

CSD 2062 [04/07/08] Court Telephone: (619) 557-5620
Court Hours: 9:00am-4:00pm, Monday-Friday
www.casb.uscourts.gov

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UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA
325 West F Street, San Diego, California 92101-6991

In Re

RALPH WAYNE GIBBS aka WAYNE GIBBS (SSN -9455),

BANKRUPTCY NO. 07-05644-M7

Debtor.

TRUSTEE'S NOTICE OF INTENDED ACTION AND OPPORTUNITY FOR HEARING

TO THE DEBTOR, ALL CREDITORS AND OTHER PARTIES IN INTEREST:

YOU ARE HEREBY NOTIFIED that the undersigned Trustee proposes to:

[X] Use, sell or lease the following property not in the ordinary course of business [include information as required by Federal Rule of Bankruptcy Procedure 2002(c)(1)]

SALE OF REAL PROPERTY BY AUCTION

On or about 5, 2007, (the "Petition Date"), Ralph Wayne Gibbs aka Wayne Gibbs ("Debtor") filed a Chapter 7 bankruptcy petition. James L. Kennedy ("Trustee") was appointed as the Trustee. Trustee intends to sell, by auction, the real property located at 1245 Pickett Road, Brawley, CA, 92227, Assessor's Parcel No. 038-020-014 ("Real Property").

Debtor originally did not schedule the Real Property as property of the estate. However, on December 6, 2007, Debtor amended his Schedule B to include the Real Property and listed Farm Credit Services Southwest ("Farm Credit") as a secured creditor in the amount of \$983,773.00. Debtor claimed an exemption in the Real Property in the amount of \$165,968.00 pursuant to California Code of Civil Procedure Section 704.210. The Trustee subsequently objected to Debtor's claim of exemption, which was sustained by the court.

The Trustee previously entered into a Settlement Agreement with Farm Credit to settle its claim against the Real Property, which was approved by court order dated May 8, 2008. The settlement provides that the Trustee is authorized to sell the Real Property, in exchange for which, Farm Credit grants the Estate a carve out ("Carve-Out") of Fifty Percent (50%) (up to a maximum of Fifty Thousand Dollars (\$50,000)) from the net sale proceeds of the sale of the Real Property. The remaining net sale proceeds shall be paid to Farm Credit at time of closing.

Trustee intends to sell by auction, all the estate's right title and interest in the Real Property in an "as is" "where is" condition, without a warranty expressed or implied, title to be conveyed by Quit Claim Deed. The auction will be conducted by Qualifund Realty Inc. ("Auction Company") on Friday, June 27, 2008 at 11:00 a.m. at the Real Property address. Trustee will transfer the Real Property by a quit claim deed in an "as is" "where is" condition, no warranties expressed or implied. The Trustee is informed and believes that there are no liens or encumbrances on the Real Property, to the extent there may be such liens or encumbrances, those will attach to the sale proceeds with the same force, effect, validity and priority as holder had in the Real Property.

The Real Property has been listed at \$75,000.00, which will be the opening bid. All bidders must be registered in order to bid. Registration requires a \$10,000 certified funds deposit in the form of a cashier's check, official bank check, cash or money order made payable to Qualifund Realty, Inc. The confirmed successful bidder's deposit and will become non-

refundable on the fall of the auctioneer's hammer and must be increased to a total of 10% of successful bid price upon award of bid. In the event the first and highest successful bidder decides not to buy, the forfeited deposit will be split between the Trustee and Auction Company after expenses are reimbursed. The Trustee may proceed to sell to the second highest bidder without need to renew this notice. Immediately upon written notice to the second highest bidder of Sellers' intent to sell to that bidder, the second highest bidder's deposit must be increased to 10% of its highest successful bid price.

The deposit for the Real Property will be put into escrow by Monday, June 30, 2008, or as soon thereafter as Trustee is reasonably able. The deposit will be considered as buyer's premium and as reimbursement for marketing costs, and will become payable to Auction Company upon close of escrow. The balance of the full successful bid price will be due to escrow within thirty (30) days. It will be the responsibility of the successful bidder to close escrow within thirty (30) days or the successful bidder will forfeit all deposits, and the Real Property will be resold without need for new or additional notice. Any inspections required by lenders are solely and entirely the responsibility of the successful bidder, and are not and shall not be a condition of timely closing of escrow. No inspections of any kind have been performed. It is recommended that bidders have any and all inspections desired done prior to auction. Auction Company is available for inspection by appointment by calling 619-447-1196. No repairs will be made by the Trustee/Estate or Farm Credit.

