

1 4185
2 STEPHANIE KOETTING
3 CCR #207
4 75 COURT STREET
5 RENO, NEVADA
6

7 IN THE SECOND JUDICIAL DISTRICT COURT
8 IN AND FOR THE COUNTY OF WASHOE
9 THE HONORABLE PATRICK FLANAGAN, DISTRICT JUDGE

10 --oOo--

11 DUKE and TINA RENSLOW,)	
)	
12 Petitioners,)	
)	
13 vs.)	
)	Case No. CV10-03382
14 WELLS FARGO BANK,)	
)	Department 7
15 Respondent.)	
_____)	

16

17
18 TRANSCRIPT OF PROCEEDINGS
19 FORECLOSURE MEDIATION EVIDENTIARY HEARING

20 March 17th, 2011

21 2:00 p.m.

22 Reno, Nevada
23

24 Reported by: STEPHANIE KOETTING, CCR #207, RPR
Computer-Aided Transcription

1 APPEARANCES:

2 For the Petitioners:

3 CAROLE POPE, ESQ.
4 Attorney at Law
301 Flint Street
Reno, Nevada

5 For the Defendant:

6 STEPHEN WASSNER, ESQ.
7 Attorney at Law
206 S. Division Street
Carson City, Nevada

1 RENO, NEVADA, March 17th, 2011, 2:00 p.m.

2 --oOo--

3 THE CLERK: CV10-03382, Duke and Tina Renslow versus
4 Wells Fargo Bank. This matter set for evidentiary hearing.
5 Counsel, please state your appearance.

6 MS. POPE: Carole Pope on behalf of the Renslows.

7 MR. WASSNER: Steve Wassner making a special
8 appearance on behalf of Wells Fargo, your Honor.

9 THE COURT: Ms. Pope, your hearing.

10 MS. POPE: Yes, your Honor. I'd like to call
11 Benjamin Alsasua to the stand.

12 (One witness sworn at this time.)

13 **BENJAMIN ALSASUA**

14 called as a witness, being first
15 duly sworn, was examined and testified
16 as follows:

17 **DIRECT EXAMINATION**

18 BY MS. POPE:

19 Q. Would you please state your name for the record and
20 spell your last name?

21 A. Benjamin Alsasua, spelled A-l-s-a-s-u-a.

22 Q. And what is your occupation?

23 A. I'm a housing counselor with the Washoe County
24 Senior Law Project. We're a HUD certified housing counseling

1 agency.

2 Q. How do you know the Renslows?

3 A. Mr. and Mrs. Renslow came to our office for some
4 assistance with their mortgage default.

5 Q. And do you recall when that meeting was?

6 A. I believe it was in August of 2010.

7 Q. And what sort of assistance did you provide them?

8 A. Provided them with some housing counseling and gave
9 them some basic instruction and assistance on how to proceed
10 with a loan modification. They had come to us because they
11 were on a trial payment under the HAMP program and --

12 MR. WASSNER: Your Honor, I'd like to interject an
13 objection at this point in time as to the relevance of this.
14 I don't know if this is just some background information as to
15 how Mr. Alsasua came to help represent the Renslows at the
16 mediation, but I think what this Court would be interested in
17 hearing is the conversations and transactions that occurred
18 during the foreclosure modification. I'm sorry, your Honor.

19 THE COURT: That's all right. I'll allow her to lay
20 a predicate. I'm sure she'll get to the relevant part. You
21 can answer. Go ahead, proceed.

22 THE WITNESS: I was pretty much finished. They came
23 to us because they were having a hard time getting a
24 modification approved through Wells Fargo.

1 BY MS. POPE:

2 Q. At that time, did you have any phone conversations
3 with Wells Fargo?

4 A. I did. On the same meeting date I met with
5 Mr. Renslow, we called Wells Fargo and I asked them for a
6 status of their mortgage. Of course, they were delinquent on
7 their mortgage. They advised me that they were placed on a
8 HAMP trial program and removed from that. And I asked if --
9 why they were removed from that. They advised me that the
10 investor did not participate in the particular HAMP program.
11 When I asked who the investor was, they advised me it was
12 Federal Home Loan Bank.

13 Q. And after that conversation, did you end up
14 attending a foreclosure mediation with the Renslows?

15 A. Yes, I did.

16 Q. And do you recall when that occurred?

17 A. I really don't. I've done about over 50 mediations
18 so it's tough for me to recollect the exact date.

19 Q. If I gave you the date, approximately October 19th,
20 2010, does that sound correct?

21 A. It does sound correct, yes.

22 Q. And who was present at the foreclosure mediation?

23 A. Of course, Duke and Tina Renslow, I believe that's
24 Tina Renslow's father as well, Mr. Wassner and the mediator as

1 well as there's a telephonic appearance by a Greg Eastman for
2 Wells Fargo Bank, myself, of course.

3 Q. And at the mediation, what was your understanding of
4 who the lender was?

5 A. Well, I asked Mr. Eastman who was on the telephone
6 who the specific investor was and he advised that it was Wells
7 Fargo Bank, NA and I believe he produced documentation to that
8 effect as well.

9 Q. And at the conclusion of the mediation, who did you
10 understand that the lender was?

11 A. It was kind of an interesting situation. When I
12 asked if Wells Fargo was participating in the HAMP program,
13 Mr. Eastman said yes. Then I asked, well, why aren't they
14 being evaluated -- the Renslows being evaluated for the HAMP
15 program? He advised that the investor wasn't participating.
16 So that kind of confused me.

17 It ended up that he explained that didn't have
18 enough information. His computer screen was telling one thing
19 and the other and he wasn't quite certain who the investor was
20 who had beneficial interest on the note.

21 Q. It was your understanding when you started out the
22 mediation that Wells Fargo was the investor?

23 A. When we started out, yes, that's they were
24 identified as.

1 THE COURT: As the investor?

2 MS. POPE: Thank you, your Honor.

3 BY MS. POPE:

4 Q. As the lender?

5 A. Lender with beneficial interest, yes.

6 Q. And how did the mediation end?

7 A. Well, it didn't end well. They couldn't really
8 offer the Renslows an affordable workout. They offered them
9 some type of a forbearance, which actually did not help their
10 situation. And they also offered them a reinstatement, which
11 included full payment of all the arrears, which, of course,
12 they didn't have the resources to afford.

13 Q. And who was the lender offering that workout? What
14 was your understanding of who that lender was?

15 A. From my understanding, it was Mr. Eastman with Wells
16 Fargo.

17 Q. And did he say who he was offering it on behalf of?

18 A. No, he didn't. I assumed he was offering it on
19 behalf of Wells Fargo, because he represented Wells Fargo.

20 THE COURT: I'll take that under -- I'll take it for
21 what it's worth.

22 BY MS. POPE:

23 Q. And in your experience as a counselor, is it your
24 understanding that Wells Fargo does participate in the HAMP

1 program?

2 A. Yes.

3 Q. And have you evaluated the Renslows for whether they
4 qualify -- at the time of the mediation, would they have
5 qualified for the HAMP program?

6 A. Yes.

7 Q. Have you done any calculations to that effect?

8 A. Yes, I did.

9 Q. Do you recall what those calculations were?

10 A. Well, according to my calculations, they would have
11 fit the HAMP waterfall in the calculations if the lender
12 merely just reduced the rate and possibly even extended the
13 term very slightly.

14 Q. And do you have any numbers as you sit here today
15 for that amount?

16 A. I believe if they went down to two percent and they
17 extended the term out to nine years, they would have been able
18 to structure the Renslows under the HAMP calculations.

19 Q. Can you explain the HAMP calculations?

20 A. The HAMP calculations targets 31 percent of the
21 homeowner's gross income to be the principal, interest, tax,
22 insurance, homeowners association payment to be their new
23 mortgage payment for next five years and it will step up to a
24 fixed rate, market rate after a certain amount of time,

1 usually, I think at that time, it was about three,
2 four percent, somewhere around there.

3 Q. And did you receive the mediator's statement after
4 the mediation?

5 A. Yes, I did.

6 MS. POPE: I'd like to have marked as Exhibit 1.

7 THE COURT: Just show Mr. Wassner.

8 MR. WASSNER: No objection, your Honor.

9 THE CLERK: Petitioner's Exhibit 1 marked for
10 identification.

11 THE COURT: Exhibit 1 is admitted, Ms. Clerk.

12 BY MS. POPE:

13 Q. I'm handing you what has been marked as Exhibit 1
14 and do you recognize this document?

15 A. Yes, I do.

16 Q. And turning to it's the third page in the document
17 that's a typewritten page, does that accurately reflect what
18 went on in the mediation?

19 A. Yes.

20 MS. POPE: I have no further questions.

21 CROSS EXAMINATION

22 BY MR. WASSNER:

23 Q. Mr. Alsasua, do you have a recollection of how long
24 this mediation was in session?

1 A. I believe it was about three hours total.

2 Q. And is it your recollection that most of this time
3 spent was trying to find out the answers to the question as to
4 who the beneficial owner of this deed of trust was?

5 A. There was quite a bit of time spent on that, yes.

6 Q. In fact, Mr. Eastman basically focused on trying to
7 get those answers to that question, is that correct?

8 A. He did.

9 Q. Okay. And Mr. Eastman didn't hide from anybody in
10 participation at the foreclosure mediation that Federal Home
11 Loan Bank was in fact the party that Wells Fargo was servicing
12 the loan for, is that correct?

13 A. Can you repeat the question?

14 Q. Mr. Eastman never hid from the mediator or from the
15 Renslows or yourself the fact that there was some confusion as
16 to who the, quote, investor was or owner of the note, is that
17 correct?

18 A. I don't recall him specifying Federal Home Loan Bank
19 as the investor beneficiary.

20 Q. But that was your understanding of who owned this
21 note, is that correct?

22 A. Through my first conversation with Wells Fargo.

23 Q. When Mr. Eastman said that the guidelines that he
24 was using indicated that he wasn't going to -- the investor

1 wasn't going to participate in the HAMP, what was your
2 thoughts about that?

3 A. Well, that raised some question to me, because if in
4 fact what he stated was Wells Fargo was the investor, then it
5 should be participating in the HAMP.

6 Q. But it was indicated throughout the process that
7 there was confusion as to who was there and that Mr. Eastman
8 was the representative of Wells Fargo Bank as the servicer of
9 the loan, is that correct?

10 A. As the servicer of the loan, yes, as well as the
11 beneficial interest, too. That's the way they put it.

12 Q. Okay. Now, your calculations of whether or not the
13 Renslows would qualify for HAMP were based on current figures?

14 A. They're talking about the figures at the time of the
15 mediation.

16 Q. Okay. And what were you using as a gross income for
17 the Renslows?

18 A. \$5,000.

19 Q. And if their income was, say, \$6,000, would that
20 substantially change your calculations?

21 A. It would. As far as being eligible for HAMP, yes.

22 Q. Are you familiar with Federal Home Loan Bank?

23 A. Not really.

24 Q. Are you aware of whether or not they're a

1 participant in the HAMP process?

2 A. No.

3 Q. And Mr. Eastman did offer two separate alternatives
4 as an option for the Renslows during the mediation, that was a
5 temporary modification and a forbearance, if I understood you
6 correctly?

7 A. A forbearance and a reinstatement.

8 Q. And that was declined by the Renslows, is that
9 correct?

10 A. That's correct.

11 Q. And did the Renslows make any offers to Mr. Eastman
12 as a representative?

13 A. I believe the Renslows submitted a proposal.

14 Q. And what was the outcome of that?

15 A. It was not addressed.

16 Q. And not addressed meaning it was rejected or --

17 A. It was not evaluated by Wells Fargo. They did their
18 own evaluation.

19 Q. Okay. So basically the offers were based on the
20 evaluation that Wells Fargo commenced and completed?

21 A. Correct.

22 MR. WASSNER: I have no further questions, your
23 Honor.

24 THE COURT: All right. Ms. Pope, does that raise

1 any questions?

2 MS. POPE: Yes, your Honor, I have a couple of
3 questions.

4 REDIRECT EXAMINATION

5 BY MS. POPE:

6 Q. With respect to the offers that were made by Wells
7 Fargo at the mediation, what was the impact of the payments to
8 the Renslows?

9 A. As I recall, it wasn't much of an impact.

10 Q. And looking at that, I'm referring back to Exhibit 1
11 to page three of that exhibit and the mediator writes that the
12 bank was not the owner of the mortgage and yet he was in
13 possession of a certification that the copies that I had were
14 true and correct that WFB was the true owner of the deed of
15 trust. Is that what was stated at the mediation?

16 A. Correct.

17 Q. And he goes on to say in fact the bank did not know
18 who owned the note. Is that what your understanding was at
19 the conclusion of the mediation?

20 A. That was my understanding.

21 MS. POPE: I have no further questions.

22 THE COURT: That raise any questions?

23 MR. WASSNER: Just one question, your Honor.

24 RECROSS EXAMINATION

1 BY MR. WASSNER:

2 Q. Mr. Alsasua, that reduction in the payment would
3 have been \$268, is that correct?

4 A. I don't know exactly.

5 Q. Is that in the ballpark?

6 A. I couldn't recall.

7 MR. WASSNER: Thank you, your Honor.

8 THE COURT: All right. Thank you very much.

9 MS. POPE: I call Duke Renslow to the stand.

10 THE COURT: Just a minute. You can come up. Mr.
11 Wassner, Ms. Pope, the last question, was that reduction in
12 payment \$2,686?

13 MR. WASSNER: \$268 per month.

14 THE COURT: \$268 per month.

15 MR. WASSNER: That would have been the reduction in
16 the payment as I understand it.

17 THE COURT: All right. Thank you.

18 (One witness sworn at this time.)

19 **DUKE RENSLOW**

20 called as a witness, being first
21 duly sworn, was examined and testified
22 as follows:

23 **DIRECT EXAMINATION**

24 BY MS. POPE:

1 Q. Could you state your full name for the record and
2 spell your last name?

3 A. Duke Renslow, R-e-n-s-l-o-w.

4 Q. And where do you reside, Mr. Renslow?

5 A. 10200 Shenandoah Drive, Reno, Nevada.

6 Q. Is this the property involved in the foreclosure
7 mediation program that we're concerned with here today?

8 A. Yes, it is.

9 Q. And prior to going into the foreclosure mediation
10 process, did you attempt to modify the loan with your lender?

11 A. Yes, I did.

12 Q. And who was your lender?

13 A. Wells Fargo Bank.

14 MS. POPE: I'd like to have marked as Exhibit 2 the
15 deed of trust, a copy of the deed of trust.

16 THE CLERK: Petitioner's Exhibit 2 marked for
17 identification.

18 MR. WASSNER: No objection, your Honor.

19 THE COURT: Exhibit 2 is admitted, Ms. Clerk.

20 MS. POPE: Thank you, your Honor.

21 BY MS. POPE:

22 Q. Mr. Renslow, is this an accurate copy of the deed of
23 trust that you signed back in May 6th of 2003?

24 A. Yes, it is.

1 Q. And on the first page it states that the lender is
2 Wells Fargo Home Mortgage, is that your understanding?

3 A. That's correct.

4 Q. And prior to going into trying to modify the loan,
5 were you ever notified that Wells Fargo Bank was no longer the
6 lender?

7 A. Not at all.

8 Q. And who did you make your payments to?

9 A. Wells Fargo Bank.

10 Q. And have you always made your payments to Wells
11 Fargo Bank?

12 A. Yes.

13 Q. And what caused you to contact the bank to obtain a
14 modification of the loan?

15 A. In July of 2009, we were facing another pay cut for
16 the second year in a row and my daughter's medical bills were
17 escalating at that time. And I was trying to find a
18 sustainable budget for my household, because at that period my
19 house payment was over 50 percent of my income.

20 Q. And is that 50 percent of your take home pay or
21 50 percent of your gross income?

22 A. That was my take home pay.

23 Q. And at the time you first attempted to modify the
24 loan, was the loan late?

1 A. Yes, it was.

2 MR. WASSNER: Objection, your Honor. I'm going to
3 object on relevance grounds. We're here to discuss what
4 happened at the foreclosure mediation and I don't mind a
5 little bit of background, but to go into all the details of
6 what transpired prior to that I don't think is relevant to why
7 we're here today.

8 THE COURT: All right. I'll let her lay a
9 foundation of why he got into the foreclosure mediation
10 program. So go ahead, Ms. Pope.

11 MS. POPE: Thank you, your Honor.

12 BY MS. POPE:

13 Q. So you stated your loan was 30 days late. When you
14 contacted Wells Fargo, what did they tell you about
15 qualifying?

16 A. They told me at that point that they couldn't help
17 me because my loan was not over 60 days late.

18 Q. And what did you do next?

19 A. I told them that was easy to take care of, I just
20 wouldn't make my next payment, which would make it 60 days
21 late.

22 Q. And once your loan was 60 days late, then what
23 happened?

24 A. The next month I made a payment so it wouldn't be

1 90 days late so it wouldn't go into foreclosure. So I made my
2 next month's payment. And during that period of time, the
3 bank was still contacting me, telling me that my mortgage was
4 late. And I told them I knew it was late, because I tried to
5 get the Home Affordable Modification Program and I was told it
6 had to be 60 days late.

7 MS. POPE: I'd like to have this marked as
8 Exhibit 3. Petitioner's Exhibit 3.

9 THE CLERK: Petitioner's Exhibit 3 marked for
10 identification.

11 THE COURT: Did you show it to Mr. Wassner.

12 MR. WASSNER: I've got a copy, thank you.

13 THE COURT: Mr. Wassner.

14 MR. WASSNER: Your Honor, I'm going to object to the
15 admission of this as it not being relevant as to why we're
16 here today.

17 THE COURT: The objection is overruled. Exhibit 2
18 is admitted.

19 BY MS. POPE:

20 Q. Mr. Renslow, do you recognize this document?

21 A. Yes, I do.

22 Q. What's your understanding of what this document is?

23 THE COURT: Let's identify it first. What's the
24 date of the document?

1 MS. POPE: Sorry.

2 THE COURT: It's all right.

3 BY MS. POPE:

4 Q. Can you identify the document?

5 A. This document was sent to me, it was mailed out
6 September 17th. Dear Duke and Tina, you did it. By entering
7 the Home Affordable Modification Trial Period you've taken the
8 first step towards making your payment more affordable.

9 Q. This is a letter received from Wells Fargo Bank?

10 A. Yes.

11 Q. So was it your understanding at this point that you
12 were entering into the HAMP program?

13 A. Yes. At this point, I received a package and then
14 with this letter I had my three trial period payments and all
15 I had to do was make the three payments and I would be in a
16 permanent modification.

17 MS. POPE: I have another exhibit to be marked as
18 Petitioner's Exhibit 4.

19 THE CLERK: Petitioner's Exhibit 4 marked for
20 identification.

21 MR. WASSNER: No objection, your Honor.

22 THE COURT: Exhibit 4 is admitted, Ms. Clerk.

23 BY MS. POPE:

24 Q. And, Mr. Renslow, can you identify this document?

1 A. Yes, I can. It was my trial period payment plan and
2 agreement that I had to have signed and notarized and sent
3 back to them.

4 Q. And on the fourth page, is that your signature and
5 your wife's signature?

6 A. Yes, it is.

7 Q. And did you mail this back to them?

8 A. Yes, I did, on the 29th, the day that we signed it.

9 Q. And did you make a payment?

10 A. Yes. The first payment that was due on this for
11 them was November 1st, which they sent me -- when I was on the
12 phone on them, they said you get to skip October's payment,
13 which put my loan in default.

14 Q. In default further?

15 A. And my 90 days, it made it 90 days late after they
16 sent me this agreement with their trial period payment plan.

17 Q. And what was the amount of the payments under your
18 trial period?

19 A. It was \$1,127, \$1,127.

20 Q. And what was your understanding of how many payments
21 you were supposed to make in the trial period?

22 A. It was for three months and the letter they sent me
23 it was 60 to 90 days, I would be put in a permanent
24 modification program.

1 Q. And what happened after you made your first payment
2 and returned your packet? What was the next step in this
3 process?

4 A. After I made my first payment, everything was good.
5 I sent my first month off in November. I sent it off,
6 actually, in September. When I returned this, you had to have
7 your first month payment with it.

8 Q. And then did you make your next two payments as
9 required under the trial period?

10 A. Yes. I made my second payment to them and I was
11 getting a little bit nervous, because of all the -- what was
12 going on in the media, the newspapers, the runaround that
13 people were getting for the modification program. So I called
14 them to check the status on my loan.

15 Q. And what did you find out when you called?

16 A. I was required to send them another updated hardship
17 letter with all new financial statements, which I said it was
18 never stated that I had to send them every month, but I did.

19 Q. And then after you made the three payments, then
20 what happened?

21 A. After I made the third payment, which I thought I
22 would be modified, I called them again. They said that
23 they're working on my claim still and to just keep making the
24 modified payments. Because I said, what do I do now? I don't

1 have -- the 90 days is up. They said, keep making the
2 modified payments, which I did.

3 Q. And how many modified payments did you end up
4 making?

5 A. After my fifth modified payment that I made, I
6 called the bank to say, what's really going on? I've sent
7 every single month, I keep sending you updated financials and
8 hardship letters. And the lady from Wells Fargo Bank stated
9 to me that she said, let me look into this. And after she
10 looked into it a little bit, she says, it looks here like the
11 problem is the investor is not found in the database and she
12 said the initials were FHLB on the loan.

13 And I said, well, I appreciate you being honest with
14 me, because I said up until this point I just keep getting the
15 runaround that they're working on my loan.

16 Q. And after that conversation, what happened next with
17 respect to your loan modification?

18 A. April 9th, I believe, I was sent a letter from Wells
19 Fargo Bank stating that my Home Affordable Modification
20 Program was denied due to the fact that the investor on the
21 loan doesn't participate in the program. And that on that
22 same letter, I was placed until May 5th, the U.S. Treasury
23 required them to place me in the modification program until
24 May 5th.

1 MS. POPE: I have two more exhibits, your Honor, I'd
2 like to have, Petitioner's Exhibit 5 and six.

3 THE CLERK: Petitioner's Exhibit 5 and 6 marked for
4 identification.

5 MR. WASSNER: Just for clarification, your Honor,
6 Exhibit 5 is the April 5th, 2010 letter.

7 MS. POPE: Yes.

8 MR. WASSNER: And Exhibit 6 would be the April 29th,
9 2010 letter.

10 MS. POPE: Yes. And I'll have him identify them for
11 the record.

12 MR. WASSNER: Okay.

13 BY MS. POPE:

14 Q. Mr. Renslow, if you could look at Exhibit 5 and if
15 you could explain or identify that exhibit?

16 A. This is the letter that I was sent stating that I
17 was removed from the Home Affordable Modification Program.

18 THE COURT: What's the date of the letter?

19 THE WITNESS: April 5th.

20 THE COURT: The year?

21 THE WITNESS: Of 2010.

22 BY MS. POPE:

23 Q. Actually, referring to -- they have a section
24 entitled, preliminary decision, at that point, were they

1 really saying that you may not eligible if you're looking at
2 April 5th?

3 A. That was their preliminary decision. In that same
4 letter, I had a financial to fill out again to send them
5 another workout program possibly and which I filled out and
6 sent back to them and I also called them on that same time.

7 Q. And then if you could look at Exhibit 6 and identify
8 that by giving us the date?

9 A. This date, it was April 29th, 2010. It was the
10 decision on my request for mortgage assistance. And this
11 letter was a denial letter and it states that my loan was
12 denied because of the fact that the investor that ultimately
13 owns my mortgage does not participate in that program.

14 Q. In this letter, did you read anywhere where it
15 states who that investor is?

16 A. Not at all. At this point, I still had no clue.
17 All I knew at this point is that FHLB, the initials, were who
18 the investor was.

19 Q. After receiving the April 29th, 2010 letter, did you
20 make your May 2010 payment?

21 A. Yes, I did. I called them on May 1st to make my
22 payment, which they rejected. They initially rejected it
23 stating that I was removed from the modification program. I
24 told them that they have should look at their letter that they

1 sent me on May 5th stating that the Treasury Department put me
2 into the program until May 5th and it said to continue to make
3 my payments on that note until then and I said it was May 1st
4 so they accepted that payment.

5 Q. And after the May 2010 payment, did you make any
6 other payments?

7 A. Yes, I did. June, I made a payment for the full
8 amount of the \$1,730, what the original amount was, and I also
9 made a \$500 extra payment on that to show good faith to apply
10 towards the balance. They were claiming that I owed late fees
11 and home preservation fees, which I adamantly denied, but I
12 made the 23 hundred and something dollar payment anyway.

13 And I also made -- I attempted to make one in
14 August, August 1st. They wouldn't accept my payment. And
15 August 5th, the phone rang and I told -- explained to the
16 lady. She said I haven't made a payment. I explained to her
17 why, that the person wouldn't take that note and they said,
18 well, we'll take it. Or was that June, July? Two months I
19 made \$2,350 payments. Yeah, that was June and July.

20 Q. And then in August, they refused to accept your
21 payment?

22 A. Yes, ma'am. And I also had a letter that they would
23 refuse any more payments from me unless I paid in full.

24 MS. POPE: I got another exhibit, your Honor,

1 Petitioner's Exhibit 7.

2 THE CLERK: Petitioner's Exhibit 7 marked for
3 identification.

4 MR. WASSNER: I'll object to this also as to
5 relevance.

6 THE COURT: What is Exhibit 7? Go ahead.

7 MS. POPE: Shall I say what it is?

8 THE COURT: Yes.

9 MS. POPE: It's the August 5th, 2010 letter that
10 Mr. Renslow just referred to from Wells Fargo Bank informing
11 him that they would not take any more payments.

12 THE COURT: The objection is overruled. Go ahead.
13 That's Exhibit 5, 6 and 7 are admitted, Ms. Clerk. Go ahead,
14 Ms. Pope.

15 BY MS. POPE:

16 Q. Mr. Renslow, is this the letter that you just
17 referred to?

18 A. Yes, it is.

19 Q. And after they refused to accept any more payments,
20 did they proceed with the foreclosure?

21 A. Yes, they did. I received a notice of default
22 shortly thereafter.

23 MS. POPE: Petitioner's Exhibit 8.

24 THE CLERK: Petitioner's Exhibit 8 marked for

1 identification.

2 MR. WASSNER: No objection, your Honor.

3 THE COURT: Exhibit 8 is admitted, Ms. Clerk.

4 BY MS. POPE:

5 Q. And, Mr. Renslow, is this the notice of default that
6 you were referring to?

7 A. Yes, it is.

8 Q. And what's the date that it was recorded for the
9 record?

10 A. I'm sorry, I can't read it. August 6th, 2010.

11 Q. And upon receiving this notice, what did you do
12 next?

13 A. At this point, I went to the Senior Law Project and
14 attended a home foreclosure mediation program and set up a
15 meeting with Mr. Alsasua.

16 Q. And what did Mr. Alsasua do with you in that
17 meeting?

18 A. The first thing we did was attempted to negotiate a
19 loan with Wells Fargo Bank. Prior to that, I had to bring
20 him -- two days prior to that, I had to bring all my
21 financials in a work form packet to fill out before I attended
22 that. We called Wells Fargo Bank.

23 I explained to Mr. Alsasua the letter that showed
24 the investor doesn't participate in the loan, but we don't

1 know who the investor was. All I had was initials on a piece
2 of paper, FHLB at that time. And then Mr. Alsasua was able to
3 pick up the phone and call Wells Fargo Bank, which I could
4 never do.

5 Q. And were you present when he talked to Wells Fargo
6 Bank?

7 A. Yes, I was. We had a three-way phone conversation.

8 Q. And what occurred in that phone conversation?

9 A. Mr. Alsasua asked -- explained to them they put me
10 in a home modification program, that I was denied the program.
11 He asked why I was put in the program if they didn't have
12 the -- the bank didn't participate in that program. He
13 explained to them at that time they were trying to put
14 everybody in the program.

15 And then he asked why, if Wells Fargo doesn't own
16 the note, who does own the note? And at that time, they
17 disclosed to us that Federal Home Loan Bank owned the note.
18 And that's when I picked up my paper and showed it to Mr.
19 Alsasua that said FHLB is the initials on that note.

20 Q. And after that phone conversation, were you
21 successful in negotiating that loan modification?

22 A. No. They said, stated they didn't have the
23 authority to modify the loan. And at that time, Mr. Alsasua
24 stated that the only thing that we can do is to proceed with a

1 state mediation, which would force the owner of the note to
2 appear to modify the loan, if possible.

3 Q. And did you attend the foreclosure mediation?

4 A. Yes, I did.

5 Q. And who was the lender that showed up?

6 A. Wells Fargo Bank, which surprised me.

7 Q. And how did you know it was Wells Fargo Bank that
8 was showing up?

9 A. Because -- I'm sorry. They presented a deed of
10 trust for number one stating that they were the investor,
11 because part of entering into this state mediation program,
12 they have to provide a deed of trust of who owns the note.

13 Q. And was it your understanding that Wells Fargo Bank
14 had provided a sworn affidavit that they owned the note?

15 A. Yes.

16 Q. And when you began negotiating in the mediation,
17 what happened?

18 A. Well, it kind of fell apart, the mediation, because
19 Mr. Alsasua asked, you know, he stated to them that if Federal
20 Home Loan Bank is claiming that they own the note and provided
21 the deed of trust that they own the note, that -- and Wells
22 Fargo Bank does participate in the home modification program
23 and that I should have never been pulled out of the home
24 modification program.

1 Q. And what was the bank's response to that?

2 A. It took a little bit of time. We were removed from
3 the room for approximately a half an hour so that they could
4 find out who was the investor on the loan. When we came back
5 into the office, the bank stated, and I can remember it just
6 clear as daylight, that they did not know who the -- that the
7 state mediator asked who the investor was on the loan and they
8 didn't actually say they don't know. He said, I cannot tell
9 you that. And that's when I blurted out, I can, it's Federal
10 Home Loan Bank. During the whole mediation process, they
11 never stated that it was Federal Home Loan Bank. I was the
12 only one to state that it was Federal Home Loan Bank.

