

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

United States of America,)	
)	
Plaintiff,)	
)	
v.)	8:11CV348
)	
Timothy T. Bezy Photography, Inc.,)	
Olivia M. Cubeyro,)	
Joseph Anderson,)	
Wells Fargo Bank, N.A.,)	ORDER ON
First Security Agency, Inc., as Agent)	STIPULATION FOR
for Equifunding, Inc.,)	VOLUNTARY SALE
)	
and)	
)	
Rich James,)	
as Sarpy County Treasurer, Nebraska,)	
)	
Defendants.)	

Plaintiff United States and defendants Timothy T. Bezy Photography, Inc. (“Bezy Inc.”), Sarpy County, First Security Agency as agent for Equifunding, Inc. (“First Security Agency”), and Olivia M. Cubeyro have submitted a Stipulation on Voluntary Sale. In the Stipulation, the parties agree to stay the case until October 15, 2013, to allow a voluntary sale of the subject property under certain conditions and clarify the order and amount of the distribution of proceeds from either a voluntary or judicial sale. The parties to the stipulation agree that:

1. Sarpy County (Nebraska), First Security Agency, Inc. as agent for Equifunding, Inc. (“First Security”), Olivia M. Cubeyro, the United States claim an interest in the subject property located at 602 West Mission Avenue, Bellevue, Nebraska, with the following legal description:

Lot 6, Block 298 in the city of Bellevue, together with vacated portions of streets, avenues, and alleys abutting thereon and adjacent thereto as surveyed, platted and recorded in Sarpy County, Nebraska.

2. The parties agree to stay this case until October 15, 2013, under the following conditions:

- a. Timothy T. Bezy Photography, Inc. ("Bezy Inc.") shall have until October 15, 2013, to close a voluntary sale of the subject property;
 - b. The minimum sale price in a voluntary sale of the subject property is \$50,000;
 - c. At the time the contract for a voluntary sale is signed, Bezy Inc. shall, within 24 hours, e-mail a copy of the executed contract to counsel for the United States;
 - d. Bezy Inc. or its agent will pay the amount due to the United States by wire transfer or certified or cashier's check (payable to the U.S. Department of Justice) within 30 days of closing, accompanied by a copy of the settlement statement;
 - e. Following receipt by the United States of the payment as described above, the parties will stipulate to a dismissal of the case.
 - f. If a voluntary sale does not close before October 15, 2013, the stay will expire automatically. If this occurs, the parties agree to a motion by the United States to the Court for an order of sale of the property, which shall be filed by November 15, 2013.
3. The proceeds from a voluntary or judicial sale will be distributed as in the following manner:
- a. The proceeds shall first be applied to cover all costs and expenses associated with the sale;
 - b. The remaining proceeds, if any, shall next be applied to the outstanding real estate taxes due to Sarpy County;
 - c. The remaining proceeds, if any, shall next be applied to satisfy the interest held by First Security as a result of the tax certificate sale held on March 4, 2009, for delinquent real estate taxes on the subject property;
 - d. The remaining proceeds, if any, shall be divided between Olivia M. Cubeyro and the United States. Seventy percent shall be given to Cubeyro to satisfy or partially satisfy her interest in the promissory note secured by a deed of trust on the subject property, and 30% shall be given to the United States to satisfy or partially satisfy the Judgment against Bezy Inc. in this case (Doc. 60);
 - e. If the amount of the 30% given to the United States exceeds the amount of the Judgment against Bezy Inc., including statutory interest, the excess shall be returned to Bezy Inc.

In accordance with the Stipulation, it is hereby ORDERED that:

1. The case is stayed until October 15, 2013.

2. Timothy T. Bezy Photography, Inc. ("Bezy Inc.") shall have until October 15, 2013, to close a voluntary sale of the subject property under the following conditions:
 - a. The minimum sale price in a voluntary sale of the subject property shall be \$50,000;
 - b. At the time the contract for a voluntary sale is signed, Bezy Inc. shall, within 24 hours, e-mail a copy of the executed contract to counsel for the United States;
 - c. Bezy Inc. or its agent will pay the amount due to the United States by wire transfer or certified or cashier's check (payable to the U.S. Department of Justice) within 30 days of closing, accompanied by a copy of the settlement statement;
 - d. Following receipt by the United States of the payment as described above, the parties will stipulate to a dismissal of the case.
3. If a voluntary sale does not close before October 15, 2013, the stay will expire automatically. If this occurs, the United States shall file a motion for an order of sale by November 15, 2013.
4. The proceeds from a voluntary or judicial sale will be distributed as in the following manner:
 - a. The proceeds shall first be applied to cover all costs and expenses associated with the sale;
 - b. The remaining proceeds, if any, shall next be applied to the amount of outstanding real estate taxes due to Sarpy County;
 - c. The remaining proceeds, if any, shall next be applied to satisfy the interest held by First Security as a result of the tax certificate sale held on March 4, 2009, for delinquent real estate taxes on the subject property;
 - d. The remaining proceeds, if any, shall be divided between Olivia M. Cubeyro and the United States. Seventy percent shall be given to Cubeyro to satisfy or partially satisfy her interest in the promissory note secured by a deed of trust on the subject property, and 30% shall be given to the United States to satisfy or partially satisfy the Judgment against Bezy Inc. in this case (Doc. 60);
 - e. If the amount of the 30% given to the United States exceeds the amount of the Judgment against Bezy Inc., including statutory interest, the excess shall be returned to Bezy Inc.

Dated this 15th day of April, 2013.

BY THE COURT:
s/ Thomas D. Thalken
United States Magistrate Judge