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Bruce D. Buckley
P.O. Box 1009
Carefree, Arizona 85377
Telephone 480-488-2672
Email avbuckley@aol.com
Pro Per

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CLERK
U.S. BANKRUPTCY
DISTRICT OF ARIZONA

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:

MORTGAGES LTD.,

an Arizona corporation,

Debtor.

) In Proceedings Under Chapter 11

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

) **SOTERIA LLC'S OBJECTION TO**
) **MOTION TO SELL REAL**
) **PROPERTY FREE AND CLEAR OF**
) **LIENS, CLAIMS, ENCUMBRANCES**
) **AND INTERESTS**

) **Real Property located on the northeast**
) **corner of Main Street and 10th Street,**
) **Cottonwood, Arizona**

) **Hearing Date: February 28, 2012**
) **Hearing Time: 10:30 A.M.**

Soteria, LLC an Arizona limited liability Company, as lawful transferee and successor in interest to Bruce Dennis Buckley and Alivia Virginia Buckley, Trustees of the Bruce Dennis Buckley and Alivia Virginia Buckley Revocable Trust dated June 4, 1985, and amended December 7, 1994 (The Buckley Trust), as to an undivided 3.217% fee title interest in and to the real property referenced above, hereby objects to the Motion to Sell Real Property Free and Clear of Liens, Claims, Encumbrances and Interests (including the undivided tenancy in common interest owned by Soteria LLC) because ML Manager does have the legal authority

1 to bind The Buckley Trust or Soteria LLC as successor in interest in relation to the proposed
2 sale. ML Manager did not seek prior prior permission, instructions or authorization from
3 The Buckley Trust or Soteria LLC as successor in interest prior to entering into the proposed
4 sale of the Cottonwood property, as required under the Agency Agreement and the Existing
5 Investor Agreement. Therefore, ML Manager's motion for approval must be denied.
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9 MEMORANDUM OF POINTS AND AUTHORITIES

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11 A) TERMINATION OF AGENCY – On June 18, 2008, prior to Mortgages Ltd's Bankruptcy
12 Filing, The Buckley Family Trust wrote and delivered letters to Laura Martini, President, and
13 to Joseph Lee, Managing Director, advising Mortgages Ltd. that "it Had No Authority to act
14 on our behalf other than processing payments and payoffs as received and paying same to
15 The Buckley Trust. The purpose and intent of sending the letters was to terminate whatever
16 agency agreement may have been in effect at the time. Subsequently, additional letters of
17 termination were delivered to replacement management. (See Exhibit A attached).
18

19
20 The Master Agency Agreement provides that "Beneficiary may terminate this Agreement
21 after it becomes owner of the Trust Property by written notice to Agent and payment of the
22 fees, costs and expenses incurred by Agent as provided herein". Said written notice was given
23 by my attorney, Richard R. Thomas, May 12, 2010. (See Exhibit B attached)
24

25 B) BREACH OF FIDUCIARY DUTY – Mortgages Ltd. breached it's Fiduciary Duty
26 Through it's insolvency, intentionally changing form documents to provide authority and
27 discretion to the Debtor, ignoring the fact that some investors refused to grant the debtor
28

1 Authority, compromising the investors property, and expanding the Limited Powers of
2 Attorney to dispose of Investors assets to settle claims against itself. Under well established
3 law, such breaches and conflicts voids the agency relationship between Debtor and Investors.
4 This means that the Debtor, and its' successor, ML manager simply does not have the
5 authority (even if it was not terminated as set forth above, which it was), to use the investors'
6 property as consideration to eliminate claims against it. The authority of an Agent terminates
7 when the agent has notice of happening of an event, or of a change in circumstances, from
8 which he would reasonably infer that the principal does not consent if he knew the facts.
9

10
11 C) WITHHOLDING OF DISCRETION – The Buckley Trust WITHHELD DISCRETION in
12 the Existing Investor Agreement from Ltd. (see page 6 of Exhibit D attached) “to act on our
13 behalf in respect to interests to be acquired, or sold by the undersigned, including extending
14 the terms of loans, modifying the payment terms of loans, accepting prepayments on the
15 loans, releasing a portion of the collateral securing the loan, and otherwise dealing with the
16 loans on behalf of the undersigned”. The withholding of discretion verbage is literal and
17 cannot be interpreted in any other manner.
18
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21 Conclusion

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23 ML Manager does not have the authority or power to bind The Buckley Trust or Soteria LLC
24 as successor, to the proposed sale against its wishes. Soteria LLC, as a tenant in common, has
25 well-defined property rights in the Cottonwood property under Arizona law, and as successor
26 to The Buckley Trust urges the court to deny ML Manager's motion.
27

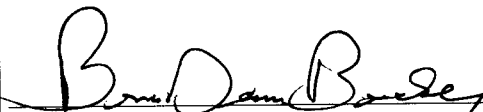
28 DATED: February 17, 2012

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DATED: February 17, 2012

SOTERIA LLC, an Arizona Limited Liability Company

BY: Bruce Dennis Buckley and Alivia Virginia Buckleuy, Trustees of the Bruce Dennis
Buckley and Alivia Virginia Buckley Revocable Trust dated June 4, 1985 and Amended
December 7, 1995, it's Manager.