13 Q. And that was based upon your earlier conversations?

14 A. With Mr. Alsasua, my initials from way far back.

15 Q. And after the mediation, did the mediator issue a
16 certificate for the bank to proceed with the foreclosure?

17 A. No. While we were in the mediation, he basically
18 told them, and that's why we left the room, he said that you
19 basically committed fraud by signing a sworn affidavit and
20 then telling me that you don't own the note. He said you
21 can't have it both ways. You can't tell me one thing that you
22 don't own it and provide a deed of trust. So we left the room
23 so that they could figure something out.

24 Q. And did they ultimately offer you any modification?

1 A. You know, I don't -- I wasn't paying attention that
2 much. Evidently, they did. I know it wasn't worth -- I mean,
3 it wasn't anything substantial that would make my financial
4 situation any better. I was trying to get my house payment
5 lower than, you know, 50 percent of what I was making at the
6 time.

7 MS. POPE: I'd like Exhibit 1, please, Ms. Clerk.
8 BY MS. POPE:

9 Q. Have you review Exhibit 1 and see if you recognize
10 that document.

11 A. Yes, I do. That's the state mediator's certificate

12 Q. And if you turn to the third page, is that an
13 accurate representation of what went on in the mediation?

14 A. Yes, it is. Also during mediation another thing
15 that took place is I argued the fact that they were trying to
16 charge an excessive amount on this default, that it wasn't the
17 actual facts.

18 Mr. Alsasua and I figured it out. It was
19 approximately \$10,000 that was owed at that point. They
20 tacked on late fees, home preservation fee and certain other
21 fees in the amount -- we argued the fact that when I entered
22 into this program, they rescinded all late fees and I never
23 missed a payment. So during mediation, they rescinded all
24 late fees and they said it must have been a mistake.

1 Q. So your understanding from mediation that you did
2 walk out with late fees rescinded?

3 A. Yes. And it was -- they told us that and they
4 stated it in the mediator's statement.

5 Q. And that's on page three of the mediator's
6 statement?

7 A. Yes.

8 Q. And as you sit here today, do you believe you've
9 been assessed late fees?

10 A. Yes, I had. When I made the two extra payments of
11 \$500 each, it was never applied to my loan and it was held in
12 a suspense account. And that's when Mr. Alsasua in mediation
13 stated that all money collected under the HAMP program should
14 have been in that suspense account and there should have been
15 approximately ten or \$11,000. Where was that money? And they
16 couldn't say where that money was. But they did say that
17 there was a thousand dollars in a suspense account.

18 MS. POPE: I'd like to mark another exhibit, your
19 Honor, Petitioner's Number 9.

20 THE CLERK: Petitioner's 9 marked for
21 identification.

22 THE COURT: Just identify the exhibit, Ms. Pope.

23 MS. POPE: Exhibit Number 9 is a 2010 mortgage
24 interest statement on the -- issued by Wells Fargo to Duke and

1 Tina Renslow listing their interest applied and late charges
2 for the year 2010.

3 MR. WASSNER: No objection, your Honor.

4 THE COURT: Exhibit 9 is admitted.

5 BY MS. POPE:

6 Q. Mr. Renslow, do you recognize this document?

7 A. Yes. It's my 2010 mortgage interest statement.

8 Q. And is this where you learned that there were late
9 charges applied?

10 A. Yes. It just happened to be that there was a
11 thousand dollars, \$1,029 in late fees that were assessed after
12 we went through state mediation and they rescinded all late
13 fees. And I have a feeling that was my money that was in my
14 suspense account, because I was never late on any of my
15 payments. And entered into the agreement, they rescinded all
16 late fees prior.

17 Q. And have you had an opportunity to review your
18 credit report?

19 A. Yes, I did, prior to our last court hearing
20 approximately a week before.

21 MR. WASSNER: Objection, your Honor, relevance as to
22 foreclosure mediation.

23 THE COURT: Overruled. Go ahead.

24 THE WITNESS: A week prior to our court hearing the

1 last time, I pulled up my credit report just to check it and
2 it's showing that Federal Home Loan Bank had pulled my credit
3 report five times as a creditor, as a -- yes, as a creditor.

4 BY MS. POPE:

5 Q. And did you review the status of your loan on that
6 credit report?

7 A. Yes. I made my HAMP payments on time, however, my
8 credit report shows since the date, the first day that I
9 entered into the program, it wasn't delinquent, but the date
10 that they sent me a notification, they removed me from the
11 HAMP program and showed that my loan was 180 days late.

12 Q. After the mediation, have you tried to obtain a
13 loan?

14 A. Yes, I did. I tried to go through U.S. Bank. I
15 just wanted to get this over with. And I went to my bank to
16 get a loan and they wouldn't accept it, because my loan is
17 over 180 days late on my home mortgage.

18 THE COURT: Just a minute. Let me get my notes
19 caught up here. All right. Go ahead, Ms. Pope.

20 MS. POPE: I'd like to mark Petitioner's Exhibit 10
21 which is the Equifax credit report.

22 THE CLERK: Petitioner's Exhibit 10 marked for
23 identification.

24 MR. WASSNER: Your Honor, I'm going to object again

1 as relevant to this hearing.

2 THE COURT: Overruled. Exhibit 10 is admitted.

3 BY MS. POPE:

4 Q. Mr. Renslow, do you recognize this exhibit?

5 A. Yes. This is my Equifax credit report.

6 Q. And can you point to -- can you find the page --

7 A. Yes, page 17 is the page that shows that Federal
8 Home Loan Bank four times pulled my credit report, the prefix
9 is PRM, given to a credit grantor so they can provide me a
10 firm offer or credit insurance. And one time it was pulled as
11 an AR, which these prefixes indicate a credit history by one
12 of my creditors.

13 Q. And what dates? It lists the dates that they pulled
14 the credit report.

15 A. November 5th, 2010; August 13th, 2010; August 10th,
16 2010; May 5th, 2010; and January 26th, 2010. During that
17 period of time, Wells Fargo Home Mortgage, my creditor, only
18 pulled up my credit report one time.

19 Q. And can you direct the Court to the page for payment
20 history on your loan with Wells Fargo?

21 A. It's page three of 28.

22 Q. And do you know what your current balance is,
23 principal balance is your loan?

24 A. \$119,876.80.

1 Q. Do you know what your current escrow payment is?

2 A. No, I do not know that.

3 MS. POPE: I have no further questions, your Honor.

4 THE COURT: All right. Mr. Wassner.

5 CROSS EXAMINATION

6 BY MR. WASSNER:

7 Q. Mr. Renslow, do you still have Exhibit 1 in front of
8 you?

9 A. Yes.

10 Q. It would be the mediator's statement.

11 A. Let's find that. Here we go right here.

12 Q. If I understood your testimony correct, you said
13 that the lender waived all the late fees and it was documented
14 in the mediator's statement? Did I understand you correctly?

15 A. Yes.

16 Q. And where is that stated in the mediator's
17 statement?

18 A. The last sentence.

19 Q. Last sentence of what page, please?

20 A. Page three.

21 THE COURT: Just a minute here.

22 BY MR. WASSNER:

23 Q. Is this the page we're looking at?

24 A. Exhibit 1, you said?

1 Q. Yes, the mediator's statement.

2 A. The third page is the mediator's statement.

3 Q. Is that the one dated October 19th?

4 A. Yes, it is.

5 Q. And you said the last sentence?

6 A. Yes. It says, the homeowner never missed a payment
7 was charged late fees and they were rescinded today after
8 showing that they had complied with every detail then offered
9 by the bank.

10 Q. Isn't that paragraph discussing the fact that the
11 bank had offered a home owner modification in November of 2009
12 and continues to discuss that?

13 A. Yes.

14 Q. So that's what it was talking about, but not the
15 modification or the foreclosure modification process that we
16 were going through at that point in time, is that correct?

17 MS. POPE: I'm going to object, your Honor, I think
18 the document speaks for itself.

19 THE COURT: Overruled. I don't think it's quite
20 that clear.

21 THE WITNESS: Well, the whole time -- I don't
22 understand, because the whole time I was in the modification
23 period, there was never a payment missed. Prior to that,
24 entering into that modification program, all prior late fees

1 were removed according to the agreement. So we have the
2 October 19th, I made payments to August, so we have two months
3 that I would have paid a thousand dollars in late fees, is
4 that what we're getting at?

5 BY MR. WASSNER:

6 Q. That's what I'm trying to understand is that your
7 indication of that late fees were waived is in relationship to
8 the modification agreement of November 2009, is that correct?

9 A. That was -- my agreement was what I was under the
10 understanding that all late fees during the whole HAMP
11 modification period and prior to that had no late fees. And
12 that's what I argued the point with with the state mediator
13 and we showed you every single payment that was made on that
14 note all the way up until August when the bank wouldn't accept
15 any more payments.

16 So my -- I don't know what you're getting at, if
17 there was any late fees, it would be for September and October
18 if that's what you're getting at.

19 Q. Okay. Maybe I should move on to something else and
20 tackle it a little differently. You indicated that in 2009
21 you'd been in contact with Wells Fargo to see if you were
22 qualified to participate in a HAMP program, is that correct?

23 A. Yes, it is.

24 Q. And you submitted some written information dated

1 September 29th, 2009?

2 A. I submitted information every single month,
3 September, October, November.

4 Q. In looking at Exhibit 4, do you have that in front
5 of you, sir?

6 A. Exhibit 4, yes, I do.

7 Q. And looking at page five, it looks like, that's a
8 signature page where you and your wife signed this document.

9 A. Yes, that's my signature.

10 Q. Okay. And when you submitted -- when you first
11 started talking to Wells Fargo, did they ask you orally what
12 your gross income was?

13 A. No. They sent me a financial sheet to fill out and
14 send back to them.

15 Q. And what did you put down for your gross income?

16 A. Whatever my gross income was at the time. I think
17 it's \$5,000 according to my W-2 form.

18 Q. And --

19 THE COURT: I assume that's monthly.

20 MR. WASSNER: Yes, I believe it is.

21 THE WITNESS: Yes.

22 BY MR. WASSNER:

23 Q. So you indicated that you made approximately about
24 \$5,000 a month gross income?

1 A. Yes.

2 Q. And did you calculate what that payment would be
3 based on that gross income of 31 percent?

4 A. No, I didn't. Mr. Alsasua did. I didn't do any
5 calculations.

6 Q. And at that point in time --

7 A. The one that calculated it was home affordable
8 modification came up with the \$1,127.

9 Q. Your understanding about that payment of \$1,127 was
10 that it was a temporary payment until we could, the bank could
11 see whether or not you made your trial payments and then you
12 were going to resubmit other financial information so that
13 they could calculate that?

14 A. No. All the financial information I sent them was
15 prior to them sending me this payment and that's when they
16 sent me the letter of congratulations on September 17th.
17 That's when they've already received all of my financials
18 before they put me in the trial period plan. That's how they
19 came up with my \$1,100. Prior to September 17th, they had all
20 of my information, my check stubs, my last two years' W-2
21 forms and everything.

22 Q. Exhibit 4, the first page, which would essentially
23 be the first paragraph, the first sentence starts out, if I'm
24 in compliance, and it goes on to talk about my representations

1 in section one continue to be true in all material respects.
2 And then going down to paragraph 1 D talking about your income
3 being provided, did you continue to provide financial
4 disclosure to the bank after this letter came out effective
5 November 1st, 2009?

6 A. Yes. In February, they required me to send them my
7 paycheck stubs and the updated financials and another hardship
8 letter.

9 Q. And at that point in time, had you gotten a raise
10 from your employer?

11 A. No. This is actually the third time that we've
12 taken a pay cut. This year here will be our fourth time
13 taking a pay cut.

14 Q. In August and September of 2009, were you making
15 \$28.55 an hour?

16 A. That's right, yeah, that's pretty close.

17 Q. And then in April of 2010, were you making an
18 increased rate of \$29.28?

19 A. No. I don't think so. I didn't get a raise.

20 Q. If you were to look at one of your pay stubs, would
21 that help you refresh your memory as to what you were making
22 at that period of time?

23 A. Yes, it would, because that's the reason --

24 MR. WASSNER: Your Honor, if I could approach the

1 witness?

2 THE COURT: Show Ms. Pope.

3 THE WITNESS: This is August, \$29.28, that's my
4 rate.

5 BY MR. WASSNER:

6 Q. What is the hourly rate at that period of time?

7 A. It says \$29.28.

8 Q. Thank you. So your wages actually went up, then,
9 over this period of time, is that correct?

10 A. I don't see how. You know, I haven't noticed -- I
11 need a drink here.

12 Q. You're not going to dispute that your income went
13 from \$28.55 an hour to \$29.28 an hour?

14 A. And I find that amazing. I haven't looked at it
15 that close, because our county works from fiscal year from
16 July to July and we don't get pay raises during that period of
17 time. I haven't seen a pay raise. So if it was, I haven't
18 got a promotion.

19 Q. Mr. Renslow, during the course of the foreclosure
20 mediation, you indicated that the lender did make you some
21 offers, but that you didn't pay that good of attention to what
22 was transpiring at that point in time, is that correct?

23 A. I know it wasn't a significant amount that would
24 reduce my payment down to a 30 percent. It was a couple of

1 hundred dollars and my payment was \$1,140 for the home
2 modification program and the offer was minimal at that time.
3 What I was expecting at that time was to be meeting with the
4 actual owner, Federal Home Loan Bank, and that's why I
5 proceeded. After being told all the way along that Wells
6 Fargo couldn't help me, that it was Federal Home Loan Bank
7 that owned the note, that's what I expected when we got to
8 the --

9 Q. During the course of the mediation, you were
10 informed that the investor did not participate in HAMP, is
11 that correct?

12 A. That's correct. The investor was Federal Home Loan
13 Bank, that's correct.

14 Q. And you've done some calculations over this course
15 of time to figure out payments based on the 31 percent of your
16 gross, which is the HAMP starting point, is that correct?

17 A. That's correct.

18 Q. So if during the period of January 1st, 2010 to
19 April 2010 you had a gross income that came out to be \$6,136
20 per pay period -- or per month, I mean, that would
21 substantially indicate your ability to make your current
22 mortgage payment, isn't that true?

23 A. Yeah. We're basing the -- January till April of
24 what year?

1 Q. 2010. January 1st, 2010 to April 25th, 2010.

2 A. Can you repeat the question?

3 Q. Sure. If you ended up having an average monthly
4 gross income of \$6,136 during the period of January 1st, 2010
5 to April 25th, 2010, based on that 31 percent calculation that
6 you've been working with over the period of time, that figure
7 would now be higher than what your mortgage payment was before
8 you entered into any programs?

9 A. That's correct. But what I base mine on is my
10 annual payment. Last year during July -- or January to April,
11 number one, I'm the only one in the county at that time that
12 tested all the back flows. Prior to that, I -- back water.
13 Prior to that, I would only get comp time. My supervisor was
14 aware of my daughter's medical condition and her medical bills
15 that were coming in, so he at that point authorized me
16 temporarily to get paid for that, but that's only a short
17 window.

18 I looked at mine. When I applied for this home
19 modification program, I submitted my annual, not for a month
20 or two, I'm looking at the whole year. But during that period
21 of time, yes, there was a couple of months that -- and if you
22 look on those statements, it was overtime that we don't get
23 anymore. This year here, we're really not getting it.

24 But if you look at that pay scale, it was based on

1 the four months. I'm looking at the month the year prior to
2 that and the year prior to that that I submitted for this
3 program for the HAMP trial program.

4 Q. Now, you indicated a little earlier, and I just want
5 to clarify this, that you did sort of pay attention to any
6 offers to modify your loan, but you didn't feel that they were
7 substantially in your best interests, because they didn't
8 reduce your monthly payments significantly, is that a true
9 statement?

10 A. Yeah. It was a minimal amount, I felt, compared to
11 the program I was in for the \$1,140, that's correct.

12 Q. But that was in comparison to the HAMP program that
13 you were trying to work out with the lender prior to the
14 foreclosure mediation, is that correct?

15 A. The lender was Wells Fargo Bank, yeah.

16 Q. But the HAMP process that you're talking about was a
17 discussion between you and the lender prior to the foreclosure
18 mediation that had run its course before you even went to the
19 foreclosure mediation, is that correct?

20 A. It ran its course, yes, and it was Wells Fargo Bank
21 that negotiated that loan at that mediation, yes.

22 Q. So that portion of all your discussions and your
23 testimony other than just recanting it again at the
24 foreclosure mediation really had no bearing on what we were

1 there during the foreclosure mediation, is that correct?

2 A. Well, the foreclosure mediation, what I anticipated
3 was that who owns my note would show up, not Wells Fargo Bank,
4 that's what I expected at the mediation, and to negotiate with
5 them a loan.

6 Q. And the party on the telephone, Greg Eastman --

7 A. Wells Fargo Bank, which didn't own the note.

8 Q. But he indicated he had the ability to enter into a
9 modification agreement, is that true?

10 A. He -- when we left the modification at mediation, he
11 stated that he did not know who the investor was on that note.
12 So I felt that he was kind of just trying to make his own
13 modification up on his own through Wells Fargo Bank.

14 Q. Let's put it this way, then, if Mr. Eastman had put
15 forward something that was palatable to you in a modification,
16 you would have accepted it, correct?

17 A. If it was similar to the home modification program
18 that I was basically in. But the whole time I've been time
19 that Wells Fargo Bank doesn't have the authority to modify my
20 loan, because they aren't the investor on the note, so they
21 didn't have the authority to. And the letters they sent me
22 stated they don't have the authority. So then we get into
23 modification -- the mediation program and here's Wells Fargo
24 wanting to modify a loan again.

1 Q. When you make these statements that you received
2 letters from Wells Fargo indicating that they didn't have the
3 authority to --

4 A. Yes.

5 Q. -- enter a modification agreement while you were
6 discussing your situation with them prior to the foreclosure
7 mediation, you're talking about Exhibits 3, 6, 7 and 5, is
8 that correct?

9 A. Let's see. Three -- yeah, number three. No. Three
10 isn't the letter. It was 6 and 7 right here.

11 Q. Let's take Exhibit 5. Can you find that, please?

12 A. Yes.

13 Q. Okay. And basically if you look at the middle of
14 the letter under preliminary decision in bold, you go to the
15 second paragraph in that subdivision, it says, we service your
16 loan on behalf of an investor or group of investors that have
17 not given us the contractual authority to modify your loan
18 under the Home Affordable Modification Program. Is that what
19 that document says?

20 A. Yes.

21 Q. And there's nothing in there that says that Wells
22 Fargo doesn't have the authority to negotiate or modify your
23 loan. All they're saying is that this particular investor
24 doesn't participate in the HAMP program, is that true?

1 A. That's what they're stating, the investor doesn't
2 participate in the HAMP program. But --

3 THE COURT: It's okay. Ms. Pope will ask a
4 question.

5 BY MR. WASSNER:

6 Q. Now, you discussed that Wells Fargo presented an
7 affidavit that they were the owner of the deed of trust
8 earlier. Are you basing this statement as to the document on
9 Exhibit 2?

10 A. No, I'm not.

11 Q. Okay.

12 A. I'm basing it on the state mediator. When we went
13 into mediation, there was two things that the bank is required
14 to do. One is to provide a deed of trust of who owns the
15 note, the other one was to negotiate in good faith. That's
16 the only two requirements that the bank had to do, was
17 required to do when they showed up.

18 Q. Okay. And did the bank bring a deed of trust?

19 A. We asked who had the deed of trust on it and it
20 stated Wells Fargo Bank. That's when we questioned, well, if
21 Wells Fargo Bank in fact owns the deed of trust and you're
22 claiming that you own the deed of trust, Wells Fargo does
23 participate in the modification program. That's when it was
24 stated that in fact they don't know who owns the deed of

1 trust. That's when it changed. Because they were claiming
2 they owned the deed of trust and Wells Fargo does participate
3 in that program, then they change their mind that they don't
4 know who has the deed of trust.

5 Q. Okay. So the deed of trust that was presented
6 indicates that Wells Fargo was the originating lender of this
7 loan, correct?

8 A. That's correct.

9 Q. And this is the document that you're basing the
10 sworn statement that Wells Fargo was the owner of the note, is
11 that correct?

12 A. I'm basing it on the state mediator's statement that
13 he was provided that deed of trust of Wells Fargo Bank.

14 Q. Okay. Going back to Exhibit Number 1, the
15 mediator's statement, sir.

16 A. No, I'm not going by the mediator's statement. I'm
17 going by what the mediator stated while we were in the
18 mediation program, the statement of the mediator.

19 Q. In your recollection, again, what did the mediator
20 state?

21 A. He stated that Wells Fargo Bank provided the deed of
22 trust on this note. And that's when we asked, well, if they
23 have the deed of trust, then Wells Fargo does participate in
24 the HAMP program and we should have never been removed from it

1 to start with.

2 Q. Okay.

3 A. That's when the mediator stated saying you can't
4 have it both ways. You can't tell me you don't know who owns
5 the note and then you tell me -- provide me with a deed of
6 trust that you own the note. And that's when he stated that
7 you couldn't have it both ways.

8 Q. Okay. And looking at Exhibit 2, do you have that in
9 front of you, sir?

10 A. Here's Exhibit 2.

11 Q. And this is the deed of trust we're talking about,
12 correct?

13 A. This is the deed of trust that I signed.

14 Q. Okay. And when did you sign this deed of trust,
15 sir?

16 A. I think it was in 2003. Hang on.

17 Q. Would May 7th, 2003 be --

18 A. It's about then. I don't have any dates on it that
19 I see. May 6th, 2003.

20 Q. Okay.

21 MR. WASSNER: One second, your Honor.

22 THE COURT: Take your time.

23 BY MR. WASSNER:

24 Q. I may have asked this question before, but I want to

1 make sure if I didn't, I do. We did talk about the offer of
2 reducing your payment \$268 per month at the foreclosure
3 mediation. That was offered, correct?

4 A. I don't know the exact amount, but I know an offer
5 was -- that was not significant compared to the mediation
6 program -- the modification program that I was in. But I know
7 it wasn't a significant amount, a substantial amount according
8 to my payment on my house, the percentage I owe over
9 50 percent of my payment.

10 MR. WASSNER: Thank you, your Honor. I have no
11 further questions.

12 THE COURT: Ms. Pope.

13 MS. POPE: Yes, your Honor.

14 REDIRECT EXAMINATION

15 BY MS. POPE:

16 Q. Mr. Renslow, I'd like to go back to Exhibit 1. And
17 in the mediator's statement, he states that WFB was the --
18 that he received a certification that the copies I have were
19 true and certified that WFB was the true owner of the deed of
20 trust.

21 A. Let me put these in order. What exhibit is that?

22 Q. It's Exhibit 1.

23 A. On Exhibit 1.

24 Q. I think it's already opened to that page. Was it

1 your understanding that Wells Fargo Bank certified that they
2 were the true owner of the deed of trust?

3 A. That's correct.

4 Q. And when you walked out of that mediation, was it
5 your understanding that they didn't know who owned the deed of
6 trust?

7 A. That's correct. That they stated that they couldn't
8 tell us who owned the deed of trust on that note.

9 Q. And have you ever received any indication in writing
10 as to who owns the deed of trust other than Wells Fargo Bank?

11 A. No.

12 Q. With respect to your wages, it is my understanding
13 you've taken a pay cut?

14 A. That's correct. We've taken a pay cut three years
15 in a row.

16 Q. And is the pay cut based upon your hours, limiting
17 your hours or versus --

18 A. 2009, when I entered into this program, they cut all
19 overtime was cut on our pay, which I detrimentally relied on
20 my overtime to make ends meet when. My doctor bills
21 escalated, that's when I knew at that time between our cut in
22 pay, our freeze in no overtime and our insurance rates went
23 up, that's when I knew I had to do something and attempt to
24 modify this loan.

1 Q. And the window of time that you were questioned
2 about, were you receiving overtime for a short period of time?

3 A. Yes, for a short period of time. By the grace of
4 God, my supervisor realized that our medical bills going to
5 Stanford and back were getting substantially higher. So he
6 made an exception for me for a brief period of time. It
7 usually my overtime at that period was only comp time.

8 Q. As I you sit here today, what is your average
9 monthly income?

10 A. It's still right around \$5,000, probably about
11 \$5,500 a month.

12 MS. POPE: I have no further questions, your Honor.

13 THE WITNESS: And in the meantime, our bills have
14 gone up even more.

15 THE COURT: All right. Hang on a second,
16 Mr. Renslow. Mr. Wassner, does that raise any questions?

17 MR. WASSNER: No, your Honor.

18 THE COURT: Ms. Pope, raise any questions?

19 MS. POPE: No.

20 THE COURT: All right. Mr. Renslow, you can step
21 down.

22 THE WITNESS: Thank you.

23 THE COURT: Ms. Pope.

24 MS. POPE: Your Honor, I could call, I do have

1 Mrs. Renslow here. She's going to testify basically to the
2 same thing as far as attending the mediation.

3 THE COURT: She's not going to add anything?

4 MS. POPE: She won't add anything different.

5 THE COURT: Okay.

6 MS. POPE: As well as her father is there, David
7 Green. They don't have anything to add to it. It would only
8 have to do with the mediation. Otherwise, I rest. I have no
9 further witnesses.

10 THE COURT: Thank you, Ms. Pope. Mr. Wassner.

11 MR. WASSNER: Your Honor, we call Philip Cargioli to
12 the stand, please.

13 (One witness sworn at this time.)

14 **PHILIP CARGIOLI**

15 called as a witness, being first
16 duly sworn, was examined and testified
17 as follows:

18 **DIRECT EXAMINATION**

19 BY MR. WASSNER:

20 Q. Sir, would you state your full name and who your
21 employer is, please?

22 THE COURT: Spell his last name, too.

23 THE WITNESS: Philip Thomas Cargioli,
24 C-a-r-g-i-o-l-i. Current employer, Wells Fargo.

1 BY MR. WASSNER:

2 Q. And how long have you worked for Wells Fargo?

3 A. A little under three years.

4 Q. And what is your current position with Wells Fargo,
5 please?

6 A. I'm a loan adjustor.

7 Q. And could you explain to the Court what that means?

8 A. Basically, a loan adjuster will look at problem or
9 delinquent loans and try to come up with a retention option to
10 keep the borrower in their home and get them out of
11 foreclosure.

12 Q. Do you work with the Home Affordable Mortgage
13 Program?

14 A. Yes, we do.

15 Q. And could you explain a little bit to the Court what
16 that program is about and then how you try to interrelate it
17 with your foreclosure mediations in the State of Nevada?

18 A. Sure. Well, basically they tried -- the HAMP
19 program, Home Affordable Modification Program, it tries to get
20 the borrowers down to a payment that is 31 percent of their
21 gross income. And they do this by various tools, reduction of
22 the interest rate, extension of the term, all the while
23 complying with the contract that the servicer has with the
24 current investor.

1 Q. Now, Wells Fargo not only owns home mortgages, but
2 they also are what has been called a servicer or provider of
3 services to other lenders?

4 A. That is correct.

5 Q. What does that entail, please?

6 A. Basically, they do not own the mortgage, but they do
7 service the mortgage. You know, they collect payments on
8 behalf of the lender. They are given full authority to
9 modify, foreclose, you know, all the basic actions that would
10 need to be taken.

11 Q. Have you had an occasion to look at the Renslow loan
12 modification?

13 A. Yes.

14 Q. And to start off with, were you personally involved
15 in any of the original HAMP discussions with Mr. and Mrs.
16 Renslow?

17 A. No, I was not.

18 Q. Did you participate in the foreclosure mediation in
19 the State of Nevada?

20 A. No, I did not, not this particular one.

21 Q. But you have participated in a number of
22 modifications, foreclosure modifications in the State of
23 Nevada?

24 A. Yes.

1 Q. And do you know who the person was at Wells Fargo
2 who was assigned to review the Renslows' documents for the
3 foreclosure modification?

4 A. Yes, I do.

5 Q. Who is that?

6 A. Greg Eastman.

7 Q. How long has Mr. Eastman been with Wells Fargo?

8 A. That's -- I don't really know how long he's been
9 with Wells Fargo. I would say he was in the -- at the time of
10 the mediation, he had been in the department for approximately
11 four to five months.

12 Q. In reviewing the Renslow file, did you have occasion
13 to followup on the promissory note and the deed of trust?

14 A. Yes.

15 Q. Did you make contact with a party that had the
16 original promissory note and deed of trust?

17 A. Yes. Correct.

18 Q. And who was that person?

19 A. Well, various custodians hold these. I'm not sure
20 exactly who was holding it at the time, but, you know, we
21 requested them from -- first, we have to track it down and
22 then we get it sent to us and then we make the true and
23 certified copies.

24 Q. When you had an occasion to look at this, when was

1 this?

2 A. When did I first look at it?

3 Q. Yes.

4 A. I'd say a month, month and a half ago is when I
5 reviewed it.

6 Q. And in reviewing the deed of trust and the
7 promissory note, what can you relay to the Court about the
8 ownership of those in relationship to those two documents of
9 this note we're talking about today?

10 A. To those two documents, it depicts that Wells Fargo
11 originated the loan and they were the original lender.

12 Q. And these documents would be true and correct based
13 on the information that was put on them on the day they were
14 created, is that correct?

15 A. Yes.

16 Q. Okay. So if these -- if this promissory note was
17 transferred to somebody else, it wouldn't be reflected on
18 either one of these documents, is that correct?

19 A. Yes, that's correct.

20 Q. And there are mechanisms to indicate that a loan has
21 been transferred to somebody else, correct?

22 A. Yes.

23 Q. And did you have occasion to try to look into this
24 matter to see whether or not these -- this promissory note and

1 deed of trust had been transferred to somebody else?

2 A. Yes. I mean, when we request these documents from
3 the custodian, we request everything, note, deed of trust, any
4 assignments, any allonges.

5 Q. And that's not only for your preparation of today's
6 hearing, but that would be for preparation of a foreclosure
7 mediation in the State of Nevada?

8 A. Every single one.

9 Q. So if you were to receive documents that only show a
10 deed of trust and a promissory note, what would be your
11 inclination to say about that document as to who owns the
12 loan?

