

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Justin B. Gold (SBN 227648)/Julie S. Berkus (SBN 234101) Oldman, Sallus & Gold, LLP 16133 Ventura Blvd., Penthouse Encino, CA 91436 TELEPHONE NO.: 818-986-8080 FAX NO. (Optional): 818-789-0947 E-MAIL ADDRESS (Optional): jgold@ocslaw.com ATTORNEY FOR (Name): Beverly M. Cheeseboro	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 3/22/2024 5:08 PM David W. Slayton, Executive Officer/Clerk of Court, By L. Culver, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 42011 Fourth Street West MAILING ADDRESS: Same CITY AND ZIP CODE: Lancaster, 93534 BRANCH NAME: North District	
<input checked="" type="checkbox"/> ESTATE <input type="checkbox"/> CONSERVATORSHIP <input type="checkbox"/> GUARDIANSHIP OF (Name): DIANE CECILE CHEESEBORO <input checked="" type="checkbox"/> DECEDENT <input type="checkbox"/> CONSERVATEE <input type="checkbox"/> MINOR	CASE NUMBER: 19AVPB00209 HEARING DATE AND TIME: 05-23-24 10:30 am DEPT: A-14
REPORT OF SALE AND PETITION FOR ORDER CONFIRMING SALE OF REAL PROPERTY <input type="checkbox"/> and Sale of Other Property Sold as a Unit	

1. **Petitioner** (name of each): Beverly M. Cheeseboro, Special Administrator

is the personal representative conservator guardian of the estate of the decedent, conservatee, or minor
 purchaser (30 days have passed since the sale) (Attach supporting declaration (Prob. Code, § 10308(b).))

and **requests** a court order for (check all that apply):

- a. confirmation of sale of the estate's interest in the real property described in Attachment 2e
 b. confirmation of sale of the estate's interest in other property sold as a unit as described in Attachment 2c.
 c. approval of commission of (specify): 5 % of the amount of: \$ 375,000.00
 d. additional bond is fixed at: \$ 51,834.46 is not required.

2. **Description of property sold**

- a. Interest sold: 100% Undivided (specify): %
 b. Improved Unimproved
 c. Real property sold as a unit with other property (describe in Attachment 2c).
 d. Street address and location (specify):
 6044 Catalina Lane
 Palmdale, CA 93552
 e. Legal description is affixed as Attachment 2e.

3. **Appraisal**

- a. Date of death of decedent or appointment of conservator or guardian (specify): April 29, 2019
 b. Appraised value at above date: \$
 c. Reappraised value within one year before the hearing: \$ Amount includes value of other property sold as a unit. (If more than one year has elapsed from the date in item 3a to the date of the hearing, reappraisal is required.)
 d. Appraisal or reappraisal by probate referee has been filed will be filed
 has been waived by order dated:

4. **Manner and terms of sale**

- a. Name of purchaser and manner of vesting title (specify): See Attachment 4a
 b. Purchaser is the personal representative attorney for the personal representative.
 c. Sale was private public on (date): 03/19/2024
 d. Amount bid: \$ 375,000.00 Deposit: \$ 37,500.00
 e. Payment Cash Credit (specify terms on Attachment 4e.)
 f. Other terms of sale (specify terms on Attachment 4f.)
 g. Mode of sale specified in will. Petitioner requests relief from complying for the reasons stated in Attachment 4g.
 h. Terms comply with Probate Code section 2542 (guardianships and conservatorships).

<input checked="" type="checkbox"/> ESTATE <input type="checkbox"/> CONSERVATORSHIP <input type="checkbox"/> GUARDIANSHIP OF	CASE NUMBER:
(Name): DIANE CECILE CHEESEBORO	19AVPB00209

5. Commission

- a. Sale without broker
- b. A written exclusive nonexclusive contract for commission was entered into with (name):
Anngel Benoun and Randye Saunders with Engel and Volkers
- c. Purchaser was procured by (name): Eldar De Leon with Buena Vista Real Estate
a licensed real estate broker who is not buying for his or her account.
- d. Commission is to be divided as follows: 50/50

6. Bond

- a. Amount before sale: \$ 323,165.54 none.
- b. Additional amount needed: \$ 51,834.46 none.
- c. Proceeds are to be deposited in a blocked account. Receipts will be filed. (Specify institution and location):

7. Notice of sale

- a. Published Posted as permitted by Probate Code section 10301 (\$5,000 or less)
- b. Will authorizes sale of the property
- c. Will directs sale of the property

8. Notice of hearing

- a. Special devisee:
 - (1) None.
 - (2) Consent to be filed.
 - (3) Written notice will be given.
- b. Special notice:
 - (1) None requested.
 - (2) Has been or will be waived.
 - (3) Required written notice will be given.
- c. Personal representative, conservator of the estate, or guardian of the estate:
 - (1) Petitioner (consent or notice not required).
 - (2) Consent to be filed.
 - (3) Written notice will be given.