The sale is final. No contingencies will be part of the offer to purchase, loans, additional property sales or otherwise. If successful bidder decides after the fall of the auctioneer's hammer not to buy for any reason, all monies on deposit will be forfeit. Successful bidder is responsible for closing costs, including, but not limited to transfer tax, title, title insurance, escrow and transaction coordinators. Any inspections, reports or appraisals as desired or required by successful bidder or its lenders are solely at successful bidder's expense. Results will not be a condition of closing escrow.

A qualified cooperating broker ("QCB") that brings a qualified buyer to Trustee and said buyer becomes the successful court approved bidder, is offered a 4% commission based on the selling price of the Real Property. Payment of the QCB's commission is contingent on the cooperating broker contacting Auction Company prior to the auction and must pre-qualify by signing a declaration and providing a Buyer Broker Agreement at least 24 hours prior to auction. No commission will be paid to any broker if conditions for qualifications are not met. Brokers must be present to accompany client at auction.

Trustee believes that a sale of the Real Property by auction is in the best interest of the estate. The Real Property will be intensely marketed in the weeks prior to auction. Trustee believes that subjecting the Real Property to auction will allow him to obtain the best price for the Real Property in a shorter time than the customary marketing/listing process for real property. The Trustee believes that the sale is in the best interest of the estate and in his business judgment, should be approved.

APPROVAL OF BUYER AT AUCTION

Prior to close of successful bidder's escrow as herein provided, upon determination of the name and identity of the successful bidder, Trustee may submit a second order confirming the sale and authorizing closing and requesting that the court, at Trustee's sole discretion, make findings that the successful bidder is a "good faith purchaser" "for fair value" and subject to the protections of 11 U.S.C. §363(m) and the case law interpreting that section of the Bankruptcy Code. Trustee may, with the cooperation and supporting declaration of successful bidder, make this request of the court.

Trustee requests that the court waive the provisions of Bankruptcy Rule 6004(h) which provides a stay of an order authorizing the sale of the Real Property auction, and/or approval of the successful bidder, until the expiration of ten (10) days after entry of the order. If no creditor or party interest objects to this request for waiver or otherwise objects, an entered order authorizing Trustee's action and approval of the particular buyer from the auction shall each be immediately effective without a ten (10) day stay.

IF YOU OBJECT TO THE PROPOSED ACTION:

1. **YOU ARE REQUIRED** to obtain a hearing date and time from the appropriate Courtroom Deputy for the judge assigned to this bankruptcy case. Determine which deputy to call by looking at the Bankruptcy Case No. in the caption on Page 1 of this notice. If the case number is followed by the letter:

-	JM	-	call (619) 557-6019	-	DEPARTMENT ONE (Room 218)
-	LA	-	call (619) 557-6594	-	DEPARTMENT TWO (Room 118)
-	LT	-	call (619) 557-6018	-	DEPARTMENT THREE (Room 129)
-	PB	-	call (619) 557-5157	-	DEPARTMENT FOUR (Room 328)

2. **WITHIN TWENTY-EIGHT (28)¹ DAYS FROM THE DATE OF THIS NOTICE**, you are further required to serve a copy of your DECLARATION IN OPPOSITION and separate REQUEST AND NOTICE OF HEARING [Local Form CSD 1184²] upon the undersigned Trustee, together with any opposing papers. A copy of these documents must also be served upon the United States Trustee at 402 W. Broadway, Suite 600, San Diego, CA 92101. The opposing declaration shall be signed and verified in the manner prescribed by Federal Rule of Bankruptcy Procedure 9011, and the declaration shall:
 - a. identify the interest of the opposing party; and
 - b. state, with particularity, the factual and legal grounds for the opposition.

3. **YOU MUST** file the original and one copy of the Declaration and Request and Notice of Hearing with proof of service with the Clerk of the U.S. Bankruptcy Court at 325 West "F" Street, San Diego, California 92101-6991, no later than the next business day following the date of service.