13 A. I would have reason to believe that Wells Fargo
14 owned that loan.

15 Q. And this is a separate department of your
16 foreclosure mediation division, is that correct?

17 A. That's correct.

18 Q. If you could, could you just generally give us an
19 idea about when a rep attends a Nevada foreclosure mediation,
20 what pops up on his screen to give him information about
21 promissory notes and deed of trusts, investors and that type
22 of thing for the Court's information?

23 A. In our database on our computers, there's a code on
24 one of the screens. It does not disclose who the investor is.

1 It's simply a numerical, you know, sometimes it will have
2 letters in the code. We can then take that code and look up
3 specific guidelines for that loan. But it never actually
4 discloses who the investor is.

5 Q. Is that part of the checks and balances of the bank
6 in that they don't want people knowing what loans they may be
7 working on at that point in time?

8 A. Sure.

9 Q. And when you talk about this code bringing up the
10 information that the representative will use during the
11 foreclosure mediation, are you talking about investor
12 guidelines?

13 A. Yes.

14 Q. What is the purpose of that document?

15 A. The investor guidelines basically layout what can be
16 done as far as foreclosure mediations are concerned, what can
17 be done as far as modification, a short sale or a deed in
18 lieu.

19 Q. And in review of your -- of your company's records
20 in this matter, Greg Eastman had full authority to attend this
21 mediation?

22 A. Yes. As a servicer, he had full authority.

23 Q. And as the servicer, he had the authority to enter
24 into negotiations with the homeowners about terms and

1 conditions of any possible modification that might come about,
2 is that correct?

3 A. Yes, that's correct, as long as he followed the
4 contract, the guidelines that were given.

5 Q. Did Mr. Eastman offer any modifications to the
6 homeowners during this hearing?

7 A. Yes, he did. I briefly reviewed the notes, Mr.
8 Eastman's notes from the mediation. It did reflect a \$260
9 payment reduction, which was an offer that was given.

10 Q. And that was denied, is that correct?

11 A. Yes.

12 Q. Did you have occasion to run what I will call HAMP
13 numbers, which is basically the 31 percent, to determine what
14 payments might be under a trial payment in a proposed HAMP
15 modification, trial modification back in 2009 for the
16 Renslows?

17 A. Yes.

18 Q. And could you explain to the Court basically what
19 you did and how you got your numbers?

20 A. Sure. Well, back in 2009, HAMP was run a little
21 different. We were given instructions from the Treasury to,
22 and I believe Mr. Renslow indicated this, that, you know, we
23 were basically looking at the income numbers in trying to
24 qualify anybody for the HAMP program and that's how we were

1 instructed to go about our business with that.

2 Q. So when you were trying to qualify people for HAMP
3 back in 2009, you were going on basically verbal information,
4 maybe some written documentation, but you weren't getting a
5 full-blown modification application package from the
6 homeowners when you entered them into a trial modification, is
7 that my understanding?

8 A. That's correct back in 2009. That did, of course,
9 create many problems. The Treasury did recognize that and
10 they did, you know, amend their rules. Starting June 2010,
11 they required full documents before qualifying someone on a
12 HAMP trial.

13 Q. And so this was a common problem prior to June 2010,
14 a common problem of people applying for HAMP based on either
15 verbal or minimal documents that then when it was time to come
16 and calculate, that people were not qualifying?

17 A. Yes, I saw that many times.

18 Q. Okay. During the modification, foreclosure
19 modification that we had in here in the State of Nevada, would
20 the Renslows have qualified for HAMP if it was available to
21 them?

22 A. No, they would not.

23 Q. And you base that on what?

24 A. Well, I took a look at the pay stubs from back in

1 2009. Correct me if I'm wrong, I believe it was the most
2 recent one we had from 2009 was something from September 13th
3 of 2009.

4 Q. Yes.

5 A. So I took that year-to-date gross amount from that
6 pay stub and spread it over a monthly average to make sure,
7 you know, there wasn't any -- you know, sometimes when you
8 just use the pay stubs that we're given and you calculate the
9 periods of time, it gives you an inaccurate figure. That's
10 why we were using a full year-to-date figure to exclude any,
11 you know, unfair payments or unfair paychecks, maybe less or
12 more.

13 But that gave them, I believe, a monthly gross
14 income of \$5,600. Their payment was at, I think it was
15 \$1,708, \$1,728, somewhere in that region. I did a DTI
16 calculation and their DTI was under the 31 percent, which
17 would not qualify them for HAMP. They were given a payment
18 of, I think it was \$1,125. If we refer back to the -- it's
19 somewhere around there, if you refer back to the HAMP trial.
20 That would have required a verbal statement from the borrowers
21 of \$3,600.

22 Q. For a gross income, monthly gross income?

23 A. \$3,600 to achieve that payment that was given to
24 them.

1 Q. Now, is it your -- who owns this loan?

2 A. Who owns this loan? Federal Home Loan Bank.

3 Q. You're the servicer, Wells Fargo Bank is the
4 servicer for Federal Home Loan Bank?

5 A. That's correct.

6 Q. And we've already had the discussion about what a
7 servicer does. In regards to providing this service for the
8 bank during the foreclosure mediation, did you have an
9 opportunity to review Greg Eastman's proposals?

10 A. Yes.

11 Q. And did you find that they complied with the
12 servicer's agreement?

13 A. The lender's agreement --

14 Q. The lender's agreement. I'm sorry.

15 A. -- to the servicer. Yes, that's correct, he did.

16 Q. Would there have been anything else that Mr. Eastman
17 could have offered the Renslows at that point in time?

18 A. Just the reinstatement, which he did offer.

19 Q. And in your review of the computer screen that
20 basically Mr. Eastman would have been working off of, did you
21 see anything in there that indicated who the investor was in
22 this loan?

23 A. There was just the investor code that was in there.

24 Q. Which didn't reveal that --

1 A. Correct.

2 Q. Okay.

3 MR. WASSNER: I have no further questions, your
4 Honor.

5 THE COURT: Ms. Pope.

6 MS. POPE: Thank you, your Honor.

7 CROSS EXAMINATION

8 BY MS. POPE:

9 Q. So based upon your testimony, isn't it true that
10 then Wells Fargo was not the true owner of the deed of trust?

11 A. That's correct at this time.

12 Q. And isn't it true, then, that would contradict the
13 representations made in the mediator's statement that WFB was
14 the true owner of the trust?

15 A. What statement?

16 Q. If you could look at Exhibit 1 and if you could look
17 on the second paragraph.

18 A. Yeah, according to this statement.

19 Q. And isn't it true that the denial of the Renslows as
20 far as the denial of participation in the HAMP program had
21 nothing to do with whether they qualified financially?

22 A. That's true.

23 Q. Isn't it true that there's nothing of record that
24 shows, and I mean record like an accounting record, that shows

1 the assignment of this deed of trust from Wells Fargo to
2 anybody else?

3 A. That I'm not sure.

4 Q. Have you actually seen an assignment?

5 A. No, I have not.

6 Q. And is it only based upon the computer printout or
7 your codes in the computer that you believe Federal Home Loan
8 Bank owns this?

9 A. Yes.

10 Q. Have you actually reviewed their servicing agreement
11 with respect to the Renslows' loan?

12 A. With respect to the Renslows' loan, yeah. Yeah.

13 Q. But there's nothing of record or anything that you
14 know of that has been provided to the Renslows to show them
15 who owns their loan, is that correct?

16 A. I don't know. I mean, at the time of the transfer,
17 I'm sure there was something sent to them.

18 Q. But you don't know that for sure?

19 A. No, of course not.

20 Q. You haven't reviewed any documents that shows
21 they've been provided with notice, have you?

22 A. No.

23 MS. POPE: I have no further questions, your Honor.

24 THE COURT: Thank you. Ms. Pope. Mr. Wassner.

1 MR. WASSNER: Just one follow-up.

2 THE COURT: Certainly.

3 REDIRECT EXAMINATION

4 BY MR. WASSNER:

5 Q. Sir, you don't know of anything that would indicate
6 that Wells Fargo as the servicer for this investor has tried
7 to hide or to prevent anybody from understanding this
8 relationship, do you?

9 A. That's correct. Yes.

10 Q. The documents that counsel might have been referring
11 to as to show how this transfer from Wells Fargo to the bank
12 occurred, speculation, you could say that, one, maybe they
13 weren't prepared, or, two, if they were prepared, they've been
14 misplaced. There's a number of reasons why this may not be in
15 this particular folder, is that true?

16 A. Uh-huh. Yeah.

17 MR. WASSNER: No further questions, your Honor.

18 THE COURT: All right. Ms. Pope.

19 RECROSS EXAMINATION

20 BY MS. POPE:

21 Q. Just one further follow-up question. Why wasn't
22 there ever any assignment ever recorded?

23 A. I'm not sure that there wasn't.

24 Q. But you haven't reviewed any document that shows any

1 assignment?

2 A. No. I personally have not reviewed any document
3 that shows that, but that does not mean that there is not one
4 that exists.

5 MS. POPE: I have no further questions, your Honor.

6 THE COURT: You may step down. Thank you, sir.

7 MR. WASSNER: No further witnesses, your Honor.

8 THE COURT: All right. Ms. Pope, argument.

9 MS. POPE: Yes, your Honor. By failing to record or
10 provide any assignment or any proof of evidence as to who the
11 lender is in this note, the Renslows didn't know who they were
12 supposed to be negotiating with. They acted in good faith in
13 trying to work with Wells Fargo. They expected to show up to
14 the mediation and find out who actually owned their loan. And
15 the testimony shows that the mediator, the Renslows walked out
16 of mediation not knowing for sure who owned their loan.

17 And I mean it's only today that somebody has
18 unequivocally said that Federal Home Loan Bank owns that loan
19 except there's no documented evidence as to who owns the loan.

20 THE COURT: But there's evidence in the record here
21 that Mr. Eastman showed up with authority to modify the loan.
22 If he had exceeded that authority, perhaps there may be some
23 liability to the investors, but, certainly, Wells Fargo and
24 the investors would have been bound by those representations,

1 wouldn't they?

2 MS. POPE: I think one of the parameters for
3 participating in good faith in the mediation is to know that
4 your lender and somebody is actually showing up who can tell
5 you who your lender is.

6 THE COURT: Okay.

7 MS. POPE: In this instance, they couldn't -- by the
8 time they walked out of the mediation, they did not have
9 confirmation as to who the lender is. And that is clear from
10 the Renslows' testimony, it's clear from the mediator's
11 statements in his mediation statement.

12 THE COURT: Correct. But the rule provides that the
13 lenders can have a representative at that mediation. The
14 lender doesn't have to show up. The rule provides that a --
15 that all beneficiaries of the deed of trust sought to be
16 foreclosed against an eligible participant who has timely
17 delivered an election of mediation shall participate in the
18 foreclosure mediation program, be represented at all times
19 during the mediation by a person or persons who have authority
20 to modify the loan.

21 MS. POPE: But how can you know for sure that they
22 have authority when they can't even tell you who the lender
23 is?

24 THE COURT: Well, if they do show up and say I have

1 authority.

2 MS. POPE: Actually, what they did, according to the
3 mediation statement and what everybody heard when they were
4 there in the mediation is that they were showing up and they
5 initially stated that Wells Fargo Bank had owned -- was the
6 true owner.

7 THE COURT: Correct. And that's what the note says
8 as well.

9 MS. POPE: That is what the note says. But
10 basically the statement of the mediator goes beyond. It's not
11 based upon just because it started out that the note and the
12 deed of trust states that. It was based upon a sworn
13 statement saying that they were the true beneficiaries. We
14 now know for sure they aren't.

15 Then to walk out of there and not know who your
16 lender is, by law you are to receive notice. The Renslows
17 have never received notice as to their lenders. I mean, we
18 have the statement today, but we have no proof of any
19 assignment. Whether it's recorded or not recorded, a note
20 will have on it -- is supposed to have on it something that is
21 stamped that says it's been assigned. It used to be
22 assignments were actually recorded in the county recorders
23 office. Something has changed.

24 THE COURT: Those were the days.

1 MS. POPE: And so now in good faith the Renslows
2 entered into a trial period, made their payments, provided the
3 information requested and then they find out that the investor
4 doesn't participate in the program, don't know who the
5 investor is. They think they're going to show up at the
6 mediation and find out who their investor is for sure. They
7 walk out of the mediation, they still don't know who the
8 investor is.

9 THE COURT: But they walk out at least with an offer
10 to modify in some respect.

11 MS. POPE: How would you know? They thought they
12 had an offer before when they were working with Wells Fargo
13 and in good faith they make all those payments. Now they're
14 in a situation where their credit report says they're 180 days
15 late. They can't qualify to get another loan. I submit that
16 this is deceptive trade practice violations under the NRS 598.
17 They're required under federal law to give notice, the banks
18 are, when there is an assignment. They never received any
19 notice.

20 In this instance, it's not like some of the other
21 loans where you see your servicer change. It's always been
22 under the name of Wells Fargo and it's not saying Wells Fargo
23 servicer, it just says Wells Fargo. They made their payments,
24 there's never been a change.

1 I submit that they didn't show up and weren't acting
2 in good faith. I mean, it's just not -- you are entitled to
3 know who your lender is.

4 THE COURT: If they had accepted that modification,
5 would not Wells Fargo have been bound by it?

6 MS. POPE: If they had accepted the modification?

7 THE COURT: Let's set aside the adequacy of the
8 modification. Let's just set aside the 268 and it could be
9 \$2,068, but let's just set that aside. But let's say Mr.
10 Eastman, Wells Fargo, who had only been there for four months,
11 as far as the witness testimony, says, you know what, I'll
12 make you a deal. We'll modify it five hundred bucks. How is
13 that? And Mr. Renslow says, deal, that works out.

14 They walk out of there and can't Mr. Renslow
15 adequately rely upon that representation by that agent, the
16 officer, the loan modification officer and say my loan is now
17 modified five hundred bucks less a month? Is he entitled to
18 rely upon that?

19 MS. POPE: I think he would have been entitled to
20 rely upon that.

21 THE COURT: Wouldn't Wells Fargo have been bound by
22 that?

23 MS. POPE: Arguably, yes. But how -- if you don't
24 know who your investor is, how do you know for sure they don't

1 participate in the HAMP program?

2 THE COURT: I understand that. So Mr. Renslow then
3 starts making his monthly payments, less \$500, and the
4 investor, Federal Home Loan Bank says, wait a minute, these
5 payments are \$500 less. Their action is not against
6 Mr. Renslow, their action is against Wells Fargo, isn't it?

7 MS. POPE: Yes, the lender's action would have been
8 against Wells Fargo.

9 THE COURT: Okay.

10 MS. POPE: But without knowing who the lender
11 actually is, you don't know whether you're actually getting a
12 deal. How do you know for sure whether that lender
13 participates under HAMP or not and a HAMP it would be a better
14 deal.

15 THE COURT: No question.

16 MS. POPE: They had been making payments under that.
17 So I mean, I still think it's not good faith to actually
18 disclose who the lender is to be able to really evaluate your
19 options. That is the whole point is that you're there in good
20 faith to negotiate and you need to know what terms are and
21 whether you're really able -- is this really the best you can
22 do because your lender doesn't participate? How can you
23 evaluate that when you don't know who the lender. That's
24 where I think that they are not participating in good faith.

1 THE COURT: Mr. Renslow, I'll give you an
2 opportunity to talk to your attorney before anything is said.

3 MS. POPE: Based upon the fact that they didn't
4 participate in good faith, we are requesting that the Court
5 calculate based upon the \$5,000 that Mr. Alsasua gave as far
6 as have the modification imposed, which is one of the
7 sanctions that the Court can impose if the Court finds that it
8 was not acted in good -- they were not acting in good faith
9 and modify their loan.

10 THE COURT: Okay.

11 MS. POPE: Shall I speak to my client?

12 THE COURT: Yes, why don't you go ahead.

13 MS. POPE: Essentially goes back to the argument
14 that he was very worried if he entered into the modification,
15 he was going to end up back in the same position again. So I
16 think we've covered that so I will rest with my argument.

17 THE COURT: Thank you, Ms. Pope. Mr. Wassner.

18 MR. WASSNER: Thank you, your Honor. The first
19 thing I'd like to address is I think everything that we've
20 discussed here today that happened prior to the foreclosure
21 mediation really has no bearing on whether -- on the Court's
22 determination of whether or not Wells Fargo participated in
23 good faith.

24 THE COURT: Why not?

1 MR. WASSNER: Because we're going in there trying to
2 look and see what we can do to modify a loan based on current
3 circumstances at that point in time.

4 THE COURT: Why aren't we in that modification
5 program?

6 MR. WASSNER: The 2009 one or? I don't understand
7 the question.

8 THE COURT: I'm sorry. Why are we in the mediation
9 program?

10 MR. WASSNER: The foreclosure mediation?

11 THE COURT: Right.

12 MR. WASSNER: Is because the Renslows had gotten to
13 a point where a notice of default was recorded and the process
14 was started.

15 THE COURT: And why was that notice of default --

16 MR. WASSNER: Because of the situation that occurred
17 prior to the foreclosure mediation, which involved their
18 negotiations with the HAMP and that whole scenario. I agree
19 with that.

20 THE COURT: And the situation that occurred was as a
21 result of Wells Fargo telling the Renslows, the only way
22 you're going to be able to get this modified is if you lose --
23 if you don't pay two months' or three months' mortgage
24 payment, which will then put you in foreclosure, now we'll

1 talk to you. So can it not be argued that the conduct of
2 Wells Fargo, which essentially suckered the Renslows into
3 defaulting on this mortgage, forcing them to go into this
4 mediation program is not somewhat relevant to this Court's
5 consideration?

6 MR. WASSNER: Your Honor, when Mr. Renslow made or
7 Mr. and Mrs. Renslow made that decision to go two or
8 three months behind on their payment to take advantage of a
9 federal program that was being turned out at that point in
10 time, that was a conscious economic decision on their part.

11 THE COURT: Under the evidence that was admitted in
12 this hearing, that conscious economic decision was based upon
13 the advice of your client Wells Fargo. The testimony, the
14 evidence introduced at this hearing by Mr. Renslow
15 demonstrates that he was complying with every single term
16 requested by your client and he complied with that month in
17 and month out. And when finally he was able to talk to some
18 human being, they staggered around and found that the paper
19 work and said, well, we can't talk to you unless you're in
20 default.

21 So to the extent that a conscious economic decision
22 by Mr. Renslow was made based upon the evidence admitted in
23 this trial, it certainly can be argued it was based upon the
24 advice of your client.

1 MR. WASSNER: The evidence also reflects that Mr.
2 and Mrs. Renslow was at least one month behind before they
3 started those early negotiations.

4 THE COURT: That's true.

5 MR. WASSNER: It's a combination of everything that
6 is going on and I think --

7 THE COURT: But once they got in that program, they
8 were compliant.

9 MR. WASSNER: But if you go through the
10 documentation, it was a trial modification.

11 THE COURT: I went through the documentation and
12 this is what your client said to Mr. and Mrs. Renslow,
13 Exhibit 4, Home Affordable Modification Program. If I am in
14 compliance with this loan trial period and my representations
15 in section one continue to be true in all material respects,
16 then the lender will provide me with a loan modification
17 agreement as set forth in section three that would amend and
18 supplement, one, the mortgage on the property and, two, the
19 note secured by the mortgage.

20 It doesn't say may provide me with a loan
21 modification agreement. It says, if I am in compliance with
22 this loan trial period, then the lender will provide me with a
23 loan modification. The evidence -- go ahead. I'm sorry. I'm
24 getting ahead of myself.

1 MR. WASSNER: That's fine, your Honor. Also in that
2 paragraph, it talks about section one, that the
3 representations in section one continue to be true in all
4 material respects. And that's where we got back to the income
5 issue of the Renslows and the increases in their income.

6 THE COURT: From January to April 25th of 2010, the
7 gross income went up to \$6,136. Yes, I see that.

8 MR. WASSNER: And back in '09, we had the pay stubs
9 that indicated he was basically earning \$28.55, which is about
10 five thousand and some odd dollars.

11 THE COURT: It went up to \$29 and some odd cents.

12 MR. WASSNER: Right. So based on the figures --

13 THE COURT: For at least that four-month period.

14 MR. WASSNER: Based on the figures that we had,
15 Mr. Renslow discussed with us, it was -- it's indicative that
16 the financial situation of the Renslows changed over this
17 period of time, which would have an impact on any reevaluation
18 of an HAMP offer until that is made permanent.

19 THE COURT: Okay. Yes. You're right.

20 MR. WASSNER: Now, back to the foreclosure
21 mediation.

22 THE COURT: Where is the allonge? Where is the
23 assignment?

24 MR. WASSNER: The note has the allonge or the stamp

1 on it that it's a pay to the order. We've looked for any
2 documentation that indicates that an assignment has been made.

3 THE COURT: And?

4 MR. WASSNER: We cannot find one.

5 THE COURT: Okay.

6 MR. WASSNER: And I will represent to the Court that
7 that was one of the documents that if we had, we would have
8 brought, but we didn't have it.

9 THE COURT: Okay. And you'll concede that that was
10 supposed to be provided pursuant to the rules?

11 MR. WASSNER: No doubt about that, your Honor. Says
12 exactly in the rules that we're to provide a certified copy of
13 the note, which we did.

14 THE COURT: Okay.

15 MR. WASSNER: We provided a copy of the deed of
16 trust and if we had an assignment, we would have provided it.

17 THE COURT: Okay.

18 MR. WASSNER: As Mr. Cargioli indicated, he looked,
19 he couldn't find one. To say whether or not one was ever
20 prepared, I can't represent that to the Court whether it was
21 or wasn't.

22 THE COURT: Okay.

23 MR. WASSNER: It wasn't provided at the foreclosure
24 mediation. But other than that one issue, I think Wells

1 Fargo's participation in the foreclosure mediation is not
2 indicative of bad faith.

3 The servicer rep was there who had authority to
4 enter into negotiations with the homeowners, provided some
5 alternatives for them, spent as Mr. Alsasua indicated a number
6 of hours, not a number of hours, but about an hour or so
7 trying to answer the question as to what -- who the owner was
8 and how we got from the deed of trust to Federal Home Loan
9 Bank. We weren't able to provide that. As Mr. Cargioli
10 indicated, what Mr. Eastman had on his screen is just a code.
11 It doesn't provide any information.

12 I will indicate that I think the Renslows in all
13 honesty knew that Wells Fargo was the servicer of this loan
14 for a couple of reasons. We heard Mr. Renslow talk about
15 finally getting somebody at Wells Fargo to say who the owner
16 of the loan was.

17 THE COURT: Finally?

18 MR. WASSNER: Well, finally, because he called a
19 number of times and couldn't get that answer addressed and I
20 can understand that frustration. The April 5th, 2010 letter,
21 which is Exhibit 5, indicates clearly we service your loan on
22 behalf of an investor.

23 THE COURT: But this is after they've been making
24 payments to Wells Fargo up until this time.

1 MR. WASSNER: I understand that.

2 THE COURT: Do you think that an ordinary citizen
3 knows the difference between a lender and a servicer?

4 MR. WASSNER: Probably not.

5 THE COURT: Who should bear that deficit? That's a
6 rhetorical question. I apologize.

7 MR. WASSNER: Maybe it is to carry on with that a
8 little bit is that counsel is indicating that because her
9 clients had no idea who owned this loan, that they couldn't
10 participate in this -- and I don't want to say in bad faith or
11 good faith for the Renslows, because I honestly believe they
12 tried their best to do what is good for them and to
13 participate in the foreclosure mediation process.

14 But to get back to your rhetorical question, does
15 the average person really know who a servicer or who a lender
16 is? Probably not. But that didn't prevent Wells Fargo from
17 coming to the foreclosure mediation, trying to work something
18 out with the Renslows, and if the Renslows would have agreed
19 to it, it would have been in concrete.

20 Counsel has been talking about fair trade practices
21 and all that and --

22 THE COURT: That's outside the cannon of this
23 program.

24 MR. WASSNER: That's why I tried to provide up what

1 we're talking about, putting things that happened prior to the
2 mediation process aside, because there may or may not be
3 consequences for what happened. But the unfortunate thing is
4 that I think that this Court only needs to be looking at what
5 the foreclosure mediation consisted of, what transpired there
6 and determine whether or not Wells Fargo participated in good
7 faith.

8 And I think that if you look at the totality of what
9 Wells Fargo accomplished through the testimony of all the
10 witnesses, that we did participate in good faith. We came
11 with the deed of trust and the note certified. Granted, we
12 didn't have any documentation that would indicate that Wells
13 Fargo had transferred ownership of this document, but we
14 represented that we had the authority to negotiate, we offered
15 some negotiations and some modifications, which were turned
16 down.

17 I'm sure Mr. Renslow, if we had offered him your
18 example or something close to that, he would have accepted.
19 Then if we -- and I say we, Wells Fargo, came back and said,
20 sorry, that mediator's statement, we're not going to agree
21 with it, then we'd have a whole different tenor of what this
22 hearing would be, because you would have the right to enforce
23 the terms of that agreement.

24 But I think the Renslows understood that Wells Fargo

1 was basically the servicer of this loan. And I don't know if
2 it was more of a venting process about who the real owner of
3 the note is throughout the testimony versus did Wells Fargo
4 really participate in good faith. And I think if you take it
5 in totality, I think Wells Fargo did what they were required
6 to do. Actually did more in the sense, you know, tried to
7 answer some of these questions.

8 We didn't bring any documentation that would
9 indicate the transfer of that ownership and we've always said
10 that from the beginning. Other than that, your Honor, I don't
11 have any further remarks.

12 THE COURT: Okay. Thank you, Mr. Wassner. Just a
13 minute, Ms. Pope. Okay.

14 MS. POPE: Your Honor, I'd like to answer the
15 question about what the bearing -- what bearing it had on the
16 mediation, the whole procedure where they were kicked out of
17 the program because their investor did not participate.

18 The bearing is that Wells Fargo then had from April
19 until October to come in and say who actually owns and who
20 that real investor is and they actually couldn't do it at the
21 mediation. So they had from March, April, May, June, July.

22 THE COURT: Well, they did do it at the mediation.
23 They said Wells Fargo was the owner. It just wasn't true.

24 MS. POPE: It just wasn't true.

1 THE COURT: But they did say it.

2 MS. POPE: You're right. I stand corrected. At the
3 beginning, they did say it was Wells Fargo. At the end, they
4 walk out and they don't know who the investor is. And this
5 was an issue that was raised back in April and that's where I
6 think they were not in good faith and that's what the
7 relevance of everything, some of the relevance of everything
8 that went on before is at that point, if they really don't own
9 the note, they should have been up on that information. They
10 shouldn't have said that Wells Fargo owned the note or was the
11 true owner of the note and they should have said it's Federal
12 Home Loan Bank. I mean, they did give some --

13 THE COURT: Let's say they did say it. All right.

14 MS. POPE: Yes.

15 THE COURT: Let's say they had the assignment. It
16 was stuffed in some potted plant someplace. I found it and
17 we're actually the servicer on the note and Federal Home Loan
18 Bank is the owner of the note. We as the servicer have the
19 authority to modify this loan and let's talk about it. Let's
20 see what your income is. Let's see debt to income, run the
21 numbers and the best we can do is \$268.

22 And if your client said, you know, that's exactly
23 what we were looking for, wouldn't it have -- wouldn't Federal
24 Home Loan Bank have been bound by it, because they're

1 represented by an entity who is on the note and gives all
2 indications that they've got the authority to modify. Where
3 is the prejudice?

4 MS. POPE: Where the prejudice is, if you don't know
5 who the owner is, you don't know if they participate or don't
6 participate in the HAMP, you can't fully evaluate what is
7 being offered. If they knew that Federal Home Loan Bank
8 really was the lender, really was the holder of that note and
9 the deed of trust and knows they don't participate in the
10 program and this really is the best they're going to do, you
11 can evaluate it one way, but if you don't know who the lender
12 is, how can they say whether or not they participated in the
13 HAMP program and how do we know you're agreeing to the best
14 modification you can get?

15 THE COURT: Now, there is the argument. There is
16 the point, I think, that is germane to this discussion is how
17 can the plaintiffs, how can the homeowners really evaluate
18 that they are getting the best deal unless the owners of the
19 note are present?

20 MS. POPE: Yes. Exactly.

21 THE COURT: Okay.

22 MS. POPE: And that is the point. I would like to
23 point out that all through the process, Mr. Renslow testified
24 he did provide all of his pay stubs and everything so they had

1 all of that information. And they did rely upon the advice
2 that they received from Wells Fargo to try and get into the
3 home loan program and that's how they ended up in the
4 situation they're in where they're not able to get a loan at
5 this point. And having said that, I rest my case.

6 THE COURT: Thank you, Ms. Pope. Court's going to
7 take this under consideration, because I want to put what I
8 intend to say in this case in writing. So we'll issue a
9 written order.

10 But I just want to make this one observation. That
11 we are entering Lewis Carol's world when we have a federal
12 agency like the Federal Home Loan Bank that doesn't
13 participate in a federal program, the HAMP program.

14 And the question is to what extent homeowners who
15 have complied with every requirement should bear on their
16 backs this cosmic foul-up? Now, I -- well, I've said enough.
17 I really appreciate the attorneys' work in this case. A lot
18 of people don't appreciate, don't see the hard work that the
19 lawyers put in. Sometimes they see them on television or in
20 movies, but this system and it's an important program, this
21 system cannot work without good lawyers on both sides. Not
22 that it makes the decision any easier, but it certainly makes
23 the process a lot smoother.

24 So I appreciate the hard work of the attorneys on

1 both sides in this case. We'll try and get a written order
2 out maybe in a week. We'll do our best. In the interim, the
3 status quo remains. And I don't want any action taken on the
4 Renslows' loan until we issue our order. All right.

