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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO

11 SECURITIES AND EXCHANGE
COMMISSION,

12 Plaintiff,

13 vs.

14 ALEXANDER JAMES TRABULSE,

15 Defendant.

16 and

17 FAHEY FUND, L.P., FAHEY FINANCIAL
18 GROUP, INC., INTERNATIONAL TRADE &
DATA, and ITD TRADING,

19 Relief Defendants.
20
21

Case No. C 07-4975 (WHA)

**ORDER ON MOTION TO APPROVE SALE
OF MOBILE HOMES FREE AND CLEAR
OF LIENS**

Date: October 15, 2009

Time: 8:00 a.m.

Place: Courtroom 9, 19th Floor
United States District Court
Northern District of California-
San Francisco Division
450 Golden Gate Avenue
San Francisco, CA 94102

1 This Court, having reviewed the Motion ("Motion") To Approve Sale Of Mobile Homes
2 Free And Clear Of Liens, filed by the Court-appointed monitor, Michael A. Grassmueck, (the
3 "Monitor"), and good cause appearing therefore, orders as follows:

- 4 1. The Motion is granted in its entirety.
- 5 2. The Monitor is authorized to (a) sell the four (4) mobile homes, which are
6 identified by the following reference labels: (1) Mobile Home #1 (Space #38, CA
7 decal # AAJ7548, Built Approximately 1959), (2) Mobile Home #2 (Space #40,
8 CA decal # AAN7849, Built Approximately 1959), (3) Mobile Home #3 (Space
9 #45, CA decal # AAT8217), Built Approximately 1961), and (4) Mobile Home #4
10 (Space #59, CA decal # LAD4425, Built Approximately 1978) (collectively,
11 "Mobile Homes"), which are currently located at Salel's Mobilehome Park, at 747
12 Lewelling Blvd., Spc 65, San Leandro, California, and (b) to sell and assign the
13 rental agreements for Mobile Home #'s 1 and 4 ("Rental Agreements").
- 14 3. The Monitor is authorized to sell the Mobile Homes and sell and assign the Rental
15 Agreements to the highest offer received for the Mobile Homes and Rental
16 Agreements (collectively, the "Mobile Home Assets"). The Monitor sells the
17 Mobile Home Assets "AS IS," "WHERE IS," and "WITH ALL FAULTS", and the
18 Monitor makes no representations or warranties in respect to the condition of the
19 Mobile Home Assets.
- 20 4. The Monitor is authorized to close the sale of the Mobile Home Assets and take
21 any action necessary to deliver title to the Mobile Home Assets to the buyer with
22 the highest offer for the Mobile Home Assets. The sale of the Mobile Home Assets
23 shall be free and clear of all liens, claims, and encumbrances, with such liens,
24 claims and encumbrances attaching to the proceeds of sale.

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5. The Court hereby relieves the Monitor from the provisions of 28 USC §§ 2001-2002.

IT IS SO ORDERED.

Dated: _____

The Honorable William H. Alsup
United States District Court Judge