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9 **IN THE UNITED STATES BANKRUPTCY COURT**  
10 **FOR THE DISTRICT OF ARIZONA**

11 In re

12 MORTGAGES LTD.,

13 Debtor.

Chapter 11

Case No. 2:08-bk-07465-RJH

14 **GOLD CREEK'S OBJECTION TO**  
15 **LIQUIDATING TRUST'S MOTION TO**  
16 **APPROVE MODIFIED SUPERSEDEAS**

17 **Hearing Date: 1/12/10**

18 **Hearing Time: 1:00 p.m.**

19 **Location: 230 N. 1<sup>st</sup> Ave., 6<sup>th</sup> Floor**  
20 **Courtroom 603**  
21 **Phoenix, Arizona**

22 Gold Creek, Inc. ("Gold Creek"), for its Objection to Liquidating Trusting Trust's  
23 Motion to Approve Modified Supersedeas (the "Motion") (DE 2578), incorporates by  
24 reference as if fully set forth herein the Response and Objection filed by Radical Bunny,  
25 L.L.C. ("Radical Bunny") at DE 2584. Specifically, Gold Creek is a Class 6 Creditor of the  
26 Debtor's Confirmed Plan of Reorganization (the "Confirmed Plan"). Gold Creek's treatment  
under the Confirmed Plan is set forth at page 20 of the Plan, together with the further

1 refining at paragraph P of the Order Confirming Investors' Committee's First Amended Plan  
2 of Reorganization dated March 12, 2009, which Order was entered May 20, 2009 (the  
3 "Confirmation Order"). Paragraph P provides:

4 P. Pursuant to the agreement of the Plan Proponent and Gold  
5 Creek, the general contractor on the Chateaux on Central, which  
6 is owned by the Debtor, page 21 of the Plan is modified to reflect  
7 that (1) the Liquidating Trust will have 60 days after the  
8 Effective Date to review the validity of the mechanics liens of  
9 Gold Creek. If the Liquidating Trust agrees or does not object  
10 then the liens will be deemed valid. If the Liquidating Trust  
11 objects then the parties agree to binding arbitration of the validity  
12 of the liens. (2) If the liens are valid then Gold Creek retains its  
13 lien for \$3,046,126.71 and interest will accrue on that amount  
14 from the Effective Date of the Plan at 7.5% per annum. (3) The  
15 trust will pay the debt on the sale or refinance of the Chateaux or  
16 the maturity date of 2 years from the Effective Date, which ever  
17 is earlier. (4) In the event that the debt has not been paid by the  
18 maturity date then Gold Creek may file a foreclosure action and  
19 the Liquidating Trust will not oppose such action.

20 As can be seen by both the Confirmed Plan and the Confirmation Order, Gold Creek has a  
21 mechanics' and materialmen's lien on the Chateaux on Central real property which, if valid,  
22 is the senior lien on that property.

23 The lien of the exit financier, Universal-SCP1, L.P. ("Exit Lender"), does not Prime  
24 the mechanics' lien of Gold Creek. The supersedeas bond/collateral offered in the Motion is  
25 not available to the Liquidating Trustee and the Court does not retain jurisdiction to create  
26 any kind of Priming effect to the mechanics' lien of Gold Creek.

Gold Creek objects to any treatment requested by the Liquidating Trustee that would  
attempt to Prime the mechanics' lien of Gold Creek on the Chateaux on Central real  
property.

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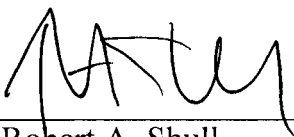
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1 RESPECTFULLY SUBMITTED THIS 12 day of January, 2010.

2 MARISCAL, WEEKS, MCINTYRE  
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4 By:   
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9 COPIES of the foregoing served by email  
10 this 12 day of January, 2010, to:

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