





## LEGAL NOTICES

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Appurtenant To Parcel A Above, As Defined In The Declaration Of CC&RS As Amended And As Further Depicted On The Map, Which Are Set Aside And Allocated For The Exclusive Use Of The Owner Of The Unit To Which They Are Adjacent Or Assigned, Parcel C: Unit A2 As Shown Upon The Map, As Defined In The Declaration Of CC&RS, As Further Amended By The Amendment Of Declaration Of CC&RS, Parcel D: The Nonexclusive Right To The Use, Possession And Enjoyment Of The Common Areas, Appurtenant To Parcel C Above, As Defined In The Declaration Of CC&RS As Amended And As Further Depicted On The Map Which Are Set Aside And Allocated For The Exclusive Use Of The Owner Of The Unit To Which They Are Adjacent Or Assigned, APN: LOT: 017 BLK: 0261 AND LOT: 019 BLK: 0261 Exhibit "B" (i) Equipment, All "equipment" as such term is defined in Article 9 of the Uniform Commercial Code (as defined herein), now owned or hereafter acquired by Trustor, which is used at or in connection with the Improvements of the Premises or is located thereon or therein (including, without limitation, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Trustor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to any Franchisor, Hotel Manager or Tenants under Leases (as defined herein) except to the extent that Trustor shall have any right or interest therein; (ii) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Trustor which is so related to the Premises and/or Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Premises, including, without limitation, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric

machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and if owned jointly, to the extent of Trustor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to the Leases, except to the extent that Trustor shall have any right or interest therein, or any property which any Franchisor or Hotel Manager is entitled to remove or cause the removal of; (iii) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts receivable, certificates, permits and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), other than fixtures, which are now or hereafter owned by Trustor and which are located within or about the Premises and the improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (including, but not limited to, beds, bureaux, chiffoniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, foodcarts, game consoles, computers, cable boxes, digital music players, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, computers, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, elevators, escalators, fittings, plants, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, belts, conveyors,

cabinets, lockers, shelving, spotlighting equipment, washers and dryers and other customary hotel equipment) (collectively, the "Personal Property"), and the right, title and interest of Trustor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above; (iv) Leases and Rents. To the extent assignment is permitted therein and by applicable law, all leases and other agreements affecting the use, enjoyment or occupancy of the Premises and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Trustor of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Trustor, its successors and assigns therein and thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations under the Leases and all rents, additional rents, all revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements (including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, license, lease, sublease, concession or other grant of the right of the use and occupancy of property or rendering of services by Trustor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance) whether paid or accruing before or after the filing by or against Trustor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; (v) Agreements. To the extent assignment is permitted therein and by applicable law, all agreements, contracts, certificates, instruments, franchisees (excluding any Franchise Agreement but including any Hotel Management Agreement), permits, licenses (excluding liquor licenses and any other license that is prohibited by law from

being assigned), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Premises and any part thereof and any Improvements or with respect to any business or activity conducted in the Premises and any part thereof and all right, title and interest of Trustor therein and thereunder, including, without limitation, the right, during the existence of an Event of Default, to receive and collect any sums payable to Trustor thereunder; (vi) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property, excluding any of the foregoing that are the property of any Franchisor, any tenant or Hotel Manager; (vii) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and (viii) Other Rights. Any and all other rights of Trustor in and to the items set forth in clauses (i) through (vii) above.

6/25, 7/2, 7/9/24

SF-3825459#

APN: 2650-039 TS No.: 24-07433CA TSG Order No.: 240064816-CA-VOI Commonly Known As: 4171 4173 17th Street, San Francisco, CA 94114 NOTICE OF TRUSTEE SALE UNDER DEED OF TRUST YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED APRIL 23, 2003. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. Affinia Default Services, LLC, as the duly appointed Trustee, under and pursuant to the power of sale contained in that certain Deed of Trust Recorded April 28, 2003 as Document No.: 2003-H424533-00 of Official Records in the office of the Recorder of San Francisco County, California, executed by: Elena F. Pass, as Trustor, will be sold AT PUBLIC AUCTION TO THE HIGHEST BIDDER for cash (payable in full at time of sale by cash, a cashier's check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). All right, title and interest conveyed to and now held by it under said deed of trust in the property situated in said county and state, and as more fully described in the above referenced deed of trust. Sale Date: July 16, 2024 Sale Time: 1:30 PM Sale Location: Outside the Memorial Court gates by Van Ness Avenue between 301 and 401 Van Ness Avenue, San Francisco, Ca 94102 File No.:24-07433CA The street

address and other common designation, if any, of the real property described above is purported to be: 4171 4173 17th Street, San Francisco, CA 94114. The undersigned Trustee disclaims any liability for any inaccuracy of the street address and other common designation, if any, shown herein. Said sale will be made in an "AS IS" condition, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$333,932.06 (Estimated). Accrued interest and additional advances, if any, will increase this figure prior to sale. It is possible that at the time of sale the opening bid may be less than the total indebtedness due. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call, (800) 758-8052 for information regarding the trustee's sale or visit this internet website, www.xome.com, for information regarding the sale of this property, using the file number assigned to this case, T.S.# 24-07433CA. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the internet website. The best way to verify postponement information is to attend the scheduled sale. NOTICE TO TENANT: You may have a right to purchase this property after the

