

# Exhibit “3”

  
CLERK OF THE COURT

1 **NEO**  
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9 Attorneys for Plaintiff/Counterdefendant NEW YORK COMMUNITY BANK

10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 NEW YORK COMMUNITY BANK,  
13 Plaintiff,

14 v.

15 SHADOW WOOD HOMEOWNERS'  
16 ASSOCIATION, INC.; GOGO WAY TRUST;  
17 and DOES 1 through 20, inclusive,  
18 Defendants.

19 GOGO WAY TRUST,

20 Counterclaimant,

21 v.

22 NEW YORK COMMUNITY BANCORP,  
23 INC.; DOE Individuals I through X; and ROE  
24 Corporations XI through XX,  
25 Counterdefendants.

Case No.: A-12-660328-C  
Dept. No.: XV

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW, AND  
ORDER GRANTING PLAINTIFF'S  
MOTION FOR SUMMARY  
JUDGMENT**

26 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**  
27 **ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

28 PLEASE TAKE NOTICE that a Findings of Fact, Conclusions of Law, and Order Granting  
Plaintiff's Motion for Summary Judgment was entered in the above-entitled matter on the 10<sup>th</sup> day  
of April, 2013.

1 A true and correct copy of said Findings of Fact, Conclusions of Law, and Order Granting  
2 Plaintiff's Motion for Summary Judgment is attached hereto as Exhibit 1.

3 DATED this 16<sup>th</sup> day of April, 2013.

4 PITE DUNCAN, LLP

5  
6 GREGG A. HUBLEY

7 Attorneys for Plaintiff/Counterdefendant NEW  
8 YORK COMMUNITY BANK  
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1 New York Community Bank v. Shadow Wood, et al.  
2 District Court Clark County, Nevada  
3 Case No.: A-12-660328-C

4 DECLARATION OF SERVICE

5 I, the undersigned, declare: I am, and was at the time of service of the papers herein referred  
6 to, over the age of 18 years, and not a party to this action. My business address is 701 East Bridger  
7 Avenue, Suite 700, Las Vegas, Nevada 89101.

8 On April 16, 2013, I served the following document(s):

9 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND**  
10 **ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

11 on the parties in this action addressed as follows:

12 **Huong X. Lam, Esq.**  
13 **ALESSI & KOENIG, LLC**  
14 9500 West Flamingo Road, Suite 205  
15 Las Vegas, Nevada 89147  
16 *Attorneys for Defendants Shadow Wood Homeowners'*  
17 *Association, Inc. and Gogo Way Trust*

18 **X**

19 **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above. I am  
20 readily familiar with the firm's practice of collection and processing correspondence for  
21 mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course  
22 of business. I am aware that on motion of party served, service is presumed invalid if postal  
23 cancellation date or postage meter date is more than one day after date of deposit for mailing  
24 in affidavit.

25 **BY CERTIFIED MAIL:** I placed a true copy in a sealed envelope addressed as indicated  
26 above via certified mail, return receipt requested.

27 **BY FACSIMILE:** I personally sent to the addressee's facsimile number a true copy of the  
28 above-described document(s). I verified transmission with a confirmation printed out by the  
facsimile machine used. Thereafter, I placed a true copy in a sealed envelope addressed and  
mailed as indicated above.

**BY FEDERAL EXPRESS:** I placed a true copy in a sealed Federal Express envelope  
addressed as indicated above. I am familiar with the firm's practice of collection and  
processing correspondence for Federal Express delivery and that the documents served are  
deposited with Federal Express this date for overnight delivery.


I declare under penalty of perjury under the laws of the State of Nevada that the foregoing  
is true and correct.

Executed this 16<sup>th</sup> day of April 2013, at Las Vegas, Nevada.

  
NICOLE L. SCHLANDERER

**EXHIBIT 1**

**EXHIBIT 1**



CLERK OF THE COURT

1 **FFCL**  
2 **GREGG A. HUBLEY** (NV Bar #007386)  
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9 Attorneys for Plaintiff/Counterdefendant NEW YORK COMMUNITY BANK

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 **NEW YORK COMMUNITY BANK,**

13 **Plaintiff,**

14 **v.**

15 **SHADOW WOOD HOMEOWNERS'**  
16 **ASSOCIATION, INC.; GOGO WAY TRUST;**  
17 **and DOES 1 through 20, inclusive,**

18 **Defendants.**

Case No.: A-12-660328-C  
Dept. No.: XV

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW, AND ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT**

Date of Hearing: March 13, 2013  
Time of Hearing: 9:00 a.m.

19 **GOGO WAY TRUST,**

20 **Counterclaimant,**

21 **v.**

22 **NEW YORK COMMUNITY BANCORP,**  
23 **INC.; DOE Individuals I through X; and ROE**  
24 **Corporations XI through XX,**

25 **Counterdefendants.**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER GRANTING  
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

26 This matter having come before the Court on March 13, 2013, for the hearing on the Motion  
27 for Summary Judgment filed by Plaintiff NEW YORK COMMUNITY BANK (hereinafter,  
28 "NYCB'S Motion"), by and through its counsel of record, Gregg A. Hubley, Esq., of PITE

<input type="checkbox"/> Voluntary Dis	<input type="checkbox"/> Settle Dis	<input checked="" type="checkbox"/> Sum Judgment
<input type="checkbox"/> Involuntary (forced) Dis	<input type="checkbox"/> Settle Judgment	<input type="checkbox"/> Merit Judgment
<input type="checkbox"/> Judgment on Auto Record	<input type="checkbox"/> Default Judgment	<input type="checkbox"/> Jury Trial
<input type="checkbox"/> Judgment on Dis (by court)	<input type="checkbox"/> Transferred	<input type="checkbox"/> Final Dispositions
		<input type="checkbox"/> Time Limit Expires
		<input type="checkbox"/> Dismissed (with or without prejudice)
		<input type="checkbox"/> Judgment Satisfied/Paid in full

1 DUNCAN, LLP, on February 8, 2013, and the Motion for Summary Judgment filed by Defendants,  
2 SHADOW WOOD HOMEOWNERS' ASSOCIATION, INC. and GOGO WAY TRUST  
3 (hereinafter, "Defendants' Motion"), by and through Defendants' counsel of record, ALESSI &  
4 KOENIG, LLC, on February 8, 2013; Plaintiff appearing at the March 13, 2013, hearing through its  
5 counsel, Gregg A. Hubley, Esq., and Defendants appearing by and through their counsel, Huong  
6 Lam, Esq.; the Court being having reviewed the pleadings filed, the moving papers, and being fully  
7 advised in the premises, and with good cause appearing therefor, hereby GRANTS Plaintiff's Motion  
8 for Summary Judgment, and DENIES Defendants' Motion for Summary Judgment, based upon the  
9 following Findings of Fact and Conclusions of Law.

10 I.

11 FINDINGS OF FACT

12 1. The real property at issue in these proceedings is located at 3923 Gogo Way, #109,  
13 Las Vegas, Nevada, 89103, Assessor's Parcel Number 162-18-613-029 ("Subject Property").

14 2. Prior to Plaintiff NYCB's foreclosure sale, the Subject Property was owned by non-  
15 party, Virginia V. Fedel, who had executed a Promissory Note secured by a Deed of Trust, which  
16 was recorded on April 27, 2007, in the Official Records of Clark County, Nevada, as Instrument No.  
17 20070427-0004835.

18 3. Virginia V. Fedel defaulted on the terms of the Promissory Note and Deed of Trust  
19 referenced in Paragraph 2, above, by failing to make the payments required. Virginia V. Fedel also  
20 failed to pay the monthly assessments as set forth in the CC&Rs recorded by Defendant SHADOW  
21 WOOD HOMEOWNERS' ASSOCIATION.

22 4. The beneficial interest in the Deed of Trust executed by Virginia V. Fedel was  
23 assigned to Plaintiff NYCB, and the Assignment was recorded in the Official Records of Clark  
24 County, Nevada, as Instrument No. 20100707-0003641, on July 7, 2010.

25 5. On June 1, 2010, a Notice of Breach and Default and of Election to Cause Sale of  
26 Real Property Under Deed of Trust ("NYCB NOD") was recorded on June 1, 2010, in the Official  
27 Records of Clark County, Nevada, as Instrument No. 20100602-0003706. On March 8, 2011, the  
28 Nevada Foreclosure Mediation Program issued a Certificate of Completion authorizing Plaintiff

1 NYCB to proceed with foreclosure, which was recorded on April 13, 2011, in the Official Records  
2 of Clark County, Nevada, as Instrument No. 20110413-0002248.

