

1 Bruce D. Buckley  
2 P.O. 1009  
3 Carefree, Arizona 85377  
4 480-488-2672

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CLERK  
U.S. BANKRUPTCY  
DISTRICT OF ARIZONA

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

7  
8 In re:  
9 MORTGAGES LTD.,  
10  
11 an Arizona corporation,

12 Debtor.

13 ) In Proceedings Under Chapter 11  
14 ) Case No. 2:08-bk-07465-RJH  
15 ) SOTERIA, LLC, JOINDER IN  
16 ) **ROBERT FURST'S OBJECTION TO**  
17 ) **MOTION TO SELL REAL**  
18 ) **PROPERTY FREE AND CLEAR OF**  
19 ) **LIENS, CLAIMS, ENCUMBRANCES**  
20 ) **AND INTERESTS**  
21 ) **Real Property located at 902 N. Signal**  
22 ) **Butte Rd. in Maricopa County, Arizona**  
23 ) **known as Adobe Meadows**  
24 ) **Hearing Date: November 22, 2011**  
25 ) **Hearing Time: 10:00 A.M.**

26 Soteria, LLC, an Arizona limited liability company, as lawful transferee and successor in  
27 interest to Bruce Dennis Buckley and Alivia Virginia Buckley, trustees of the Bruce Dennis  
28 Buckley and Alivia Virginia Buckley Revocable Trust dated June 4, 1985, and amended  
December 7, 1994 (the Buckley Trust) hereby files its joinder in support of the Furst Pension  
Plan Objection to Motion to Sell Real Property Free and Clear of Liens, Claims,  
Encumbrances and Interests. Soteria is an interested party because it owns tenancy in

1 common in the subject property (the "VCB Property"). This Joinder is supported by the  
2 POINTS AND AUTHORITIES listed below:

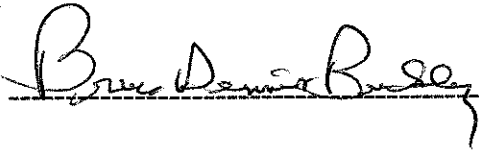
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4  
5 A) WITHHOLDING OF DISCRETION – The Bruce Dennis Buckley and Alivia Virginia  
6 Buckley Revocable Trust withheld discretion in the Existing Investor Agreement from  
7 Mortgages Ltd. (See Page six of Exhibit 2 attached) to act on our behalf in respect to  
8 interests to be acquired, acquired, or sold by the undersigned, including extending the terms  
9 of the loans, modifying the payment terms of loans, accepting prepayments on the loans,  
10 releasing a portion of the collateral securing the loan, and otherwise dealing loans on behalf  
11 of the Buckley Trust.  
12

13  
14 B) DISCRETION WITHHELD – The Buckley Trust also objected to the modification and  
15 release of collateral initiated by Mortgages Ltd. on the 44<sup>th</sup> & Camelback Loan, and  
16 demanded to entire investment returned in cash, or transferred back to the Hurst Loan. Scott  
17 Coles agreed to effect the transfer (See Exhibit 5 attached), as we had withheld our discretion  
18 in the Existing Investor Agreement as provided above.  
19

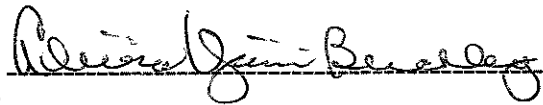
20  
21 Dated November 15 2011  
22

23  
24 SOTERIA, LLC, an Arizona Limited Liability Company

25 BY: BRUCE DENNIS BUCKLEY AND ALIVIA VIRGINIA BUCKLEY, trustees of The  
26 Bruce Dennis Buckley and Alivia Virginia Buckley Revocable Living Trust dated June 4,  
27 1985 and Amended December 7, 1994.  
28



Bruce Dennis Buckley as Trustee



Alivia Virginia Buckley as Trustee

It's Manager

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**EXHIBIT 2**

- MLD Signature
- CCO Signature
- Officer Signature

Buoy

U.

