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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 (S PONDEROSA ROAD, GOLDEN VALLEY, AZ 86413)

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 commonly  
2 known as Unit 3, Lots 538 and 539 in Sacramento Ranches subdivision, S Ponderosa Road,  
3 Golden Valley, AZ 86413 (the “Property”), according to the basic terms set forth in the summary  
4 attached as Exhibit A hereto.

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

7           1.       The Property is unimproved vacant land with no utilities, in a rural area.  
8 The Property’s parcel numbers are 209-04-026 and 209-04-027 in Mohave County, Arizona. It  
9 is located 15 minutes out of Kingman, Arizona, and an hour and a half from Las Vegas, Nevada.  
10 The Property was foreclosed on in August 2008.

11           2.       The fee title owner of the Property is American Eagle Mortgage I, LLC  
12 a/k/a American Eagle Mortgage 1 LLC, American Eagle Mortgage #1, LLC, and American  
13 Eagle Mortgage No. 1, LLC (“AEM I”).

14           3.       The buyer’s name is Mathew Grant Hayes.

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

17           5.       Except for liens securing unpaid ad valorem property taxes that are  
18 currently due in the amount of approximately \$27.06, the Property is not encumbered by liens.

19           6.       The material terms and conditions of the proposed sale are: (a) the cash  
20 purchase price is in the amount of \$3,200; (b) the buyer will pay a non-refundable earnest money  
21 deposit in the amount of \$500, which in the event of the buyer’s default will be forfeited to the  
22 Receiver as the Receiver’s sole and exclusive remedy; (c) closing is estimated to occur on or  
23 after February 26, 2020; (d) the buyer’s obligation to close is not subject to any special  
24 conditions (selling as-is); (e) closing costs are to be split evenly between the buyer and the  
25 Receiver; (f) the Receiver is obligated to pay for title insurance; (g) the sale is subject to a 30-day  
26 due diligence period; and (h) subject to the occurrence of closing, the Receiver will be obligated

1 to pay, and will pay in connection with the closing, a broker's commission to Justin A. Chambers  
2 of Chambers Realty Group, LLC, in an amount equal to ten percent (10%) of the gross purchase  
3 price.

4 7. A drive-by broker's price opinion dated November 10, 2019, values the  
5 Property at \$4,000. The Property was listed for sale at \$3,500. The Property is recorded on the  
6 books of AEM I with a value of \$26,857.18. The Receiver anticipates that after paying taxes and  
7 transaction fees, the receivership estate will net approximately \$2,500 from the sale.

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

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

21 DATED this 11<sup>th</sup> day of February, 2020.

22 MILLER NASH GRAHAM & DUNN LLP

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

25 Attorneys for Receiver  
26 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

### S Ponderosa Road, Golden Valley, AZ 86413

<b>Description of Property :</b>	Vacant Land, 4.7 acres.  Adjoining parcels 209-04-026 and 209-04-027 in Mohave County. Unimproved vacant land, no utilities on property. Unit 3, Lots 538 and 539 in Sacramento Ranchos subdivision. Rural area. Golden Valley is approximately 15 minutes out of Kingman, AZ, and an hour and a half from Las Vegas, NV.
<b>Owner:</b>	American Eagle Mortgage I, LLC
<b>Buyer:</b>	Mathew Grant Hayes
<b>Buyer's relationship to AEM:</b>	None Known
<b>Listing Price:</b>	\$3,500
<b>Purchase Price:</b>	\$3,200
<b>Earnest Money:</b>	\$500
<b>Est. Closing Date:</b>	26-Feb-20
<b>Broker:</b>	Justin A. Chambers, Chambers Realty Group, LLC
<b>BPO Value and Date:</b>	Drive-by BPO done 11/10/2019 values at \$4,000
<b>Liens affecting the property:</b>	Current 2019 property taxes are \$27.06
<b>Material terms and conditions of sale:</b>	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.
<b>Receiver's comments:</b>	This property was foreclosed on in August of 2008. The property is recorded on the books of Pool I with a value of \$26,857.18. The Receiver anticipates that after paying taxes and transaction fees, American Eagle Mortgage I will net approximately \$2,500 from the sale.



Objections to sale must be made within 14 days of posting. Objections should be emailed to [John.Knapp@MillerNash.com](mailto:John.Knapp@MillerNash.com) and to [AEMReceiver@Hamstreet.net](mailto:AEMReceiver@Hamstreet.net).