3 6. On May 9, 2011, Plaintiff NYCB purchased the Subject Property at a Trustee's Sale  
4 ("NYCB's Foreclosure Sale") for \$45,900.00, and a Trustee's Deed Upon Sale was recorded in the  
5 Official Records of Clark County, Nevada, as Instrument No. 20110524-0003017 ("NYCB's TDUS).

6 7. The Subject Property is located within a condominium association which has  
7 significant common area expenses, and the Subject Property is governed by SHADOW WOOD  
8 HOMEOWNERS' ASSOCIATION, INC.'s ("Shadow Wood"), Declaration of Covenants,  
9 Conditions and Restrictions for Shadow Wood Condominiums ("CC&Rs"). Shadow Wood issues  
10 monthly assessments against all units pursuant to the CC&Rs.

11 8. The monthly assessments relative to the Subject Property had a delinquent balance  
12 since 2008, as, prior to NYCB's Foreclosure Sale, Virginia V. Fedel failed to pay all of the monthly  
13 assessments.

14 9. Although the monthly assessments were delinquent, Shadow Wood and/or its agents  
15 had accepted partial payments from Virginia V. Fedel, and did not hold a foreclosure sale to collect  
16 the unpaid/delinquent balance until after NYCB's Foreclosure Sale.

17 10. On June 29, 2011, Shadow Wood and/or its agents executed a Notice of Delinquent  
18 Lien ("Notice of Lien") which was recorded in the Official Records of Clark County, Nevada, on  
19 July 7, 2011, as Instrument No. 20110707-0002436. The Notice of Lien indicated that Shadow  
20 Wood had a lien against the Subject Property in the amount of \$8,238.87, consisting of collection  
21 and/or attorney fees, assessments, interest, late fees, service charges, and collection costs.

22 11. On August 29, 2011, Shadow Wood and/or its agents executed a Notice of Default  
23 and Election to Sell under Homeowners Association Lien ("HOA NOD"), which was recorded in  
24 the Official Records of Clark County, Nevada, on October 13, 2011, as Instrument No. 20111013-  
25 0001665. The HOA NOD indicated that the amount due as of August 29, 2011, was \$6,608.34.

26 12. On November 2, 2011, and December 2, 2011, NYCB's representative contacted  
27 Shadow Wood's agent, Alessi & Koenig, in writing, requesting a detailed statement identifying the  
28 amount of the lien payoff requested by Shadow Wood. Shadow Wood's agent sent a response to the



1 payoff demand to another employee of Shadow Wood's agent, apparently in error, and NYCB did  
2 not receive this response.

3 13. NYCB's representative contacted Ticor Title of Nevada, Inc., the escrow agent for  
4 NYCB's Foreclosure Sale, on December 12, 2011, requesting assistance with its attempts to  
5 communicate with Shadow Wood's agents and obtain a payoff statement. On December 28, 2011,  
6 Ticor Title of Nevada, Inc., sent an escrow demand to Shadow Wood's management company, MP  
7 Association Management. On December 28, 2011, Gerald Marks, the owner of MP Association  
8 Management completed, signed and returned the Demand Form to Ticor Title of Nevada, Inc. The  
9 executed Demand Form stated that the monthly dues on the Subject Property had been paid to 11-31-  
10 11, that the next payment was due on 12-1-11, that there was a delinquent amount of \$328.94, that  
11 the account had not been sent to a collection agency, and that no liens had been filed against the  
12 Subject Property.

13 14. On January 18, 2012, Defendant Shadow Wood and/or its agents executed a Notice  
14 of Trustee's Sale ("HOA NOS"), scheduling the HOA Trustee's Sale for February 22, 2012. The  
15 HOA NOS was recorded on January 27, 2012, in the Official Records of Clark County, Nevada, as  
16 Instrument NO. 20120127-0002208. The HOA NOS stated that an unpaid balance existed in the  
17 amount of \$8,539.77.

18 15. On January 23, 2012, NYCB received a ledger of past due amounts from Shadow  
19 Wood's agent, Alessi & Koenig, which listed an outstanding balance of \$6,445.54, which was good  
20 through February 1, 2012.

21 16. On January 31, 2012, NYCB sent a check to Shadow Wood's agent, Alessi & Koenig,  
22 in the amount of \$6,783.16, as payment for the balance reflected on the January 23, 2012, ledger and  
23 payment of future assessments through April 1, 2012.

24 17. Shadow Wood's agent, Alessi & Koenig, received NYCB's payment of \$6,783.16.  
25 Shadow Wood's agent, Alessi & Koenig, rejected the payment of \$6,783.16, and advised NYCB on  
26 February 8, 2012, that the outstanding balance now totaled \$9,017.39.

27 /././

28

1        18.     At the time that Shadow Wood recorded and served the Notice of Lien, the regular  
2 monthly assessment applicable to the Subject Property was \$168.81 per month. For the period of  
3 nine (9) months preceding the Notice of Lien, nine (9) regular monthly assessments applicable to the  
4 Subject Property totaled \$1,519.29.<sup>1</sup>

5        19.     On February 22, 2012, Shadow Wood's agent, Alessi & Koenig, sold the Subject  
6 Property to Defendant Gogo Way Trust at the HOA Trustee Sale for \$11,018.39. On March 1, 2012,  
7 a Trustee's Deed Upon Sale was recorded in the Official Records of Clark County, Nevada, as  
8 Instrument No. 20120301-0004775 ("HOA TDUS").

9        20.     Shadow Wood's Notice of Lien and all of its HOA foreclosure efforts in relation to  
10 the Subject Property were based upon the alleged failure of the unit owner to pay the monthly  
11 assessments of the HOA, coupled with the collection costs and attorney's fees allegedly incurred in  
12 the foreclosure. Shadow Wood has not claimed that its lien on the Subject Property was related to  
13 nuisance abatement costs incurred by Shadow Wood (NRS 116.310312), and has not claimed that  
14 its foreclosure on the Subject Property related to fines or penalties related to a violation that posed  
15 an imminent threat of harm to other unit owners or residents (NRS 116.31162(4)(a)) or a penalty for  
16 failure to adhere to a construction schedule for the completion of an improvement (NRS  
17 116.31162(4)(b)).

18        21.     Shadow Wood's agent, MP Association Management, documented the receipt of  
19 \$3,442.39 from the HOA Trustee Sale on March 22, 2012. Shadow Wood's agent, MP Association  
20 Management, documented a "Bad Debt Write Off," also on March 22, 2012, in the amount of  
21 \$3,013.15, bringing the purported HOA dues owed on the Subject Property current.

22        22.     On April 18, 2012, NYCB filed its Verified Complaint for Quiet Title and  
23 Declaratory Relief. On October 5, 2012, pursuant to a Stipulation and Order filed September 17,  
24 2012, NYCB filed its First Amended Complaint for Quiet Title and Declaratory Relief. On October  
25 30, 2012, Defendants filed an Answer to the First Amended Complaint and Defendant Gogo Way  
26 asserted a Counterclaim for Quiet Title and Declaratory Relief against NYCB.

27 \_\_\_\_\_  
28 <sup>1</sup>        \$168.81 X 9 months (September, 2010, through May, 2011) = \$1,519.29.

23. Any Findings of Fact which should be construed as Conclusions of Law shall be deemed as such, and any Conclusions of Law which should be construed as Findings of Fact shall be deemed as such.

## II.

### CONCLUSIONS OF LAW

1. Summary Judgment is appropriate if the “...pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” NRCP 56(c). The determination of materiality depends upon the underlying substantive law, and includes only those factual issues that could change the ultimate outcome of the case. Wood v. Safeway, 121 Nev. 724, 730, 121 P.3d 1026 (2005). The Court must consider all properly asserted facts and evidence in a light most favorable to the nonmoving party, but the nonmoving party must show that there is more than just a “metaphysical doubt” as to the operative facts to avoid summary judgment, and must, by affidavit or otherwise, set forth specific facts that demonstrate the existence of genuine issues for trial. Wood v. Safeway, 121 Nev. 724, 732.

