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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 (ZIG ZAG LOT 4, RHODODENDRON, OREGON)

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 Zig Zag Lot 4, 22542 E. Brightwater Way, Rhododendron, Oregon 97049 (the
3 “Property”), according to the Real Estate Exchange Agreement Between American Eagle
4 Mortgage Mexico 100, LLC and D.A. Howden Trust dated April 21, 2020 (the “Agreement”), a
5 copy of which is attached as Exhibit A hereto.

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

8 1. The Property is a residential development lot. The Property’s parcel
9 number is 05022125 in Clackamas County. The Property is legally described as follows:

10 Lot 4, Brightwater Estates, in the County of Clackamas and
11 State of Oregon.

12 Together with Private Access Easement (E. Brightwater
13 Way and/or E. Boulder Ridge Lane) as delineated on the plat
thereof.

14 2. American Eagle Mortgage Mexico 100, LLC (“AEMM 100”) owns an
15 undivided 50% interest in the Property.

16 3. Douglas A. Howden, Trustee of the D.A. Howden Trust dated April 19,
17 1996 (“Howden”) owns the remaining undivided 50% interest in the Property. Pursuant to the
18 Agreement, the Receiver will convey AEMM 100’s 50% interest to Howden.

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

21 5. Except for liens securing unpaid ad valorem property taxes that are due in
22 the amount of approximately \$8,524.76, the Property is not encumbered by liens.

23 6. The material terms and conditions of the proposed sale are: (a) Howden
24 will convey to the Receiver Howden’s undivided 50% interest in the real property described as
25 “Lot 11, BRIGHTWATER ESTATES, in the County of Clackamas and State of Oregon,
26 TOGETHER WITH Private Access Easement (E. Brightwater Way and/or E. Boulder Ridge

1 Lane” as delineated on the plat thereof” (“Lot 11”); (b) closing is estimated to occur on or before
2 May 15, 2020; (c) the Receiver’s and Howden’s obligations to close are subject to the removal of
3 certain title exceptions; (e) closing costs are to be split evenly between the buyer and the
4 Receiver, and certain expenses shall be prorated in accordance with the customary practice in
5 Clackamas County; (f) the Receiver is obligated to pay for title insurance for the Property and
6 Howden is obligation to pay for title insurance for Lot 11; (g) the sale is not subject to a due
7 diligence period; and (h) there will be no broker’s commission on this transaction.

8 7. The Receiver on behalf of AEMM 100 currently owns an undivided 50%
9 in Lot 11 and Howden owns the remaining 50%. The consummation of the transaction will
10 permit the Receiver to sell 100% of Lot 11 at a reserve price of \$149,900.00 as set forth in the
11 Receiver’s Notice of Intent to Reduce Reserve Price Applicable to Sale of Real Property (Zig
12 Zag Lot 11, Rhododendron, Oregon) dated March 16, 2020 or otherwise in such further notice as
13 the Receiver may issue.

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

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

DATED this 28th day of April, 2020.

MILLER NASH GRAHAM & DUNN LLP

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

Attorneys for Receiver
Clyde A. Hamstreet & Associates, LLC

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Exhibit A
Agreement

**REAL ESTATE EXCHANGE AGREEMENT
BETWEEN AMERICAN EAGLE MORTGAGE MEXICO 100, LLC AND D.A.
HOWDEN TRUST**

THIS REAL ESTATE EXCHANGE AGREEMENT (the "Agreement") is made and entered into as of April 21, 2020, by and between Clyde A. Hamstreet & Associates, LLC, an Oregon limited liability company in its capacity as General Receiver of American Eagle Mortgage Mexico 100, LLC a Washington corporation ("AEMM"), and Douglas A. Howden, Trustee of the D.A. Howden Trust dated April 19, 1996 ("Howden"). AEMM and Howden are sometimes referred to herein collectively as the "Parties."

RECITALS

A. AEMM owns an undivided 50% interest in the real property described as "Lot 4, BRIGHTWATER ESTATES, in the County of Clackamas and State of Oregon. TOGETHER WITH Private Access Easement (E. Brightwater Way and/or E. Boulder Ridge Lane) as delineated on the plat thereof." (the "AEMM Exchange Property"). Howden owns the remaining undivided 50% interest in the AEMM Exchange Property.

B. Howden owns an undivided 50% interest in the real property described as "Lot 11, BRIGHTWATER ESTATES, in the County of Clackamas and State of Oregon. TOGETHER WITH Private Access Easement (E. Brightwater Way and/or E. Boulder Ridge Lane) as delineated on the plat thereof." (the "Howden Exchange Property" and collectively with the AEMM Exchange Property, the "Exchange Properties"). AEMM owns the remaining undivided 50% interest in the Howden Exchange Property.

