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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 (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 nearby. The Property’s parcel number is 003-513-02 in Pershing County. The
8 Property has debris on it and a slab for a mobile home. It is located approximately two hours
9 northeast of Reno, Nevada. The Property was foreclosed on in June 2015. Two sales have fallen
10 through on the Property.

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

13 3. The buyer’s name is Rebecca Marie Hinkle.

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 for 2019 and
17 2020 that are currently due in the amount of approximately \$615.73, the Property is not
18 encumbered by liens.

19 6. The material terms and conditions of the proposed sale are: (a) the
20 purchase price is in the amount of \$25,000; (b) \$15,000 of the purchase price will be paid in cash
21 at closing and \$10,000 of the purchase price will be paid through financing provided by the
22 Receiver over two years with an annual interest rate of five percent (5%) and a monthly payment
23 of \$483.71; (c) the loan will be serviced by Evergreen Note Servicing with the buyer paying the
24 servicing fees; (d) the buyer will pay a non-refundable earnest money deposit in the amount of
25 \$500, which in the event of the buyer’s default will be forfeited to the Receiver as the Receiver’s
26 sole and exclusive remedy; (e) closing is estimated to occur on or after September 10, 2021;

1 (f) closing costs are to be split evenly between the buyer and the Receiver; (g) the Receiver is
2 obligated to pay for title insurance; (h) the sale is subject to a fourteen-day due diligence period;
3 and (i) subject to the occurrence of closing, the Receiver will be obligated to pay, and will pay in
4 connection with the closing, a broker's commission to Stevie Destout, in an amount equal to ten
5 percent (10%) of the gross purchase price.

6 7. A drive-by broker's price opinion dated November 11, 2019, values the
7 Property at \$11,100. The Property is recorded on the books of AEM 200 with a value of
8 approximately \$43,208.22. The Receiver anticipates that after paying taxes and transaction fees,
9 the receivership estate will net approximately \$11,500 in cash and a \$10,000 loan receivable
10 from the sale.

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

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

21 DATED this 20th day of August, 2021.

22 MILLER NASH LLP

23
24 /s/ John R. Knapp, Jr.
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

1535 Horseshoe Bend Road, Lovelock, NV, 89419

Description of Property :

Vacant Land, 5 acres. Parcel 003-513-02 located in Pershing County, NV in an alfalfa farming district with very few homes nearby. Property has debris on it and a slab for a mobile home. Lovelock, NV is approximately two hours northeast out of Reno, NV.

Owner:

American Eagle Mortgage 200, LLC

Buyer:

Rebecca Marie Hinkle

Buyer's relationship to AEM:

None Known

Purchase Price:

\$25,000

Earnest Money:

\$500

Est. Closing Date:

10-Sep-21

Broker:

Stevie Destout

BPO Value and Date:

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

Liens affecting the property:

2019 and 2020 property taxes are \$615.73

Material terms and conditions of sale:

\$15,000 down and \$10,000 of seller financing for 2 years at 5%. Monthly payment on the note will be \$483.71 and the loan will be serviced by Evergreen Note Servicing with buyer paying servicing fees. Broker fee is 10% of the selling price. Buyer and seller split closing costs. Seller to pay for title insurance. 14-day due diligence period.

Receiver's comments:

Two sales have fallen through on this property. 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 \$11,500 and a \$10,000 loan receivable 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.