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6 Attorneys for Plaintiff HSBC Bank USA,
 National Association, as Indenture Trustee
 for the benefit of the Noteholders and the
 7 Certificateholders of Business Loan
 Express Business Loan Trust 2005-A
 8

9 **UNITED STATES DISTRICT COURT**
 10 **EASTERN DISTRICT OF CALIFORNIA**

11
 12 HSBC BANK USA, National Association,
 as Indenture Trustee for the benefit of the
 13 Noteholders and the Certificateholders of
 Business Loan Express Business Loan
 14 Trust 2005-A,

Case No. 2:09-cv-02356-WBS-EFB

**JUDGMENT OF FORECLOSURE
 AND ORDER OF SALE**

15 **Plaintiff,**

16 vs.

17 DARA PETROLEUM, INC. dba WATT
 AVENUE EXXON, a California
 18 corporation; SARBJIT S. KANG, an
 individual; NARGES EGHTESEADI, an
 19 individual; U.S. SMALL BUSINESS
 ADMINISTRATION, a United States
 20 government agency; and DOES 1 through
 20, inclusive,

21 **Defendants.**
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1 Pursuant to the Stipulation for Judgment of Foreclosure and Order of Sale
2 entered into by and between plaintiff HSBC Bank USA, National Association, as
3 Indenture Trustee for the benefit of the Noteholders and the Certificateholders of
4 Business Loan Express Business Loan Trust 2005-A (“HSBC as Trustee”),
5 successor in interest to BLX Capital, LLC (“BLX”), and defendants Dara
6 Petroleum, Inc. dba Watt Avenue Exxon (“Dara”), Sarbjit S. Kang (“Kang”),
7 Narges Eghtesadi (“Eghtesadi” and together with Kang the “Guarantors”),
8

9 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

10 1. HSBC as Trustee shall have judgment against Dara and the
11 Guarantors (collectively, “Obligors”), jointly and severally, as herein provided.

12 2. Obligors, and each of them, jointly and severally, are indebted to
13 HSBC as Trustee in the following sums:

14 a. Principal, accrued interest, late fees, attorney’s fees and costs
15 and other chargeable expenses incurred as of January 10, 2012, in the total
16 amount of \$ 985,776.75;

17 b. Interest accruing from and after January 11, 2012 at the daily
18 rate of \$ 263.64 through the date of entry of the Judgment;

19 c. Actual costs of foreclosure and sale hereunder; and

20 d. Interest on the amounts set forth in subparagraphs (a) through
21 (c) above (which together shall be referred to hereinafter as the
22 “Indebtedness”) at the rate of 10% per annum from the date of entry of the
23 Judgment.

24 3. The real and personal property hereinafter described may be sold in
25 the manner prescribed by law, and the Order of Sale will issue to the Sheriff of the
26 County of Sacramento, ordering and directing him or her to conduct such sale.
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1 4. From the proceeds of the sale, the Sheriff shall pay to HSBC as
2 Trustee, after deducting the actual costs and expenses of sale, the sums adjudged
3 due.

4 5. The following property is the subject of this Judgment of Foreclosure:

5 a. Dara's interest in certain real property commonly known as
6 3449 El Camino Avenue, Sacramento, California 95821 ("Property"),
7 together with all buildings and improvements thereon, including the fixtures,
8 attachments, appliances, equipment, machinery and other articles attached
9 thereto and Dara's personal property and other assets associated with the
10 Property (the "Collateral").

11 b. The Property is legally described as follows:

12 **PARCEL 1:**

13 The South 200 feet of the East 250 feet of Lot 245 of Del Paso Park
14 View Tract No. 2 according to the official plat thereof, filed in the
15 office of the Recorder of Sacramento County, California, on June
16 7,1913, in Book 14 of Maps, Map No. 33.

16 The Subdivision of said Lot 245 being made on the basis that the lot
17 area included one-half of the adjoining roads.

