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JAMES C. SELL, Receiver
American National Mortgage Partners, LLC
5045 N. 12th Street, Suite 100
Phoenix, Arizona 85014
(602) 265-3519
FAX (602) 265-3622
Web Site: www.forensic-cpa.com
eMail: jsellsprint@earthlink.net

2003 JUN 13 P 3: 11
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RECEIVER'S REPORT

RE: No. CV 2003 005724

S-03491A-02-0000

Overview

There are numerous entities covered by the Receivership. The structural characteristics, business operations, accounting, commonality of management control, commingling of funds and misdirection of funds of the Receivership entities were similar enough to refer to the management entities collectively in this report as the Company. The passive Investor based entities that provided the funds used by the Company to make loans to Borrowers is collectively referred to in this report as Investors.

Pursuant to the order appointing the receiver a preliminary report was to be filed within 30 days of the amended order. The report was to be filed "setting out the identity, location and value of the Receivership Assets, and any liabilities pertaining thereto."

Since the inception of the Receivership we diligently have been accumulating and reviewing documents to be able to produce an accurate listing of Receivership Assets.

Exhibit A is a preliminary listing of the Receivership Estate's loan portfolio. We anticipate the listing will be substantially modified as we obtain more reliable data. As we began to examine the supporting documentation for the loan transactions we discovered numerous omissions, errors and misrepresentations. We have performed a preliminary review of the known open loan transactions and have found material deficiencies in every transaction.

Since the Company did not normally obtain title policies for their loans, the files do not typically include evidence of any underlying indebtedness. Furthermore, the Company often entered into side agreements with its Borrowers wherein the Company would **not** record a lien against the property so long as the debtor was not in default. This practice permitted Borrowers to further encumber property without disclosing the existence of the Borrower's loan(s) from the Company. The owners of the Company were aware of, or

were instrumental in arranging the further encumbrance of the subject properties. Typically Investors neither knew of nor consented to the additional debt senior to theirs. The Investors often received fictitious descriptions of their lien position and the collateral purportedly securing it.

To remedy the lack of title policies and other related title issues we have been negotiating a joint agreement with the Castle entities to help defer the costs of title policies. Reports on all properties have been ordered and numerous reports received. Due to the number of properties, locations throughout the country and time frame in verifying the properties, not all reports have been received. A grid index identifying ownership and liens will be filed with the court, delivered to Investors, and placed on the Receiver's website www.americannationalreceivership.com shortly.

Our report was to contain an estimate of the value of the estate properties. The loan files often contain appraisals of the subject property but subsequent appraisals, by superior position lien holders, and/or purchase offers received on several of the properties indicate that the appraisals contained in the Company's loan files are unreliable indicators of value.

Examples of Material Loan Problems

The following are examples and are presented to demonstrate the typical types of problems we have discovered in a substantial number of the loan transactions.

Example 1. New York loans

Three related loans totaling $5,600,000 were made in July 2002 purportedly secured by art work, a 67 Street, New York City residence and a Hyde Park, New York residence on 100 acres. These loans are not as represented. The Company never recorded the liens against the real property and the UCC-1 filed against the art work was a second. It appears there was an undisclosed side agreement between the Lender and Borrower to not record the liens against the real property so long as the Borrower was not in default. The individual Investors were never told of the existence of the side agreement. In January, 2003 the Borrower failed to make its required payment and in February, 2003, was notified of the default. Despite the default the Company never recorded the lien against the real property.

Example 2. 36 Street, Phoenix

According to the Company's loan file documents, the Borrower has outstanding loans of approximately $1,000,000. There is a first position loan of approximately $365,000 from First International Bank (FIB) and a series of subordinated Investor loans totaling approximately $635,000. The Investor loans predated the FIB first position loan. The Company did not record the Investor loans and as a consequence the Borrower was able to obtain the subsequent first mortgage loan.