Bruce Dennis Buckley as Trustee

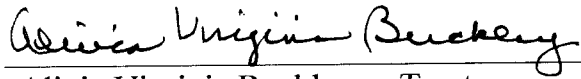

Alivia Virginia Buckley as Trustee

Exhibit A

June 18, 2008

Laura Martini
President
Mortgages Ltd.
4455 East Camelback Road
Phoenix, Arizona 85018

Via Fax 602-287-3076 & 602-287-3093

RE: BU09 - Bruce Dennis Buckley & Alivia Virginia Buckley Revocable Living Trust
BU11 - Equity Trust Company FBO Bruce D. Buckley IRA

Dear Ms. Martini,

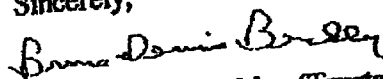
Since 1999 the above referenced entities have been purchasing Notes secured by First Deeds of Trust in full and fractional interests. In April of this year I was contacted by Sheila, of Mortgages Ltd., and advised that she was our new Managing Director, and would be our contact person with Mortgages Ltd. Sheila called a few weeks later and advised that Mortgages Ltd. would no longer accept new Deed of Trust purchases until they received fully executed copies of a "newly revised Investor Subscription Agreement".

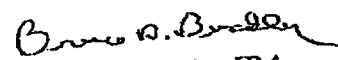
I had already advised Scott Coles, and my prior Managing Director, Bob Furst, the new Agreement would not be signed as it diminished our control over our investments. We had withheld our "Grant of Discretion" in the existing "Existing Investor Account Agreement".

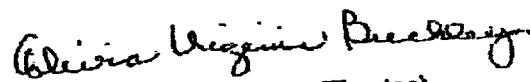
It is our understanding our association with Mortgages Ltd. is that of customer and Account Servicer only. Mortgages Ltd. does not have any authority to act on our behalf other than processing payments and payoffs as received, and paying same to the undersigned. Mortgages Ltd. shall not assign, transfer, extend, modify, reinvest, reallocate, or substitute in any manner whatsoever our Deed of Trust Investments without our knowledge and specific written consent.

Please respond via US Mail or e-mail by June 25, 2008

Sincerely,


Bruce Dennis Buckley (Trustee)


Bruce D. Buckley IRA


Alivia Virginia Buckley (Trustee)

June 18, 2008

Joe Lee
Managing Director
Mortgages Ltd.
4455 East Camelback Road
Phoenix, Arizona 85018

Via Fax 602-287-3076 & 602-287-3093

RE: BU09 - Bruce Dennis Buckley & Alivia Virginia Buckley Revocable Living Trust
BU11 - Equity Trust Company FBO Bruce D. Buckley IRA

Dear Joe,

Since 1999 the above referenced entities have been purchasing Notes secured by First Deeds of Trust in full and fractional interests. In April of this year I was contacted by Sheila, of Mortgages Ltd., and advised that she was our new Managing Director, and would be our contact person with Mortgages Ltd. Sheila called a few weeks later and advised that Mortgages Ltd. would no longer accept new Deed of Trust purchases until they received fully executed copies of a "newly revised Investor Subscription Agreement".

I had already advised Scott Coles, and my prior Managing Director, Bob Furst, the new Agreement would not be signed as it diminished our control over our investments. We had withheld our "Grant of Discretion" in the existing "Existing Investor Account Agreement".

It is our understanding our association with Mortgages Ltd. is that of customer and Account Servicer only. Mortgages Ltd. does not have any authority to act on our behalf other than processing payments and payoffs as received, and paying same to the undersigned. Mortgages Ltd. shall not assign, transfer, extend, modify, reinvest, reallocate, or substitute in any manner whatsoever our Deed of Trust Investments without our knowledge and specific written consent.

Please respond via US Mail or e-mail by June 25, 2008

Sincerely,

Bruce Dennis Buckley
Bruce Dennis Buckley (Trustee)

Alivia Virginia Buckley
Alivia Virginia Buckley (Trustee)

Bruce D. Buckley
Bruce D. Buckley IRA

6/23
I called w/
Joe Lee and
was advised
that the
agreement
was not
signed.

September 22, 2008

Mortgages Ltd.
Richard Feldheim
George Everette
Christopher Olson
Joe Lee
4455 East Camelback Road
Phoenix, Arizona 85018

Via UPS

RE: BU09 -- Bruce Dennis Buckley & Alivia Virginia Buckley Revocable Trust
BU11 -- Equity Trust Company FBO Bruce D. Buckley IRA

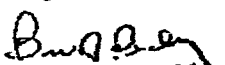
In response to your two letters dated September 18, 2008 please be advised our association with Mortgages Ltd. is that of Account Servicer only. Mortgages Ltd. does NOT have the authority to act on our behalf other than processing payments and payoffs as received, and paying same to our Trust and IRA. Further, Mortgages Ltd. shall not assign, transfer, extend, modify, reinvest, reallocate or substitute in any manner whatsoever our Deed of Trust Investments without our knowledge and SPECIFIC WRITTEN CONSENT.