C. AEMM desires to exchange its entire interest in the AEMM Exchange Property for Howden's entire interest in the Howden Exchange Property and Howden desires to exchange its entire interest in the Howden Exchange Property for AEMM's entire interest in the AEMM Exchange Property.

AGREEMENT

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Exchange. AEMM agrees to convey its entire interest in the AEMM Exchange Property to Howden, and Howden agrees to its entire interest in the Howden Exchange Property to AEMM upon the terms and conditions set forth in this Agreement.

2. Agreed Value. The Parties agree that the value of AEMM Exchange Property is equal to the value of the Howden Exchange Property.

3. Escrow.

3.1 Opening of Escrow. The Parties shall deliver a fully executed copy of this Agreement to Michael DeMarquez, First American Title Insurance Company of

Oregon ("Title Company"). The parties hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.

3.2 Closing Date. This transaction shall close on or before May 15, 2020 (the "Closing Date").

4. Conditions to Closing.

4.1 Conditions Precedent to the Parties' Obligations. The close of escrow and the Parties' obligations with respect to the transaction contemplated by this Agreement are subject to the satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions, and the obligations of the Parties with respect to such conditions are as follows:

(a) **Title.** On March 30, 2020, First American Title Insurance Company (the "Title Company") issued a preliminary title report on the AEMM Exchange Property (the "AEMM Title Report"). Exception Nos. 6, 15-18, and 20 shown on the AEMM Title Report are not permitted title exceptions and must be removed from title on or before the Closing Date. All other title exceptions shown on the AEMM Title Report are "Permitted Exceptions." On March 30, 2020, the Title Company issued a preliminary title report on the Howden Exchange Property (the "Howden Title Report"). Exception Nos. 6, 15-17, and 19 shown on the Howden Title Report are not permitted title exceptions and must be removed from title on or before the Closing Date. All other title exceptions shown on the Howden Title Report are "Permitted Exceptions."

(b) **Court Approval.** AEMM 100 has received authority to enter into and consummate the transactions contemplated by the Agreement subject to and after complying with the terms of any applicable order in the receivership proceeding pending in the Superior Court of Clark County, Washington (the "Court") under Case No. 19-2-01458-06, under which Clyde A. Hamstreet & Associates, LLC is general receiver of American Eagle Mortgage Mexico 100, LLC.

(c) **No Material Changes.** At the Closing Date, there shall have been no material adverse changes related to or connected with the properties to be exchanged, whether directly or indirectly.

(d) **Deliveries.** The Parties shall have timely delivered each and every item to be delivered by them pursuant to this Agreement.

(e) **Title Insurance.** As of the close of escrow, the Title Company shall have committed to issue the respective title policies to the Parties, subject only to the Permitted Exceptions.

4.2 Failure of Conditions to Closing. In the event any of the conditions set forth in Section 4.1 are not timely satisfied or waived, for a reason other than the default of either of the Parties under this Agreement, this Agreement, the escrow, and the rights and obligations of the Parties shall terminate, except as otherwise provided herein.

4.3 Cancellation Fees and Expenses. In the event this escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of one of the Parties under this Agreement, any cancellation charges required to be paid to the Title Company shall be paid by the Party electing to terminate this Agreement.

5. Deliveries to Title Company. On or before the Closing Date, each Party shall deliver the following in escrow to the Title Company:

(a) **Deed.** A bargain and sale deed duly executed and acknowledged in recordable form by the appropriate Party, conveying its property to the other, without warranty of title.

(b) **Nonforeign Certification.** Each Party represents and warrants that it is not a "foreign person" as defined in IRC §1445, and each Party will give an affidavit to the other to this effect in the form required by that statute and related regulations.

(c) **Proof of Authority.** Such proof of each Party's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of it to act for and bind it, as may be reasonably required by the Title Company and/or the other Party.

(d) **Lien Affidavits.** Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the title policy.

6. Possession. Each Party shall deliver possession of the Exchange Property to be conveyed by it to the other at close of escrow.