5 Ms. Pope, anything further?

6 MS. POPE: No, your Honor.

7 THE COURT: Thank you very much.

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1 STATE OF NEVADA)
) ss.
2 County of Washoe)

3 I, STEPHANIE KOETTING, a Certified Court Reporter of the
4 Second Judicial District Court of the State of Nevada, in and
5 for the County of Washoe, do hereby certify;

6 That I was present in Department No. 7 of the
7 above-entitled Court on March 17th, 2011, at the hour of 2:00
8 p.m., and took verbatim stenotype notes of the proceedings had
9 upon the foreclosure mediation evidentiary hearing in the
10 matter of DUKE and TINA RENSLOW, Plaintiff, vs. WELLS FARGO
11 BANK, Defendant, Case No. CV10-03382, and thereafter, by means
12 of computer-aided transcription, transcribed them into
13 typewriting as herein appears;

14 That the foregoing transcript, consisting of pages 1
15 through 88, both inclusive, contains a full, true and complete
16 transcript of my said stenotype notes, and is a full, true and
17 correct record of the proceedings had at said time and place.

18
19 DATED: At Reno, Nevada, this day day of month, 2011.

20
21 S/s Stephanie Koetting
22 STEPHANIE KOETTING, CCR #207
23
24

CV10-03382 DC-9900023574-002
DUKE & TINA RENSLAW VS WELLS 5 Pages
District Court 02/10/2011 12 28 PM
Washoe County 2545
Mount TFR

THE LAW OFFICE OF
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A PROFESSIONAL CORPORATION
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(775) 337-0773

FILED

11 FEB 10 PM 12:28

HOWARD W. CONYERS

BY *K. Montgomery*
DEPUTY

1 Code: 2545
2 Carole M. Pope, SBN 3779
3 The Law Office of Carole M. Pope
4 a professional corporation
5 301 Flint Street
6 Reno, NV 89501
7 Telephone: (775) 337-0773
8 Attorney for Borrowers/Petitioners

9
10 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
11
12 IN AND FOR THE COUNTY OF WASHOE

13 * * *

14 DUKE RENSLOW and TINA
15 RENSLOW,

16 Petitioners,

17 vs.

CASE NO. CV10-03382

18 WELLS FARGO BANK, and DOES
19 1 through 10,

DEPT. NO. 7

20 Respondents.
21 _____/

22 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

23 TO: ALL PARTIES TO THE ABOVE-ENTITLED ACTION.

24 NOTICE IS HEREBY GIVEN that this Court entered Findings of
25 Fact, Conclusions of Law and Order in the above-entitled matter
26 on February 2, 2011. A true and correct copy of the Findings of
27 Fact, Conclusions of Law and Order is attached hereto and
28 incorporated by reference.

AFFIRMATION

Pursuant to NRS 239B.030

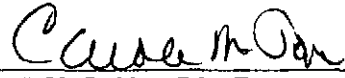
The undersigned does hereby affirm that the preceding

THE LAW OFFICE OF
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A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

1 document does not contain the social security number of any
2 person.

3 DATED this 8th day of February, 2011.

4 The law office of
5 CAROLE M. POPE,
6 a professional corporation

7 
8 CAROLE M. POPE

9 Attorney for Petitioners
10
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THE LAW OFFICE OF
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RENO, NEVADA 89501
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CERTIFICATE OF SERVICE

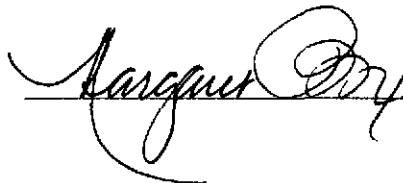
Pursuant to NRCP 5(b), I certify that I am over 21 years of age, not a party to nor interested in the herein matter, and that on this date, I deposited for mailing, a true and correct copy of the foregoing **Notice of Entry of Findings of Fact, Conclusions of Law and Order** in Reno, Nevada, postage fully prepaid, addressed to the following:

Gregory L. Wilde, Esq.
Matthew K. Schriever, Esq.
Wilde & Associates
212 S. Jones Blvd.
Las Vegas, Nevada 89107

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Stephen R. Wassner, Esq.
206 South Division Street, Suite 2
Carson City, Nevada 89703-4276

DATED this 9TH day of February, 2011.



A handwritten signature in cursive script, appearing to read 'Margaret Dry', is written over a horizontal line.

FILED

Electronically
02-02-2011:03:57:19 PM
Howard W. Conyers
Clerk of the Court
Transaction # 2009342

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE
8

9 DUKE RENSLOW and TINA RENSLOW,
10 Petitioners,

Case No.: CV10-03382

11 vs.

Dept. No.: 7

12 WELLS FARGO BANK, and DOES 1
13 through 10,

14 Respondents.
15

16 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

17 On January 28, 2011, this Court conducted a hearing as provided by NRS Chapter 107,
18 and the Foreclosure Mediation Rules adopted by the Nevada Supreme Court, and hereby finds:

19 That further hearing(s) are necessary, therefore:

20 This matter shall be set for an Evidentiary Hearing;

21 The parties shall contact Department 7 within ten (10) days to schedule such hearing.

22 It is ordered that all foreclosure proceedings against Petitioners are hereby stayed and no
23 Certificate of Completion may issue pending the outcome of the Evidentiary Hearing.

24 DATED this 2 day of February, 2011.

25 
26 PATRICK FLANAGAN
27 District Judge
28

1 CERTIFICATE OF SERVICE

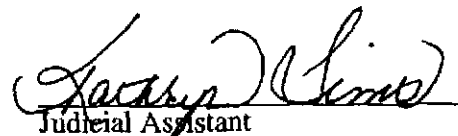
2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial
3 District Court of the State of Nevada, County of Washoe; that on this 2 day of February,
4 2011, I electronically filed the following with the Clerk of the Court by using the ECF system
5 which will send a notice of electronic filing to the following:
6

7 Carole M. Pope, Esq. for Duke and Tina Renslow;

8 I deposited in the Washoe County mailing system for postage and mailing with the
9 United States Postal Service in Reno, Nevada, a true copy of the attached document addressed
10 to:

11 Gregory Wilde, Esq.
12 Matthew Schreiber, Esq.
13 Wilde & Associates
14 208 South Jones Blvd.
15 Las Vegas, Nevada 89107

16 Stephen Wassner, Esq.
17 206 S. Division Street, Suite 2
18 Carson City, Nevada 89703

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28

Judicial Assistant

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

DUKE RENSLOW and TINA RENSLOW,

Petitioners,

CASE NO.: CV10-03382

vs.

DEPT. NO.: 7

WELLS FARGO BANK, and DOES 1
through 10,

Respondents.

AMENDED CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 9th day of February, 2011, I deposited in the County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER** filed February 2, 2011, addressed to:

Gregory Wilde, Esq.
Matthew Schreiber, Esq.
Wilde & Associates
212 S. Jones Blvd.
Las Vegas, NV 89107-2657


Judicial Assistant

CASE NO. CV10-03382

DUKE & TINA RENSLOW VS WELLS FARGO BANK

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

1/28/11
HONORABLE
PATRICK
FLANAGAN
DEPT. NO. 7
M. Conway
(Clerk)
S. Koetting
(Reporter)

FORECLOSURE MEDIATION STATUS HEARING

Carole Pope, Esq. was present in Court on behalf of the Petitioners, who were present. Stephen Wassner, Esq. was present in Court on behalf of the Respondent, who was not present.

3:52 p.m. – Court convened.

Counsel Pope addressed the Court and argued in support of the Petition for Judicial Review. Counsel Pope argued that a loan modification was reached prior to mediation, the Petitioners made payments but that when mediation was held Respondent Wells Fargo indicated that it did not have the authority to modify the loan, as the investors did not participate in the federal H.A.M.P. program. Counsel Pope argued this was clear violation of good faith participation.

Counsel Wassner addressed the Court, argued that the Deed of Trust and certification were provided at mediation and further addressed estoppels arguments.

Counsel Pope marked for identification and offered exhibit 1; no objection.

COURT ORDERED: Exhibit 1 **ADMITTED**. Counsel Pope further argued in support of enforcing the loan modification given to the Petitioner prior to mediation.

Counsel Wassner presented further argument that the Respondent did not participate in bad faith.

COURT ORDERED: Counsel Pope to provide the Court with copies of letters and credit report documentation.

COURT ORDERED: Under taken under submission.

4:20 p.m. – Court stood in recess.

Trial Exhibits

Petitioners: Duke and Tina Renslow

PATY: Carole Pope, Esq.

Respondent: Wells Fargo Bank

RATY: Stephen Wassner, Esq.

Case No: CV10-03382

Dept. No: 7

Clerk: M. Conway

Date: 00/00/00

Exhibit No.	Party	Description	Marked	Offered	Admitted
1	Petitioner	Affidavit of Benjamin Alsasua	1-28-11	No objection	1-28-11

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6 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR THE COUNTY OF WASHOE
8

9 DUKE RENSLOW and TINA RENSLOW, Case No.: CV10-03382

10 Petitioners,

Dept. No.: 7

11 vs.

12 WELLS FARGO BANK, and DOES 1
13 through 10,

14 Respondents.
15 _____/

16 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

17 On January 28, 2011, this Court conducted a hearing as provided by NRS Chapter 107,
18 and the Foreclosure Mediation Rules adopted by the Nevada Supreme Court, and hereby finds:

19 That further hearing(s) are necessary, therefore:

20 This matter shall be set for an Evidentiary Hearing;

21 The parties shall contact Department 7 within ten (10) days to schedule such hearing.

22 It is ordered that all foreclosure proceedings against Petitioners are hereby stayed and no
23 Certificate of Completion may issue pending the outcome of the Evidentiary Hearing.

24 DATED this 2 day of February, 2011.

25 
26 PATRICK FLANAGAN
27 District Judge
28

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CERTIFICATE OF SERVICE

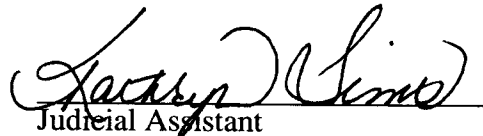
Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 2 day of February, 2011, I electronically filed the following with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

Carole M. Pope, Esq. for Duke and Tina Renslow;

I deposited in the Washoe County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to:

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208 South Jones Blvd.
Las Vegas, Nevada 89107

Stephen Wassner, Esq.
206 S. Division Street, Suite 2
Carson City, Nevada 89703


Judicial Assistant

CV10-03382 DC-9900023284-028
DUKE & TINA RENSLow VS WELL 6 Pages
District Court 01/31/2011 11:05 AM
Washoe County 4105
ESTINCH

THE LAW OFFICE OF
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A PROFESSIONAL CORPORATION
301 FLINT STREET
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(775) 337-0773

FILED

2011 JAN 31 AM 11:05

HOWARD S. POPE
BY *[Signature]*

1 Code: 4105
2 Carole M. Pope, SBN 3779
3 The Law Office of Carole M. Pope
4 a professional corporation
5 301 Flint Street
6 Reno, NV 89501
7 Telephone: (775) 337-0773
8 Attorney for Borrowers/Petitioners

9 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
10
11 IN AND FOR THE COUNTY OF WASHOE

12 * * *

13 DUKE RENSLow and TINA
14 RENSLow,

15 Petitioners,

16 vs.

CASE NO. CV10-03382

17 WELLS FARGO BANK, and DOES
18 1 through 10,

DEPT. NO. 7

19 Respondents.

20 SUPPLEMENT TO DOCUMENTATION PRESENTED TO COURT IN SUPPORT OF
21 PETITION FOR JUDICIAL REVIEW

22 COME NOW Petitioners Duke Renslow and Tina Renslow, husband
23 and wife, through their attorney, Carole M. Pope, and hereby file
24 this Supplement to Documentation Presented to Court in Support of
25 Petition for Judicial Review.

26 At the Status Conference held on January 28, 2011, the Court
27 after hearing oral argument requested copies of documents Mr.
28 Renslow discussed. Additionally, as it was Petitioners'
understanding based upon the Order for Judicial Review filed
November 12, 2010 that oral argument or an evidentiary hearing

1 would be scheduled at the status conference, Mr. Renslow has
2 provided a letter explaining the time line in his modification
3 process.

4 Attached hereto are the following documents:

5 Exhibit 1: Original Deed of Trust showing Wells Fargo Home
6 Mortgage, Inc. as the lender.

7 Exhibit 2: Wells Fargo Home Mortgage letter dated September 17,
8 2009 accepting the Renslows in the HAMP plan.

9 Exhibit 3: Wells Fargo Home Mortgage letter dated April 5, 2010
10 informing the Renslows that the investor in the loan does
11 not participate in HAMP.

12 Exhibit 4: Wells Fargo Home Mortgage letter dated April 29, 2010
13 informing the Renslows that their investor under their loan
14 does not participate in HAMP and will not approve their loan
15 modification.

16 Exhibit 5: Wells Fargo Home Mortgage letter dated August 5, 2010
17 advising that the Renslows must make the full monthly
18 payment.

19 Exhibit 6: The Renslows credit report showing that Federal Home
20 Loan Bank make multiple credit inquiries. See page 17 of
21 credit report.

22 Exhibit 7: Letter from Duke Renslow to the Court explaining the
23 time line of events.

24 * * *

25 **AFFIRMATION**

26 Pursuant to NRS 239B.030

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RENO, NEVADA 89501
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The undersigned does hereby affirm that the preceding document does not contain the social security number of any person.

DATED this 31st day of January, 2011.

The law office of
CAROLE M. POPE,
a professional corporation

Carole M. Pope
CAROLE M. POPE

Attorney for Petitioners

THE LAW OFFICE OF
CAROLE M. POPE
A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

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AFFIDAVIT OF CAROLE M. POPE

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

1. That your Affiant is an attorney at law duly licensed to practice law in the State of Nevada and is the attorney of record for the Petitioners.

2. The documents attached as Exhibits "1" through "7" are true and correct copies of the original documents.

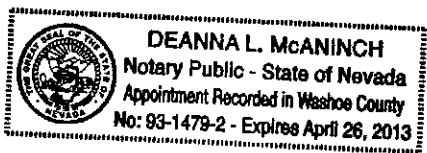
I, CAROLE M. POPE, do hereby swear under penalty of perjury that the assertions in this Affidavit are true and correct to the best of my knowledge and belief.

Executed in Reno, Nevada this 31st day of January, 2011.

Carole M. Pope
CAROLE M. POPE

Subscribed and Sworn to before me this 31st day of January, 2011 by Carole M. Pope.

Deanna L. McAninch
NOTARY PUBLIC



THE LAW OFFICE OF
CAROLE M. POPE
A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am over 21 years of age, not a party to nor interested in the herein matter, and that on this date, I deposited for mailing, a true and correct copy of the foregoing **SUPPLEMENT TO DOCUMENTATION PRESENTED TO COURT IN SUPPORT OF PETITION FOR JUDICIAL REVIEW** in Reno, Nevada, postage fully prepaid, addressed to the following:

Gregory L. Wilde, Esq.
Matthew K. Schriever, Esq.
Wilde & Associates
212 S. Jones Blvd.
Las Vegas, Nevada 89107

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Stephen R. Wassner, Esq.
206 South Division Street, Suite 2
Carson City, Nevada 89703-4276

DATED this 31st day of January, 2011.

Deanna McEnach

THE LAW OFFICE OF
CAROLE M. POPE
A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

INDEX OF EXHIBITS

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<u>Exhibit No.</u>	<u>Description</u>	<u>No. of Pages</u>
1	Original Deed of Trust showing Wells Fargo Home Mortgage, Inc. as the lender	15
2	Wells Fargo Home Mortgage letter dated September 17, 2009	1
3	Wells Fargo Home Mortgage letter dated April 5, 2010	1
4	Wells Fargo Home Mortgage letter dated April 29, 2010	1
5	Wells Fargo Home Mortgage letter dated August 5, 2010	1
6	Equifax Credit Report for the Renslows	28
7	Letter from Duke Renslow to the Court dated January 30, 2011	3

CV10-03382 DC-990023284-029
DUKE & TINA RENSLAW VS MEL 16 Pages
District Court 01/31/2011 11:05 AM
Washoe County SATINCH 4105

Exhibit 1

Exhibit 1

116605-MC

Assessor's Parcel Number:

086-225-04

Return To:

WELLS FARGO HOME MORTGAGE, INC.
3601 MINNESOTA DR. SUITE 200
BLOOMINGTON, MN 55435

Prepared By:

WELLS FARGO HOME MORTGAGE, INC.

4420 AUBURN BLVD., STE. 110, SACRAMENTO, CA 958410000

Recording Requested By:

WELLS FARGO HOME MORTGAGE, INC.

4420 AUBURN BLVD., STE. 110, SACRAMENTO, CA 958410000

[Space Above This Line For Recording Data]

DEED OF TRUST

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 MAY 06, 2003 together with all Riders to this document.

(B) "Borrower" is DUKE RENSLOW AND TINA RENSLOW, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION

organized and existing under the laws of THE STATE OF CALIFORNIA

0023559321

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

Form 3029 1/01

VMP -6(NV) (0005)

Page 1 of 15

Initials

VMP MORTGAGE FORMS - 1800002 1/03



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Lender's address is P.O. BOX 10304, DES MOINES, IA 503060304

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is UNITED TITLE OF NEVADA

4100 W. FLAMINGO ROAD, #1000, LAS VEGAS, NV 89103

(E) "Note" means the promissory note signed by Borrower and dated MAY 06, 2003

The Note states that Borrower owes Lender ONE HUNDRED EIGHTY FOUR THOUSAND AND 00/100 Dollars

(U.S. \$****184,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JUNE 01, 2018

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

(G) "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.

(H) "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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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



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to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "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

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 of WASHOE :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 27, OF WASHOE RANCHES UNIT NO. 3, ACCORDING TO THE MAP THERE OF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON JUNE 28, 1967.

APN: 086-225-04

TAX STATEMENTS SHOULD BE SENT TO: WELLS FARGO HOME MORTGAGE, INC., P.O. BOX 10304, DES MOINES, IA 503060304

Parcel ID Number:
10200 SHENANDOAH DRIVE
RENO

("Property Address"):

which currently has the address of

[Street]

[City], Nevada 89506

[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 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.

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 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



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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) contests the lien 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



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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 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 reasonable



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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. 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 any 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 provides 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 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 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 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



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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 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.



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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. \$900.00

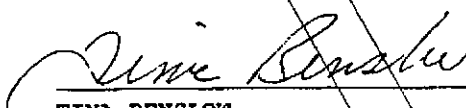


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05/13/2003
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

 (Seal)
DUKE RENSLOW -Borrower

 (Seal)
TINA RENSLOW -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

STATE OF NEVADA
COUNTY OF WASHOE

This instrument was acknowledged before me on
DUKE RENSLOW AND TINA RENSLOW

5/7/03

by



[Signature]
My Commission Expires: 11/15/04

6(NV) (0005)

Page 15 of 15

Initials

Form 3029 1/01

DOC # 2853863

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BK1

Requested By

FIRST CENTENNIAL TITLE COMPANY

Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 15 of 15 RPTT 0.00



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Exhibit 2

Exhibit 2

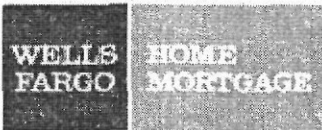
CV10-03382 DC-9900023284-030
DUKE & TINA RENSLAW VS WELL 2 Pages
District Court 01/31/2011 11:05 AM
Washoe County 4105
-V2 SSTINCH



HELPING YOU STAY IN YOUR HOME.



You may be able to make your payments more affordable.
Act now to get the help you need!



UPDATED INFORMATION

(HUD COUNSELOR
CALL ID # 05321)
1866 437-3016

September 17, 2009

Duke Renslow and Tina Renslow
10200 Shenandoah Dr
Reno, NV 89508

Loan #: 708-0023559321

Property Address: 10200 Shenandoah Driv Reno, NV 89506

Dear Duke Renslow and Tina Renslow:

You did it! By entering into a Home Affordable Modification Trial Period Plan you have taken the first step toward making your payment more affordable. We want to remind you that when you signed your Trial Period Plan, you agreed to work with a HUD-approved housing counseling agency. The service provided by the housing counseling agency is **FREE**. Counselors will work with you to create a household budget and develop an action plan to reduce your household debts. You can also count on your housing counselor to provide you with support during the loan modification process.

Your next step is to choose from the following housing counseling options:

- A. Select a HUD approved housing counseling agency by going to this website address: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/>. The available agencies are listed by state and can provide you with either in-person counseling or counseling by phone.
- B. Or, select counseling by phone through the HOPE Hotline by calling 1-888-995-HOPE. This is an on-demand counseling service that is available 24-hours a day/7-days a week. The HOPE Hotline is available in Spanish or English (other languages are available on request).

Whichever option you select, the housing counseling services will be made available at NO COST TO YOU. Remember, it is **your responsibility** to contact one of these counseling agencies. It is also a requirement of your Trial Period Plan.

If you have questions about this requirement, please contact us at 1-800-416-1472.

Sincerely,

Wells Fargo Home Mortgage

START SEPT.

1/8/12

The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, Fannie Mae (the owner of your loan), your servicer, and the Federal Government are working to offer you options to help you stay in your home.

Exhibit 3

Exhibit 3

CV10-03382 DC-9900023284-031
DUKE & TINA RENSLAW VS. WELL 2 Pages
District Court 01/31/2011 11:05 AM 4105
Washoe County SSTINCHE
-12

WELLS FARGO HOME MORTGAGE
RETURN MAIL OPERATIONS
PO BOX 10368
DES MOINES IA 50306-0368



April 5, 2010



011837 1 AB 0.360 02895/011837/005208 0052 3 AGNGDM LM754 708

DUKE RENSLOW
TINA RENSLOW
10200 SHENANDOAH DR
RENO, NV 89508-8277



ATTN LOSS MITIGATION DEPT.
1866 359-0172
2363

Account Information

Online: yourwellsfargomortgage.com
Fax: (866) 278-1179
Telephone: (800) 416-1472
Correspondence: PO Box 10335
Des Moines, IA 50306
Hours of Operation: Mon - Fri, 8 AM - 11 PM
Sat, 9 AM - 3 PM ET
Loan Number: 0023559321
Property Address: 10200 Shenandoah Driv
Reno NV 89506

RE: Preliminary decision and extension for your Trial Period under the *Home Affordable Modification Program*

Dear Duke Renslow & Tina Renslow:

602 264-6101

We're writing to provide you with an update on the status of your request for mortgage payment relief under the government's *Home Affordable Modification Program*.

Preliminary decision

Based on our preliminary review, you may not be eligible for the *Home Affordable Modification Program* for the reason stated below.

We service your loan on behalf of an investor or group of investors that has not given us the contractual authority to modify your loan under the *Home Affordable Modification Program*.

Review period extension

Although we have made the preliminary decision noted above, the Treasury Department has directed us to place your mortgage in a review period until May 5, 2010. You will remain in the Trial Period Plan of the *Home Affordable Modification Program* until that date, during which time you should continue making your trial period payments.

If you believe the information used to make our preliminary decision is incorrect or you have additional information we may not have considered, contact your Wells Fargo Home Mortgage representative immediately, but no later than May 5, 2010. If you do not know your representative's contact information, please call us at the number listed in the account information section.

Together we'll go far



CV10-03382 DC-9900023284-032
DUKE & TINA RENSLON VS WELLS 2 Pages
District Court 01/31/2011 11:05 AM
Washoe County 4105
ESTIMATE

Exhibit 4

Exhibit 4

WELLS FARGO HOME MORTGAGE
RETURN MAIL OPERATIONS
PO BOX 10368
DES MOINES IA 50306-0368

WELLS
FARGO

HOME
MORTGAGE

04/29/10



1 MB 01871/014450/003357 0053 2 AGNH11 LC279 708

DUKE RENSLOW
TINA RENSLOW
10200 SHENANDOAH DR
RENO, NV 89508-8277

Account Information

Online: yourwellsfargomortgage.com
Fax: (866) 278-1179
Telephone: (877) 357-9227
Correspondence: PO Box 10335
Des Moines, IA 50306
Hours of Operation: Mon - Fri, 8 AM - 8 PM CT
Loan Number: 0023559321
Property Address: 10200 Shenandoah Driv
Reno NV 89506

RE: Decision on your request for mortgage assistance

Dear Duke Renslow & Tina Renslow:

We're writing to provide you with the results of our efforts to find a solution that might help with the mortgage payment challenges you're facing.

Decision on the Home Affordable Modification Program

Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage.

Your loan modification required approval from the investor that ultimately owns your mortgage. You have not been approved for a mortgage loan modification because the investor on your mortgage has declined the request. Any trial period payments you have made will be applied to your mortgage loan in accordance with your current loan documents. At this point, we can only recommend the following options, and request you contact us to discuss them: Short sale - Allows you to sell your home for less than the amount owed on your mortgage. Deed in lieu of foreclosure - Transfers ownership of your home to Wells Fargo Home Mortgage if you cannot sell your home at market value.

Additional assistance is available

If monthly expenses other than your mortgage payment are creating part of your financial strain, we encourage you to contact a HUD-approved, non-profit, community based Credit Counseling agency who can work with you, at no charge, to lower your monthly payments. You can find a local agency by calling (800) 569-4287 or call the HOPE Hotline Number at (888) 995-HOPE. A counselor will work closely with you, take your financial circumstances into consideration, create a budget plan that may work for you and provide assistance in understanding the Borrower Notice by asking for Making Home Affordable HELP.

Be sure to avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than Wells Fargo Home Mortgage.



WFM300P

LC279 708
014450/003357 AGNH11 S2-ET-M1-C004

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Together we'll go far

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CV10-03382 DC-9900023284-033
DUKE & TINA RENSLAW VS MELL 2 Pages
District Court 01/31/2011 11:05 AM
Washoe County 4105
-VS ESTTNCHE

Exhibit 5

Exhibit 5

WELLS FARGO HOME MORTGAGE
 RETURN MAIL OPERATIONS
 PO BOX 10368
 DES MOINES IA 50306-0368

WELLS
 FARGO

08/05/10



1MB 01775/001775/003072 0008 1 AGNK18DF027 708

DUKE RENSLOW
 TINA RENSLOW
 10200 SHENANDOAH DR
 RENO, NV 89508-8277

Account Information

Online: yourwellsfargomortgage.com
 Fax: (866) 278-1179
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 Des Moines, IA 50306
 Hours of Operation: Mon - Fri, 8 AM - 11 PM
 Sat, 9 AM - 3 PM ET
 Loan Number: 0023559321
 Property Address: 10200 Shenandoah Driv
 Reno NV 89506

RE: Payment due

Dear Duke Renslow & Tina Renslow:

A review of your payment history shows that your mortgage loan is past due. We may have accepted and applied payments which were less than the amount required to reinstate your account. Please be advised that under the terms of your loan, monthly payments are required to be paid in full, on or before the due date.

From this date forward, we will only accept the total amount to satisfy all outstanding payments due, plus all applicable fees. Any monies received that are less than the total amount due will be returned.

If you have any questions, please contact us at the number listed in the account information section of this letter.

Sincerely,

Veberly D Briscoe
 Default Reporting
 Wells Fargo Home Mortgage

Wells Fargo Bank, N A is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge and the loan was not reaffirmed in the bankruptcy case, Wells Fargo Bank, N A will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

Together we'll go far



080510DF0270003U

DF027 708

001775/003072 0008 1 AGNK18DF027 708

CV10-03382 DC-9900023284-034
DUKE & TINA RENSLAW VS. MEL 29 Pages
District Court 01/31/2011 11:05 AM
Washoe County 4105
ESTINCH

Exhibit 6

Exhibit 6



Equifax Credit Report™ for Duke A. Renslow

As of: 12/18/2010.

Available until: 01/17/2011

Confirmation #: 0852468204

Report Does Not Update

Important. Please print this report as it will only be available for you to view during this session with Equifax. If you would like to view this credit report online free for 30 days, [click here](#).

Section Title	Section Description
1. Credit Summary	Summary of account activity
2. Account Information	Detailed account information
3. Inquiries	Companies that have requested or viewed your credit information
4. Negative Information	Bankruptcies, liens, garnishments and other judgments
5. Personal Information	Personal data, addresses, employment history
6. Dispute File Information	How to dispute information found on this credit report
7. Summary of Your Rights Under the FCRA	Summary of Your Rights Under the FCRA
8. Remedying the Effects of Identity Theft	Remedying the Effects of Identity Theft
9. Your Rights Under State Law	Your Rights Under State Law

Credit Summary

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

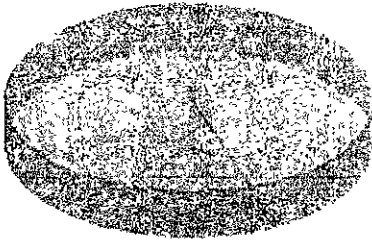
Accounts

Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. - that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.

Open Accounts	Total Number	Balance	Available	Credit Limit	Debt to Credit Ratio	Monthly Payment Amount	Accounts with a Balance
Mortgage	0	\$0	N/A	N/A	N/A	\$0	0
Installment	0	\$0	N/A	N/A	N/A	\$0	0
Revolving	1	\$3,152	\$1,048	\$4,200	75%	\$63	1
Other	0	\$0	N/A	N/A	N/A	\$0	0
Total	1	\$3,152	\$1,048	\$4,200	75%	\$63	1

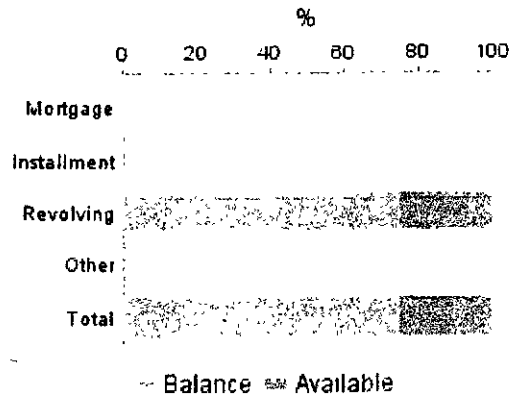
000103

Debt by Account Type



- Mortgage-0% ● Installment-0%
- Revolving-100% ● Other-0%

Debt to Credit Ratio by Account



Account Age

Usually, it is a good idea to keep your oldest credit account open, as a high average account age generally demonstrates stability to lenders. Also, especially if you have been managing credit for a short time, opening many new accounts will lower your average account age and may have a negative impact.