trustee auction pursuant to Section 2924m of the California Civil Code. If you are an "eligible tenant buyer", you can purchase the property if you match the last and highest bid placed at the trustee auction. If you are an "eligible bidder", you may be able to purchase the property if you exceed the last and highest bid placed at the trustee auction. There are three steps to exercising this right of purchase. First, 48 hours after the date of the trustee sale, you can call (800) 758-8052, or visit this internet website www.xome.com, using the file number assigned to this case 24-07433CA to find the date on which the trustee's sale was held, the amount of the last and highest bid, and the address of the trustee. Second, you must send a written notice of intent to place a bid so that the trustee receives it no more than 15 days after the trustee's sale. Third, you must submit a bid so that the trustee receives it no more than 45 days after the trustee's sale. If you think you may qualify as an "eligible tenant buyer" or "eligible bidder," you should consider contacting an attorney or appropriate real estate professional immediately for advice regarding this potential right to purchase. File No.:24-07433CA If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse. For Trustee Sale Information Log On To: www.xome.com or Call: (800) 758-8052. Dated: June 11, 2024 By: Omar Solozzano Foreclosure Associate Affinia Default Services, LLC 301 E. Ocean Blvd., Suite 1720 Long Beach, CA 90802 (833) 290-7452 SF0481677 To: SAN FRANCISCO DAILY JOURNAL 06/25/2024, 07/02/2024, 07/09/2024, 6/25, 7/2, 7/9/24

SF-3825064#

## LEGAL NOTICES

### NOTICE OF SALE OF REAL PROPERTY

NOTICE IS HEREBY GIVEN that the undersigned, Gerard F. Keena II, duly appointed as Partition Referee by the Superior Court of California for the County of San Francisco (the "Court") in action number CGC-23-606367, will sell the fee simple interest of Richerson Farnsworth, Trustee of the Richerson Farnsworth and Michelle Farnsworth Trust Dated March 9, 2021, as to an Undivided Fifty Percent (50%) Interest; and Simo M. Amzil, Trustee of the Amzil 2011 Trust Dated March 7, 2011, as to an Undivided Fifty Percent (50%) in the real property described below in the manner and on the terms described below:

1. Property Location and Legal Description. The real property which is

to be sold is located at 3546-3548 22<sup>nd</sup> Street, San Francisco, San Francisco County, California 94414, whose legal description is as follows (the "Real Property"): Real property in the County of San Francisco, City of San Francisco, State of California described as follows: Beginning at the point of intersection of the Northernly line of 22nd Street and the Easternly line of Chaltanoga Street; running thence Easterly along said line of 22nd Street 25 feet; thence at a right angle Northernly 69 feet; thence at a right angle Westerly 25 feet to the Easternly line of Chaltanoga Street; thence at a right angle Southernly along said line of Chaltanoga Street 69 feet to the point of beginning. Being a portion of Mission Block No. 89. APN: Lot 026; Block 3619

2. Interest to Be Sold; "As Is, Where Is" With All Faults; No Warranties. The Referee will sell 100% of the fee simple interest described above in the Real Property to the highest cash bidder as provided in Section 873.730 of the Code of Civil Procedure. The sale is made on an "as is, where is" basis with all faults. There is no warranty of habitability or occupancy given in this sale.
3. Date, Time and Place of Sale. The Real Property will be sold by way of a Court confirmation and overbid hearing to be held at 9:30 a.m. on Monday, July 8, 2024 (the "Overbid Hearing"), at the San Francisco Civic Center Courthouse located at 400 McAllister Street, San Francisco, California 94102. No bids or offers to purchase will be accepted after the Overbid Hearing has been concluded by the Court. **The opening bid will be \$2,106,800.**
4. Qualification of Bidders. Only qualified persons may bid. To be a qualified bidder, at least two (2) business days before the scheduled Overbid Hearing the bidder must present the Referee (a) a signed copy of the Referee's Overbid Hearing Rules; (b) a deposit of \$63,204.00 either via cashier's check or via wire transfer or ACH to be deposited in the Referee's trust account; and (c) proof of funds in an amount equal or greater than the highest amount the bidder is willing to bid. All prequalified bidders that are not the winning bidder will receive their deposit back after the Overbid Hearing.
5. The Referee reserves the right to disqualify an overbidder or overbid. Interested bidders should contact Ruben Martinez of Fiduciary Real Estate Services will coordinate at (888) 511-3737 to obtain the Overbid Hearing Rules and more information.

Dated: June 6, 2024  
**GERARD F. KEENA II**  
 Referee for 3546-3548 22<sup>nd</sup> Street  
 San Francisco, California  
 6/11, 6/18, 6/25/24

SF-3821934#

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