**MORTGAGES LTD.**  
**EXISTING INVESTOR ACCOUNT AGREEMENT**

1. **Programs Covered.** This Agreement relates to Pass-Through Loan Participations ("Participations") in loans originated or acquired by Mortgages Ltd. with respect to the Programs set forth below described in that certain Private Offering Memorandum dated July 10, 2006. The offering of Participations is being made through Mortgages Ltd. Securities, L.L.C. ("MLS").

The undersigned is participating in the Program or Programs set forth below:

- \_\_\_\_\_ Capital Opportunity<sup>SM</sup> Loan Program - minimum investment of \$50,000.
- \_\_\_\_\_ Annual Opportunity<sup>SM</sup> Loan Program - minimum investment of \$100,000.
- \_\_\_\_\_ Opportunity Plus<sup>SM</sup> Loan Program - minimum investment of \$100,000.
- \_\_\_\_\_ Revolving Opportunity<sup>SM</sup> Loan Program - minimum investment of \$500,000.
- \_\_\_\_\_ Performance-Plus<sup>SM</sup> Loan Program - minimum investment of \$500,000.

2. **Representations and Warranties.** By executing this Agreement, the undersigned:

(a) Represents and warrants that the Account Application and any other personal and financial information previously provided, provided herewith, or subsequently provided by the undersigned to Mortgages Ltd. or MLS was, is, or will be true and correct.

(b) Acknowledges that the undersigned has received, and is familiar with and understands the Private Offering Memorandum dated July 10, 2006 or an earlier private offering memorandum provided by Mortgages Ltd. and MLS (together the "Memorandum"), including the section captioned "Risk Factors."

(c) Acknowledges that the undersigned is fully familiar with Mortgages Ltd. and its business, affairs, and operating policies and has had access to any and all material information, including all documents, records, and books pertaining to Mortgages Ltd., that the undersigned deems necessary or appropriate to enable the undersigned to make an investment decision in connection with the purchase of Participations.

(d) Acknowledges that the undersigned has been encouraged to rely upon the advice of the undersigned's legal counsel, accountants, and other financial advisors with respect to the purchase of Participations, including the tax considerations with respect thereto.

(e) Represents and warrants that the undersigned, in determining to purchase Participations, has relied and will rely solely upon the Memorandum and the advice of the undersigned's legal counsel, accountants, and other financial advisors with respect to the purchase of Participations (including the tax aspects thereof) and has been offered the opportunity to ask such questions and inspect such documents as the undersigned has requested so as to understand more fully the nature of the investment and to verify the accuracy of the information supplied.

(f) Represents and warrants that the undersigned has the full power to execute, deliver, and perform this Agreement and that this Agreement is a legal and binding obligation of, and is enforceable against, the undersigned in accordance with its terms.

(g) Represents and warrants that the undersigned is an "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933, as amended (the "Securities Act") and satisfies one of the standards set forth in the Memorandum under the section captioned under "Who May Invest" and that the undersigned will inform Mortgages Ltd. and MLS of any change in such accredited investor status.

(h) Represents and warrants that the Participations owned by the undersigned have been, and any Participations acquired by the undersigned in the future will be, acquired for the undersigned's own account

without a view to public distribution or resale and that the undersigned with no contract, undertaking, agreement, or arrangement to sell or otherwise transfer or dispose of any Participations or any portion thereof to any other person.

(i) Represents and warrants that the undersigned (i) can bear the economic risk of the Participations, including the loss of the undersigned's investment and (ii) has such knowledge and experience in business and financial matters, including the analysis of or participation in private offerings and real estate investments, as to be capable of evaluating the merits and risks of an investment in Participations or that the undersigned is being advised by others (acknowledged by the undersigned as being the "Purchaser Representative(s)" of the undersigned) such that they and the undersigned together are capable of making such evaluation.