2. "[W]hen a senior lienholder forecloses and sells property to a person other than the junior lienholder, the junior lienholder is 'sold-out' and can institute proceedings to collect the debt without attempting to fruitlessly proceed against the property." McDonald, v. D.P. Alexander & Las Vegas Boulevard, LLC, 121 Nev. 812, 818, 123 P.3d 748 (2005). Any amount allegedly owed by Virginia V. Fedel to Shadow Wood or its agents prior to NYCB's Foreclosure Sale was sold out, with the exception of those identified in NRS 116.3116 and NRS 116.310312, and Shadow Wood or its agents could have instituted proceedings against Virginia V. Fedel to recover the amount(s) claimed.

3. Shadow Wood cannot foreclose on a lien by sale when that lien is based upon a fine or penalty for violating the governing documents of the association unless the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents, or the penalty is imposed for a failure to adhere to a schedule required pursuant to NRS 116.310305. NRS 116.31162(4).

1.       4.       Shadow Wood's lien was entitled to super priority status in this matter only to the  
2 extent of "...the assessments for common expenses based on the periodic budget adopted by the  
3 association .... which would have become due in the absence of acceleration during the 9 months  
4 immediately preceding institution of an action to enforce the lien[.]" NRS 116.3116(2).

5       5.       Although not precedential, the State of Nevada Department of Business and Industry,  
6 Real Estate Division ("Real Estate Division") published an Advisory Opinion on December 12,  
7 2012, setting forth that costs of collection cannot properly be included in an HOA's super-priority  
8 lien, and stating that "...liens for fines and penalties may not be foreclosed unless they satisfy the  
9 requirements of NRS 116.3116(4)." The Real Estate Division further suggests that it is  
10 unreasonable to expect that fines, which generally cannot be used as the basis for foreclosure, survive  
11 a foreclosure of the first security interest.

12       6.       The Nevada Supreme Court has held that "...the responsibility for determining which  
13 fees may be charged, the maximum amount of such fees, and whether they maintain a priority, rests  
14 with the Real Estate Division and the CCICCH." Dep't. of Bus. & Indus. v. Nev. Ass'n Servs., Inc.,  
15 128 Nev. Adv. Op. 34, at \*4 (2012).

16       7.       Plaintiff NYCB is entitled to summary judgment as a matter of law on the declaratory  
17 relief claim and claim for quiet title, quieting title in favor of Plaintiff NYCB and against Gogo Way  
18 Trust immediately. Pursuant to this Court's equitable powers, the HOA TDUS recorded March 1,  
19 2012, is hereby immediately set aside, invalidated and rescinded, and the Court declares that  
20 NYCB's TDUS, recorded on May 9, 2011, is superior to and not subject to any interest held or  
21 claimed by Gogo Way Trust.

22       8.       The HOA foreclosure sale (February 22, 2012) was based at least in part upon  
23 collection costs, attorney's fees, and other fees that predated NYCB's Foreclosure Sale (May 9,  
24 2011) and had been wiped out. Nine (9) months of regular monthly assessments applicable to the  
25 Subject Property from the time of the Notice of Lien totaled \$1,519.29.

26       8.       The undisputed facts demonstrate that Shadow Wood and/or its agents supplied  
27 several lien payoff figures to NYCB that differed significantly. Shadow Wood has conceded by  
28 Affidavit that it or its agents made at least one "mistake" in providing payoff figures which

1 overstated the amount of its lien. Shadow Wood's agent has further admitted that at least one of the  
2 payoff demands was not sent to NYCB, but was instead mistakenly sent to another employee of  
3 Shadow Wood's agent. Shadow Wood's other agent, MP Association Management, advised in  
4 writing less than two months before the HOA Trustee Sale that the monthly assessments on the  
5 Subject Property had been paid to the end of November, 2011, the next payment was due on  
6 December 1, 2011, and that the amount in delinquency relative to the Subject Property was only  
7 \$328.94.

8         9. NYCB attempted in good faith to pay off the lien asserted by Shadow Wood and/or  
9 its agents, sending payment of \$6,783.16 on January 31, 2012, after having received a ledger of past  
10 due amounts from Shadow Wood's agent on January 23, 2012, asserting an outstanding balance of  
11 \$6,445.54. Shadow Wood and/or its agents rejected the payment and sent it back to NYCB.  
12 NYCB's efforts to pay off the lien asserted by Shadow Wood and/or its agents were frustrated by  
13 the unreasonable and oppressive actions of Shadow Wood and/or its agents.

14         10. Shadow Wood's agent, MP Association Management, provided documents that  
15 demonstrate that Shadow Wood ultimately received the sum of \$3,442.39 from the HOA Trustee  
16 Sale, and wrote off \$3,013.15 as a bad debt. NYCB's payment of \$6,783.16 more than satisfied the  
17 nine (9) months of assessments (\$1,519.29) on which Shadow Wood could have legitimately based  
18 a super-priority lien, and would have netted Shadow Wood more than it ultimately collected. The  
19 Court believes, based upon the papers and pleadings submitted, as well as oral argument at the  
20 hearing of this matter, that Shadow Wood and/or its agents were attempting to profit off of the  
21 subject HOA foreclosure by including exorbitant fees and costs that could not be used as the basis  
22 for an HOA foreclosure sale in this matter.

23         11. Defendant Gogo Way Trust was not a bona fide purchaser at the subject HOA  
24 foreclosure sale, and is not entitled to the protections of NRS 645F.440.

25         12. The HOA TDUS recorded by Shadow Wood and/or its agents is not conclusive proof  
26 that Shadow Wood "...satisfied all the foreclosure requirements," as Defendants contend.

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III.

ORDER

Good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion for Summary Judgment is GRANTED in its entirety.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, based upon the Court's equitable powers, the HOA Foreclosure Sale of February 22, 2012, to Gogo Way Trust was not legitimate and is set aside, and the HOA TDUS recorded on March 1, 2012, in favor of Gogo Way Trust is rescinded. NYCB is entitled to immediate possession of the Subject Property, and title is to be restored to NYCB immediately and shall be *ex post facto* to February 22, 2012.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Gogo Way Trust was not a bona fide purchaser at the March 1, 2012, HOA foreclosure sale.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff is to pay Shadow Wood the amount that it was rightly due for its super-priority lien under NRS 116.3116(2), based upon the Shadow Wood Notice of Lien, in the total amount of \$1,519.29.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants' Motion for Summary Judgment is DENIED in its entirety.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the trial setting previously entered in this matter is vacated, and any pending Motions are denied as moot.

IT IS SO ORDERED this 8th day of April, 2013.

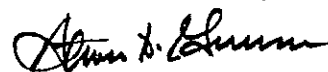
WZ  
DISTRICT COURT JUDGE Abbi Silver

Respectfully Submitted by:

PITE DUNCAN LLP

GREGG A. HUBLEY (NV Bar #007386)  
Attorneys for Plaintiff/Counterdefendant NEW  
YORK COMMUNITY BANK

# Exhibit “2”



CLERK OF THE COURT

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Ryan Kerbow, Esq.

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Fax: (702) 254-9044

Email: huong@alessikoenig.com

*Attorneys for Defendants/Counter Claimants*

*Shadow Wood Homeowners' Association, Inc.;*

*Gogo Way Trust*

DISTRICT COURT

CLARK COUNTY, NEVADA

NEW YORK COMMUNITY BANCORP,  
INC.,

Plaintiff(s),

- VS -

SHADOW WOOD HOMEOWNERS',  
ASSOCIATION, INC., GOGO WAY TRUST;  
and DOES 1 through 20, inclusive,

Defendant(s).

GOGO WAY TRUST,

Counter Claimant,

vs.

NEW YORK COMMUNITY BANCORP,  
INC.; DOE Individuals I though X and ROE  
Corporations XI through XX

Counter Defendant

Case No.: A-12-660328-C

Dept. No.: XV

ANSWER AND COUNTER  
CLAIM

Arbitration Exemption Claimed:

1) Declaratory Relief

2) Concerns Title to Real Property



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ANSWER

1. Defendants SHADOW WOOD HOMEOWNERS' ASSOCIATION, INC., a Nevada non-profit corporation and GOGO WAY TRUST (hereinafter, "Defendants") hereby answer and defend the allegations of NEW YORK COMMUNITY BANCORP, INC. (hereinafter "Plaintiff"), as follows:

2. As to the allegations contained in paragraphs 10, 11, 12, 13, 14, 15, 17, 20, 21, 22, and 25, Defendants are without sufficient information to admit or deny and therefore deny said allegations.

