

1                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2                   NONA TOBIN, as Trustee of the  
3                   GORDON B. HANSEN TRUST dated  
4                   8/22/08,

5                   Appellants,

6                   vs.

7                   JOEL A. STOKES and SANDRA F.  
8                   STOKES, as Trustees of the  
9                   JIMIACK IRREVOCABLE TRUST;  
10                  YUEN K. LEE, an individual, d/b/a  
11                  Manager, F. BONDURANT, LLC.,  
12                  SUN CITY ANTHEM COMMUNITY  
13                  ASSOCIATION, INC.; AND  
14                  NATIONSTAR MORTGAGE, LLC,

15                  Respondents.

Electronically Filed  
Dec 19 2019 04:47 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Supreme Court Case No.: 79295

District Court Case No A-15-720032-C  
Consolidated with A-16-730078-C

16                   **APPELLANT’S APPENDIX OF DOCUMENTS**

17                   **VOLUME I of XIV**

18                   Michael R. Mushkin  
19                   Nevada Bar No. 2421  
20                   L. Joe Coppedge, Esq.  
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<b>Volume</b>	<b>Document</b>	<b>Bates No.</b>
I	Affidavit of Nona Tobin in Support of Nona Tobin and Steve Hansen's Motion to Intervene	AA 000151 - AA 000163
V	Amended Notice of Entry of Stipulation and Order Reforming Caption	AA 001025 - AA001034
XIV	Amended Transcript of Proceedings of Pretrial Conference to Correct Attorney Name Only 04/25/19	AA 002837 - AA 002860
XIV	Amended Transcript to Correct Title of Motion: Third Parties Nona Tobin and Steve Hansen's Motion to Intervene 09/29/16	AA 002885 - AA 002899
XIV	Case Appeal Statement	AA 002865 - AA 002869
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V	Cross-Claimant Nona Tobin's Opposition to Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 000879 - AA 000994
IV	Cross-Defendant Sun City Anthem Community Association's Answer to Cross-Claims by Nona Tobin, An Individual and Trustee of the Gordon B. Hansen Trust	AA 000644 - AA 000651
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V	Findings of Fact, Conclusions of Law and Order on Cross-Defendant Sun City Anthem Community Association's Motion for Summary Judgment	AA 001035 - AA 001044
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8	IV	Nationstar Mortgage, LLC's Limited Joinder to Sun City Anthem Community Association's Motion for Summary Judgment	AA 000827 - AA 000861
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15	III	Nona Tobin's Crossclaim Against Thomas Lucas D/B/A Opportunity Homes, LLC	AA 000451 - AA 000509
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4	XIV	Recorder's Transcript Bench Trial Day 2 06/06/19	AA 002926 - AA 002960
5	XIV	Recorder's Transcript of Hearing All Pending Motions 09/26/19	AA 002870 - AA 002884
6	XIV	Recorder's Transcript of Hearing Nona Tobin's Motion to Intervene into Consolidated Quiet Title Cases A-15-720032-C and Former Case A-16-730078-C 12/20/16	AA 002900 - AA 002909
7	XIV	Recorder's Transcript of Hearing Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim 03/28/17	AA 002910 - AA 002925
8	XIV	Recorder's Transcript of Hearing: All Pending Motions April 23, 2019	AA 002608 - AA 002640
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10	XIII	Recorder's Transcript of Hearing: All Pending Motions April 27, 2017	AA 002581 - AA 002607
11	VIII	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1)	AA 001376 - AA 001576
12	VIII	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 1)	AA 001376 - AA 001576
13	IX	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 2)	AA 001577 - AA 001826
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15	X	Reply to Cross-Defendant Sun City Anthem Community Association's Opposition to Tobin's Motion for Reconsideration (Part 3)	AA 001827 - AA001884
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17	III	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000559 - AA 000583
18	III	Reply to Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000559 - AA 000583
19	IV	Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC	AA 000862 - AA 000867
20	IV	Stipulation and Order for Dismissal Without Prejudice as to Claims Against Opportunity Homes, LLC and F. Bondurant LLC	AA 000862 - AA 000867
21	X	Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001896 - AA 001898
22	X	Stipulation and Order for the Dismissal of Nationstar Mortgage, LLC's Claims Against Jimijack Irrevocable Trust with Prejudice	AA 001896 - AA 001898
	V	Stipulation and Order Reforming Caption	AA 001009 - AA 001014
	V	Stipulation and Order Reforming Caption	AA 001009 - AA 001014
	III	Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim	AA 000510 - AA 000518
	III	Sun City Anthem Community Association's Motion to Dismiss Nona Tobin, an Individual and Trustee of the Gordon B. Hansen Trust's Cross-Claim	AA 000510 - AA 000518
	III	Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000584 - AA 000591
	III	Sun City Anthem Community Association's Reply in Support of its Motion to Dismiss	AA 000584 - AA 000591

1	III	Thomas Lucas and Opportunity Homes, LLC's Reply to Nona Tobin's Opposition to Motion for Summary Judgment	AA 000592 - AA 000600
2	XIII	Transcript of Proceedings: All Pending Motions 01/10/19	AA 002657 - AA 002666
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5	XIII	Transcript of Proceedings: All Pending Motions 05/29/19	AA 002751 - AA 002778
6	XIV	Transcript of Proceedings: Bench Trial Day 1 06/05/19	AA 002809 - AA 002836
7	XIV	Transcript of Proceedings: Calendar Call 06/03/19	AA 002779 - AA 002808
8	XIII	Transcript of Proceedings: Pretrial Conference 04/25/19	AA 002702 - AA 002725
9	XIII	Transcript of Proceedings: Status Check - Settlement Documents 05/21/19	AA 002726 - AA 002750

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# DISTRICT COURT CIVIL COVER SHEET

A-15-720032-C

County, Nevada

Case No. \_\_\_\_\_

XXXI

*(Assigned by Clerk's Office)*

**I. Party Information** *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): Joel A. Stokes and Sandra F. Stokes 5 Summit Walk Trm 1 Henderson, Nevada 89052	Defendant(s) (name/address/phone): Bank of America, N.A. 100 North Taylor Street #10 Charlotte, NC 28202
Attorney (name/address/phone): Joseph V. Hone Esq. 10781 West Lake Avenue Las Vegas Nevada 89135 702 870-1777	Attorney (name/address/phone):

**II. Nature of Controversy** *(please select the one most applicable filing type below)*

**Civil Case Filing Types**

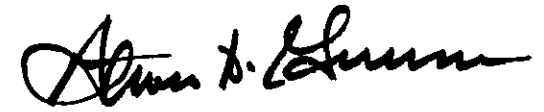
<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input checked="" type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<b>Probate</b> <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	<b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters	

*Business Court filings should be filed using the Business Court civil coversheet.*

June 14 2015  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature of initiating party or representative

*See other side for family-related case filings.*



CLERK OF THE COURT

1 COMP  
2 JOSEPH Y. HONG, ESQ.  
3 Nevada Bar No. 5995  
4 HONG & HONG, A PROFESSIONAL LAW CORPORATION  
5 10781 W. Twain Ave.  
6 Las Vegas, Nevada 89135  
7 Tel: (702) 870-1777  
8 Fax: (702) 870-0500  
9 Email: Yosuphonglaw@gmail.com

10 Attorney for Plaintiffs  
11 Joel A. Stokes and Sandra F. Stokes as  
12 Trustees of the Jimijack Irrevocable Trust

13 DISTRICT COURT

14 CLARK COUNTY, NEVADA

15 JOEL A. STOKES and SANDRA F. )  
16 STOKES, as trustees of the )  
17 JIMIACK IRREVOCABLE TRUST, )  
18 )  
19 Plaintiffs, )  
20 vs. )  
21 )  
22 BANK OF AMERICA, N.A., a national )  
23 banking association; )  
24 SUN CITY ANTHEM COMMUNITY )  
25 ASSOCIATION, INC., a Nevada non-profit )  
26 corporation; DOES I through X and )  
27 ROE BUSINESS ENTITIES I through X, )  
28 inclusive, )  
29 Defendants. )

CASE NO. A-15-720032-C  
DEPT NO. XXXI

COMPLAINT  
  
EXEMPTION FROM ARBITRATION  
CLAIMED AS EXTRAORDINARY RELIEF  
REQUESTED

30 COME NOW Plaintiffs, above-named (hereinafter "Plaintiffs"), by and through their  
31 attorney of record, JOSEPH Y. HONG, ESQ. of HONG & HONG, A Professional Law Corporation,  
32 and complain and allege as follows:

- 33 1. At all relevant times herein, Plaintiffs are, and were, residents of Clark County,  
34 Nevada, and trustees of the Jimijack Irrevocable Trust.  
35  
36 2. Plaintiffs believe and allege that at all relevant times herein, Defendant,  
37 BANK OF AMERICA, N.A. (hereinafter "Bana"), is, and was, a national banking associaion  
38 conducting business in Clark County, Nevada.



1           3.       At all relevant times herein, Defendant, SUN CITY ANTHEM COMMUNITY  
2 ASSOCIATION, INC. (hereinafter "HOA"), is, and was, a Nevada non-profit corporation and/or  
3 a Nevada entity conducting business in Clark County, Nevada.

4           4.       On or about June 3, 2015, Plaintiffs acquired a real property located at  
5 2763 White Sage Dr., Henderson, Nevada 89052 (hereinafter "Subject Property") from F. Bondurant  
6 LLC., who purchased the Subject Property from Opportunity Homes, LLC. Opportunity Homes,  
7 LLC. was the titled owner of the Subject Property, and purchased same at a Trustee's sale pursuant  
8 to a power of sale granted by NRS 116.3115 et. seq. and NRS 116.3116 through 116.31168 et. seq.  
9 on or about August 18, 2014.

10          5.       Plaintiffs, therefore, have a legal and equitable interest in the Subject Property  
11 as a result of their predecessor's prior purchase of the Subject Property at the Trustee's sale.

12          6.       Defendant, Bana, was the beneficiary of the Deed of Trust recorded against and  
13 encumbering the Subject Property.

14          7.       Plaintiffs do not know the true names, identities, or capacities of Does I  
15 through X and Roe Business Entities I through X, joined herein by fictitious names, but upon  
16 information and belief, said Defendants are unknown employees, agents, contractors, successors,  
17 persons, entities, assigns, or tortfeasors who are in some way responsible to Plaintiffs for their  
18 damages as alleged herein, in either a representative capacity or by virtue of independent acts or  
19 omissions. When the true names and identities of the Doe and Roe Business Entity Defendants are  
20 ascertained, Plaintiffs will pray for leave to amend this Complaint to insert and show the true names,  
21 identities, capacities, and involvement of each of the Doe and Roe Business Entity Defendants when  
22 ascertained.

23          8.       Plaintiffs are informed and believe and thereupon allege that each of these  
24 fictitiously named Defendants claim some right, title, estate, lien or interest in the Subject Property  
25 adverse to Plaintiffs' title and their claims, and each of them, constitute a cloud on Plaintiffs' title  
26 to the Subject Property.

27          9.       Plaintiffs have been required to retain the services of an attorney to prosecute  
28 this action. Plaintiffs, therefore, are entitled to an award of attorney's fees and costs.

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**FIRST CLAIM FOR RELIEF  
(QUIET TITLE AGAINST ALL DEFENDANTS)**

10. Plaintiffs repeat and reallege the allegations contained in Paragraphs 1 through 9 herein as though fully set forth herein and further allege as follows.

11. Plaintiffs are the sole owners in fee of the Subject Property.

12. Title to the Subject Property is encumbered by defects and other clouds on title caused by liens, instruments and documents recorded by each of the Defendants against the Subject Property. Each of these defects constitutes a claim by the Defendants related to such defect against the Subject Property. Unless the Subject Property is free from such defects, Plaintiffs do not have marketable title and cannot sell the Subject Property, market the Subject Property, insure the Subject Property or take loans against the Subject Property.

13. A Deed of Trust, which Defendants are the beneficiaries, was recorded against the Subject Property.

14. Plaintiffs dispute any and all claims on the Subject Property made by Defendants, Bana, HOA and/or Doe and Roe Business Entity Defendants. Plaintiffs seek by this action to quiet title to the Subject Property such that Plaintiffs shall have clean and marketable title to the Subject Property.

15. The claims of Defendants, Bana, HOA and/or Doe and Roe Business Entity Defendants, on the Subject Property are adverse. Plaintiffs contend that Defendants, and each of them, acquired no right, title or interest in and to the Subject Property by the claims each such Defendant has made. Plaintiffs are informed and believe that each of the Defendants do claim some right, title or interest in and to the Subject Property.

16. Plaintiffs have no plain, speedy or adequate remedy at law.

17. The land records of Clark County, Nevada do not accurately reflect the status of Plaintiffs' ownership of the Subject Property in fee. Accordingly, there is confusion as to the status of title to the Subject Property.

18. Plaintiffs seek to quiet title and are entitled to a Judgment/Order quieting title to the Subject Property in their name.



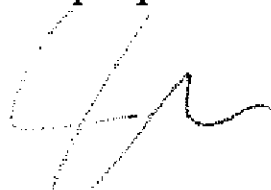


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WHEREFORE, Plaintiffs pray for Judgment as follows:

1. For a Judgment, Decree and/or Order quieting title to the Subject Property in the name of Plaintiffs in a form suitable for recording;
2. For a Judgment, Decree and/or Order finding that each of the instruments, documents and liens which constitutes a claim against the Subject Property is without legal force or effect, and do not convey any right, title or interest in and to the Subject Property to Defendants, Bana, HOA and/or Doe and Roe Business Entity Defendants, and furthermore, for a Judgment, Decree and/or Order compelling Defendants, Bana, HOA and/or Doe and Roe Business Entity Defendants, and each of them, to deliver to the Court the original of any instruments, documents or liens which constitute a claim against the Subject Property for cancellation, or in the alternative, for a Judgment, Decree and/or Order conveying title of the Subject Property to Plaintiffs;
3. For a preliminary and permanent injunction enjoining Defendant, Bana, from conducting a foreclosure sale of the Subject Property and from taking any action that will affect Plaintiffs' exclusive title, possession, use and enjoyment of the Subject Property;
4. For damages in an amount in excess of \$10,000.00 against Defendants;
5. For attorney's fees and costs; and
6. For such other relief this Court deems proper.

DATED this 15<sup>th</sup> day of June, 2015.

  
\_\_\_\_\_  
JOSEPH Y. HONG, ESQ.  
Nevada Bar No. 5995  
10781 W. Twain Ave.  
Las Vegas, Nevada 89135  
Attorney for Plaintiffs  
Joel A. Stokes and Sandra F. Stokes, as trustees  
of the Jimijack Irrevocable Trust

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**IAFD**  
JOSEPH Y. HONG, ESQ.  
State Bar No. 005995  
HONG & HONG  
A Professional Law Corporation  
10781 West Twain Avenue  
Las Vegas, Nevada 89135  
Telephone: (702) 870-1777  
Facsimile No.: (702) 870-0500  
Email Address: yosuphonglaw@gmail.com  
Attorney for Plaintiffs  
*JOEL A. STOKES and SANDRA F. STOKES, as  
trustees of the JIMI JACK IRREVOCABLE TRUST*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES, as )  
trustees of the JIMI JACK IRREVOCABLE )  
TRUST, )  
 )  
Plaintiffs, )  
 )  
vs. )  
 )  
BANK OF AMERICA, N.A., a national banking )  
association; SUN CITY ANTHEM COMMUNITY )  
ASSOCIATION, INC., a Nevada non-profit )  
corporation; DOES I through X and ROE )  
BUSINESS ENTITIES I through X, inclusive, )  
 )  
Defendants. )

CASE NO. :  
DEPT. NO. :

**INITIAL APPEARANCE**  
**FEE DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for the parties appearing in the above-entitled action as indicated below:

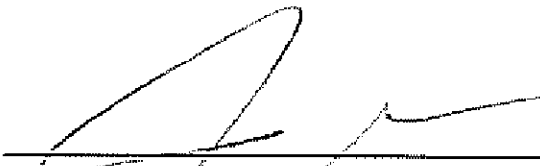
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White Sage

**HONG & HONG**  
A Professional Law Corporation  
10781 West Twain Avenue  
Las Vegas, Nevada 89135  
(702) 870-1777

JimiJack Trust  
1 JOEL A. STOKES, Plaintiff \$270.00  
2 ~~SANDRA F. STOKES, Plaintiff~~ ~~\$ 30.00~~  
3 **TOTAL REMITTED:** ~~\$300.00~~  
4 DATED this 16<sup>th</sup> day of June, 2015. \$ 2 7 0 . 0 0

5 HONG & HONG  
6 A Professional Law Corporation

7  
8   
9 JOSEPH Y. HONG, ESQ.  
10 State Bar No. 005995  
11 10781 West Twain Avenue  
12 Las Vegas, Nevada 89135  
13 Attorney for Plaintiffs  
14 *JOEL A. STOKES and SANDRA F.*  
15 *STOKES, as trustees of the JIMI JACK*  
16 *IRREVOCABLE TRUST*  
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CLERK OF THE COURT

1 JDDF  
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6 Attorney for Plaintiff  
7 Joel A. Stokes and Sandra F. Stokes as  
8 trustees of the Jimijack Irrevocable Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F. STOKES, as )  
11 trustees of the JIMIACK IRREVOCABLE )  
12 TRUST, )

12 Plaintiff,

13 vs.

14 BANK OF AMERICA, N.A., a national banking )  
15 association, et al., )

15 Defendants. )

CASE NO. A720032  
DEPT. NO. XXXI

17 **JUDGMENT BY DEFAULT AGAINST DEFENDANT, BANK OF AMERICA, N.A.**

18 Plaintiff, Joel A. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust's  
19 (hereinafter "Plaintiff"), Application for Entry of Default Judgment having regularly come before  
20 the Court; Plaintiff having submitted its Application for Entry of Default Judgment and having filed  
21 it with the Court on August 25, 2015, together with the Affidavit of the Trustees in support thereof  
22 and exhibits attached thereto in further support of such application; the Defendant, Bank of America,  
23 N.A. (hereinafter "Defendant"), having been duly served with the Summons and Complaint on July  
24 17, 2015; the Defendant not having filed a responsive pleading nor having made any appearance in  
25 this matter; a Default against Defendant having been entered by the Clerk of Court on August 14,  
26 2015; a Notice of Intent to Take Default Judgment having been mailed to Defendant at its last known  
27 address on August 19, 2015; and for good cause appearing therefor,

28 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Judgment shall be

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input checked="" type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration



1 entered in favor of Plaintiff and against Defendant, Bank of America, N.A., and that title to the real  
2 property located at 2763 White Sage Dr., Henderson, Nevada 89052, APN # 191-13-811-052  
3 (hereinafter "Subject Property"), is quieted to Plaintiff.

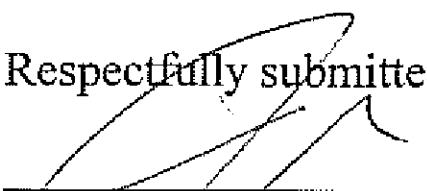
4 **IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED** that each of the  
5 instruments, documents, and liens which constitutes a claim against the Subject Property is without  
6 legal force or effect, and do not convey any right, title or interest in and to the Subject Property to  
7 Defendant, Bank of America, N.A. and/or its predecessors and/or assignees, whereby each of the  
8 instruments, documents, and/or liens which constitutes a claim against the Subject Property shall  
9 hereby be cancelled and extinguished.

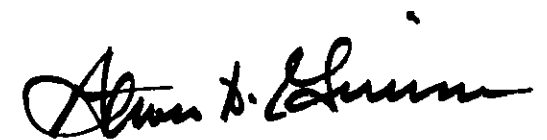
10 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant, Bank of  
11 America, N.A., or its predecessors and/or assignees do not have any estate, right, title, lien or interest  
12 in or to the Subject Property or any part of the Subject Property.

13 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that there is no just reason  
14 for delay of entry of final judgment and final judgment is entered pursuant to Rule 54 of the Nevada  
15 Rules of Civil Procedure.

