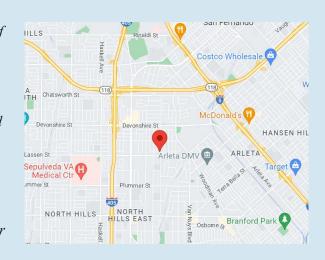


9941 Lemona Avenue, Mission Hills, CA 91345

Probate Sale! All bids are due by Thursday, 03/23/23. This Single Family Home built in 1953 features 3 bedrooms and 2 bathrooms +/-1,237 Sq Ft of living space, +/-8,639 Sq Ft lot, APN: 2660-025-034. 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. Timing of hearing is subject to the courts calendar approximately 2 months from the offer deadline date. 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.

Estate Of Maxine Zewiey



Rhett Winchell

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

This package contains the Offer to Purchase Contract and detailed instructions for submitting an offer. Please follow these instructions carefully.

KENNEDY WILSON

Kennedy Wilson Real Estate Sales & Marketing | 151 S El Camino Drive, Beverly Hills, CA 90212 | DRE No 01906531



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. <u>Each bidder must submit their bid on the sellers approved "Offer to Purchase" contract to Kennedy Wilson prior to the deadline</u> 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 escrowat 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. Escrowfees 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 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 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

Residential Specialist

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

OFFER TO PURCHASE REAL PROPERTY

		TOTAL DEPOSIT \$
Hall of Records 320 W. Temple Street – 9 th Floor		Date: March 23, 2023
Los Angeles, California 90012		Date: <u>March 23, 2023</u>
To the County of Los Angeles ☐ F Estate of		_, and in accordance with the notice of sale therein,
the undersigned hereby bids the sum		Dollars and NO/100s
(\$) Cash for tl	ne real property described as fol	lows, to wit:
PLEASE	SEE LEGAL DESCRIPTION C	N ATTACHED EXHIBIT
as Administrator } of said estate (h	ereinafter Seller), except that i ourt for confirmation. In the ev	Guardian, as Conservator ■ Public Administrator, f he accepts this offer as the highest and best bid ent the sale of the property is not confirmed by the rsigned.
In the event that the 45 day escrow page, and the Buyer is not in a post Open" fee until the close of escrow. close of this escrow for up to twenty	period has elapsed, and the Esc sition to close escrow, the Buye The escrow period to be 45-day one (21) Days as may be need colose this transaction; OR esc	dministrator with an escrow agent of Seller's choice. Frow Holder is in possession of the "Order Confirming er will be charged an additional \$200 per day "Hold is or the parties hereto agree to extend the scheduled ded in order to accommodate receipt of any/all Court crow shall close within Ten (10) Days from Escrow Sale.
only If ☐ sale may require up to six (6		If checked, I(we) acknowledge this ect to overbidding. I further certify by Buyers' irchase Agreement Addendum.
minimum, to guarantee that I will co that event, the deposit will be applied me at closing. Per Probate Code § purchase or to close escrow. I al	mplete this purchase if the sale d to the purchase price and any 10350, I understand my depo so understand I may be liable	ourchase price, or Ten Thousand Dollars (\$10,000), of the property to me is confirmed by the Court. In closing costs, and the difference, if any, refunded to esit may be forfeited if I fail or refuse to fund this e for additional damages caused by my failure or rbids me, I will receive my deposit back.
	the rights of tenants-in-posses	the Buyer. Each party will pay one half of the escrow sion. Taxes, rents, fire insurance, and interest on rance will be provided by the Seller.
If the Court is requested to fix a comm	mission to be allowed a licensed	real estate broker, the following will be given:
	KENNEDY-WILSO CAMINO DRIVE, BEVERLY HI ne No.: 310-887-6400 License	LLS, CALIFORNIA 90212
I, nor anyone in my family is employ Health, County Counsel or Kennedy-		Treasurer and Tax Collector, Department of Mental
<u>THE</u>	DEED WILL READ EXACTLY A	AS BID IS SIGNED – PRINT CLEARLY
NOTE: 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	Vesting:	
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's	
SEE EXHIBIT "A"	Address:	
	Bidder's Telephone:	
	Bidder's E-Mail	

Address:

Estate of MAXINE ZEWIEY, aka MAXINE ALLISON ZEWIEY, Deceased Probate No. 22STPB12512
Estate Account No. 0049719-D
Inventory# R001

ATTACHMENT LEGAL DESCRIPTION

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

Lot 25 of Tract No. 17858, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in book 451, pages 18 to 20 inclusive of maps, in the Office of the County Record.