Please refer to our "Existing Investor Account Agreements", as well as our letter to Laura Martini and Joe Lee dated June 18, 2008 and delivered Via UPS Friday, June 20, 2008.

I am sure you have a copy of my "Existing Investor Account Agreement" on file wherein the grant of discretion was WITHELD. I have enclosed copies of the letters dated June 18, 2008 in case Laura and Joe cannot locate their copies.

If you have any questions or comments please contact me.

Regards,


Bruce D. Buckley
P.O. Box 1009
Carefree, Arizona 85377
480-488-2672
bbuckley@cox.net


Bruce Dennis Buckley Trustee

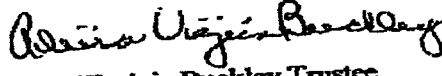

Alivia Virginia Buckley Trustee

Exhibit B

THOMAS SCHERN RICHARDSON, PLLC
ATTORNEYS AND COUNSELORS

The Stapley Center
1640 South Stapley Drive, Suite 205
Mesa, Arizona 85204

Phone 480.632.1929
Fax 480.632.1938
rthomas@thomas-schern.com

May 12, 2010

Ms. Cathy Reece
Fennemore Craig, P.C.
3003 North Central Avenue
Phoenix AZ 85012

Re: Termination of Agency Agreements re BU09 and BU11;
Bruce and Alivia Buckley in their individual capacities and as Trustees of the
Bruce Dennis Buckley and Alivia Virginia Buckley Revocable Living Trust dated
June 4, 1985 and amended December 7, 1994

Dear Cathy,

I represent Bruce and Alivia Buckley in their individual capacities and as Trustees of the Bruce Dennis Buckley and Alivia Virginia Buckley Revocable Living Trust dated June 4, 1985 and amended December 7, 1994. In their investor account agreements signed for the above-referenced accounts at Mortgages Ltd., my clients specifically withheld the grant of discretion to Mortgages Ltd. (See Exhibits 1 and 2 hereto) Effective March 10, 2005 and June 13, 2005, my clients also signed Master Agency Agreements. (See Exhibits 3 and 4 hereto). Subsequently, on June 18, 2008, and September 22, 2008, my clients wrote three letters to Mortgages, Ltd. (See Exhibits 5, 6 and 7 hereto). In these letters, my clients advised Mortgages Ltd. that "it had no authority to act on their behalf other than processing payments and payoffs as received, and paying same to the undersigned." My clients' purpose and intent in sending Mortgages Ltd. the three letters in 2008 was to terminate whatever agency agreement may have been in effect at the time.

Section 3(b) of the Master Agency Agreements attached as Exhibits 3 and 4 hereto specifically provide that "Beneficiary may terminate this Agreement after it becomes the owner of the Trust Property by written notice to Agent and payment of the fees, costs and

expenses incurred by Agent as provided herein.” As you know, the Buckleys did not transfer their Mortgages Ltd. interests into the new loan LLCs. Rather, they have retained their interest. Thus, in addition to the Buckley's affirming the termination of their alleged agency agreements in 2008, the last sentence of Section 3(b) of the Master Agency Agreement is most certainly now in effect. Even if the alleged agency agreement at issue existed and at one time was irrevocable because it was "coupled with an interest," the subsequent relationship established pursuant to the Plan left ML Manager without such an interest, rendering the alleged agency terminable at the will of the beneficiaries as a matter of law.

Therefore, to the extent they did not already do so in their June 18, 2008 and September 22, 2008 letters, my clients hereby terminate any and all agency powers, authorities, and agreements that may have previously existed (without admitting that they did) between my clients and Mortgages Ltd. or any successor thereto. Please provide an accounting of all fees, costs and expenses incurred, and related to my clients, under paragraph 3(b) of the Master Agency Agreement.

Sincerely,

THOMAS SCHERN RICHARDSON, PLLC

A handwritten signature in black ink that reads "Richard R. Thomas". The signature is written in a cursive style with a large, prominent initial "R".

Richard R. Thomas

RRT/tw

Enclosures – as stated

Exhibit D

MD Signature
 CCO Signature
 Officer Signature

Buoy
4

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 OpportunitySM Loan Program - minimum investment of \$50,000.
- _____ Annual OpportunitySM Loan Program - minimum investment of \$100,000.
- _____ Opportunity PlusSM Loan Program - minimum investment of \$100,000.
- _____ Revolving OpportunitySM Loan Program - minimum investment of \$500,000.
- _____ Performance PlusSM 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 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 MLS, the undersigned hereby authorizes Mortgages Ltd. to be named as the lender/payer/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

Bruce Dan Buba

Authorization withheld
Devin Elizabeth Buba

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 trusts 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

Bruce A. Buckley
Discretion withheld
Bruce A. Buckley

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.

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 trusts 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 withheld

Discretion granted

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.

B. 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 Mortgages 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 arbitrators 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, 2007

Name in which Individual Investment is to Be Registered:

For Mortgage Ltd. Securities L.L.C. use only
[Signature]
Signature of Managing Director
[Signature]
Signature of Chief Compliance Officer

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