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

28 In re:
29
30 MORTGAGES, Ltd.,
31 Debtor.

Chapter 11
Case No.: 2:08-bk-07465-RJH
**JOINT MOTION TO SELL REAL
PROPERTY FREE AND CLEAR
OF LIENS, CLAIMS,
ENCUMBRANCES AND
INTERESTS**
**Real Property known as Chateaux
on Central**
Hearing Date: TBD
Hearing Time: TBD

1 Kevin T. O'Halloran ("**Liquidating Trustee**"), as Trustee of the ML Liquidating Trust
2 ("**Liquidating Trust**"), the sole shareholder of ML Servicing Co., Inc. ("**ML Servicing**"), and ML
3 Manager LLC ("**ML Manager**"), as manager of certain MP Funds and as agent for certain pass-
4 through investors, respectfully request the Court to enter an Order authorizing ML Servicing and ML
5 Manager to sell that certain real property located at the southwest corner of Central Avenue and Palm
6 Lane in Phoenix, Arizona, known as the Chateaux on Central ("**Real Property**"), together with all of
7 Seller's (as such term is defined below) right, title and interest in and to all equipment, building
8 supplies and other personal property associated with and located on or about such Real Property
9 ("**Personal Property**"), to MSI West Investments, LLC, ("**MSI**"), for the price and on the terms set
10 forth in the Agreement to Purchase Real Property ("**Purchase Agreement**"), which is attached hereto
11 as Exhibit 1, subject to higher and better bids. (The Real Property and Personal Property are referred
12 to herein collectively as the "**Chateaux Property**".)

13 Pursuant to the Investors' Committee's First Amended Plan of Reorganization confirmed by
14 this Court (the "**Plan**")¹, the reorganized Debtor was renamed "ML Servicing Co., Inc." and presently
15 owns an approximate 31% interest in the Chateaux Property. Also pursuant to the Plan, ML Manager
16 was formed on the Effective Date and assumed its role as the manager of 9 MP Funds, which
17 presently own a fractional interest in the Chateaux Property ("**9 MP Funds**"). In addition, pursuant
18 to the Plan, the Agency Agreements between Debtor and the pass-through investors were assigned to
19 ML Manager. Consequently, ML Manager became the agent for the 3 pass-through investors which
20 presently own a fractional interest in the Chateaux Property ("**3 Pass-Through Investors**"). The 9
21 MP Funds and 3 Pass-Through Investors, each of whom are listed on Exhibit "A" of the Purchase
22 Agreement, own a combined approximate 69% interest in the Chateaux Property.
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27 ¹ All capitalized terms not defined herein are given the meaning ascribed to them in the Plan, including the Plan's supplemental documents.

1 Gold Creek Inc., the general contractor on Chateaux on Central, has asserted a mechanics lien
2 claim in the amount of \$3,046,126.71 against the Chateaux Property. Gold Creek is a creditor of the
3 Debtor. The validity and extent of Gold Creek's mechanics lien claims are currently in dispute.
4 Section P of the Order Confirming Investors Committee's First Amended Plan of Reorganization
5 dated March 12, 2009 (the "Confirmation Order") provided specific procedures for dealing with the
6 Gold Creek lien dispute. Pursuant to such procedures, the Debtor and Gold Creek are presently in the
7 process of attempting to resolve the disputed lien claim. Until such time as the dispute is resolved,
8 Gold Creek's lien shall attach to the net proceeds payable to the Liquidating Trust and ML Manager
9 from the sale of Chateaux on Central and sufficient proceeds shall be set aside to satisfy such disputed
10 claims. Neither the Liquidating Trust nor ML Manager believe Gold Creek will object to its lien(s)
11 attaching to such sale proceeds. In fact, Section P of the Confirmation Order contemplates that the
12 Gold Creek lien(s) will be paid from the proceeds of the sale of the Chateaux Property.
13

14 The Liquidating Trust and ML Manager have entered into a Purchase Agreement with MSI, as
15 Purchaser for the sale of the Chateaux Property for a purchase price of \$7,000,000.00 (the "**Purchase**
16 **Price**"). MSI has already posted the requested earnest money in the amount of \$500,000.00 and an
17 escrow has been opened at The Talon Group, a division of First American Title Insurance Company.
18 The sale of the Chateaux Property will be free and clear of all liens, claims, encumbrances and
19 interests. The sale contingencies include the Bankruptcy Court's approval of the transaction as set
20 forth in the Purchase Agreement and the waiver, pursuant to Section 1146(a) of the Bankruptcy Code,
21 11 U.S.C. § 1146(a), which is contemplated by Section 10.5 of the Plan, of all mortgage recording
22 tax, stamp tax, real estate transfer tax, speculative builder, transaction privilege or other similar taxes
23 imposed by federal, state or local law. The Purchaser has 10 days after the entry of an Order by the
24 Court approving the sale, free and clear of all liens and encumbrances to close the sale, with any
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1 existing liens or encumbrances on the Chateaux Property to attach to the net proceeds derived from
2 the sale to the extent of any such lien(s). The Purchase Price is to be paid in cash at closing. This is
3 an arms-length, negotiated sales transaction between unrelated parties.

4 The Liquidating Trustee and ML Manager believe that the Purchase Price is a fair price for the
5 Chateaux Property. Furthermore, the sale of such property is subject to higher and better bids. The
6 Liquidating Trustee and ML Manager further believe that this proposed sale is in the best interests of
7 ML Servicing, the Liquidating Trust, the 9 MP Funds and their respective investors in the loans, and
8 the 3 Pass-Through Investors, and is a valid exercise of their business judgment.

9 The right to compete by the exit financier, as set forth in the exit financing loan documents,
10 has been waived by the exit financier. The parties to the Purchase Agreement have agreed that this
11 sale shall be subject to any higher and better bids as of the hearing date of this Motion. In the event
12 any party indicates an interest in submitting a higher and better bid, they shall comply with the
13 bidding procedures (the "**Bidding Procedures**") set forth on Exhibit "2" hereto in order to be eligible
14 to bid at the hearing. The Bidding Procedures that are proposed are reasonable, not overly
15 burdensome, and will allow for other interested parties, if any, to make higher bids on the Chateaux
16 Property in a prescribed and orderly manner.

17 Due to the confusion and disruption caused by the Motion for Clarification filed by the Rev
18 Op Group and their subsequent appeal, and in light of other existing exigencies, the Liquidating
19 Trustee and ML Manager believe that it is prudent and necessary to seek court approval of the sale.
20 An order approving and authorizing the Liquidating Trust and ML Manager to sell a 100% interest in
21 the Chateaux Property will insure a smooth closing and will aid in the implementation of the Plan.

