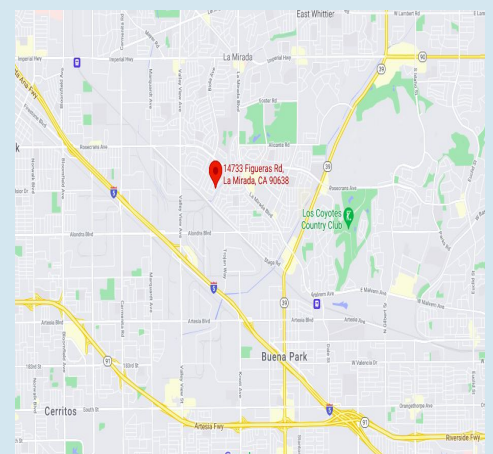




14733 FIGUERAS RD, LA MIRADA CA 90638

*Probate Sale! Submit all offers by July 9th, 2021! This Single Family Home features 3 bedrooms and 2 bathrooms, +/-1,785 Sq Ft with a +/- 7,360 Sq Ft lot with a 2-car attached garage. APN: 8087-010-005. The property needs to be completely remodeled, there has been dry wall removed, and water damage in some areas. All Cash Sale. Please click on **VIEWING INFORMATION** on bidkw.com to schedule an appointment and email POF to Rhett at rwinchell@kennedywilson.com. This Property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. All Offers must be on the CAR Probate Purchase Agreement(PPA) with proof of funds. 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 Seller has the unilateral right to offer and sell the property to any other bidder. The sale is subject to court confirmation and overbid.*

Estate of Veronica Piepho and Gary Piepho



Rhett Winchell

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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 Seller, 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

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 Seller 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 Sellers'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 to 3 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 CAR Probate Purchase Agreement (PPA) 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. All descriptions and information is derived from sources reliable, but no guarantee is expressed or implied. The Seller 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.
 6. 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

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 for each property.



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 REAL ESTATE SALES AND MARKETING

DATE