IF YOU FAIL TO SERVE YOUR "DECLARATION IN OPPOSITION TO INTENDED ACTION" AND "REQUEST AND NOTICE OF HEARING" within the 28-day¹ period provided by this notice, NO HEARING SHALL TAKE PLACE, you shall lose your opportunity for hearing, and the Trustee may proceed to take the intended action.

Dated: May 22, 2008

/s/William P. Fennell
William P. Fennell, Esq.
Law Office of William P. Fennell, APLC
1111 Sixth Avenue, Suite 404
San Diego, CA 92101
Tel: (619) 325-1560
Attorneys for James L. Kennedy, Chapter 7 Trustee

¹If you were served electronically or by mail, you have three (3) additional days to take the above-stated actions.

²You may obtain Local Form CSD 1184 from the office of the Clerk of the U.S. Bankruptcy Court.

CERTIFICATE OF SERVICEDistrict/off: 0974-3
Case: 07-05644User: fbraxton
Form ID: pdf905Page 1 of 2
Total Served: 41

Date Rcvd: May 22, 2008

The following entities were served by first class mail on May 24, 2008.

db +Ralph Wayne Gibbs, 263 Riverwood Drive, Brawley, CA 92227-1447
 aty +Donald L. Scoville, 1005 State Street, P.O. Box 394, El Centro, CA 92244-0394
 aty +Geoffrey M. Khotim, Ridenour, Hienton, Kelhoffer, & Lewis, PLLC,
 201 North Central Avenue, Suite 3300, Phoenix, AZ 85004-1052
 aty +Jennifer H. Wang, Cooksey, Toolen, Gage, Duffy & Woog, 535 Anton Blvd., 10th Floor,
 Costa Mesa, CA 92626-1947
 aty Leonard J. Ackerman, Kirby & McGuinn, A P.C., 600 B Street, Suite 1950,
 San Diego, CA 92101-4515
 aty +Timothy J. Silverman, Solomon, Grindle, Silverman & Spinella, A Professional Corporation,
 12651 High Bluff Drive, Suite 300, San Diego, CA 92130-2023
 aty +Tracy L. Schimelfenig, Law Office of William P. Fennell, APLC, 1111 Sixth Avenue, #404,
 San Diego, CA 92101-5211
 aty +William P. Fennell, Law Office of William P. Fennell, APLC, 1111 Sixth Avenue #404,
 San Diego, CA 92101-5211
 tr James L. Kennedy, PO Box 28459, San Diego, CA 92198-0459
 cr +Farm Credit Services Southwest, c/o Geoffrey M. Khotim,
 Ridenour Hienton Kelhoffer Lewis & Garth, 201 N. Central Ave., Suite 3300,
 Phoenix, AZ 85004-1052
 cr +Ford Motor Credit Company LLC, Cooksey, Toolen, Gage, Duffy & Woog, c/o Jennifer H. Wang,
 535 Anton Boulevard, 10th Floor, Costa Mesa, CA 92626-1947
 cr Recovery Management Systems Corporation, 25 S.E. Avenue, Suite 1120, Miami, Fl 33131
 9184600 +Andrew S. Krutzsch, Esq., 104 W. I Street, Brawley, CA 92227-2364
 11359402 +Farm Credit Services Southwest, 3003 S. Fair Lane, Tempe, AZ 85282-3154
 11463479 +Farm Credit Services Southwest, c/o Geoffrey M. Khotim, Ridenour, Hienton, Kelhoffer & Lewis,
 201 N. Central Ave., #3300, Phoenix, AZ 85004-1052
 9184602 +Farm Credit Services Southwest, 1415 W. State Street, El Centro, CA 92243-2834
 9198782 +Farm Credit Services Southwest, c/o Geoffrey M. Khotim Esq.,
 Ridenour Hienton Kelhoffer Lewis & Garth, 201 N. Central Ave., Suite 3300,
 Phoenix, AZ 85004-1052
 9184603 Ford Credit, PO Box 7172, Pasadena, CA 91109-7172
 9190041 +Ford Motor Credit Company LLC, Drawer 55-953, P.O. Box 55000, Detroit, MI 48255-0001
 9184604 GE Money Bank, c/o PO Box 530912, Atlanta, GA 30353-0912
 9184605 +GM Credit, PO Box 60119, City of Industry, CA 91716-0119
 9184606 +HSBC, PO Box 60115, City of Industry, CA 91716-0115
 11405437 HSBC, Post Office Box 60130, City of Industry, California 91716-0130
 9186935 +HSBC Auto Finance, P.O.Box 829009, Dallas, TX 75382-9009
 11425085 Imperial Stores, P.O. Box 3010, El Centro, CA 92244-3010
 9187502 Joe Lozano, PO Box 829009, Dallas, Texas 75382-9009
 9184608 +Pioneers Memorial Hospital, 207 W. Legion Rd., Brawley, CA 92227-7799
 9184611 +Rabobank, PO Box 1845, El Centro, CA 92244-1845
 11465836 +Rabobank, N.A., c/o Timothy J. Silverman, Esq., Solomon, Grindle, Silverman & Spinella,
 12651 High Bluff Drive, Suite 300, San Diego, CA 92130-2023
 9184612 +Richard W. Bohlander, Esq., 380 N. 8th Street, Suite 10, El Centro, CA 92243-2336
 9184613 +Robert Espinosa, Esq., 1041 State, El Centro, CA 92243-2830
 11422690 +Stills Electric, PO Box 1245, Brawley, CA 92227-1245
 11425084 +Stills Electric, c/o Oswalt & Associates, P.O. Box 607, Imperial Ca 92251-0607
 11428377 +Tamalyn E. Lewis, 201 North Central, Avenue, Suite 3300, Phoenix, AZ 85004-1052
 11380474 +Timothy J. Silverman, Esq., Solomon, Grindle, Silverman & Spinella,
 12651 High Bluff Drive, Suite 300, San Diego, California 92130-2023
 9184614 Veterans Administration, PO Box 942888, Sacramento, CA 94288-0001
 11387260 +William P. Fennell, Tracy L. Schimelfenig, Esq., 1111 sixth Avenue ste. 404,
 San Diego, CA 92101-5211
 11386269 +William P. Fennell, Esq., Tracy L. Schimelfenig, Esq., Law Office William P Fennell APLC,
 1111 Sixth Avenue, Suite 404, San Diego, CA 92101-5211
 11463825 eCAST Settlement Corporation assignee of, HSBC Bank Nevada and its Assigns, POB 35480,
 Newark NJ 07193-5480

