

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): — William M. Nassar, Esq. 171787 William M. Nassar & Associates 1461 Ford St Ste 203 Redlands, CA 92373 TELEPHONE NO.: (909) 307-2000 FAX NO. (Optional): (909) 307-2055 E-MAIL ADDRESS (Optional): wnassar@nassarlaw.com ATTORNEY FOR (Name): Edward Travis Francis	FOR COURT USE ONLY		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 17780 Arrow Blvd MAILING ADDRESS: 17780 Arrow Blvd CITY AND ZIP CODE: Fontana, CA 92335 BRANCH NAME: Fontana Limited Access District			
<input checked="" type="checkbox"/> ESTATE <input checked="" type="checkbox"/> CONSERVATORSHIP <input type="checkbox"/> GUARDIANSHIP OF (Name): Karen Lee Barnard <input type="checkbox"/> DECEDENT <input checked="" type="checkbox"/> CONSERVATEE <input type="checkbox"/> MINOR			
REPORT OF SALE AND PETITION FOR ORDER CONFIRMING SALE OF REAL PROPERTY <input type="checkbox"/> and Sale of Other Property Sold as a Unit	CASE NUMBER: CONSB2200140 <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 2px;">HEARING DATE AND TIME:</td> <td style="width: 30%; padding: 2px;">DEPT.: F3</td> </tr> </table>	HEARING DATE AND TIME:	DEPT.: F3
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1. **Petitioner (name of each):** EDWARD TRAVIS FRANCIS

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: \$ 400,000.00
- d. additional bond is fixed at: \$ TBD 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):
 27203 13th Street, Highland, San Bernardino County, CA 92346

e. Legal description is affixed as Attachment 2e.

3. **Appraisal**

- a. Date of death of decedent or appointment of conservator or guardian (specify): 4/27/2022
- b. Appraised value at above date: \$ 325,000.00
- c. Reappraised value within one year before the hearing: \$ 312,000.00 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): Cedric Chau, individually.

- b. Purchaser is the personal representative attorney for the personal representative.
- c. Sale was private public on (date): Estimated Closing 2/17/2024
- d. Amount bid: \$ 400,000.00 Deposit: \$ 12,000.00
- 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).

**REPORT OF SALE AND PETITION FOR ORDER
 CONFIRMING SALE OF REAL PROPERTY**

<input checked="" type="checkbox"/> ESTATE <input checked="" type="checkbox"/> CONSERVATORSHIP <input type="checkbox"/> GUARDIANSHIP OF (Name): <u>Karen Lee Barnard</u>	CASE NUMBER: <u>CONSB2200140</u>
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5. Commission

- a. Sale without broker
- b. A written exclusive nonexclusive contract for commission was entered into with (name):
Jessica Bouzane, of Berkshire Hathaway Home Services California Realty
- c. Purchaser was procured by (name): Ron Schwolsky, of Century 21 Masters
 a licensed real estate broker who is not buying for his or her account.
- d. Commission is to be divided as follows:
3% to broker for seller, 2% to broker for buyer

6. Bond

- a. Amount before sale: \$ 40,000.00 none.
- b. Additional amount needed: \$ TBD 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

- | | |
|--|--|
| <ul style="list-style-type: none"> a. Specific devisee: <ul style="list-style-type: none"> (1) <input checked="" type="checkbox"/> None. (2) <input type="checkbox"/> Consent to be filed. (3) <input type="checkbox"/> Written notice will be given. b. Special notice: <ul style="list-style-type: none"> (1) <input type="checkbox"/> None requested. (2) <input type="checkbox"/> Has been or will be waived. (3) <input checked="" type="checkbox"/> Required written notice will be given. | <ul style="list-style-type: none"> c. Personal representative, conservator of the estate, or guardian of the estate: <ul style="list-style-type: none"> (1) <input checked="" type="checkbox"/> Petitioner (consent or notice not required). (2) <input type="checkbox"/> Consent to be filed. (3) <input type="checkbox"/> Written notice will be given. |
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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
- b. The sale is to the advantage of the estate and in the best interest of the interested persons.

10. Formula for overbids

a. Original bid: \$ 400,000.00

b. 10% of first \$10,000 of original bid: \$ 1,000.00

c. 5% of (original bid minus \$10,000): \$ 19,500.00

d. Minimum overbid (a + b + c): \$ 420,500.00

11. Overbid. Required amount of first overbid (see item 10): \$ 420,500.00

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.):
Listing posted on MLS, Zillow, Refin, Realtor.com, Broker's public websites, Google, and broker's social media. 20 showings of property. 3 offers, this offer being the the one with conventional financing and most cash down. Offer was \$10k over list.

13. Number of pages attached: 1

Date:
William M. Nassar, Esq.
 (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:

EDWARD TRAVIS FRANCIS
 (TYPE OR PRINT NAME OF PETITIONER)

 (SIGNATURE OF PETITIONER)

SHORT TITLE:

- Conservatorship of Karen Lee Barnard

CASE NUMBER:

CONSB2200140

ATTACHMENT (Number): 2e

(This Attachment may be used with any Judicial Council form.)

Lot 20, Tract 4071, as per Plat recorded in Book 56 of Maps, Page 14, Records of Said County.

ATTACHMENT 4e

Purchase price of \$400,000.00. Initial deposit of \$12,000.00. Balance of down payment \$138,000.00. Conventional loan amount of \$250,000.00, fixed interest rate.

LOAN:

(1) FIRST LOAN: This loan will provide for conventional financing BUYER'S LOAN STATUS: Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in paragraph 3E, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of paragraph 6B, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.

LOAN CONTINGENCY:

This Agreement is, unless otherwise specified in paragraph 3L(1) or an attached CR-B form, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

ATTACHMENT 4f

Buyer has removed any and all buyer contingencies, pursuant to BUYER CONTINGENCY REMOVAL No. 1, executed 1/10/2024.

Seller and buyer each to pay their own escrow fees.
 Seller to pay, Natural Hazard Zone disclosure report, including tax information.
 Seller to pay Owner's title insurance policy.
 Seller to pay County transfer tax and fees.
 Seller will not provide home warranty. Seller will not provide WDO or any associated repairs. Property is being sold "as-is", no repairs will be completed, no credits will be given, including any lender-required repairs.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

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 (Add pages as required)