22 Under Section 3(b) of the Agency Agreement, ML Manager as the agent for the Pass-Through
23 Investors has the authority and ability to engage a broker, enter into a sale agreement and to sell the
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1 real estate on behalf of the principals. ML Manager asserts that the 3 Pass-Through Investors are
2 subject to the Agency Agreement. It is not anticipated that any of the 3 Pass-Through Investors will
3 object to this Motion.² The ML Liquidating Trust and the ML Manager will notice this Motion and
4 the hearing to, among others, the 3 Pass-Through Investors so they have an opportunity to be heard, if
5 they choose to do so.
6

7 The 9 MP Funds own their interests in the Chateaux Property directly. No Loan LLC's are
8 involved with this transaction.

9 The Liquidating Trustee and ML Manager assert that the Court has the authority to approve
10 the sale under Sections 105 and 363(b) and (f) of the Bankruptcy Code, among other sections, and
11 under Paragraph J of the Confirmation Order, as an order in aid of implementation of the Plan, and
12 under Paragraph P of the Confirmation Order, which relates specifically to the Gold Creek lien.
13

14 This requested order will authorize the sale and allow the Liquidating Trust and ML Manager
15 to close the transaction, with all lien interests to attach to the net proceeds to the extent of such liens.
16 Subject to any further orders of this Court, and after setting aside all funds necessary to satisfy any
17 existing lien claims against the Chateaux on Central Property, the net proceeds payable to the
18 Liquidating Trust and ML Manager will be utilized for purposes of satisfying their respective
19 obligations in furtherance of the performance of their duties and obligations under the Plan.
20

21 WHEREFORE, the Liquidating Trustee, on behalf of the Liquidating Trust, and the ML
22 Manager LLC respectfully request the Court to enter an order authorizing and approving the sale as
23 set forth above, and for such other and further relief as is just and proper under the circumstances.
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27 _____
² None of the 3 Pass-Through Investors are part of the Rev Op Group.

1 DATED this 29th day of January 2010.

2 MYERS & JENKINS, P.C.

3 By /s/ William Scott Jenkins
4 William Scott Jenkins
5 Jill M. Hulsizer
6 Attorneys for Kevin T. O'Halloran,
7 Trustee of the ML Liquidating Trust

8 FENNEMORE CRAIG, P.C.

9 By /s/ Cathy L. Reece
10 Cathy L. Reece
11 Attorneys for ML Manager LLC

12 COPY of the foregoing transmitted
13 electronically using the Court's ECF System
14 this 13th day of Feb. 2010, and mailed or
15 emailed to the parties on the Service List
16 and to the following parties:

17 Robert M. Adams, Trustee, Schedule B
18 Property, under the R and C Adams Family
19 Trust dated December 27, 1994
20 181 Paramount
21 Sedona, AZ 86336

22 Dorothy Jeanne Davis, Trustee of the
23 Dorothy Jeanne Davis Revocable Trust
24 dated July 27, 2004
25 2107 E. Aspen
26 Tempe, AZ 85282

27 Jerry S. Feigen
28 2800 N. Lake Shore Dr. #1406
29 Chicago, IL 60657

30 Robert A. Shull
31 Mariscal Weeks McIntyre & Friedlander, PA
32 2901 North Central Avenue, #200
33 Phoenix, AZ 85012-2705
34 Telephone: (602)-285-5010
35 rob.shull@mwmf.com
36 Attorneys for Gold Creek Inc.

37 Air Specialty Products, Inc.
38 2451 W Birchwood Ave, Ste 101
39 Mesa, AZ 85202

Myers & Jenkins, P.C.

One East Camelback Road

Suite 500

Phoenix, Arizona 85012

- 1 Riggs Contracting, Inc.
7537 W. Mountain View Road
- 2 Peoria, AZ 85345

- 3 Riggs Engineering, Inc.
c/o Michael T. Denious, Esq
- 4 350 E. Virginia Avenue, Suite 100
- 5 Phoenix, AZ 85004

- 6 Structures, Inc.
PO Box 21137
- 7 Mesa, AZ 85277-1137

- 8 Adam B. Decker
- 9 Jackson White, PC
- 10 40 N. Center St., Ste. 200
- 11 Mesa, AZ 85201
- 12 Telephone (480) 464-1111
- 13 adecker@jacksonwhitelaw.com
- 14 Attorneys for Farnsworth Wholesale

- 15 KCG, Inc. DBA Rew Materials
- 16 PO Box 20506
- 17 Phoenix, AZ 85036

- 18 American Fire Equipment Sales & Service
- 19 Attn: Mary Burns
- 20 3107 W. Virginia Ave
- 21 Phoenix, AZ 85009-1504

- 22 Progressive Services, Inc. dba
- 23 Progressive Roofing
- 24 23 N. 35th Ave
- 25 Phoenix, AZ 85009
- 26 c/o Van Rylin Associates, Inc (Limited Agent)
- 27 PO Box 36953
- 28 Tucson, AZ 85740

- 29 Old World Tile and Marble Co., Inc.
- 30 8020 E. Gelding Drive, Ste. 101
- 31 Scottsdale, AZ 85260

- 32 c/o Jennings Haug & Cunningham, LLP
- 33 Attn: James L. Csontos
- 34 2800 N. Central Ave., Suite 1800
- 35 Phoenix, AZ 85004
- 36 Attorneys for Old World Tile and Marble Co., Inc.

- 37 RCS Equipment Rental, Inc.
- 38 215 East Baseline Road
- 39 Gilbert, AZ 85233

- 40 ...

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1 Safeguard Security and Communications, Inc.
PO Box 5870
2 Scottsdale, AZ 85261-5870
16117 N. 76th St
3 Scottsdale, AZ 85260

4 American Contractor Supply
1158 West Southern Ave, Suite 102
5 Tempe, AZ 85282

6 By *Alicia Verdick*

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EXHIBIT 1
Agreement to Purchase Real Property

AGREEMENT TO PURCHASE REAL PROPERTY

THIS AGREEMENT TO PURCHASE REAL PROPERTY (the "Agreement") is made and entered into effective as of the 19th day of January, 2010 (the "Effective Date"), by and between ML SERVICING CO., INC. ("MLSC"), an Arizona corporation, as successor in interest to Mortgages Ltd., as to an undivided approximate 31% interest, and ML MANAGER LLC, an Arizona limited liability company as agent ("Agent") for those individual beneficiaries and Manager for the MP Fund beneficiaries ("Manager") (collectively, the "Beneficiaries") listed on Exhibit "A", attached hereto and incorporated herein by this reference, as to an undivided approximate 69% interest (collectively, "Seller"); and MSI WEST INVESTMENTS LLC, an Arizona limited liability company, and/or assignee, ("Buyer").