3. As to the allegations contained in paragraphs 4, 6, 16, 18, 23, and 39 Defendants admit the allegations contained therein.

4. As to the allegations contained in paragraph 3, 8, 19, 24, 26, 27, 28, 30, 31, 32, 33, 34, 35, and 38, Defendants deny the allegations contained therein.

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AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint fails to state a claim or claims against Defendant upon which relief may be granted.

2. Subject to discovery, Plaintiff's claims are barred by laches and/or statute of limitations.

3. Subject to discovery, Plaintiff's claims are barred because of waiver, acquiescence and/or estoppel.

4. Whatever injuries and damages Plaintiff incurred were proximately caused in whole or in part or were contributed to by reason of Plaintiff's own negligence.

5. By reason of its own acts, Plaintiff has released and discharged these answering Defendants from the alleged claims in the Complaint.

1 6. Any damages that Plaintiff may have sustained by reasons of the allegations of its  
2 complaint were proximately caused by the acts of persons other than these answering defendants,  
3 and therefore, Plaintiff is not entitled to any relief from these answering defendants.

4 7. Plaintiff has failed to do equity toward these answering defendants and therefore is not  
5 entitled to any relief from these answering defendants.  
6

7 8. Plaintiff failed to properly mitigate damages, if any.

8 9. Defendants reserve the right to amend their affirmative defenses to assert new and  
9 additional affirmative defenses at a later date.

10 WHEREFORE, Defendants pray for relief as follows:

- 11 1. That Plaintiff take nothing by way of its Complaint;  
12 2. That the Complaint be dismissed with prejudice and Defendants dismissed from the  
13 action;  
14 3. For an award of attorney's fees and costs of suit;  
15 4. For such other and further relief as the Court may deem just and proper.  
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20 **CROSS COMPLAINT**

21 COMES NOW, Plaintiff Gogo Way Trust, by and through its attorneys of record, Alessi  
22 & Koenig, LLC, and hereby files this Complaint against New York Community Bank  
23 (hereinafter "NY Community Bank") as follows:  
24

25 **THE PARTIES AND JURISDICTION**

- 26 1. At all times relevant herein, Plaintiff Gogo Way Trust was a trust organized and  
27 authorized to conduct business in the State of Nevada.  
28

- 1 2. Upon information and belief, Defendant NY Community Bank was a national  
2 association authorized to do business in the State of Nevada.
- 3 3. The names given to the Defendants sued herein as Doe Individuals I through X and  
4 Roe Corporations XI through XX, inclusive, are fictitious names. Other parties  
5 unknown to Plaintiff may have caused Plaintiff to incur damages as pled herein or  
6 may have an interest in the Property. Plaintiff prays that if and when the true names  
7 of any said defendants, or any of them, and the nature of their alleged actions and/or  
8 interests are ascertained, that they may be inserted herein by proper amendment.  
9 Plaintiff has no knowledge of the addresses or places of residence of any fictitious  
10 defendants.  
11
- 12 4. Jurisdiction and venue are proper in this Court because this action concerns real  
13 property located in the County of Clark, State of Nevada, and the facts, acts, events  
14 and circumstances herein mentioned, alleged and described occurred in the County of  
15 Clark, State of Nevada.  
16

17 **THE UNDERLYING FORECLOSURE SALE**  
18

- 19 5. Plaintiff hereby repeats, realleges, and incorporates by reference each and every  
20 preceding paragraph and allegation as if fully stated herein.
- 21 6. On or about December 3, 1985, a Declaration of Covenants, Conditions, and  
22 Restrictions ("CC&Rs") for the Shadow Woods Homeowners' Association, Inc. was  
23 recorded in the public records with the Clark County Recorder in Book No. 2226, as  
24 Document No. 2185340.  
25
- 26 7. Section 4.01 of the CC&Rs provides, in pertinent part:  
27  
28 The Purchaser of each Condominium Unit, by acceptance of a deed  
therefor, whether or not it shall be so expressed in such deed, is deemed to  
covenant and agree to pay the Association: (a) annual assessments (to be  
paid in monthly installments), which shall include an adequate reserve

1 fund for the periodic maintenance, repair and replacement of the Common  
2 Area, and (b) special assessments for capital improvements, such  
3 assessments to be established and collected as hereinafter provided. The  
4 annual and special assessments, together with interest, costs and  
5 reasonable attorney's fees, shall be a charge on the Condominium Unit  
6 and shall be a continuing lien upon the Condominium Unit against which  
7 each such assessment is made, and shall be superior to any declaration of  
8 homestead, the lien to become effective upon recordation of notice of  
9 assessment.

8 8. Section 4.06 of the CC&Rs provides, in pertinent part:

9 Each assessment lien may be foreclosed as and in the same manner as the  
10 foreclosure of a mortgage upon real property under the laws of the State of  
11 Nevada, or may be enforced by sale pursuant to Nevada Revised Statutes Chapter  
12 117, and to that end a power of sale is hereby conferred upon the Association.

13 9. On or about May 9, 2011, Defendant NY Community Bank obtained title to certain  
14 real property commonly known as 3923 Gogo Way, Unit 109, Las Vegas, NV 89103,  
15 Assessor's Parcel Number , and legally described as:

16  
17 UNIT ONE HUNDRED NINE (109), AS SHOWN UPON THE MAP  
18 ENTITLED "SILVERADO VILLAS II, A SUBDIVISION FOR  
19 CONDOMINIUM PURPOSES, ON FILE IN THE OFFICE OF THE  
20 COUNTY RECORDER OF CLARK COUNTY, NEVADA, IN BOOK 33  
21 OF PLATS, PAGE 44.

22 (the "Property").

23 10. Pursuant to Nevada Revised Statute Chapter 116, Defendants NY Community Bank  
24 is governed by the requirements and obligations set forth in the CC&Rs and related  
25 governing documents.

26 11. The CC&Rs require owners within the community to pay regular assessments and  
27 comply with the requirements and obligations set forth in CC&Rs and related  
28 governing documents.

- 1 12. Defendant NY Community Bank failed to pay their regular assessments and further  
2 failed to comply with other requirements set forth in the CC&Rs and other related  
3 governing documents.
- 4 13. Nevada Revised Statute ("NRS") 116.3116 *et. seq.* specifically authorizes a  
5 homeowner's association to conduct a foreclosure sale of any lot that has become  
6 delinquent on its assessment payments.
- 7 14. As a result of Defendant NY Community Bank's failure to comply with NRS 116 and  
8 CC&Rs, Alessi & Koenig, LLC (hereinafter "A&K") was retained to foreclose on the  
9 Property pursuant to NRS 116.3116 *et. seq.*
- 10 15. Pursuant to the aforementioned statutory and CC&Rs provisions, A&K, on behalf of  
11 homeowners association, Shadow Wood Homeowners' Association, Inc., foreclosed  
12 on the Property on or about February 22, 2012.
- 13 16. On or about March 1, 2012, a "Trustee's Deed Upon Sale" was recorded against the  
14 Property with the Clark County Recorder in Book 20120301, Instrument No.  
15 0004775.
- 16 17. The grantee (buyer) at the foreclosure sale was Plaintiff Gogo Way Trust. As such,  
17 as of February 22, 2012, Plaintiff became the title owner of the Property.
- 18 18. Plaintiff has been unable to obtain title insurance on the Property and seeks to quiet  
19 title on the Property.

20  
21  
22  
23  
24 **CAUSE OF ACTION**  
25 **(Declaratory Relief and Quiet Title)**

- 26 19. Plaintiff hereby repeats, realleges, and incorporates by reference each and every  
27 preceding paragraph and allegation as if fully stated herein.
- 28 20. Upon information and belief, a justiciable controversy exists between Gogo Way  
Trust and Defendant NY Community Bank in that their interests are adverse.