(j) Represents and warrants, if subject to the Employee Retirement Income Security Act ("ERISA"), that the undersigned is aware of and has taken into consideration the diversification requirements of Section 404(a)(3) of ERISA in determining to purchase Participations and that the undersigned has concluded that the purchase of Participations is prudent.

(k) Understands that the undersigned may be required to provide additional current financial and other information to Mortgages Ltd. and Mortgages Ltd. Securities, L.L.C. to enable them to determine whether the undersigned is qualified to purchase Participations.

(l) Understands that the Participations will not be registered under the Securities Act or the securities laws of any state or other jurisdiction and therefore will be subject to substantial restrictions on transfer.

(m) Agrees that the undersigned will not sell or otherwise transfer or dispose of any Participations or any portion thereof unless such Participations are registered under the Securities Act and any applicable state securities laws or the undersigned obtains an opinion of counsel that it is satisfactory to Mortgages Ltd. and MLS that such Participations may be sold in reliance on an exemption from such registration requirements.

(n) Understands that (i) there is no obligation or intention to register any Participations for resale or transfer under the Securities Act or any state securities laws or to take any action (including the filing of reports or the publication of information as required by Rule 144 under the Securities Act) that would make available any exemption from the registration requirements of any such laws, and (ii) the undersigned therefore may be precluded from selling or otherwise transferring or disposing of any Participations or any portion thereof for an indefinite period of time or at any particular time.

(o) Represents and warrants that neither Mortgages Ltd. or MLS nor anyone purportedly acting on behalf of either of them has made any representations or warranties respecting the Participations except those contained in the Memorandum nor has the undersigned relied on any representations or warranties in the belief that they were made on behalf of any of the foregoing, nor has the undersigned relied on the absence of any such representations or warranties in reaching the decision to purchase Participations.

(p) Represents and warrants that (i) if an individual, the undersigned is at least 21 years of age; (ii) the undersigned satisfies the suitability standards set forth in the Memorandum; (iii) the undersigned has adequate means of providing for the undersigned's current needs and contingencies; (iv) the undersigned has no need for liquidity in the undersigned's investments; (v) the undersigned maintains the undersigned's business or residence at the address provided to Mortgages Ltd. and MLS; (vi) all investments in and commitments to non-liquid investments including Participations currently owned are, and after any further acquisitions of Participations will be, reasonable in relation to the undersigned's net worth and current needs; and (vii) any financial information previously provided, provided herewith, or subsequently provided at the request of Mortgage Ltd. or MLS did, does, or will accurately reflect the undersigned's financial sophistication and condition with respect to which the undersigned does not anticipate any material adverse change.

(q) Understands that no federal or state agency, including the Securities and Exchange Commission or the securities commission or authorities of any state, has approved or disapproved the Participations,

passed upon or endorsed the merits of the offering of Participations, or made any finding or determination as to the fairness of the Participations for investment.

(r) Understands that the Participations are sold in reliance on specific exemptions from the registration requirements of federal and state laws and that Mortgages Ltd. and MLS are relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgements, and understandings of the undersigned in order to determine the suitability of the undersigned to acquire Participations.

(s) Represents, warrants, and agrees that, if the undersigned has acquired in the past or acquires in the future Participations in a fiduciary capacity (i) the above representations, warranties, agreements, acknowledgements, and understandings shall be deemed to have been made on behalf of the person or persons for whose benefit such Participations are being acquired, (ii) the name of such person or persons is indicated below under the subscriber's name, and (iii) such further information as Mortgages Ltd. and MLS deem appropriate shall be furnished regarding such person or persons.

(t) Represents and warrants that the information set forth herein, or contained in the undersigned's Account Application, is true and complete and agrees that Mortgages Ltd. and MLS may rely on the truth and accuracy of the information for purposes of assuring that Mortgages Ltd. and MLS may rely on the exemptions from the registration requirements of the Securities Act afforded by Section 4(2) of the Securities Act and Regulation D under the Securities Act and of any applicable state statutes or regulations, and further agrees that Mortgages Ltd. and MLS may present such information to such persons as it deems appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration under Section 4(2) of the Securities Act, Regulation D, or any state securities statutes or regulations or if the contents are relevant to any issue in any action, suit, or proceeding to which Mortgages Ltd. or MLS are a party or by which either of them may be bound.