RECITALS

The following recitals are true and correct and set forth an integral part of this Agreement:

- A. MLSC was formed as the reorganized debtor of Mortgages Ltd., an Arizona corporation, pursuant to the Official Committee of Investors First Amended Plan of Reorganization dated March 12, 2009 in the Chapter 11 Proceedings in In re: Mortgages Ltd., Case No. 2:08-bk-07465-RJH which was confirmed by the United States Bankruptcy Court for the District of Arizona on May 20, 2009 (the "Confirmation Order").
- B. In accordance with the Confirmation Order, MLSC is the successor in interest to Mortgages Ltd's interest in the real property known as Chateaux on Central Condominium Complex, located at the southwest corner of Central Avenue and Palm Lane in Phoenix, Arizona, together with all equipment, building supplies and other personal property owned by Seller (the "Personal Property") associated with and located on or about such Real Estate (as defined hereinafter) (as same is more particularly described in Section 2 below).
- C. Pursuant to the Confirmation Order, the Agent was designated as successor agent to Mortgages Ltd. under certain agency agreements wherein the Agent was given a power of attorney to act for the Beneficiaries, including the power to sell the Property (as defined hereinafter), and the Agent is acting under this Agreement as the Agent of the Beneficiaries. Manager was also appointed as the manager for the MP Funds who are Beneficiaries.
- D. Buyer desires to purchase and Seller desires to sell to Buyer the Property (as defined hereinafter) upon the terms and conditions set forth herein.

COVENANTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. AGREEMENT. The purchase and sale contemplated by this Agreement shall be consummated through an escrow (“Escrow”) established at The Talon Group, a division of First American Title Company (the “Escrow Agent”), 3200 E. Camelback Road, Suite 200, Phoenix, Arizona 85016, Attention: Carol M. Rieger, Branch Manager. The phrase “Opening of Escrow” as used herein refers to and means the date upon which the Escrow Agent has in its possession this Agreement fully executed by Seller and Buyer. Upon the Opening of Escrow, this Agreement will constitute a binding and effective agreement of Seller to sell, convey and deliver the Property (as defined hereinafter) to Buyer and will constitute a binding and effective agreement of Buyer to purchase and accept the Property (as defined hereinafter) from Seller, upon the terms, for the price and subject to the conditions set forth in this Agreement.

2. PROPERTY. The real property that forms the subject matter of this Agreement is that certain property known as Chateaux on Central Condominium Complex, a 21 residential unit, gated, brownstone style, luxury single family home community, located at the southwest corner of North Central Avenue and West Palm Lane, in Phoenix, Arizona, 85003, which is identified by the tax parcel numbers listed below, and legally described in Exhibit “B” attached hereto and incorporated herein by this reference (collectively, the “Real Estate”):

1. 118-51-120
2. 118-51-121
3. 118-51-122
4. 118-51-123
5. 118-51-124
6. 118-51-125
7. 118-51-126
8. 118-51-127
9. 118-51-128
10. 118-51-129
11. 118-51-130
12. 118-51-131
13. 118-51-132
14. 118-51-133
15. 118-51-134
16. 118-51-135
17. 118-51-136
18. 118-51-137
19. 118-51-138
20. 118-51-139
21. 118-51-140
22. 118-51-141
23. 118-51-142

The term “Property” as used herein refers to and means the Real Estate together with:
(a) all improvements, appurtenances, hereditaments, easements, and rights-of-way relating thereto; (b) any and all materials, supplies, building supplies, equipment,

machinery, tools, fixtures (both temporary and permanent) and any and all other chattel of value on or about the property and owned by Seller; and (c) any other rights or privileges appurtenant thereto or used in connection with the beneficial use and enjoyment of the Real Estate as of the Effective Date, including any improvements thereon.

All items located within the Property and owned by Seller shall be included with the sale of the Property at no additional expense to Buyer, subject to the stipulation that any such items are transferred "AS IS/WHERE IS", with absolutely no representations or warranties, express or implied.

3. PURCHASE PRICE. The purchase price to be paid by Buyer for the Property shall be Seven Million Dollars (\$7,000,000.00) (the "Purchase Price"). The Purchase Price shall be payable as follows:
 - A. Buyer shall pay and Seller acknowledges receipt of the earnest money deposit in the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Earnest Money"). All interest earned on the Earnest Money, if any, will accrue for the benefit of Seller. Provided Buyer does not terminate this Agreement on or before the deadline set for in Section 8, or the Court does not enter the Order (as defined hereinafter), the Earnest Money shall immediately become non-refundable and shall be forfeited to Seller if Buyer breaches this Agreement. Escrow Agent is instructed to credit Buyer with payment of the Earnest Money against the Purchase Price.
 - B. The balance of the Purchase Price shall be paid by Buyer in cash, certified check or by wire transfer into Escrow as of the date of Closing (as defined hereinafter).
4. MOTION TO OBTAIN COURT ORDER APPROVING SALE. Seller shall file a Motion with the United States Bankruptcy Court for the District of Arizona (the "Court") in Case No. 2-08-bk-07465-RJH, within five (5) business days after Buyer pays the Earnest Money to Seller, requesting the Court approve the transaction as set forth in this Agreement and waiving, pursuant to Section 1146(a) of the federal Bankruptcy Code, 11 U.S.C. §1146(a), all mortgage recording tax, stamp tax, real estate transfer tax, speculative builder, transaction privilege or other similar tax imposed by federal, state or local law. Closing shall be conditioned upon Seller obtaining an "Order" from said Court authorizing Seller's sale of the Property to Buyer, free and clear of all liens and encumbrances, with any liens or encumbrances to attach to the proceeds from this sale.
5. CLOSING DATE. Subject to all of the provisions of this Agreement, the closing of the purchase and sale transaction contemplated by this Agreement (the "Closing") shall take place at the offices of the Escrow Agent no later than ten (10) business days after receipt by Buyer from Seller of a copy of the signed Order authorizing the Seller's sale of the Property to Buyer, free and clear of all liens and encumbrances, with any liens and encumbrances to attach to the proceeds of such sale.
6. CLOSING INSTRUCTIONS. This Agreement shall be used as instructions to close the Escrow. If there are any inconsistencies between this Agreement and any written

instructions provided by the Escrow Agent, the terms of this Agreement shall prevail. The Escrow Agent employed by the parties to carry out the terms of this Agreement shall be the Escrow Agent referenced in Section 1 of this Agreement.

7. TAXES, ASSESSMENTS AND PRORATIONS AND CLOSING COSTS.

- A. Real Estate Taxes and Assessments. All non-delinquent general real estate taxes levied and assessed against the Property will be prorated between Buyer and Seller as of the date of Closing, whether or not then due, based upon the most current information available. All delinquent real estate taxes will be paid in full by Seller on or before the date of Closing, together with any interest, penalties, and redemption charges. Buyer shall assume and pay all non-delinquent general real estate taxes against the Property when they become due and payable. Seller agrees to comply with any IRS reporting requirements. The amount of any assessments, including any homeowner's association assessments, or any outstanding bills related to upkeep, maintenance, repair, management of Property, or any other assessments that were obligations prior to Closing shall be paid in full by the Seller on or before the date of Closing.
- B. Closing Costs. Costs of Closing and/or expenses incurred in connection with this transaction shall be paid as follows:
- i. each party shall pay its own attorneys' fees and costs;
 - ii. all filing, recording and service fees shall be paid by Buyer;
 - iii. all costs associated with acquiring a standard ALTA policy of title insurance shall be paid by Buyer; and
 - iv. all costs associated with acquiring an extended ALTA policy of title insurance in excess of the cost of a standard policy of title insurance and any endorsements requested by Buyer shall be paid by Buyer.

