




ORDERED in the Southern District of Florida on January 20, 2012.


Raymond B. Ray, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION
www.flsb.uscourts.gov

IN RE:

CASE NO.: 11-29832-BKC-RBR

TODD ADAM BARNA,

Chapter 7 Case

Debtor.

ORDER GRANTING MOTION BY CHAPTER 7 TRUSTEE, KENNETH A. WELT, FOR ORDER (I) APPROVING BIDDING AND SALE PROCEDURES; (II) AUTHORIZING THE SALE OF PROPERTY FREE AND CLEAR OF LIENS, ENCUMBRANCES AND INTERESTS PURSUANT TO 11 U.S.C. §363; AND (III) SCHEDULING AN ONLINE AUCTION TO APPROVE THE SALE OF REAL PROPERTY

THIS MATTER came before the Court without the necessity of a hearing on the *Motion By Chapter 7 Trustee, Kenneth A. Welt, For Order (I) Approving Bidding And Sale*

Procedures; (II) Authorizing The Sale Of Property Free And Clear Of Liens, Encumbrances And Interests Pursuant To 11 U.S.C. §363; And (III) Scheduling An Online Auction To Approve The Sale Of Real Property [D.E. # 39]. The Court, pursuant to Local Rule 6004-1, having considered this Motion without further notice or hearing as no party in interest has filed an objection within twenty-one (21) days from the date that the Motion was entered on the docket, and being otherwise duly advised in the premises, it is, hereby,

ORDERED, as follows:

1. The Motion is **GRANTED** as set forth herein.
2. The Motion was served upon all interested parties with the negative notice legend informing the parties of their opportunity to object within twenty-one (21) days of the date of service; no party filed an objection within the time permitted; and the Court therefore considers the matter to be unopposed.
3. The Trustee shall sell the subject real property listed on the Debtor's Schedule A-Real Property more particularly described as more particularly described as Parcel T29S R18E PTN SEC 14 located in San Luis Obispo County, California (the "Property").
4. The Trustee Auctioneer shall be conducting a scheduled public online auction that shall begin on Thursday, January 19, 2012 at 10:00 A.M. E.T. and will end on Thursday, January 26, 2012 at 2:00 P.M. E.T. (the "Online Auction").
5. The Closing ("Closing") will be on or before thirty (30) days from the U.S. Bankruptcy Court's (the "Court") approval and the entry of a Court Order by the Court approving the sale; provided however that Kenneth A. Welt, Trustee (the "Seller") shall have the right to extend the Closing by up to an additional 30 days by giving written notice to the Buyer.
6. The Closing will be coordinated through the offices of the Settlement Agent, The Kopelowitz Ostrow Firm, P.A., 200 SW 1st Avenue, Suite 1200, Fort Lauderdale, Florida 33301, Telephone: 954.525.4100, Facsimile: 954.525.4300.
7. The Court shall retain jurisdiction over this matter to consider and enter such further relief necessary to enforce the terms and conditions of this Order.

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Copies furnished to:

Chase A. Berger, Esq.

[Mr. Berger shall serve a conformed copy of this order to all interested parties.]

Online Bidding Instructions

Online Real Estate Auction
By Order of the United States Bankruptcy Court
Southern District Of Florida, Ft. Lauderdale Division
In Re: Todd Adam Barna, Case No.: 11-29832-BKC-RBR, Kenneth A. Welt, Trustee

Beginning Thursday, January 19, 2012 @ 10:00 A.M. E.T.
Ending Thursday, January 26, 2012 @ 2:00 P.M. E.T.

The following are guided instructions to assist the Online Bidder in order to participate in the Auction.

