/Buyer	d/Seller	Print Name		Date	
∖ Tenant/Buyer  ☐ Landlord	d/Seller				
Signature		Print Name		Date	
Agent: Kennedy Wilson D	RE #01830032				
Salespeerson or Broker-Assoc Signature	ciate	Salesperson or Broker Print Name	- Associate	Date	
DRE No:					



#### **COMMISSION AGREEMENT**

(This form has been modified to conform with the NAR settlement practices which went into effect August 17, 2024.)

I, the Buyer's Agent, am a California licensed real estate agent and have executed Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Ag (referr	(CADE DODA) 'd l'
Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation Agreement (C.A.R. Form BRBC) or the Property Showing and Representation (C.A.R. Form BRBC) or the Property Showing and Representation (C.A.R. Form BRBC) or the Property Showing and Representation (C.A.R. Form BRBC) or the Property Showing and Representation (C.A.R. Form BRBC) or the Property Showing and Representation (C.A.R. Form BRBC) or the Property Showing and Representation (C.A.R. Form BRBC) or the Property Showing and Representation (C.A.R. Form BRBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing and Representation (C.A.R. Form BrBC) or the Property Showing (C.A.R. Form BrBC) or the Property Showing (C.A.R. Form BrBC) or the Proper	(the "Property").
The Client and Buyer's Agent hereby acknowledge and agree to this Commission pay to the Buyer's Brokerage Firm, one half of the total commission approved by the purchase price), out of transaction proceeds. If the court confirms the sale of the paid through escrow at the close of escrow. However, if this escrow is canceled or Commission Agreement is null and void. Additionally, as permitted by California not the successful bidder at the court confirmation (overbid in court), I agree that I Wilson or the Estate/Seller in this transaction. A real estate licensee who buys the in the commission if he or she is buying as a principal or intends to share the commission. Probate Code Section 10160.5, "the estate is not liable to an agent or brany fee, commission, or other compensation or expenses in connection with sale of Where the agent or broker, directly or indirectly, is the purchaser of the property, (Purchaser to whom the sale is confirmed has any interest in the Purchaser." The C to deliver to the Seller a copy of this Agreement.	Agreement as follows: The Estate (the "Seller") will the court (the total commission is normally 4% of the Property to my Client, the commission is to be does not receive court confirmation, this Probate Code Section 10165(c)(3), if my Client is will not receive any commission from Kennedy Property as a principal will not be entitled to share mission with the principal. As permitted by oker under a contract for the sale of property or for f the property in either of the following cases: (a) b) Where the agent or broker representing the
Buyer's Brokerage Firm:	License No.
Buyer's Agent's Name:	
Address City/St/Zip:	
· · · · · · · · · · · · · · · · · · ·	<del>-</del>
Telephone:	-
Email:	_
AGENCY:	A DIC II DOGADE ADVIC
A. <b>DISCLOSURE</b> : The Parties each acknowledge receipt of a "Disclosure Regarding Real Es by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the	
obligated to give to Buyer's Agent the AD form signed by the Seller.	
B. <b>CONFIRMATION</b> : The following agency relationships are hereby confirmed for this tran	saction:
Seller's Brokerage Firm KENNEDY WILSON, License No. 01830032	
Is the broker of (check one): $\square$ The Seller; or $\square$ both the Buyer and Seller (Dual Agent).	
Buyer's Brokerage Firm	(Print Firm Name) (if not the same as the Listing Agent)
Is the broker of (check one): □ The Buyer; or □ both the Buyer and Seller (Dual Agent).	
The Parties each acknowledge receipt of a "Possible Representation of More than One Buy	er or Seller – Disclosure and Consent" (C.A.R. Form
PRBS).	
EXECUTED BY:	
PURCHASER SIGNATURE (REQUIRED):	Date:
BUYER'S AGENT SIGNATURE (IF ANY):	
KENNEDY WILSON SIGNATURE:	

Kennedy Wilson | 151 S. El Camino Drive, Beverly Hills, CA 90212 | Tel: 310-887-6446 Email: bidkw@kennedywilson.com | www.bidkw.com

Notice: Kennedy Wilson holds a contract granting an exclusive right to sell the Property and such contract specifies the commission payable by the Seller. The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between Seller and Broker(s) (real estate commissions include all compensation and fees to Broker). Pursuant to California Probate Code, commission in connection with this sale shall be the amount the court, in its discretion, determines to be reasonable compensation.

## OFFER TO PURCHASE REAL PROPERTY Instructions For Completing The Forms

If you are making an offer on a Probate property offered by Kennedy Wilson on behalf of the Los Angeles County Public Administrators office, use these instructions to correctly complete the OFFER TO PURCHASE REAL PROPERTY forms. NOTE: FAILURE TO FOLLOW THESE INSTRUCTIONS PRECISELY MAY RESULT IN NON-RECOGNITION OF YOUR BID.

#### WHEN SUBMITTING AN OFFER:

- A. Use the forms attached to the brochure for the property you are making an offer on.
- B. The brochure and forms are available at <a href="https://Bidkw.com">https://Bidkw.com</a>. Go to Bidkw.com and click on the property that you wish to purchase. The brochure and offer forms are available for download on each property's page.
- C. Print out all pages.
- D. CHECKLIST (check off the steps as completed):
  - □Step #1 Complete the OFFER TO PURCHASE REAL PROPERTY form using blue or black ink or typed text.

(The 'Space #' below corresponds to the number on the attached sample form.)