8. TITLE INSURANCE. Seller shall cause the Escrow Agent to issue a commitment for a standard ALTA policy of title insurance (the "Title Commitment"), together with legible copies of all documents supporting the recorded title exceptions affecting the Property, within ten (10) days of the Opening of Escrow. Buyer shall have ten (10) business days following Buyer's receipt of the Title Commitment (the "Review Period") within which to notify Seller in writing of any objections Buyer may have to any matters shown or referred to in the Title Commitment ("Notice of Disapproval"). If Buyer does not notify Seller in writing of any objections to any matters shown or referred to in the Title Commitment prior to the expiration of the Review Period, Buyer will be deemed to have approved the condition of title as shown by the Title Commitment. Any matters that are set forth in the Title Commitment and to which Buyer does not object within the Review Period or which are permitted exceptions under the terms of this Agreement shall be deemed to be permitted exceptions to the condition of the title to the Property (the "Permitted Exceptions"). With regard to any items to which Buyer does object in writing within the Review Period, Seller may attempt, but is not obligated, to cure

Buyer's objections within five (5) days of receipt of Buyer's Notice of Disapproval (the "Title Cure Period"). Failure of Seller to cure any of Buyer's objections within the Title Cure Period shall be deemed Seller's unwillingness to cure such objections. Buyer shall have five (5) days after the expiration of the Title Cure Period in which to either: (i) provide written notice to Seller declaring this Agreement terminated, in which event Buyer's Earnest Money will be promptly refunded to Buyer by Seller, and neither Seller nor Buyer will have any further liability or obligations under this Agreement, except as expressly provided herein; or (ii) waive its objection(s) and proceed to Closing. Failure of Buyer to give written notice declaring this Agreement terminated within five (5) days after the expiration of the Title Cure Period will be deemed an election by Buyer to proceed with the purchase of the Property in accordance with the terms hereof, and the condition of title as set forth in the Title Commitment will be deemed approved by the Buyer.

The same time periods shall apply in the event of any amendment(s) of the Title Commitment(s) as to any new matters set forth in each amendment.

9. REASONABLE ACCESS. Upon reasonable notice to Seller, Seller shall grant Buyer reasonable access to the Property from the Effective Date through the date of Closing to allow Buyer to conduct general inspections and complete the inventory of the Property and for evaluations of and planning for each individual residential unit and common areas ("Buyer Inspections"). Seller may designate an agent to accompany Buyer during any Buyer Inspections. Buyer agrees to restore the Property to its prior condition and to repair any damage caused by Buyer, or its agents or contractors, to the Property during any of the Buyer Inspections. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all liability, costs, claims, demands, damages, actions, causes of action, suits and expenses, (including, but not limited to, attorneys' fees and costs and disbursements of litigation), Seller shall ever suffer or incur arising out of or in any way related to the Buyer Inspections, including, without limitation, any act or omission of Buyer, or Buyer's agents, employees, or contractors, during any such Inspections. The indemnification obligations under this Paragraph 9 shall survive the Close of Escrow or termination of this Agreement.
10. REPRESENTATIONS OR WARRANTIES. Seller represents that the Property shall be sold free and clear of all liens and encumbrances. Seller further represents that it shall seek approval of this Agreement by the Court. Buyer acknowledges that it is purchasing the Property on an "As Is," "Where Is" basis, with all faults and deficiencies.
11. DISCLAIMER. Except as otherwise expressly set forth in this Agreement, Seller makes no guarantees, warranties or representations, express or implied, with respect to (a) the Property, (b) the condition of title, (c) suitability of the Property for any intended purpose, (d) the habitability of the Property, (e) size, location, physical condition, encroachments, access, availability of utilities, zoning, value, future value, income potential, productivity, adequacy of or quality of water supply or water rights with respect to the Property, (f) soils, geotechnical, flood plain or other conditions of or relating to the Property, (g) the environmental condition of the Property, including, without limitation, the presence or absence of asbestos, radon gas, formaldehyde, oil,

PCBs or any other hazardous or toxic wastes or materials, (h) the presence or absence of any endangered species or protected habitats on the Property, or (i) the presence or absence of any historical or archeological artifacts on the Property. No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges and agrees that no such person has made, any statement, representation, warranty, guarantee or promise, whether oral or written, except as set forth herein, and no such statement, representation, warranty, guarantee or promise made by any such person which is not contained in this Agreement shall be valid or binding upon Seller. By consummating this transaction, Buyer further represents and warrants that it will have relied solely on its own independent investigation and judgment in determining whether to purchase the Property.

12. BUYER'S AUTHORITY. Buyer warrants and represents that it is a duly organized and validly existing limited liability company formed and in good standing under the laws of the State of Arizona. The Buyer further warrants and represents that its entry into this Agreement and the performance by Buyer of its obligations hereunder have been duly and validly authorized by all necessary action(s), are in accordance with applicable law and are not in violation of Buyer's Articles of Organization or Operating Agreement. Buyer further warrants and represents that this Agreement and all additional documents delivered in connection herewith have been duly and validly executed and delivered by Buyer and constitute the legal, valid and binding obligations of Buyer.

13. BROKERS.

(A) Buyer's Broker. Buyer shall be solely responsible for paying any commission to the Buyer's broker ("Buyer's broker") upon Closing. Buyer's broker shall be paid according to a separate agreement between Buyer and Buyer's broker. Buyer covenants and agrees to indemnify, defend, and hold Seller harmless for, from and against any and all liability, costs, claims, demands, damages, actions, causes of action, suits and expense (including, but not limited to, attorneys' fees and costs and disbursements of litigation) Seller shall ever suffer or incur, arising out of or in any way related to any claim or action by any broker, agent or sales consultant, including, without limitation, any brokers claiming to have dealt with Buyer, whether or not meritorious, for any commission or other compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

(B) Seller's Broker. Seller shall be solely responsible for paying a commission to the Seller's broker ("Seller's broker"), if any, upon Closing if such broker's employment and fees have been approved by the Court. Seller's broker shall be paid according to a separate agreement between Seller and Seller's broker. Seller covenants and agrees to indemnify, defend, and hold Buyer harmless for, from and against any and all liability, costs, claims, demands, damages, actions, causes of action, suits and expense (including, but not limited to, attorneys' fees and costs and disbursements of litigation) Buyer shall ever suffer or incur, arising out of or in any way related to any claim or action by any broker, agent or sales consultant, including, without limitation, any brokers claiming to have dealt with Seller, whether or not meritorious, for any commission or other

compensation with respect to this Agreement or to the purchase and sale of the Property in accordance with this Agreement.