1. Download from www.fisherauction.com the following documents for completion;
 - a) Bidder Registration Form
 - b) Online Bidder Contract
 - c) General Terms and Conditions of Sale
 - d) Return of Escrow Instructions
2. Complete, sign and date the Bidder Registration Form.
3. Sign and date the Online Bidder Contract.
4. Sign and date the General Terms and Conditions of Sale.
5. Complete, sign and date the Return of Escrow Instructions.
6. Retain copies of the above documents for your file.
7. Return the four (4) executed documents and a copy of your valid State issued Driver's License or a valid Passport no later than 12:00 Noon, E.T., Wednesday, January 25, 2012 to Fisher Auction Company, 351 S. Cypress Rd., Suite 210, Pompano Beach, Florida 33060; Facsimile: 954.782.8143; Email; info@fisherauction.com. The required \$2,500.00 Escrow Deposit, in U.S. Funds, must be wire transferred to The Kopelowitz Ostrow Firm, P.A. (Settlement Agent) and verified by the above mentioned date / time (call 800.331.6620 or 954.942.0917 for wiring instructions).
8. Once all the documents and the Escrow Deposit is received and verified by Fisher Auction Company, you will be notified of your approved access to bid.
9. If you are declared the Successful Bidder, you will immediately be required to execute via facsimile the Real Estate Sales Contract ("Contract") and tender via wire transfer by 5:00 P.M. E.T. on Friday, January 27, 2012 the additional Escrow Deposit (if any) required per the Contract.

Wiring Instructions

Bank:	BankAtlantic Las Olas 301 E Las Olas Blvd Fort Lauderdale, FL 33301
ABA#:	267083763
Account No.:	0066772409
Name:	THE KOPELOWITZ OSTROW FIRM, P.A. TRUST ACCOUNT
International Swift Code:	BKATUS3F

ONLINE BIDDER CONTRACT

**Online Real Estate Auction
By Order of the United States Bankruptcy Court
Southern District Of Florida, Ft. Lauderdale Division
In Re: Todd Adam Barna, Case No.: 11-29832-BKC-RBR, Kenneth A. Welt, Trustee
Beginning Thursday, January 19, 2012 @ 10:00 A.M. E.T.
Ending Thursday, January 26, 2012 @ 2:00 P.M. E.T.**

Please carefully review this Online Bidder Contract (“Contract”) and the General Terms and Conditions of Sale (“Terms”). You must follow instructions for the Escrow Deposit, execute this Contract, the Bidder Registration Form, Return of Escrow Instructions and the Terms and send to Fisher Auction Company, 351 S. Cypress Road, Suite 210, Pompano Beach, Florida 33060 in order for you to be able to participate as a qualified Online Bidder in the online auction. All executed documents and the required Escrow Deposit to be received no later than 12:00 Noon, E.T., Wednesday, January 25, 2012.

This is a Contract entered into by and between the Bidder (“Bidder”) whose name is identified below and Fisher Auction Company (“Auctioneer”).

1. All registration information the Bidder provides to Auctioneer shall be current, complete, and accurate. Bidder must be 21 years of age or older. Bidder agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of any transaction being conducted during the online auction.
2. Bidder agrees not to retract its offer. The Successful Bidder is legally bound to purchase the Property awarded in accordance with his / her bid, the Terms, the Real Estate Sales Contract, and all other Federal and State Regulations governing contracts for the purchase of real property. Unilateral conditions asserted by any Bidder will not be accepted. There will be a 10% Buyer’s Premium added to the Final Bid Price.
3. Auctioneer reserves the right, for any reason, in its sole discretion, to terminate, change or suspend any aspect of the online auction.
4. Disputes Between Bidders - If a dispute arises between two or more Bidders, Auctioneer reserves the right to reopen the bidding. Auctioneer’s designation of the Successful Bidder shall be final.
5. Termination: This Contract constitutes a binding agreement between Bidder and Auctioneer until terminated by Auctioneer, which Auctioneer may do at any time, without notice, in Auctioneer’s sole discretion. If Bidder dissatisfaction occurs with the online auction in any way, Bidder’s only recourse is to immediately discontinue use of the online auction. Auctioneer reserves the right to terminate Bidder registration and use of the online auction, and impose limits on certain features of the online auction or restrict Bidder access to, or use of, part or the entire online auction without notice or penalty.
6. Hold Harmless - Auctioneer cannot, and will not, be held responsible for any interruption in service, errors, and/or omissions, caused by any means, therefore they cannot guarantee continual, uninterrupted or error free service as the website could be interfered with by means out of Auctioneer’s control. Bidder acknowledges that the online auction is conducted electronically and relies on hardware and software that may malfunction without warning. The Auctioneer may void any sale, temporarily suspend bidding and re-sell the Property that was affected by any malfunction. The decision of the Auctioneer is final.
7. Required Escrow Deposit – In order to be fully and properly registered for the online auction, Bidder will wire transfer the required \$2,500.00 Escrow Deposit, in U.S. Funds, to The Kopelowitz Ostrow Firm, P.A. (Settlement Agent). Once the Escrow Deposit and all executed documents are received, Auctioneer will approve your access to bid. Any questions regarding the online bidding process may be obtained by contacting Fisher Auction Company at info@fisherauction.com or 800.331.6620 (U.S.) or 954.942.0917 (Int’l).
8. Property Inspection: The Bidder is invited, urged and cautioned to inspect the Property prior to submitting any bid. Failure to inspect the Property shall not constitute cause for cancellation of sale.
9. The Bidder agrees that, should they be the Successful Bidder on the Property, all information regarding the transaction may be published on the Auctioneer’s web site per the Electronic Freedom of Information Act Amendments of 1996 (5 U.S.C. 522(2000)).