One of the underlying Investor loans was for $384,000. An analysis of the Company's accounting records show that only $213,854 of the $384,000 was disbursed to, or on behalf of, the Borrower. The difference, $170,146 was used to make interest distributions to other Investors on defaulted loans and to pay the Company's operating expenses. $100,000 of the Borrower's debt structure was not used for the renovation of the property but was lent by the Borrower to a Castle entity.

The property improvements have been substantially completed. Upon completion, the Borrower estimates the property will have a gross sale value of approximately $800,000. The Borrower's marketing plan, on a best case scenario, would result in $680, 000 of net sales. As a consequence the Borrower will be facing a deficiency of at least $148,000.

Example 3. <u>2725 E. Thomas</u>

$100,000 was raised from two Investors. The Borrower never received any of the proceeds. The Company collected a $5,000 broker fee for the loan transaction. The two Investors received three monthly interest payments on the alleged loan from their own money. The remainder of the $100,000 was used for operating expense or transferred to affiliated entities.

Example 4. <u>Stephanie Lane</u>

The subject property was obtained by the Company from a previous defaulted Borrower. The Company subsequently sold the property on October 4, 2002 for $650,000. At the time of purchase, the buyer obtained a new first mortgage of $552,500, the Company received $171,457 in cash and carried back $97,500 second position note. According to the Company's accounting records the $171,457 cash proceeds should have been disbursed to the three Investors associated with the original defaulted loan transaction form 1999 or 2000. Instead, $100,000 of the cash proceeds received by the Company was used to purchase a $100,000 Certificate of Deposit. On that same day the Company entered into an agreement with the buyer increasing the $97,500 note to $150,000. Simultaneously, the Company agreed to let the property purchaser, at his sole discretion, via a collateral agreement with the bank to borrow up to $100,000 from the bank using the Company's certificate of deposit as collateral.

<u>Diversion of Investor Funds</u>

The Castle loans are collectively the largest group of related loans made by the Company. The Company's books reflect over $17,000,000 in outstanding Castle loans.

Commencing in the fall of 2001, the Company began experiencing collection problems on the Castle loans. Despite the collection problems the Investors continued to receive their interest distributions. From May 8, 2002 through October 21, 2002 the Company had received in excess of $1,800,000 in NSF checks from Castle. The Company diverted cash from every available source to continue the Investor distributions. While the use of new Investor funds to pay old Investors was accelerated by Castle's tendering of

$1,800,000 of NSF checks the practice existed before the Castle collection problems commenced.

An analysis of the Company's business practices, accounting and cash flow disclosed the following conditions:

On a number of occasions funds were raised from Investors for specific loans but a portion of the funds were not disbursed to the Borrower. The proceeds were used to pay the following:

1. Operating expenses of the Company,

2. Loan origination fees to the Company on funds never disbursed,

3. Loan origination fees to the Company on at least one loan that was never consummated, and

4. Interest payments to unrelated Investors on their loans.

Because of these payments Investors did not know their Borrower had defaulted. The Investors believed they held an interest in a performing loan(s).

In at least one instance (High Chaparral) the Borrower paid off his loan but the Company did not distribute the proceeds to the Investors but instead diverted the proceeds for other Company purposes. The Company continued to make periodic interest payments to the Investors as though the loan's term had been extended. Months after the loan payoff the Company repaid one of the three Investors his capital investment. Despite several inquiries the other two Investors were never repaid.

Investment Switching

During our review of the files we noted numerous instances where individual Investors and groups of Investors would be switched from one loan to another. There appears to be two basic reasons for the loan switching.

1. The individual Investor learned something about the original transaction that disturbed him enough to complain to the Company that the transaction was misrepresented to them.

2. The Borrower defaulted on their loan and the group of Investors related to that loan were switched to a new or unrelated existing loan.

Out of Balance

For every loan on the Company books there is an associated list of Investors. Upon comparison of the face amount of the loan we discovered instances where there was more purported Investor money than the face amount of the loan.

We observed instances where one or more individual Investors were given credit for investing in a loan. On the other hand there were several loans where the Investor contributions were less than the face amount of the loan.