Length of Credit History 25 Years, 1 Months
Average Account Age 10Year
Oldest Account GEMB/MERVYN'S (Opened 11/1985)
Most Recent Account US BANK (Opened 12/2008)

Inquiries - Requests for your Credit History

Numerous inquiries on your credit file for new credit may cause you to appear risky to lenders, so it is usually better to only seek new credit when you need it. Typically, lenders distinguish between inquiries for a single loan and many new loans in part by the length of time over which the inquiries occur. So, when rate shopping for a loan it's a good idea to do it within a focused period of time

Inquiries in the Last 2 Years 1
Most Recent Inquiry FIRST AMERICAN CREDCO :0852468204 (05/20/10)

Potentially Negative Information

Late payments, collections and public records can have a negative impact on your credit standing. The more severe and recent they are, the more negative the potential impact might be.

Public Records 0
Negative Accounts 6
Collections 0

Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

Closed Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
WELLS FARGO HOME MOR	708002355XXXX	05/2003	\$119,876	12/2010	\$20,509	120+ DAYS PAST DUE	

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
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WELLS FARGO HOME MORTGAGE

PO Box 10335
Des Moines, IA-503060335
(800) 288-3212

Account Number:	708002355XXXX	Current Status:	120+ DAYS PAST DUE
Account Owner:	Joint Account	High Credit:	\$184,000
Type of Account <input checked="" type="checkbox"/>	Mortgage	Credit Limit:	
Term Duration:	15 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	05/2003	Balance:	\$119,876
Date Reported:	12/2010	Amount Past Due:	\$20,509
Date of Last Payment:	06/2010	Actual Payment Amount:	
Scheduled Payment Amount:	\$1,709	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	87
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	03/2009		
Comments:	Foreclosure process started, 180 Days past due		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	180	180	180	180	180	180	
2009	30	*	30	30	30	30	30	60	60	*	*	*
2008	30	*	30	*	*	*	*	*	*	*	*	*
2007	30	30	30	*	30	30	*	30	*	*	*	*
2006	30	*	*	30	30	*	30	*	*	30	*	30
2005	30	30	30	30	*	*	30	*	*	*	*	30
2004			*	*	*	*	*	*	30	30	*	30

WELLS FARGO HOME MOR	685551XXXX	12/1998	\$0	05/2003	PAYS AS AGREED
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WELLS FARGO HOME MORTGAGE

PO Box 10335
Des Moines, IA-503060335
(800) 262-5294

Account Number:	685551XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$132,000
Type of Account <input checked="" type="checkbox"/>	Installment	Credit Limit:	
Term Duration:		Terms Frequency:	
Date Opened:	12/1998	Balance:	\$0
Date Reported:	05/2003	Amount Past Due:	

000105

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Date of Last Payment:				Actual Payment Amount:			
Scheduled Payment Amount: \$1,198				Date of Last Activity: 04/2003			
Date Major Delinquency First Reported:				Months Reviewed: 48			
Creditor Classification:				Activity Description: N/A			
Charge Off Amount:				Deferred Payment Start Date:			
Balloon Payment Amount:				Balloon Payment Date:			
Date Closed:				Type of Loan:			
Date of First Delinquency: N/A							
Comments: Fannie Mae account, Closed or paid account zero balance							

81-Month Payment History

No 81-Month Payment Data available for display.

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Installment Accounts


Installment accounts are credit accounts in which the amount of the payment and the number of payments are predetermined or fixed, such as a car loan.

Closed Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
FRONTIER FINANCIAL C	200210000XXXX	12/2005	\$0	11/2010		PAYS AS AGREED	

FRONTIER FINANCIAL C.U.

5200 NEIL RD
RENO, NV-89502-6533

Account Number:	200210000XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account	High Credit:	\$750
Type of Account 	Installment	Credit Limit:	
Term Duration:	10 Months	Terms Frequency:	Monthly (due every month)
Date Opened:	12/2005	Balance:	\$0
Date Reported:	11/2010	Amount Past Due:	
Date of Last Payment:	12/2006	Actual Payment Amount:	\$44
Scheduled Payment Amount:	\$79	Date of Last Activity:	12/2006
Date Major Delinquency First Reported:		Months Reviewed:	59
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Unsecured
Date of First Delinquency:	N/A		
Comments:			

000106

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
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81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	30	*	*	*	*	*	*	*	30	*	*
2005												*

FRONTIER FINANCIAL C	200210000XXXX	08/2001	\$0	12/2002	PAYS AS AGREED
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FRONTIER FINANCIAL C.U.

5200 NEIL RD
RENO, NV-89502-6533

Account Number:	200210000XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$44,500
Type of Account ² :	Installment	Credit Limit:	
Term Duration:		Terms Frequency:	
Date Opened:	08/2001	Balance:	\$0
Date Reported:	12/2002	Amount Past Due:	
Date of Last Payment:		Actual Payment Amount:	
Scheduled Payment Amount:	\$541	Date of Last Activity:	10/2002
Date Major Delinquency First Reported:		Months Reviewed:	16
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	
Date of First Delinquency:	N/A		
Comments:	Closed or paid account zero balance		

81-Month Payment History

No 81-Month Payment Data available for display.

WELLS FARGO FINANCIAL	156-0035XXXX	04/2001	\$0	01/2005	PAYS AS AGREED
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WELLS FARGO FINANCIAL

800 WALNUT ST
DES MOINES, IA-50309-3605

Account Number:	156-0035XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$2
Type of Account ² :	Installment	Credit Limit:	

000107

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Term Duration:		Terms Frequency:				Monthly (due every month)	
Date Opened:		04/2001	Balance:		\$0		
Date Reported:		01/2005	Amount Past Due:				
Date of Last Payment:		07/2001	Actual Payment Amount:				
Scheduled Payment Amount:		Date of Last Activity:		07/2001			
Date Major Delinquency First Reported:		Months Reviewed:		45			
Creditor Classification:		Activity Description:		Paid and Closed			
Charge Off Amount:		Deferred Payment Start Date:					
Balloon Payment Amount:		Balloon Payment Date:					
Date Closed:		01/2005	Type of Loan:		Note Loan		
Date of First Delinquency:		N/A					
Comments:							

81-Month Payment History

No 81-Month Payment Data available for display.

WELLS FARGO HOME EQU	6506500493171XXXX	10/2002	\$0	06/2003	PAYS AS AGREED
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WELLS FARGO HOME EQUITY

PO BOX 31557
CREDIT BUR DISPUTES B6955 019
BILLINGS, MT-59107-1557

Account Number:	6506500493171XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$61,000
Type of Account <input checked="" type="checkbox"/>	Installment	Credit Limit:	
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	10/2002	Balance:	\$0
Date Reported:	06/2003	Amount Past Due:	
Date of Last Payment:	05/2003	Actual Payment Amount:	
Scheduled Payment Amount:	\$573	Date of Last Activity:	05/2003
Date Major Delinquency First Reported:		Months Reviewed:	7
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	
Date of First Delinquency:	N/A		
Comments:			

81-Month Payment History

No 81-Month Payment Data available for display.

000108

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Revolving Accounts

Revolving accounts are charge accounts that have a credit limit and require a minimum payment each month, such as most credit cards.

Open Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
US BANK	403784002302XXXX	12/2008	\$3,152	11/2010		PAYS AS AGREED	\$4,200

FBS CARD SERVICE

PO Box 9487
Minneapolis, MN-554409487

Account Number:	403784002302XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$4,089
Type of Account	Revolving	Credit Limit:	\$4,200
Term Duration:		Terms Frequency:	
Date Opened:	12/2008	Balance:	\$3,152
Date Reported:	11/2010	Amount Past Due:	
Date of Last Payment:	11/2010	Actual Payment Amount:	
Scheduled Payment Amount:	\$63	Date of Last Activity:	11/2010
Date Major Delinquency First Reported:		Months Reviewed:	23
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Variable adjustable Rate		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008												

Closed Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
AMERICAN GENERAL FIN	201244600263XXXX	02/2001	\$0	12/2002		PAYS AS AGREED	

AMERICAN GENERAL FINANCE

601 NW Second St
PO Box 59
Evansville, IN-477010059

000109

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Account Number:	201244600263XXXX			Current Status:		PAYS AS AGREED	
Account Owner:	Joint Account			High Credit:		\$1,300	
Type of Account ² :	Revolving			Credit Limit:			
Term Duration:				Terms Frequency:			
Date Opened:	02/2001			Balance:		\$0	
Date Reported:	12/2002			Amount Past Due:			
Date of Last Payment:				Actual Payment Amount:			
Scheduled Payment Amount:				Date of Last Activity:		10/2001	
Date Major Delinquency First Reported:				Months Reviewed:		22	
Creditor Classification:				Activity Description:		N/A	
Charge Off Amount:				Deferred Payment Start Date:			
Balloon Payment Amount:				Balloon Payment Date:			
Date Closed:				Type of Loan:			
Date of First Delinquency:	N/A						
Comments:	Closed or paid account zero balance						

81-Month Payment History

No 81-Month Payment Data available for display.

BANK OF AMERICA	426429041492XXXX	09/1999	\$0	10/2010	PAYS AS AGREED	\$19,900
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BANK OF AMERICA

PO Box 15026
Wilmington, DE-198505026
(800) 421-2110

Account Number:	426429041492XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Authorized User	High Credit:	\$17,478
Type of Account ² :	Revolving	Credit Limit:	\$19,900
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	09/1999	Balance:	\$0
Date Reported:	10/2010	Amount Past Due:	
Date of Last Payment:	09/2010	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	09/2010
Date Major Delinquency First Reported:		Months Reviewed:	99
Creditor Classification:		Activity Description:	Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Account closed at consumers request		

000110

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
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81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	90	*	*	30	60	30	*	30	30	*	*	30
2004	*	*	*	*	*	30	*	*	30	60	90	90

CAPITAL ONE BANK USA	529149186588XXXX	02/2001	\$0	11/2001	PAYS AS AGREED
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CAPITAL ONE

PO Box 30281
Salt Lake City, UT-841300281

Account Number:	529149186588XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$11,615
Type of Account <input checked="" type="checkbox"/> Revolving		Credit Limit:	
Term Duration:		Terms Frequency:	
Date Opened:	02/2001	Balance:	\$0
Date Reported:	11/2001	Amount Past Due:	
Date of Last Payment:		Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	11/2001
Date Major Delinquency First Reported:		Months Reviewed:	9
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	
Date of First Delinquency:	N/A		
Comments:	Account closed at consumers request, Closed or paid account zero balance		

81-Month Payment History

No 81-Month Payment Data available for display.

CHASE/CIRCUIT CITY	172720398021XXXX	09/1997	\$0	01/2007	PAYS AS AGREED	\$1,600
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Chase Card Services

P.O.Box 15298
Wilmington, DE-19850
(800) 955-9900

Account Number:	172720398021XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account	High Credit:	\$1,725

000111

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Type of Account <input type="checkbox"/>	Revolving			Credit Limit:		\$1,600	
Term Duration:				Terms Frequency:			
Date Opened:	09/1997			Balance:		\$0	
Date Reported:	01/2007			Amount Past Due:			
Date of Last Payment:	02/2003			Actual Payment Amount:			
Scheduled Payment Amount:				Date of Last Activity:		01/2007	
Date Major Delinquency First Reported:				Months Reviewed:		99	
Creditor Classification:				Activity Description:		Closed	
Charge Off Amount:				Deferred Payment Start Date:			
Balloon Payment Amount:				Balloon Payment Date:			
Date Closed:				Type of Loan:		Credit Card	
Date of First Delinquency:	N/A						
Comments:	Account closed by credit grantor						

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	*	*	*	*	*	*	*	*	*	*	*	*
2004	*	*	*	*	*	*	*	*	*	*	*	*
2003	*	*	*	*	*	*	*	*	*	*	*	*
2002	*	*	*	*	*	*	*	*	*	*	*	*
2001	*	*	*	*	*	*	*	*	*	*	*	*
2000	*	*	*	*	*	*	*	*	*	*	*	*

CHASE/CIRCUIT CITY	152300346795XXXX	02/2001	\$0	12/2006	PAYS AS AGREED	\$2,000
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Chase Card Services

P.O.Box 15298
Wilmington, DE-19850
(800) 955-9900

Account Number:	152300346795XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$0
Type of Account <input type="checkbox"/>	Revolving	Credit Limit:	\$2,000
Term Duration:		Terms Frequency:	
Date Opened:	02/2001	Balance:	\$0
Date Reported:	12/2006	Amount Past Due:	
Date of Last Payment:		Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	12/2006
Date Major Delinquency First Reported:		Months Reviewed:	70
Creditor Classification:		Activity Description:	Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Account closed by credit grantor		

000112

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
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81-Month Payment History

No 81-Month Payment Data available for display.

CHASE MANHATTAN BANK	518338424007XXXX	03/2002	\$0	02/2005		PAYS AS AGREED	\$2,200
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CHASE MANHATTAN BANK

100 Duffy Ave
Hicksville, NY-118013639

Account Number:	518338424007XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$1,844
Type of Account 	Revolving	Credit Limit:	\$2,200
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	03/2002	Balance:	\$0
Date Reported:	02/2005	Amount Past Due:	
Date of Last Payment:	06/2004	Actual Payment Amount:	\$89
Scheduled Payment Amount:		Date of Last Activity:	06/2004
Date Major Delinquency First Reported:		Months Reviewed:	35
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	06/2004	Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Account closed at consumers request		


81-Month Payment History

No 81-Month Payment Data available for display.

CLEARSTAR FINANCIAL	199030000XXXX	10/1998	\$0	09/2001		PAYS AS AGREED
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SIERRA SCHOOLS FEDERAL CU

PO Box 7255
Reno, NV-895107255
(702) 329-6673

Account Number:	199030000XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$7,200
Type of Account 	Revolving	Credit Limit:	
Term Duration:		Terms Frequency:	
Date Opened:	10/1998	Balance:	\$0
Date Reported:	09/2001	Amount Past Due:	
Date of Last Payment:		Actual Payment Amount:	

000113

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Scheduled Payment Amount:		\$216	Date of Last Activity:			09/2001	
Date Major Delinquency First Reported:		Months Reviewed:			33		
Creditor Classification:		Activity Description:			N/A		
Charge Off Amount:		Deferred Payment Start Date:					
Balloon Payment Amount:		Balloon Payment Date:					
Date Closed:		Type of Loan:					
Date of First Delinquency:		N/A					
Comments:		Closed or paid account zero balance					

81-Month Payment History

No 81-Month Payment Data available for display.

GEMB/MERVYN'S	604589108440XXXX	11/1985	\$0	12/2010	PAYS AS AGREED	\$100
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GEMB MERVYNS

Retailers Natl Bank Mervyn
PO Box 981400
El Paso, TX-799981400

Account Number:	604589108440XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$578
Type of Account <input checked="" type="checkbox"/>	Revolving	Credit Limit:	\$100
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	11/1985	Balance:	\$0
Date Reported:	12/2010	Amount Past Due:	
Date of Last Payment:	08/2005	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	08/2005
Date Major Delinquency First Reported:		Months Reviewed:	99
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	10/2008	Type of Loan:	Charge Account
Date of First Delinquency:	N/A		
Comments:			

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	*	*	*	*	*	30	60	*	*	*	*	*

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Account Name		Account Number				Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit	
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004			*	*	*	*	*	*	*	*	*	*

PEOPLES BANK 546674700174XXXX 03/2000 \$0 06/2003 PAYS AS AGREED \$10,000

PEOPLES BANK

PO Box 637
Bridgeport, CT-066010637

Account Number:	546674700174XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Authorized User	High Credit:	\$4,900
Type of Account <input checked="" type="checkbox"/> :	Revolving	Credit Limit:	\$10,000
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	03/2000	Balance:	\$0
Date Reported:	06/2003	Amount Past Due:	
Date of Last Payment:		Actual Payment Amount:	\$61
Scheduled Payment Amount:		Date of Last Activity:	12/2001
Date Major Delinquency First Reported:		Months Reviewed:	39
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Account closed at consumers request		

81-Month Payment History

No 81-Month Payment Data available for display.

SEARS/CBSD 504994800365XXXX 11/2001 \$0 11/2010 PAYS AS AGREED \$250

SEARS/CBSD

133200 SMITH RD
CLEVELAND, OH-44130

Account Number:	504994800365XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account	High Credit:	\$591
Type of Account <input checked="" type="checkbox"/> :	Revolving	Credit Limit:	\$250
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	11/2001	Balance:	\$0
Date Reported:	11/2010	Amount Past Due:	
Date of Last Payment:	09/2009	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	09/2009

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Date Major Delinquency First Reported:				Months Reviewed:		99	
Creditor Classification:				Activity Description:		Paid and Closed	
Charge Off Amount:				Deferred Payment Start Date:			
Balloon Payment Amount:				Balloon Payment Date:			
Date Closed:	04/2010			Type of Loan:		Charge Account	
Date of First Delinquency:	N/A						
Comments:	Account closed at consumers request						

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	*	*	*	*	*	*	*	*	*	*	*	*
2004	*	*	*	*	*	*	*	*	*	*	*	*

THE HOME DEPOT/CBSD	603532008841XXXX	11/2001	\$0	12/2010	PAYS AS AGREED	\$4,000
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THE HOME DEPOT/CBSD

Ccs Gray Ops Center
 PO Box 6497
 Sioux Falls, SD-571176497
 (800) 677-0232

Account Number:	603532008841XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$1,997
Type of Account <input checked="" type="checkbox"/> :	Revolving	Credit Limit:	\$4,000
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	11/2001	Balance:	\$0
Date Reported:	12/2010	Amount Past Due:	
Date of Last Payment:	06/2006	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	06/2006
Date Major Delinquency First Reported:		Months Reviewed:	99
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	08/2005	Type of Loan:	Charge Account
Date of First Delinquency:	N/A		
Comments:	Account closed by credit grantor		

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Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
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81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	30	*	*	*	*	*	*	*	*
2005	*	*	*	*	*	30	60	90	*	*	*	*
2004			*	*	*	*	*	*	*	30	60	*

WELLS FARGO CARD SER	446542011218XXXX	01/2003	\$0	08/2009	PAYS AS AGREED	\$7,000
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WELLS FARGO CARD SERVICES

PO BOX 5445
PORTLAND, OR-97228-5445

Account Number:	446542011218XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account	High Credit:	\$7,181
Type of Account 	Revolving	Credit Limit:	\$7,000
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	01/2003	Balance:	\$0
Date Reported:	08/2009	Amount Past Due:	
Date of Last Payment:	12/2008	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	12/2008
Date Major Delinquency First Reported:		Months Reviewed:	79
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Account closed by credit grantor		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	30	60	90	120	120	150	180	180	150	*	*
2006	*	30	60	30	60	90	120	120	120	120	120	*
2005	*	*	30	*	30	*	*	30	*	*	30	*
2004	*	*	*	*	*	*	*	*	*	*	*	*
2003	*	*	*	*	*	*	*	*	*	*	*	*


WELLS FARGO FINANCIA	156-2681XXXX	12/2000	\$0	05/2005	PAYS AS AGREED	\$2,500
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Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
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WELLS FARGO FINANCIAL

 800 WALNUT ST
 DES MOINES, IA-50309-3605

Account Number:	156-2681XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Joint Account	High Credit:	\$25
Type of Account 	Revolving	Credit Limit:	\$2,500
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	12/2000	Balance:	\$0
Date Reported:	05/2005	Amount Past Due:	
Date of Last Payment:	03/2004	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	03/2004
Date Major Delinquency First Reported:		Months Reviewed:	53
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	05/2005	Type of Loan:	Charge Account
Date of First Delinquency:	N/A		
Comments:			

81-Month Payment History


No 81-Month Payment Data available for display.

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Other Accounts

These are all accounts that do not fall into the other categories and can include 30-day accounts such as American Express.

You have no accounts classified as "Other" on file

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Payment History Key

Meaning	Symbol	Meaning	Symbol
Pays or Paid as Agreed:	*	180+ Days Past Due:	180
30-59 Days Past Due:	30	Collection Account:	CA
60-89 Days Past Due:	60	Foreclosure:	F
90-119 Days Past Due:	90	Voluntary Surrender:	VS
120-149 Days Past Due:	120	Repossession:	R
150-179 Days Past Due:	150	Charge Off:	CO

Inquiries

A request for your credit history is called an inquiry. Inquiries remain on your credit report for two years. There are two types of inquiries those that may impact your credit rating and those that do not.

Inquiries that may impact your credit rating

These inquiries are made by companies with whom you have applied for a loan or credit.

Name of Company	Date of Inquiry
FIRST AMERICAN CREDCO :0852468204	05/20/10

Creditor Contact Information

FIRST AMERICAN CREDCO
12395 First American Way
Poway, CA 920646897

Inquiries that do not impact your credit rating

These inquiries include requests from employers, companies making promotional offers and your own requests to check your credit. These inquiries are only viewable by you.

Company Information	Date of Inquiry
EQUIFAX	12/18/10
AR-FEDERAL HOME LOAN BANK OF	01/26/10
PRM-FEDERAL HOME LOAN BANK OF	11/05/10, 08/13/10, 08/10/10, 05/05/10
AR-GENWORTH MORTGAGE INSURANCE	12/06/10
AR-SEARS/CBSD	03/17/10
AR-US BANK NA	11/30/10
AR-WELLS FARGO HOME MORTGAGE INC	12/07/10

Prefix	Prefix Description
PRM	Inquiries with this prefix indicate that only your name and address were given to a credit grantor so they can provide you a firm offer of credit or insurance. (PRM inquiries remain for twelve months.)
AM or AR	Inquiries with these prefixes indicate a periodic review of your credit history by one of your creditors. (AM and AR inquiries remain for twelve months.)
EMPL	Inquiries with this prefix indicate an employment inquiry. (EMPL inquiries remain for 24 months)
PR	Inquiries with this prefix indicate that a creditor reviewed your account as part of a portfolio they are purchasing. (PR inquiries remain for 12 months.)
Equifax or EFX	Inquiries with these prefixes indicate Equifax's activity in response to your contact with us for a copy of your credit file or a research request.
ND	Inquiries with this prefix are general inquiries that do not display to credit grantors. (ND inquiries remain for 24 months.)
ND MR	Inquiries with this prefix indicate the reissue of a mortgage credit report containing information from your Equifax credit file to another company in connection with a mortgage loan. (ND inquiries remain for 24 months.)

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Negative Accounts

Accounts that contain a negative account status. Accounts not paid as agreed generally remain on your credit file for 7 years from the date the account first became past due leading to the current not paid status. Late Payment History generally remains on your credit file for 7 years from the date of the late payment.

Closed Accounts

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
BANK OF AMERICA	426429041492XXXX	09/1999	\$0	10/2010		PAYS AS AGREED	\$19,900

BANK OF AMERICA

PO Box 15026
Wilmington, DE-198505026
(800) 421-2110

Account Number:	426429041492XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Authorized User:	High Credit:	\$17,478
Type of Account <input checked="" type="checkbox"/>	Revolving	Credit Limit:	\$19,900
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	09/1999	Balance:	\$0
Date Reported:	10/2010	Amount Past Due:	
Date of Last Payment:	09/2010	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	09/2010
Date Major Delinquency First Reported:		Months Reviewed:	99
Creditor Classification:		Activity Description:	Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Account closed at consumers request		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	90	*	*	30	60	30	*	30	30	*	*	30
2004	*	*	*	*	*	30	*	*	30	60	90	90

FRONTIER FINANCIAL C	200210000XXXX	12/2005	\$0	11/2010	PAYS AS AGREED
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FRONTIER FINANCIAL C.U.

5200 NEIL RD
RENO, NV-89502-6533

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Account Number:	200210000XXXX			Current Status:		PAYS AS AGREED	
Account Owner:	Individual Account			High Credit:		\$750	
Type of Account <input checked="" type="checkbox"/>	Installment			Credit Limit:			
Term Duration:	10 Months			Terms Frequency:		Monthly (due every month)	
Date Opened:	12/2005		Balance:			\$0	
Date Reported:	11/2010		Amount Past Due:				
Date of Last Payment:	12/2006		Actual Payment Amount:			\$44	
Scheduled Payment Amount:	\$79		Date of Last Activity:			12/2006	
Date Major Delinquency First Reported:			Months Reviewed:			59	
Creditor Classification:			Activity Description:			Paid and Closed	
Charge Off Amount:			Deferred Payment Start Date:				
Balloon Payment Amount:			Balloon Payment Date:				
Date Closed:			Type of Loan:			Unsecured	
Date of First Delinquency:	N/A						
Comments:							

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	30	*	*	*	*	*	*	*	30	*	*
2005												*

GEMB/MERVYN'S 604589108440XXXX 11/1985 \$0 12/2010 PAYS AS \$100
AGREED

GEMB MERVYNS

Retailers Natl Bank Mervyn
PO Box 981400
El Paso, TX-799981400

Account Number:	604589108440XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account	High Credit:	\$578
Type of Account <input checked="" type="checkbox"/>	Revolving	Credit Limit:	\$100
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	11/1985	Balance:	\$0
Date Reported:	12/2010	Amount Past Due:	
Date of Last Payment:	08/2005	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	08/2005
Date Major Delinquency First Reported:		Months Reviewed:	99
Creditor Classification:		Activity Description:	Paid and Closed

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
Charge Off Amount:				Deferred Payment Start Date:			
Balloon Payment Amount:				Balloon Payment Date:			
Date Closed:		10/2008		Type of Loan:			Charge Account
Date of First Delinquency:		N/A					
Comments:							

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	*	*	*	*	*	*	*	*	*
2005	*	*	*	*	*	30	60	*	*	*	*	*
2004	*	*	*	*	*	*	*	*	*	*	*	*

THE HOME DEPOT/CBSD 603532008841XXXX 11/2001 \$0 12/2010 PAYS AS AGREED \$4,000

THE HOME DEPOT/CBSD

Ccs Gray Ops Center
PO Box 6497
Sioux Falls, SD-571176497
(800) 677-0232

Account Number:	603532008841XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account.	High Credit:	\$1,997
Type of Account	Revolving	Credit Limit:	\$4,000
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	11/2001	Balance:	\$0
Date Reported:	12/2010	Amount Past Due:	
Date of Last Payment:	06/2006	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	06/2006
Date Major Delinquency First Reported:		Months Reviewed:	99
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	08/2005	Type of Loan:	Charge Account
Date of First Delinquency:	N/A		
Comments:	Account closed by credit grantor		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	*	*	*	*	*	*	*
2009	*	*	*	*	*	*	*	*	*	*	*	*


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Account Name	Account Number				Date Opened	Balance			Date Reported	Past Due	Account Status		Credit Limit
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
2008	*	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	*	*	*	*	*	*	*	*	*	*	*	*
2006	*	*	*	30	*	*	*	*	*	*	*	*	*
2005	*	*	*	*	*	30	60	90	*	*	*	*	*
2004	*	*	*	*	*	*	*	*	*	30	60	*	*

WELLS FARGO 446542011218XXXX 01/2003 \$0 08/2009 PAYS AS \$7,000
CARD SER AGREED

WELLS FARGO CARD SERVICES

PO BOX 5445
PORTLAND, OR-97228-5445

Account Number:	446542011218XXXX	Current Status:	PAYS AS AGREED
Account Owner:	Individual Account	High Credit:	\$7,181
Type of Account 	Revolving	Credit Limit:	\$7,000
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	01/2003	Balance:	\$0
Date Reported:	08/2009	Amount Past Due:	
Date of Last Payment:	12/2008	Actual Payment Amount:	
Scheduled Payment Amount:		Date of Last Activity:	12/2008
Date Major Delinquency First Reported:		Months Reviewed:	79
Creditor Classification:		Activity Description:	Paid and Closed
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Credit Card
Date of First Delinquency:	N/A		
Comments:	Account closed by credit grantor		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	*	*	*	*	*	*	*	*	*	*	*	*
2008	*	*	*	*	*	*	*	*	*	*	*	*
2007	*	30	60	90	120	120	150	180	180	150	*	*
2006	*	30	60	30	60	90	120	120	120	120	120	*
2005	*	*	30	*	30	*	*	30	*	*	30	*
2004	*	*	*	*	*	*	*	*	*	*	*	*
2003	*	*	*	*	*	*	*	*	*	*	*	*

WELLS FARGO 708002355XXXX 05/2003 \$119,876 12/2010 \$20,509 120+
HOME MOR DAYS
PAST
DUE

Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Account Status	Credit Limit
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WELLS FARGO HOME MORTGAGE

PO Box 10335
Des Moines, IA-503060335
(800) 288-3212

Account Number:	708002355XXXX	Current Status:	120+ DAYS PAST DUE
Account Owner:	Joint Account	High Credit:	\$184,000
Type of Account	Mortgage	Credit Limit:	
Term Duration:	15 Years	Terms Frequency:	Monthly (due every month)
Date Opened:	05/2003	Balance:	\$119,876
Date Reported:	12/2010	Amount Past Due:	\$20,509
Date of Last Payment:	06/2010	Actual Payment Amount:	
Scheduled Payment Amount:	\$1,709	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	87
Creditor Classification:		Activity Description:	N/A
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:		Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	03/2009		
Comments:	Foreclosure process started, 180 Days past due		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2010	*	*	*	*	*	180	180	180	180	180	180	
2009	30	*	30	30	30	30	30	60	60	*	*	*
2008	30	*	30	*	*	*	*	*	*	*	*	*
2007	30	30	30	*	30	30	*	30	*	*	*	*
2006	30	*	*	30	30	*	30	*	*	30	*	30
2005	30	30	30	30	*	*	30	*	*	*	*	30
2004			*	*	*	*	*	*	30	30	*	30

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Collections

A collection is an account that has been turned over to a collection agency by one of your creditors because they believe the account has not been paid as agreed.

You have no Collections on file

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Public Records

Public record information includes bankruptcies, liens or judgments and comes from federal, state or county court records.

Public record information includes bankruptcies, liens or judgments and comes from federal, state or county court records.

You have no Public Records on file

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Personal Information

The following information is added to your file either when creditors enter requests to view your credit history, or when you report it to Equifax directly.