Name:			
Address:			
City – St – Zip:			
City, Country, Country Code (if outside the U.S.)			
Contact Telephone:		Email Address:	

Facsimile and Electronic signatures of the parties to this Online Bidder Contract shall be treated as original signatures.

I hereby acknowledge and accept the above terms of this Online Bidder Contract and agree to comply with same:

Signature of Acceptance

Date



GENERAL TERMS AND CONDITIONS OF SALE

Online Real Estate Auction
By Order of the United States Bankruptcy Court
Southern District Of Florida, Ft. Lauderdale Division
In Re: Todd Adam Barna, Case No.: 11-29832-BKC-RBR, Kenneth A. Welt, Trustee
Beginning Thursday, January 19, 2012 @ 10:00 A.M. E.T.
Ending Thursday, January 26, 2012 @ 2:00 P.M. E.T.

Please review this document carefully. In order to register and receive a Bidder's Number and Online Access, a Bidder must sign their Acknowledgment and Acceptance of these General Terms and Conditions of Sale, which will be incorporated into the Real Estate Sales Contract.

1. START / END DATES:

The Online Auction ("Auction") shall begin on Thursday, January 19, 2012 @ 10:00 A.M. E.T. and will end on Thursday, January 26, 2012 @ 2:00 P.M. E.T.

2. ONLINE AUCTION REGISTRATION:

Registration is required to become a qualified and eligible online bidder ("Bidder"). To register, a prospective Bidder must:

(a) Complete the Online Bidder Registration form providing Bidder's full name, company name, residence/business addresses with telephone numbers, cellular telephone number, facsimile number, email address, a copy of a State valid driver's license number or a valid passport, and the name(s) and / or entity in which the Bidder will take title to the Property.

(b) Bidders must wire transfer \$2,500.00 in U.S. Funds to The Kopelowitz Ostrow Firm, P.A. (Settlement Agent) no later than 12:00 Noon E.T., Wednesday, January 25, 2012 (call 800.331.6620 or 954.942.0917 for wiring instructions).

(c) Sign an acknowledgment that the Bidder has read and agrees to be bound by these General Terms and Conditions of Sale.

(d) Execute the Online Bidder Contract and Return of Escrow Instructions.

(e) Return the required executed documents to Fisher Auction Company, 351 S. Cypress Rd., Suite 210, Pompano Beach, Florida 33060; Facsimile: 954.782.8143; Email: info@fisherauction.com no later than 12:00 Noon, E.T., Wednesday, January 25, 2012.

3. HIGHEST BID, TOTAL PURCHASE PRICE, ESCROW DEPOSITS, REAL ESTATE SALES CONTRACT:

(a) The Successful Bidder on the Property will be required to execute, as Buyer ("Buyer"), the Real Estate Sales Contract ("Contract") immediately following the conclusion of the Auction, with no changes / exceptions, and tender the escrow deposits so required. The Successful Bidder's deposit stated in 2(b) ("Initial Deposit") shall be delivered to The Kopelowitz Ostrow Firm, P.A. as Settlement Agent, for deposit into their escrow account and held in escrow as a required deposit pursuant to the terms of the Contract.

(b) An additional deposit ("Additional Deposit") equal to the difference between 10% of the Total Purchase Price and the Initial Deposit, will be due via wire transfer on Friday, January 27, 2012 by 5:00 P.M. E.T. in U.S. Funds to The Kopelowitz Ostrow Firm, P.A. as Settlement Agent and held in escrow as a required deposit pursuant to the terms of the Contract.

(c) The amount of (i) the Highest Bid **AND** (ii) 10% of the Highest Bid ("Buyer's Premium"), added together, will be the Total Purchase Price ("Total Purchase Price") for the Property to be purchased by the Buyer under the Contract.