(u) Understands and acknowledges that the Participations are subject to a number of important risks and uncertainties as set forth under the section captioned "Risk Factors" in the Memorandum, including significant competition; the risks generally incident to the development, ownership operation, and rental of real property; changes in national and local economic and market conditions; changes in the investment climate for real estate investments; the availability and cost of mortgage funds; the obligations to meet fixed and maturing obligations, if any; the availability and cost of necessary utilities and services; changes in real estate tax rates and other operating expenses; changes in governmental rules, fiscal policies, zoning, environmental controls, and other land use regulations; acts of God, which may result in uninsured losses; conditions in the real estate market; the availability and cost of real estate loans; and other factors beyond the control of Mortgages Ltd. The undersigned further understands and acknowledges that the Participations will also be subject to the risks associated with the development of real estate, including the cost of construction, the time it takes to complete such construction, worker strikes and other labor difficulties, energy shortages, material and labor shortages, inflation, adverse weather conditions, subcontractor defaults and delays, changes in federal, state, or local laws, ordinances, or regulations, and other unknown contingencies.

(v) Understands and acknowledges that the representations and warranties contained in this Agreement must remain true and correct at any time that the undersigned purchases any additional Participations and that the payment for any additional Participations will constitute such a reconfirmation of the truth and correctness of the representations and warranties contained in this Agreement.

(w) Understands and acknowledges that the success of any investment is impossible to predict and that no representations or warranties of any kind are made by Mortgages Ltd. or MLS or any of their affiliates with respect to the prospects of the investment or the ultimate rate of return on the Participations.

3. General Information. Purchaser Representative. Please check (a) or (b) below:

- (a)  The undersigned is not relying upon the advice of a Purchaser Representative, such as an attorney, accountant, or other advisor, in making a final investment decision to purchase Participations. The undersigned believes that the undersigned has sufficient knowledge and experience in financial and

business matters to be capable of evaluating the merits and risks of an investment in the Participations.

- (b) ( ) The undersigned does not have sufficient knowledge and experience in financial and business matters as required above. The undersigned intends to rely on and hereby designates as the undersigned's Purchaser Representative the individual(s) named below to assist the undersigned in evaluating the risks and merits of an investment in Participations. The undersigned authorizes Mortgages Ltd. to furnish such person with a Purchaser Representative Questionnaire requesting certain information regarding his or her expertise and background and the undersigned agrees to furnish such questionnaire to Mortgages Ltd.

Name of Purchaser Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

If item 3(b) is checked, each Purchaser Representative must complete a Purchaser Representative Questionnaire.

4. **Adoption of the Agency Agreement.** By executing this Subscription Agreement, the undersigned accepts and agrees to be bound by the Agency Agreement provided to the undersigned, which is an exhibit to the Memorandum. The undersigned further hereby irrevocably constitutes and appoints Mortgages Ltd., with full power of substitution, as the undersigned's true and lawful attorney and agent, with full power and authority in the undersigned's name, place, and stead, to make, execute, swear to, acknowledge, deliver, file, and record the following:

- (a) The Agency Agreement and amendments thereto;
- (b) Any Assignments of Beneficial Participation in Deeds of Trust, Promissory Note Endorsements, Assignments of Assignment of Deeds, Leases and Profits, and Assignments of Assignments of Rents that Mortgages Ltd. deems necessary and appropriate to effectuate the purposes of the Programs and the purchase of Participations.
- (c) All certificates, instruments, documents, and other papers and amendments thereto that may from time to time be required under the laws of the United States of America, the state of Arizona, any other state or jurisdiction, or required by any political subdivision or agency of any of the foregoing or otherwise, or which Mortgages Ltd. deems appropriate or necessary to carry on the objects and intent of the Programs and the purchase of Participations;
- (d) All conveyances and other instruments that Mortgages Ltd. deems appropriate to effect the transfer of Participations.
- (e) Unless authorization is withheld by so indicating below or in another written document to Mortgages Ltd. or M.L.S., the undersigned hereby authorizes Mortgages Ltd. to be named as the lender/payee/beneficiary as agent for the undersigned in the deed of trust or deeds of trust or mortgage or mortgages securing the Loan or Loans and other documentation relating to the Loans.

