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SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In re:

AMERICAN EAGLE MORTGAGE 100, LLC; AMERICAN EAGLE MORTGAGE 200, LLC; AMERICAN EAGLE MORTGAGE 300, LLC; AMERICAN EAGLE MORTGAGE 400, LLC; AMERICAN EAGLE MORTGAGE 500, LLC; AMERICAN EAGLE MORTGAGE 600, LLC; AMERICAN EAGLE MORTGAGE MEXICO 100, LLC; AMERICAN EAGLE MORTGAGE MEXICO 200, LLC; AMERICAN EAGLE MORTGAGE MEXICO 300, LLC; AMERICAN EAGLE MORTGAGE MEXICO 400, LLC; AMERICAN EAGLE MORTGAGE MEXICO 500, LLC; AMERICAN EAGLE MORTGAGE MEXICO 600, LLC; AMERICAN EAGLE MORTGAGE I, LLC; AMERICAN EAGLE MORTGAGE II, LLC; and AMERICAN EAGLE MORTGAGE SHORT TERM, LLC.

Case No. 19-2-01458-06

RECEIVER’S NOTICE OF INTENT TO SELL REAL PROPERTY (19168 N DEAL RD, WHITE HILLS, AZ 86445)

Clyde A. Hamstreet & Associates, LLC, the duly appointed general receiver herein (the “Receiver”), gives this notice in accordance with paragraph 2 of the Order Establishing Procedures Regarding Receiver’s Sale of Real Property in the Ordinary Course of Business and Entry of Comfort Orders Approving Such Sales dated August 8, 2019 (the “Sale Order”).

1 The Receiver proposes to sell the real property and improvements
2 commonly known as 19168 N Deal Rd, White Hills, AZ 86445 (the “Property”), according to the
3 basic terms set forth in the summary attached as Exhibit A hereto.

4 The following information regarding the proposed sale is provided pursuant to the
5 Sale Order:

6 1. The Property is unimproved vacant land of 4.77 acres, with parcel number
7 317-45-072 in Mohave County, Arizona. The area is very rural with dirt roads and mountain
8 views. It is located near the border of Arizona and Nevada, and it takes approximately half an
9 hour to drive there from Kingman, Arizona, an hour from Las Vegas, Nevada, and three hours
10 from Flagstaff, Arizona. The property was foreclosed on in February 2017.

11 2. The fee title owner of the Property is American Eagle Mortgage 400, LLC
12 (“AEM 400”).

13 3. The buyer’s name is C. Cervantes and/or nominee.

14 4. To the best of the Receiver’s knowledge, the buyer is not related to any of
15 the entities that are the subject of this receivership, to American Equities, Inc., or to Ross Miles.

16 5. Except for liens securing unpaid ad valorem property taxes that are
17 currently due in the amount of approximately \$107.02, the Property is not encumbered by liens.

18 6. The material terms and conditions of the proposed sale are: (a) the cash
19 purchase price is in the amount of \$12,000; (b) the buyer will pay a non-refundable earnest
20 money deposit in the amount of \$250, which in the event of the buyer’s default will be forfeited
21 to the Receiver as the Receiver’s sole and exclusive remedy; (c) closing is estimated to occur on
22 or after January 10, 2020; (d) the buyer’s obligation to close is not subject to any special
23 conditions (selling as-is); (e) closing costs are to be split evenly between the buyer and the
24 Receiver; (f) the Receiver is obligated to pay for title insurance; (g) the sale is subject to a 30-day
25 due diligence period; and (h) subject to the occurrence of closing, the Receiver will be obligated
26 to pay, and will pay in connection with the closing, a broker’s commission to Justin A. Chambers

1 of Chambers Realty Group, LLC, in an amount equal to ten percent (10%) of the gross purchase
2 price.

3 7. A drive-by broker's price opinion dated November 10, 2019, values the
4 Property at \$10,000. The Property is recorded on the books of AEM 400 with a value of
5 approximately \$81,603.60. The Receiver anticipates that after paying taxes and transaction fees,
6 the receivership estate will net approximately \$9,500 from the sale.

7 YOU ARE NOTIFIED that unless a creditor or other party with standing notifies
8 the Receiver and the Receiver's attorneys, in writing within 14 calendar days after the date of
9 this notice, that such party objects to the proposed sale transaction, the Receiver intends to
10 consummate the sale transaction described above. Objections to the proposed sale transaction
11 must refer to this notice and be delivered or sent, so as to be actually received by the Receiver
12 within 14 calendar days after the date of this notice, as follows:

13 AEM Receiver
14 c/o Miller Nash Graham & Dunn LLP
15 Attn: John R. Knapp, Jr.
16 2801 Alaskan Way, Suite 300
17 Seattle, Washington 98121
18 Email: john.knapp@millernash.com
19 Email: AEMReceiver@Hamstreet.net

20 DATED this 27th day of November, 2019.

21 MILLER NASH GRAHAM & DUNN LLP

22 /s/ John R. Knapp, Jr.
23 John R. Knapp, Jr., P.C., WSB No. 29343

24 Attorneys for Receiver
25 Clyde A. Hamstreet & Associates, LLC

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Exhibit A

Summary of Basic Terms of Proposed Sale

AEM Receivership Notice of Proposed Sale Transaction

19168 N Deal Rd, White Hills, AZ 86445

Description of Property : Vacant Land, 4.77 acres.
Parcel 317-45-072 in Mohave County. Unimproved vacant land. Very rural area; with dirt roads and mountain views. Located near the border of Arizona and Nevada, approximately half an hour to Kingman, AZ, an hour from Las Vegas, NV, and three hours to Flagstaff, AZ.

Owner: American Eagle Mortgage 400, LLC

Buyer: C Cervantes and/or nominee

Buyer's relationship to AEM: None Known

Purchase Price: \$12,000

Earnest Money: \$250

Est. Closing Date: 10-Jan-20

Broker: Justin A. Chambers, Chambers Realty Group, LLC

BPO Value and Date: Drive-by BPO done 11/10/2019 values at \$10,000

Liens affecting the property: Current 2019 property taxes are \$107.02

Material terms and conditions of sale: Cash; selling as-is. Broker fee is 10% of the selling price. Buyer and seller split closing costs. Seller to pay for title insurance. 30-day due diligence period.

Receiver's comments: This property was foreclosed on in February of 2017. The property is recorded on the books of Pool 400 with a value of \$81,063.60. The Receiver anticipates that after paying taxes and transaction fees, American Eagle Mortgage 400 will net approximately \$9,500 from the sale.



Objections to sale must be made within 14 days of posting. Objections should be emailed to John.Knapp@MillerNash.com and to AEMReceiver@Hamstreet.net.