16 DONE AND DATED this 13 day of October, 2015.

17  JOANNA S. KISHNER  
18 DISTRICT COURT JUDGE

19  
20 Respectfully submitted by:  
21   
22 JOSEPH Y. HONG, ESQ.  
23 Nevada Bar No. 5995  
24 10781 W. Twain Ave.  
25 Las Vegas, Nevada 89135  
26 Attorney for Plaintiff  
27  
28



CLERK OF THE COURT

1 **MSUB**  
2 **WRIGHT, FINLAY & ZAK, LLP**  
3 Edgar C. Smith, Esq.  
4 Nevada Bar No. 5506  
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7 (702) 475-7964; Fax: (702) 946-1345  
8 esmith@wrightlegal.net  
9 *Attorneys for Proposed Defendant in Intervention, Nationstar Mortgage, LLC*

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 **JIMIACK IRREVOCABLE TRUST,**

10 **Plaintiff,**

11 **vs.**

12 **BANKOF AMERICA, N.A., SUN CITY**  
13 **ANTHEM COMMUNITY ASSOCIATION**  
14 **INC.,**

15 **Defendants.**

Case No.: A-15-720032-C  
Dept. No.: XXXI

**MOTION TO SUBSTITUTE PARTY,  
INTERVENE AND SET ASIDE DEFAULT  
JUDGMENT**

16 COMES NOW, Proposed Intervenor Nationstar Mortgage, LLC (hereinafter,  
17 “Nationstar”), by and through its attorney of record, Edgar C. Smith, Esq., of the law firm of  
18 Wright, Finlay & Zak, LLP, and moves this Court pursuant to Nev. R. Civ P. Rule 25 to  
19 substitute into this action as the defendant, in lieu of Defendant Bank of America, N.A.  
20 Nationstar is the successor in interest to Bank of American, N.A. and the real party in interest  
21 and as such should have been named as a defendant, and now should be granted the right to  
22 intervene. Nationstar also moves the Court to Set Aside the Default Judgment entered against  
23 Bank of America on October 16, 2015 and permit Nationstar to file a response to the Complaint  
24 pursuant to Nev. R. Civ. P. Rule 60(b).

25 ///

26 ///

27 ///

28 ///

1 This Motion is made and based upon the attached Memorandum of Points and  
2 Authorities, pleadings and papers on file herein, and any oral argument as the Court may deem  
3 necessary.

4 DATED this 12<sup>th</sup> day of April 2016.

5 WRIGHT, FINLAY & ZAK, LLP

6  
7 /s/ Edgar C. Smith, Esq.

8 Edgar C. Smith, Esq.

9 Nevada Bar No. 05506

10 7785 W. Sahara Ave., Suite 200

11 Las Vegas, Nevada 89117

12 *Attorneys for Proposed Defendant Nationstar  
Mortgage, LLC*

13 **NOTICE OF MOTION**

14 PLEASE TAKE NOTICE that the undersigned will bring the **MOTION TO**  
15 **SUBSTITUTE PARTY, INTERVENE, AND SET ASIDE DEFAULT JUDGMENT** on the  
16 17 day of May, 2016, at the hour of 9:00a.m., or as soon thereafter as counsel  
17 may be heard.

18 DATED this 12<sup>th</sup> day of April 2016.

19 WRIGHT, FINLAY & ZAK, LLP

20 /s/ Edgar C. Smith, Esq.

21 Edgar C. Smith, Esq.

22 Nevada Bar No. 05506

23 7785 W. Sahara Ave., Suite 200

24 Las Vegas, Nevada 89117

25 *Attorneys for Proposed Defendant Nationstar  
Mortgage, LLC*

26 ///

27 ///

28 ///

///

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Nationstar seeks relief from this Court to intervene as the real party in interest, and to set  
4 aside the default judgment against Bank of America, N.A., insofar as that judgment would  
5 preclude Nationstar from defending this action. Cause exists to do so because public records  
6 showed that Nationstar was the beneficiary of the deed of trust at issue before the foreclosure  
7 sale, and when this suit was filed. Plaintiff nevertheless failed to join Nationstar as a defendant.  
8 In contrast, Bank of America, N.A. had no interest to defend when suit was filed.

9 This case involves the validity of a homeowner's association foreclosure sale. Plaintiff  
10 Jimijack Irrevocable Trust is the successor-in-interest of an entity that purchased the property at  
11 the HOA foreclosure sale. It filed the instant action seeking quiet title in its favor against all  
12 other claimants. There is no dispute that Nationstar was the beneficiary of record when Jimijack  
13 Irrevocable Trust filed suit, a fact readily discoverable through search of online records in the  
14 Clark County Recorder's Office. Plaintiff failed to investigate the facts and circumstances  
15 surrounding the state of title when Plaintiff filed suit.

16 Nationstar also asks the Court set aside the Default Judgment entered against BANA in  
17 October 2015, pursuant to NRCP 60(b). The case was not decided on the merits, and Nationstar  
18 submits that Jimijack failed to disclose material facts to the Court when judgment was entered –  
19 namely, that Bank of America, N.A. had assigned the deed of trust to Nationstar in November  
20 2014 so that Bank of America, N.A. had no reason to contest entry of judgment. Nationstar has  
21 meritorious defenses to the HOA sale, and Plaintiff will not be prejudiced if the Default  
22 Judgment is set aside.

23 **II. STATEMENT OF FACTS**

24 The real property is a residence commonly known as 2763 White Sage Drive,  
25 Henderson, NV, 89052, APN No. 191-13-811-052 (hereinafter "Property"). Nationstar is the  
26 beneficiary under the Deed of Trust signed by Gordon B. Hansen (hereinafter "Hansen"),  
27 recorded on July 22, 2004 (hereinafter "Deed of Trust"), and which encumbers the Property and  
28 secures repayment of a promissory note.

1 The Deed of Trust executed by Hansen identified Western Thrift & Loan as the lender,  
2 Joan H. Anderson as the trustee, and MERS as the beneficiary and secured a loan in the amount  
3 of \$436,000.00 (hereinafter the "Hansen Loan").<sup>1</sup> On December 1, 2014, a Corporate  
4 Assignment of Deed of Trust was recorded conveying to Nationstar the beneficial interest under  
5 the Deed of Trust.<sup>2</sup>

6 Public records show that on December 14, 2012, a Notice of Delinquent Assessment  
7 Lien was recorded against the Property by Red Rock Financial Services (hereinafter "HOA  
8 Trustee") on behalf of the Sun City Anthem Community Association (hereinafter the "HOA").<sup>3</sup>  
9 Public records show that on April 8, 2013, a Notice of Default and Election to Sell Pursuant to  
10 the Lien for Delinquent Assessment was recorded against the Property by the HOA Trustee on  
11 behalf of the HOA.<sup>4</sup>

12 On or about April 30, 2013, Nationstar's predecessor-in-interest, through prior counsel  
13 Miles, Bauer, Bergstrom & Winters, LLP (hereinafter, "MBBW"), requested a current HOA  
14 super priority lien payoff demand and account ledger from the HOA Trustee.

15 Based on the information provided by the HOA Trustee, on or about May 8, 2013,  
16 MBBW, on behalf of BANA, delivered a check to the HOA Trustee for \$825.00. This amount  
17 represented MBBW's calculation of the super priority portion of the lien the HOA was claiming  
18 against the Property. The HOA and HOA Trustee rejected the funds tendered by BANA without  
19 comment.

20 Public records show that on February 12, 2014, a Notice of Foreclosure Sale was  
21 recorded against the Property by the HOA Trustee on behalf of the HOA.<sup>5</sup> Pursuant to the  
22 Notice of Default and Election to Sell, a non-judicial foreclosure sale occurred on August 15,  
23

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24 <sup>1</sup> A true and correct copy of the Deed of Trust recorded in the Clark County Recorder's Office  
as Book and Instrument Number 20040722-0003507, is attached hereto as **Exhibit 1**.

25 <sup>2</sup> A true and correct copy of the Corporate Assignment of Deed of Trust recorded as Book and  
Instrument Number 20141201-0000518 on December 1, 2014, is attached hereto as **Exhibit 2**.

26 <sup>3</sup> A true and correct copy of the Lien for Delinquent Assessments recorded as Book and  
Instrument Number 201212140001338 on December 14, 2012, is attached hereto as **Exhibit 3**.

27 <sup>4</sup> A true and correct copy of the Notice of Default and Election to Sell recorded as Book and  
Instrument Number 201304080001087 on April 8, 2013, is attached hereto as **Exhibit 4**.

28 <sup>5</sup> A true and correct copy of the Notice of Foreclosure Sale recorded as Book and Instrument  
Number 201402120001527 on February 12, 2014, is attached hereto as **Exhibit 5**.

1 2014 (hereinafter the “HOA Sale”). Red Rock Financial Services issued a foreclosure deed to  
2 Opportunity Homes, LLC (“Buyer”), whereby Buyer acquired its interest, in the Property for  
3 \$63,100.00. The Foreclosure Deed was recorded August 22, 2014.<sup>6</sup>

4 Opportunity Homes, LLC conveyed title to Plaintiff via Deed recorded on June 9, 2015.  
5 Plaintiff in turn filed the instant quiet title lawsuit a week later on June 16, 2015. At that point in  
6 time, the assignment of the Deed of Trust had been of record for more than six (6) months.  
7 Based on the Court Docket, a Default Judgment was entered against BANA on October 16,  
8 2015. The docket does not show any record of the filing or service of a Notice of Entry of  
9 Default Judgment.

### 10 **III. MOTION TO SUBSTITUTE NATIONSTAR AS A PARTY IN LIEU OF BANA**

11 N.R.C.P. 25 permits a person to make a motion to substitute party in the “case of any  
12 transfer of interest.” N.R.C.P. Rule 25(c). In these circumstances, “the action may be continued  
13 by or against the original party, unless the court upon motion directs the person to whom the  
14 interest is transferred to be substituted in the action or joined with the original party.” *Id.* The  
15 Rule does not require substitution, and the action can continue in the name of the original party.  
16 However, application of N.R.C.P. 25 is generally within the trial court’s discretion. See Moseley  
17 v. Eighth Judicial Dist. Court of Nev., 124 Nev. 654, 188 P.3d 1136 (2008).

18 Nationstar is the real party in interest, and should be permitted to substitute into the case  
19 in lieu of BANA pursuant to Rule 25. BANA’s interest in the Property transferred to Nationstar  
20 in November 2014, six (6) months before Plaintiff filed the instant lawsuit and more so since the  
21 sale date. Nationstar has a direct and substantial interest in the case due to the Complaint seeking  
22 a judicial determination that Nationstar’s secured interest was extinguished by the HOA Sale. As  
23 the current beneficiary of the Deed of Trust and BANA’s successor-in-interest, Nationstar should  
24 be afforded the opportunity to protect its rights in the Property in light of the Plaintiff’s claims.

25 The Court should grant Nationstar’s request to substitute into the case in lieu of BANA as  
26 no reason exists for BANA continued involvement in this litigation.

---

27  
28 <sup>6</sup> A true and correct copy of the Foreclosure Deed recorded as Book and Instrument Number  
20140822-0002548 on November 18, 2013, is attached hereto as **Exhibit 6**.

1           **IV.     MOTION TO INTERVENE IN THE ALTERNATIVE**

2           In the alternative, in the event the Court does not believe substitution appropriate,  
3 Nationstar requests the right to intervene in the action. NRS 12.130 provides in pertinent part  
4 that a person may intervene in an action when they have an interest in the matter in litigation:

5           (a) Before the trial, any person may intervene in an action or proceeding, who has an  
6 interest in the matter in litigation, in the success of either of the parties, or an interest  
7 against both.

8           (b) An intervention takes place when a third person is permitted to become a party to an  
9 action or proceeding between other persons, either by joining the plaintiff in claiming  
10 what is sought by the complaint, or by uniting with the defendant in resisting the claims  
11 of the plaintiff, or by demanding anything adversely to both the plaintiff and the  
12 defendant.

13           (c) Intervention is made as provided by the Nevada Rules of Civil Procedure.

14           In connection with NRS 12.130, N.R.C.P. Rule 24 provides the mechanism by which a  
15 person may intervene:

16           **(a) Intervention of Right.** Upon timely application anyone shall be permitted to  
17 intervene in an action: (1) when a statute confers an unconditional right to intervene; or  
18 (2) when the applicant claims an interest relating to the property or transaction which is  
19 the subject of the action and the applicant is so situated that the disposition of the action  
20 may as a practical matter impair or impede the applicant’s ability to protect that interest,  
21 unless the applicant’s interest is adequately represented by existing parties.

22           [As amended; effective January 1, 2005.]

23           \*\*\*

24           **(c) Procedure.** A person desiring to intervene shall serve a motion to intervene upon  
25 the parties as provided in Rule 5. The motion shall state the grounds therefor and shall be  
26 accompanied by a pleading setting forth the claim or defense for which intervention is  
27 sought. The same procedure shall be followed when a statute gives a right to intervene.

28           Here, Nationstar is a necessary party to the litigation and has a direct and substantial  
interest in the case due to the Complaint seeking a judicial determination that Nationstar’s  
secured interest was extinguished by the HOA Sale. See N.R.C.P. Rule 19(a)(2)(i) (a person is  
necessary if “the person claims an interest relating to the subject of the action and is so situated  
that the disposition of the action in the person's absence may as a practical matter impair or  
impede the person’s ability to protect that interest.”); see also Johnson Investments Ltd. P’ship v.  
Laub, 124 Nev. 1482, 238 P.3d 827 (2008) (judicial determination of property interest would  
impact lot owners rights as necessary parties). No other party in the case can adequately  
represent Nationstar’s interest. BANA has failed to respond to the Complaint and is not the

1 current holder of the secured interest threatened by the claims stated in the Complaint.  
2 Accordingly, Nationstar is entitled to intervene to have its interest adjudicated by the Court in  
3 accordance with Nevada law.

4 Nationstar is, and at all relevant times was, the beneficiary of record under the Hansen  
5 Loan pursuant to the recorded Assignment; therefore, if Plaintiff succeeds on its Complaint,  
6 Nationstar's secured interest will be extinguished by the HOA Sale without providing Nationstar  
7 due process to protect its property interests. Due Process compels that Nationstar be permitted to  
8 intervene or substitute as the real party in interest.

9 This motion is brought timely. The Nevada Supreme Court has held that "the timeliness  
10 of a motion to intervene pursuant to N.R.C.P. 24 is a matter within the sound discretion of the  
11 district court." Dangberg Holdings Nevada, L.L.C. v. Douglas Cnty. & its Bd. of Cnty.  
12 Comm'rs, 115 Nev. 129, 141, 978 P.2d 311, 318 (1999) (citing Lawler v. Ginochio, 94 Nev. 623,  
13 626, 584 P.2d 667, 668 (1978)). "The most important question to be resolved in the  
14 determination of the timeliness of an application for intervention is not the length of the delay by  
15 the intervenor but the extent of prejudice to the rights of existing parties resulting from the  
16 delay." Id. (quoting Lawler at 626, 584 P.2d at 669).

17 Because Plaintiff should have known of Nationstar's interest, but failed to name  
18 Nationstar as a defendant, Plaintiff should not be permitted to complain about any delay.  
19 Nationstar only recently discovered this litigation. (See Declaration of Edgar C. Smith filed  
20 concurrently herewith.) Several attempts were made to stipulate to the relief sought, but  
21 Plaintiff's counsel was nonresponsive. The docket indicates this case is in its early stages; no  
22 case conference has been conducted, and no discovery deadlines have been set in the case. In  
23 addition, no Notice of Entry of Default Judgment was ever filed or served, thus tolling the time  
24 to seek relief. Therefore, no prejudice exists to any party in the case if the Court grants the  
25 motion.

26 Since Nationstar is a necessary in the case and its secured interest is substantially affected  
27 by the instant case, Nationstar respectfully requests that it be allowed to intervene and participate  
28 in the case.



1                   **V.       GOOD CAUSE EXISTS TO SET ASIDE THE DEFAULT JUDGMENT**

2                   Nationstar also requests that the Court set aside the Default Judgment entered against  
3 BANA on October 16, 2015. The basic underlying policy of Nevada law is to have each case  
4 decided upon the merits. See Hotel Last Frontier Corp. v. Frontier Properties, Inc., 79 Nev. 150,  
5 155, 380 P.2d 293, 295 (1963). Good cause exists to set aside the Default Judgment entered  
6 against BANA pursuant to Nevada Rules of Civil Procedure Rule 60(b).

7                   NRCPC 60(b) states that “On motion and upon such terms as are just, the court may relieve  
8 a party or a party’s legal representative from a final judgment, order, or proceeding”. The phrase  
9 “good cause shown” includes mistake, inadvertence, surprise, and excusable neglect. Hotel Last  
10 Frontier v. Frontier Properties, 79 Nev. 150, 154, 380 P.2d 293 (1963); Nahas v. Nahas, 59 Nev.  
11 227, 92 P.2d 718 (1939); and Blundin v. Blundin, 38 Nev. 212, 147, p. 1083 (1915).

12                   To determine “good cause”, a court must “consider three factors: (1) whether [the party  
13 seeking to set aside the default engaged in culpable conduct that led to the default; (2) whether  
14 [it] had [no] meritorious defense; or (3) whether reopening the default judgment would  
15 prejudice” the other party. U.S. v. Signed Personal Check No. 730 of Yubran S. Mesle, 615 F.3d  
16 1085, 1091 (9th Cir. 2010); citing Franchise Holding II v. Huntington Rests, Group, Inc., 375  
17 F.3d 922, 925-26 (9th Cir. 2004). This standard, which is similar to the standard to determine  
18 whether a default judgment should be set aside under Rule 60(b), is disjunctive, such that a  
19 finding that any one of these factors is true is sufficient reason for the district court to refuse to  
20 set aside the default. *Id.*

21                   Crucially, however, “judgment by default is a drastic step appropriate only in extreme  
22 circumstances; a case should, whenever possible, be decided on the merits.” Falk v. Allen, 739  
23 F.2d 461, 463 (9th Cir. 1984); see also, Latshaw v. Trainer Wortham & Co., Inc., 452 F.3d 1097,  
24 1103 (9th Cir. 2006); Speiser, Krause & Madole P.C. v. Ortiz, 271 F.3d 884, 890 (9th Cir. 2001);  
25 TCI Group Life Insurance Plan v. Knoebber, 244 F.3d 691 (9th Cir. 1984).

26                   **1. Nationstar’s Conduct Was Not Culpable.**

27                   “[A] Defendant's conduct is culpable if he has received actual or constructive notice of  
28 the filing of the action and *intentionally* failed to answer.” TCI Group, 244 F.3d at 697  
(emphasis in original) (quoting Alan Neuman Productions, Inc. v. Albright, 862 F.2d 1388, 1392

1 (9th Cir.1988)); see also Meadows v. Dominican Republic, 817 F.2d 517, 521 (9th Cir.1987)  
2 (defendant “intentionally declined” service).

3 The term “intentionally” means that a movant cannot be treated as culpable simply for  
4 having made a conscious choice not to answer. Rather, to treat a failure to answer as culpable,  
5 the movant must have acted with bad faith, such as an “intention to take advantage of the  
6 opposing party, interfere with judicial decision-making, or otherwise manipulate the legal  
7 process.” TCI Group, 244 F.3d at 697. “[D]efendant's conduct was culpable for purposes of the  
8 [good cause] factors where there is no explanation of the default inconsistent with a devious,  
9 deliberate, willful, or bad faith failure to respond.” *Id.*, at 698. “[S]imple carelessness is not  
10 sufficient to treat a negligent failure to reply as inexcusable, at least without a demonstration that  
11 other equitable factors, such as prejudice, weigh heavily in favor of denial of the motion to set  
12 aside a default.” *Id.*, at 696–97; see also Lemoge v. United States, 587 F.3d 1188, 1192 (9th Cir.  
13 2009). To infer bad faith, the Courts should look to “intention to take advantage of the opposing  
14 party, interfere with judicial decision-making, or otherwise manipulate the legal process.” TCI  
15 Group, 244 F.3d at 697.

16 Nationstar was unaware of this suit, the Plaintiff having intentionally omitted Nationstar  
17 as a named defendant. Nationstar submits this is sufficient to establish “surprise.” If served with  
18 the summons and complaint, Nationstar would have timely and purposefully provided a defense  
19 to the claims. Accordingly, Nationstar never *intentionally* failed to respond. Nationstar fully  
20 intends to answer the Complaint and pursue this matter on the merits.

21 Therefore, Nationstar would request the Court set aside the Default Judgment because it  
22 has shown good cause for excusable neglect, it denies the allegations in the Complaint, and it  
23 intends to defend against the Complaint without further delay in this case by filing an answer.

## 24 **2. Nationstar Has A Meritorious Defense.**

25 “A Defendant seeking to vacate a default judgment must present specific facts that would  
26 constitute a defense. But the burden on a party seeking to vacate a default judgment is not  
27 extraordinarily heavy.” TCI Group, 244 F.3d at 700 (citations omitted); See also, Sealed Unit  
28 Parts Company, Inc. v. Alpha Gamma Chapter of Gamma Phi Beta Sorority Inc., 99 Nev. 641,

1 642, 668 P.2d 288, 289 (1983); Jenkins v. Goldwater, 84 Nev. 422, 424, 442 P.2d 897, 899  
2 (1971) (the tendering of a responsive pleading which, if true, would tend to establish such a  
3 defense is sufficient to satisfy this requirement). All that is necessary to satisfy the “meritorious  
4 defense” requirement is to allege sufficient facts that, if true, would constitute a defense: “the  
5 question whether the factual allegation [i]s true” is not to be determined by the court when it  
6 decides the motion to set aside the default. TCI Group, 244 F.3d at 700. Rather, that question  
7 “would be the subject of the later litigation.” *Id.*

8 Nationstar has responsible and solid defenses to the quiet title action. Numerous fact and  
9 legal issues attend these cases at this stage, given the lack of guidance from the Nevada Supreme  
10 Court in the wake of the *SFR* decision. Nationstar submits that, on a fact basis, the question of  
11 whether BANA’s actions in tendering the estimated super priority amount raises a legal issue as  
12 to whether the tender, albeit unaccepted, accomplished its purpose.