- 1 21. Defendant NY Community Bank failed to meet their obligations to pay assessments  
2 pursuant to the CC&Rs and NRS 116, et al.
- 3 22. As a result of the default in payment under the CC&Rs and NRS 116, et al., the  
4 Shadow Woods Homeowners' Association, Inc. had a legal right to foreclose on the  
5 Property.
- 6 23. Shadow Woods Homeowners' Association, Inc., through their foreclosing agent  
7 A&K, performed all conditions and requirements pursuant to the CC&Rs and NRS  
8 116, et al., and NRS 107, et al., and properly foreclosed on the Property.
- 9 24. Pursuant to the CC&Rs and applicable law, title vested in Plaintiff Gogo Way Trust  
10 on or about February 22, 2012.
- 11 25. The present question of title in the subject property has abridged the rights of Gogo  
12 Way Trust as Plaintiff is unable to obtain title insurance.
- 13 26. Gogo Way Trust requests a judicial determination that the foreclosure sale on  
14 February 22, 2012, was valid and proper pursuant to the CC&Rs and applicable  
15 Nevada law.
- 16 27. Gogo Way Trust further requests that this Court determine the issues of title herein  
17 and declare title to the Property vested in Gogo Way Trust on or about February 22,  
18 2012.
- 19 28. The claims of the parties are adverse, and Plaintiff has no plain, speedy, or adequate  
20 remedy at law.
- 21 29. Declaratory relief is necessary and appropriate to avoid the multiplicity of claims that  
22 might otherwise ensue; to allow the parties to determine their rights and liabilities  
23 relative to the interests claimed herein; and to obtain a decree setting forth the  
24  
25  
26  
27  
28

respective interests and priorities of persons and entities claiming any right, title, or interest in the Property.

30. It has been necessary for Gogo Way Trust to employ the legal services of Alessi & Koenig, LLC, as duly licensed and practicing attorneys in the State of Nevada to file and litigate this action, and reasonable attorneys' fees should be awarded to Gogo Way Trust, to be paid by NY Community Bank.

## PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment against Defendants and each of them as follows:

1. That the Court declare the homeowners association foreclosure sale valid and proper pursuant to the CC&Rs and applicable Nevada law;
2. That the Court declares title in the Property vest in Gogo Way Trust;
3. For reasonable attorneys' fees;
4. For costs incurred or to be incurred;
5. For such other and further relief as the Court deems just and proper.

DATED this 30th day of October, 2012.

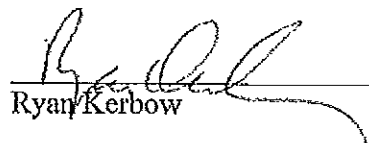
ALESSI &amp; KOENIG, LLC

Ryan Kerbow, Esq.  
Nevada Bar No. 10916  
9500 W. Flamingo Rd., Ste. 205  
Las Vegas, NV 89147  
Phone: (702) 222-4033  
Fax: (702) 222-4043  
huong@allessikoenig.com  
*Attorneys for Plaintiff*

CERTIFICATE OF SERVICE

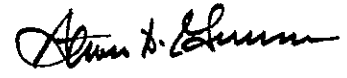
Pursuant to NRCP 5(b) I hereby certify that I am an employee of Alessi & Koenig, LLC  
and that on the 30<sup>th</sup> day of October 2012, I mailed a true and correct copy of the Answer and  
Counter Claim via US Mail, postage prepaid, to the following address:

Pite Duncan, LLP  
701 Bridger Avenue, Suite 700  
Las Vegas, NV 89101

  
Ryan Kerbow



# Exhibit “1”



CLERK OF THE COURT

1 **FAC**  
2 GREGG A. HUBLEY (NV Bar #007386)  
3 CRYSTAL M. TATCO (NV Bar #012110)  
4 **PITE DUNCAN, LLP**  
5 701 Bridger Avenue, Suite 700  
6 Las Vegas, NV 89101  
7 Telephone: (702) 991-4628  
8 Facsimile: (702) 685-6342  
9 E-mail: [Ghubbley@piteduncan.com](mailto:Ghubbley@piteduncan.com)

10 Attorneys for Plaintiff NEW YORK COMMUNITY BANK

11 **DISTRICT COURT**  
12 **CLARK COUNTY, NEVADA**

13 NEW YORK COMMUNITY BANK,

14 Plaintiff,

15 v.

16 SHADOW WOOD HOMEOWNERS'  
17 ASSOCIATION, INC.; GOGO WAY TRUST;  
18 and DOES 1 through 20, inclusive,

19 Defendants.

Case No.: A-12-660328-C  
Dept. No.: XV

**FIRST AMENDED COMPLAINT FOR:**

1. QUIET TITLE; and  
2. DECLARATORY RELIEF

Arbitration Exemption Claimed:

Title to Real Estate and Declaratory Relief

20 COMES NOW Plaintiff, NEW YORK COMMUNITY BANK (hereinafter "Plaintiff"), and  
21 alleges against Defendants, and each of them, as follows:

**GENERAL ALLEGATIONS**

22 1. This action is a Quiet Title and Declaratory Relief action within the jurisdictional  
23 limits of this Court and this venue is appropriate because the real property in controversy is located  
24 within this Court's jurisdiction.

25 2. Plaintiff is, and at all times herein mentioned was duly-authorized to transact business  
26 in the State of Nevada.

27 /./

28 /./

1           3.     Plaintiff is the owner of that real property located at 3923 Gogo Way #109, Las  
2 Vegas, Nevada, 89103 (Assessor's Parcel No. 162-18-613-029), which is legally described as  
3 follows:

4           PARCEL ONE (1):

5           UNIT ONE HUNDRED NINE (109), AS SHOWN UPON THE MAP ENTITLED  
6 "SILVERADO VILLAS II, A SUBDIVISION FOR CONDOMINIUM PURPOSES,  
7 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CLARK  
8 COUNTY, NEVADA, IN BOOK 33 OF PLATS, PAGE 44.

9           PARCEL TWO (2):

10          AN UNDIVIDED 7.345% INTEREST IN AND TO THE COMMON AREA AS  
11 DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS,  
12 CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE  
13 COUNTY RECORDER OF CLARK COUNTY, NEVADA ON DECEMBER 3,  
14 1985, IN BOOK 2226 OF OFFICIAL RECORDS AS DOCUMENT NO. 2185340.  
15 EXCEPTING THEREFROM THE FOLLOWING:

16          ALL LIVING UNITS AS SHOWN UPON THE MAP HEREINABOVE  
17 REFERRED TO AND AS DEFINED IN THAT CERTAIN DECLARATION OF  
18 COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE  
19 OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA ON  
20 DECEMBER 3, 1985 IN BOOK 2226 OF OFFICIAL RECORDS, AS DOCUMENT  
21 NO. 2185340.

22          AND FURTHER EXCEPTING THEREFROM:

23          THE EXCLUSIVE RIGHT TO POSSESSION OF ALL THOSE "RESTRICTED  
24 COMMON AREAS AND/OR EXCLUSIVE USE AREA", AS DEFINED IN THE  
25 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,  
26 HEREINABOVE TO, AND AS SET FORTH ON THE SUBDIVISION MAP OF  
27 SILVERADO VILLAS II.

28          PARCEL THREE (3):

THE EXCLUSIVE RIGHT TO POSSESSION AND OCCUPANCY OF THOSE  
PORTIONS OF THE COMMON AREAS, ABOVE DESCRIBED, DESIGNATED  
AS "RESTRICTED COMMON AREAS AND/OR EXCLUSIVE USE AREAS", AS  
APPURTENANT TO PARCEL ONE (1) AND TWO (2), ABOVE DESCRIBED,  
AS DELINEATED ON THE AFOREMENTIONED MAP AND AS DEFINED IN  
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,  
HEREINABOVE REFERRED.

(hereinafter referred to as "Subject Property").

///

///

///

1           4.       Plaintiff acquired its ownership interest in the Subject Property pursuant to a  
2 Trustee's Deed Upon Sale recorded on May 24, 2011, in the Official Records of Clark County,  
3 Nevada, as Instrument No. 20110524-0003017. A true and correct copy of the Trustee's Deed Upon  
4 Sale Nevada is attached hereto as **Exhibit 1**.

5           5.       Defendant, SHADOW WOOD HOMEOWNERS' ASSOCIATION, INC. (hereinafter  
6 "Shadow Wood"), is a domestic non-profit corporation that may claim an interest in the Subject  
7 Property pursuant to a Notice of Delinquent Assessment (Lien) recorded on July 7, 2011, in the  
8 Official Records of Clark County, Nevada, as Instrument No. 20110707-0002436. A true and  
9 correct copy of the Notice of Delinquent Assessment (Lien) is attached hereto as **Exhibit 2**.

10          6.       Defendant, GOGO WAY TRUST, is a trust that may claim an interest in the Subject  
11 Property pursuant to a Trustee's Deed Upon Sale recorded on March 1, 2012, in the Official Records  
12 of Clark County, Nevada as Instrument No. 20120301-0004775. A true and correct copy of the  
13 Trustee's Deed Upon Sale is attached hereto as **Exhibit 3**.

