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6 IN THE UNITED STATES BANKRUPTCY COURT
7 FOR THE DISTRICT OF ARIZONA

8 In re
9 MORTGAGES LTD.,
10 Debtor.

Chapter 11

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

**NOTICE OF LODGING ORDER
APPROVING MOTION TO SELL REAL
PROPERTY**

**Real Property located in Pinal County, Arizona
consisting of approximately 1,675.57 acres
known as All State Pinal IX**

14 NOTICE IS HEREBY GIVEN that ML Manager has lodging the form of order
15 which is attached as Exhibit A approving the Sale Motion (Docket No. 3055) concerning
16 the above reference property.

17 DATED: February 15, 2011

18 FENNEMORE CRAIG, P.C.

19 By /s/ Cathy L. Reece
20 Cathy L. Reece
Keith L. Hendricks
21 Attorneys for ML Manager LLC

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Exhibit A

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

**ORDER APPROVING MOTION TO SELL
REAL PROPERTY FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS**

**Real Property located in Pinal County, AZ
known as All State Associates of Pinal IX**

**Hearing Date: February 14, 2011
Hearing Time: 10:00 a.m.**

16 ML Manager LLC ("ML Manager") filed a Motion ("Motion") (Docket No. 3055)
17 requesting that the Court enter an order authorizing ML Manager as the manager for ASA
18 IX Loan LLC and the agent for 7 non-transferring pass-through investors to sell
19 approximately 1,676.57 acres of real property located in Pinal County, AZ, known as All
20 State Associates of Pinal IX (the "Property") to Farm Sources International, LLC for the
21 price and on the terms set forth in the Agreement of Sale and Purchase and Escrow
22 Instructions ("Sale Agreement") which was filed with this Court. Among other things, the
23 Sale Agreement provides for the purchase of approximately 1,675.57 acres for
24 approximately \$4,188,925 by Farm Sources International, LLC ("Purchaser"). A notice to
25 creditors, interested parties and the 7 non-transferring pass-through investors of the
26 Motion and the hearing date was timely served. No objection was filed and no party

1 appeared at the hearing to object. The hearing was held on the Motion on February 14,
2 2011 at 10:00 a.m. in Phoenix and the Court at the conclusion of the hearing made
3 findings of fact and conclusions of law on the record.

4 Upon consideration of the Motion, the complete record in the case, and statements
5 and argument of counsel at the hearing; it appears to the Court that:

6 (a) This Court has jurisdiction over the issues presented in the Motion;

7 (b) The purchase price offered constitutes fair consideration for the Property;

8 (c) The Purchaser is a good faith purchaser;

9 (d) The investors in the ASA IX Loan LLC and the applicable MP Funds have
10 agreed by the applicable dollar vote to the sale terms;

11 (e) The ML Manager LLC has authority to enter into the Sale Agreement and to
12 sell the Property pursuant to the terms of the Sale Agreement and is authorized to proceed
13 with this sale and to execute all necessary documents to implement the sale;

14 (f) The liens, claims, encumbrances and interests if any shall attach to the
15 proceeds of the sale and the Property shall be transferred free and clear of all liens, claims,
16 encumbrances and interests of any kind;

17 (g) The decision to sell and enter into the Sale Agreement is supported by the
18 best exercise of business judgment of ML Manager and is consistent with ML manager's
19 fiduciary duties and responsibilities.

20 IT IS THEREFORE ORDERED THAT:

21 (1) The Motion is granted and approved as set forth in this Order.

22 (2) ML Manager, as the Manager of ASA IX Loan LLC and as Agent for the 7
23 pass-through investors, has authority to enter into the Sale Agreement and to consummate
24 the sale and is authorized to sell the Property pursuant to the terms of the Sale Agreement.
25 ML Manager is directed and authorized as the Manager and the Agent to execute any and
26 all documents needed to consummate the sale. Further, ML Manager is authorized to sell

1 less than all the acres for the same or higher price per acre if in the exercise of its business
2 judgment ML Manager believes that such decision is warranted.

3 (3) The sale and transfer of the Property to the Purchaser shall be free and clear
4 of all liens, claims, encumbrances and interests with such liens claims, encumbrances and
5 interests to attach to the proceeds.

6 (4) ML Manager is authorized to pay out of the sale proceeds all costs of sale,
7 including real property taxes, assessments, broker's fees, title insurance or other closing
8 costs and to pay out of the sale proceeds any liens or encumbrances on the Property owed
9 to the current exit lender pursuant to the Loan Agreement with the lender and create and
10 use any Permitted Reserves pursuant to the Loan Agreement.

11 (5) The Purchaser is a good faith purchaser for fair consideration of the
12 Property.

13 (6) The net sale proceeds attributable to the ownership percentage for the ASA
14 IX Loan LLC shall be transferred at closing to the ML Manager as the Manager for the
15 ASA IX Loan LLC and used and distributed pursuant its agreements, the Interborrower
16 Agreement and the Confirmation Order. The net sale proceeds attributable to the
17 ownership percentage for the non-transferring pass-through investors shall be transferred
18 at closing to ML Manager as their Agent and shall be used and distributed pursuant to this
19 Order, the applicable agency agreements, the Confirmation Order and the Allocation
20 Model which has been approved by the Court.

21 (7) Pursuant to Section 1146(a) of the Bankruptcy Code and Section 10.5 of the
22 confirmed Plan of Reorganization, any and all mortgage recording tax, stamp tax, real
23 estate transfer tax, speculative builder, transaction privilege or other similar tax imposed
24 by federal, state or local law are hereby waived.

25 DATED AND ORDERED AS STATED ABOVE.

26 2305572

Upload a Single Order

The new PDF document 369301.pdf was uploaded successfully on 2/14/2011 at 4:40 PM

Order Type: Post Hearing Orders

Case Number: 2:08-bk-07465-RJH

Case Name: Mortgages Ltd.

Related Document Number: 3055

Related Document Description: Motion to Approve Sale

Hearing Date: 2/14/2011

[Upload Single \(bk\)](#)