7. Title Insurance. At closing, each Party shall provide, at its expense, a standard owner's title insurance policy in the amount of \$80,000, which each of the Parties agrees is the value of the Exchange Properties being conveyed, insuring title to the property to be conveyed by it vested in the other or its nominees, subject only to the Permitted Exceptions. Either Party shall have the right, if it so elects, to cause the title policy to be issued to it as an extended coverage policy, provided the electing Party pays the additional premiums and all survey costs associated therewith. If a Party elects extended coverage, then the other Party shall execute and deliver to the Title Company at closing a certificate and indemnity substantially in the form reasonably required by the Title Company.

8. Adjustments. Each Party shall pay for the standard coverage title insurance policy for the property to be conveyed by it, one-half of all escrow fees and costs,

recording charges for the deed it receives and its share of prorations pursuant to Section 9 below. Each Party shall pay its own legal and professional fees of other consultants incurred by them. All other costs and expenses shall be allocated between the Parties in accordance with the customary practice in the county where the property is located.

9. Prorations.

9.1 General. Presently existing taxes, assessments, improvement bonds, and other expenses, if any, affecting the Exchange Properties, shall be prorated as of the day following the Closing Date. For the purpose of calculating prorations, each Party shall be deemed to be the sole fee title owner of the property to be conveyed to it and, therefore, entitled to the income and responsible for the expenses for the entire day following the Closing Date.

9.2 Method of Proration. All prorations shall be made in accordance with customary practice in the county where the Exchange Properties are located, except as expressly provided herein. Such prorations shall be paid by AEMM to Howden (if the prorations result in a net credit to Howden) or by Howden to AEMM (if the prorations result in a net credit to AEMM).

10. As Is. Howden hereby acknowledges that AEMM is a court-appointed receiver that has no historical knowledge of the Property. For that reason, the Parties hereby agree that each Party's representations and warranties with respect to the Exchange Properties are limited to the following, notwithstanding anything to the contrary contained in this Agreement:

NO REPRESENTATIONS OR WARRANTIES ARE MADE BY EITHER PARTY WITH RESPECT TO THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF TITLE OR WITH RESPECT TO THE MAINTENANCE, REPAIR, CONDITION, DESIGN, OR MARKETABILITY OF THE PROPERTY OR OF ANY IMPROVEMENTS, FIXTURES, OR EQUIPMENT LOCATED ON OR INCLUDED AS PART OF THE SALE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES WITH RESPECT TO THE SUITABILITY OF THE PROPERTY FOR HABITATION OR THE BUYER'S INTENDED USE OR FOR ANY USE WHATSOEVER, WITH RESPECT TO THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER, OR UTILITIES, OR AS TO THE ABSENCE OF ASBESTOS OR ANY HAZARDOUS SUBSTANCE. THE EXCHANGE PROPERTIES ARE TO BE CONVEYED TO THE IN THEIR PRESENT CONDITION AND STATE OF REPAIR, "AS IS," "WHERE IS," AND WITH ALL FAULTS. EACH PARTY AFFIRMS THAT IT HAS INDEPENDENTLY, AND IN ITS SOLE JUDGMENT, ELECTED TO ENTER INTO THIS AGREEMENT, AND THAT IT HAS NOT RELIED UPON ANY STATEMENT OR REPRESENTATION OF THE OTHER PARTY OR ANY OF THE OTHER PARTY'S AGENTS IN ENTERING INTO THIS AGREEMENT. EACH PARTY, UPON EXECUTION OF THIS

AGREEMENT, ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS OF THE EXCHANGE PROPERTY IT IS CONVEYED, INCLUDING SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION. EACH PARTY REPRESENTS AND WARRANTS TO THE OTHER THAT IT HAS SUFFICIENT EXPERIENCE AND EXPERTISE IN REAL ESTATE MATTERS SUCH THAT IT IS REASONABLE FOR SUCH PARTY TO RELY ON ITS OWN PRE-CLOSING INSPECTIONS AND INVESTIGATIONS IN DETERMINING WHETHER OR NOT TO PURCHASE THE PROPERTY. EACH PARTY AGREES THAT NEITHER THE CONVEYING PARTY NOR ANY OF THE OTHER PARTY'S AGENTS SHALL HAVE OR INCUR ANY LIABILITY TO, OR BE SUBJECT TO ANY CLAIM OR RIGHT OF ACTION BY THE PARTY BEING CONVEYED PROPERTY UNDER THIS AGREEMENT OR ANY OF SUCH PARTY'S AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, FOR ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY THE CONVEYING PARTY OR ANY OF THE CONVEYING PARTY'S AGENTS OR FOR ANY MATTER CONCERNING THE NATURE OR CONDITION OF THE PROPERTY OR ANY WORK PERFORMED THEREON, INCLUDING, WITHOUT LIMITATION, ANY CLAIM RELATED TO HAZARDOUS SUBSTANCES OR ARISING UNDER ANY LAW GOVERNING HAZARDOUS SUBSTANCES. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT AND THE CLOSING OF THE SALE OF THE PROPERTY.