14          7.       Plaintiff does not know the true names and capacities of Defendants sued herein as  
15 DOES 1 through 20, inclusive, and therefore sues these Defendants by such fictitious names.  
16 Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.  
17 Plaintiff is informed and believes and thereon alleges that each of these fictitiously-named  
18 Defendants are responsible in some manner for the occurrences herein alleged and/or claim an  
19 interest in the Subject Property that is adverse to or conflicts with Plaintiff's interest, and that  
20 Plaintiff's damages as herein alleged were proximately caused by such Defendants.

21          8.       Plaintiff is informed and believes and on that basis alleges that at all times mentioned  
22 in this Complaint, each of the Defendants was the agent, partner, co-conspirator, employee, or co-  
23 principal with each other, and that each acted jointly and in cooperation with the other to perform  
24 the acts against and inflict the damages upon Plaintiff as alleged in this Complaint. In doing the  
25 things alleged herein, each Defendant was acting within the course and scope of such relationship,  
26 and the acts of each were ratified and adopted by the other.

27 ///

28 ///

1 **FACTUAL BACKGROUND**

2 9. Plaintiff re-alleges the allegations in Paragraphs 1 through 8 above.

3 10. On April 25, 2007, non-party, Virginia V. Fedel, borrowed \$127,500.00 from CCSF,  
4 LLC d/b/a Greystone Financial Group (hereinafter "CCSF"), to purchase the Subject Property. As  
5 part of the same transaction, Virginia V. Fedel executed a Promissory Note secured by a Deed of  
6 Trust that encumbered the Subject Property. The Deed of Trust was recorded on April 27, 2007, in  
7 the Official Records of Clark County, Nevada as Instrument No. 20070427-0004835 and lists  
8 Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for CCSF. A true and correct  
9 copy of the Deed of Trust is attached hereto as **Exhibit 4**.

10 **New York Community Bank's Foreclosure**

11 11. On June 2, 2010, MTC Financial Inc. d/b/a Trustee Corps (hereinafter "Trustee  
12 Corps"), as duly-appointed Trustee, recorded a Notice of Breach and Default and of Election to  
13 Cause Sale of Real Property Under Deed of Trust, as a result of Virginia Fedel's failure to make  
14 payments as required by the Note and Deed of Trust, in the Official Records of Clark County,  
15 Nevada as Instrument No. 20100602-0003706. A true and correct copy of the Notice of Breach and  
16 Default and of Election to Cause Sale of Real Property Under Deed of Trust is attached hereto as  
17 **Exhibit 5**.

18 12. On May 27, 2010, MERS, as nominee for CCSF, assigned CCSF's beneficial interest  
19 in the Deed of Trust to New York Community Bank. The Assignment of Deed of Trust was  
20 recorded on July 7, 2010, in the Official Records of Clark County, Nevada, as Instrument No.  
21 20100707-0003641. A true and correct copy of the Assignment of Deed of Trust is attached hereto  
22 as **Exhibit 6**.

23 13. On March 8, 2011, the Nevada Foreclosure of Mediation Program issued a Certificate  
24 of Completion indicating that the Beneficiary may proceed with foreclosure. The Certificate of  
25 Completion was recorded on April 13, 2011, in the Official Records of Clark County, Nevada as  
26 Instrument No. 20110413-0002248. A true and correct copy of the Certificate is attached hereto as  
27 **Exhibit 7**.

28 ///



1       20.     On January 31, 2012, Plaintiff remitted payment in the amount of \$6,783.16 to  
2 Shadow Wood's counsel for the alleged delinquent fees and accrued interest.

3       21.     On February 8, 2012, Shadow Wood, through its counsel, rejected Plaintiff's payment  
4 and advised that total amount due and owing was \$9,017.39.

5       22.     Plaintiff continued communications with Shadow Wood's counsel up to and  
6 including February 14, 2012, in an attempt to ascertain the amount and basis of the outstanding HOA  
7 assessment fees and accrued interest so that these could be satisfied.

8       23.     On February 22, 2012, Shadow Wood purported to sell the Subject Property to Gogo  
9 Way Trust for \$11,0118.39 at a foreclosure sale (hereinafter "HOA Sale"). See, Exhibit 3, Trustee's  
10 Deed Upon Sale (hereinafter "Gogo Way Trustee's Deed"). The Gogo Way Trustee's Deed was  
11 recorded in the Official Records of Clark County, Nevada on March 1, 2012, as Instrument No.  
12 20120301-0004775.

13       24.     Shadow Wood failed to act in a good faith manner or commercially reasonable  
14 manner by selling the Subject Property for a commercially unreasonable price of \$11,018.39, when  
15 Plaintiff had purchased the Subject Property for \$45,000.00 at the May 9, 2011, foreclosure sale, in  
16 light of the fact that the fair market value of the Subject Property greatly exceeded \$11,018.39, and  
17 in light of the fact that plaintiff attempted to satisfy the claimed lien asserted by Shadow Wood.

18       25.     The Subject Property has been listed for sale with a current asking price of \$66,000.00  
19 even though the Subject Property was sold to Gogo Way Trust for a commercially unreasonable price  
20 of \$11,018.39.

21       26.     Shadow Wood failed to sell the Subject Property at a reasonable price and remit any  
22 excess proceeds to Plaintiff. As a result, the purported HOA Sale must be rescinded.

23       27.     In light of the apparent deficiency in the Gogo Way Trustee's Deed, none of the  
24 recitations contained in Gogo Way's Trustee's Deed should be considered proof, conclusive or  
25 otherwise, of the matters recited.

26       28.     Shadow Wood failed to provide all foreclosure notices required by Chapter 116 of  
27 the Nevada Revised Statutes. As a result, Plaintiff must be declared the rightful owner of the Subject  
28 Property.

1 **FIRST CAUSE OF ACTION**

2 **(Quiet Title [NRS 40.010] - As to All Defendants)**

3 29. Plaintiff re-alleges the allegations in paragraphs 1 through 28 above.

4 30. Plaintiff remains the owner of the Subject Property after the conclusion of the HOA  
5 Sale.

6 31. The HOA Sale was not conducted in good faith. The Subject Property is currently  
7 listed for \$66,000.00 even though the Subject Property was sold to Gogo Way Trust for a  
8 commercially unreasonable price of \$11,018.39.

9 32. The Trustee Deed that attempts to convey the Subject Property to Gogo Way Trust  
10 has clouded Plaintiff's rightful title to the Subject Property.

11 33. Plaintiff is informed and believes, and based thereon, alleges that the Defendants  
12 claim some legal or equitable right, title, estate, lien or interest in the Subject Property adverse and  
13 superior to that of Plaintiff, and Defendants' claims constitute a cloud on Plaintiff's interest in the  
14 Subject Property.

15 34. Plaintiff seeks to quiet title against the claims of all Defendants, whether or not the  
16 claims or clouds are currently known to Plaintiff. Defendants, and each of them, have no right, title,  
17 estate, lien or interest whatsoever in the Subject Property that is superior to that of the Plaintiff.

18 35. The cloud on title created by Defendants actually and proximately caused damages  
19 to Plaintiff in excess of \$10,000.00, in an amount to be proved at trial.

20 36. As a direct and proximate result of Defendants' actions, Plaintiff was required to  
21 retain counsel to prosecute this matter and is entitled to an award of attorney's fees and costs  
22 incurred.

23 **SECOND CAUSE OF ACTION**

24 **(Declaratory Relief - As to all Defendants)**

25 37. Plaintiff re-alleges the allegations in paragraphs 1 through 36 above.

26 38. Plaintiff remains the owner of the Subject Property after the conclusion of the HOA  
27 Sale due to Shadow Wood's failure to comply with Chapter 116 of the Nevada Revised Statutes and  
28 the Uniform Common Interest Ownership Act, failure to provide all foreclosure notices as required,



1 and failure to act in good faith by selling the Subject Property at a commercially unreasonable price  
2 and refusing to accept a proper payoff of the HOA lien asserted by Shadow Wood.

3 39. Plaintiff is informed and believes, and on that basis alleges, that an actual controversy  
4 has arisen, and now exists, between Plaintiff and Defendants, and each of them, concerning their  
5 respective rights and duties in the Subject Property.

6 40. Plaintiff desires a judicial determination of its rights and duties, and a declaration as  
7 to its ownership of the Subject Property.