\_\_\_\_\_  
Authorization granted

Brian Dan Bala  
Authorization withheld  
Alicia Lizette Buckley



This power of attorney granted hereby shall be deemed to be a power coupled with an interest, shall survive the death, legal incapacity, bankruptcy, merger, sale, dissolution, termination, or other fundamental change of the undersigned, and shall survive the delivery of an assignment by the undersigned of all or any portion of the undersigned's Participations or any interest therein except that, when the assignee thereof has been approved by Mortgages Ltd. as a Participation holder, the power shall survive the delivery of such assignment with respect to the assigned interest only for the purpose of enabling Mortgages Ltd. to execute, acknowledge, and file any instruments necessary to effect such substitution.

5. **Authorization to Purchase Following Verbal Instructions.** The undersigned hereby authorizes Mortgages Ltd. Securities, L.L.C., as the undersigned's agent, to accept the undersigned's oral instructions (a) to purchase Participations in Loans secured by deeds of trust or mortgages on the properties underlying the Loans so long as the Participations are within the parameters described in the Memorandum and (b) to apply payoff proceeds of Participations to purchase Participations in other Loans within the parameters described in the Memorandum or to forward the cash proceeds thereof to the undersigned. By executing this Agreement, the undersigned also acknowledges and confirms the following:

(a) The undersigned understands and acknowledges that Mortgages Ltd. will have the authority, based upon the undersigned's oral instructions, to make various determinations and take various actions with Loans with respect to the Participations currently owned or owned in the future by the undersigned, including extending the terms of the Loans, modifying the payment terms of the Loans, accepting prepayments on the Loans, releasing a portion of the collateral securing the Loans, and otherwise dealing with the Loans on behalf of the undersigned.

(b) To the extent that the undersigned requests with respect to a Loan, the undersigned understands that the undersigned will have the opportunity to (i) review the Property Information Sheet for the Loan, which describes material information about the Loan and the deed of trust or mortgage securing the Loan, (ii) to review Mortgage Ltd.'s entire loan file with respect to the Loan, which contains information and documentation concerning the Loan, the real property underlying the Loan, and the Borrower under the Loan; (iii) to ask any questions the undersigned has about the Loan and such documentation; and (iv) the undersigned will receive answers to any questions that the undersigned may have.

To the extent that a representative of Mortgages Ltd. Securities, L.L.C. is unable to contact the undersigned following the payoff of a Loan with respect to which the undersigned owns Participations, the undersigned authorizes Mortgages Ltd. Securities, L.L.C. to apply such proceeds to the Capital Opportunity Loan Program for its minimum investment period pending oral instructions from the undersigned for the application of such proceeds after such minimum period.

6. **Grant of Discretion.** Until revoked at any time in writing, the undersigned hereby grants discretion to Mortgages Ltd. in its sole discretion, to select for purchase and sale the Loan or Loans with respect to which the undersigned acquires Participations. Without limiting the foregoing, the undersigned understands that this grant of discretion will give Mortgages Ltd. the authority, in its sole discretion, to make various determinations and take various actions with Loans with respect to Participations to be acquired, acquired, or sold by the undersigned, including extending the terms of the Loans, modifying the payment terms of the Loans, accepting prepayments on the Loans, releasing a portion of the collateral securing the Loan, and otherwise dealing with the Loans on behalf of the undersigned.