4. CLOSING AND PAYMENT OF TOTAL PURCHASE PRICE:

(a) The Closing ("Closing") will be on or before 30 days from the U.S. Bankruptcy Court's (the "Court") approval and the entry of a Court Order by the Court approving the sale; provided however that Kenneth A. Welt, Trustee (the "Seller") shall have the right to extend the Closing by up to an additional 30 days by giving written notice to the Buyer. The Closing will be coordinated through the offices of the Settlement Agent; The Kopelowitz Ostrow Firm, P.A., 200 SW 1st Avenue, Suite 1200, Fort Lauderdale, Florida 33301, Telephone: 954.525.4100, Facsimile: 954.525.4300.

(b) The Total Purchase Price will be due and payable by Buyer at Closing by Wire Transfer of immediate U.S. funds, pursuant to written instructions from the Settlement Agent. Buyer shall receive credit for the Initial Deposit and the Additional Deposit, upon clearance, which shall be released from escrow and applied by the Settlement Agent towards the Total Purchase Price at Closing.

(c) Time shall be of the essence as to Buyer's obligations in these General Terms and Conditions, the Online Bidder Contract and as described in the Contract.

5. TITLE:

(a) Except as provided for herein, it is understood and agreed that fee simple title to the Property being sold to the Buyer is free and clear of liens.

(b) The Seller will convey title by a Trustee's Deed (the "Deed").

(c) Buyer agrees that the Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property including, but not limited to, zoning, land use, building codes, and agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of record now on the Property; (ii) all liens for unpaid municipal charges not yet due and payable and all taxes and assessments for the year of Closing and all subsequent years not yet due and payable, (iii) the state of facts which would be shown by a current survey or inspection of the Property; (iv) any matter created by or through Buyer; and (v) any title matters which Buyer has accepted or is deemed to have accepted as set forth in the Contract.

(d) Seller is not providing to Buyer any survey of the Property. In the event Buyer desires to obtain a survey of the Property, Buyer will be solely responsible to obtain, and pay for, such survey without reducing the proceeds of the Total Purchase Price payable to Seller at the Closing.

6. BUYER'S NOTE:

(a) The sale of the Property is an "All Cash" transaction and shall not be subject to any financing, other contingencies, or post due diligence.

(b) The Seller, Century 21 Hometown Realty and Fisher Auction Company, their representatives, attorneys, agents, and sub-agents, assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and material. The Seller, Century 21 Hometown Realty and Fisher Auction Company, their representatives, attorneys, agents and sub-agents, make no representation or guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and material. Neither Fisher Auction Company, Century 21 Hometown Realty nor the Seller has any obligation to update this information. Neither Fisher Auction Company, Century 21 Hometown Realty nor the Seller, their Agents and Sub-Agents, have any liability whatsoever for any oral or written representations, warranties, or agreements relating to the Property except as is expressly set forth in the Contract.

(c) The Property is sold in "AS IS AND WHERE IS" condition and with all faults and defects, with no representations or warranties, express or implied. All Bidders are encouraged to inspect the Property prior to placing any bid in the Auction and the Successful Bidder, as Buyer, acknowledges that it has had a reasonable opportunity to inspect and examine the condition

of the Property and make inquiries of applicable governmental authorities pertaining to Buyer's proposed use of the Property prior to the Auction as Buyer has deemed necessary or desirable. Please review the Contract, the As-Is Rider and the Disclosures attached to the Contract.

(d) Competitive bidding is an essential element of an Auction sale, and such a sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the sale to be set aside. Collusion / Bid Rigging is a Federal Felony punishable by imprisonment and fine. Fisher Auction Company will report all illegal conduct to the F.B.I. and cooperate with any prosecution.

(e) Seller, in its absolute sole discretion, reserves the right to amend, negotiate, modify, or add any terms and conditions to these General Terms and Conditions of Sale, the Contract and to announce such amendments, modifications, or additional terms and conditions at anytime.

(f) Should the Property not close with the Buyer, the Seller will have the option to pursue back-up bids.

(g) If you are unsure about anything regarding the Property, do not place a bid. Review of the Contract before making any bids is strongly recommended.

7. ANNOUNCEMENTS:

In the event of a dispute over the bidding process, the Auctioneer shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding.