13 The recent Nevada Supreme Court Decision, Shadow Wood Homeowners Association,  
14 Inc.; and Gogo Way Trust v. New York Community Bancorp, Inc., 132 Nev. Adv. Op. 5 (Jan.  
15 28, 2016) (hereinafter “Shadow Wood”), establishes the standing of Nationstar to assert a  
16 wrongful foreclosure and various tort claims challenging the HOA Sale under these  
17 circumstances. The Shadow Wood decision underscores the Court’s preference to have the trial  
18 court consider all of the surrounding circumstances in evaluating an equitable attack upon a  
19 foreclosure sale.

20 For all of these reasons, the default judgment against BANA should not preclude  
21 Nationstar from asserting its claims. The default judgment should be set aside, and Nationstar  
22 permitted to defend on the merits.

### 23 **3. Plaintiff Will Not Be Prejudiced If the Default Is Set Aside In The Case.**

24 The actions of Nationstar qualify as “good cause” to set aside the default judgment, for  
25 the delay in response was based on surprise, mistake and excusable neglect, and Plaintiff will not  
26 suffer any prejudice if the Court sets aside the Judgment. As the Court in U.S. v. Signed  
27 Personal Check No. 730 of Yubran S. Mesle, stated “[s]imple carelessness is not sufficient to  
28 treat a negligent failure to reply as inexcusable, at least without a demonstration that other

1 equitable factors, such as prejudice, weigh heavily in favor of denial of the motion to set aside a  
2 default.” 615 F.3d at 1092-93. “To be prejudicial, the setting aside of a judgment must result in  
3 greater harm than simply delaying resolution of the case.” TCI Group, 244 F.3d at 701.

4 Here, Plaintiff will not be prejudiced if the Judgment is set aside, because Plaintiff has  
5 suffered no loss or damages as a result of the alleged conduct by Nationstar. And, indeed, if  
6 Nationstar had been correctly named as a defendant in the Complaint, it would have timely  
7 responded to the allegations. Upon learning about the Default Judgment for the first time on  
8 March 17, 2016, Nationstar’s counsel immediately attempted to contact Plaintiff’s counsel to  
9 inquire about a stipulation allowing the relief sought in this Motion. (See Declaration of Ed  
10 Smith filed concurrently herewith.) However, despite repeated attempts, Plaintiff’s counsel never  
11 responded, necessitating the instant Motion. Nationstar has filed its Motion to Set Aside Default  
12 within a reasonable time after discovering the Order only a few weeks ago.

13 As previously stated, Nevada has long followed the rule that it is better to determine a  
14 matter on the merits than to decide a case on a technical error of the opponent. Howe v. Coldren,  
15 4 Nev. 171, 174 (1868). Other Nevada courts have followed this same thinking. In the case of  
16 Hotel Last Frontier v. Frontier Property, 79 Nev. 150, 380 P.2d 293 (1963), the Nevada Supreme  
17 Court said, “Finally, we mention, as a proper guide to the exercise of discretion, the basic  
18 underlying policy to have each case decided on its merits. In the normal course of events, justice  
19 is best served by such a policy.”

20 Nationstar has demonstrated good cause to set aside the Default Judgment. Nationstar  
21 did not delay in seeking relief from the Judgment. Nationstar intends to defend this action and  
22 seek an adjudication on the merits of the Complaint. This matter should be heard on the merits,  
23 for Nationstar denies the allegations and intends to defend against this action without further  
24 delay in the case.

25 Therefore, Nationstar’s Motion to Set Aside the Default Judgment should be granted.  
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**VI. CONCLUSION**

Based upon the foregoing, Nationstar respectfully requests that the Court allow it to substitute into the case and/or intervene and then set aside the Judgment by Default. Nationstar further requests the Court grant it at least 20 days to respond to the Complaint.

DATED this 12<sup>th</sup> day of April, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.  
Edgar C. Smith, Esq.  
Nevada Bar No. 5506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
*Attorneys for Proposed Defendant, Nationstar Mortgage, LLC*

**AFFIRMATION**

Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **MOTION TO SUBSTITUTE PARTY, INTERVENE, AND SET ASIDE DEFAULT JUDGMENT** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 12<sup>th</sup> day of April, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.  
Edgar C. Smith, Esq.  
Nevada Bar No. 05506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorneys for Plaintiff, Nationstar Mortgage, LLC*

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 12<sup>th</sup> day of April, 2016, I did cause a true copy of **MOTION TO SUBSTITUTE PARTY, INTERVENE, AND SET ASIDE DEFAULT JUDGMENT** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9, and/or by depositing a true and correct copy in the United States Mail, addressed as follows:

Joseph Y. Hong, Esq.  
Hong & Hong, APLC  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorney for Plaintiffs*

/s/ Allison Zason  
An Employee of WRIGHT, FINLAY & ZAK, LLP

**Exhibit 1**

**Exhibit 1**

**Exhibit 1**



20040722-0003507

Fee \$30.00  
07/22/2004 13 32 20 T20040065780  
Rec. LAND TITLE OF NEVADA  
Frances Deane  
Clark County Recorder Pgs. 17

24



After Recording Return To:  
FLAGSTAR BANK  
5151 CORPORATE DRIVE  
TROY, MI 48098  
FINAL DOCUMENTS, MAIL STOP W-530-3

MAIL TAX STATEMENT TO: WESTERN THRIFT & LOAN  
1101 W MOANA, SUITE 2, RENO, NV 89509.

APN #: 191-13-811-052

4040722-0003507

[Space Above This Line For Recording Date]

**DEED OF TRUST**

V1 WBCD LOAN # 500185232

MIN 100052550018523257

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 15, 2004, together with all Riders to this document.

(B) "Borrower" is GORDON B. HANSEN, An Unmarried Man.

Borrower is the trustor under this Security Instrument.

Initials: *GBH*

NEVADA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
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V1 WBCD LOAN # 500185232

(C) "Lender" is WESTERN THRIFT & LOAN.

Lender is a **FEDERALLY CHARTERED SAVINGS BANK**,  
under the laws of **NEVADA**.  
1101 W MOANA, SUITE 2RENO, NV 89509.

organized and existing  
Lender's address is

(D) "Trustee" is JOAN H. ANDERSON.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **JULY 15, 2004**.  
The Note states that Borrower owes Lender \*\*\*\*\***FOUR HUNDRED THIRTY SIX THOUSAND AND NO/100**\*\*\*\*\*  
\*\*\*\*\* Dollars (U.S. **\$436,000.00** ) plus interest.  
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **AUGUST 1, 2034**.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

Initials: JBH

V1 WBCD LOAN # 500185232

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY

[Type of Recording Jurisdiction] of Clark [Name of Recording Jurisdiction]:

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.  
APN #: 191-13-811-052

which currently has the address of 2763 White Sage Dr, Henderson,

[Street] [City]

Nevada 89052 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Initials: *[Handwritten Signature]*

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

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**V1 WBCD LOAN # 500185232**

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.


Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of

Initials: 

**V1 WBCD LOAN # 500185232**

Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contacts the lien

Initials: 

**V1 WBCD LOAN # 500185232**

in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole

Initials: *[Signature]*

V1 WBCD LOAN # 500185232

obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying

Initials: 

V1 WBCD LOAN # 500185232

reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the note, another insurer, any reinsurer, any other entity, or affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement

Initials: *[Signature]*

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provided that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened, During such repair and restoration period. Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's

Initials: *[Signature]*



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interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

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NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

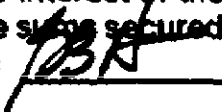
**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured

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by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat

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VI WBCD LOAN # 500185232

of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$/A.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

*Gordon Hansen* (Seal)  
GORDON HANSEN

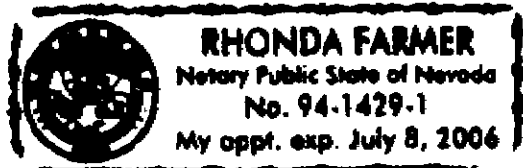
State of NEVADA  
County of CLARK

This instrument was acknowledged before me on JULY 16, 2004 (date)  
by Gordon Hansen

\_\_\_\_\_  
(name(s) of person(s)).

(Seal, if any)

*Rhonda Farmer*  
(Signature of notarial officer)



Title (and rank): NOTARY PUBLIC

V1 WBCD LOAN # 500185232  
MIN: 100052550018523257

**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of JULY, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 2763 White Sage Dr, Henderson, NV 89052.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").  
The Property is a part of a planned unit development known as sun city anthem

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire hazards

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included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3100 1/01

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

V1 WBCD LOAN # 500185232

  
\_\_\_\_\_  
GORDON HANSEN (Seal)

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

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AA 000042



**Exhibit 2**

**Exhibit 2**

**Exhibit 2**

(2)

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:  
Nationstar MortgageWhen Recorded Return To:  
DOCUMENT ADMINISTRATION  
Nationstar Mortgage  
2617 COLLEGE PARK  
SCOTTSBLUFF, NE 69361

Inst #: 20141201-0000518

Fees: \$18.00

N/C Fee: \$0.00

12/01/2014 09:00:43 AM

Receipt #: 2235133

Requestor:

NATIONSTAR MORTGAGE

Recorded By: SAO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

**CORPORATE ASSIGNMENT OF DEED OF TRUST**

Clark, Nevada

SELLER'S SERVICING #:0618315261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: October 23rd, 2014

Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT &amp; LOAN

Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: 20040722 as Instrument No.: 0003507 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 191-13-811-052

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said  
\*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NATT01NATNA00000000000000521839\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT

On 10/24/14

By: *Nisha Dietrich*  
Nisha Dietrich  
Assistant Secretary

STATE OF Nebraska  
COUNTY OF Scotts Bluff

On 10-24-2014, before me, Traci J Garton,  
a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared  
Nisha Dietrich, Assistant Secretary, personally known to me (or proved to me on  
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity, and that by his/her/their signature on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

*Traci J Garton*  
Traci J Garton  
Notary Expires: 10/25/2016



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV  
89052

\*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NATT01NATNA00000000000000521839\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

**Exhibit 3**

**Exhibit 3**

**Exhibit 3**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inst #: 201212140001338  
Fees: \$17.00  
N/C Fee: \$0.00  
12/14/2012 09:37:58 AM  
Receipt #: 1421501  
Requestor:  
NORTH AMERICAN TITLE COMPAN  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**Accommodation**

**LIEN FOR DELINQUENT ASSESSMENTS**

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

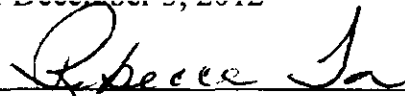
**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:  
2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

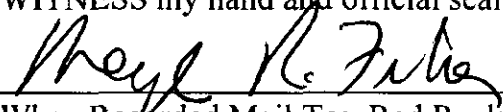
Current Owner(s) of Record:  
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

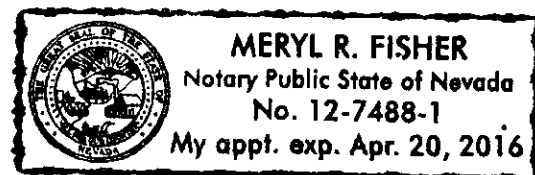
**The amount owing as of the date of preparation of this lien is \*\*\$925.76.**  
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.  
\*\* The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: December 5, 2012

  
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )  
On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
  
When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



**Exhibit 4**

**Exhibit 4**

**Exhibit 4**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052  
Title Order Number: 39334 *RS*

Inst #: 201304080001087  
Fees: \$17.00  
N/C Fee: \$0.00  
04/08/2013 09:51:05 AM  
Receipt #: 1565431  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: MAT Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE LIEN FOR DELINQUENT ASSESSMENTS**

◆ IMPORTANT NOTICE ◆

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of April 4, 2013, the amount owed is \$2,752.66. This amount will continue to increase until paid in full.

*Eungel Watson*  
Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

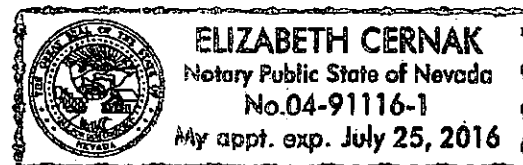
Dated: April 4, 2013

STATE OF NEVADA )  
COUNTY OF CLARK )

On April 4, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Elizabeth Cernak*  
When Recorded Red Rock Financial Services  
Mail To: 4775 W. Teco Avenue, Suite 140  
Las Vegas, Nevada 89118  
702-932-6887



**Exhibit 5**

**Exhibit 5**

**Exhibit 5**



Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Inst #: 201402120001527  
Fees: \$18.00  
N/C Fee: \$0.00  
02/12/2014 09:06:29 AM  
Receipt #: 1930419  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: MAT Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF FORECLOSURE SALE**  
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.**

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.


**NOTICE IS HEREBY GIVEN:** That on **03/07/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$5,081.45** as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.


Dated: February 11, 2014

  
Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA            )  
COUNTY OF CLARK         )

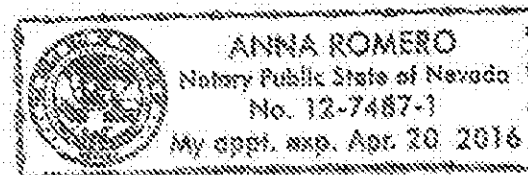
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



**Reinstatement Information:** (702) 483-2996 or **Sale Information:** (714) 573-7777

When Recorded Mail To:  
Red Rock Financial Services  
4775 W. Teco Avenue, Suite 140  
Las Vegas, Nevada 89118  
(702) 483-2996 or (702) 932-6887



**Exhibit 6**

**Exhibit 6**

**Exhibit 6**

3-1

Mail and Return Tax statement to:  
Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1805.40 Ex: #  
08/22/2014 09:53:30 AM  
Receipt #: 2130155  
Requestor:  
OPPORTUNITY HOMES LLC  
Recorded By: SOL Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## FORECLOSURE DEED

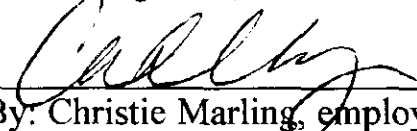
The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as **2763 White Sage Dr Henderson, NV 89052.**

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on **08/15/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$63,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.


Dated: August 18, 2014

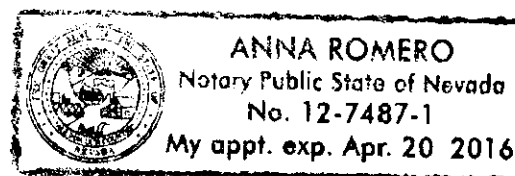
  
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





When Recorded Mail To: Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

# STATE OF NEVADA DECLARATION OF VALUE

### 1. Assessor Parcel Number (s)

- a) 191-13-811-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

### 2. Type of Property:

- |                             |              |  |                 |
|-----------------------------|--------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land  | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/>            | 2-4 Plex        |
| e) <input type="checkbox"/> | Apt. Bldg.   | f) <input type="checkbox"/>            | Comm'l/Ind'l    |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/>            | Mobile Home     |
| i) <input type="checkbox"/> | Other        |  |                 |

<b>FOR RECORDERS OPTIONAL USE ONLY</b>
Notes: <u>  H  </u>

### 3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 63,100.<sup>00</sup>

Transfer Tax Value: \$ 353,529.<sup>00</sup>

Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40  $\nabla$

### 4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *[Handwritten Signature]* Capacity AGENT

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

### SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services

Address: 4775 West Teco Ave #140

City: Las Vegas

State: NV Zip: 89118

### BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC

Address: 2657 Windmill Parkway, #145

City: Henderson

State: NV Zip: 89074

### COMPANY/PERSON REQUESTING RECORDING

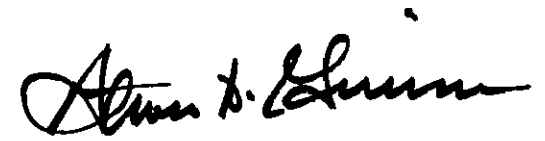
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)



CLERK OF THE COURT

1 **AACC**  
2 **WRIGHT, FINLAY & ZAK, LLP**  
3 Edgar C. Smith, Esq.  
4 Nevada Bar No. 5506  
5 7785 W. Sahara Ave., Suite 200  
6 Las Vegas, NV 89117  
7 (702) 475-7964; Fax: (702) 946-1345  
8 [esmith@wrightlegal.net](mailto:esmith@wrightlegal.net)  
9 *Attorneys for Defendant in Intervention, Nationstar Mortgage, LLC*

7 **DISTRICT COURT**  
8 **CLARK COUNTY, NEVADA**

9 **JOEL A. STOKES and SANDRA F. STOKES,**  
10 **as trustees of the JIMI JACK IRREVOCABLE**  
11 **TRUST,**

11 Plaintiffs,

12 vs.

13 **BANK OF AMERICA, N.A.; SUN CITY**  
14 **ANTHEM COMMUNITY ASSOCIATION,**  
15 **INC.; DOES I through X and ROE BUSINESS**  
16 **ENTITIES I through X, inclusive,**

17 Defendants.

18 **NATIONSTAR MORTGAGE, LLC,**

19 Counterclaimant,

20 vs.

21 **JIMI JACK IRREVOCABLE TRUST;**  
22 **OPPORTUNITY HOMES, LLC, a Nevada**  
23 **limited liability company; F. BONDURANT,**  
24 **LLC, a Nevada limited liability company;**  
25 **DOES I through X, inclusive; and ROE**  
26 **CORPORATIONS XI through XX, inclusive,**

27 Counter-Defendants.

Case No.: A-15-720032-C  
Dept. No.: XXXI

**DEFENDANT IN INTERVENTION**  
**NATIONSTAR MORTGAGE, LLC'S**  
**ANSWER TO PLAINTIFFS'**  
**COMPLAINT AND COUNTERCLAIM**

25 COMES NOW, Defendant in Intervention, Nationstar Mortgage, LLC (hereinafter  
26 "Nationstar" or "Defendant"), by and through its attorney of record, Edgar C. Smith, Esq. of the  
27 law firm of Wright, Finlay & Zak, LLP, and hereby submits its Answer to the Complaint filed by  
28

1 Plaintiffs, Joel A. Stokes and Sandra F. Stokes, as trustees of the JimiJack Irrevocable Trust as  
2 follows:

3       **1.**       Nationstar does not possess enough information to admit or deny the allegations  
4 in Paragraph 1 of the Complaint; therefore, Nationstar denies said allegations.

5       **2.**       Nationstar does not possess enough information to admit or deny the allegations  
6 in Paragraph 2 of the Complaint; therefore, Nationstar denies said allegations.

7       **3.**       Nationstar does not possess enough information to admit or deny the allegations  
8 in Paragraph 3 of the Complaint; therefore, Nationstar denies said allegations.

9       **4.**       Nationstar admits that public records show Plaintiffs are the current title holders  
10 of the Property, and that Opportunity Homes, LLC is identified as the Grantee on the Foreclosure  
11 Deed recorded after a Trustee's sale that occurred on or about August 15, 2014; however, as to  
12 the remaining allegations in Paragraph 4 of the Complaint, Nationstar does not possess enough  
13 information to admit or deny these allegations, and therefore denies them.

14       **5.**       Nationstar does not possess enough information to admit or deny the allegations  
15 in Paragraph 5 of the Complaint; therefore, Nationstar denies said allegations.

16       **6.**       In responding to the allegations in Paragraph 6 of the Complaint, Nationstar  
17 admits that BANA was the beneficiary of the deed of trust as further described herein and  
18 recorded against the title to the subject property, but denies that BANA was the beneficiary of  
19 the deed of trust when suit was filed, and that such information was known or should have been  
20 known to Plaintiffs and their counsel. Nationstar further avers that it was the beneficiary of  
21 record when the suit was commenced.

22       **7.**       Nationstar does not possess enough information to admit or deny the allegations  
23 in Paragraph 7 of the Complaint; therefore, Nationstar denies said allegations.

24       **8.**       Nationstar does not possess enough information to admit or deny the allegations  
25 in Paragraph 8 of the Complaint; therefore, Nationstar denies said allegations.

26       **9.**       Nationstar does not possess enough information to admit or deny the allegations  
27 in Paragraph 9 of the Complaint; therefore, Nationstar denies said allegations.

28 ///



1  
2 **FIRST CLAIM FOR RELIEF**  
**(QUIET TITLE AGAINST ALL DEFENDANTS)**

3 **10.** Answering Paragraph 10 of the Complaint, Nationstar hereby repeats, realleges  
4 and incorporates each of its admissions, denials, or other responses to all the paragraphs  
5 referenced hereinabove as if set forth at length and in full.