8 41. A judicial determination is necessary and appropriate at this time in order for Plaintiff  
9 to confirm its rights to possession of title and interest in the Subject Property.

10 42. As a direct and proximate result of the actions of Defendants, Plaintiff has been  
11 required to retain counsel to prosecute this matter and is entitled to an award of attorney's fees and  
12 costs incurred.

13 PRAYER

14 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as  
15 follows:

- 16 1. For an Order quieting title to the Subject Property in the name of Plaintiff;  
17 2. For reasonable attorney's fees;  
18 3. For the costs of suit incurred; and  
19 4. For such other relief as the Court may deem proper and just.

20 Respectfully submitted,

21 PITE DUNCAN, LLP

22  
23 Dated: 10/4/12

By: 

GREGG A. HUBLEY  
CRYSTAL M. TATCO  
Attorneys for Plaintiff NEW YORK  
COMMUNITY BANK

VERIFICATION

STATE OF NEVADA        }  
CLARK COUNTY        } ss.

I, Crystal M. Tatco, declare:

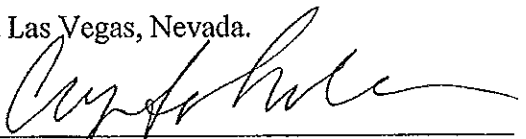
I am an attorney at law duly admitted and licensed to practice before all Courts in the State of Nevada and I have my professional office at 701 East Bridger Avenue, Suite 700, Las Vegas, Nevada 89101.

I am the attorney for NEW YORK COMMUNITY BANK, who is absent from the county where I maintain my office and I make this verification for and on behalf of NEW YORK COMMUNITY BANK.

I have read the First Amended Complaint and know its contents. I am informed, believe, and on that ground allege that the matters stated therein are true.

I declare, under the penalty of perjury under the laws of the State of Nevada, that foregoing is true and correct.

Executed on the 4 day of October, 2012, at Las Vegas, Nevada.

  
CRYSTAL M. TATCO

1 New York Community Bancorp, Inc. v. Shadow Wood Homeowners'  
2 District Court, Clark County, Nevada  
3 Case No(s). A-12-660328-C

4 **DECLARATION OF SERVICE**

5 I, the undersigned, declare: I am, and was at the time of service of the papers herein referred  
6 to, over the age of 18 years, and not a party to this action. My business address is 701 East Bridger  
7 Avenue, Suite 700, Las Vegas, Nevada 89101.

8 On October 5, 2012, I served the following document(s):

9 **FIRST AMENDED COMPLAINT FOR QUIET TITLE AND DECLARATORY  
10 RELIEF**

11 on the parties in this action addressed as follows:

12 Robert Koenig  
13 Ryan Kerbow  
14 **ALESSI & KOENIG, LLC**  
15 9500 West Flamingo Road, Suite 205  
16 Las Vegas, Nevada 89117  
17 *Attorneys for Defendants Shadow Wood Homeowners'*  
18 *Association, Inc. and Gogo Way Trust*

19 ✓ **BY MAIL:** I placed a true copy in a sealed envelope addressed as indicated above. I am  
20 readily familiar with the firm's practice of collection and processing correspondence for  
21 mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course  
22 of business. I am aware that on motion of party served, service is presumed invalid if postal  
23 cancellation date or postage meter date is more than one day after date of deposit for mailing  
24 in affidavit.

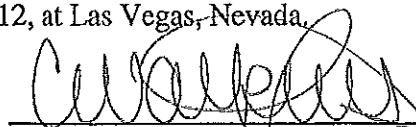
25 **BY CERTIFIED MAIL:** I placed a true copy in a sealed envelope addressed as indicated  
26 above via certified mail, return receipt requested.

27 **BY FACSIMILE:** I personally sent to the addressee's facsimile number a true copy of the  
28 above-described document(s). I verified transmission with a confirmation printed out by the  
facsimile machine used. Thereafter, I placed a true copy in a sealed envelope addressed and  
mailed as indicated above.

**BY FEDERAL EXPRESS:** I placed a true copy in a sealed Federal Express envelope  
addressed as indicated above. I am familiar with the firm's practice of collection and  
processing correspondence for Federal Express delivery and that the documents served are  
deposited with Federal Express this date for overnight delivery.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing  
is true and correct.

Executed this 5<sup>th</sup> day of October 2012, at Las Vegas, Nevada.

  
CHRISTINA L. WATKINS

**EXHIBIT 1**

**EXHIBIT 1**

A.P.N. # 162-18-613-029

[RECORDING REQUESTED BY:]

First American Title Company  
on Behalf of Trustee Corps

AS AN  
ACCOMMODATION  
ONLY.

[WHEN RECORDED MAIL TO

AND MAIL TAX STATEMENTS TO:]

NEW YORK COMMUNITY BANK

1801 E. NINTH STREET

SUITE 200

CLEVELAND, OH 44114

THE UNDERSIGNED HEREBY AFFIRMS THAT  
THERE IS NO SOCIAL SECURITY NUMBER [REDACTED] ED IN THIS DOCUMENT

37

[Space above this line for recorder's use only]

Trustee Sale No. NV08000227-10-1

Title Order No. 4459625

Inst #: 201105240003017

Fees: \$16.00 N/C Fee: \$0.00

RPTT: \$234.60 Ex: #

05/24/2011 11:52:46 AM

Receipt #: 787078

Requestor:

PASION TITLE SERVICES

Recorded By: SCA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

## TRUSTEE'S DEED UPON SALE

The undersigned grantor declares:

- 1) The Grantee herein was the foreclosing beneficiary.
- 2) The amount of the unpaid debt together with costs was: **\$142,712.99**
- 3) The amount paid by the grantee at the trustee sale was: **\$45,900.00**
- 4) The documentary transfer tax is: **\$ 234.60**
- 5) Said property is in the city of: LAS VEGAS

and **MTC FINANCIAL INC. dba TRUSTEE CORPS**, herein called "Trustee", as Trustee (or as Successor Trustee) of the Deed of Trust hereinafter described, hereby grants and conveys, but without covenant or warranty, express or implied, to **NEW YORK COMMUNITY BANK**, herein called "Grantee", the real property in the County of Clark, State of Nevada, described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF**

This deed is made pursuant to the authority and powers given to Trustee (or to Successor Trustee) by law and by that certain Deed of Trust dated April 25, 2007, made to **VIRGINIA V. FEDEL, A WIDOW** and recorded on April 27, 2007, as Instrument No. 20070427-0004835 Book . Page . of Official Records in the office of the Recorder of Clark County, Nevada, Trustee (or Successor Trustee) having complied with all applicable statutory provisions and having performed all of his duties under the said Deed of Trust.

**NEW YORK COMMUNITY BANK**

**1801 E. NINTH STREET**

**SUITE 200**

**CLEVELAND, OH 44114**

All requirements of law and of said Deed of Trust relating to this sale and to notice thereof having been complied with. Pursuant to the Notice of Trustee's Sale, the above described property was sold by Trustee (or Successor Trustee) at public auction on 05/09/2011 at the place specified in said Notice, to Grantee who was the highest bidder therefor, for \$45,900.00 cash, in lawful money of the United States, which has been paid.

Dated: 05/09/2011

MTC FINANCIAL INC. dba TRUSTEE CORPS

Jared Degener  
By: Jared Degener, as authorized signer

State of CALIFORNIA

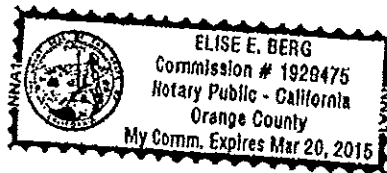
County of ORANGE

On 5/23/11 before me, Elise E. Berg, a notary public personally appeared Jared Degener who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Elise E. Berg  
Notary Public in and for said County and State



**EXHIBIT "A"**

**PARCEL ONE (1):**

UNIT ONE HUNDRED NINE (109), AS SHOWN UPON THE MAP ENTITLED "SILVERADO VILLAS II, A SUBDIVISION FOR CONDOMINIUM PURPOSES, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, IN BOOK 33 OF PLATS, PAGE 44.

**PARCEL TWO (2):**

AN UNDIVIDED 7.345% INTEREST IN AND TO THE COMMON AREA AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA ON DECEMBER 3, 1985, IN BOOK 2226 OF OFFICIAL RECORDS AS DOCUMENT NO. 2185340.