Guaranty Performance

Guaranty Performance, Inc. (GPI) was incorporated on February 11, 2002. On several loans originated by the Company and funded by Investors, the Borrower paid a "credit enhancement fee" to GPI. Investors were told the "credit enhancement fee" guaranteed that Investors would be repaid both principal and any accrued interest even if the Borrower defaulted.

The "credit enhancement fee" was a marketing tool that lacked substance. GPI was never much more than a corporate shell. As fees were collected they, for the most part, were invested in loans originated by the Company. The financial records of GPI demonstrate it never had the financial ability to pay off any of its "guaranteed loans". GPI's total Assets/Revenue never exceeded $45,000. Since GPI's revenue was used to invest in loans its assets were illiquid and were subject to the same default risks they were purportedly guaranteeing.

It is the intent of the Receiver to review cash investment in detail, and issue subsequent reports setting forth descriptions similar to those herein. The reports will analyze and detail the transactions and flow of monies.

Illinois Land Trust Issue

A further complication to determining the interest of the Investor/Lenders of the Company has arisen due to the documentation used to establish the interest of the various lending entities. Rather than documenting the transactions using standard, statutorily recognized security devices (deeds of trusts, mortgages or agreements for sale), the Company chose to document the transactions through the creation of "Illinois Land Trusts". These trusts are not recognized under Arizona's statutory framework. Under the concept of creating a trust to hold title to the property with the Lenders and Borrowers becoming beneficiaries under the trust, the interest of the Borrowers is converted from an interest in real property, to a personal property interest. In the event of default, the interest of the Borrower is terminated not by a real estate foreclosure, but through a personal property foreclosure pursuant to the Uniform Commercial Code and the terms of the trust documents. There being no statutory provision for the Illinois Land Trusts, and little, if any, case law in Arizona regarding this type of transaction, the enforceability of

the "Illinois Land Trust" is in question. At least two borrowing entities will require this issue to be addressed, with the outcome materially affecting the interests of the Investor/Lenders.

Bankruptcy

The Receivership Order requires the Receiver, based upon his initial investigation, to determine whether the claims of Defendants should be adjudicated in Bankruptcy Court. Upon initial review, the cost of the entities being adjudicated in separate bankruptcy proceedings would be cost prohibitive. If each entity were to file individually, the administrative expenses would exceed the existing financial resources of the companies. The terms of the First Amended Order provides as follows:

5. All persons, including Defendants and their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, who receive actual notice of the Order by personal service or otherwise, are enjoined from in any way disturbing the Receivership Assets and from filing or prosecuting any actions or proceedings which involve the receiver or which affect the Receivership Assets...

Upon entry of the Order Appointing the Receiver, all Investors and Borrowers were notified of the existence of this Order, and the ramifications of taking any action which would circumvent the terms and conditions contained therein. Accordingly, parties were placed on actual notice of the existence of this injunctive provision. In addition, to the extent third party lenders have attempted to take action against the entities, they have been notified of the existence of the Order and the terms contained therein. Certain of the protections provided by 11 U.S.C. § 362 of the Bankruptcy Code are therefore provided by the existence of the pending Order. In addition, to the extent that there may be claims of fraudulent conveyances, state law provides adequate remedies for the Receiver to protect the interests of the Receivership entities. Although the provisions contained within the Bankruptcy Code provide presumptive type relief, access to state law statutory fraudulent conveyance relief exists, and can be exercised in lieu of the filing of a bankruptcy proceeding.

Two entities, American National Mortgage Partners and ANMP 74th Street are currently subject to pending bankruptcy proceedings before the Honorable Randall J. Haines, United States Bankruptcy Judge for the District of Arizona. These proceedings were filed on March 10, 2003, prior to the appointment of the Receiver. Pursuant to subsequent Court Orders, counsel has been obtained to represent the interests of the Receiver in these entities.