6 **11.** Nationstar denies the allegations in Paragraph 11 of the Complaint.

7 **12.** Nationstar admits that it is the current beneficiary of record under a Deed of Trust  
8 recorded in the Clark County Recorder's Office as Book and Instrument No. 20040722-0003507;  
9 however as to the remaining allegations in Paragraph 12, Nationstar does not possess enough  
10 information to admit or deny these allegations, and therefore denies them.

11 **13.** Nationstar admits that it is the current beneficiary of record under a Deed of Trust  
12 recorded in the Clark County Recorder's Office as Book and Instrument No. 20040722-0003507;  
13 however as to the remaining allegations in Paragraph 13 of the Complaint, Nationstar does not  
14 possess enough information to admit or deny these allegations, and therefore denies them.

15 **14.** Paragraph 14 of the Complaint states a request for relief to which no response is  
16 required. To the extent a response is required, Nationstar denies said allegations.

17 **15.** Nationstar admits that its claim of interest in the Property is adverse to Plaintiffs;  
18 however as to the remaining allegations in Paragraph 15 of the Complaint, Nationstar does not  
19 possess enough information to admit or deny these allegations, and therefore denies them.

20 **16.** Paragraph 16 of the Complaint states legal conclusions to which no response is  
21 required. To the extent a response is required, Nationstar does not possess enough information  
22 to admit or deny the allegations in Paragraph 16 of the Complaint; therefore, Nationstar denies  
23 said allegations.

24 **17.** Nationstar does not possess enough information to admit or deny the allegations  
25 in Paragraph 17 of the Complaint; therefore, Nationstar denies said allegations.

26 **18.** Paragraph 18 of the Complaint states a request for relief to which no response is  
27 required. To the extent a response is required, Nationstar denies said allegations.

28 ///

**SECOND CLAIM FOR RELIEF**  
**(CANCELLATION OF INSTRUMENTS AGAINST ALL DEFENDANTS)**

1  
2       **19.**     Answering Paragraph 19 of the Complaint, Nationstar hereby repeats, realleges  
3 and incorporates each of its admissions, denials, or other responses to all the paragraphs  
4 referenced hereinabove as if set forth at length and in full.

5       **20.**     Nationstar denies the allegations in Paragraph 20 of the Complaint to the extent  
6 they pertain and refer to Nationstar and the deed of trust.

7       **21.**     Nationstar does not possess enough information to admit or deny the allegations  
8 in Paragraph 21 of the Complaint; therefore, Nationstar denies said allegations.

9       **22.**     Paragraph 22 of the Complaint states a request for relief to which no response is  
10 required. To the extent a response is required, Nationstar denies said allegations.

11       **23.**     Paragraph 23 of the Complaint states a request for relief to which no response is  
12 required. To the extent a response is required, Nationstar denies said allegations.

**THIRD CLAIM FOR RELIEF**  
**(INJUNCTIVE RELIEF AGAINST DEFENDANT, BANA)**

13  
14  
15       **24.**     Answering Paragraph 24 of the Complaint, Nationstar hereby repeats, realleges  
16 and incorporates each of its admissions, denials, or other responses to all the paragraphs  
17 referenced hereinabove as if set forth at length and in full.

18       **25.**     Paragraph 25 of the Complaint is not directed at Nationstar; however to the extent  
19 a response is required; Nationstar denies said allegations.

20       **26.**     Paragraph 26 of the Complaint is not directed at Nationstar; however to the extent  
21 a response is required; Nationstar denies said allegations.

22       **27.**     Paragraph 27 of the Complaint is not directed at Nationstar; however to the extent  
23 a response is required; Nationstar denies said allegations.

24       **28.**     Paragraph 28 of the Complaint is not directed at Nationstar; however to the extent  
25 a response is required; Nationstar denies said allegations.

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**FOURTH CLAIM FOR RELIEF**  
**(BREACH OF CONTRACT AGAINST DEFENDANT, HOA)**

29. Answering Paragraph 29 of the Complaint, Nationstar hereby repeats, realleges and incorporates each of its admissions, denials, or other responses to all the paragraphs referenced hereinabove as if set forth at length and in full.

30. Paragraph 30 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

31. Paragraph 31 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

32. Paragraph 32 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

**FIFTH CLAIM FOR RELIEF**  
**(INDEMNIFICATION AGAINST DEFENDANT, HOA)**

33. Answering Paragraph 33 of the Complaint, Nationstar hereby repeats, realleges and incorporates each of its admissions, denials, or other responses to all the paragraphs referenced hereinabove as if set forth at length and in full.

34. Paragraph 34 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

35. Paragraph 35 of the Complaint is not directed at Nationstar; however to the extent a response is required; Nationstar denies said allegations.

**NATIONSTAR ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES:**

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

Plaintiffs' Complaint fails to state a claim against Nationstar upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

**(Priority)**

Plaintiffs took title of the Property subject to Nationstar's first priority Deed of Trust,

1 thereby forestalling any enjoinder/extinguishment of Nationstar's interest in the Property.

2 **THIRD AFFIRMATIVE DEFENSE**

3 **(Assumption of Risk)**

4 Plaintiffs, at all material times, calculated, knew and understood the risks inherent in the  
5 situations, actions, omissions, and transactions upon which they now base their various claims  
6 for relief, and with such knowledge, Plaintiffs undertook and thereby assumed such risks and is  
7 consequently barred from all recovery by such assumption of risk.

8 **FOURTH AFFIRMATIVE DEFENSE**

9 **(Commercial Reasonableness and Violation of Good Faith - NRS 116.1113)**

10 The HOA lien foreclosure sale by which Plaintiffs took their interest was commercially  
11 unreasonable if it eliminated Nationstar's Deed of Trust, as Plaintiffs contend. The sales price,  
12 when compared to the outstanding balance of Nationstar's Note and Deed of Trust and the fair  
13 market value of the Property, demonstrates that the sale was not conducted in good faith as a  
14 matter of law. The circumstances of sale of the property violated the HOA's obligation of good  
15 faith under NRS 116.1113 and duty to act in a commercially reasonable manner.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 **(Equitable Doctrines)**

18 Nationstar alleges that the Plaintiffs' claims are barred by the equitable doctrines of  
19 laches, unclean hands, and failure to do equity.

20 **SIXTH AFFIRMATIVE DEFENSE**

21 **(Acceptance)**

22 Nationstar asserts that any acceptance of any portion of the excess proceeds does not  
23 "satisfy" the amount due and owing on the Loan and would not constitute a waiver of its rights  
24 under the Loan and Deed of Trust, or statute.

25 **SEVENTH AFFIRMATIVE DEFENSE**

26 **(Waiver and Estoppel)**

27 Nationstar alleges that by reason of Plaintiffs' acts and omissions, Plaintiffs have waived  
28 their rights and are estopped from asserting their claims against Nationstar.

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**EIGHTH AFFIRMATIVE DEFENSE**

**(Void for Vagueness and Ambiguity)**

To the extent that Plaintiffs’ interpretation of NRS 116.3116 is accurate, the statute and Chapter 116 as a whole are void for vagueness and ambiguity.

**NINTH AFFIRMATIVE DEFENSE**

**(Due Process Violations)**

A senior deed of trust beneficiary, such as Nationstar, cannot be deprived of its property interest in violation of the Procedural Due Process Clause of the 5<sup>th</sup> and 14th Amendments of the United States Constitution and Article 1, Sec. 8, of the Nevada Constitution.

**TENTH AFFIRMATIVE DEFENSE**

**(Violation of Procedural Due Process)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Due Process Clause of the Nevada Constitution and United States Constitution, including for the reasons that the non-judicial foreclosure scheme of NRS 116.3116 et seq. violates due process rights because its “opt-in” notice provisions do not mandate that reasonable and affirmative steps be taken to give actual notice to lenders and other holders of recorded security interests prior to a deprivation of their property rights and because the statutes do not require the foreclosing party to take reasonable steps to ensure that actual notice is provided to interested parties who are reasonably ascertainable unless the interested party first requests notice.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Supremacy Clause)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Supremacy Clause of the United States Constitution.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Property Clause)**

The HOA sale is void or otherwise does not operate to extinguish the first Deed of Trust pursuant to the Property Clause of the United States Constitution.

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**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Non-retroactivity)**

SFR Investments Pool 1 v. U.S. Bank, 130 Nev. Adv. Op. 75, 334 P.3d 408 (2014), should not be applied retroactively to permit non-judicial foreclosure sales under NRS 116.3116 et seq. noticed or conducted before the holding was announced to operate to extinguish the Deed of Trust or render it subordinate to Plaintiffs' interest, if any.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Failure to Mitigate Damages)**

Nationstar alleges that the Plaintiffs' claims are barred in whole or in part because of the Plaintiffs' failure to take reasonable steps to mitigate the damages, if any, in this case.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Tender of Super-priority Lien)**

Nationstar alleges that an entity tendered payment of the super-priority portion of the HOA liens to the HOA and/or its agents and therefore discharged the super priority portion of the HOA's lien, so that title by foreclosure passed to the buyer subject to the deed of trust.

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(Additional Affirmative Defenses)**

Nationstar reserves the right to assert additional affirmative defenses in the event discovery or investigation indicate that additional affirmative defenses are applicable.

**PRAYER**

WHEREFORE, Nationstar prays for judgment as follows:

1. That the Court make a judicial determination that Nationstar's Deed of Trust survived the HOA Sale for Subject Property;
2. That the Court make a judicial determination that Nationstar's Deed of Trust is superior to Plaintiffs' claim of title to the Subject Property;
3. That the Court make a judicial determination that Plaintiffs took title subject to Nationstar's Deed of Trust on the Subject Property;







1 “Hansen Loan”).<sup>2</sup>

2       **13.**     On April 12, 2012, an Assignment of Deed of Trust was recorded by which  
3 MERS assigned all its beneficial interest under the Deed of Trust to Bank of America, N.A.,  
4 Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans  
5 Servicing, LP (“BANA”).<sup>3</sup>

6       **14.**     On September 9, 2014, an Assignment of Deed of Trust was recorded by which  
7 BANA assigned all its beneficial interest under the Deed of Trust to Wells Fargo Bank, National  
8 Association FKA First Union National Bank (“Wells Fargo”).<sup>4</sup>

9       **15.**     On December 1, 2014, a Corporate Assignment of Deed of Trust was recorded by  
10 which Wells Fargo assigned all its beneficial interest under the Deed of Trust to Nationstar.<sup>5</sup>

11       **16.**     Public records show that on December 14, 2012, a Lien for Delinquent  
12 Assessments was recorded against the Property by the HOA Trustee, on behalf of the HOA.<sup>6</sup>

13       **17.**     Public records show that on March 12, 2013, a Notice of Default and Election to  
14 Sell Pursuant to the Lien for Delinquent Assessments was recorded against the Property by the  
15 HOA Trustee, on behalf of the HOA.<sup>7</sup>

16       **18.**     Public records show that on April 3, 2013, a Notice of Rescission of the Notice of  
17 Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded by  
18 the HOA Trustee, on behalf of the HOA.<sup>8</sup>

19       **19.**     Public records show that on April 8, 2013, a Notice of Default and Election to  
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21 <sup>2</sup> A true and correct copy of the Deed of Trust recorded as Book and Instrument Number  
20040722-0003507 is attached hereto as **Exhibit 2.**

22 <sup>3</sup> A true and correct copy of the Assignment of Deed of Trust recorded as Book and Instrument  
23 Number 20120412-0001883 is attached hereto as **Exhibit 3.**

24 <sup>4</sup> A true and correct copy of the Assignment of Deed of Trust recorded as Book and Instrument  
25 Number 20140909-0000974 is attached hereto as **Exhibit 4.**

26 <sup>5</sup> A true and correct copy of the Corporate Assignment of Deed of Trust recorded as Book and  
27 Instrument Number 20141201-0000518 is attached hereto as **Exhibit 5.**

28 <sup>6</sup> A true and correct copy of the Lien for Delinquent Assessments recorded as Book and  
Instrument Number 20121214-0001338 is attached hereto as **Exhibit 6.**

<sup>7</sup> A true and correct copy of the Notice of Default and Election to Sell recorded as Book and  
Instrument Number 20130312-0000847 is attached hereto as **Exhibit 7.**

<sup>8</sup> A true and correct copy of the Notice of Rescission recorded as Book and Instrument Number  
20130403-0001569 is attached hereto as **Exhibit 8.**

1 Sell Pursuant to the Lien for Delinquent Assessments was recorded by HOA Trustee, on behalf  
2 of the HOA.<sup>9</sup>

3       **20.** On or about April 30, 2013, Nationstar's predecessor-in-interest, through prior  
4 counsel Miles, Bauer, Bergstrom & Winters, LLP (hereinafter, "MBBW"), requested a current  
5 HOA super priority payoff demand and account ledger from the HOA Trustee.

6       **21.** Based on the information provided by the HOA Trustee, on or about May 8, 2013,  
7 MBBW, on behalf of Nationstar's predecessor-in-interest, delivered a check to the HOA Trustee  
8 in the amount of \$825.00.

9       **22.** This amount represented the super priority portion of the lien the HOA was  
10 claiming against the Property.

11       **23.** The HOA and HOA Trustee rejected the funds tendered by Nationstar's  
12 predecessor-in-interest without legal excuse.

13       **24.** Public records show that on February 12, 2014, a Notice of Foreclosure Sale was  
14 recorded against the Property by the HOA Trustee.<sup>10</sup>

15       **25.** Upon information and belief, pursuant to that Notice of Foreclosure Sale, a non-  
16 judicial foreclosure sale occurred on August 15, 2014 (hereinafter, the "HOA Sale"), whereby  
17 HOA Trustee conveyed its interest to HOA Buyer, if any, for the sum of \$63,100.00.<sup>11</sup>

18       **26.** Public records show that on June 9, 2015, a Deed was recorded against the  
19 Property whereby HOA Buyer transferred its interest in the Property, if any, to Subsequent  
20 Buyer.

21       **27.** Public records show that on June 9, 2015, a Deed was recorded against the  
22 Property where by Subsequent Buyer transferred its interest in the Property, if any, to Plaintiff.

23       **28.** At the time of the HOA Sale, the amount owed on the Hansen Loan exceeded  
24 \$400,000.00.

25 \_\_\_\_\_  
26 <sup>9</sup> A true and correct copy of the Notice of Default and Election to Sell recorded as Book and  
Instrument Number 20130408-0001087 is attached hereto as **Exhibit 9**.

27 <sup>10</sup> A true and correct copy of the Notice of Foreclosure Sale recorded as Book and Instrument  
Number 20140212-0001527 is attached hereto as **Exhibit 10**.

28 <sup>11</sup> A true and correct copy of the Foreclosure Deed recorded as Book and Instrument Number  
20140822-0002548 is attached hereto as **Exhibit 11**.

1           **29.**     Upon information and belief, at the time of the HOA Sale, the fair market value of  
2 the Property exceeded \$411,000.00.

3           **30.**     A homeowner's association sale conducted pursuant to NRS Chapter 116 must  
4 comply with all notice provisions as stated in NRS 116.31162 through NRS 116.31168.

5           **31.**     A lender or holder of a beneficial interest in a senior deed of trust, such as  
6 Nationstar and its predecessors-in-interest in the Deed of Trust, has a right to cure a delinquent  
7 homeowner's association lien in order to protect its security interest in the Property.

8           **32.**     With respect to the HOA Sale, Nationstar's predecessor-in-interest exercised its  
9 right to cure by tendering the super-priority portion of the lien.

10          **33.**     Upon information and belief, the HOA and its agent, the HOA Trustee, did not  
11 comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS  
12 116.31168.

13          **34.**     The above-stated Notice of Default did not "describe the deficiency in payment"  
14 in violation of NRS Chapter 116.

15          **35.**     The HOA Sale occurred without adequate notice to Nationstar, or its agents,  
16 servicers or trustees, what portion of the lien, if any, that the HOA claimed constituted a "super-  
17 priority" lien in light of the prior payment of the super-priority amount.

18          **36.**     The HOA Sale occurred without notice to Nationstar, or its predecessors, agents,  
19 servicers or trustees that the HOA would go forward with the HOA Sale notwithstanding  
20 Nationstar's predecessor's payment of the super-priority portion of the lien.

21          **37.**     The HOA Sale occurred without notice to Nationstar, or its predecessors, agents,  
22 servicers, or trustees, of a right to cure the delinquent assessment, or of the HOA's intention to  
23 sell a super-priority lien, if any remained, after the super-priority lien amount had, in fact, been  
24 tendered before publication of the Notice of Foreclosure Sale.

25          **38.**     The HOA Sale violated Nationstar's rights to due process because Nationstar was  
26 not given proper, adequate notice and the opportunity to cure the deficiency or default in the  
27 payment of the HOA's assessments and the super-priority lien, if any.

28          **39.**     The HOA Sale was an invalid sale and could not have extinguished Nationstar's

1 secured interest because of defects in the notices given to Nationstar, or its agents, servicers or  
2 trustees, if any.

3 **40.** Under NRS Chapter 116, a lien under NRS 116.3116(1) can only include costs  
4 and fees that are specifically enumerated in the statute.

5 **41.** The attorney's fees and costs of collecting on a homeowner's association lien  
6 cannot be included in the super-priority lien.

7 **42.** Upon information and belief, the HOA assessment lien and foreclosure notices  
8 included fines, interest, late fees, dues, attorney's fees, and costs of collection that are not  
9 properly included in a super-priority lien under Nevada law and are not permissible under NRS  
10 116.3102 et seq.

11 **43.** Upon information and belief, the HOA foreclosure notices included improper fees  
12 and costs in the amount demanded.

13 **44.** The HOA Sale is unlawful and void under NRS 116.3102 et seq.

14 **45.** Nationstar's predecessor's tender of the super-priority portion of the lien  
15 eliminated the super-priority portion of the HOA lien and as such, any interest the Counter-  
16 Defendants purchased in the Property was subject to Nationstar's Deed of Trust.

17 **46.** Because Nationstar's predecessor tendered the 9 months super-priority portion of  
18 the lien, the HOA Sale is ineffective to displace Nationstar's first priority position under its Deed  
19 of Trust.

20 **47.** Since Counter-Defendants bought the Property subject to Nationstar's Deed of  
21 Trust, any interest Counter-Defendants claim is subject to that Deed of Trust.

22 **48.** Alternatively, the HOA Sale was an invalid sale and could not have extinguished  
23 Nationstar's secured interest because Nationstar's predecessor paid the super-priority portion of  
24 the HOA lien prior to the HOA Sale.

25 **49.** Alternatively, the HOA Sale is unlawful and void because the "opt-in" provision  
26 in NRS 116.3116 does not satisfy Constitutional Due Process safeguards under the 5<sup>th</sup> and 14<sup>th</sup>  
27 Amendment to the United States Constitution, nor Clause 1, Section 8 of the Nevada  
28 Constitution, so that the statute is unconstitutional on its face.

1           **50.**     NRS Chapter 116 is unconstitutional on its face and the HOA Sale is unlawful  
2 and void because the statutory scheme set forth in NRS 116.3116 et seq. constitutes a regulatory  
3 taking of private property without adequate compensation.

4           **51.**     NRS Chapter 116 is unconstitutional on its face as it lacks any express  
5 requirement for an HOA or its agents to provide notice of a foreclosure to the holder of a first  
6 deed of trust or mortgage.

7           **52.**     NRS Chapter 116 is unconstitutional on its face as it lacks any express  
8 requirement for an HOA or its agents to provide notice of the super-priority amount, if any, to  
9 the holder of a first deed of trust or mortgage or to accept tender of the super-priority amount or  
10 any amount from the holder.

11           **53.**     NRS Chapter 116 is unconstitutional on its face due to vagueness and ambiguity.

12           **54.**     The HOA Sale deprived Nationstar of its right to due process because the  
13 foreclosure notices failed to identify that tender of the super-priority amount had been made, to  
14 adequately describe the deficiency in payment, to provide Nationstar notice of the correct super-  
15 priority amount if the amount tendered was inaccurate, and to provide a reasonable opportunity  
16 to satisfy that amount.

17           **55.**     A homeowner's association sale must be done in a commercially reasonable  
18 manner.

19           **56.**     The HOA breached its duties under NRS Chapter 116 when its lien went to sale  
20 without the HOA or the HOA Trustee disclosing that payment of the super-priority lien portion  
21 had been made, making the HOA Sale commercially unreasonable.

22           **57.**     The sales price at the HOA Sale is not commercially reasonable, and not done in  
23 good faith, when compared to the debt owed to Nationstar on the Hansen Loan and the fair  
24 market value of the Property.

25           **58.**     The HOA Sale by which Counter-Defendants took their interest was  
26 commercially unreasonable if it extinguished Nationstar's Deed of Trust.