14. DELIVERY OF DEED, BILL OF SALE, PAYMENT, DISBURSEMENT OF PROCEEDS. At or before the Closing, Buyer agrees to deliver to the Escrow Agent by cash, certified check, or wire transfer sufficient funds to satisfy Buyer's obligations under this Agreement. Seller agrees that all Closing costs and any other sums required to be paid by Seller hereunder will be paid in full at Closing and may be deducted from the proceeds otherwise payable to Seller at Closing. At or before Closing, Seller agrees to properly execute and deliver to Escrow Agent a Special Warranty Deed, in the form attached hereto as Exhibit "C", evidencing the conveyance of the Property to Buyer, free and clear of all liens and encumbrances other than the Permitted Exceptions. Seller also agrees to properly execute and deliver to Escrow Agent, at or before Closing, a Bill of Sale, in the form attached hereto as Exhibit "D", evidencing the conveyance of the Personal Property to Buyer. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Special Warranty Deed or the instrument of conveyance, the Bill of Sale, and, if applicable, any related mortgage/deed of trust, have been recorded.
15. FOREIGN INVESTMENT. Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect, in substantially the form attached hereto as Exhibit "E", which shall contain Seller's tax identification number.
16. DEFAULT AND REMEDIES. If any party defaults in the performance of any obligation provided by this Agreement, the party claiming a default shall notify the other party in writing of the nature of the default, the time allotted for curing the default (as described below), and the non-defaulting party's election of the remedy to be exercised in the event the default is not timely cured or corrected in accordance with such notice. The time allotted for curing a default shall be ten (10) days after receipt of the notice of default provided in accordance with the notice provisions set forth in Section 18 below. The remedies are as follows:
 - A. Buyer Default: If the Buyer is in default and fails to effectuate a cure thereof within the 10-day period after receipt of notice thereof, the Seller may, by written notice to the Buyer and Escrow Agent, elect to: (i) terminate this Agreement, in which event the Earnest Money shall be forfeited by Buyer and retained by Seller as liquidated damages, and not as a penalty, and both parties thereafter shall be released from all obligations, except those obligations that expressly survive the termination of this Agreement, or (ii) waive the default and proceed to Closing. Buyer and Seller agree that the Earnest Money is a reasonable amount as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages and the uncertainty thereof.
 - B. Seller Default: If the Seller is in default and fails to effectuate a cure thereof within the 10-day period after receipt of notice thereof, the Buyer may: (i) by written notice to Seller and Escrow Agent, terminate this Agreement, in which

case the Earnest Money shall be returned to Buyer and both parties shall be released from all obligations, except those obligations that expressly survive the termination of this Agreement; or (ii) by written notice to Seller and Escrow Agent waive the default and proceed to Closing; or (iii) enforce this Agreement by specific performance by any legal means available by bringing an action or suit within sixty (60) days of the Seller's failure to cure the default or be forever barred from bringing an action or suit for specific performance. Buyer shall have no other rights or remedies otherwise available at law or in equity, including, without limitation, an action for any type of monetary damages.

17. ENTIRE AGREEMENT AND MANNER OF MODIFICATION. This Agreement and any attachments or addenda hereto constitute the complete agreement of the parties concerning the Property, supersede all other agreements and understandings between the parties, and is subject to no promise, warranty or representation not expressly set forth herein. This Agreement may be modified only by both parties initialing changes herein or by written agreement signed by both parties.

18. NOTICES. All notices, demands, agreements, consents, waivers, elections, approvals, requests, responses, and other communications required or permitted to be given hereunder shall be in writing and either: (i) personally delivered, or (ii) sent by telecopier, or (iii) delivered to a reputable courier service with no later than next-day delivery instructions, or (iv) mailed by United States certified mail, return receipt requested, posted prepaid, and addressed as follows:

If to Buyer: MSI West Investments LLC
 Attn: Mr. Dave Clark
 2416 Cedar Creek Lane
 Onalaska, WI 54650

Copy to: Coppersmith Schermer & Brockelman PLC
 Attn: Sam Coppersmith
 2800 North Central Avenue, Suite 1200
 Phoenix, AZ 85004-1009

If to Seller: ML Servicing Co., Inc.
 Attn: Kevin O'Halloran
 14050 N 83rd Ave. Suite 180
 Peoria, AZ 85381

Copy to: Myers & Jenkins, P.C.
 Attn: William Scott Jenkins
 One East Camelback Road, Suite 500
 Phoenix, AZ 85012

and: ML Manager LLC
Attn: Mark Winkleman
14050 N 83rd Ave. Suite 180
Peoria, AZ 85381

Copy to: Fennemore Craig, P.C.
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012
Attention: Cathy Reece

Any notice provided in accordance with the above provisions shall be deemed given and received upon (a) personal delivery, or (b) if given by telecopier, upon confirmed telecopier receipt, or (c) if delivered to a courier service, the next business day after delivery of the notice to the courier service, (d) if sent by mail, three (3) calendar days after deposit of the notice in the United States mail.

Any party or the Escrow Agent, by notice given under this Section 18, may hereafter give notice of such other reasonable place for receipt of such notices, demands, agreements, consents, waivers, elections, approvals, requests, responses, or other communications as may be desired from time to time.

19. SURVIVAL OF TERMS. Except as otherwise expressly provided herein, any representations and obligations made and accepted by the parties hereto shall survive the date of the Closing of this Agreement (including Buyer's obligations and liability as set forth above) for a period of six (6) months unless fully performed at or before Closing and shall not be deemed to have merged with any document executed or delivered at Closing unless specifically provided for therein.
20. RISK OF LOSS. If there is any loss or damage to the Property between the Effective Date of this Agreement and Closing, by reason of fire, theft, vandalism, flood, earthquake, or act of God, the risk of loss shall be on the Seller, provided, however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price, either Seller or Buyer may elect to terminate this Agreement by providing written notice to the other party and Escrow Agent within thirty (30) days of the terminating parties being put on notice of the loss or damage.
21. ARIZONA LAW. This Agreement was made, and is to be performed, in the State of Arizona, and shall be governed by and construed in accordance with Arizona law. Any suit to enforce this Agreement or to assert any right or remedy under this Agreement shall be brought only in a state or federal court located in Maricopa County, Arizona, which shall be the exclusive venue for, and which Courts shall have exclusive jurisdiction over any such action or suit.
22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS AGREEMENT.