Discretion granted

*Brian David Bueck*  
Discretion withheld  
*Brian David Bueck*

7. **Disclosure of Existing Power of Attorney.** Please indicate if the undersigned has granted a power of attorney with respect to Mortgages Ltd. investment products.

Yes  No

If yes, please attach a copy of the document.

2. **Miscellaneous.**

(a) **Choice of Law.** This Agreement and all questions relating to its validity, interpretation, performance, and enforcement, will be governed by and construed in accordance with the laws of the state of Arizona, notwithstanding any Arizona or other conflict-of-law provision to the contrary.

(b) **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, personal representatives, successors, and assigns of the parties hereto, except that the undersigned may not assign or transfer any rights or obligations under this Subscription Agreement without the prior written consent of the Mortgagee Ltd.

(c) **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as herein contained.

(d) **Dispute Resolution.**

(i) This section applies to any controversy or claim arising from, relating to, or in any way connected with this Agreement, the offering of Participations, the Loans, the Agency Agreement, or any other documents relating to the Loans.

(ii) In the event of any such controversy or claim, the parties shall use their best efforts to settle the controversy or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all such controversies or claims shall be submitted to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures.

(iii) In the event that mediation does not result in a resolution, any party that still wishes to pursue a controversy or claim shall first notify the other party in writing within 60 days after the mediation. Upon receipt of such notice, the receiving party shall elect, in its sole and absolute discretion, to compel the dispute either to court for litigation pursuant to this section or to arbitration pursuant to this section. The receiving party shall notify the other party of the election within 10 days after receipt of the notice.

(iv) In the event that the dispute is compelled to arbitration, the parties agree to submit the unresolved controversies or claims to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrators shall not award consequential damages. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The arbitrator shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other parties. The place of arbitration shall be Phoenix, Arizona.

(v) In the event that the dispute is compelled to court for litigation, the parties agree that the unresolved controversies or claims shall be determined in federal or state court sitting in the city of Phoenix, and they agree to waive the defense of inconvenient forum and any right to jury trial.

IN WITNESS WHEREOF, intending to irrevocably bind the undersigned and the heirs, personal representatives, successors, and assigns of the undersigned and to be bound by this Agreement, the undersigned is executing this Agreement on the date indicated.

Dated: Jan 30, 2008

For Mortgage Ltd. Securities L.L.C use only  
[Signature]  
Signature of Managing Director  
[Signature]  
Signature of Investment Operations Manager

Name in which Individual Investment is to Be Registered:

Print Name of Individual Investor:

Bruce Dennis Buckley

Signature of Individual Investor:

[Signature]

Print Name of Individual Co-Investor:

ALIVIA VIRGINIA BUCKLEY

Signature of Individual Co-Investor:

[Signature]

Name of corporate, partnership, limited liability company, trust, qualified pension, profit sharing, stock/Keogh, or 401k Plan Investor:

By: \_\_\_\_\_  
(Name of first executing party)

By: \_\_\_\_\_  
(Signature of first executing party)

Its: \_\_\_\_\_  
By: \_\_\_\_\_  
(Name of second executing party)

By: \_\_\_\_\_  
(Signature of second executing party)

Its: \_\_\_\_\_

ACCEPTED:  
MORTGAGES LTD.  
By: [Signature] P. Walter  
Investment Operations Manager  
Its: \_\_\_\_\_ Registered Principal

09/06/2006

**EXHIBIT 5**

---

**From:** "Robert Furst" <rfurst@mtgltd.com>  
**Date:** Friday, March 14, 2008 10:21 AM  
**To:** "Scott M Coles" <SColes@mtgltd.com>  
**Cc:** "André Caldwell" <acaldwell@mtgltd.com>  
**Subject:** 44th St. & Camelback—Bruce Buckley  
Hi Scott:

Bruce Buckley is not happy with the modification. He stated that he does not invest in second deeds of trust. Under the Existing Investor Account Agreement, Bruce did not grant Mortgages Ltd. the discretion to modify and/or extend loans, and he wants Mortgages Ltd. to return his \$125,287.66 investment to him. Please advise.