Assessor's Parcel No: 2660-025-034

Commonly known as: 9941 Lemona Avenue, Mission Hills, 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			
Name of Listing Agent			
Is the Agent of (Check one)	The seller/landlord exclusive	vely or both the buyer/tena	ant and seller/landlord
Names of Selling/Tenant if not the same as Listing Agent Is the Agent of (check one)	The hunor/tenent evaluatively	or □ The seller/landlord	or □ both the
(☐ The buyer/tenant exclusively	exclusively	buyer/tenant and seller/landlord
I/WE ACKNOWLEDGE RECO	IPT OF THE FOREGOING AND H	EREBY CONFIRM THE SAME.	
Signature	Print Name	Date	
\times Tenant/Buyer ☐ Landlord	Seller		
Signature	Print Name	Date	
Agent: Kennedy Wilson Auc	ion Group DRE #01830032		
Salespeerson or Broker-Assoc Signature	ate Salesperson or Bro Print Name	oker – Associate Date	
DRE No:			



Auction Group

COMMISSION AGREEMENT

I AM A LICENSED REAL	L ESTATE AGENT AND HAVE THE EXCLUSIVE RIGHT TO REPRESENT, FOR THE SALE OF THE PROPERTY LOCATED AT
	, FOR THE SALE OF THE FROTERT I EOCATED AT
VQVCN" EQO O KUUQP " C EQP HKT O GF "VQ"O ["EN GUETQY "KU'ECP EGNGF" RGT O KVVGF "D["ECNKHQ EQP HKT O C VKQP "*QXGT I UGNNGT IGUVC VG" KP " VJ I UJ CTG"KP "VJ G"EQO O KU RT KP EKRCNO' CU"RGT O KV DTQMGT" WP F GT"C"EQP QT" GZ RGP UGU" KP "EQP!	CI TGG"VQ"VJ G"EQO O KULKQP "CI TGGO GP V"CU"HQNNQY U*VJ G"UGNNGT"Y KNN"RC["VQ"O G"QP G"J CNH"QH"VJ G" RRTQXGF "D["VJ G" EQWTV" *VJ G" VQVCN" KU" P QTO CNN["6' "QH" VJ G" RWTEJ CUG" RTÆG#0 KH" VJ G" UCNG" KU" CP V."VJ G"EQO O KULKQP "KU"VQ"DG"RCKF "VJ TQW J "GUETQY "CV"VJ G"ENQUG"QH"GUETQY 0J QY GXGT."KH"VJ KU" QT"F QGU"P QV"TGEGKXG"EQWTV"EQP HKTO CVKQP ."VJ KU"CI TGGO GP V"KU"P WNN"CP F "XQKF00CF F KNKQP CNN[."CU" TP KC"RTQDCVG"EQF G"UGE VKQP "32:867 *E #5 #"KH"O ["ENKGP V"KU"P QV"VJ G"UWEEGUUHWN"DKF F GT"C V"VJ G"EQWT V" DKF "KP "EQWTV+" K"CI TGG" VJ CV"KY KNN"P QV"TGEGKXG"CP ["EQO O KUUKQP "HTQO "MGP P GF ["Y KNUQP "QT" VJ G" UVTCP UCE VKQP 0" C" TGCN" GUVC VG" NÆGP UGG" Y J Q" DW U" CU" C" RTKP EKRCN" Y KNN"P QV" DG" GP VKNNGF " VQ" UKQP "KH" J G" QT" UJ G" KU" DW KP I "CU" C" RTKP EKRCN" QT" KP VGP F U" VQ" UJ CTG" VJ G" EQO O KUUKQP "Y KJ " VJ G" VGF "D["ECNKHQTP KC" RTQDC VG" EQF G" UGE VKQP "32382000 VJ G" GUVC VG" KU" P QV" NKCDNG" VQ" CP "CI GP V" QT" VTCE V" HQT" VJ G" UCNG" QH" RTQRGT V["QT" HQT" CP [" HGG." EQO O KUUKQP ." QT" QVJ GT" EQO RGP UC VKQP " PGE VKQP "Y KJ "UCNG"QH"VJ G"RTQRGT V["KP "GKJ GT"QH"VJ G"HQNNQY KP I "ECUGU-"C-"Y J GTG"VJ G"CI GP V"QT" "KP F KTGEVN[."KU"VJ G"RWTEJ CUGT"QH"VJ G"RTQRGT V[0"*D+"Y J GTG"VJ G"CI GP V"QT" DTQMGT"TGRTGUGP VKP I " QO "VJ G"UCNG"KUEQP HKTO GF "J CU'CP ["KP VGTGUV"KP "VJ GRWTEJ CUGT10"
REAL ESTATE COMPAN	IY:
AGENT'S NAME	
LICENSE #	
ADDRESS/CITY/ST/ZIP:	
TELEPHONE:	
E-MAIL:	
AGENCY DISCLOSURI	& CONFIRMATION:
B. Listing Agen Seller. Sellir of (check one	ach acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships." The following agency are hereby confirmed for this transaction: t KENNEDY WILSON is the agent of (check one): The Seller exclusively; or both the Buyer and ag Agent: (Print Firm Name) (if not the same as the Listing Agent) is the agent be): The Buyer exclusively; or both the Buyer and Seller. The Parties each acknowledge receipt of a presentation of More than One Buyer or Seller – Disclosure and Consent."
	SIGNATURE BUYER
	SIGNATURE COOPERATING BROKER/REAL ESTATE AGENT
	KENNEDY WILSON AUCTION GROUP
	DATE