The following entities were served by electronic transmission on May 23, 2008.

9184601 +Fax: 602-221-4614 May 23 2008 04:34:56 Chase Auto, PO Box 78067, Phoenix, AZ 85062-8067
 11405017 E-mail/PDF: rmscedi@recoverycorp.com May 23 2008 04:54:13
 Recovery Management Systems Corporation, 25 S.E. 2nd Avenue, Suite 1120,
 Miami, FL 33131-1605

TOTAL: 2

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

cr Cameiro Heifer Ranch, Inc.
 cr* +HSBC Auto Finance, P O Box 829009, Dallas, Tx 75382-9009
 cr* +RABOBANK, N.A., c/o Timothy J. Silverman, Esq., SOLOMON, GRINDLE, SILVERMAN & SPINELLA,
 12651 High Bluff Drive, Suite 300, San Diego, CA 92130-2023
 11359403* +Farm Credit Services Southwest, 3003 S. Fair Lane, Tempe, AZ 85282-3154
 9184609* +Pioneers Memorial Hospital, 207 W. Legion Rd., Brawley, CA 92227-7799
 9184610* +Pioneers Memorial Hospital, 207 W. Legion Rd., Brawley, CA 92227-7799

TOTALS: 1, * 5

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

District/off: 0974-3
Case: 07-05644

User: fbraxton
Form ID: pdf905

Page 2 of 2
Total Served: 41

Date Rcvd: May 22, 2008

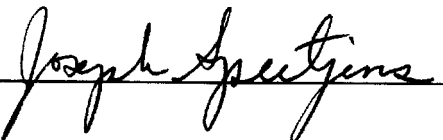
***** BYPASSED RECIPIENTS (continued) *****

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 24, 2008

Signature:

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.