9. Reason for sale (need not complete if item 7b or 7c checked)

- a. Necessary to pay
 - (1) debts
 - (2) devise
 - (3) family allowance
 - (4) expenses of administration
 - (5) taxes

10. Formula for overbids	
a. Original bid:	\$ <u>375,000.00</u>
b. 10% of first \$10,000 of original bid:	\$ <u>1,000.00</u>
c. 5% of (original bid minus \$10,000):	\$ <u>18,250.00</u>
d. Minimum overbid (a + b + c):	\$ <u>394,250.00</u>

- b. The sale is to the advantage of the estate and in the best interest of the interested persons.

11. Overbid. Required amount of first overbid (see item 10): \$ 394,250.00

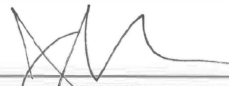
12. Petitioner's efforts to obtain the highest and best price reasonably attainable for the property were as follows (specify activities taken to expose the property to the market, e.g., multiple listings, advertising, open houses, etc.):
 Publication in the MLS; Property website 6044Catalina.com purchased, which resulted in over 100 website views; Property listing ran across multiple platforms including Zillow.com, Realtor.com, Redfin.com and many others; Approximately 80 inquiries were received from Brokers and/or principals.

13. Number of pages attached: 2

Date: 03/22/2024

Justin B. Gold

 (TYPE OR PRINT NAME OF ATTORNEY)



 (SIGNATURE OF ATTORNEY*)
 * (Signature of all petitioners also required (Prob. Code, § 1020).)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 22/03/24

Beverly M. Cheeseboro

 (TYPE OR PRINT NAME OF PETITIONER)



 (SIGNATURE OF PETITIONER)

Estate of Diane Cecile Cheeseboro
LASC Case No. 19AVPB00209
Report of Sale and Petition for Order Confirming Sale of Real Property

Attachment 2e – Legal Description

100% interest in residential property located at 6044 Catalina Lane, Palmdale, CA 93552 described as follows:

LOT 75 OF TRACT NO. 45705, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1142 PAGES 71 THRU 79 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THIS DEED IS MADE AND ACCEPTED SUBJECT TO ALL OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS COVERING TRACT NO. 45705 RECORDED APRIL 5, 1990 AS INSTRUMENT NO. 90-651386, AND ANY AMENDMENTS THERETO, NOW OF RECORD, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE TO SAID DECLARATION WITH THE SAME EFFECT AS THOUGH FULLY SET FORTH HEREIN.

Assessor's parcel number 3024-022-019

Attachment 4a – Name and Manner of Vesting Title

Maximo Gonzalez, a Single Man, Celia Vidrio, an Unmarried Woman, Samuel Valdez, an Unmarried Man as Tenants in Common

Attachment 4f – Other Terms of Sale

1. Close of Escrow shall be within 10 days from Escrow Holder's or Buyer's receipt of a Copy of the Certified Court Order Confirming Sale.
2. Deposit to be 10%. Deposit to be wired to A&A Escrow within 2 days from acceptance.
3. Escrow instructions to be signed and returned within 5 days after Court Confirmation.
4. Seller and Seller's Agents have no access to the property and Buyer solely responsible for removal of contents at Buyers cost at close of Escrow.
5. Seller and Seller's Agents have no keys, codes, openers and devices in their possession.
6. Seller has no knowledge if utilities are active or whose account they may be registered to.
7. The contract is not assignable.
8. For Probate Sales, the paragraphs for Liquidated Damages, Mediation and Arbitration are deleted from the Agreement in their entirety due to the Probate Court having jurisdiction over the resolution of disputes and the damages awarded. Unless sale is not confirmed by Court within time set forth in Court Confirmation Addendum, refund, if any, of Buyer's deposit will be subject to Court Order.

9. Commissions are payable to Listing Agent and Broker representing Successful Buyer only upon close of Escrow.
10. Property sold AS IS without warranty expressed or implied.
11. Buyer acknowledges that Buyer is purchasing the property in its "As is" "Where As" un-inspected condition with all apparent and suspected faults without warranties or guarantees expressed or implied by Seller, Seller's Broker or Seller's Agent.
12. Buyer further acknowledges that in addition to any documentation or disclosures presented by Seller, Seller's Broker or Seller's Agents that Buyer is relying solely on Buyers own independent investigations to determine the value and use of this property.
13. Buyer, Buyer's Agent, Seller and Seller's Agents have no access to the property and make no representation or warranty as to the Occupancy status. Buyer is accepting the property with no benefit of interior or exterior access and Seller, Seller's Broker and Seller's Agents are held harmless.

Report of Sale and Petition Confirming Sale - Cheeseboro

Final Audit Report

2024-03-22

Created:	2024-03-22
By:	Marissa John (mjohn@ocslaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZAnsThMyH99NegDpj4_zVQ0HCb1f_G6a

"Report of Sale and Petition Confirming Sale - Cheeseboro" History

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