27           **59.**     In the alternative, the HOA Sale was an invalid sale and could not have  
28 extinguished Nationstar's secured interest because it was not a commercially reasonable sale.

1           **60.**     By not providing Nationstar, or its agents, servicers or trustees, notice of the  
2 correct super-priority amount and a reasonable opportunity to satisfy that amount, by failing to  
3 accept tender of the super-priority amount and by failing to adequately describe the deficiency in  
4 payment as required by Nevada law, the HOA and HOA Trustee deprived Nationstar of its right  
5 to due process and made the HOA Sale commercially unreasonable.

6           **61.**     Because Nationstar, or its agents, servicers or trustees, was not given proper  
7 notice that the HOA intended to foreclose on a super-priority lien despite Nationstar's recorded  
8 request for notice and despite Nationstar's payment of the super-priority portion of the lien,  
9 Nationstar was not on notice that it had to attend the HOA Sale to protect its security interest.

10          **62.**     Because proper notice that the HOA intended to foreclose on the super-priority  
11 portion of the dues owing was not given, prospective bidders did not appear for the HOA Sale  
12 and allowed Counter-Defendants to appear at the HOA Sale and purchase the Property for a  
13 fraction of market value, making the HOA Sale commercially unreasonable.

14          **63.**     The circumstances of the HOA Sale of the Property breached the HOA's  
15 obligation of good faith under NRS 116.1113 and its duty to act in a commercially reasonable  
16 manner.

17          **64.**     Upon information and belief, Counter-Defendants are in the business of buying  
18 and selling real estate and/or are otherwise professional property purchasers, and either knew or  
19 should have known of defects with the HOA Sale and the sales price.

20          **65.**     Upon information and belief, Counter-Defendants had actual, constructive and/or  
21 inquiry notice of the First Deed of Trust, which prevents them from being deemed bona fide  
22 purchasers for value.

23          **66.**     Upon information and belief, Counter-Defendants knew or should have known  
24 that they would not be able to obtain insurable title to the Property as a result of the HOA Sale.

25          **67.**     The circumstances of the HOA Sale of the Property and Counter-Defendants'  
26 status as professional property purchasers, prevents them from being deemed a bona fide  
27 purchaser for value.

28          **68.**     As a direct and proximate result of the foregoing, Counter-Defendants are not







1 status secured by the Property.

2 **85.** Nationstar has no adequate remedy at law due to the uniqueness of the Property  
3 involved in the case.

4 **86.** Nationstar is entitled to a preliminary and permanent injunction prohibiting  
5 Counter-Defendants, their successors, assigns, and agents from conducting a sale, transfer or  
6 encumbrance of the Property if Counter-Defendants or the transferee claims or will claim the  
7 sale, transfer or encumbrance to be made is free and clear of Nationstar's Deed of Trust.

8 **87.** Nationstar is entitled to a preliminary injunction requiring Counter-Defendants to  
9 pay all taxes, insurance and homeowner's association dues during the pendency of this action.

10 **88.** Nationstar is entitled to a preliminary injunction requiring Counter-Defendants to  
11 segregate and deposit all rents with the Court or a Court-approved trust account over which  
12 Counter-Defendants have no control during the pendency of this action.

13 **89.** Nationstar has been required to retain counsel to prosecute this action and is  
14 entitled to recover reasonable attorney's fees to prosecute this action.

15 **THIRD CAUSE OF ACTION**

16 **(Unjust Enrichment versus Counter-Defendants)**

17 **90.** Nationstar incorporates and re-alleges all previous paragraphs, as if fully set forth  
18 herein.

19 **91.** Nationstar has been deprived of the benefit of its secured deed of trust by the  
20 actions of Counter-Defendants, the HOA, the HOA Trustee and fictitious Counter-Defendants.

21 **92.** Counter-Defendants and fictitious Counter-Defendants have benefitted from the  
22 unlawful HOA Sale and nature of the real property.

23 **93.** Counter-Defendants and fictitious Counter-Defendants have benefitted from  
24 Nationstar's payment of taxes, insurance or homeowner's association assessments since the time  
25 of the HOA Sale.

26 **94.** Should Nationstar's Counterclaim be successful in quieting title against Counter-  
27 Defendants and setting aside the HOA Sale, Counter-Defendants and fictitious Counter-  
28 Defendants will have been unjustly enriched by the HOA Sale and usage of the Property.



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7. For a preliminary injunction that Counter-Defendants, their successors, assigns, and agents pay all taxes, insurance and homeowner's association dues during the pendency of this action;
8. For a preliminary injunction that Counter-Defendants, their successors, assigns, and agents be required to segregate and deposit all rents with the Court or a Court-approved trust account over which Counter-Defendants have no control during the pendency of this action;
9. For general damages in an amount in excess of Ten Thousand Dollars
10. For special damages, in an amount not yet liquidated;
11. For attorney's fees;
12. For costs of incurred herein, including post-judgment costs; and
13. For any and all further relief deemed appropriate by this Court.

DATED this 2<sup>nd</sup> day of June, 2016

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.  
Edgar C. Smith, Esq.  
Nevada Bar No. 5506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
*Attorneys for Defendant in Intervention, Nationstar Mortgage, LLC*

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**AFFIRMATION**

Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **DEFENDANT IN INTERVENTION NATIONSTAR MORTGAGE, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT AND COUNTERCLAIM** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 2<sup>nd</sup> day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

*/s/ Edgar C. Smith, Esq.* \_\_\_\_\_  
Edgar C. Smith, Esq.  
Nevada Bar No. 5506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
*Attorneys for Defendant in Intervention, Nationstar Mortgage, LLC*

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**CERTIFICATE OF SERVICE**

Pursuant to NRCPC 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 2<sup>nd</sup> day of June, 2016, I did cause a true copy of **DEFENDANT IN INTERVENTION NATIONSTAR MORTGAGE, LLC’S ANSWER TO PLAINTIFFS’ COMPLAINT AND COUNTERCLAIM** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9.

Joseph Hong, Esq.  
Hong & Hong, APLC  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorneys for Plaintiff*

/s/ Allison Zeason  
An Employee of WRIGHT, FINLAY & ZAK, LLP

**Exhibit 1**

**Exhibit 1**

**Exhibit 1**

20030731  
.04442

# STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s):

- a) 191-13-211-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

**FOR RECORDERS OPTIONAL USE ONLY**

Document/Instrument# \_\_\_\_\_  
 Book: \_\_\_\_\_ Page: \_\_\_\_\_  
 Date of Recording: \_\_\_\_\_  
 Notes: \_\_\_\_\_

2. Type of Property:

- a)  Vacant Land
- b)  Single Family Residence
- c)  Condo/Townhouse
- d)  2-4 Plex
- e)  Apartment Building
- f)  Commercial/Industrial
- g)  Agricultural
- h)  Mobile Home
- i)  Other

3. Total Value/Sales Price of Property:

\$378,311.02

4. Deed in Lieu of Foreclosure Only (value of property)

\$ \_\_\_\_\_

5. Transfer Tax Value:

\$288,311.02

6. Real Property Transfer Tax Due:

\$971.25

7. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b) Explain Reason for Exemption: \_\_\_\_\_

8. Partial Interest: Percentage being transferred: \_\_\_\_\_%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: GRANTOR

Signature [Signature] Capacity: GRANTEE

**SELLER (GRANTOR) INFORMATION**  
(REQUIRED)

**BUYER (GRANTEE) INFORMATION**  
(REQUIRED)

Print Name: DEL WEBB COMMUNITIES, INC.  
 Address: 11500 SOUTH EASTERN AVENUE  
 City: HENDERSON  
 State: NEVADA Zip: 89052

Print Name: [Signature]  
 Address: 3763 W. Sahara Ave D.  
 City: Henderson  
 State: NV Zip: 89102

**COMPANY/PERSON REQUESTING RECORDING**

LAWYERS TITLE OF NEVADA, INC., ESCROW NO.: 03-05-1663-ADD  
 1210 SOUTH VALLEY VIEW BLVD., ESCROW OFFICER: DAPHNE WRIGHT & CATHERINE AGANOS  
 LAS VEGAS, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4442

20030731  
.04442

CLARK COUNTY, NEVADA  
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF  
LAWYERS TITLE OF NEVADA

87-31-2603 14:08 CBB

OFFICIAL RECORDS

BOOK / INSTR: 20030731-04442

PAGE COUNT: 3

FEE: 15.00  
RPTT: 971.25

APN: 191-13-811-052  
R.P.T.T. \$ 971.25

LAND AMERICA / LAWYERS TITLE:  
WHEN RECORDED RETURN TO &  
MAIL TAX STATEMENTS TO:  
*City First Mfg Serv.*  
*379 W. 5003,*  
*South Ogden, UT 84010*

**GRANT, BARGAIN AND SALE DEED**

THIS INDENTURE WITNESSETH: That DEL WEBB COMMUNITIES, INC., an Arizona Corporation, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

GORDON B. HANSEN AND MARILYN HANSEN, HUSBAND AND WIFE  
AS JOINT TENANTS

all that real property situate in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" Legal Description Attached

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004.
2. Rights of way, reservations restrictions, easements and conditions of record.



20030731  
.04442

APN: 191-13-011-052

LAND AMERICA / LAWYERS TITLE:

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 30th day of July, 2003.

DEL WEBB COMMUNITIES, INC., an Arizona Corporation

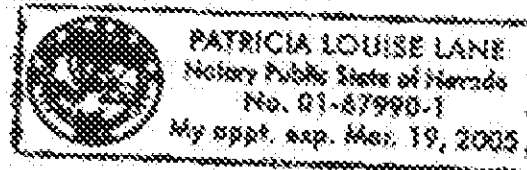
BY: [Signature]  
S. O'CONNOR, Vice President

STATE OF NEVADA            )  
  )ss:  
COUNTY OF CLARK         )

On this 30th day of July, 2003, personally appeared before me, a Notary Public in and for said County and State, S. O' Connor, Vice President, who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

[Signature]  
NOTARY PUBLIC in and for said County and State.



20030731  
.04442

ORDER NO.: 03051653

EXHIBIT a

(LEGAL)

APN#191-13-811-052

Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM  
UNIT NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats,  
Page 80, in the Office of the County Recorder, Clark County, Nevada.

**Exhibit 2**

**Exhibit 2**

**Exhibit 2**



20040722-0003507

Fee \$30.00  
07/22/2004 13 33 20 Y200400055760  
Rec. LINDA TITLE OF NEVADA  
Frances Deane  
Clark County Recorder Pgs. 17

24



After Recording Return To:  
FLAGSTAR BANK  
5151 CORPORATE DRIVE  
TROY, MI 48068  
FINAL DOCUMENTS, MAIL STOP W-530-1

MAIL TAX STATEMENT TO: WESTERN THRIFT & LOAN  
1101 W MOANA, SUITE 2, RENO, NV 89509.

APR #: 191-13-811-852

4046121000 DLW

[Space Above This Line For Recording Date]

DEED OF TRUST

V1 WBCD LOAN # 500185232

MIN 100052550018523257

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 13, 2004, together with all Riders to this document.

(B) "Borrower" is GORDON B. RAMSEY, An Unmarried Man.

Borrower is the trustor under this Security Instrument.

Initials:



VI MBSB LOAN # 500195232

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the \_\_\_\_\_ COUNTY

[Type of Recording Jurisdiction] of Clerk [Name of Recording Jurisdiction]:

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.  
APN #: 191-13-811-052

which currently has the address of 2763 White Sage Dr, Henderson,

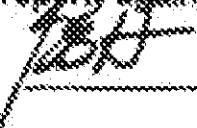
[Street] [City]

Nevada 89052 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Initials: 

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3028 1/01

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Page 3 of 14

NVEDEDL 0402

07-14-2004 15:01

VI MRCB LOAN # 500185232

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

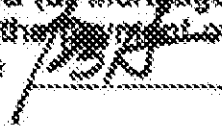
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments it, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of

Initials: 

V1 MRCO LOAN # 500185232

Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 9.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) consents to the lien

Initials:



VI HBCD LOAN # 500185232

in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductibles levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be

Initials: *[Signature]*

VI M8CD L08M 8 500185232

obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property, if it has reasonable cause. Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying

Initials: 

VI WCCD LOAN # 500185232

reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the note, another insurer, any reinsurer, any other entity, or affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement

Initials:

VI MCO LOAN # 500185232

provided that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1988 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

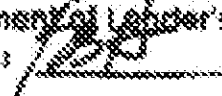
In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's

Initials: 

V1 WCD Loan # 500185232

interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

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NEVADA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3028 1/01

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v1 MDCD LOAN # 500185232

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

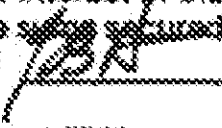
**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured

Initials: 

VI WBCD LOAN # 500185232

by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat

Initials: *[Signature]*

VI WBCD LOAN # 580185232

of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

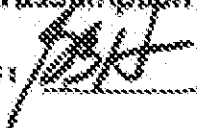
If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

**25. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$/A.

Initials: 



VI WBCD LOAN # 500185232  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any Rider executed by Borrower and recorded with it.

*Gordon Hansen* (Seal)  
GORDON HANSEN

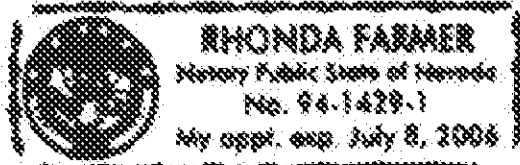
State of NEVADA  
County of CLARK

This instrument was acknowledged before me on JULY 16, 2014 (date)  
by Gordon Hansen

(name(s) of person(s)).

(Seal, if any)

*Rhonda Farmer*  
(Signature of notarial officer)



Title (and rank): NOTARY PUBLIC

VI WBCD LOAN # 500185232  
MIN: 100052550018523257

**PLANNED UNIT DEVELOPMENT RIDER**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of July, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: 2763 White Sage Dr, Henderson, NV 89052.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration")  
The Property is a part of a planned unit development known as sun city anthem

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire hazards

Initials: *[Signature]*

VI WBCD LOAN # 500185232

included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

Initials: 

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3120 1/01

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Page 2 of 3

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this FUD Rider.

V1 WSCD LOAN # 590185232

  
\_\_\_\_\_  
GORDON HARSEB (Seal)

**Exhibit 3**

**Exhibit 3**

**Exhibit 3**

Inet #: 201204120001883

Fee: \$18.00

N/C Fee: \$0.00

04/12/2012 01:18:36 PM

Receipt #: 1128316

Requestor:

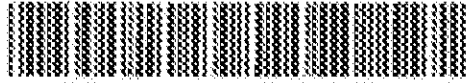
FIRST AMERICAN

Recorded By: SOL Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Recording Requested By:  
Bank of America  
Prepared By: Diana De Avila  
888-603-9011  
When recorded mail to:  
CoreLogic  
450 E. Boundary St.  
Attn: Release Dept.  
Chapin, SC 29036



DocID# 4068258423414993

Tax ID: 191-13-811-052

Property Address:

2763 White Sage Dr

Henderson, NV 89052-7093

NV0-ADT 17710937 4/2/2012

2

This space for Recorder's use

MIN #: 100052550018523257

MERS Phone #: 888-679-6377

**ASSIGNMENT OF DEED OF TRUST**

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E. Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 9062 OLD ANNAPOLIS, COLUMBIA, MD 21045 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: WESTERN THRIFT & LOAN  
Made By: GORDON B. HANSEN, AN UNMARRIED MAN  
Trustee: JOAN H. ANDERSON  
Date of Deed of Trust: 7/15/2004 Original Loan Amount: \$436,000.00

Recorded in Clark County, NV on: 7/22/2004, book N/A, page N/A and instrument number 20040722-0003507

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on APR 04 2012

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: Yvonda Crain  
Yvonda Crain  
Assistant Secretary


State of California  
County of Ventura

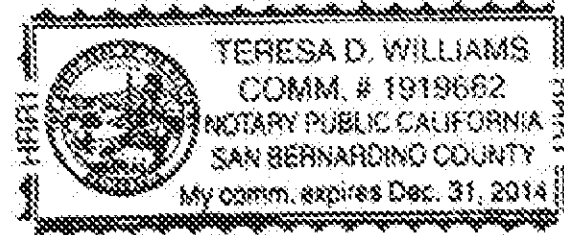
On APR 04 2012 before me, Teresa D. Williams, Notary Public, personally appeared  
YOU DA CRAIN

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public: Teresa D. Williams (Seal)  
My Commission Expires: 12-31-2014



DocID# 4068258423414993

**Exhibit 4**

**Exhibit 4**

**Exhibit 4**



Inet #: 20140909-0000974  
Fee: \$18.00  
N/C Fee: \$0.00  
09/09/2014 11:08:50 AM  
Receipt #: 2148472  
Requestor:  
CORELOGIC  
Recorded By: MJM Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

Recording Requested By:  
Bank of America  
Prepared By: Ralph Flores  
800-444-4302

When recorded mail to:  
CoreLogic  
Mail Stop: ASGN  
1 CoreLogic Drive  
Westlake, TX 76262-9823



DocID# 9028258423410976  
Tax ID: 191-13-811-052  
Property Address:  
2763 White Sage Dr  
Henderson, NV 89052-7093  
www dot corelogic dot com

This space for Recorder's use

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 does hereby grant, sell, assign, transfer and convey unto WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due therein with interest and all rights accrued or to accrue under said Deed of Trust.

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN, ITS SUCCESSORS AND ASSIGNS

Made By: GORDON B. HANSEN, AN UNMARRIED MAN

Trustee: JOAN H. ANDERSON

Date of Deed of Trust: 7/15/2004 Original Loan Amount: \$436,000.00

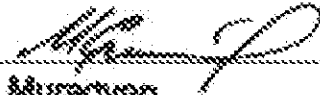
Recorded in Clark County, NV on: 7/22/2004, book N/A, page N/A and instrument number 20040722-0003507

I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

~~AUG 21 2014~~

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP.


By:   
Erbul Muradyan  
Assistant Vice President

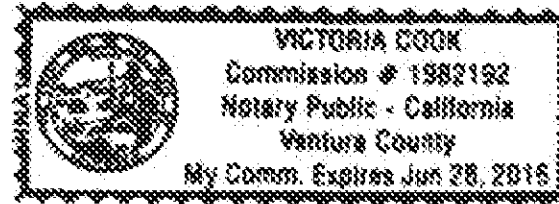
State of California  
County of Ventura

On AUG 21 2014 before me, Victoria Cook, Notary Public, personally appeared Srbui Muradyan, who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public: Victoria Cook  
My Commission Expires: 6/28/16



(Seal)

DocID# 9028258423416976

**Exhibit 5**

**Exhibit 5**

**Exhibit 5**

2

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:  
Nationstar Mortgage

When Recorded Return To:  
DOCUMENT ADMINISTRATION  
Nationstar Mortgage  
2617 COLLEGE PARK  
SCOTTSBLUFF, NE 69361

Inet #: 20141201-0000518  
Fee: \$18.00  
N/C Fee: \$0.00  
12/01/2014 09:00:43 AM  
Receipt #: 2235133  
Requestor:  
NATIONSTAR MORTGAGE  
Recorded By: SAO Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER



CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada  
SELLER'S SERVICING #:0618315261 "HANSEN"

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: October 23rd, 2014  
Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP PKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067  
Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN  
Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: 20040722 as Instrument No.: 0003507 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 191-13-811-052

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said  
\*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NATTO1NATNA0000000000000000521830\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT

On 10/29/14

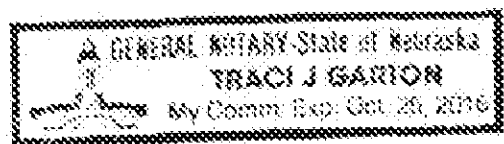
By: Nisha Dietrich  
Nisha Dietrich  
Assistant Secretary

STATE OF Nebraska  
COUNTY OF Scotts Bluff

On 10-24-2014, before me, Traci J Garton  
a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared Nisha Dietrich, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Traci J Garton  
Notary Expires 10/26/2016



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

\*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NAT01NATNA00000000000000000521839\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

**Exhibit 6**

**Exhibit 6**

**Exhibit 6**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inst #: 201212140001338  
Fees: \$17.00  
N/C Fee: \$0.00  
12/14/2012 09:37:58 AM  
Receipt #: 1421501  
Requestor:  
NORTH AMERICAN TITLE COMPAN  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**Accommodation**

**LIEN FOR DELINQUENT ASSESSMENTS**

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**NOTICE IS HEREBY GIVEN:** Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:  
2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 FLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

Current Owner(s) of Record:  
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

The amount owing as of the date of preparation of this lien is \*\*\$925.76.  
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.  
\*\* The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

Dated: December 5, 2012

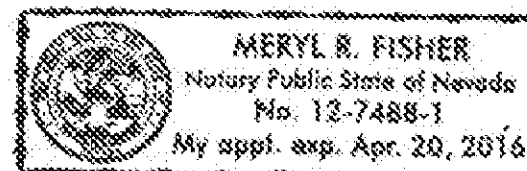
  
Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA            )  
COUNTY OF CLARK         )

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6887



**Exhibit 7**

**Exhibit 7**

**Exhibit 7**



Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV, 89052  
Title Order Number: 3234

Inst #: 201303120000847  
Fees: \$17.00  
N/C Fee: \$0.00  
03/12/2013 08:55:30 AM  
Receipt #: 1629577  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

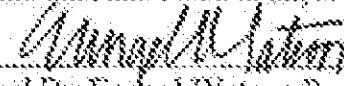
**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE LIEN FOR DELINQUENT ASSESSMENTS**  
◆ IMPORTANT NOTICE ◆

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 86 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of March 7, 2013, the amount owed is \$2,475.35. This amount will continue to increase until paid in full.