8. DEFAULT:

If the Buyer fails to comply with any of these General Terms and Conditions of Sale, the Seller shall retain the required Escrow Deposit, which shall be considered fully earned and non-refundable, under the Agreement as liquidated damages and not as a penalty. Upon Default, Buyer agrees to the immediate release of the Escrow Deposit funds to the Seller without the requirement of further documentation from Buyer.

9. BROKER PARTICIPATION:

Two Percent (2%) of the Bid Price will be paid to a qualified Licensed Real Estate Broker ("Broker") whose registered Buyer is deemed the successful purchaser and closes on the Property, provided the Broker is not prohibited by law from being paid such commission. To qualify for a commission, the Broker must first register their prospect on the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form. This form must be mailed such that it is received by the office of Fisher Auction Company no later than 5:00 P.M. E.T., Wednesday, January 25, 2012. This registration MUST be sent to Fisher Auction Company, 351 S. Cypress Rd., Ste. 210, Pompano Beach, FL 33060. Brokers may also fax their broker registration(s) to 954-782-8143. NO LATE REGISTRATIONS WILL BE ACCEPTED. Commissions will be paid only after closing and after Fisher Auction Company and Century 21 Hometown Realty have been paid in full. Brokers are not required to attend the closing. If a Broker has not met all of these requirements, no commission will be paid to the Broker, even if the Broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances whatsoever will any commission be paid if the sale does not close for any reason.

10. REPRESENTATIONS:

All information was derived from sources believed to be correct, but is not guaranteed. Bidders shall rely entirely on their own information, judgment, and inspection of the Property and records. Neither Seller, nor Fisher Auction Company, it's Agents and Sub-Agents makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

11. BID PRICE:

The bid price for the Property shall be determined by competitive online bidding. The Property is being sold subject to the United States Bankruptcy Court's approval.

12. ACKNOWLEDGMENT AND ACCEPTANCE:

The Undersigned Bidder acknowledges receipt of a copy of these General Terms and Conditions of Sale, and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile or electronic signatures will be treated and considered as original.

13. GOVERNING LAW:

This Agreement shall be construed in accordance with and governed by the laws of the State of California and the laws of the United States pertaining to transactions in California.

14. WAIVER OF JURY TRIAL:

EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

15. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, or any representations made by either party relative to the subject matter, which are not expressly set forth herein. To the extent that any of the terms or provisions contained herein differs or conflicts with those contained within the Contract, the Contract shall control.

Facsimile and Electronic signatures of the parties to these General Terms and Conditions of Sale shall be treated as original signatures.

Bidder's #

Bidder's Signature

Date

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Beginning Thursday, January 19, 2012 @ 10:00 A.M. E.T.
Ending Thursday, January 26, 2012 @ 2:00 P.M. E.T.

Online Bidder Registration Form

Name:		
Company Name (if applicable):		
Company Address (if applicable):		
City:	St:	Zip:
City, Country & Country Code (if outside the U.S.)		
Residential Address:		
City:	St:	Zip:
City, Country & Country Code (if outside the U.S.)		
Valid State Issued Driver's License No. or Passport: (Copy of License or Passport Required)		
Daytime Phone:	Evening Phone:	
Cellular Phone:	Facsimile:	
Email:		
Entity in which Bidder will take Title:		
Marital Status:		
How did you hear about the Auction?		
Bidder's Signature: (Facsimile and Electronic signatures of the parties to this Online Bidder Registration shall be treated as original signatures.)		Date:

Return of Escrow Instructions

Online Real Estate Auction

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Beginning Thursday, January 19, 2012 @ 10:00 A.M. E.T.
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In the event that you are not the successful Bidder on the Property, then please fill out this form to instruct us as to how you would like your Escrow Deposit sent back to you.

The amount of Deposit held in Escrow is: \$2,500.00.

I, _____, hereby authorize
Kopelowitz Ostrow Firm, P.A. (Settlement Agent) (Settlement Agent) to release my deposit
back to me within three (3) business days via:

PLEASE PRINT CLEARLY

_____ A check sent to the following address:

OR

_____ A wire transfer to the originating bank to the originator per the wiring instructions
below:

Bank Name: _____

Bank Address: _____

Bank Phone No.: _____

Bank ABA No.: _____

Account Name: _____

Account No.: _____

Bidder Signature: _____

Date: _____

Name Printed: _____