Name: Duke A. Renslow

Social Security Number: [REDACTED]

Age or Date of Birth: March 5, 1962

Address Information

Current/ Previous	Street City, State Zip	Date Reported
Current	10200 SHENANDOAH DR RENO, NV 89508	
Former Address 1	406 MICHELE WAY SPARKS, NV, 89431	
Former Address 2	1365 DARTMOUTH DR RENO, NV, 89509	

Other Identification

You have no other identification on file.

Employment History

Last Reported Employment:
WASHOE COUNTY

Previous Employment(s):
RENSLOW HEATING UNIVERSITY OF NV

Alert(s)

File Blocked For Promotional Purposes

File Blocked For Promotional Purposes

Consumer Statement

You have no Consumer Statement on file.

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Dispute File Information

If you believe that any of the information found on this report is incorrect, there are 3 ways to launch an investigation about the information on this report.

When you file a dispute, the credit bureau you contact is required to investigate your dispute within 30 days. They will not remove accurate data from your file unless it is outdated or cannot be verified.

To initiate a dispute online please visit <https://www.ai.equifax.com>

To check the status or view the results of your dispute please visit <https://www.ai.equifax.com>

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How to order your score by phone


By law, you are entitled to obtain your credit score. There is a fee of \$7.95 to obtain your credit score from Equifax Information Services. To request your credit score, please contact:

Equifax Information Services LLC
P.O. Box 105167
Atlanta, GA 30348

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or call
1-877-SCORE-11

If you are in the process of obtaining a mortgage, you may be entitled to free credit score information. Contact the person making or arranging your loan for further information.

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A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days. In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old. [Equifax Note: Negative information is generally considered delinquent or derogatory accounts on a file disclosure. On an Equifax file disclosure, the seven year time period begins from the Date of First Delinquency associated with the negative account information. *For more information about the date of first delinquency, please visit the Frequently Asked Questions section of Equifax's website located at www.equifax.com.*]
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

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Remedying the Effects of Identity Theft

Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumer.gov/idtheft or write to: FTC, Consumer Response Center, Room 130-B, 600 Pennsylvania Avenue, N.W. Washington, D.C., 20580.

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

1. You have the right to ask that nationwide consumer reporting agencies place "fraud alerts" in your file to let potential creditors and others know that you may be a victim of identity theft. A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.
 - Equifax: 1-800-525-6285; www.equifax.com
 - Experian: 1-888-397-3742; www.experian.com
 - TransUnion: 1-800-680-7289; www.transunion.com

An initial fraud alert stays in your file for at least 90 days. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, visit www.consumer.gov/idtheft.

2. You have the right to free copies of the information in your file (your "file disclosure"). An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file disclosures under other provisions of the FCRA. See www.ftc.gov/credit.
3. You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information. A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumer.gov/idtheft.
4. You have the right to obtain information from a debt collector. If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief - like the name of the creditor and the amount of the debt.
5. If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file. An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.
6. You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft. To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.

To learn more about identity theft and how to deal with its consequences, visit www.consumer.gov/idtheft, or write to the FTC. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state attorney general.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.ftc.gov/credit.

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Your Rights Under State Law

STATE OF NEVADA - Fair Credit Reporting Act

The Nevada law regulating credit reporting (NRS 598C.010 et seq.) was amended effective 10-1-93. It requires that credit reporting agencies, such as Equifax, inform you of your rights under this law. You have the right to:

- receive "clear and adequate" disclosure of the "nature and substance" of your credit file at the time of your request.
- obtain the names of the sources of information in your credit file.
- receive, upon request, a readable copy of your credit file.

- obtain the names of recipients of information from your credit file (a) within the preceding two years for purposes of employment, promotion, reassignment or retention as an employee, or (b) within the preceding six months if for any other purpose.
- have any disputed information reverified by us within 30 days of notice of the dispute.
- receive notification if you dispute information in your credit file and the credit reporting agency determines that your dispute is frivolous or irrelevant.
- receive notification if you dispute information in your credit file that the credit reporting agency cannot reverify or learns is incorrect. If the information is incorrect, you have the right to have your file updated accordingly (Equifax does this automatically).
- receive notification, within five days of reinsertion, if credit file information which had previously been deleted is reinserted into your credit file.
- receive, from a user of credit reports (such as a creditor) which has taken adverse action regarding you, (a) notice of the action taken, (b) the name and address of the credit reporting agency that supplied the user with your credit information, and (c) notice that you have a right to obtain a copy of such information from that credit reporting agency.
- receive, if the credit reporting agency or user willfully fails to comply with the terms of this law, an amount equal to the sum of actual damages sustained by you as a result of the violation, as well as costs of the action plus reasonable attorney's fees.

State of Nevada – Rights of the Consumer Related to Security Freezes

You have a right to place a security freeze in your file which will prohibit a reporting agency from releasing any information in your file without your express authorization. A security freeze must be requested in writing by certified mail. The security freeze is designed to prevent a reporting agency from releasing your consumer report without your consent. However, you should be aware that using a security freeze to take control over who is allowed access to the personal and financial information in your file may delay, interfere with or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, insurance, government services or payments, rental housing, investment, license, cellular telephone, utilities, digital signature, Internet credit card transaction or other services, including an extension of credit at point of sale. When you place a security freeze in your file, you will be provided a personal identification number or password to use if you choose to remove the security freeze from your file or to authorize the temporary release of your consumer report for a specific person or period after the security freeze is in place. To provide that authorization, you must contact the reporting agency and provide all the following:

1. Sufficient identification to verify your identity.
2. Your personal identification number or password provided by the reporting agency.
3. A statement that you choose to remove the security freeze from your file or that you authorize the reporting agency to temporarily release your consumer report. If you authorize the temporary release of your consumer report, you must name the person who is to receive your consumer report or the period for which your consumer report must be available.

A reporting agency must remove the security freeze from your file or authorize the temporary release of your consumer report not later than 3 business days after receiving the above information.

A security freeze does not apply to certain persons, including a person, or collection agencies acting on behalf of a person, with whom you have an existing account that requests information in your consumer report for the purposes of reviewing or collecting the account.

To place a security freeze on your Equifax credit report, send your request via certified mail to:

Equifax Security Freeze
P.O. Box 105788
Atlanta, Georgia 30348

Or, you may contact us on the web at equifax.com or call 800-685-1111.

The fee to place a security freeze is \$10.00. If you are a victim of identity theft and you submit a copy of a valid police, investigative report or complaint filed with a law enforcement agency regarding the unlawful use of your personal information, no fee will be charged. If you are sixty-five years of age or older, no fee will be charged. Include your complete name, complete address, social security number, date of birth and payment, if applicable.

Written confirmation of the security freeze will be sent within 10 business days of receipt of the request via first class mail. It will include your unique personal identification number and instructions for removing the security freeze or authorizing the release of your credit report for a specific party or period of time.

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Equifax offers you personal credit products that enlighten, enable and empower you. Whether you are understanding your credit, protecting your identity or preparing for a major purchase, Equifax offers the tools you need to make the smartest choices possible. For more information visit www.Equifax.com.

CV10-03382 DC-9900023284-035
DUKE & TINA RENSLAND VS WELLS 4 Pages
District Court 01/31/2011 11:05 AM
Washoe County 4105
-Y7
RETTINCHE

Exhibit 7

Exhibit 7



January 30, 2011

**Honorable Judge Flanagan
District Court Dept. 7
Washoe County
Case No. CV10-03382**

Dear Honorable Judge Flanagan,





I respectfully request that you review the following statements and documents regarding this case as I feel they are very important in making your decision. I have all documents to prove these statements to be true and have attached some of these statements with this letter as you requested during our hearing on January 28, 2011.

- 1. Prior to entering this Home Affordable Modification Program with Wells Fargo Bank this loan was not in default.**
- 2. After meeting all requirements by Wells Fargo Bank I was placed in the (HAMP) program. I was placed in a 90 day trial period. This 90 day trial period turned into 7 months. During this time frame I made all modified payments on time every month.**
- 3. After 6 months of getting the runaround by Wells Fargo Bank and updating monthly financial statements and hardship letters I was finally able to speak to a bank representative and get the truth as to what was holding up modifying my loan permanently. The bank representative stated that when she pulled up my loan it showed INVESTOR NOT FOUND IN DATA BASE, and there was the initials of FHLB as the investor. I thanked her for being honest with me.**
- 4. The following month I received 2 letters from Wells Fargo Bank Stating that the Bank did not own the note on this loan and only services this note for a group of investors. I was removed from the (HAMP) program and was required to pay back Wells Fargo Bank the 7 months difference in money collected between the modified payments and the original loan amount with late fees.**
- 5. Although I argued with the bank that I was never late on this loan during the 7 months of making payments they stated that because it was the modified amount and not the full amount I would have to pay the \$75.00 monthly late fees.**
- 6. I was told that If I did not pay the entire amount of money owed, the bank was going to proceed with foreclosure. I did not agree with this and did not have the money to pay the entire amount back to the bank however I was in fear of losing my home. I followed up with 2 monthly payments of \$2355.66 This was**



the original loan amount with an additional \$500.00 each month to show the bank good faith and keep my home. After making the second monthly payment the bank sent me a letter stating that they would no longer accept any more payments.

7. The following month I received a notice of default. I was very familiar with the Washoe County Senior Law project and went to them for assistance. I attended their foreclosure mediation workshop and followed up with a meeting with Ben Alsasua, Washoe countys HUD approved counselor.
8. On August 26, 2010 at 9:30 am I met with Ben Alsasua and we had a conference call with Wells Fargo Bank to try and resolve this problem. During this meeting the bank representative stated to Ben that they did not have the authority to modify my loan as they did not hold the deed of trust to this loan and that they only serviced the note. Ben asked the bank representative who did own the note and the bank representative stated that Federal Home Loan Bank owns the note. Ben then asked, "so what you are telling me is a federal bank doesn't participate in a federal program"? The bank representative stated "yes, that is what I am telling you". Ben Alsasua then told the bank representative that we have no other alternative except for state mediation which would force Federal Home Loan Bank to provide a deed of trust and negotiate in good faith with us. Washoe County Senior Law Project is in possession of the folder that contains these facts
9. On November 19, 2010 we attended state mediation. Wells Fargo Bank showed up and presented a sworn affadavit that Wells Fargo Bank held the deed of trust on the loan. At this point Ben Alsasua stated that if Wells Fargo does hold the deed of trust on this note in fact why did they send me letters stating that the reason that took me out of the (HAMP) program was that they did not own the deed of trust. Ben stated that if Wells Fargo Bank owns the deed of trust that Wells Fargo bank does participate in the (HAMP) program and I should never have been taken out of it. At this point the Wells Fargo Bank representative openly admitted that they do not own the deed of trust and does not know who does. The state mediator stated that they could not have it both ways. The state mediator stated that Wells Fargo Bank basically committed fraud by signing a sworn affadavit stating that they own the note when actually they do not. The state mediator would not allow the bank to proceed with foreclosure on this property.
10. On January 28, 2011 we appeared before Honorable Judge Flanagan for Judicial review. During this hearing Wells Fargo Bank amazingly claimed that they do own the deed of Trust. As the State mediator said you can't have it both ways.
11. I pulled up my credit report that shows Federal Home Loan Bank has checked my credit report 4 times in the last several months. If Federal Home Loan Bank isn't involved in this loan why are they pulling my credit report? I did not authorize them to do so.
12. During state mediation Wells Fargo Bank Agreed to rescind all late fees due to the fact upon entering the (HAMP) program Wells Fargo Bank agreed to waive



all prior late fees and we made our monthly payments on time during the trial period. Wells Fargo Bank sent me my annual mortgage interest statement that shows that they withdrew \$1029.00 out of my payments sent in for the year 2010..

13. There is a huge discrepancy as what the bank is claiming owed on this loan and what is actually owed. This also needs to be addressed. Also my credit report shows that the bank reported that I have not made a payment since October 2009 when in fact I made payments until June of 2010 .
14. I received a letter from Genworth Insurance stating that they were contacted by Wells Fargo Bank stating that I have not made a payment on this loan since January 1, 2010. And I owed approximately \$20,000.00. I provided documentation to Genworth Insurance showing that I paid on this note up until I received a letter from Wells Fargo Bank stating that they would not take any more payments from me. I then inquired with the insurance company as to why I have insurance on this note as I have always owned more than 20% equity on this loan from the beginning. I asked the insurance company to cancel this insurance if I was paying for it. I was told only the bank could cancel it.

Thank You for your time in this matter. My family and I are looking forward to resolving this nightmare and moving on with our lives. Again I have all documents to prove the facts of the statements I have made and would be more than happy to provide anything needed to the courts

Sincerely,


Duke Renslow

1 4185
2 STEPHANIE KOETTING
3 CCR #207
4 75 COURT STREET
5 RENO, NEVADA
6

7 IN THE SECOND JUDICIAL DISTRICT COURT
8 IN AND FOR THE COUNTY OF WASHOE
9 THE HONORABLE PATRICK FLANAGAN, DISTRICT JUDGE

10 --oOo--

11 DUKE and TINA RENSLOW,)	
)	
12 Petitioners,)	
)	
13 vs.)	
)	Case No. CV10-03382
14 WELLS FARGO BANK,)	
)	Department 7
15 Respondent.)	
_____)	

16
17
18
19 TRANSCRIPT OF PROCEEDINGS
20 FORECLOSURE MEDIATION ORDER TO SHOW CAUSE

21 January 28th, 2011

22 4:00 p.m.

23 Reno, Nevada

24 Reported by: STEPHANIE KOETTING, CCR #207, RPR
Computer-Aided Transcription

1 APPEARANCES:

2 For the Petitioners:

3 CAROLE POPE, ESQ.
4 Attorney at Law
301 Flint Street
Reno, Nevada

5 For the Defendant:

6 STEPHEN WASSNER, ESQ.
7 Attorney at Law
206 S. Division Street
Carson City, Nevada

1 RENO, NEVADA, January 28th, 2011, 4:00 p.m.

2
3 --oOo--

4 THE CLERK: CV10-03382, Duke and Tina Renslow versus
5 Wells Fargo Bank. This matter set for an order to show cause.
6 Counsel, please state your appearance

7 MS. POPE: Carole Pope on behalf of the Renslows.

8 MR. WASSNER: Steve Wassner making a special
9 appearance for Wilde and Associates on behalf of Wells Fargo,
10 your Honor.

11 THE COURT: This is a hearing on a petition for
12 judicial review filed November 9th, 2010 based upon a
13 mediation held October 19th, 2010, Mark Rosenberg mediator.
14 Petitioner avers that the holder of the note and the deed of
15 trust beneficiaries are unknown. That the investors who are
16 beneficiaries with power to modify the loan did not
17 participate in the mediation. You can be seated here. That
18 there is substantial equity in the home available.

19 Mediator's statement provides that the parties met,
20 but were unable to agree to a loan modification or make other
21 arrangements. That the lender did not have authority to
22 modify the loan. That the bank did not know who the holder of
23 the note was. That the homeowner complied with all the
24 conditions of the loan modification before it was rescinded.

1 On November 12th, 2010 this Court issued its order
2 on the petition for judicial review. On December 10th, 2010,
3 Wells Fargo filed its response to this Court's order. In the
4 response, Wells Fargo argues that it had an attorney and a
5 representative with authority present at the mediation with
6 authority to modify the loan. That no agreement was reached,
7 because the petitioner did not qualify for a loan
8 modification. That the home has equity for a refinancing.

9 On December 15th, 2010, petitioners filed their
10 reply averring that the documents were invalid and they still
11 don't know who the true holder of the deed of trust. We set
12 this for a hearing for oral arguments. Ms. Pope.

13 MS. POPE: Yes, your Honor. I mean, this is a
14 classic case that is being brought for a petition for judicial
15 review where we don't even have confirmation as to who the
16 bank is. I mean, it's a clear violation of good faith
17 participation in the mediation.

18 THE COURT: Let me ask you this, before this
19 happened, who were the Renslows sending their mortgage
20 payments to?

21 MS. POPE: Wells Fargo.

22 THE COURT: Any other bank come up and say, no, that
23 belongs to us?

24 MS. POPE: No. No other bank has come up and said

1 that. Mr. Benjamin Alsasua, A-l-s-a-s-u-a, was the counselor
2 who was with the Renslows at the --

3 THE COURT: That's the HUD counselor.

4 MS. POPE: Yes, he's the HUD counselor. And I do
5 have his affidavit with me since he wasn't able to attend
6 today that states that he was with the Renslows through the
7 whole loan modification program where they are accepted and,
8 you know, they thought it was Wells Fargo and then at the end
9 after they make the payments, they're kicked out of the
10 program, because the investor supposedly does not participate,
11 but Wells Fargo does participate in the HAMP program.

12 Then when they get to the mediation, Wells Fargo
13 does issue or did give a statement saying they were the holder
14 of the note and then they get there and then they -- and
15 Mr. Alsasua in his affidavit states once they were at the
16 mediation, Wells Fargo said they didn't have authority even
17 though there was an attorney and a representative on the
18 phone.

19 So it's one of those situations that, you know, is
20 begging to be taken care of by this Court and we're asking
21 that the loan be modified as what the Renslows are asking for
22 according to their payments.

23 THE COURT: Okay. Mr. Wassner.

24 MR. WASSNER: Your Honor, I was at that mediation

1 and Mr. Eastman was the bank representative from Wells Fargo
2 and we did present the deed of trust and a note with a
3 certification. As we were going through the process, there
4 was some indications of guidelines based on some investors
5 that was noted in there and we brought that to the attention
6 of everybody at the mediation.

7 Nowhere in there did Mr. -- myself, I forgot the
8 gentlemen that was the representative, I'll think of his name
9 in a second, indicate that he did not have authority to look
10 at, review this loan and look at the modifications. What we
11 did indicate was that there was some indications here that we
12 had some stringent requirements that we had to follow. And we
13 spent like probably an hour on the telephone, myself and the
14 representative, trying to track down additional information
15 for the Renslows and the mediator.

16 THE COURT: Didn't you know that before you made the
17 initial modification?

18 MR. WASSNER: That initial modification was before
19 the modification hearing.

20 THE COURT: I understand that.

21 MR. WASSNER: Correct.

22 THE COURT: I understand that, but that prior
23 modification outside of the mediation program, was that with
24 or without the investor's approval?

1 MR. WASSNER: That I don't know, your Honor. I'm
2 just privy to the modification hearing and what transpired
3 there.

4 THE COURT: Okay. All right.

5 MR. WASSNER: And that's what we're basically trying
6 to deal with is what happened at that modification hearing.

7 THE COURT: I understand that. I'm just trying to
8 wrap my arms around this concept that at the mediation
9 hearing, at the mediation, the Renslows come and they say we
10 just want the same deal we had before.

11 MR. WASSNER: Right.

12 THE COURT: And at that mediation, Wells Fargo says,
13 you don't meet our investor's guidelines, therefore, you don't
14 qualify for a modification. I'm just asking, isn't that --
15 what changed between the initial modification and -- if they
16 qualified for it, let's just say back in February, why
17 wouldn't they qualify for it in October at the mediation? And
18 is Wells Fargo estopped from our arguing that the Renslows are
19 not, do not qualify when they've already previously qualified
20 them?

21 MR. WASSNER: I think, your Honor, as to the
22 estoppel argument, the modification situation is fluid from
23 week to week. Rules change, the Treasury guidelines change,
24 interest rates change, the formulas that you look at, debt

1 ratios change for individuals and the banks. Things are
2 always in fluid motion. So to say that when someone is given
3 a modification, a temporary modification offer this week and
4 it's denied and three weeks later they get together and say,
5 well, let's try to do it again and we come up with a different
6 scenario that may provide one, I don't think that you can use
7 the estoppel argument to say, well, no, I really want to go
8 back to the original one, because I liked it better.

9 THE COURT: I agree. But let's just say for
10 purposes of this argument that the Renslows said, this is our
11 debt to income ratio, these are the debts, obligations, this
12 is what it's -- this is what the home is worth. We checked
13 boxes A, B, C and D. And the bank comes in and says, we
14 agree. We agree. We can work with you.

15 Five months later, you find yourself in mediation
16 and the Renslows say, I'll give you everything we had before,
17 debt to income ratio, this is what the house is worth, we
18 checked boxes A, B, C, D and E and now the bank says you don't
19 qualify after they've already said they qualified before. Did
20 anything change between that first time and the second time?

21 MR. WASSNER: Not knowing the --

22 THE COURT: The first time.

23 MR. WASSNER: The first time, I can't make any
24 representations, but just theoretically, I think some things

1 could have changed, maybe not with the Renslows' financial
2 statement, but maybe the interest rate, the capitalization of
3 payments that weren't made added on to the loan. Those all
4 have impacts on that fluidity of the software programs that
5 look at interest rates, they look at how much is owed, they
6 look at the term. Those are the things that, you know, all
7 have impact.

8 So I guess what I'm saying is that from day to day,
9 depending on dollar amounts, interest rates, you know,
10 financial information, things do change and they may at a
11 blush look like they're the same, but in reality there is some
12 difference.

13 I would indicate that there was a forbearance
14 offered to the Renslows during the mediation. I think it
15 was -- I'd have to look it up, but I think it was like a four-
16 or six-month forbearance. Don't take my word on that. I'd
17 have to look up my notes.

18 THE COURT: Starting in October?

19 MR. WASSNER: No. This mediation was held -- hang
20 on a second.

21 THE COURT: Mediation was held on October 19th.

22 MR. WASSNER: Right. So what we were looking at
23 was -- it looks like it was a forbearance for six months.

24 THE COURT: Why are we here?

1 MR. WASSNER: Because the Renslows said, no, they
2 weren't interested in that.

3 THE COURT: Okay.

4 MR. WASSNER: And then they are the ones that
5 brought the petition. Wells Fargo didn't bring the petition
6 to enforce anything at this point in time. You know, it's
7 kind of interesting, maybe I could go off track here a little
8 bit.

9 THE COURT: Go ahead. It's Friday afternoon.

10 MR. WASSNER: It's kind of an interesting problem
11 that I think the Court has and everybody else has with these
12 reviews is that we're having people file petitions in
13 anticipation that a certificate is going to be issued from the
14 foreclosure program to allow the foreclosure to go forward or
15 not go forward.

16 And when in reality, maybe we should have a check
17 and balance that says that the foreclosure program has 20 days
18 after the conclusion of the mediation to indicate whether or
19 not they're going to issue the certificate. And then at that
20 time, either party has X amount of days to go forward with a
21 petition for judicial review.

22 Like in this case here, I think counsel brought this
23 petition for several reasons, but one of them was to stop the
24 foreclosure process. I mean, you know, in reality, we don't

1 even know if the program would have issued the required
2 certificate at this point in time. I just bring that up,
3 because I was thinking about that on the drive up here. It's
4 like, how many of these come up when in reality what the party
5 is seeking may not even, you know, need to have judicial
6 review, because it may not go to the next step. In answer to
7 the rest of it is that, you know, they want the Court to place
8 a modification.

9 THE COURT: Well, that's one of the options
10 available to the Court if the Court finds that the parties or
11 one of the parties has participated in bad faith and a
12 sanction such as modification is appropriate. But that's just
13 one of many of those sanctions available. I'm just -- well,
14 strike that. Okay. Thank you, Mr. Wassner. Ms. Pope.

15 MS. POPE: Yes, your Honor. I would like to submit
16 the affidavit of Mr. Alsasua.

17 THE COURT: Certainly. Just provide it. Have you
18 given a copy to Mr. Wassner?

19 MR. WASSNER: Thank you.

20 THE CLERK: Petitioner's Exhibit 1 marked for
21 identification.

22 THE COURT: Any objection, Mr. Wassner?

23 MR. WASSNER: I don't have any objection, your
24 Honor.

1 THE COURT: One is admitted, Ms. Clerk.

2 MS. POPE: Actually, I have an extra copy.

3 THE COURT: That's all right.

4 MS. POPE: Okay. We did bring this petition,
5 because we really want to enforce the modifications. What the
6 Renslows really want is just to have their loan modified like
7 they thought they were going to have when they participated in
8 good faith in the HAMP program.

9 And based upon Wells Fargo's action in the
10 mediation, I mean, Mr. Alsasua definitely states that Wells
11 Fargo indicated ultimately that they were not the owner of the
12 loan. So if they're not the owner of the loan, how can they
13 even offer a forbearance agreement? None of that really
14 computes.

15 Mr. Renslow when he was talking to Wells Fargo when
16 they were finally rejected, basically, from the program and
17 everything was going forward was told that Wells Fargo was not
18 the investor. He's been given the initials for Federal Home
19 Loan Bank, but no proof has ever been provided of that.

20 And I think when you look at the statements of the
21 mediator, the statements of Mr. Alsasua, Mr. Renslow's
22 verification of the petition and his father-in-law is here as
23 well, that was the understanding that the parties all walked
24 out of that mediation with is that Wells Fargo did not own the

1 loan, did not have the power to modify it and, therefore, it
2 wasn't participating in good faith.

3 Which is why we brought this action of the petition
4 for judicial review is to -- they just want to move on with
5 their life, have their loan modified and continue making their
6 payments like they were. I mean, they're acting in good faith
7 and Wells Fargo is not.

8 And we don't, you know -- and the whole problem that
9 we've gotten into with everything that the banks have been
10 doing is they're not putting assignments on the record. I
11 mean, this has created such a mess and the people suffering
12 are the investors. And here we have a property that has
13 equity.

14 THE COURT: They're suffering, too.

15 MS. POPE: I mean, not the investors. The people
16 suffering are the homeowners.

17 THE COURT: Well, the investors suffers when a
18 homeowner doesn't make a payment on a loan that they funded.

19 MS. POPE: Well, and that Mr. Renslow informed me
20 was he was told the only way they would talk to him is if he
21 would stop making his payments. He'd been making his payments
22 and that is part of the, I would submit, is a violation of the
23 Fair Trade and Practices Act, which our Attorney General is
24 now going after Bank of America for those kinds of statements.

1 So once he was told that, he stopped making his
2 payments. He's been doing what they tell him to do, makes his
3 payments when he's supposed to and then is told ultimately,
4 oh, your investor doesn't participate. I mean, to me that's
5 bad faith. That's why we're here. So we really just want to
6 ask that the loan be modified and they continue making their
7 payments under the modification.

8 THE COURT: All right. Thank you, Ms. Pope. You
9 want to address whether or not Wells Fargo --

10 MR. WASSNER: I don't think Wells Fargo is in bad
11 faith, your Honor. I think we had some confusion as to what
12 the guidelines were and as to what was going on. We presented
13 the documentation that shows that Wells Fargo is the
14 beneficiary.

15 I'd just like to maybe just talk a little bit about
16 the point of the earlier modification. You know, I understand
17 the process. I went through that. I don't know the
18 particulars other than what I've heard here. But it seems to
19 me that what the homeowners probably should have done at that
20 time was come into District Court to enforce any agreements
21 that they had based on that act, not wait until after they go
22 through a modification mediation process and then come into
23 this Court and say, well, because we had some problems based
24 on who we think the beneficiary is, that we want this Court to

1 enforce the first modification agreement that we had with
2 Wells Fargo that really isn't even part of the modification
3 foreclosure process.

4 THE COURT: That raises a good point, Ms. Pope. To
5 what extent can this Court even consider the prior
6 modification, the prior negotiations with Wells Fargo? I
7 mean, how is it relevant to this Court's assessment as to the
8 conduct of the parties at the mediation on October 19th?

9 MS. POPE: Well, my understanding of the
10 modification that they'd entered into from what Mr. Alsasua
11 has to say is that was still -- that calculation is still
12 viable under the HAMP program even when they were at the
13 mediation. So we need some formula for, you know, modifying
14 the loan. I submit that based upon what Mr. Alsasua has to
15 say that is the proper -- that they are meeting the guidelines
16 of HAMP and they still were meeting the guidelines of HAMP
17 when they were at the mediation with the prior modification.
18 I mean, they basically wanted a continuation of that
19 modification.

20 I think the Court, as long as you're meeting the
21 guidelines of HAMP, would be able to enforce that prior
22 modification and Mr. Alsasua basically was saying at the
23 mediation that they were meeting the guidelines of HAMP with
24 what they were doing before.

1 And as I read the actions that the Court can take,
2 they can enforce a modification that would be meeting those
3 guidelines. So I think that is relevant.

4 THE COURT: Well, you would agree that there's
5 certain fundamentals that can change between month to month,
6 the interest rate, for example, a homeowner's income, their
7 debts, such that a modification that was an agreement that was
8 reached sometime in March that may have met those HAMP
9 guidelines isn't applicable in October. That there may be
10 factors that have changed that would not make the homeowner
11 qualify under HAMP.

12 MS. POPE: Well, there would be factors that would
13 change, but my understanding is that they do still qualify
14 under the same modification that they had or at least they did
15 in October.

16 The reason that they're asking for the -- part of
17 the reason they're qualifying is that they have medical bills
18 with their daughter and Mr. Renslow has had his hours cut.
19 And so, you know, that is specifically stated under the HAMP
20 program that is the type person that qualifies and so they
21 need to have their mortgage payment lowered. So I have not
22 received any information that the HAMP modification that they
23 were under is invalid at this point. I mean, I don't --

24 THE COURT: When you say that they were under?

1 MS. POPE: Previously that they had made their
2 payments under, my understanding is that they still qualified
3 for that at the mediation. And if they qualified for that at
4 the mediation, I believe that should be the modification that
5 is enforced.

6 THE COURT: But isn't that apples and oranges? Back
7 to the prior mediation, Mr. Renslow may have been working
8 60 hours a week and now in October he's working 30 hours a
9 week. I mean, just -- this is just hypothetical. I'll get
10 into the facts a little bit later. I'll give you a chance to
11 talk. All right. Just curious. Mr. Renslow.

12 MR. RENSLOW: Your Honor, I entered into this
13 program in 2009. I made my payments on time every time for
14 seven months. After the seven months of making my payments on
15 time every time, I received a letter in the mail from Wells
16 Fargo that I still have in my file that says, although you
17 qualified for the home loan modification, the investor on your
18 loan does not participate in that program.