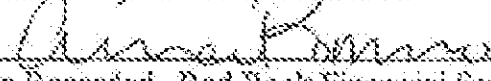
  
Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

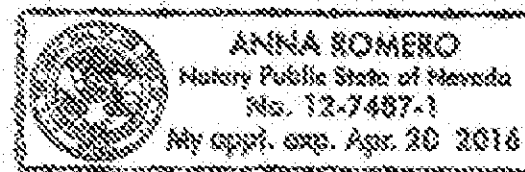
Dated: March 7, 2013

STATE OF NEVADA )  
COUNTY OF CLARK )

On March 7, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
When Recorded Red Rock Financial Services  
Mail To: 7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119  
702-932-6827



**Exhibit 8**

**Exhibit 8**

**Exhibit 8**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634

Inet #: 201304030001569  
Fee: \$17.00  
N/C Fee: \$0.00  
04/03/2013 11:28:14 AM  
Receipt #: 1560335  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: SUO Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF RESCISSION**

*Red Rock Financial Services, a division of RMI Management LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**NOTICE IS HERBY GIVEN:** Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121234 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark County, Nevada and affecting the following described property situated in the County of Clark, State of Nevada, and more commonly known as:

2763 White Sage Dr, Henderson, NV 89052  
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,  
recorded at the Clark County, Nevada Recorders Office.

The owner(s) of record on said lien: GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

Red Rock Financial Services and / or Sun City Anthem Community Association does hereby cancel, rescind and withdraw the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments, recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847 of the Official Records in the Office of the Recorder of Clark County, Nevada.

Dated March 27, 2013



Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

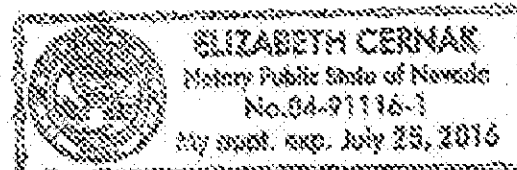
STATE OF NEVADA            )  
COUNTY OF CLARK         )

On March 27, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



When Recorded Mail To: Red Rock Financial Services  
7251 Amigo Street, Suite 100  
Las Vegas, Nevada 89119



**Exhibit 9**

**Exhibit 9**

**Exhibit 9**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052  
Title Order Number: 39334 *RS*

Inst #: 201304080001087  
Fee: \$17.00  
N/C Fee: \$0.00  
04/08/2013 09:51:08 AM  
Receipt #: 1555431  
Requestor:  
NORTH AMERICAN TITLE SUNSET  
Recorded By: MAT Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE  
LIEN FOR DELINQUENT ASSESSMENTS**  
◆ IMPORTANT NOTICE ◆

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 02/18/2012 in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 192 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/31/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of April 4, 2013, the amount owed is \$2,752.66. This amount will continue to increase until paid in full.

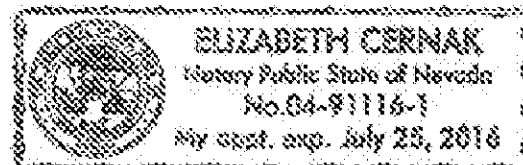
*Evangel Watson*  
Dated: April 4, 2013  
Prepared By Evangel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA )  
COUNTY OF CLARK )

On April 4, 2013, before me, personally appeared Evangel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Elizabeth Cernak*  
When Recorded Red Rock Financial Services  
Mail To: 4775 W. Teco Avenue, Suite 140  
Las Vegas, Nevada 89118  
702-932-6887



**Exhibit 10**

**Exhibit 10**

**Exhibit 10**

Assessor Parcel Number: 191-13-811-052  
File Number: R808634  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Inst #: 201402120001527  
Fees: \$18.00  
N/C Fee: \$0.00  
02/12/2014 09:36:29 AM  
Receipt #: 1935419  
Requestor:  
RED ROCK FINANCIAL SERVICES  
Recorded By: MAT Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**NOTICE OF FORECLOSURE SALE**  
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

*Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT!  
UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS  
NOTICE BEFORE THE SALE DATE, YOU COULD LOSE  
YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE.  
YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE  
ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL  
SERVICES AT (702) 932-6887 or (702) 215-8130. IF  
YOU NEED ASSISTANCE, PLEASE CALL THE  
FORECLOSURE SECTION OF THE OMBUDSMAN'S  
OFFICE, NEVADA REAL ESTATE DIVISION AT (877)  
829-9907 IMMEDIATELY.**

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.

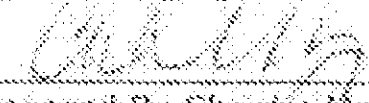
**NOTICE IS HEREBY GIVEN:** That on 03/07/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

Assessor Parcel Number: 191-13-811-052  
File Number: R809834  
Property Address: 2763 White Sage Dr  
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of \$5,081.45 as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.


Dated: February 11, 2014

  
Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA )  
COUNTY OF CLARK )

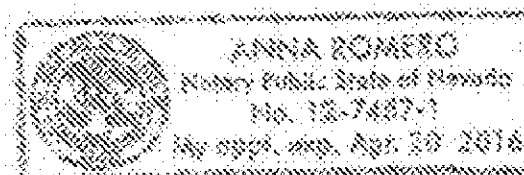
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Reinstatement Information: (702) 483-2996 or Sale Information: (714) 973-7777

When Recorded Mail To:  
Red Rock Financial Services  
4775 W. Teco Avenue, Suite 140  
Las Vegas, Nevada 89118  
(702) 483-2996 or (702) 932-6887





**Exhibit 11**

**Exhibit 11**

**Exhibit 11**

3-1

Mail and Return Tax statement to:  
Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1805.40 Ex: #  
08/22/2014 09:53:30 AM  
Receipt #: 2130155  
Requestor:  
OPPORTUNITY HOMES LLC  
Recorded By: SOL Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

## FORECLOSURE DEED

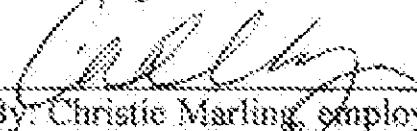
The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: Opportunity Homes, LLC (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as 2763 White Sage Dr Henderson, NV 89052.

### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on 08/15/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$63,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

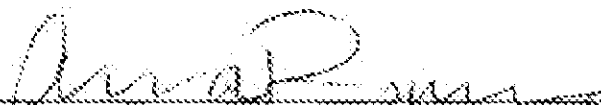
Dated: August 18, 2014

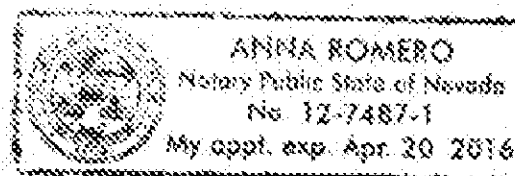
  
By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA                    )  
COUNTY OF CLARK                )

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





When Recorded Mail To: Opportunity Homes, LLC  
2657 Windmill Parkway, #145  
Henderson, NV 89074

# STATE OF NEVADA DECLARATION OF VALUE

### 1. Assessor Parcel Number (s)

- a) 181-13-811-052
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_

### 2. Type of Property:

- |                             |               |  |                 |
|-----------------------------|---------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land   | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Townhse | d) <input type="checkbox"/>            | 2-4 Plex        |
| e) <input type="checkbox"/> | Apt. Bldg.    | f) <input type="checkbox"/>            | Comm/Instl      |
| g) <input type="checkbox"/> | Agricultural  | h) <input type="checkbox"/>            | Mobile Home     |
| i) <input type="checkbox"/> | Other         |  |                 |

FOR RECORDERS OPTIONAL USE ONLY
Notes: <u>11</u>

### 3. Total Value/Sales Price of Property:

\$ 63,000.<sup>00</sup>  
 Deed in Lieu of Foreclosure Only (value of property) \$ \_\_\_\_\_  
 Transfer Tax Value: \$ 353,529.<sup>00</sup>  
 Real Property Transfer Tax Due: \$ ~~22,225~~ 1,805.40

### 4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_
- b. Explain Reason for Exemption: \_\_\_\_\_

### 5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 275.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT  
 Signature \_\_\_\_\_ Capacity \_\_\_\_\_

### SELLER (GRANTOR) INFORMATION

### BUYER (GRANTEE) INFORMATION

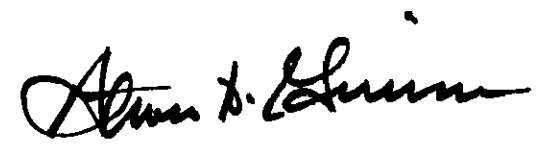
(REQUIRED)  
 Print Name: Red Rock Financial Services  
 Address: 4775 West Toca Ave #140  
 City: Las Vegas  
 State: NV Zip: 89118

(REQUIRED)  
 Print Name: Opportunity Homes, LLC  
 Address: 2657 Windmill Parkway, #145  
 City: Henderson  
 State: NV Zip: 89074

### COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)  
 Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)



CLERK OF THE COURT

**NOLP**

WRIGHT, FINLAY & ZAK, LLP

Edgar C. Smith, Esq.

Nevada Bar No. 05506

7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

(702) 475-7964; Fax: (702) 946-1345

[esmith@wrightlegal.net](mailto:esmith@wrightlegal.net)

*Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMI JACK IRREVOCABLE  
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES I through X and ROE BUSINESS  
ENTITIES I through X, inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
limited liability company; F. BONDURANT,  
LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
CORPORATIONS XI through XX, inclusive,  
Counter-Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

**NOTICE OF LIS PENDENS**

PLEASE TAKE NOTICE that Defendant in Intervention/Counterclaimant, Nationstar Mortgage, LLC (hereinafter, "Nationstar"), by and through its attorneys of record, Edgar C. Smith, Esq., of the law firm of WRIGHT, FINLAY & ZAK, LLP, has filed an action against JimiJack Irrevocable Trust; Opportunity Homes, LLC; F. Bondurant, LLC; Does I through X;

1 and Roe Corporations XI through XX (collectively, “Defendants”), in the above-entitled matter  
2 that concerns and affects title to the real property as described herein. Nationstar’s Answer and  
3 Counterclaim was filed on June 2, 2016. The above-captioned matter is pending in the District  
4 Court, Clark County, Nevada, located at 200 Lewis Avenue, Las Vegas, Nevada.

5 This action, and the affirmative relief that Nationstar requests in its Counterclaim, seeks a  
6 decree of quiet title to the real property situated in Clark County, Nevada, commonly known as  
7 2763 White Sage Drive, Henderson, Nevada 89052 (hereinafter “Property”), and more  
8 particularly described as:

9 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNIT  
10 NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the  
11 Office of the County Recorder, Clark County, Nevada.

12 and more particularly described as Clark County **Assessor Parcel No. 191-13-811-052.**

13  
14 In its Counterclaim, Nationstar has asked the Court to provide the following affirmative relief:

- 15 1. For a declaration and determination that Nationstar’s Deed of Trust is secured  
16 against the Property, and that Nationstar’s senior position Deed of Trust was not  
17 extinguished by the HOA Sale;
- 18 2. For a declaration and determination that Nationstar’s interest is superior to the  
19 interest of Plaintiff, and all other Counter-Defendants;
- 20 3. For a declaration and determination that all transfers of title to the Property are  
21 and were subject to Nationstar’s Deed of Trust, and that the Deed of Trust  
22 continues to encumber title in senior position in the chain of title; or,

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4. In the alternative, for a declaration and determination that the HOA Sale was invalid and conveyed no right, title or interest to Counter-Defendants, or their encumbrancers, successors and assigns;

DATED this 3<sup>rd</sup> day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.  
Edgar C. Smith, Esq.  
Nevada Bar No. 05506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorneys for Defendant in  
Intervention/Counterclaimant, Nationstar  
Mortgage, LLC*

**AFFIRMATION**

Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **NOTICE OF LIS PENDENS** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 3<sup>rd</sup> day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.  
Edgar C. Smith, Esq.  
Nevada Bar No. 05506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorneys for Defendant in  
Intervention/Counterclaimant, Nationstar  
Mortgage, LLC*

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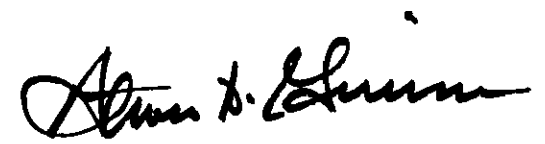
**CERTIFICATE OF SERVICE**

Pursuant to NRCPC 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 3<sup>rd</sup> day of June, 2016, I did cause a true copy of **NOTICE OF LIS PENDENS** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9, and/or by depositing a true and correct copy in the United States Mail, addressed as follows:

Joseph Hong, Esq.  
Hong & Hong, APLC  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorneys for Plaintiff*

/s/ Allison Zeason  
An Employee of WRIGHT, FINLAY & ZAK, LLP





CLERK OF THE COURT

1 **NEOJ**  
2 **WRIGHT, FINLAY & ZAK, LLP**  
3 Edgar C. Smith, Esq.  
4 Nevada Bar No. 5506  
5 7785 W. Sahara Ave., Suite 200  
6 Las Vegas, NV 89117  
7 (702) 475-7964; Fax: (702) 946-1345  
8 [esmith@wrightlegal.net](mailto:esmith@wrightlegal.net)

*Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage, LLC*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

9 **JOEL A. STOKES and SANDRA F. STOKES,**  
10 **as trustees of the JIMIACK IRREVOCABLE**  
11 **TRUST,**

Plaintiffs,

vs.

13 **BANK OF AMERICA, N.A., SUN CITY**  
14 **ANTHEM COMMUNITY ASSOCIATION,**  
15 **INC.; DOES I through X and ROE BUSINESS**  
16 **ENTITIES I through X, inclusive,**

Defendants.

17 **NATIONSTAR MORTGAGE, LLC,**

Counterclaimant,

vs.

20 **JIMIACK IRREVOCABLE TRUST;**  
21 **OPPORTUNITY HOMES, LLC, a Nevada**  
22 **limited liability company; F. BONDURANT,**  
23 **LLC, a Nevada limited liability company;**  
24 **DOES I through X, inclusive; and ROE**  
25 **CORPORATIONS XI through XX, inclusive,**

Counter-Defendants.

Case No.: A-15-720032-C  
Dept. No.: XXXI

**NOTICE OF ENTRY OF ORDER**

26 **TO: ALL INTERESTED PARTIES:**

27 ///

28 ///

///

1  
2 **PLEASE TAKE NOTICE** that an Order Granting in Part Nationstar Mortgage, LLC's  
3 Motion to Substitute Party, Intervene and Set Aside Default Judgment was entered in the above-  
4 entitled Court on the 7<sup>th</sup> day of June, 2016, a file-stamped copy of which is attached hereto.

5 DATED this 8<sup>th</sup> day of June, 2016.

6 WRIGHT, FINLAY & ZAK, LLP

7 

8 Edgar C. Smith, Esq.  
9 Nevada Bar No. 5506  
10 7785 W. Sahara Ave., Suite 200  
11 Las Vegas, NV 89117  
12 *Attorneys for Defendant in Intervention/  
13 Counterclaimant, Nationstar Mortgage, LLC*

14  
15  
16 **AFFIRMATION**

17 Pursuant to NRS 239B.030

18 The undersigned does hereby affirm that the preceding **NOTICE OF ENTRY OF**  
19 **ORDER** filed in Case No. A-15-720032-C **does not** contain the social security number of any  
20 person.

21 DATED this 8<sup>th</sup> day of June, 2016.

22 WRIGHT, FINLAY & ZAK, LLP

23 

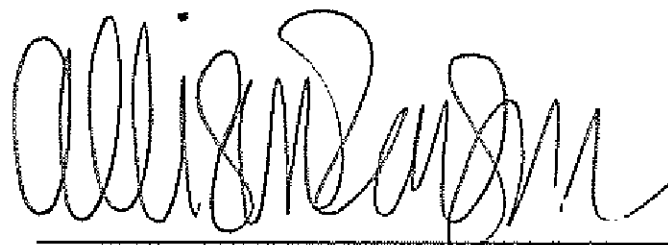
24 Edgar C. Smith, Esq.  
25 Nevada Bar No. 5506  
26 7785 W. Sahara Ave., Suite 200  
27 Las Vegas, NV 89117  
28 *Attorneys for Defendant in Intervention/  
Counterclaimant, Nationstar Mortgage, LLC*

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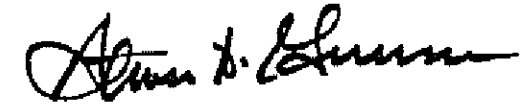
**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 8 day of June, 2016, I did cause a true copy of **NOTICE OF ENTRY OF ORDER** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9.

Joseph Hong, Esq.  
Hong & Hong, APLC  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorney for JimiJack Irrevocable Trust*



\_\_\_\_\_  
An Employee of WRIGHT, FINLAY & ZAK, LLP



CLERK OF THE COURT

1 **ORDER**

2 **WRIGHT, FINLAY & ZAK, LLP**

3 Edgar C. Smith, Esq.

4 Nevada Bar No. 5506

5 7785 W. Sahara Ave., Suite 200

6 Las Vegas, NV 89117

7 (702) 475-7964; Fax: (702) 946-1345

8 [esmith@wrightlegal.net](mailto:esmith@wrightlegal.net)

9 *Attorneys for Defendant in Intervention, Nationstar Mortgage, LLC*

10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 **JIMI JACK IRREVOCABLE TRUST,**

13 **Plaintiff,**

14 **vs.**

15 **BANK OF AMERICA, N.A.; SUN CITY**  
16 **ANTHEM COMMUNITY ASSOCIATION,**

17 **Defendants.**

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING IN PART**  
**NATIONSTAR MORTGAGE, LLC'S**  
**MOTION TO SUBSTITUTE PARTY,**  
**INTERVENE AND SET ASIDE**  
**DEFAULT JUDGMENT**

18  
19 The Motion of proposed Defendant in Intervention, Nationstar Mortgage, LLC to  
20 Intervene in this Action, Substitute Parties, and Set Aside Default Judgment (the "Motion"),  
21 came on for hearing on May 17, 2016. Edgar C. Smith, Esq. appeared for Movant and proposed  
22 Defendant Nationstar Mortgage, LLC (hereinafter "Nationstar"); Joseph Y. Hong, Esq.  
23 appearing for Plaintiff, JimiJack Irrevocable Trust (hereinafter "Plaintiff").

24  
25 The Court, having reviewed the pleadings and papers on file, having heard the arguments  
26 of counsel, and having being fully advised in the premises, and good cause appearing therefore,  
27 orders as follows:  
28

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Motion is granted  
2 in part and denied in part. The court finds that at the time this action was commenced, there was  
3 an assignment of the deed of trust at issue in the chain of title to the property in dispute showing  
4 that Nationstar Mortgage, LLC claims some right, title or interest in and to the property arising  
5 from the deed of trust. Therefore, Defendant's Motion is granted insofar as Defendant seeks to  
6 intervene. Defendant Nationstar Mortgage, LLC shall file its response to the Complaint within  
7 ten (10) days of Notice of Entry of this Order.

8 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the court finds that  
9 counsel for Nationstar Mortgage, LLC is not representing the party against whom default  
10 judgment was entered and therefore the Motion is not properly brought by Nationstar Mortgage,  
11 LLC.

12 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Motion to  
13 Substitute Parties is denied for the same reason, and as moot.