11. Disclosure Statement. To the fullest extent permitted by law, each Party hereby waives the right to receive the Disclosure Statement the other Party is required to deliver under ORS 105.465 to 105.490.

12. Damage or Destruction; Condemnation. Until close of escrow, the risk of loss shall be retained by the Party owning the same. Each Party shall keep its property fully insured until close of escrow. In the event all or any material portion of either Party's property is damaged, destroyed, or condemned or threatened with condemnation before the close of escrow, the other Party may terminate this Agreement. In such event, escrow will be terminated, and this Agreement shall have no further force or effect whatsoever. If a nonmaterial portion of either property is destroyed or condemned, this Agreement shall remain in full force and effect, including, without limitation, each Party's obligation to close this transaction as provided for herein. In such event, the acquiring Party shall be assigned all insurance proceeds or condemnation proceeds payable to or for the account of the other.

13. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed received one business day after deposit with such courier; or (d) sent by electronic mail, which

notices and communications shall be deemed received on the delivering Party's receipt of a transmission confirmation.

In the case of notices to Howden:

Email: DAHowden@comcast.net

With a copy to:

In the case of notices to AEMM:
American Eagle Mortgage Mexico 100, LLC
c/o Clyde A. Hamstreet & Associates, LLC
Attn: Hannah Schmidt
One SW Columbia, Suite 1575
Portland, OR 97258
E-mail: HSchmidt@hamstreet.net

With a copy to:
Nathaniel Levy
Miller Nash Graham & Dunn LLP
111 SW 5th Ave. Suite 3400
Portland, OR 97204
E-mail: Nathaniel.Levy@millernash.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

14. Broker. Howden represents and warrants that no broker or finder has been engaged by it, in connection with the transaction contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for additional brokers' or finders' fees or commissions in connection with the negotiation, execution, or consummation of this Agreement, then each Party shall indemnify, hold harmless, and defend the other from and against such claims which are based on any statement or representation or agreement by that Party.

15. Required Actions of Parties. The Parties agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions herein.

16. Default. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by either Party, the non-defaulting Party shall have the right to pursue any remedy available to it at law or equity, including the specific performance of this Agreement.

17. Assignment. Each Party shall have the right to assign its rights and obligations under this Agreement, upon giving prior written notice to the other, to any person or entity as long as the assignee expressly assumes the obligations of the assignor and the assignee demonstrates to the other Party's satisfaction that it has the financial ability to perform. Any assignee shall succeed to all the rights and remedies under this Agreement, including but not limited to the specific performance of this Agreement. In the event of assignment, the assignor waives notice, presentment, any defenses arising from subsequent modification of this Agreement, and any defenses other than those that may be raised by the assignee.

18. Miscellaneous.

18.1 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.2 Waivers. No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

18.3 Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records or the delivery at Closing of any assignment of leases, general assignment, or bill of sale.

18.4 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the Parties to it.

18.5 Representation. This Agreement was prepared by Miller Nash Graham & Dunn LLP, who represents AEMM. Howden represents that it had an opportunity to consult with separate legal counsel prior to executing this Agreement.

18.6 Attorney Fees. In the event a Party to this Agreement brings any action or suit against another Party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the any Party arising out of this Agreement, then in that event the prevailing Party shall be entitled to have and recover from the other Party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.

18.7 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here. The Parties do not intend to confer any benefit on any person, firm, or corporation other than the Parties hereto.

18.8 Time of Essence. The Parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

18.9 Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The date of this Agreement shall refer to the later of the date this Agreement was executed by the Buyer or the date this Agreement was executed by the Seller.

19. Governing Law. The Parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year written above.

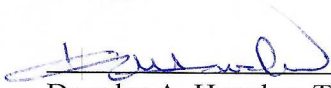
AEMM:

AMERICAN EAGLE MORTGAGE MEXICO 100, LLC,
a Washington limited liability company

By: Clyde A. Hamstreet & Associates, LLC,
in its capacity as general receiver

By: 
Clyde A. Hamstreet, Managing Member

Howden:

A handwritten signature in blue ink, appearing to read 'Douglas A. Howden', is written over a horizontal line.

Douglas A. Howden, Trustee of the D.A.
Howden Trust dated April 19, 1996