

PROBATE SALE!

ASKING PRICE: ~~\$919,000~~ \$895,000



2709 DEODAR CIRCLE, PASADENA CA 91107

This Home features 2 bedrooms, Den with closet plus 2 baths +/- 1,801 sq. ft. The lot size is +/- 9,163 sq. ft with a pool!. (Great Location!) The APN is 5750-008-017. The cross street is Sierra Madre Boulevard. All buyers/ agents must sign PEAD form prior to entering the property. This property is offered together with improvements thereon as is, where is, with no warranty expressed or implied. This is an "All Cash Sale" buyer may close with a loan however there are no contingencies, subject to court confirmation and overbid (timing of hearing is subject to the courts calendar) The sale is contingent on the superior court vacating the previous sale on September 18th 2020.

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 Sharon L. Kokenes 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

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

TOTAL DEPOSIT \$ _____

Date: _____

To the County of Los Angeles ☐ Public Guardian, as Conservator ☒ Public Administrator, as Administrator of the Estate of **THE SHARON L KOKONES LIVING 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 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. This contract and sale is contingent and subject to the superior court vacating the previous 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.

SEE EXHIBIT "A"

Bidder
Signatures: _____

Vesting: _____

Bidder's
Address: _____

Bidder's
Telephone: _____

Bidder's
E-Mail
Address: _____

**THE SHARON L. KOKENES LIVING TRUST U/T/D
DECEMBER 4, 2002 AS FIRST AMENDED AND
RESTATED IN ITS ENTIRETY ON AUGUST 17, 2009
Probate No. 17STPB04508
Estate Account No. 0025672-T
Inventory# R001**

**ATTACHMENT
LEGAL DESCRIPTION**

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

LOT 16 OF TRACT NO. 12004, IN THE CITY OF PASADENA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 226, PAGES 24 TO 26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO: 5750-008-017

COMMONLY KNOWN AS: 2709 DEODAR CIRCLE, PASADENA, 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."

KENNEDY WILSON

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 "CRRTOXGF "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 CVKQP ."VJ KU"CI TGGO GP V"KU" P WNN"CPF "XQF 0'CF F K/KQP CNN[."CU" RGTO K/VGF "D["ECNHQTP IC"RTQDCVG"EQF G"UGEVKQP "32187*E #5+"KH"O ["ENKGP V"KU" P QV"VJ G"UWEEGUHWN"DH F GT"CV"VJ G"EQWTV" EQP HKT O CVKQP "XQGTDF "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 IGUVCVG" R" VJ KU" VTCPUCEVKQP 0' C" TGCN" GUVCVG" NREGP UGG" Y J Q" DW[U" CU" C" RTREKRCN" Y KNN" P QV" DG" GP V&NGF " VQ" UJ CTG"R" VJ G"EQO O KUKQP "KH" J G"QT" UJ G" KU" DW[R I "CU" C" RTREKRCN" QT" R VGP F U" VQ" UJ CTG" VJ G"EQO O KUKQP "Y KJ " VJ G" RTREKRCN' CU"RGTO K/VGF "D["ECNHQTP IC"RTQDCVG"EQF G"UGEVKQP "3238200' VJ G" GUVCVG" KU" P QV" NCDNG" VQ" CP "CI GP V" QT" DTQMG" WPF GT" C"EQP VTCEV" HQT" VJ G" UCNG" QH" RTQRTV [" QT" HQT" CP [" HGG" EQO O KUKQP ." QT" QVJ GT" EQO RGP UC VKQP " QT" GZRGPU" R"EQP P GEVKQP "Y KJ "UCNG"QH"VJ G"RTQRTV ["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"RTQRTV [0'D+"Y J GTG"VJ G"CI GP V"QT"DTQMG" TGR TGUGP VR I " VJ G"RWTEJ CUGT"VQ"Y J QO "VJ G"UCNG"KUEQP HKT O GF "J CU"CP ["R VGTGU"R" VJ G"RWTEJ CUGT 0'

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