14 DATED this 2 day of ~~May~~, 2016.

15 ~~May~~  
*June*

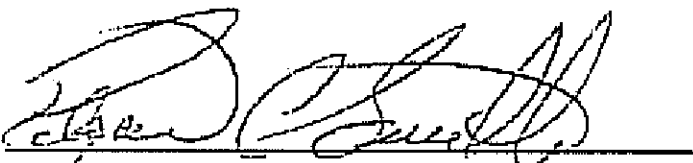
16 JOANNA S. KISHNER

17   
DISTRICT COURT JUDGE

18  
19 Respectfully Submitted by:

20 DATED this 23 day of May, 2016.

21 WRIGHT, FINLAY & ZAK, LLP


22  
23 

24 Edgar C. Smith, Esq.  
25 Nevada Bar No. 5506  
26 7785 W. Sahara Ave., Suite 200  
27 Las Vegas, NV 89117  
*Attorneys for Defendant in Intervention,  
Nationstar Mortgage, LLC*

Approved as to form and content:

28 DATED this 20<sup>th</sup> day of May, 2016.

HONG & HONG



Joseph Y. Hong, Esq.  
Nevada Bar No. 5995  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorneys for Plaintiff, JimiJack Irrevocable  
Trust*

ORIGINAL

CLERK OF THE COURT

1 MCSD  
2 JOSEPH Y. HONG, ESQ.  
3 Nevada Bar No. 5995  
4 HONG & HONG, A Professional Law Corporation  
5 10781 W. Twain Ave.  
6 Las Vegas, Nevada 89135  
7 Tel: (702) 870-1777  
8 Fax: (702) 870-0500  
9 Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

10 Attorney for Jimijack Irrevocable Trust

11 DISTRICT COURT  
12 CLARK COUNTY, NEVADA

13 JOEL A. STOKES and SANDRA F. STOKES, )  
14 as trustees of the JIMIACK IRREVOCABLE )  
15 TRUST, )  
16 )  
17 Plaintiff, )

18 vs. )

19 BANK OF AMERICA, N,A, et al., )  
20 )  
21 Defendants. )

CASE NO. A720032  
DEPT. NO. XXXI

22 NATIONSTAR MORTGAGE LLC, )  
23 Counterclaimant, )  
24 vs. )  
25 JIMIACK IRREVOCABLE TRUST; )  
26 OPPORTUNITY HOMES LLC, a Nevada )  
27 limited liability company; F. BONDURANT LLC., )  
28 a Nevada limited liability company; DOES I )  
through X, inclusive; and ROE CORPORATIONS )  
XI through XX, inclusive, )  
Counterdefendants. )

JIMIACK IRREVOCABLE TRUST'S MOTION TO CONSOLIDATE CASE NO. A-16-730078-C AND CASE NO. A-15-720032-C

Date of Hearing: :  
Time of Hearing:

29 Comes Now, Jimijack Irrevocable Trust (hereinafter "Jimijack"), by and through its  
30 attorney of record, JOSEPH Y. HONG, ESQ. of HONG & HONG, A Professional Law  
31 Corporation, and hereby moves to consolidate this case with the case of *Nationstar Mortgage*  
32 *LLC v. Opportunity Homes LLC*, case no. A-16-730078-C pursuant to NRCP Rule 42(a).

1 This Motion is made and based upon the papers and pleadings previously filed and  
2 submitted to the Court, the points and authorities submitted in support herein, and the oral  
3 argument at the hearing of this matter.

4 DATED this 24 day of June, 2016.



5  
6 JOSEPH Y. HONG, ESQ.  
7 Nevada Bar No. 5995  
8 10781 W. Twain Ave.  
9 Las Vegas, Nevada 89135  
10 Attorney for Jimijack Irrevocable Trust

11 **NOTICE OF HEARING**

12 Please take notice that the undersigned will bring the foregoing Motion on for hearing  
13 before the Honorable Court on the <sup>05</sup> AUGUST day of , 2016 at CHAMBERS a.m. or as  
14 soon thereafter as counsel may be heard.

15 DATED this 24 day of June, 2016.



16 JOSEPH Y. HONG, ESQ.  
17 Nevada Bar No. 5995  
18 10781 W. Twain Ave.  
19 Las Vegas, Nevada 89135  
20 Attorney for Jimijack Irrevocable Trust

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 **I.**

23 **Summary of Motion**

24 The instant action arises from an HOA foreclosure sale of a real property located at 2763  
25 White Sage, Henderson, Nevada 89052 ("Subject Property"). The Subject Property was  
26 purchased by Opportunity Homes LLC at the HOA foreclosure sale wherein the Subject Property  
27 was transferred to F. Bondurant LLC, and then to Jimijack. Jimijack, therefore, has and is the  
28 title owner of the Subject Property. A Judgment by Default was entered by this Court in favor of  
Jimijack and against Bank of America, N.A. ("Bana") in October of 2015.

In or about January of 2016, Nationstar, as the assignee of and in direct privity with Bana,  
commenced another lawsuit against Opportunity Homes LLC in case no. A-16-730078-C

1 (“Dept. 23 case”) involving the identical issue as in the present case, i.e. the extinguishment of  
2 the deed of trust at the time of the HOA foreclosure sale.

3 Nationstar requested this Court to set aside the Judgment by Default against Bana. This  
4 Court, however, denied said request and granted Nationstar’s request to intervene. Jimijack  
5 formally entered its appearance in the Dept. 23 case as the Real Party In Interest and filed its  
6 Motion to Dismiss the Complaint pursuant to the doctrine of res judicata. Nationstar, in its  
7 Opposition, requested the Honorable Judge Miley to transfer the Dept. 23 case to this Court and,  
8 therefore, Nationstar has itself in essence requested the consolidation of the Dept. 23 case with  
9 the present case.

10 The instant Motion for Consolidation now follows.

11 **1. Legal Standard**

12 Under NCRP 42(a), “[w]hen actions involving a common question of law or fact are  
13 pending before the [C]ourt, it may order a joint hearing or trial of any or all the matters in issue  
14 in the actions; it may order all actions consolidated, and it may make such orders concerning  
15 proceedings therein as may tend to avoid unnecessary costs or delay.” A District Court exercises  
16 its own sound discretion in considering a motion under Rule 42(a). *See Marcuse v. Del Webb*  
17 *Cmtys., Inc.*, 123 Nev. 278, 286, 163 P. 3d 462, 468 (2007). In the Eighth Judicial District, a  
18 motion to consolidate two cases must be heard by the Judge assigned to the case that was  
19 commenced first. *See EDCR 2.50(a)(1)*.

20 **2. Argument**

21 Consolidation is necessary and proper because the Dept. 23 case and the present case are  
22 identical wherein: the parties are all the same and/or in direct privity with one another; the legal  
23 issues are identical, i.e. the extinguishment of the deed of trust at the time of the HOA  
24 foreclosure sale; and the Subject Property is identical. Moreover, as will be addressed in the  
25 forthcoming Motion for Summary Judgment, Nationstar, in both the Dept. 23 case and the  
26 present case, is absolutely bound to the valid and final Judgment by Default against Bana  
27 pursuant to the doctrine of res judicata as a matter of Nevada law.

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CONCLUSION

Based on the foregoing, Jimijack respectfully requests that the Court consolidate the Dept. 23 case with the present case.

DATED this 24<sup>th</sup> day of June, 2016.



---

JOSEPH Y. HONG, ESQ.  
Nevada Bar No. 5995  
10781 W. Twain Ave.  
Las Vegas, Nevada 89135  
Attorney for Jimijack

1 **CERTIFICATE OF ELECTRONIC SERVICE**

2 Pursuant to NRCP 5(a), I certify that I am an employee of Joseph Y. Hong, Esq., and  
3 that on this 30<sup>th</sup> day of June, 2016, I served a true and correct copy of the foregoing  
4 **JIMIACK IRREVOCABLE TRUST'S MOTION TO CONSOLIDATE CASE NO. A-**  
5 **16-730078-C AND CASE NO. A-15-720032-C** by electronic transmission through the Eighth  
6 Judicial District Court EFP system pursuant to NEFR 9 to counsel of record, as follows:

7  
8 **Donath & Medrala PLLC**

9 **Contact**

**Email**

10 Jakub Medrala

[jmedrala@medralaw.com](mailto:jmedrala@medralaw.com)

11  
12 **Donath and Medrala, PLLC**

13 **Contact**

**Email**

14 Office

[e.serve.donath.medrala@gmail.com](mailto:e.serve.donath.medrala@gmail.com)

15  
16 **Wright, Finlay & Zak, LLP**

17 **Contact**

**Email**

18 Allison Zeason

[azeason@wrightlegal.net](mailto:azeason@wrightlegal.net)

19 Edgar C. Smith

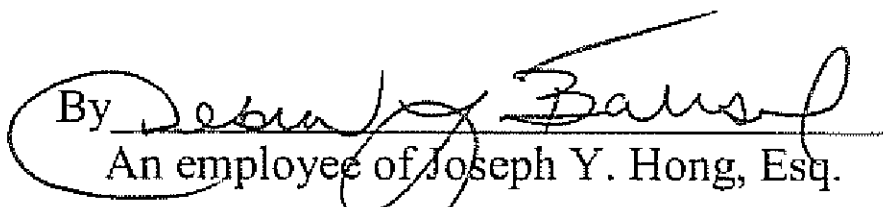
[esmith@wrightlegal.net](mailto:esmith@wrightlegal.net)

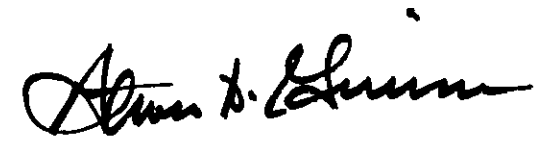
20 Marissa Resnick

[mresnick@wrightlegal.net](mailto:mresnick@wrightlegal.net)

21 Sarah Greenberg Davis

[sgreenberg@wrightlegal.net](mailto:sgreenberg@wrightlegal.net)

22  
23  
24  
25 By  An employee of Joseph Y. Hong, Esq.



CLERK OF THE COURT

1 **NONO**  
2 WRIGHT, FINLAY & ZAK, LLP  
3 Edgar C. Smith, Esq.  
4 Nevada Bar No. 5506  
5 7785 W. Sahara Ave, Suite 200  
6 Las Vegas, NV 89117  
7 (702) 475-7964; Fax: (702) 946-1345  
8 esmith@wrightlegal.net

*Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage, LLC*

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 JOEL STOKES and SANDRA F. STOKES, as  
12 trustees of the JIMI JACK IRREVOCABLE  
13 TRUST,

14 Plaintiff,

15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY  
17 ANTHEM COMMUNITY ASSOCIATION,  
18 INC.; DOES I through X and ROE BUSINESS  
19 ENTITIES I through X, inclusive,

20 Defendants.

21 NATIONSTAR MORTGAGE, LLC,

22 Counterclaimant,

23 vs.

24 JIMI JACK IRREVOCABLE TRUST;  
25 OPPORTUNITY HOMES, LLC, a Nevada  
26 limited liability company; F. BONDURANT,  
27 LLC, a Nevada limited liability company;  
28 DOES I through X, inclusive; and ROE  
CORPORATIONS XI through XX, inclusive,

Counter-defendants.

Case No.: A-15-720032-C


Dept. No.: XXXI

**NATIONSTAR MORTGAGE, LLC'S  
NON-OPPOSITION TO JIMI JACK  
IRREVOCABLE TRUST'S MOTION TO  
CONSOLIDATE**

1 PLEASE TAKE NOTICE that Defendant in Intervention/Counterclaimant, Nationstar  
2 Mortgage, LLC (hereinafter "Nationstar") by and through their attorneys of record, EDGAR  
3 C. SMITH, ESQ., of the law firm of WRIGHT, FINLAY & ZAK, LLP, hereby files this Non-  
4 Opposition to advise the Court that they do not intend to Oppose JimiJack Irrevocable Trust's  
5 Motion to Consolidate, which was filed in the above-entitled Court on the 1<sup>st</sup> day of July, 2016.

6  
7 DATED this 17<sup>th</sup> day of July, 2016.

8 WRIGHT, FINLAY & ZAK, LLP

9  
10   
11 Edgar C. Smith, Esq.  
12 Nevada Bar No. 5506  
13 7785 W. Sahara Ave., Suite 200  
14 Las Vegas, NV 89117  
15 *Attorneys for Defendant in Intervention/  
16 Counterclaimant, Nationstar Mortgage, LLC*  
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**AFFIRMATION**

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding **NATIONSTAR MORTGAGE, LLC'S NON-OPPOSITION TO JIMI JACK IRREVOCABLE TRUST'S MOTION TO CONSOLIDATE** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 19 day of July, 2016.

WRIGHT, FINLAY & ZAK, LLP



Edgar C. Smith, Esq.  
Nevada Bar No. 5506  
7785 W. Sahara Ave., Suite 200  
Las Vegas, NV 89117  
*Attorneys for Defendant in Intervention/  
Counterclaimant, Nationstar Mortgage, LLC*

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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 19 day of July, 2016, I did cause a true copy of **NATIONSTAR MORTGAGE, LLC'S NON-OPPOSITION TO JIMI JACK IRREVOCABLE TRUST'S MOTION TO CONSOLIDATE** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR9, and/or by depositing a true and correct copy in the United States Mail, addressed as follows:

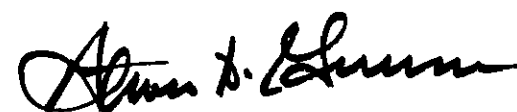
**Hong & Hong, APLC**

**Contact**  
Joseph Y. Hong, Esq.

**Email**  
[yosuphonglaw@gmail.com](mailto:yosuphonglaw@gmail.com)



An Employee of WRIGHT, FINLAY & ZAK, LLP



CLERK OF THE COURT

**ORDER**

1 WRIGHT, FINLAY & ZAK, LLP

2 Dana Jonathon Nitz, Esq.

Nevada Bar No. 00050

3 Michael S. Kelley, Esq.

4 Nevada Bar No. 10101

7785 W. Sahara Ave., Ste. 200

5 Las Vegas, NV 89117

(702) 475-7964; Fax: (702) 946-1345

6 mkelley@wrightlegal.net

7 *Attorneys for Defendant, Bank of America, N.A., and Defendant in Intervention/Counter-*  
8 *claimant, Nationstar Mortgage, LLC*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

11 JOEL A. STOKES and SANDRA F.  
12 STOKES, as trustees of the JIMI JACK  
13 IRREVOCABLE TRUST,

14 Plaintiffs,

15 vs.

16 BANK OF AMERICA, N.A.; SUN CITY  
17 ANTHEM COMMUNITY ASSOCIATION,  
18 INC.; DOES I through X and ROE  
19 BUSINESS ENTITIES I through X,  
inclusive,

20 Defendants.

NATIONSTAR MORTGAGE, LLC,

21 Counterclaimant,

22 vs.

24 JIMI JACK IRREVOCABLE TRUST;  
25 OPPORTUNITY HOMES, LLC, a Nevada  
26 limited liability company; F. BONDURANT,  
27 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
CORPORATIONS XI through XX, inclusive,

28 Counter-Defendants.

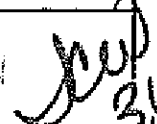
Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING MOTION TO  
CONSOLIDATE AND DENYING  
MOTION FOR SUMMARY JUDGMENT**

Hearing date: August 4, 2016

Hearing time: 9:30 a.m.




1 These matters came on for hearing before the Court on August 4, 2016, at 9:30 AM.  
2 Intervening Defendant/Counterclaimant Nationstar Mortgage, LLC appeared through their  
3 counsel, Michael S. Kelley, Esq., of Wright, Finlay & Zak, LLP, while Plaintiff/Counter-  
4 defendant, Jimijack Irrevocable Trust, was represented by its counsel, Joseph Y. Hong, Esq., of  
5 Hong & Hong, a Professional Law Corporation.

6 The Court, having considered the pleadings and papers on file and heard the argument of  
7 counsel present at the hearing, and for good cause appearing, hereby rules as follows:

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion to  
9 Consolidate the instant case with case A-16-730078-C is GRANTED, and that this case, Case  
10 No. A-15-720032-C, will serve as the main case;

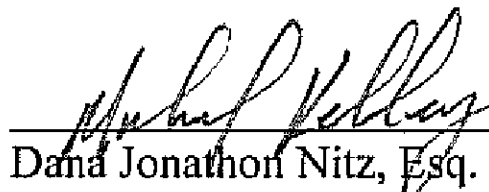
11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's Motion for  
12 Summary Judgment on Order Shortening Time is DENIED WITHOUT PREJUDICE.


13 IT IS SO ORDERED this 19 day of Aug, 2016.

14  
15  JOANNA S. KISHNER  
16 DISTRICT COURT JUDGE

17 Respectfully submitted,  
18 WRIGHT, FINLAY & ZAK, LLP

17 Approved as to form and content,  
18 HONG & HONG, A PROFESSIONAL LAW  
19 CORPORATION

20  
21   
22 Dana Jonathon Nitz, Esq.  
23 Nevada Bar No. 0050  
24 Michael S. Kelley, Esq.  
25 Nevada Bar No. 10101  
26 7785 West Sahara Avenue, Suite 200  
27 Las Vegas, Nevada 89117  
28 *Attorneys for Attorneys for Defendant, Bank of  
America, N.A., and Defendant in Intervention/  
Counter-claimant, Nationstar Mortgage, LLC*

20  
21   
22 Joseph Y. Hong, Esq.  
23 Nevada Bar No. 5995  
24 10781 W. Twain Ave.  
25 Las Vegas, NV 89135  
26 *Attorney for Plaintiff/Counter-Defendant, Joel  
A. Stokes and Sandra F. Stokes, as trustees of  
the Jimijack Irrevocable Trust*

CLERK OF THE COURT

1 OPPM  
2 JOSEPH Y. HONG, ESQ.  
3 Nevada Bar No. 5995  
4 HONG & HONG  
5 A Professional Law Corporation  
6 10781 W. Twain Ave.  
7 Las Vegas, Nevada 89135  
8 Tel: (702) 870-1777  
9 Fax: (702) 870-0500  
10 Email: [Yosuphonglaw@gmail.com](mailto:Yosuphonglaw@gmail.com)

11 Attorney for Plaintiff  
12 Jimijack Irrevocable Trust

13 DISTRICT COURT  
14 CLARK COUNTY, NEVADA

15 JOEL A. STOKES and SANDRA F )  
16 STOKES, as trustees of the JIMIACK )  
17 IRREVOCABLE TRUST, )

18 Plaintiff, )

19 vs. )

20 BANK OF AMERICA, N.A, et al )

21 Defendants. )

CASE NO. A720032  
DEPT. NO. XXXI

[Consolidated with case no.  
A730078]

22 NATIONSTAR MORTGAGE, LLC. )  
23 Counterclaimant, )

24 vs. )

25 JIMIACK IRREVOCABLE TRUST, et al., )  
26 Counterdefendants. )

27 **PLAINTIFF, JIMIACK IRREVOCABLE TRUST'S, OPPOSITION TO NONA TOBIN**  
28 **AND STEVE HANSEN'S MOTION TO INTERVENE**

Date of hearing: September 16, 2016  
Time of hearing: Chambers


29 Comes Now Plaintiff, Jimijack Irrevocable Trust (hereinafter "Jimijack"), by and through  
30 its attorney of record, JOSEPH Y. HONG, ESQ. of HONG & HONG, A Professional Law  
31 Corporation, and hereby submits its Opposition to Nona Tobin and Steve Hansen's (hereinafter  
32 "Applicants"), Motion to Intervene.

33 This Opposition is made and based upon the papers and pleadings previously filed and  
34 submitted to the Court, the points and authorities submitted in support herein, and the oral



1 argument at the hearing of this matter.

2 DATED this 3<sup>rd</sup> day of August, 2016.

3  
4   
5 JOSEPH Y. HONG, ESQ.  
6 Nevada Bar No. 5995  
7 10781 W. Twain Ave.  
8 Las Vegas, Nevada 89135  
9 Attorney for Plaintiff

7 **MEMORANDUM OF POINTS AND AUTHORITIES**

8 **I.**

8 **Summary of Opposition**

9 As the Court is aware, Applicants filed their Motion to Intervene (hereinafter "Motion")  
10 under case no. A-16-730078 wherein said case has been consolidated with the present case. As  
11 such, the present case controls as to Applicants untimeliness in seeking to intervene inasmuch as  
12 the present case was commenced in June of 2015. Moreover, aside from the fact that there is no  
13 right of redemption for the previous owners of properties that were foreclosed upon pursuant to  
14 NRS Chapter 116, there is an issue as to the statute of limitations having expired for any claims  
15 that the Applicants may seek in this action.

16 However, notwithstanding the above and reserving the right to argue same at a later time,  
17 Applicants' Motion must be denied as a matter of law because it does not comport to the  
18 mandates of NRCPC Rule 24 governing Intervention.

19 **II.**

19 **Argument**

20 **APPLICANTS' MOTION MUST BE DENIED AS A MATTER OF LAW**

21 It is rather obvious that Applicants are utilizing the services of a "ghost writer" for their  
22 Motion and, therefore, whether they are in proper person or not, they must adhere to the Nevada  
23 Rules of Civil Procedure.

24 NRCPC Rule 24 (c) mandates that "[t]he Motion shall state the grounds therefor *and*  
25 *shall be accompanied by a pleading setting forth the claim or defense for which intervention is*  
26 *sought.*" Emphasis added.

27 Applicants' Motion is not accompanied by a any such pleading and, therefore, must be  
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denied pursuant to NRCP Rule 24 ( c).