23. FURTHER ASSURANCES. Each party, acting in good faith, upon request, shall execute such further or additional documents, and take such other actions, as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.
24. ASSIGNMENT. This Agreement and the rights and obligations hereunder may not be assigned by Buyer without the prior written consent of Seller; provided, however, that so long as no default by Buyer is then existing hereunder beyond any reasonable cure period, such consent of Seller shall not be required for an assignment of all of Buyer's rights and duties under this Agreement to a corporation, limited liability company or other entity controlled by or under common control with Buyer, provided, however, such assignment shall be made for the sole consideration of the assumption by such assignee of Buyer's rights and duties under this Agreement and the reimbursement by such assignee of the Earnest Money to Buyer, as assignor, and further provided that in the event of any such assignment the Buyer shall remain personally liable for any breach of this Agreement by assignee and/or the Assignment Agreement, which shall, among other things, provide for the assumption by assignee of all duties and obligations of Buyer hereunder and the assignment of Earnest Money to such assignee, a copy of which shall be provided to Seller at least five (5) days prior to Closing. Should Seller assign this Agreement, Seller, as assignor, shall remain liable hereunder for any breach or default of the assignee and the duties and obligations of the Seller.
25. DISPUTE RESOLUTION. In the event that there shall be a dispute among the parties arising out of or relating to this Agreement that does not constitute a default hereunder, the parties agree that such dispute among the parties shall be submitted to the Court for resolution.
26. COUNTERPARTS. This Agreement may be signed by the parties in counterparts and via facsimile signatures, each of which shall be deemed an original, but all of which, shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page.
27. COMPLETE EXECUTION. This Agreement will not be binding on any party until it is executed by all Parties.
28. ELECTRONIC SIGNATURES. The signature of a party on a faxed or electronically transmitted document shall be considered, for all purposes, an original signature, and the delivery of a document by fax or electronic transmission will have the same effect as delivery of the original document.
29. CAPTIONS. Captions and section headings used in this Agreement are for convenience only, are not a part of this Agreement, and do not limit or alter any of its provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the dates and at the times indicated below their respective signatures.

Date: 1-19-2010 Time: _____

BUYER:
MSI West Investments LLC, an Arizona
limited liability company

By: 
Dave Clark
Title: CEO

Date: _____ Time: _____

SELLER:
ML Servicing Co., Inc., an Arizona
corporation

By: _____
Kevin T. O'Halloran
Title: Chief Executive Officer

Date: _____ Time: _____

ML Manager LLC, an Arizona limited
liability company, as Agent for and Manager
for those Beneficiaries listed on Exhibit "A"

By: _____
Mark Winkleman
Title: Chief Operating Officer

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the dates and at the times indicated below their respective signatures.

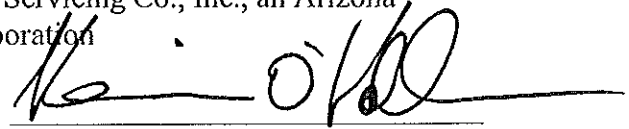
Date: _____ Time: _____

BUYER:
MSI West Investments LLC, an Arizona
limited liability company

By: _____
Dave Clark
Title: CEO

Date: 1/28/10 Time: _____

SELLER:
ML Servicing Co., Inc., an Arizona
corporation

By: 
Kevin T. O'Halloran
Title: Chief Executive Officer

Date: _____ Time: _____

ML Manager LLC, an Arizona limited
liability company, as Agent for and Manager
for those Beneficiaries listed on Exhibit "A"

By: _____
Mark Winkleman
Title: Chief Operating Officer

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement on the dates and at the times indicated below their respective signatures.

Date: _____ Time: _____

BUYER:
MSI West Investments LLC, an Arizona
limited liability company

By: _____
Dave Clark
Title: CEO

Date: _____ Time: _____

SELLER:
ML Servicing Co., Inc., an Arizona
corporation

By: _____
Kevin T. O'Halloran
Title: Chief Executive Officer

Date: 1/29/10 Time: _____

ML Manager LLC, an Arizona limited
liability company, as Agent for and Manager
for those Beneficiaries listed on Exhibit "A"

By: _____
Mark Winkleman
Title: Chief Operating Officer

EXHIBIT "A"

Beneficiaries

Robert M. Adams, Trustee, Schedule B Property, under the R and C Adams Family Trust dated December 27, 1994

MP122009 L.L.C., an Arizona limited liability company

MP062011 L.L.C., an Arizona limited liability company

MP122030 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP 12 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP13 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP14 L.L.C., an Arizona Limited Liability company

Mortgages Ltd. Opportunity Fund MP15 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP16 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP17 L.L.C., an Arizona limited liability company

Dorothy Jeanne Davis, Trustee of The Dorothy Jeanne Davis Revocable Trust dated July 27, 2004, and any amendments thereto

Jerry S. Feigen, a single man

EXHIBIT "B"

Legal description of Property

The property commonly known as Chateaux On Central, and more particularly described as follows:

Lots 1 through 21, inclusive and Tracts A and B, inclusive, of Chateaux On Central, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded Book 722 of Maps, Page 32;

EXCEPT a portion of Lot 2, of Central Park Square Subdivision, recorded in Book 259 of Maps, page 42, located in the Southwest Quarter of Section 32, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as disclosed in Warranty Deed conveyed to the City of Phoenix in 2005-1563835, more particularly described as follows:

COMMENCING at the intersection of Central Avenue and Palm Lane;

THENCE North 00 degrees 10 minutes 49 seconds East, along the centerline of said Central Avenue, a distance of 79.49 feet;

THENCE South 89 degrees 36 minutes 29 seconds West, a distance of 64.23 feet to the POINT OF BEGINNING;

THENCE continuing South 89 degrees 36 minutes 29 seconds West, a distance of 3.95 feet;

THENCE North 02 degrees 29 minutes 17 seconds West, a distance of 54.25 feet;

THENCE North 00 degrees 16 minutes 17 seconds East, a distance of 19.51 feet;

THENCE South 89 degrees 13 minutes 24 seconds East a distance of 6.56 feet;

THENCE South 00 degrees 16 minutes 17 seconds West a distance of 73.59 feet to the POINT OF BEGINNING.

EXHIBIT "C"

Special Warranty Deed

When Recorded, Return To:
MSI West Investments, LLC
Attn: Dave Clark
2416 Cedar Creek Lane
Onalaska, WI 54650

SPECIAL WARRANTY DEED

For the consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, ML SERVICING CO., INC, an Arizona corporation, as successor in interest to Mortgages Ltd., as to an undivided ___% interest, and ML MANAGER LLC, an Arizona limited liability company, as Agent for and Manager for those beneficiaries ("Beneficiaries") listed on Exhibit "B", attached hereto and incorporated herein by this reference, as to an undivided ___% interest, (collectively "Grantor"), does hereby grant and convey to MSI WEST INVESTMENTS LLC, an Arizona limited liability company ("Grantee"), the following real property situated in Maricopa County, Arizona, together with all rights and privileges appurtenant thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
BY THIS REFERENCE (the "Property").