Thanks.



**Robert Furst**  
Senior Managing Director

rfurst@mtgltd.com  
P: 602.287.3070  
C: 602.377.3702  
F: 602.287.3076

**MortgagesLTD.SECURITIES**  
55 E Thomas Rd  
Phoenix AZ, 85012

[www.mtgltd.com](http://www.mtgltd.com)

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The above does not constitute an offer (or solicitation of an offer) to buy or sell any securities. Pass-Through Loan Participations or Opportunity Funds investments contain risks which an investor must evaluate, understand and be willing to bear. Past performance is not indicative of future results. You are advised to consult with appropriate investment, legal, tax and accounting professionals when determining if specific products would be suitable for you.

Unless indicated, the views expressed are the author's and may differ from those of Mortgages Limited Securities, L.L.C. You should not use e-mail to request, authorize or effect the purchase or sale of any security or instrument, to send transfer instructions, or to effect any other transactions. We cannot guarantee that any such requests received via e-mail will be processed in a timely manner.

This email and any attachments are confidential and may not be forwarded, copied or distributed beyond the named recipient(s) without prior permission of the sender. We do not waive confidentiality by mis-transmission. If you have received this email in error, please contact the sender. Thank you.

## Robert Furst

---

From: Scott M Coles  
Sent: Friday, March 14, 2008 11:31 AM  
To: Robert Furst  
Cc: Veronica Sas  
Subject: RE: 44th St. & Camelback—Bruce Buckley

He may repurchase the Hurst loan.

Sent with Wireless Sync from Verizon Wireless

----- Original Message -----

From: "Robert Furst" <rfurst@mtglt.com>  
Date: 3/14/08 11:21 am  
To: "Scott M Coles" <SColes@mtglt.com>  
Subj: RE: 44th St. & Camelback---Bruce Buckley Hi Scott:

I just spoke to Bruce Buckley once again. Apparently, Bruce originally invested in the Hurst loan, which was originated by our 401(k) Plan. When the Plan had excess cash, Mortgages Ltd. forced him to sell his interest in the Hurst loan to the Plan. He then reinvested these sales proceeds into the 44th St. & Camelback loan, which was a loan that he did not really want but it was the best available loan at the time (in his opinion). Bruce now feels that he was forced by Mortgages Ltd. to relinquish a good loan (Hurst) to our Plan for a bad one (44th St. & Camelback). As a result, he either wants to (1) repurchase his interest in the Hurst loan from our Plan, or (2) receive cash. Can he do either one?

Thanks . . . Bob Furst

-----Original Message-----

From: Scott M Coles  
Sent: Friday, March 14, 2008 10:45 AM  
To: Robert Furst  
Subject: RE: 44th St. & Camelback---Bruce Buckley

We are unable to return his investment and will offer to swap at this time. Welcome him to call me.

Sent with Wireless Sync from Verizon Wireless

----- Original Message -----

From: "Robert Furst" <rfurst@mtglt.com>  
Date: 3/14/08 10:22 am  
To: "Scott M Coles" <SColes@mtglt.com>  
Cc: "André Caldwell" <acaldwell@mtglt.com>  
Subj: 44th St. & Camelback---Bruce Buckley Hi Scott:

Bruce Buckley is not happy with the modification. He stated that he does not invest in second deeds of trust. Under the Existing Investor Account Agreement, Bruce did not grant Mortgages Ltd. the discretion to modify and/or extend loans, and he wants Mortgages Ltd. to return his \$125,287.66 investment to him. Please advise.

Thanks.

Robert Furst

Senior Managing Director

rfurst@mtgltd.com

P: 602.287.3070

C: 602.377.3702

F: 602.287.3076

MortgagesLTD.SECURITIES

55 E Thomas Rd

Phoenix AZ, 85012

www.mtgltd.com

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