ANMP 74th St. holds title to the properties subject to the Castle Boutique bankruptcy proceedings. American National Mortgage Partners served as a servicing agent for the lending entities subject to the Receivership Order and received and disbursed funds in that capacity. The Automatic Stay of 11 U.S.C. § 362 of the United States Bankruptcy

Code would presumptively provide added protection and preclude third parties from exercising their claims against the assets of the Debtor entities. The current proceedings create operative dates for the presumptive time frames for preferences and fraudulent transfers under 11U.S.C. §§ 547 and 548 of the Bankruptcy Code. At the present time, maintaining these proceedings in place will not substantially effect the ongoing administration of the Receivership Estate. Therefore the Receiver recommends that the proceedings be maintained subject to review. On July 15, 2003, Judge Haines has set a status hearing, at which time the Bankruptcy Court intends to review the Receiver's recommendations and issue further Orders regarding the continuance of those proceedings.

This report provides numerous instances whereby funds appear to have been misapplied and/or misappropriated. To the extent American National Mortgage Partners helped facilitate the transfer of funds, and the misapplication proves rampant amongst most or all of the Receivership entities, the American National proceeding may prove to create an umbrella, encompassing all of the entities. Through further analysis of the financial records of American National Mortgage Partners, the Receiver will be able to more accurately determine whether or not the remaining Receivership entities fall within the purview of the American National Mortgage Partners bankruptcy, and should be consolidated therewith.

For the above reasons, the Receiver would recommend that the filing of additional proceedings would not be in the best interest of the Receivership Estate at the present time, and that the pending bankruptcy proceedings should be maintained subject to further order from Judge Haines.

Sincerely,

JAMES C. SELL, Receiver

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EXHIBIT "A"

Current Loan Listing

Borrower	L.L.C. Lenders	Collateral	Trust	Note Amount
Auralyn Method	Joshua Lane Lenders, L.L.C.	6815 N. Joshua Tree, Paradise Valley, Arizona 85253	6815 N. Joshua Tree Trust dated January 7, 2003	113,500.00
Ben Jackson & Josevie Vedrene-Jackson		8152 S. Stephanie Lane, Tempe, Arizona 85284		50,000.00
Don Reisterer	N.T. Creekside, L.L.C.	8310 Creekside Circle, Bloomington, Minnesota 55437	8310 Creekside Circle Trust dated August 22, 2002	106,625.01
Don Reisterer	Normandale Tower, L.L.C.	8310 Creekside Circle, Bloomington, Minnesota 55437	8310 Creekside Circle Trust dated August 22, 2002	558,402.33
Flynn Jackson, Inc. Attn: Greg Housemyer	Flynn Jackson Premium Portfolio, L.L.C.	1)5 Fordham Hill Oval., aptl #12F, Bronx, NY 2)1845 82nd St #C-2, Brooklyn, NY 3)62-64 Saunders St., Rego Park, NY 4)903 1 Ft. Hamilton Parkway 6G, Brooklyn, NY 5)14483 66-15 Thornton Pl. 1B, Forest Hills,		288,612.82
Flynn Jackson, Inc. Attn: Greg Housemyer	Flynn Jackson Partners, L.L.C.	1)255 Flower City Pk , Rochester, NY 2)612 Franklin St, Trenton, NJ 3)Bldg 13, Unit C, Windham, NY 4)28 Tobyhanna Trail, Hopatcong, NJ 5)1407 Magee Ave., Philadelphia, PA		715,000.00
Flynn Jackson, Inc. Attn: Greg Housemyer	Flynn Jackson Second Portfolio, L.L.C.	1)45 Condon Ave, Buffalo, NY 2)7846 Astra Circle, Reynoldsburg, OH 3)200 Rector Place 17E, New York, NY 4)14483 South Adams Rd., Carbondale, KS 5)1 Tiffany Pl. Apt 4M, Brooklyn, NY 6)1407 Magee Ave., Philadelphia, PA		608,798.71
Flynn Jackson, Inc. Attn: Greg Housemyer	F.J. Properties, L.L.C.			88,000.00
FutureCom Global, Inc.		125 S. 52nd Street, Tempe, Arizona 85281	125 S. 52nd Street Trust dated March 27, 2002	1,250,000.00
FutureCom Global, Inc.		277,500 Unrestricted Common Shares FutureCom Global		555,000.00
FutureCom Global, Inc.	Amsterdam Lenders, L.L.C., FCG Lenders, L.L.C.	350 Forest Avenue, Amsterdam, New York 12010	Amsterdam 350 Trust dated August 16, 2002	1,000,000.00
FutureCom Global, Inc.		350 Forest Avenue, Amsterdam, New York 12010	Amsterdam 350 Trust dated August 16, 2002	705,000.00
Global Investment Group, L.L.C.	Amsterdam, L.L.C.	350 Forest Avenue, Amsterdam, New York 12010	The 350 Forest Avenue Trust dated April 2, 2002	750,000.00