FER	■Space #1: In u	pper right-hand corner fi	ll in the Total Deposit.			
Б		NOTE: THE REQUIRED DE	POSIT AMOUNT IS 10% OF THE PURCHASE PRICE			
Ö	Examples:	<b>Your Bid Amount</b>	FILL IN THIS AMOUNT in Total Deposit			
# E E		\$100,000	\$10,000			
ROUGH		\$400,000	\$40,000			
HRC		\$525,000	\$52,500			
#1.T HED		\$750,000	\$75,000			
의 물 교Space #2: Write out the bid amount in words.						
SPA	Example: for a bid of \$400,000 write "FOUR HUNDRED THOUSAND"					
ALL 9	☐Space #3: Wri	te out the bid amount in	numbers. Example: For a bid of \$400,000 write " <u><b>400,000</b></u> "			
ILL IN /	☐Space #4: All p	parties taking title must s	ign the form. Signatures obtained via DocuSign are accepted.			
	☐Space #5: Prin	t buyer's names and vest	ting. If unsure, please consult with your attorney or CPA.			
TSUI	☐Space #6: Write in the purchaser's mailing address.					
2	☐Space #7: Wri	te in the purchaser's pho	ne number.			
2	☐Space #8: Wri	te in the purchaser's ema	ail address.			

□ EXHIBIT "A" IS FOR INTERNAL USE ONLY. Do not submit an Exhibit "A" with the offer. Prior to the confirmation hearing the Administrator will prepare the Petition along with an Exhibit "A" and file with the Court.

- □ Step #2 Complete and sign all additional forms such as any disclosures, confirmation of real estate agency relationships, commission agreements, etc. Signatures obtained via DocuSign are accepted.
- □Step #3 Obtain a copy of the purchaser's proof of funds (i.e., bank statement reflecting sufficient funds to pay the bid amount; note: you may black out the account number).
- □Step #4 Scan all completed forms and the purchaser's proof of funds into one Adobe PDF file.

#### E. HOW TO SEND YOUR BID TO KENNEDY WILSON:

- 1. All bids must be sent via email directly from the bidder or the bidder's agent.
- 2. The subject line of the email must include the **PROPERTY ADDRESS**, **BUYER'S NAME AND OFFER PRICE**.
- 3. All emails must be sent to rwinchell@kennedywilson.com on or before the offer deadline.
- 4. All bids must be in PDF format as an attachment to the email.
- 5. The following bids **WILL NOT** be recognized:
  - Emails containing hyperlinks (including documents delivered to Kennedy Wilson via the DocuSign platform).
  - Offers not presented on the **OFFER TO PURCHASE REAL PROPERTY** found in the brochure.
  - Offers submitted **AFTER THE BID DEADLINE**.

Bidders are solely responsible for confirming the delivery and timely receipt of their properly completed offer. A bidder's failure to timely deliver its PROPERLY COMPLETED OFFER by the deadline will result in non-recognition of the offer.

NOTE: Kennedy Wilson receives multiple offers on each property. ONLY THE HIGHEST AND BEST BID WILL BE NOTIFIED WITHIN 24 TO 48 HOURS AFTER THE BID DEADLINE. If you do not receive notification that you are the highest and best bid...YOU ARE NOT THE HIGHEST AND BEST BID!

AFTER THE BID DEADLINE <u>DO NOT CALL KENNEDY WILSON</u> TO FIND OUT THE HIGHEST BID. THE HIGHEST BID WILL BE POSTED ON BIDKW.COM AND IN THE MLS AS SOON AS PRACTICAL.

## THIS PAGE IS FOR INSTRUCTIONAL USE ONLY You must complete all blanks #1 through #8

#### OFFER TO PURCHASE REAL PROPERTY

WRITE DEPOSIT IN NUMBERS. DEPOSIT MUST EQUAL 10% OF THE BID AMOUNT.

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

10% DEPOSIT: \$

Date: FOR OFFICE USE ONLY

To the	County of Los Ang	geles	Public Gua	ırdian, as	Successor Truste	e 🗆 Pubi	lic Administra	ator, as Successor Tru	ste
of the	FOR OFFICE US	SE ONLY			, and in accorda	nce with the	notice of sa	le therein, the undersig	ne
hereby	bids the sum of	<b>2</b> v	VRITE TH	IE BID A	MOUNT IN V	VORDS		Dollars and NO/10	
(\$. <mark>6</mark>	WRITE THE BID  AMOUNT IN NUMBERS	) Cash fo	or the real	property de	escribed as follov	vs, to wit:			

#### PLEASE SEE LEGAL DESCRIPTION ON ATTACHED EXHIBIT

I(we) understand this offer creates no obligation upon the { 
Public Guardian, as Successor Trustee 
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 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	NOTE: This is a "Short Sale", subject to Lender's approval. If checked, I(we)	acknowledge this
only If	sale may require up to six (6) months to confirm in court, subject to overbidding	I further certify by
Checked)	I have received a copy of the CAR Purchase Agreement Addendum.	

I further deposit herewith ten percent (10%) of the purchase price 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.: 310-887-6446 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.

#### SEE EXHIBIT "A"

NOTE: Exhibit "A" referenced here is for office use only.

Form Rev. July 2024

Signatures:	All Bidders must sign here	John Gan Al-
Name: Vesting:	You must print the buyer's name and vesting here	John Smith John Smith, a married man as his sole and separate property
Bidder's Address:	<b>6</b> You must enter Bidder's mailine addr	ess here
Bidder's Telephone:	You must enter Bidder's phone # here	
E-Mail Address:	You must enter Bidder's Email addres	s here

FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE BID

Example of signatures, printed names & vesting