19 During that period of time I was trying -- I said
20 who is the investor? Who can I talk to that is the investor?
21 And I got a note in here that I wrote that I gave Mrs. Pope
22 that says, investor not found in database. And the lady on
23 the other line says, I'll be honest with you, I can't find it,
24 but the initials that FHLB. Well, lo and behold, last week I

1 pulled my credit report and it shows that Federal Home Loan
2 Bank has pulled my credit report over five times in the last
3 two months.

4 And when we were in mediation, the question was, I
5 know for a fact that Wells Fargo does participate in the home
6 modification program, and so if you're saying you own the
7 note, then what are we here for? Because Wells Fargo does
8 participate. And that's when it came up that -- and the state
9 mediator, Ben Alsasua, my wife and I and my father-in-law were
10 all present when they stated they don't know who owns the
11 loan. I know who owns the loan. Federal Home Loan Bank owns
12 the note on my house.

13 And they don't participate, so if Wells Fargo does
14 own the note, nothing changed. The only reason that we're
15 here today is because they said that the investor doesn't own
16 the note, and, therefore, they took me out of the program.

17 And then, like I said, Mr. Alsasua said Wells Fargo
18 does participate. And that's when they said, well, we don't
19 know who owns the note. And the paper work from Ben Alsasua
20 and the state mediator, myself, my father-in-law, we were all
21 there and that's what they say, they don't know who owns it.

22 But it's pretty funny that it says FHLB and last
23 week when I pulled my credit report, I didn't authorize
24 Federal Home Loan Bank to pull it five times, but they did.

1 THE COURT: Ms. Pope, do you have that paper work?

2 MS. POPE: Which paper work?

3 THE COURT: That Mr. Renslow --

4 MS. POPE: For the credit?

5 THE COURT: This is what I'm going to do. I'm going
6 to take this under submission. I'm going to issue a written
7 order in this case. One way or the other, it's going to go to
8 the Supreme Court. And I want to take a look at that
9 document. I want all of those documents in the record. Make
10 copies, obviously, for Mr. Wassner. We're required under the
11 rule to get an order out quickly and we can do that. It's an
12 interesting set of facts.

13 MS. POPE: I'll get you copies of those documents
14 right away.

15 THE COURT: All right. Thank you. Just provide it
16 to my clerk.

17 MS. POPE: Okay.

18 THE COURT: Ms. Pope, anything further?

19 MS. POPE: I don't think so, your Honor.

20 THE COURT: Thank you very much. Mr. Wassner,
21 anything further?

22 MR. WASSNER: Nothing, your Honor. Thank you.

23 THE COURT: Thank you very much. This Court's in
24 recess.

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1 STATE OF NEVADA)
) ss.
2 County of Washoe)

3 I, STEPHANIE KOETTING, a Certified Court Reporter of the
4 Second Judicial District Court of the State of Nevada, in and
5 for the County of Washoe, do hereby certify;

6 That I was present in Department No. 7 of the
7 above-entitled Court on January 28th, 2011, at the hour of
8 4:00 p.m., and took verbatim stenotype notes of the
9 proceedings had upon the foreclosure mediation order to show
10 cause in the matter of DUKE and TINA RENSLOW, Plaintiff, vs.
11 WELLS FARGO BANK, Defendant, Case No. CV10-03382, and
12 thereafter, by means of computer-aided transcription,
13 transcribed them into typewriting as herein appears;

14 That the foregoing transcript, consisting of pages 1
15 through 21, both inclusive, contains a full, true and complete
16 transcript of my said stenotype notes, and is a full, true and
17 correct record of the proceedings had at said time and place.

18
19 DATED: At Reno, Nevada, this 18th day of April, 2011.

20
21 S/s Stephanie Koetting
22 STEPHANIE KOETTING, CCR #207
23
24

FILED

2010 DEC 15 PM 4:23

HOWARD W. CONYERS

BY *[Signature]*
DEPUTY

1 3795
2 Carole M. Pope, SBN 3779
3 The Law Office of Carole M. Pope
4 a professional corporation
5 301 Flint Street
6 Reno, NV 89501
7 Telephone: (775) 337-0773
8 Attorney for Borrowers/Petitioners

9 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
10
11 IN AND FOR THE COUNTY OF WASHOE

12 * * *

13 DUKE RENSLOW and TINA
14 RENSLOW,

15 Petitioners,

16 vs.

CASE NO. CV10-03382

17 WELLS FARGO BANK, and DOES
18 1 through 10,

DEPT. NO. 7

19 Respondents.

20 **REPLY TO RESPONSE TO PETITION FOR JUDICIAL REVIEW**

21 COME NOW Petitioners Duke Renslow and Tina Renslow, husband
22 and wife, through their attorney, Carole M. Pope, and hereby file
23 this Reply to Response to Petition for Judicial Review. This
24 reply is based upon the accompanying points and authorities and
25 the accompanying exhibits, including the Mediator's Statement
26 written by Mediator Mark E. Rosenberg.

27 **Legal Analysis**

28 Respondent argues that its representative at the mediation
had the authority to modify the loan, but the parties just did

CV10-03382
DUKE & TINA RENSLOW VS WELLS FARGO BANK
District Court 12/15/2010 04:23 PM
Washoe County
SBN 3795
AMFI FINE

THE LAW OFFICE OF
CAROLE M. POPE
A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

1 not agree upon a loan modification. This directly contradicts
2 the mediator's statement, which states that the bank's
3 representative did not have authority. The mediator's statement
4 further states that the bank was not the true owner. Attached
5 hereto as Exhibit "1" is a true and correct copy of the
6 mediator's statement. Furthermore, the mediator noted that he
7 has a certification signed in the mediation that Wells Fargo Bank
8 was the true owner.

9 Based upon the Respondent's actions at the mediation,
10 Petitioners filed a Petition for Judicial Review of Respondent's
11 actions. The Court is then empowered to determine bad faith as
12 well as impose appropriate sanctions under NRS Chapter 107 as
13 amended. Under NRS 107.086(5), the Court has the following power
14 in view of Respondents' bad faith and fraud: to issue an order
15 imposing sanctions, including, but not limited to, requiring a
16 loan modification in the manner determined proper by the Court.
17 It is not a requirement that the mediator find bad faith to
18 receive the benefits under NRS Chapter 107. That finding is up
19 to the Court. In this instance, the filing of a false document,
20 the failure to provide an assignment of the loan and the
21 inability to even identify the lender equals bad faith.

22 Respondent asserts that the loan modification programs were
23 not designed for the instance where there is equity in the
24 property. However, a review of the website regarding making
25 homes affordable shows this is not the case. Homeowners
26
27
28

1 struggling to make their loan payments due to less income are
2 entitled to a loan modification. Furthermore, it is clear that
3 these modifications are offered to avoid foreclosure, not just in
4 those instances where the homeowner cannot obtain a refinance due
5 to a decrease in the value of their home. Attached hereto as
6 Exhibit "2" is a true and correct copy of the Making Home
7 Affordable website.

8 In this instance, Petitioners have less income and cannot
9 afford their monthly payments, which is the reason they are in
10 default on their mortgage payments. As a result of the default,
11 there is a foreclosure started on the Petitioners' property.
12 This is one of the factual situations for which loan
13 modifications are available. In fact, Petitioners were accepted
14 into a loan modification program, made payments in good faith,
15 only to be told that their unknown lender did not participate in
16 this federal program.

18 The actions of Wells Fargo need to be addressed. The
19 homeowner needs to know who holds their note. The failure to
20 record assignments in the official records of Washoe County is
21 the reason for the inability to be able to identify the holder of
22 the note and deed of trust. The actions taken by these major
23 lenders are contributing significantly to the confusion reigning
24 in the mortgage industry, and certainly in this matter.

25 It is submitted that since Wells Fargo is not the lender,
26 according to the statements in the mediation, the Notice of
27

1 Default must be withdrawn, and an injunction issued to prevent
2 Wells Fargo from proceeding with any foreclosure until an
3 assignment showing the true holder of the note is recorded in the
4 official records of Washoe County.

5 In closing, it is noted that Respondent failed to file its
6 response by December 1, 2010 as ordered by the Court.
7 Notwithstanding that failure, Petitioners filed their reply in
8 keeping with the Court's dates.

9 **Conclusion**

10 Petitioners respectfully request that the Court find that
11 Wells Fargo acted in bad faith by filing a false document in the
12 mediation and failing to provide the true holder of the note and
13 deed of trust. It is further requested that the Notice of
14 Default be rescinded and Wells Fargo be prevented from filing a
15 new Notice of Default unless they prove they are the holder of
16 the note and deed of trust. Finally, Petitioners request that
17 the Court order that their loan be modified with the current
18 balance amortized over thirty years, thereby making their monthly
19 payments affordable.
20

21 * * *

22 **AFFIRMATION**

23 **Pursuant to NRS 239B.030**

24 The undersigned does hereby affirm that the preceding

25 / / /

26 / / /

27 / / /

28

1 document does not contain the social security number of any
2 person.

3 DATED this 15th day of December, 2010.

4 The law office of
5 CAROLE M. POPE,
6 a professional corporation

7 
8 CAROLE M. POPE

9 Attorney for Petitioners
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AFFIDAVIT OF CAROLE M. POPE

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

1. That your Affiant is an attorney at law duly licensed to practice law in the State of Nevada and is the attorney of record for the Petitioners.

2. The facts and circumstances related in the accompanying Reply to Response to Petition for Judicial Review are true and correct to the best of my knowledge and belief.

3. The documents attached as Exhibits "1" and "2" are true and correct copies of the original documents.

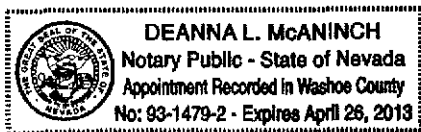
I, CAROLE M. POPE, do hereby swear under penalty of perjury that the assertions in this Affidavit are true and correct to the best of my knowledge and belief.

Executed in Reno, Nevada this 15th day of December, 2010.

Carole M. Pope
CAROLE M. POPE

Subscribed and Sworn to before me this 15th day of December, 2010 by Carole M. Pope.

Deanna L. McAninch
NOTARY PUBLIC



CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am over 21 years of age, not a party to nor interested in the herein matter, and that on this date, I deposited for mailing, a true and correct copy of the foregoing **REPLY TO RESPONSE TO PETITION FOR JUDICIAL REVIEW** in Reno, Nevada, postage fully prepaid, addressed to the following:

Gregory L. Wilde, Esq.
Matthew K. Schriever, Esq.
Wilde & Associates
212 S. Jones Blvd.
Las Vegas, Nevada 89107

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Stephen R. Wassner, Esq.
206 South Division Street, Suite 2
Carson City, Nevada 89703-4276

DATED this 15th day of December, 2010.

Deanna McEnneaney

THE LAW OFFICE OF
CAROLE M. POPE
A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

INDEX OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>	<u>No. of Pages</u>
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CV10-03382 DC-9900022182-054
DUKE & TINA RENSLAW VS WELL 5 Pages
District Court 12/15/2010 04:23 PM
Washoe County 3795
EX1 QMFI ENDF

Exhibit 1

Exhibit 1

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

HOMEOWNER'S NAME: <u>DUKE RENSLOW</u> CO-OWNER'S NAME: <u>TINA RENSLOW</u>	BENEFICIARY: <u>Wells Fargo Bank</u> TRUSTEE: <u>NAT'L DECAULT SEC</u>
ASSESSOR PARCEL NUMBER (APN) <u>086-225-04</u> PROPERTY ADDRESS <u>10200 SHENANDOAH DR.</u> <u>RENO, NV 89506</u>	TS # <u>10-42969-WFR-NV</u> Loan # _____ DoT Doc # <u>5-6-2003</u> Book #: _____ Page # _____ Inst # <u>2853863</u>

- **If no mediation is held:** Please ensure the Mediation Summary, Mediation Certification and Mailing Certification (Parts 2, 2A & 4) are completed.
- **If no agreement is reached:** please ensure the Attending Parties, Mediation Summary, Mediator Certification and Mailing Certification (Parts 1, 2, 2A & 4) are completed.
- **If an agreement is reached by the parties:** please ensure all applicable parts of this form are attached.

PART 2: MEDIATION SUMMARY (Please check all that apply)

- ☒ A Foreclosure Mediation was held on: 10-19-2010
- ☐ A Foreclosure Mediation was not held (Explain): _____
- ☐ Parties came to an agreement prior to mediation (Explain): _____

The Mediator files the following report of the mediation (please check all that apply):

- ☐ The parties resolved this matter. If this box is marked, please complete PART 3: **MEDIATION AGREEMENT**.
- ☒ The parties participated but were unable to agree to a loan modification or make other arrangements.
- ☐ Lender (Beneficiary or designated representative) failed to attend the mediation.
- ☐ Lender (Beneficiary or designated representative) failed to bring to the mediation each document required. Please specify which document(s) were not provided: _____
- ☒ Lender (Beneficiary or designated representative) did not have the authority to fully negotiate and modify the loan. SEE NOTES
- ☐ Lender (Beneficiary or designated representative) failed to participate in good faith. Please explain: _____
- ☐ Homeowner (grantor or person who holds the title of record) failed to attend the mediation.
- ☐ Homeowner (grantor or person who holds the title of record) failed to bring to the mediation each document required. Please specify which document(s) were not provided: _____
- ☐ Homeowner (grantor or person who holds the title of record) failed to participate in good faith. Please explain: _____
- ☐ Other: _____

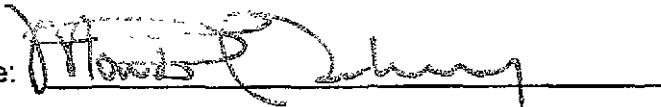
STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 2A: MEDIATOR CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate of the proceedings as required by NRS Chapter 107.

DATED this 22nd day of OCTOBER, 2010.

Mediator Signature:



Print Name:

MARK E ROSENBERG

October 19, 2010

Notes on the Renslow Mediation.

The attorney and /or the WFBank's representative did not have the authority to modify the Renslow's (H/O) mortgage.

The Bank was not the owner of the mortgage. I am in possession of a certification that the copies I had were "True and Certified", that WFB was the true owner of the Deed of Trust.

In fact the Bank did not know who owned the note.

The bank had offered the H/O a modification in November of 2009. The H/O paid on this modification for 7 months before being notified that they, the bank, were withdrawing that offer since they had no authority to make the offer. The H/O never missed a payment, was charged late fees, and they were rescinded today after showing that they had complied with every detail then offered by the bank.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 4: MAILING CERTIFICATION

I hereby certify that I served the foregoing Mediator Statement on the 10/25 day of October, 2010, by placing true and correct copies thereof in the U.S. mail, postage prepaid, addressed to the following:

Homeowner (Grantor):

DUKE + TINA REYNOLDS
10200 STEVENS AVE
SPRING VALLEY NV 89106

Homeowner's Attorney/Representative:

Trustee:

NAT'L DEFAMT SERV
7720 N. 16th Street
Phoenix AZ 85020

Trustee's Attorney/ Representative:

Lender (Beneficiary):

WELLS FARGO BANK
3476 STEVENS BLVD
SPRING VALLEY NV 89106
MAC - x7801-015

Lender's Attorney/Representative:

Stephen R. Wassner, Esquire
206 South Division Street, Suite 2
Carson City, Nevada 89703-4276

Other:

Other:

Signature:

Print Name:

Title:

Mark E. Rosenberg
MARK E. ROSENBERG
MEDIATOR

CV10-03382 DC-9900022182-055
DUKE & TINA RENSLAW VS WELLS 3 Pages
District Court 12/15/2010 04:23 PM
Washoe County 3795
AMFI PAIDF
CV?

Exhibit 2

Exhibit 2



HELP FOR AMERICA'S HOMEOWNERS

[ABOUT](#) [ELIGIBILITY](#) [LOAN LOOK UP](#) [FIND A COUNSELOR](#) [REQUEST A MODIFICATION](#) [RESOURCES](#) [AUDIO AND VIDEO](#) [EN ESPAÑOL](#)



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START HERE TO GET HELP

Home Affordable Refinancing

Many homeowners pay their mortgages on time but are not able to refinance to take advantage of today's lower mortgage rates perhaps due to a decrease in the value of their home. A Home Affordable Refinance will help borrowers whose loans are held by Fannie Mae or Freddie Mac refinance into a more affordable mortgage.

[Find out if you are eligible](#)

Home Affordable Modification

Many homeowners are struggling to make their monthly mortgage payments perhaps because their interest rate has increased or they have less income. A Home Affordable Modification will provide them with mortgage payments they can afford.

[Find out if you are eligible](#)

Second Lien Modification Program (2MP)

Many homeowners may be struggling to make their monthly mortgage payments because they have a second lien. The 2nd Lien Modification Program (2MP) offers homeowners a way to lower payments on their second mortgage when their first mortgage is modified under the Home Affordable Modification Program.

[Find out if you are eligible](#)

Home Affordable Foreclosure Alternatives

Many homeowners may feel that they can no longer afford their home, but want to avoid the negative effects of foreclosure. The Home Affordable Foreclosure Alternatives Program offers homeowners \$3,000 to help transition to more affordable housing when they complete a short sale or deed-in-lieu of foreclosure.

[Learn More](#)

Local Solutions to Avoid Foreclosure

In an effort to combat foreclosures, stabilize communities, and improve the economic condition of families across the country, the Obama Administration has put in place a number of programs and initiatives that provide solutions at the state level.

[Learn More](#)

[Frequently Asked Questions](#)

[Beware of Foreclosure Rescue Scams - Help Is Free!](#)



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FILED

Electronically
12-10-2010:11:22:15 AM
Howard W. Conyers
Clerk of the Court
Transaction # 1894471

1 **RSPN**
2 **GREGORY L. WILDE, ESQ.**
3 Nevada Bar No. 4417
4 **MATTHEW K. SCHRIEVER, ESQ.**
5 Nevada Bar No. 10745
6 **WILDE & ASSOCIATES**
7 212 S. Jones Blvd.
8 Las Vegas, Nevada 89107
9 Tel (702) 258-8200
10 Fax (702) 258-8787

11 Attorney for Respondent

12 **DISTRICT COURT**
13 **WASHOE COUNTY, NEVADA**

14 **DUKE RENSLOW and TINA RENSLOW,**

15 Petitioners,

16 vs.

17 **WELLS FARGO BANK, and DOES 1**
18 through 10,

19 Respondent.

Case No. CV10-03382
Dept No. 7

**RESPONSE TO ORDER TO SHOW
CAUSE WHY SANCTIONS SHOULD
NOT BE IMPOSED**

Hearing Date: December 28, 2010
Hearing Time: 4:00 p.m.

20 COMES NOW the Respondent by and through their attorney of record, Gregory L.
21 Wilde, Esq., and hereby submits this Response to the Order to Show Cause Why Sanctions
22 Should Not Be Imposed.

23 ///

24 ///

25 ///

WILDE & ASSOCIATES

212 S. Jones Blvd

Las Vegas NV 89107

Tel (702) 258-8200 Fax (702) 258-8787

000029

1 This Response is made and based upon the following points and authorities, the
2 pleadings and papers on file, the attached exhibits, and any oral argument this court may
3 entertain.

4 DATED this 2 day of December, 2010.

5
6 WILDE & ASSOCIATES

7
8 
9 GREGORY L. WILDE, ESQ.

10 Nevada Bar No. 4417

11 MATTHEW K. SCHRIEVER, ESQ.

12 Nevada Bar No. 10745

13 212 S. Jones Blvd

14 Las Vegas NV 89107

15 Attorney for Respondent

16 POINTS AND AUTHORITIES

17 *A. Background*

18 On or about May 6, 2003, the Petitioner received a loan in the amount of \$184,000.00
19 to help purchase the real property located at 10200 Shenandoah Drive, Reno, NV 89506.
20 Eventually, the loan became delinquent and a Notice of Default and Election to Sell was
21 recorded. The petitioner requested mediation and mediation was held on October 19, 2010.
22 The respondent brought the required documents to the mediation and participated in the
23 mediation process in good faith.

24 Stephen R. Wassner, Esq. attended the mediation in person for the respondent and Greg
25 Eastman, an employee with authority to modify the loan participated by phone. The petitioner
26 appeared at the mediation with a HUD counselor, Benjamin Alsasua.

27 The parties participated but were unable to agree to a loan modification or make other
28 arrangements. Respondent disputes the mediator's statement that it did not have authority to

1 modify the loan because Greg Eastman participated in the mediation and had the requisite
2 authority to modify the loan. However, petitioner did not qualify for a loan modification and
3 therefore no agreement was reached. Just because the petitioner did not qualify for a
4 modification does not mean that the respondent did not have the required authority. In fact,
5 there is no requirement that the respondent even offer a loan modification to an individual at
6 mediation.
7

8 Loan modifications are primarily for individuals who are unable to refinance their
9 home because of lack of equity. In fact, the foreclosure mediation program was put into place
10 because of the numerous homeowners that have lost all equity in their homes and no longer
11 qualify for refinancing. In this instance, petitioners admit in their petition that they have a
12 large amount of equity in this home. For this reason, petitioner would be in a better position to
13 have refinanced their loan rather than allow it to go into default. In fact, if the petitioners have
14 as much equity as they claim, then they are still in a position to refinance the loan and repay
15 the arrears. A refinance would accomplish the petitioner's goal of a lower payment.
16
17

18 The undersigned counsel did not appear at the mediation and is still gathering facts
19 regarding the allegations of regarding the "holder of the note" allegations. Respondent will
20 supplement this response once it has completed its review of these allegations. Alternatively,
21 Stephen R. Wassner, Esq. will be in attendance at the Order to Show Cause hearing and will be
22 in a better position to adequately respond to these allegations.
23

24 Notwithstanding the same, even if these allegations are true, there is a built-in penalty
25 for the respondent without the need of petitioners filing this petition and seeking sanctions.
26 When a mediator finds that the respondent did not have the authority to modify the loan, the
27 respondent is prevented from pursuing a foreclosure until it re-records a new Notice of Default,
28

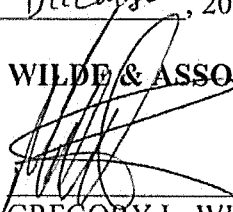
WILDE & ASSOCIATES
212 S. Jones Blvd
Las Vegas NV 89107
Tel (702) 258-8200 Fax (702) 258-8787

1 thus allowing the petitioner another shot at mediation. The sanction of a court ordered
2 modification of the loan as requested by the petitioner should only be utilized (if at all) when
3 there is a finding of bad faith by the respondent. Here, no such finding was made by the
4 mediator.
5

6 Based on the foregoing, the respondent requests that the petition be dismissed and that
7 no additional sanctions be issued against the respondent. Additionally, if this court is satisfied
8 by the good faith participation of the respondent, then it also requests an Order from this Court
9 requiring the Mediation Administrator to provide the respondent with a certificate which
10 allows the current foreclosure process to continue. Finally, respondent requests that it be
11 awarded its fees and costs for having to respond to this petition that was filed by the petitioner.
12

13 DATED this 2 day of December, 2010.

14 WILDE & ASSOCIATES

15 
16 _____
17 GREGORY L. WILDE, ESQ.

18 Nevada Bar No. 4417

19 MATTHEW K. SCHRIEVER, ESQ.

20 Nevada Bar No. 10745

21 212 S. Jones Blvd

22 Las Vegas NV 89107


23 Attorney for Respondent
24
25
26
27
28

WILDE & ASSOCIATES
212 S. Jones Blvd
Las Vegas NV 89107
Tel (702) 258-8200 Fax (702) 258-8787

CERTIFICATE OF SERVICE

I hereby certify that on this 3rd day of December, 2010, I placed a copy of the
above **RESPONSE TO ORDER TO SHOW CAUSE WHY SANCTIONS SHOULD
NOT BE IMPOSED** into a sealed envelope and mailed it via regular mail, postage prepaid,
addressed to:

Carole M. Pope, Esq.
301 Flint Street,
Reno, NV 89501


An Employee of Wilde & Associates

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SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE, STATE OF NEVADA

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, _____
Wells Fargo Bank

(Title of Document)

Response to Order to Show Cause Why Sanctions Should not be Imposed
filed in case number: _____

☒ Document does not contain the social security number of any person

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

(State specific state or federal law)

-or-

☐ For the administration of a public program

-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: _____



(Signature)

(Print Name)

Petitioner

(Attorney for)

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

DUKE RENSLOW and TINA RENSLOW,
Petitioners,

Case No.: CV10-03382

Dept. No.: 7

vs

WELLS FARGO BANK, and DOES 1
THROUGH 10,

Respondents.

ORDER FOR JUDICIAL REVIEW

The above-entitled action is a Petition for Judicial Review from a mediation conducted pursuant to NRS Chapter 107 as amended by AB 149 and the Foreclosure Mediation Rules adopted pursuant to ADKT No. 435. The Court, after reviewing the Petition for Judicial Review enters the following Order to Show Cause why the respondent should not be sanctioned for failure to participate in the mediation in good faith and sets the following schedule in anticipation of the evidentiary hearing to be conducted pursuant to NRS Chapter 107 as amended by AB 149.

IT IS HEREBY ORDERED THAT:

- A. The Respondent shall have to and including **December 1, 2010**, within which to file their written Response to the Petition for Judicial Review.
- B. The Petitioner shall have to and including **December 15, 2010**, within which to file any desired written Reply to the Response to the Petition for Judicial Review.
- C. Parties and/or their counsel are to appear for a status conference on **December 28, 2010, at 4:00 p.m.** At that time the judge will set the matter for oral argument or an

1 evidentiary hearing if it is deemed appropriate. If an evidentiary hearing is set, the
2 parties must disclose the identity of any witnesses and produce any document in
3 accordance with NRCPC Rule 16.1 within five (5) judicial days of the status
4 conference.

5 D. If the Court sets an evidentiary hearing at the status conference, the parties, their
6 respective counsel, and witnesses must appear for the evidentiary hearing at which
7 witnesses may be called to testify. The parties and/or their counsel are responsible
8 for arranging for all the attendance of all witnesses necessary to prove the allegations
9 or the defenses raised in the Petition or related filings at the time scheduled for the
10 evidentiary hearing. Witnesses may be subpoenaed pursuant to NRS 50.165.

11 If the Respondent is found not to have participated in good faith, the sanctions may include
12 any sanctions available under NRS Chapter 107, and the Nevada Rules of Civil Procedure, including
13 but not limited to a loan modification in a manner to be determined by the Court, monetary
14 sanctions, the striking of pleadings, the assessment of fees and costs, and/or such other relief deemed
15 appropriate by the Court after considering the evidence presented by the parties.

16 Failure to comply with any provisions of this Order may result in a finding of contempt under
17 NRS Chapter 22 and/or the imposition of sanctions. These sanctions may include any sanctions
18 available under the Nevada Rules of Civil Procedure, including but not limited to monetary
19 sanctions, the striking of pleadings, the assessment of fees and costs and/or such other relief deemed
20 appropriate by the Court.

21
22 **DATED** this 12 day of November, 2010.

23 
24 PATRICK FLANAGAN
25 District Judge
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 12 day of November, 2010, I electronically filed the foregoing with the Clerk of the Court System which will send a notice of electronic filing to the following:

Carole M. Pope, Esq. for Duke and Tina Renslow;

Further, I certify that I deposited in the Washoe County mailing system for postage and mailing with the United States Postal Service in Reno, Nevada, a true copy of the attached document addressed to:

Wells Fargo Bank
3476 Stateview Blvd.
Ft. Mill, SC 29715

Stephen R. Wassner, Esq.
206 South Division St., Suite 2
Carson City, NV 89703-4276

National Default Service
7720 N. 16th St., Suite 300
Phoenix, AZ 85020


Judicial Assistant

THE LAW OFFICE OF
CAROLE M. POPE
A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

CV10-03382
DUKE & TINA RENSLow VS. MEL 10 Pages
District Court 11/09/2010 02:58 PM
Washoe County
33550

33550
Carole M. Pope, SBN 3779
The Law Office of Carole M. Pope
a professional corporation
301 Flint Street
Reno, NV 89501
Telephone: (775) 337-0773
Attorney for Borrowers/Petitioners

FILED
2010 NOV -9 PM 2:58
CLERK OF DISTRICT COURT
BY *M. Chole*
DEPUTY

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

* * *

DUKE RENSLow and TINA
RENSLOW,

Petitioners,

vs.

WELLS FARGO BANK, and DOES
1 through 10,

Respondents.

CASE NO.

DEPT. NO.

CV10 03382

7

PETITION FOR JUDICIAL REVIEW

COME NOW Petitioners Duke Renslow and Tina Renslow, husband and wife, through their attorney, Carole M. Pope, and hereby petition the Court for judicial review pursuant to Rule 6 of the Foreclosure Mediation Rules approved by the Supreme Court of Nevada of the Mediator's Statement, generated pursuant to a mediation held October 19, 2010 and NRS 107.086(5). This verified petition is based upon the accompanying points and authorities and the accompanying exhibits, including the Mediator's Statement written by Mediator Mark E. Rosenberg.

Statement of Facts

1. Petitioners hold title of record for the property at 10200 Shenandoah Drive, Reno, Nevada 89506 ("Subject Property").

2. Petitioners occupy and reside at the Subject Property.

3. Petitioners executed a Deed of Trust recorded against the Subject Property on May 13, 2003 to secure a promissory note in the amount of \$184,000.00. Wells Fargo Home Mortgage, Inc. is listed as the Lender. The interest rate on the loan is 5.125%, and this is a 15 year mortgage.

4. Petitioners received a recorded notice of default and election to sell the subject property pursuant to NRS 107.080, which notice was recorded August 6, 2010. The Notice of Default states that Wells Fargo Bank, N.A. is the beneficiary of the Deed of Trust, and that a default occurred with the payment due on January 1, 2010. Petitioners presently owe approximately \$119,876.80 in principal under the note.

5. Petitioners have not surrendered the Subject Property.

6. Petitioners have not filed a petition in bankruptcy.

7. Petitioners filed an Election of Mediation pursuant to NRS 107, as amended by AB 149, Section 1 (2009) and Nevada Supreme Court Foreclosure Mediation.