18 **PARCEL 2:**

19 The North 10482 feet of the South 304.82 feet of the East 250 feet of
20 Lot 245 of Del Paso View Tract No- 2, according to the official plat
21 thereof filed in the office of the County Recorder of Sacramento
22 County, California on June 7,1913, in Book 14 of Maps, at page 33.

23 **EXCEPTING THEREFROM** that portion thereof lying within that
24 certain parcel described in the "Certification of Compliance-Lawfiul
25 Parcel" issued by the County Surveyor of Sacramento County, dated
26 September 14, 1988, and recorded September 16, 1988, in Book
27 880916, page I001, Official Records, more particularly described as
28 follows:

29 Beginning at a point on the East line of said Lot 245 and the center
30 line of Waft Avenue, located North 01 degrees 45 minutes 30 seconds
31 West 230.00 feet from the Southeast corner of said Lot 245 said
32 Southeast corner being the intersection of the center lines of Waft
33 Avenue and El Camino Avenue, as shown on said plat, thence from
34 said point of beginning parallel with the South line of Lot 245, South
35 89 degrees 02 minutes 30 seconds West 250~00 feet; thence parallel
36 with the East line of said Lot 245, North 01 degrees 46 minutes 30

1 seconds West 74.82 feet; thence parallel with the South line of said
2 Lot 245 North 89 degrees 02 minutes 30 seconds East 250~00 feet to
3 the East line of said Lot 245 and the center line of said Watt Avenue;
4 thence along said East line South 01 degrees 46 minutes 30 seconds
5 East 74.82 feet to the point of beginning.

6 The subdivision of said Lot 245 being made on the basis that the lot
7 area included one-half of the adjoining road.

8 6. If any surplus remains after making the payments specified in
9 paragraph 2 above, the surplus shall be paid to Dara.

10 7. The Court shall retain jurisdiction to determine the amount of any
11 deficiency after the sale, in accordance with section 726(b) of the California Code
12 of Civil Procedure, and to enter a Deficiency Judgment against Dara and the
13 Guarantors, jointly and severally, which shall reflect the amount so determined.

14 8. Having sold any and all rights of redemption with respect to the
15 Property and Collateral (or any part of it) to HSBC as Trustee, Obligors, and each
16 of them, are forever barred from any right of redemption. At the time of the sale,
17 upon HSBC as Trustee's surrender to the Sheriff of the rights of redemption
18 purchased by HSBC as Trustee from the Obligors, the Sheriff may immediately
19 execute a deed of sale to the purchaser, who may then take possession of the
20 Property and Collateral, or the part thereof so purchased, if necessary with the
21 assistance of the Sheriff of Sacramento County.

22 9. Obligors, and all persons claiming from or under them, or any one or
23 more of them, and all persons having liens subsequent to those of HSBC as Trustee
24 by judgment or decree on the Property and Collateral (or any part of it), and their
25 personal representatives, and all persons having any lien or claim by or under such
26 subsequent judgment or decree, and their heirs or personal representatives, and all
27 persons claiming to have acquired any estate or interest in the Property and
28 Collateral (or any part of it) subsequent to the recording of the notice of pendency
of this action with the Sacramento County Recorder, are forever barred and
foreclosed from all equity of redemption in and claim to the Property and

1 Collateral, and every part thereof, from and after delivery of the deed of sale by the
2 Sheriff.

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4 DATED: January 13, 2012

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6 WILLIAM B. SHUBB
7 UNITED STATES DISTRICT JUDGE

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11 PRESENTED BY:

12 LEO D. PLOTKIN
13 JOHN P. MERTENS
14 LEVY, SMALL & LALLAS
15 A Partnership Including Professional Corporations

16 By: /s/ John P. Mertens

17 JOHN P. MERTENS
18 Attorneys for Plaintiff HSBC Bank USA,
19 National Association, as Indenture Trustee
20 for the benefit of the Noteholders and the
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