The Property is conveyed subject to all general and special real property taxes and other assessments, reservations in patents, water rights, rights of way, covenants, conditions and restrictions, reservations and declarations, as may appear of record, any and all conditions, easements, encroachments, rights of way or restrictions which a physical inspection or accurate ALTA survey of the Property would reveal, any matters arising in connection with any action of the Grantee or its employees, contractors, agents or representatives, and the applicable municipal, county, state or federal zoning and use regulations affecting the Property.

The Grantor hereby binds itself and its successors to warrant and defend the title against Grantor's acts and none other, subject to the matters set forth above.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of this ____ day of _____, 2010.

GRANTOR

ML Servicing Co., Inc.,
an Arizona corporation

By: _____
Kevin T. O'Halloran
Title: Chief Executive Officer

ML Manager LLC,
an Arizona limited liability company, as Agent for
and Manager for those Beneficiaries listed on
Exhibit "B"

By: _____
Mark Winkleman
Title: Chief Operating Officer

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Kevin T. O'Halloran, the Chief Executive Officer of ML Servicing Co., Inc., an Arizona corporation, on behalf of the Corporation.

My Commission Expires: _____
Notary Public

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Mark Winkleman, the Chief Operating Officer of ML Manager, LLC, an Arizona limited liability company, on behalf of the Company and as Agent for and Manager for the Beneficiaries listed on Exhibit "B" attached hereto.

My Commission Expires: _____
Notary Public

EXHIBIT "A"
TO THE SPECIAL WARRANTY DEED

Legal Description of the Property

The property commonly known as Chateaux on Central, and more particularly described as follows:

Lots 1 through 21, inclusive and Tracts A and B, inclusive, of Chateaux On Central, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded Book 722 of maps, Page 32;

EXCEPT a portion of Lot 2, of Central Park Square Subdivision, recorded in Book 259 of Maps, page 42, located in the Southwest Quarter of Section 32, Township 2 North, Range 3 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as disclosed in Warranty Deed conveyed to the City of Phoenix in 2005-1563835, more particularly described as follows:

COMMENCING at the intersection of Central Avenue and Palm Lane;

THENCE North 00 degrees 10 minutes 49 seconds East, along the centerline of said Central Avenue, a distance of 79.49 feet;

THENCE South 89 degrees 36 minutes 29 seconds West, a distance of 64.23 feet to the POINT OF BEGINNING;

THENCE continuing South 89 degrees 36 minutes 29 seconds West, a distance of 3.95 feet;

THENCE North 02 degrees 29 minutes 17 seconds West, a distance of 54.25 feet;

THENCE North 00 degrees 16 minutes 17 seconds East, a distance of 19.51 feet;

THENCE South 89 degrees 13 minutes 24 seconds East a distance of 6.56 feet;

THENCE South 00 degrees 16 minutes 17 seconds West a distance of 73.59 feet to the POINT OF BEGINNING.

EXHIBIT "B"
TO THE SPECIAL WARRANTY DEED

Beneficiaries

Robert M. Adams, Trustee, Schedule B Property, under the R and C Adams Family Trust dated December 27, 1994

MP122009 L.L.C., an Arizona limited liability company

MP062011 L.L.C., an Arizona limited liability company

MP122030 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP 12 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP13 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP14 L.L.C., an Arizona Limited Liability company

Mortgages Ltd. Opportunity Fund MP15 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP16 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP17 L.L.C., an Arizona limited liability company

Dorothy Jeanne Davis, Trustee of The Dorothy Jeanne Davis Revocable Trust dated July 27, 2004, and any amendments thereto

Jerry S. Feigen, a single man

EXHIBIT "D"

Bill of Sale

Bill of Sale

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged; ML SERVICING CO., INC., an Arizona corporation, as successor in interest to Mortgagers Ltd., as to an undivided ___% interest, and ML MANAGER LLC, an Arizona limited liability company, as Agent for and Manager for those beneficiaries, ("Beneficiaries"), listed on Exhibit "A" attached hereto and incorporated herein by this reference, as to an undivided ___% interest, (collectively, "Seller"), do hereby absolutely and unconditionally sell, transfer, convey and deliver to MSI WEST INVESTMENTS LLC, an Arizona limited liability company, ("Buyer"), all of Sellers' right, title and interest in and to the personal property (collectively "Personal Property") described on Exhibit "B" attached hereto.

Seller hereby covenants that Seller will, at any time and from time to time, upon written request therefore, execute and deliver to Buyer, or its successors, nominees and assigns, such documents as Buyer may reasonably request in order to further protect Buyer's right, title and interest in and to all of the Personal Property.

It is understood that the Personal Property is being sold to Buyer in its "As Is", "Where Is" condition, with all faults and deficiencies, and without any warranty or representation of any kind, express or implied.

This Bill of Sale is binding upon and inures to the benefit of the successors, assigns, personal representatives, heirs and devisees of Buyer and Seller.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale dated _____, 2010.

SELLER:

ML Servicing Co., Inc., an Arizona corporation

By: _____

Kevin T. O'Halloran

Title: Chief Executive Officer

ML Manager LLC, an Arizona limited liability company, as Agent for and Manager for those Beneficiaries listed on Exhibit "A"

By: _____

Mark Winkleman

Title: Chief Operating Officer

BUYER:

READ, APPROVED AND AGREED TO:

MSI WEST INVESTMENTS LLC
an Arizona limited liability company

By: _____

EXHIBIT "A"
TO BILL OF SALE

Beneficiaries

Robert M. Adams, Trustee, Schedule B Property, under the R and C Adams Family Trust dated December 27, 1994

MP122009 L.L.C., an Arizona limited liability company

MP062011 L.L.C., an Arizona limited liability company

MP122030 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP 12 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP13 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP14 L.L.C., an Arizona Limited Liability company

Mortgages Ltd. Opportunity Fund MP15 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP16 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP17 L.L.C., an Arizona limited liability company

Dorothy Jeanne Davis, Trustee of The Dorothy Jeanne Davis Revocable Trust dated July 27, 2004, and any amendments thereto

Jerry S. Feigen, a single man

**EXHIBIT "B"
TO BILL OF SALE**

Personal Property

JENNIFER MCCALLUM REFERRED TO SPREADSHEET LIST OF PEROPERTY TO ATTACH. CALLED HER BUT HAVE NOT HEARD BACK YET.