8. Petitioners appeared before the Mediator, Mark E. Rosenberg, on October 19, 2010. Petitioners were represented by a HUD counselor, Benjamin Alsasua. Respondent Wells Fargo was represented by Stephen R. Wassner, Esquire.

1 9. At the time of the mediation, Petitioner provided a
2 value for the Subject Property of \$220,000, which did not include
3 the shop upon the Subject Property. The shop would add
4 additional value of at least \$50,000. Therefore, this is a
5 situation where there is plenty of equity in the Subject Property
6 unlike most mortgages in this situation, which are upside down.
7 Respondent does not dispute there is significant equity in the
8 Subject Property.

9 10. Through the mediation, Wells Fargo Bank certified that
10 it was the true owner of the Deed of Trust. However, Wells Fargo
11 admitted at the mediation, that it was not the true owner of the
12 mortgage. Therefore, it could not negotiate any loan
13 modification. Furthermore, Respondent at the mediation admitted
14 that they did not know who owns the note. Consequently,
15 Petitioners have not received notice as required by 15 U.S.C.
16 sec. 1651(g), as to who really owns this loan. Attached hereto
17 as Exhibit "1" is a true and correct copy of the Mediator's
18 Statement.

19
20 11. In November of 2009, Petitioners qualified for and
21 entered into a loan modification agreement under which they made
22 seven payments. Petitioners' monthly payments were reduced from
23 \$1,708.83 to \$1,127.06. Attached hereto as Exhibit "2" is a copy
24 of the documents concerning the trial period payments under the
25 modification program. After making seven payments pursuant to
26 direction of Respondent, Petitioners were advised that the
27
28

1 investor in their mortgage did not participate in the home loan
2 modification program. When this occurred Respondent then
3 demanded that Petitioners make up the difference on past due
4 payments and charged late fees.

5 12. At the mediation Respondent agreed to eliminate all
6 late fees. However, on October 20, 2010, Respondent through
7 National Default Servicing Corporation, alleged trustee under the
8 Deed of Trust, now demands that Petitioners pay the entire
9 monthly payment under the original loan as well as pay late fees
10 and foreclosure costs for a total delinquency of \$22,450.25.
11 Attached hereto as Exhibit "3" is a copy of the demand letter.

12 13. When Respondent withdrew approval of Petitioners in the
13 Home Affordable Modification Program due to lack of participation
14 of the investor in the federal program, no one was able to tell
15 Petitioners the name of the investor under their loan.

16 14. Petitioners needed to reduce their monthly payments as
17 Mr. Renslow's pay has been reduced, their daughter has been
18 diagnosed with juvenile arthritis and Petitioners have
19 significant expenses in maintaining health insurance monthly.
20 Due to the care required for their daughter, Mrs. Renslow is not
21 able to work presently.

22 15. Petitioners really desire that the loan be recast over
23 15 years with a reduced interest rate.

24 16. The Mediator's Statement shows that it was mailed on
25 October 25, 2010, and Petitioners actually received the statement
26
27
28

1 on October 26, 2010. Therefore, this petition is filed within 15
2 days of actual receipt as required by Rule 6 of the Foreclosure
3 Mediation Rules.

4 **Legal Analysis**

5 Under Rule 5 of the Foreclosure Mediation Rules, Respondents
6 were required to provide a certification under oath that they
7 hold the original note plus provide copies of the note with a
8 copy of each assignment. Respondents provided such certification
9 to the Mediator stating that they were the holders of the note
10 when in fact they were not. Furthermore, under Rule 5, all
11 holders of the note and beneficiaries under the Deed of Trust
12 must participate in the mediation. Since no one can identify the
13 holder of the note and beneficiary under the Deed of Trust, this
14 did not occur. Therefore, Respondents violated the Rules for
15 Foreclosure Mediation, committed fraud and generally acted in bad
16 faith.
17

18 Under Rule 6 of the Foreclosure Mediation Rules, Petitioners
19 may then file a Petition for Judicial Review of Respondent's
20 actions. The Court is then empowered to determine bad faith as
21 well as impose appropriate sanctions under NRS Chapter 107 as
22 amended. Under NRS 107.086(5), the Court has the following power
23 in view of Respondents' bad faith and fraud: to issue an order
24 imposing sanctions, including, but not limited to, requiring a
25 loan modification in the manner determined proper by the Court.
26

27 This is a situation the real party in interest did not
28

1 participate in the foreclosure mediation as required, and
2 Respondent committed fraud by signing a certificate stating it is
3 the beneficiary under the Deed of Trust. Consequently,
4 Respondent and the actual beneficiary did not participate in good
5 faith in the foreclosure mediation and are subject to sanctions.

6 Furthermore, the Notice of Default and Election to Sell
7 cannot be valid as no one can identify the beneficiary under the
8 Deed of Trust. Consequently, such notice fails to meet the
9 requirements of NRS 107.080(2)(b), which states that the
10 Beneficiary, Successor Beneficiary or Trustee under the Deed of
11 Trust must initiate the filing of a Notice of Default. The
12 Trustee under the original Deed of Trust is listed as United
13 Title of Nevada. The Trustee initiating the foreclosure in this
14 matter is National Default Servicing Corporation (NDSC). For NDSC
15 to have any such power, the Successor Beneficiary, must appoint
16 the new trustee and authorize that Trustee to initiate the
17 foreclosure. Since the Successor Trustee is unknown, a
18 foreclosure cannot possibly be started. Consequently, the Notice
19 of Default and Election to Sell must be rescinded.
20

21 Petitioners, who have substantial equity in the Subject
22 Property, seek a recasting of their loan over 15 years to reduce
23 the payments as well as a reduction in their interest rate.
24 Based upon the bad faith of Respondents, the Court has the power
25 to make such a change as well as impose sanctions upon Respondent
26 for attorney fees and costs incurred with bringing this petition.
27
28

1 WHEREFORE, Petitioners request the following relief:

2 1. For an Order directing that Respondent be required to
3 present the signer of the Certification to appear in Court and
4 testify as to the basis of his signing the certification stating
5 that Respondents hold the note and are beneficiaries under the
6 Deed of Trust.

7 2. For an Order directing Respondent to produce all
8 documents which reference or identify the real party in interest,
9 which may hold an interest in the subject loan as well as
10 identifying the percentage interest held by such parties.

11 3. For an Order directing Respondent to cease all
12 foreclosure activities, including rescission of the Notice of
13 Default, until further direction from this Court.

14 4. For an Order directing Respondent to disclose whether
15 this loan has been paid, in full or in part, from any source.

16 5. For an Order directing that the principal owing in this
17 matter be recast as a new loan over 15 years with an interest
18 rate reduced to the current rates for such a loan, and that all
19 foreclosure fees, late fees, attorney fees and any other fees in
20 connection with the current loan be waived.

21 6. For an Order directing the imposition of sanctions,
22 including an award of fees and costs;

23 7. For such other relief as the Court may deem just.

24 * * *

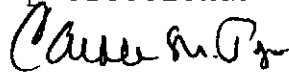
25 **AFFIRMATION**
26 Pursuant to NRS 239B.030
27

THE LAW OFFICE OF
CAROLE M. POPE
A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

1 The undersigned does hereby affirm that the preceding
2
3 document does not contain the social security number of any
4 person.
5

6 DATED this 9th day of November, 2010.


7 The law office of
8 CAROLE M. POPE,
9 a professional corporation



CAROLE M. POPE

Attorney for Petitioners

THE LAW OFFICE OF
CAROLE M. POPE
A PROFESSIONAL CORPORATION
301 FLINT STREET
RENO, NEVADA 89501
(775) 337-0773

 **DEANNA L. McANINCH**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 93-1479-2 - Expires April 26, 2019

INDEX OF EXHIBITS

<u>Exhibit No.</u>	<u>Description</u>	<u>No. of Pages</u>
1	State of Nevada, Foreclosure Mediation Program, Mediator Statement	4
2	Home Affordable Modification Program Loan Trial Period	5
3	Demand letter dated October 20, 2010 to Duke Renslow from National Default Servicing Corporation	3

CV10-03382 DC-9900021312-035
DUKE & TINA RENSLON VS WELLS PAGES
District Court 11/09/2010 02:58 PM
Washoe County \$3550
EVA MCDONALD

Exhibit 1

Exhibit 1

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

HOMEOWNER'S NAME: <u>DUKE RENSLOW</u> CO-OWNER'S NAME: <u>TINA RENSLOW</u>	BENEFICIARY: <u>WELLS FARGO BANK</u> TRUSTEE: <u>NAT'L DECAULT SEC</u>
ASSESSOR PARCEL NUMBER (APN) <u>086-225-04</u> PROPERTY ADDRESS <u>10200 SHENANDOAH DR.</u> <u>RENO, NV 89506</u>	TS # <u>10-42769-WFR-NV</u> Loan # _____ DoT Doc # <u>5-6-2003</u> Book #: _____ Page # _____ Inst # <u>2853813</u>

- **If no mediation is held:** Please ensure the Mediation Summary, Mediation Certification and Mailing Certification (Parts 2, 2A & 4) are completed.
- **If no agreement is reached:** please ensure the Attending Parties, Mediation Summary, Mediator Certification and Mailing Certification (Parts 1, 2, 2A & 4) are completed.
- **If an agreement is reached by the parties:** please ensure all applicable parts of this form are attached.

PART 2: MEDIATION SUMMARY (Please check all that apply)

- ☒ A Foreclosure Mediation was held on: 10-19-2010
- ☐ A Foreclosure Mediation was not held (Explain): _____
- ☐ Parties came to an agreement prior to mediation (Explain): _____

The Mediator files the following report of the mediation (please check all that apply):

- ☐ The parties resolved this matter. If this box is marked, please complete PART 3: **MEDIATION AGREEMENT**.
- ☒ The parties participated but were unable to agree to a loan modification or make other arrangements.
- ☐ Lender (Beneficiary or designated representative) failed to attend the mediation.
- ☐ Lender (Beneficiary or designated representative) failed to bring to the mediation each document required. Please specify which document(s) were not provided: _____
- ☒ Lender (Beneficiary or designated representative) did not have the authority to fully negotiate and modify the loan. SEE NOTES
- ☐ Lender (Beneficiary or designated representative) failed to participate in good faith. Please explain: _____
- ☐ Homeowner (grantor or person who holds the title of record) failed to attend the mediation.
- ☐ Homeowner (grantor or person who holds the title of record) failed to bring to the mediation each document required. Please specify which document(s) were not provided: _____
- ☐ Homeowner (grantor or person who holds the title of record) failed to participate in good faith. Please explain: _____
- ☐ Other: _____

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 2A: MEDIATOR CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate of the proceedings as required by NRS Chapter 107.

DATED this 22nd day of OCTOBER, 2010.

Mediator Signature: _____

Print Name: _____

MARK E ROSENBERG

October 19, 2010

Notes on the Renslow Mediation.

The attorney and /or the WFBank's representative did not have the authority to modify the Renslow's (H/O) mortgage.

The Bank was not the owner of the mortgage. I am in possession of a certification that the copies I had were "True and Certified", that WFB was the true owner of the Deed of Trust.

In fact the Bank did not know who owned the note.

The bank had offered the H/O a modification in November Of 2009. The H/O paid on this modification for 7 months before being notified that they, the bank, were withdrawing that offer since they had no authority to make the offer. The H/O never missed a payment, was charged late fees, and they were rescinded today after showing that they had complied with every detail then offered by the bank.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 4: MAILING CERTIFICATION

I hereby certify that I served the foregoing Mediator Statement on the 10/25 day of October, 2010, by placing true and correct copies thereof in the U.S. mail, postage prepaid, addressed to the following:

Homeowner (Grantor):

MIKE + TINA ROSEN
10200 STEVENS AVE
ROCK NV 89106

Homeowner's Attorney/Representative:

Trustee:

NAT'L DEFENDT SERV
7720 N. 11th Street
Phoenix AZ 85020

Trustee's Attorney/ Representative:

Lender (Beneficiary):

WELLS FARGO BANK
3476 STEVENS AVE
PHOENIX AZ 85018

Lender's Attorney/Representative:

Stephen R. Wassner, Esquire
206 South Division Street, Suite 2
Carson City, Nevada 89703-4276

Other:

Other:

Signature:

Print Name:

Title:

Mark E. Rosenberg
MARK E. ROSENBERG
MEDIATOR

CV10-03382 DC-9900021312-036
DUKE & TINA RENSLAW VS. WELLS 6 Pages
District Court 11/09/2010 02:58 PM \$3550
Washoe County
MCAJ TCC

Exhibit 2

Exhibit 2

Investor Loan # 0000728070

**HOME AFFORDABLE MODIFICATION PROGRAM
LOAN TRIAL PERIOD
(Step One of Two-Step Documentation Process)**

Loan Trial Period Effective Date: 11/01/2009
Borrower ("I")²: Duke Renslow and Tina Renslow
Lender: Wells Fargo Home Mortgage
Date of first lien Security Instrument and Note: 5/13/2003
Loan Number: 708-0023559321
Property Address: 10200 Shenandoah Driv Reno, NV 89506

If I am in compliance with this Loan Trial Period and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement, as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan. I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1 My Representations. I certify, represent to Lender and agree:

- A I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B I live in the Property as my principal residence, and the Property has not been condemned;
- C There has been no change in the ownership of the Property since I signed the Loan Documents;
- D I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);
- E Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
- F If Lender requires me to obtain credit counseling, I will do so
- G If I have been discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Plan. I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received an acceptable title endorsement and/or subordination agreements from other lien holders, as necessary, to ensure that the modified mortgage Loan retains its first lien position and is fully enforceable.

² If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate

amount set forth below \$1,127.06, which includes payment for Escrow Items, including real estate taxes, insurance premiums and other fees, if any, of U.S. \$251.75.

Trial Period Payment #	Trial Period Payment	Due Date On or Before
1	\$1,127.06	11/01/2009
2	\$1,127.06	12/01/2009
3	\$1,127.06	01/01/2010

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period 11/1/2009-1/1/2010 commencing on 11/1/2009 and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due 2/1/2010 or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived to the extent permitted by applicable law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment on my loan in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents, and any payment I make under this Plan shall be applied to amounts I owe under the Loan Documents and shall not be refunded to me; and
- G. I understand that the Plan is not a modification of the Loan Documents and that the Loan Documents will not be modified unless and until (i) I meet all of the conditions required for modification, (ii) I receive a fully executed copy of a Modification Agreement, and (iii) the Modification Effective Date has passed. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Plan. If under the Lender's procedures, title endorsement(s) and/or subordination agreement(s) are required to ensure that the modified Loan Documents retain first lien position and are fully enforceable, I understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents or to execute the Modification Agreement if the Lender has not received acceptable title endorsement(s) and/or subordination agreement(s) from other lien holders, as Lender determines necessary.

3. **The Modification.** I understand that once Lender is able to determine the final amounts of unpaid interest and any other delinquent amounts (except late charges) to be added to my loan balance and after deducting from my loan balance any remaining money held at the end of the Trial Period under Section 2.D above, the Lender will determine the new payment amount. If I comply with the

Home Affordable Modification Program Hardship Affidavit

Borrower Name (first, middle, last): Duke Renslow
Borrower Date of Birth: 3/5/1962
Co-Borrower Name (first, middle, last): Tina Renslow
Co-Borrower Date of Birth: 6/18/1961
Property Street Address: 10200 Shenandoah Driv
Property City, ST, Zip: Reno, NV 89506
Servicer: Wells Fargo Home Mortgage
Loan Number: 0023559321

In order to qualify for Wells Fargo Home Mortgage's offer to enter into an agreement to modify my loan under the federal government's Home Affordable Modification Program (the "Agreement"), I/we am/are submitting this form to the Servicer and indicating by my/our checkmarks ("✓") the one or more events that contribute to my/our difficulty making payments on my/our mortgage loan.

Borrower Co-Borrower

Yes No Yes No
☒ ☐ ☒ ☐

My income has been reduced or lost. For example: unemployment, underemployment, reduced job hours, reduced pay, or a decline in self-employed business earnings. I have provided details below under "Explanation."

Yes No Yes No
☒ ☐ ☒ ☐

My household financial circumstances have changed. For example: death in family, serious or chronic illness, permanent or short-term disability, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members). I have provided details below under "Explanation."

Yes No Yes No
☒ ☐ ☒ ☐

My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical and health-care costs, uninsured losses (such as those due to fires or natural disasters), unexpectedly high utility bills, increased real property taxes. I have provided details below under "Explanation."

Yes No Yes No
☒ ☐ ☒ ☐

My cash reserves are insufficient to maintain the payment on my mortgage loan and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments). I have provided details below under "Explanation."

Yes No Yes No
☒ ☐ ☒ ☐

My monthly debt payments are excessive, and I am overextended with my creditors. I may have used credit cards, home equity loans or other credit to make my monthly mortgage payments. I have provided details below under "Explanation."

Yes No Yes No
☒ ☐ ☒ ☐

There are other reasons I/we cannot make our mortgage payments. I have provided details below under "Explanation."

Information for Government Monitoring Purposes

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

BORROWER <input type="checkbox"/> I do not wish to furnish this information		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino		Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White		Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White	
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	
To be Completed by Interviewer		Interviewer's Name (print or type)	
<input type="checkbox"/> Face-to-face interview		Interviewer's Signature	
<input type="checkbox"/> Mail		Date	
<input type="checkbox"/> Telephone		Interviewer's Phone Number (include area code)	
<input type="checkbox"/> Internet		Name/Address of Interviewer's Employer	

Borrower/Co-Borrower Acknowledgement

- Under penalty of perjury, I/we certify that all of the information in this affidavit is truthful and the event(s) identified above has/have contributed to my/our need to modify the terms of my/our mortgage loan.
- I/we understand and acknowledge the Servicer may investigate the accuracy of my/our statements, may require me/us to provide supporting documentation, and that knowingly submitting false information may violate Federal law.
- I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this Hardship Affidavit, or if I/we do not provide all of the required documentation, the Servicer may cancel the Agreement and may pursue foreclosure on my/our home.
- I/we certify that my/our property is owner-occupied and I/we have not received a condemnation notice
- I/we certify that I/we am/are willing to commit to credit counseling if it is determined that my/our financial hardship is related to excessive debt.
- I/we certify that I/we am/are willing to provide all requested documents and to respond to all Servicer communication in a timely manner. I/we understand that time is of the essence
- I/we understand that the Servicer will use this information to evaluate my/our eligibility for a loan modification or other workout, but the Servicer is not obligated to offer me/us assistance based solely on the representations in this affidavit.
- I/we authorize and consent to Servicer disclosing to the U.S. Department of Treasury or other government agency, Fannie Mae and/or Freddie Mac any information provided by me/us or retained by Servicer in connection with the Home Affordable Modification Program.

Debi Rendon

Borrower Signature

9/29/09
Date

Debi Rendon *9-29-09*
Co-Borrower Signature Date

...representations in Section 1 continue to be true in all material respects, the Lender will send me a Modification Agreement for my signature which will modify my Loan Documents as necessary to reflect this new payment amount and waive any unpaid late charges accrued to date. The Modification Agreement will provide that, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the loan. Upon execution of a Modification Agreement by the Lender and me, this Plan shall terminate and the Loan Documents, as modified by the Modification Agreement, shall govern the terms between the Lender and me for the remaining term of the loan.

4 **Additional Agreements.** I agree to the following:

- A That, unless a borrower or co-borrower is deceased, all persons who signed the Loan Documents have signed this Plan.
- B To comply, except to the extent that they are modified by this Plan, with all covenants, agreements, and requirements of Loan Documents, including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my loan.
- C That this Plan constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- D That all terms and provisions of the Loan Documents remain in full force and effect; nothing in this Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents. The Lender and I will be bound by, and will comply with, all of the terms and provisions of the Loan Documents.
- E Notwithstanding anything herein to the contrary, if my final two trial period payments are received by Wells Fargo Home Mortgage after the close of business on the 15th calendar day of the last month of the Trial Period but before the end of the Trial Period, I agree that the Trial Period shall be extended by one calendar month (the "Additional Trial Period"). I agree to abide by all terms and provisions of this Trial Period during the additional Trial Period. In addition, I agree to make a Trial Period Payment in the amount of \$1,127.06 no more than 30 days after the last due date listed in the chart in Section 2 above.

In Witness Whereof, the Lender and I have executed this Plan:

Wells Fargo Home Mortgage
Lender

By [Signature]
9.29.09
Date

Duke Renslow
Borrower
Date: 9/29/09
Lina Renslow
Borrower
Date: 9.29.09

(Seal)
L. BARKER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 07-3559-2 - Expires February 2, 2011

(Seal)
L. BARKER
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 07-3559-2 - Expires February 2, 2011

CV10-03382 DC-9500021312-037
DUKE & TINA RENSLAW VS. WELLS 4 Pages
District Court 11/09/2010 02:58 PM
Washoe County \$3550
Washoe County
572

Exhibit 3

Exhibit 3



National Default Servicing Corporation

7720 N. 16th Street, Suite 300

Phoenix, Arizona 85020

Phone (602) 264-6101

Fax (602) 264-6209

October 20, 2010

**DUKE RENSLOW
10200 SHENANDOAH DRIVE
RENO NV 89506**

WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT.

HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

Re: Full Reinstatement

**Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc.
Loan Number: 0023559321
Mortgagor: DUKE RENSLOW, TINA RENSLOW
Property Address: 10200 SHENANDOAH DRIVE, RENO NV 89506
NDSC File Number: 10-42969-WFR-NV
Next Payment Due Date: January 1, 2010**

This letter responds to your request for a reinstatement amount of the above delinquent loan.

As of the date of this letter, the amount required to cure your loan delinquency is referenced on the attached itemized statement. However, if you are not prepared to tender the full reinstatement amount today, then the amount that you owe may increase between the date of this letter and the date you reinstate the loan. The reinstatement amount may increase because of additional interest and late charges as well as legal fees and costs that are incurred as additional steps in the foreclosure proceed.

This reinstatement quote is good through the date shown on the statement, which is the "“Good Through Date”". If you reinstate this loan in full by the "“Good Through Date”", we estimate the reinstatement amount to be as shown on the itemized statement.

The reinstatement figures listed on the itemized statement include items that have been paid by the lender or servicer or incurred by National Default Servicing Corporation that are currently due or will become due by the "“Good Through Date”". In constructing this reinstatement, we have included anticipated additional fees and costs in order to provide you with an estimated reinstatement after the date of this letter. These anticipated fees and costs represent an estimate as to what our actual fees and costs will be if you reinstate your loan no later than the "“Good Through Date”". Please understand that the above figures are subject to final verification upon receipt by the lender or servicer. All fees and costs incurred after the issuance of this reinstatement letter will continue to be assessed until the loan delinquency is cured.

000023

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix AZ 85020
TIN No.: 86-0813496
(602) 264-6101 Fax (602) 264-6209

Reinstatement Quote

Printed on: 10/20/2010

Wells Fargo Bank, N.A. fka Wells Fargo Home
Mortgage Inc., f/k/a/ Norwest Mortgage Inc.
3476 Stateview Blvd
MAC # X7801-013
Ft. Mill, SC 29715

RE: DUKE RENSLOW
10200 SHENANDOAH DRIVE
RENO, NV 89506

Delinquent Date: 01/01/2010
Quote good Through: 11/02/2010

File #: 10-42969-WFR-NV
Mortgage Co#: 0023559321

Trustee Fee	\$540.00
Late Charge Balance	\$220.05
Title Fee	\$761.25
Recording Fee	\$180.00
Mailing Fee	\$150.00
Pub Fee	\$800.00
Post Fee	\$205.00
Mediation Fee	\$500.00
Corporate Advances	\$295.00
P&I + Escrow for 01/01/10	\$1,708.83
P&I + Escrow for 02/01/10	\$1,708.83
P&I + Escrow for 03/01/10	\$1,708.83
P&I + Escrow for 04/01/10	\$1,708.83
P&I + Escrow for 05/01/10	\$1,708.83
P&I + Escrow for 06/01/10	\$1,708.83
P&I + Escrow for 07/01/10	\$1,708.83
P&I + Escrow for 08/01/10	\$1,708.83
P&I + Escrow for 09/01/10	\$1,708.83
P&I + Escrow for 10/01/10	\$1,708.83
P&I + Escrow for 11/01/10	\$1,710.65

Quote good Through: 11/02/2010

Total Due: \$22,450.25

* **IMPORTANT:** Some of the fees and costs listed above may not actually be incurred, if you reinstate on the date of this letter or if events we anticipate will happen do not occur. We only require that you pay the fees and costs actually incurred as of the date of your payment. If for whatever reason your payment includes any anticipated fee or cost or other item but the actual amount due on the date of payment is less, any excess amount will be promptly returned to you. If your payment is less than the total reinstatement amount due on the date of your payment, the lender or servicer reserves the right to reject your payment and continue with the legal process.

WE SUGGEST THAT YOU CONTACT NATIONAL DEFAULT SERVICING CORPORATION AT THE ADDRESS OR TELEPHONE NUMBER ON THIS LETTER TO VERIFY THE EXACT AMOUNT NECESSARY TO CURE YOUR DELINQUENCY AND REINSTATE YOUR LOAN NO MORE THAN 24 HOURS BEFORE YOU MAKE ANY PAYMENT.

PAYMENT INSTRUCTIONS. Payment must be submitted in the form of a certified cashier's check(s) and/or money order(s) and must be made payable to **"Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc., f/k/a/ Norwest Mortgage Inc."**. Funds must be sent to the attorney/trustee office listed on this letter. The reinstatement funds will be returned if any portion of the funds is in the form of a personal check. Please be advised that the foreclosure action will continue until the total reinstatement funds are received in compliance with the terms in this letter. After reinstatement, you may be required to sign appropriate documents and take other requested action to assist in obtaining a withdrawal of the foreclosure.

PLEASE CAREFULLY READ THE FOLLOWING INFORMATION CONCERNING THE FORECLOSURE.

PLEASE NOTE: If there is a foreclosure sale date scheduled for your property, this letter **DOES NOT** extend or change that foreclosure sale date. Therefore, if the "Good Through Date" for the reinstatement stated in this letter continues past the scheduled foreclosure sale date, the foreclosure sale will nonetheless occur unless the loan is reinstated or paid off **PRIOR TO** the foreclosure sale as required by applicable law.

You should verify the loan number, the name(s) of the Mortgagor(s), the property address and the amounts due and owing to ensure that these items are correct. Should you have any questions regarding the above, please do not hesitate to contact the attorney or foreclosure trustee at the telephone number listed in this letter.

Thank You,
Client Services

This transmittal and attachments are a confidential and privileged communication between National Default Servicing Corporation and the above intended recipient(s). If the reader of this communication is not the intended recipient or an employee or agent responsible to give this to the intended recipient, you are hereby notified that the reading, dissemination, distribution, copying or other use of this communication is strictly prohibited. If you have received this communication in error, please immediately notify National Default Servicing Corporation by telephone and destroy this communication. Please be advised that this firm is attempting to collect a debt and any information obtained, may be used for that purpose.

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

2 WELLS FARGO BANK,

3 Appellant,

4 vs.

5 DUKE RENSLOW and TINA
6 RENSLOW,

7 Respondents.

SUPREME COURT NO. 58283

District Court Case No. CV10-03382

Electronically Filed
Oct 03 2011 05:03 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

8
9
10 **APPEAL**

11 **from the Second Judicial District Court**

12 **The Honorable Patrick Flanagan, District Judge**

13 **District Court Case No. CV10-03382**

14 **APPELLANTS' APPENDIX VOLUME I**

15
16 CYNTHIA L. ALEXANDER

17 Nevada Bar No. 6718

18 KELLY H. DOVE

19 Nevada Bar No. 10569

20 SNELL & WILMER LLP

21 3883 Howard Hughes Parkway, Suite 1100

22 Las Vegas, NV 89169

23 Telephone: (702) 784-5200

24 Facsimile: (702) 784-5252

25 Email: calexander@swlaw.com

26 kdove@swlaw.com

27 *Attorneys for Appellants*

Description	Numbered	Volume
Amended Certificate of Service (Findings of Fact, Conclusions of Law and Order), filed 2/09/11	139	I
Court Minutes for 1/28/11 (Petitioner's Exhibit 1 Admitted), filed 2/08/11	137 - 138	I
Court Minutes for 3/17/11 (Petitioner's Exhibits 1 through 10 Admitted), filed 4/18/11	292-293	II
Findings of Fact, Conclusions of Law and Order, filed 2/02/11	135 - 136	I
Notice of Appeal, filed 4/26/11	294 - 327	II
Notice of Entry of Findings of Fact, Conclusions of Law and Order, filed 2/11/10	140 - 144	I
Notice of Entry of Order filed 03/30/11	261 - 291	II
Order filed 3/29/10	233 - 260	II
Order for Judicial Review, filed 11/12/10	26 - 28	I
Petition for Judicial Review, filed 11/09/10	1 - 25	I
Reply To Response to Petition for Judicial Review, filed 12/15/10	35 - 50	I
Response to Order to Show Cause Why Sanctions Should Not Be Imposed, filed 12/10/10	29 - 34	I
Supplement to Documentation Presented to Court in Support of Petition for Judicial Review, filed 1/31/11	72 - 134	I
Transcript re: Foreclosure Mediation Evidentiary Hearing (Held 3/17/11)	145 - 232	I
Transcript re: Foreclosure Mediation Order to Show Cause (Held 1/28/11)	51 - 71	I

CERTIFICATE OF SERVICE

As an employee of Snell & Wilmer L.L.P., and I certify that I served a copy of the foregoing **APPELLANTS' APPENDIX VOLUME I** on the 3rd day of October, 2011, via electronic service through the Nevada Supreme Court Electronic Filing System upon each party in the case who is registered as an electronic case filing user and via U.S. First Class Mail, as follows:

Carole M. Pope, Esq.
The Law Offices of Carole M. Pope
301 Flint Street
Reno, NV 89501

Attorneys for Respondents

/s/ Brandy L. Sanderson
An Employee of Snell & Wilmer L.L.P.