**CONCLUSION**

Based on the foregoing, Applicants' Motion for Intervention must be denied.

DATED this 30 day of August, 2016.



---

JOSEPH Y. HONG, ESQ.  
Nevada Bar No. 5995  
10781 W. Twain Ave.  
Las Vegas, Nevada 89135  
Attorney for Plaintiff

1 **CERTIFICATE OF ELECTRONIC SERVICE**

2 Pursuant to NRCP 5(a), I certify that I am an employee of Joseph Y. Hong, Esq., and  
3 that on this 30<sup>th</sup> day of August, 2016, I served a true and correct copy of the foregoing  
4 **PLAINTIFF, JIMI JACK IRREVOCABLE TRUST'S, OPPOSITION TO NONA TOBIN**  
5 **AND STEVE HANSEN'S MOTION TO INTERVENE** by electronic transmission through  
6 the Eighth Judicial District Court EFP system pursuant to NEFR 9 to counsel of record, as  
7 follows:

8  
9 **Donath & Medrala PLLC**

10 **Contact**

**Email**

11 Jakub Medrala

[jmedrala@medralaw.com](mailto:jmedrala@medralaw.com)

12 **Donath and Medrala, PLLC**

13 **Contact**

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14 Office

[e.serve.donath.medrala@gmail.com](mailto:e.serve.donath.medrala@gmail.com)

15 **Pro Se**

16 **Contact**

**Email**

17 Nona Tobin

[nonatobin@gmail.com](mailto:nonatobin@gmail.com)

18 **Wright, Finlay & Zak, LLP**

19 **Contact**

**Email**

20 Jason Craig

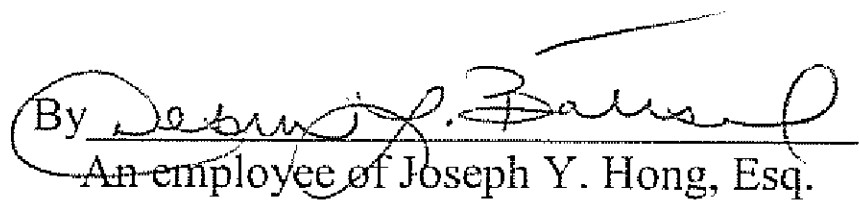
[jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net)

21 Marissa Resnick

[mresnick@wrightlegal.net](mailto:mresnick@wrightlegal.net)

22 Michael Kelley

[mkelley@wrightlegal.net](mailto:mkelley@wrightlegal.net)

23  
24  
25 By   
An employee of Joseph Y. Hong, Esq.

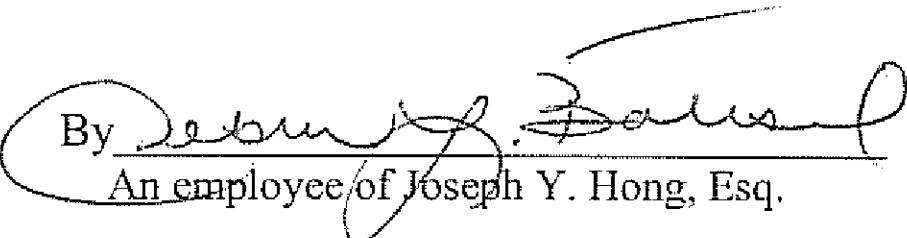
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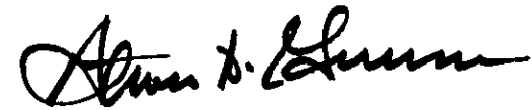
**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 30<sup>th</sup> day of August, 2016, I served a true and correct copy of the foregoing **PLAINTIFF, JIMI JACK IRREVOCABLE TRUST'S, OPPOSITION TO NONA TOBIN AND STEVE HANSEN'S MOTION TO INTERVENE** as follows:

- by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada; and/or
- to be sent via facsimile (as a courtesy only); and/or
- to be hand-delivered to the attorneys at the address listed below:

STEVE HANSEN  
2664 Olivia Heights Avenue  
Henderson, Nevada 89052  
*Applicant for Intervention in Proper Person*

By   
An employee of Joseph Y. Hong, Esq.



CLERK OF THE COURT

1 AFFD  
NONA TOBIN  
2 STEVE HANSEN  
2664 Olivia Heights Ave.  
3 Henderson NV 89052  
(702) 465-2199  
4 *Applicants for Intervention*  
*In Proper Person*

DISTRICT COURT  
CLARK COUNTY, NEVADA

7 JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMJACK IRREVOCABLE  
8 TRUST,

Case No.: A-15-720032-C

Dept. No.: XXXI

9 Plaintiffs,

10 vs.

AFFIDAVIT OF NONA TOBIN IN  
SUPPORT OF NONA TOBIN AND  
STEVE HANSEN'S MOTION TO  
INTERVENE

11 BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
12 INC.; DOES 1 through X and ROE  
BUSINESS ENTITIES 1 through 10,  
13 inclusive,

14 Defendants.

15  
16 COMES NOW, NONA TOBIN and STEVE HANSEN (*Applicants*), in proper  
17 person, and hereby submit this Affidavit of Nona Tobin in support of their Motion to Intervene.

18 Dated this 22nd day of September, 2016.

19 /s/ Nona Tobin  
NONA TOBIN  
2664 Olivia Heights Ave.  
20 Henderson NV 89052  
(702) 465-2199  
21 *Applicants for Intervention,*  
*In Proper Person*

20 /s/ Steve Hansen  
STEVE HANSEN  
21417 Quail Springs Rd.  
20 Tehachapi, CA 93561  
(661) 513-6616  
21 *Applicants for Intervention,*  
*In Proper Person*

1 AFFIDAVIT OF NONA TOBIN IN SUPPORT OF NONA TOBIN AND STEVE  
2 HANSEN'S MOTION TO INTERVENE

3 STATE OF NEW MEXICO )  
4 ) ss:  
5 COUNTY OF TOAS )

6 1. I, NONA TOBIN, am one of two individuals who filed as pro se litigants a motion to  
7 intervene in case A730078, Nationstar Mortgage, LLC vs. Opportunity Homes, LLC.

8 2. Our interest in the case is as the sole beneficiaries of the Gordon B. Hansen Trust  
9 (*herein the Trust*) which was the equitable title holder of the subject property, 2763 White Sage  
10 Drive, Henderson, NV at the time title was transferred to Opportunity Homes by virtue of the  
11 disputed August 15, 2014 foreclosure sale for delinquent HOA assessments.

12 3. The Gordon B. Hansen Trust was the equitable title holder of the subject property at  
13 2763 White Sage Drive, Henderson, beginning August 27, 2008 when the property was  
14 assigned to the Trust by Mr. Hansen, who was sole owner, since July, 2004 when his then-wife  
15 quit claimed her interest to him pursuant to their divorce property settlement.

16 4. Our claim will be that the HOA sale should be voided and title returned to the Trust, and  
17 therefore, to us as the beneficiaries of the Trust.

18 5. I became the Successor Trustee of the Gordon B. Hansen Trust, dated August 22, 2008  
19 and amended on August 10, 2011, on January 14, 2012, when the Grantor Gordon. B Hansen  
20 died.

21 6. All evidence that will be presented to support the claims that will be made in our case  
22 will be based on my personal knowledge, my personal research of public records, documents in  
23 my possession, actions I took on behalf of the Trust over the past 4 and one half years,  
24 correspondence to and from me and the banks as well as the official certified records of the two

1 realtors that document over two and one-half years of dealing with bizarre behavior by the  
2 banks whose investors refused to close on offers as high as \$395,000 on a loan with a \$389,000  
3 balance and an offer for \$375,000 as late as two weeks before the HOA sale transferred title for  
4 \$63,100.

5 7. I am filing this affidavit to clarify: 1) how we as individuals relate to the Gordon B.  
6 Hansen Trust, the real party in interest, and 2) the authority I have as Trustee of the Trust that  
7 was the equitable title holder at the time of the disputed HOA sale.

8 8. There are two beneficiaries of the Trust and we are now the sole surviving members of  
9 the Trust: Nona Tobin and Steve Hansen, each with a 50% interest.

10 9. Steve Hanson, son of the Trust's Grantor, is a resident of California, works full time,  
11 and has not participated in any way in the actions related to the Trust or this case that will serve  
12 as the basis for our complaint.

13 10. Steve Hansen is named as a co-complainant at my request, but he will not be appearing  
14 in court as he has no personal knowledge of the facts and issues surrounding the case. He is  
15 named only to ensure that the court is aware that I am acting as the Trustee, a fiduciary with the  
16 authority to act on behalf of the Trust; I am not acting like an attorney.

17 11. During the past four and half years, I have spent literally hundreds of hours and signed  
18 hundreds of pages of documents in my capacity as Successor Trustee dealing with problems  
19 regarding this property, and I can say without a doubt, I know more about transactions related to  
20 this particular property than anyone.

21 12. All our claims will be based on what I know personally, documents I wrote, received as  
22 Executor, or have as part of the Realtors' certified history of two listing agreements, and my  
23 detailed analysis of the public record.

1 13. It is arguable that the local rule 7.42(b) which states a "corporation may not appear in  
2 proper person", would apply here and thus bar "Nona Tobin, as Trustee of the Gordon B.  
3 Hansen Trust" from appearing in proper person.

4 14. However, to avoid any possible appearance of usurping authority reserved for members  
5 of the Nevada bar, it was with an abundance of caution that I put the names of both  
6 beneficiaries, in pro per, as the parties applying to intervene.

7 15. The Trust is not a corporation, rather it is a Grantor Trust formed in Nevada under the  
8 provisions of NRS 163 re Creation of Trusts.

9 16. In addition to the powers granted to the Trustee explicitly in the Trust document, the  
10 powers listed in NRS 163.265 through NRS163.410 were incorporated by reference.

11 17. In pursuing this litigation to quiet title back to the Trust, I am exercising the power of a  
12 Trustee incorporated by reference in the Trust of NRS163.375 which states: "A fiduciary may  
13 compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle  
14 claims in favor of or against the estate or trust as the fiduciary deems advisable, and the  
15 fiduciary's decision shall be conclusive between the fiduciary and the beneficiaries of the estate  
16 or trust and the person against or for whom the claim is asserted, in the absence of fraud by such  
17 person, and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall be  
18 conclusive between the fiduciary and the beneficiaries of the estate or trust."

19 18. Our motion to intervene was in concert with Nationstar's, i.e., to have the court declare  
20 that the HOA sale invalid, although we do have other claims and additional rationale as to why  
21 the HOA sale should be voided, including fraud on the part of the HOA agent.

22 19. In that case Nationstar prayed, among other things, to have the court declare that the  
23 August 15, 2014 foreclosure sale was void for violations of due process, and further that the  
24



1 illegitimate HOA sale conveyed no interest in the subject property to Opportunity Homes as the  
2 high bidder.

3 20. Beyond that, our claim will state that the HOA sale was implemented in a manner that  
4 was statutorily noncompliant, violated our due process rights, was commercially unreasonable  
5 and was fraudulently conducted by Red Rock Financial Services usurping the authority of Sun  
6 City Anthem Community Association, Inc. (HOA) for their own unjust enrichment.

7 21. When our motion to intervene was filed on July 29, 2016, it was to intervene on case  
8 A730078, Nationstar v. Opportunity Homes, filed on January 12, 2016, which I was aware of  
9 because of the Lis Pendens against the property recorded by WFZ on January 13, 2016.

10 22. Our intervention into that case was to support Nationstar's claim that the HOA sale was  
11 invalid, for the same as well as different reasons, but also to pray that once the defective HOA  
12 sale was voided by the court, title should return to the equitable owner (the Trust) by placing all  
13 parties back as they were, i.e., to re-gain whatever title or security interests they actually had, on  
14 the day prior to the sale.

15 23. In our scenario, Nationstar would retain whatever security interest they had (and they  
16 legitimately could prove they had) in the first deed of trust on August 14, 2014 and no more.

17 24. Our prayer to the court would be to 1) void the sale, 2) give back title to us as the  
18 equitable titleholders prior to the fraudulent HOA sale, and 3) not allow Nationstar's claims to a  
19 security interest to prevail by bypassing the requirements of Nevada's 2011 anti-foreclosure  
20 fraud law, SB 284.

21 25. I believe Nationstar's claims are clearly contradicted by evidence I possess.  
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1 26. NRS163.270 gives the Trustee powers related to buying and selling property, and I  
2 exercised this power between 2012 and 2014 first by signing an exclusive listing agreement  
3 with Proudfit Realty from the period of February, 2012 through July, 2013.

4 27. During the Proudfit listing, there were two contingent sales (one at full price) that are  
5 documented to have failed due to Bank of America's recalcitrant investor's resistance, and also  
6 documented is a refusal by Bank of America to accept my proffered deed in lieu (DIL).

7 28. I subsequently signed an exclusive agency agreement to sell the property with Berkshire  
8 Hathaway Home Services, Nevada Properties (BHHS), and the signed listing agreements  
9 extended from February, 2014 through October, 2014.

10 29. During the BHHS listing, the disputed HOA sale occurred. My BHHS agent Craig  
11 Leidy told me that he was not notified until the day before the sale by Thomas Lucas, a fellow  
12 BHHS Realtor that he was going to bid on Craig's listing. Craig Leidy also stated that he had  
13 requested notice and there had been four postponements previously where notice had been  
14 provided to him by Christine Marley of Red Rock Financial Services.

15 30. The improperly-noticed HOA sale also occurred after the HOA's agent notified the  
16 Nevada Real Estate Division Office of the Ombudsman (OMB) to cancel the Notice of Sale  
17 NRS 38.310 process because the "Owner was retained."

18 31. The Foreclosure deed was never submitted to the OMB as required by 2013 NRS  
19 116.31164(3)(b), thereby keeping the HOA sale out of the notice of the regulatory agency.

20 32. Title transferred on August 22, 2014 to Opportunity Homes which was actually the alter  
21 ego, Thomas Lucas, Realtor in the same BHHS office under Broker Forrest Barbee that was  
22 listing the property on my behalf at the time.

1 33. Based on the conflict of interest and insider information Thomas Lucas possessed, we  
2 will claim that neither Opportunity Homes nor Thomas Lucas was not a bona fide purchaser for  
3 value as would be required for a foreclosure sale to be legitimate.

4 34. During the time I had the property listed for sale, numerous actions occurred which are  
5 documented in the Realtor's records which directly contradict claims made by Nationstar as to  
6 their ownership of the beneficial interest in the first DOT, and it is important for an equitable  
7 solution to the competing title and security interests claims to this property that we be allowed  
8 to present our evidence.

9 35. After our MOI was filed, the A730078 case was joined with the A720032 case of which  
10 we had previously be unaware since Plaintiffs Joel and Sandra Stokes never recorded a Lis  
11 Pendens.

12 36. We have substantial additional claims against the Plaintiffs Joel and Sandra Stokes  
13 which include the fact that the sole document that conveyed interest in the subject property to  
14 the Plaintiffs was a Quit Claim deed that was fraudulently notarized by CluAynne M. Corwin, a  
15 notary public employed by Peter Mortenson, an attorney who shares the law office with  
16 Plaintiffs' attorney Joseph. Y. Hong, at 10781 W. Twain Ave., Las Vegas.

17 37. I am attaching the aforementioned June 9, 2015 Quit Claim Deed because I noticed that  
18 in all the motions and claims that had been filed by the Plaintiffs or Nationstar's attorneys  
19 which attached virtually all other recorded documents, I did not see that anyone has shared this  
20 important document with the court.

21 38. This is a second route by which the title claims of the Plaintiffs should be dismissed, by  
22 virtue of the conveyance document not conforming to NRS 111.345, proof by a competent  
23 witness.

24

1 39. If the court invalidated the Plaintiff's interests due to the insufficiency of the  
2 conveyance instrument, it is absolutely necessary that we be permitted to intervene in the case  
3 to preserve our rights vis a vis Nationstar and F. Bondurant.

4 40. F. Bondurant is a counter defendant who we will claim is a sham LLC that held the title  
5 only for eight minutes on June 9, 2015 solely for the purpose of covertly and fraudulently  
6 conveying the property to the Plaintiffs.


7 41. The aforementioned Quit Claim Deed is an exhibit since neither of the attorneys thought  
8 it was important to bring to the court's attention earlier.

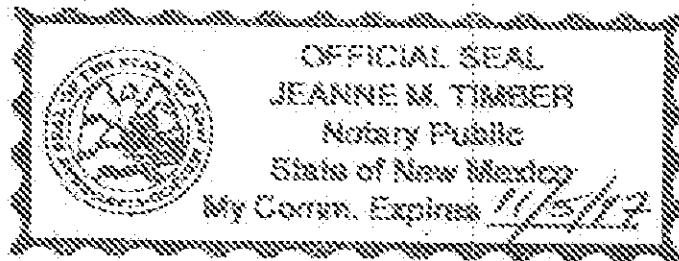
9 FURTHER, YOUR AFFIANT SAYETH NAUGHT.

10 DATED this 23<sup>rd</sup> day of September, 2016.

11   
12 \_\_\_\_\_  
NONA TOBIN

13 Subscribed and Sworn to before me  
14 this 23 day of September, 2016.

15   
16 \_\_\_\_\_  
NOTARY PUBLIC



20 *County of T.H.S*

Inet #: 20150609-0001537  
Fees: \$15.00 N/C Fee: \$0.00  
RPTT: \$1377.00 Ex: #  
06/09/2015 12:58:36 PM  
Receipt #: 2462609  
Requestor:  
ROBERT GOLDSMITH  
Recorded By: ARO Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 191-13-811-052  
Recording requested by and mail  
documents and tax statements to:

6  
3

Name: F. Bondurant, LLC.  
Address: 10781 West Twain Avenue  
City/State/Zip: Las Vegas, NV 89135

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### QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4<sup>th</sup> day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

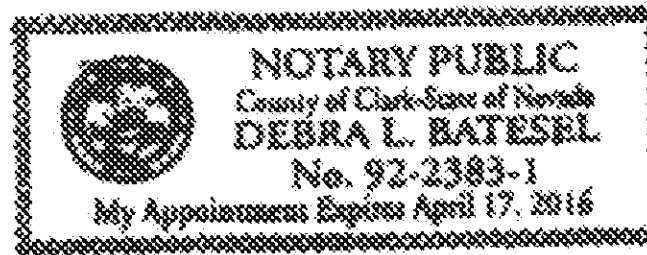
Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada }  
County of Clark } ss

On this 7<sup>th</sup> day of June, 2015, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batesel



Inst #: 20150609-0001545

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

**APN:** 191-13-811-052

Recording requested by and mail documents and tax statements to:

**Name:** Joel A. Stokes and Sandra F. Stokes

**Address:** 5 Summit Walk Trail

**City/State/Zip:** Henderson, NV 89052

(3)

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## QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8<sup>th</sup> day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

yeun Lee  
Grantor  
yeun Lee Manager

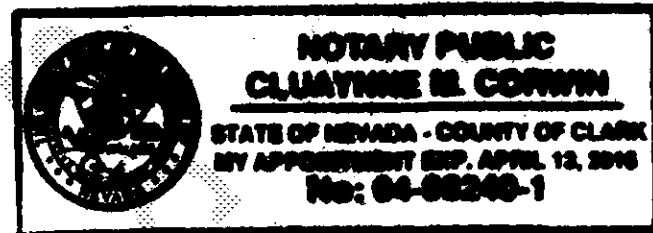
State of Nevada )

County of Clark )

) ss )

On this 8<sup>th</sup> day of June, 2015, before me, CluAynne M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: CluAynne M. Corwin

No 04-08240-1  
April 12, 2016



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. 191-13-811-052  
 b. \_\_\_\_\_  
 c. \_\_\_\_\_  
 d. \_\_\_\_\_

2. Type of Property:  
 a.  Vacant Land      b.  Single Fam. Res.  
 c.  Condo/Twnhse    d.  2-4 Plex  
 e.  Apt. Bldg          f.  Comm'l/Ind'l  
 g.  Agricultural      h.  Mobile Home  
 Other

FOR RECORDERS OPTIONAL USE ONLY  
 Book \_\_\_\_\_ Page: \_\_\_\_\_  
 Date of Recording: \_\_\_\_\_  
 Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property \$ 270,000  
 b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ 1377.00

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100%  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Handwritten Signature] Capacity: Manager

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION (REQUIRED)**

Print Name: F. Bondurant LLC  
 Address: 10781 W. Twain  
 City: Las Vegas  
 State: Nevada Zip: 89135

**BUYER (GRANTEE) INFORMATION (REQUIRED)**

Print Name: Joel A Stokes and Sandra Stokes Jim Jack Irrevocable Trust  
 Address: 5 Summit Walk Trail  
 City: Henderson  
 State: Nevada Zip: 89052

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: Robert Goldsmith  
 Address: 446 Beautiful Hill  
 City: Las Vegas

Escrow # \_\_\_\_\_  
 State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED