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SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In re:

Case No. 19-2-01458-06

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.

RECEIVER’S NOTICE OF INTENT TO SELL REAL PROPERTY (1535 HORSESHOE BEND ROAD, LOVELOCK, NV 89419)

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 1535 Horseshoe Bend Road, Lovelock, Nevada 89419 (the “Property”), according to  
3 the 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 5 acres of vacant land in an alfalfa farming district, with  
7 very few homes. The Property’s parcel number is 003-513-02 in Pershing County. The Property  
8 may have debris on it. It is located approximately two hours northeast of Reno, Nevada. The  
9 Property was foreclosed on in June 2015.

10          2.       The fee title owner of the Property is American Eagle Mortgage 200, LLC  
11 (“AEM 200”).

12          3.       The buyer’s name is Jeffrey A. Ferrari.

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

15          5.       Except for liens securing unpaid ad valorem property taxes for 2019 and  
16 2020 that are currently due in the amount of approximately \$615.73, the Property is not  
17 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 \$1,000, which in the event of the buyer’s default will be  
21 forfeited to the Receiver as the Receiver’s sole and exclusive remedy; (c) closing is estimated to  
22 occur on or after May 13, 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 three-  
25 day due diligence period; and (h) subject to the occurrence of closing, the Receiver will be  
26 obligated to pay, and will pay in connection with the closing, a broker’s commission to

1 Jacqueline Knight, in an amount equal to ten percent (10%) of the gross purchase price.

2 7. A drive-by broker's price opinion dated November 11, 2019, values the  
3 Property at \$11,100. The Property was listed for sale at \$17,500. The Property is recorded on  
4 the books of AEM 200 with a value of approximately \$43,208.22. The Receiver anticipates that  
5 after paying taxes and transaction fees, the receivership estate will net approximately \$9,600  
6 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 14<sup>th</sup> day of April, 2020.

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

**1535 Horseshoe Bend Road, Lovelock, NV, 89419**

**Description of Property :**

Vacant Land, 5 acres.

Parcel 003-513-02 in Pershing County, NV. Alfalfa farming district, with very few homes. Property may have debris on it. Lovelock, NV is approximately two hours northeast out of Reno, NV.

**Owner:**

American Eagle Mortgage 200, LLC

**Buyer:**

Jeffrey A. Ferrari

**Buyer's relationship to AEM:**

None Known

**Purchase Price:**

\$12,000

**Earnest Money:**

\$1,000

**Est. Closing Date:**

13-May-20

**Broker:**

Jacqueline Knight

**BPO Value and Date:**

Drive-by BPO done 11/11/2019 values at \$11,100

**Liens affecting the property:**

Current 2019 and 2020 property taxes are \$615.73

**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. Three day due diligence period.

**Receiver's comments:**

This property was foreclosed on in June of 2015. The property is recorded on the books of Pool 200 with a value of \$43,208.22. The Receiver anticipates that after paying taxes and transaction fees, American Eagle Mortgage 200 will net approximately \$9,600 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).