Current Loan Listing

Borrower	L.L.C. Lenders	Collateral	Trust	Note Amount
Herbert J. Fisher/Fisher Properties	Thomas Townhouse, L.L.C.	2725 E. Thomas Road, Phoenix, Arizona 85006	2725 E. Thomas Rd Trust dated November 14, 2002	353,800.00
Herbert J. Fisher/Fisher Properties		2302 N. 36th Street, Phoenix, Arizona 85008		21,200.00
Herbert J. Fisher/Fisher Properties	Oak Commons, L.L.C.	2302 N. 36th Street, Phoenix, Arizona 85008	The 36th Street and Oak Trust dated November 8, 2002	384,000.00
John Wanek/Exeter Aston, L.L.C.	Glen Ashton Apartments, L.L.C.	506 Stonington Circle, Centerville, Ohio 45458	506 Stonington Circle Trust dated July 26, 2002	580,000.00
John Wanek/Waterstone Place, L.L.C.	Colonial Village, L.L.C.	1256 Rand Avenue, Columbus, Ohio	1256 Rand Avenue Trust dated September 1, 2002	800,000.00
Kenneth Magill	35824 N. Secluded Lane, L.L.C.	35824 N. Secluded Lane, Carefree, Arizona 85377	35824 N. Secluded Lane Trust dated June 21, 2002	300,000.00
Kenneth Magill	North Secluded Lane, L.L.C.	35824 N. Secluded Lane, Carefree, Arizona 85377	35824 N. Secluded Lane Trust dated June 21, 2002	500,000.00
Kenneth Magill	North Secluded Lane, L.L.C.	35824 N. Secluded Lane, Carefree, Arizona 85377	35824 N. Secluded Lane Trust dated June 21, 2002	100,000.00
Kimberly & Chris Dedmon				10,000.00
Kimberly & Chris Dedmon		8151 W. Gelding Drive, Peoria, Arizona 85381	Kimberly & Chris Dedmon/8151 W. Gelding Drive	12,593.97
Omni Horizon Group/Kimberly & Chris Dedmon				150,000.00
R. L. Wickman	South Bonita, L.L.C.	2865 Trails Edge Blvd, Bonita Springs, FL 34134	R.L.. Wickman Trust dated January 31, 2002	270,000.00
Robert Guccionne/General Media	Sixty-Seventh Street, L.L.C., The Hudson Hyde Park, L.L.C.	1)14-16 East 67th Street, New York, NY 10021, 2)135-139 Old Post Road, Straatsburg, New York & 3)assignment of proceeds of Fine Art Sale	67th Street Trust dated July 5, 2002	1,870,000.00
Robert Guccionne/General Media	The Hudson Valley, L.L.C.	1)14-16 East 67th Street, New York, NY 10021, 2)135-139 Old Post Road, Straatsburg, New York & 3)assignment of proceeds of Fine Art Sale	67th Street Trust dated July 5, 2002	1,650,000.00
Robert Guccionne/General Media	The Hudson Park, L.L.C.	1)14-16 East 67th Street, New York, NY 10021, 2)135-139 Old Post Road, Straatsburg, New York & 3)assignment of proceeds of Fine Art Sale	67th Street Trust dated July 5, 2002	1,980,000.00