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 https://Bidkw.com. 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.)

N O	□Space #1: In u	pper right-hand corner fi	ll in the Total Deposit amount which is 10% of the bid amount.
¥ ⊔	Examples:	Your Bid Amount	FILL IN THIS AMOUNT in Total Deposit
UGH#		\$400,000	\$40,000
S X		\$525,000	\$52,500
# <u> </u>		\$750,000	\$75,000
ES#	☐Space #2: Wri	te out the bid amount in	words.
PACES	Example: for a	bid of \$400,000 write " <u>F</u>	OUR HUNDRED THOUSAND"
FILL IN ALL SP. FORM PER A	☐Space #3: Wri	te out the bid amount in	numbers. Example: For a bid of \$400,000 write "400,000"
Z Z	☐Space #4: All p	parties taking title must si	ign the form. Signatures obtained via DocuSign are accepted.
분호	☐Space #5: Wri	te in the vesting. If unsur	e, please consult with your attorney or CPA.
MUST F OFFER I	☐Space #6: Wri	te in the purchaser's mai	ling address.
∑ Ö	☐Space #7: Wri	te in the purchaser's pho	ne number.
ο̈́λ	☐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

TOTAL DEPOSIT \$ Must equal 109

	Write deposit in numbers. Must equal 10% of bid amount.
Y	Must equal 10% of bid amount.

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

Auction Date: FOR OFFICE USE ONLY

	Angeles ☐ Public Guardian, as Conservator ■ Public Administrator	r, as Administrator of the
Estate of FOR OFFICE I		e therein, the undersigne
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 as 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	NOTE: This is a "Short Sale", subject to Lender's approval. If checked, I(we) acknowledge this	
only If \square	sale may require up to six (6) months to confirm in court, subject to overbidding. I further certify by	Buvers'
Checked)	initialing to the right that I have received a copy of the CAR Purchase Agreement Addendum.	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"

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

Form Rev. 10-09

Bidd r Sign	er atures:	4 All Bidders must sign here
Vest	ing:	S You must enter vesting here
Bidd		6 You must enter Bidder's address here
Add	er's	You must enter Bidder's Ph # here
Bidde E-Ma Addre	pnone: er's il	8 You must enter Bidder's Email address here