All equipment, building supplies and the like associated with the property per all relevant loan documents;

All construction materials as described in the attached Excel spreadsheet; and

Further including (a) all improvements, appurtenances, hereditaments, easements, rights-of-way; (b) any and all materials, supplies, building supplies, machinery, tools, fixtures (both temporary and permanent) and any and all other chattel of value on or about the property; and (c) any other rights or privileges appurtenant thereto or used in connection with the beneficial use and enjoyment of the Real Estate as described above or further described below:

EXHIBIT "E"

Form of Affidavit of Non-Foreign Status

AFFIDAVIT OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended, (the "Code"), provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. This is to inform MSI WEST INVESTMENTS LLC, an Arizona limited liability company, (the "Transferee"), that withholding of taxes is not required upon the disposition of a U.S. real property interest by ML SERVICING CO., INC., an Arizona corporation, as successor in interest to Mortgages Ltd., and by ML MANAGER LLC, an Arizona limited liability company ("ML Manager"), as Agent for and Manager for those beneficiaries ("Beneficiaries") listed on Exhibit "A" attached hereto and incorporated herein by this reference, (collectively, the "Transferors"). The undersigned Transferors hereby warrant, represent and certify the following:

1. Kevin T. O'Halloran is the duly qualified and acting Chief Executive Officer of ML Servicing Co., Inc., the successor in interest of Mortgages Ltd.

2. Mark Winkleman is the duly qualified and acting Chief Operating Officer of ML Manager. Pursuant to the Order dated May 20, 2009 ("Confirmation Order") confirming the Investors' Committee's First Amended Plan of Reorganization in the Chapter 11 Bankruptcy Proceedings *In re Mortgages Ltd.*, Case No. 2:08-bk-07465-RJH, in the United States Bankruptcy Court for the District of Arizona, ML Manager was designated as the Manager for the MP Funds, wherein the ML Manager has the power to act as the Manager for the MP Funds pursuant to their respective Operating Agreements. Also pursuant to the Confirmation Order, and the assignment and transfer of certain agency agreements to ML Manager, ML Manager was designated as the Agent for the individual Beneficiaries in connection with the sale of certain real property, including the subject property.

3. The Transferors are not foreign corporations, foreign partnerships, foreign trusts or foreign estates (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

4. The Transferors' U.S. employer identification numbers and addresses are as follows:

ML Servicing Co., Inc. – _____
14050 N 83rd Ave., Suite 180, Peoria, Arizona 85381

ML Manager LLC – _____
14050 N 83rd Ave., Suite 180, Peoria, Arizona 85381

The Transferors understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, the undersigned declare that the undersigned have examined this certification and to the best of their respective knowledge and belief, it is true, correct and

complete, and they further respectively declare that each has authority to sign this document on behalf of their respective transferring parties.

DATED as of this ____ day of _____, 2010.

ML Servicing Co., Inc.,
an Arizona corporation

By: _____
Kevin T. O'Halloran
Title: Chief Executive Officer

ML Manager LLC,
an Arizona limited liability company, as Agent for
and Manager for those Beneficiaries listed on
Exhibit "A"

By: _____
Mark Winkleman
Title: Chief Operating Officer

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Kevin T. O'Halloran, the Chief Executive Officer of ML Servicing Co., Inc., an Arizona corporation, on behalf of the Corporation.

My Commission Expires:

Notary Public

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Mark Winkleman, the Chief Operating Officer of ML Manager, LLC, an Arizona limited liability company, on behalf of the Company and as Agent for and Manager for the Beneficiaries listed on Exhibit "A" attached hereto.

My Commission Expires:

Notary Public

EXHIBIT "A"
TO THE AFFIDAVIT OF NON-FOREIGN STATUS

Beneficiaries

Robert M. Adams, Trustee, Schedule B Property, under the R and C Adams Family Trust dated December 27, 1994

MP122009 L.L.C., an Arizona limited liability company

MP062011 L.L.C., an Arizona limited liability company

MP122030 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP 12 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP13 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP14 L.L.C., an Arizona Limited Liability company

Mortgages Ltd. Opportunity Fund MP15 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP16 L.L.C., an Arizona limited liability company

Mortgages Ltd. Opportunity Fund MP17 L.L.C., an Arizona limited liability company

Dorothy Jeanne Davis, Trustee of The Dorothy Jeanne Davis Revocable Trust dated July 27, 2004, and any amendments thereto

Jerry S. Feigen, a single man

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EXHIBIT 2

Bidding Procedures

In order to be eligible to submit a competing bid at the hearing, a prospective purchaser must comply with the following bidding procedures.

1. Any prospective purchaser with the intent to timely submit a bid that is higher and better than the existing Purchase Price and that wishes to conduct reasonable due diligence in connection with the purchase of the Chateaux Property may be granted access to the property by the Liquidating Trustee and/or ML Manager to enable such prospective purchaser to evaluate the Chateaux Property for the purpose of submitting a competing offer.
2. At least two (2) business days prior to the hearing, the prospective purchaser must provide to the Liquidating Trustee and ML Manager reasonably sufficient proof of financial ability to close the transaction as proposed in the competing bid.
3. At least two (2) business days prior to the hearing, the prospective purchaser must deposit earnest money in an amount equal to \$500,000.00, payable in certified funds, with the Liquidating Trustee. Such funds will be fully refundable in the event such prospective purchaser is not the successful bidder.
4. At least two (2) business days prior to the hearing, the prospective purchaser must provide to the Liquidating Trustee and ML Manager its proposed purchase contract in the form of the Purchase Contract attached hereto as Exhibit 1, subject to any proposed red-lined revisions which are acceptable to the Liquidating Trust and ML Manager in the exercise of their business judgment, but such contract shall be subject to the following conditions:
 - a. Any proposed purchase contract shall be upon terms no less favorable than the terms and conditions of the existing Purchase Agreement, as determined in the business

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judgment of the Liquidating Trustee and ML Manager. Any bid, at a minimum, must be an all cash offer, for the purchase of the Chateaux Property in its “AS IS, WHERE IS” condition, with no representations or warranties by the Seller.

b. Such proposed purchase contract shall not provide for any contingencies of any kind, including, but not limited to, due diligence, financing or regulatory contingencies, provided that the bid may be subject to the satisfaction of specific conditions in all material respects at closing which are not greater than those in the current Purchase Agreement.

c. The proposed contract must provide for closing the transaction within ten (10) business days after entry of an Order approving the sale.

5. At or prior to the hearing, the prospective purchaser must provide the Liquidating Trustee evidence of authorization and approval from any bidder’s board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the purchase transaction.

6. Any initial bid submitted for the purchase of the Chateaux Property must be at least \$100,000.00 above the current proposed Purchase Price of \$7,000,000.00. Any subsequent bids submitted must be in minimum increments of \$25,000.00 above the highest qualified bid previously submitted, or in such other incremental amounts as determined in the discretion of the Court.

7. Each prospective purchaser must state in its bid that the party consents to the jurisdiction of the Bankruptcy Court. The prevailing bid will be subject to approval by the Bankruptcy Court at the sale hearing.

Myers & Jenkins, P.C.

One East Camelback Road

Suite 500

Phoenix, Arizona 85012

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8. The Liquidating Trust and ML Manager expressly reserve the right to withdraw the Chateaux Property from any scheduled sale.