Current Loan Listing

Borrower	L.L.C. Lenders	Collateral	Trust	Note Amount
Robert K. Rehm		998 East Indian School Rd., Phoenix, AZ 85014		400,000.00
Western + Gulf Capital, Inc.		998 East Indian School Rd., Phoenix, AZ 85014	998 E. Indian School Trust dated September 20, 1999	363,436.22
Stanford E. & Susan Lerch		Washington Park Property (old mining claim/map WASHINGTON PARK SUMMER HOMES, MAP 642 16/16 book-map-parcel 302-81-003)		25,000.00
Stanford E. Lerch		Unsecured		20,541.72
Stanford Lerch/KRC Investments, L.L.C.		4330 N. 5th Street, Phoenix, Arizona 85006	4330 N. 5th Street Trust dated October 24, 2001	120,000.00
Sultan Al Shaie	North Dobson - Scottsdale, L.L.C.	24003 N. Dobson Road, Scottsdale, Arizona 85255	24003 N. Dobson Rd. Trust dated April 22, 2002	50,000.00
Sultan Al Shaie	North Dobson - Scottsdale, L.L.C.	24003 N. Dobson Road, Scottsdale, Arizona 85255	24003 N. Dobson Rd. Trust dated April 22, 2002	150,000.00
Susan Bates		6565 N. 19th Avenue, Unit #47, Phoenix, Arizona	6565 N. 19th Avenue, Unit 47 Trust dated March 29, 2002	48,500.00
Taylor Coleman/Castle Megastore Corp.		1113 Progress Drive, Medford, Oregon 97504	1113 Progress Drive Trust dated August, 2000	400,000.00
Taylor Coleman/Castle Megastore Corp.		222 N. 44th Street, Phoenix, Arizona 85034	222 N. 44th Street Trust dated August 31, 2001	100,000.00
Taylor Coleman/Castle Megastore Corp.		222 N. 44th Street, Phoenix, Arizona 85034 522 N. Columbia Center Blvd, Kennewick, Washington 99336 5110 Central Avenue, Albuquerque New Mexico 87108	222 N. 44th Street Trust dated August 31, 2001	975,000.00
Taylor Coleman/Castle Megastore Corp.	Camelback 300, L.L.C.	300 E. Camelback Rd., Phoenix, Arizona 85012	Camelback 300 Trust dated December, 2001	250,000.00
Taylor Coleman/Castle Megastore Corp.	Camelback 300, L.L.C.	300 E. Camelback Rd., Phoenix, Arizona 85012	Camelback 300 Trust dated December, 2001	400,000.00
Taylor Coleman/Castle Megastore Corp.		5501 E. Washington Street, Phoenix, Arizona 85034	5501 E. Washington Street Trust dated September 1, 2001	562,000.00
Taylor Coleman/Castle Megastore Corp.		5501 E. Washington Street, Phoenix, Arizona 85034	5501 E. Washington Street Trust dated September 1, 2001	185,800.00
Taylor Coleman/Castle Megastore Corp.		7102 W. Roosevelt Street, Phoenix, Arizona	7102 W. Roosevelt Street Trust dated July 10, 2001	54,000.00
Taylor Coleman/Castle Megastore Corp.		7102 W. Roosevelt Street, Phoenix, Arizona	7102 W. Roosevelt Street Trust dated July 10, 2001	160,000.00

Current Loan Listing

Borrower	L.L.C. Lenders	Collateral	Trust	Note Amount
Taylor Coleman/Castle Megastore Corp.		7102 W. Roosevelt Street, Phoenix, Arizona	7102 W. Roosevelt Street Trust dated July 10, 2001	182,000.00
Taylor Coleman/Castle Megastore Corp.		7102 W. Roosevelt Street, Phoenix, Arizona	7102 W. Roosevelt Street Trust dated July 10, 2001	133,000.00
Taylor Coleman/Castle Megastore Corp.		8315 E. Apache Trail, East Mesa, Arizona 85207	83rd Ave/I-10 Trust dated May 25, 2001	110,000.00
Taylor Coleman/Castle Megastore Corp.		9815 SW Capital Hwy, Portland, Oregon 97219	9815 SW Capital Hwy Trust dated June 29, 2001	257,646.96
Taylor Coleman/Castle Megastore Corp.		8802 N. Black Canyon Hwy, Phoenix, Arizona 85051-4042		100,000.00
Taylor Coleman/Castle Megastore Corp.		8802 N. Black Canyon Hwy, Phoenix, Arizona 85051-4042		125,000.00
Taylor Coleman/Castle Megastore Corp.		21815 N. 26th Ave., Phoenix, Arizona 8802 N. Black Canyon Hwy, Phoenix, Arizona 11324 E. Sprague Ave., Spokane, Washington 99206 1815 E. 5th Ave., Anchorage, Alaska	Deer Valley II Trust dated November, 2001	635,000.00
Taylor Coleman/Castle Megastore Corp.		21815 N. 26th Ave., Phoenix, Arizona 8802 N. Black Canyon Hwy, Phoenix, Arizona 11324 E. Sprague Ave., Spokane, Washington 99206 1815 E. 5th Ave., Anchorage, Alaska	Deer Valley Trust dated September 20, 2000	4,000,000.00
Taylor Coleman/Castle Megastore Corp.	D.V. Partners, L.L.C.	21815 N. 26th Ave., Phoenix, Arizona		500,000.00
Taylor Coleman/Castle Megastore Corp.		Unsecured	Federal Way Building, L.L.C. Trust dated January 27, 2000	1,000,000.00
Taylor Coleman/Castle Megastore Corp.	Corporate Warehouse, L.L.C., Roosevelt Warehouse, L.L.C., Castle Roosevelt Warehouse, L.L.C., Megastore Roosevelt Warehouse, L.L.C.	7102 W. Roosevelt Street, Phoenix, Arizona	Roosevelt Street Trust dated April 30, 2002	2,000,000.00
Taylor Coleman/Castle Megastore Corp.	Camelback Stone Canyon, L.L.C.	5505 E. San Miguel, Paradise Valley, Arizona 85253	San Miguel Trust dated September 20, 2002	800,000.00
Taylor Coleman/Castle Megastore Corp.		11324 NW Randall Way, Silverdale, Washington	Silverdale Trust dated June 27, 2000	275,000.00
Taylor Coleman/Castle Megastore Corp.	San Miguel Lenders, L.L.C.	5505 E. San Miguel, Paradise Valley, Arizona 85253	The 5505 E. San Miguel Trust dated May 17, 2002	400,000.00

Current Loan Listing

Borrower	L.L.C. Lenders	Collateral	Trust	Note Amount
Terrell Beckwith		1230 Pine Road, Omaha, Nebraska 68144	1230 Pine Road Trust dated July 21, 2002	60,000.00
Tony Lungaro/T N Corporation	Medina Properties, L.L.C.	3303 E. Medina Rd., Medina, Ohio 33652	3303 E. Median Rd. Trust dated March 15, 2002	415,000.00
Tony Lungaro/T N Corporation	3303 Ohio Property, L.L.C.	3303 E. Medina Rd., Medina, Ohio 33652	3303 E. Median Rd. Trust dated March 15, 2002	60,000.00
William T. Jacobson/Atlas Mining Company	Trapper Creek, L.L.C.	Patented Mining Claims situated in Shashone County, Idaho - 9 parcels	Northwest Fir Properties Trust dated May 17, 2002	345,507.59
William T. Jacobson/Clearwater Mines, Inc.		630 E. Mullan Ave., Osburn, Idaho 83849	630 E. Mullan Trust dated August 29, 2002	86,100.00
William T. Jacobson/Clearwater Mines, Inc.	Atlas Mine, L.L.C.	Patented Mining Claims situated in Clearwater, Florida and Shashone County, Idaho	Clearwater Mines Trust dated February 12, 2002	175,000.00