**EXCEPTING THEREFROM THE FOLLOWING:**

ALL LIVING UNITS AS SHOWN UPON THE MAP HEREINABOVE REFERRED TO AND AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA ON DECEMBER 3, 1985 IN BOOK 2226 OF OFFICIAL RECORDS, AS DOCUMENT NO. 2185340.

**AND FURTHER EXCEPTING THEREFROM:**

THE EXCLUSIVE RIGHT TO POSSESSION OF ALL THOSE "RESTRICTED COMMON AREAS AND/OR EXCLUSIVE USE AREA", AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, HEREINABOVE, REFERRED TO, AND AS SET FOR ON THE SUBDIVISION MAP OF SILVERADO VILLAS II.

**PARCEL THREE (3):**

THE EXCLUSIVE RIGHT TO POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREAS, ABOVE DESCRIBED, DESIGNATED AS "RESTRICTED COMMON AREAS AND/OR EXCLUSIVE USE AREAS", AS APPURTENANT TO PARCEL ONE (1) AND TWO (2), ABOVE DESCRIBED, AS DELINEATED ON THE AFOREMENTIONED MAP AND AS DEFINED ON THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, HEREINABOVE REFERRED.

**STATE OF NEVADA  
DECLARATION OF VALUE FORM**

**1. Assessor Parcel Number(s)**

a. 162-18-613-029  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

**2. Type of Property:**

a ☐ Vacant Land    b ☒ Single Fam. Res.  
c ☐ Condo/Twnhse    d ☐ 2-4 Plex  
e ☐ Apt. Bldg    f ☐ Comm'l/Ind'l  
g ☐ Agricultural    h ☐ Mobile Home  
☐ Other \_\_\_\_\_

**FOR RECORDER'S OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_  
Date of Recording: \_\_\_\_\_  
Notes: \_\_\_\_\_

3. a. Total Value/Sales Price of Property  
b. Deed in Lieu of Foreclosure Only (value of property)  
c. Transfer Tax Value:  
d. Real Property Transfer Tax Due

\$45,900.00 price is cost + bid  
( )  
\$45,900.00 price is cost + bid  
\$ 234.60

**4. If Exemption Claimed:**

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

**5. Partial Interest: Percentage being transferred: 100 %**

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Jared Dezyne Capacity Grantor (Trustee)

Signature Jared Dezyne Capacity Grantee (Agent for Grantee)

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

Print Name: TRUSTEE CORPS  
Address: 17100 GILLETTE  
AVENUE  
City: IRVINE  
State: CA Zip: 92614

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

Print Name: NEW YORK COMMUNITY BANK  
Address: 1801 E. NINTH STREET  
City: CLEVELAND  
State: OH Zip: 44114

**COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)**

Print Name: FIRST AMERICAN NATIONAL Escrow #: 4459625  
Address: DEFAULT TITLE  
City: 3 FIRST AMERICAN WAY State: \_\_\_\_\_ Zip: \_\_\_\_\_  
SANTA ANA, CA 92707

As a public record this form may be recorded/microfilmed



# EXHIBIT 2

# EXHIBIT 2

Inst #: 201107070002436

Fees: \$14.00

N/C Fee: \$0.00

07/07/2011 09:56:50 AM

Receipt #: 836996

Requestor:

ALESSI & KOENIG LLC (JUNES

Recorded By: TAH Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC  
9500 W. Flamingo Rd., Suite 100  
Las Vegas, Nevada 89147  
Phone: (702) 222-4033

A.P.N. 162-18-613-029

Trustee Sale # 12668-3923-109

**NOTICE OF DELINQUENT ASSESSMENT (LIEN)**

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark County, Nevada, Shadow Wood Homeowners' Association, Inc** HOA has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **3923 Gogo Wy #109, Las Vegas, NV 89103** and more particularly legally described as: **Unit 109 Book 33 Page 44** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **BANK NEW YORK COMMUNITY**

The mailing address(es) is: **3923 Gogo Wy #109, Las Vegas, NV 89103**

The total amount due through today's date is: **\$8,238.87**. Of this total amount **\$8,003.87** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$235.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **June 29, 2011**

By: 

Naomi Eden - Legal Assistant

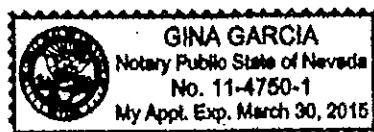
Alessi & Koenig, LLC on behalf of Shadow Wood Homeowners' Association, Inc

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me June 29, 2011

(Seal)



(Signature)

  
NOTARY PUBLIC

**EXHIBIT 3**

**EXHIBIT 3**

Inst #: 201203010004775  
Fees: \$17.00 N/C Fee: \$0.00  
RPTT: \$58.65 Ex: #  
03/01/2012 04:20:12 PM  
Receipt #: 1083603  
Requestor:  
ALESSI & KOENIG LLC (JUNES  
Recorded By: MJM Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

When recorded mail to and  
Mail Tax Statements to:  
Gogo Way Trust  
PO Box 36208  
Las Vegas, NV 89133

A.P.N. No.162-18-613-029

TS 12668-3923-109

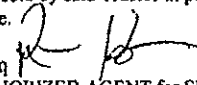
**TRUSTEE'S DEED UPON SALE**

The Grantee (Buyer) herein was: Gogo Way Trust  
The Foreclosing Beneficiary herein was: Shadow Wood Homeowners' Association, Inc  
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$11,018.39  
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$11,018.39  
The Documentary Transfer Tax: \$58.65  
Property address: 3923 Gogo Wy #109, Las Vegas, NV 89103  
Said property is in [ ] unincorporated area: City of Las Vegas  
Trustor (Former Owner that was foreclosed on): BANK NEW YORK COMMUNITY

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded July 7, 2011 as instrument number 2436, in Clark County, does hereby grant, without warranty expressed or implied to: Gogo Way Trust (Grantee), all its right, title and interest in the property legally described as: Unit 109, as per map recorded in Book 33, Pages 44 as shown in the Office of the County Recorder of Clark County Nevada.

**TRUSTEE STATES THAT:**

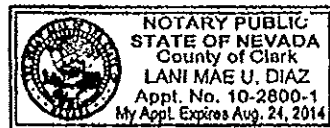
This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on February 22, 2012 at the place indicated on the Notice of Trustee's Sale.


Robert Koenig, Esq.   
Signature of AUTHORIZED AGENT for Shadow Wood Homeowners'  
Association, Inc

State of Nevada )  
County of Clark )

SUBSCRIBED and SWORN to before me March 1, 2012

WITNESS my hand and official seal.  
(Seal)



  
(Signature)

STATE OF NEVADA  
DECLARATION OF VALUE

## 1. Assessor Parcel Number(s)

a. 162-19-613-028  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

## 2. Type of Property:

a. ☐ Vacant Land b. ☐ Single Fam. Res.  
c. ☒ Condo/Twnhse d. ☐ 2-4 Plex  
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l  
g. ☐ Agricultural h. ☐ Mobile Home  
Other \_\_\_\_\_

## FOR RECORDERS OPTIONAL USE ONLY

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

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

\$ 11,018.39

b. Deed in Lieu of Foreclosure Only (value of property(\_\_\_\_\_))

c. Transfer Tax Value:

\$ 11,018.39

d. Real Property Transfer Tax Due

\$ 58.65

## 4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section: \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

## 5. Partial Interest: Percentage being transferred: 100.00 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity: Grantor

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

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

Print Name: Alessi&Koehnig, LLC  
Address: 9500 W Flamingo # 205  
City: Las Vegas  
State: NV Zip: 89147

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

Print Name: Gogo Way Trust  
Address: PO Box 38208  
City: Las Vegas  
State: NV Zip: 89133

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: Alessi&Koehnig, LLC  
Address: 9500 W Flamingo #205  
City: Las Vegas

Escrow # N/A Foreclosure  
State: NV Zip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**EXHIBIT 4**

**EXHIBIT 4**

29

20070427-0004835

Fee: \$38.00  
N/C Fee: \$0.00

04/27/2007 14:27:24

T20070072379

Requestor:  
SOUTHWEST TITLE

Debbie Conway LEX  
Clark County Recorder Pgs: 25

PIN #: 162-18-613-029  
After Recording Return To:  
CCSF, LLC DBA GREYSTONE FINANCIAL GROUP  
7180 POLLOCK DRIVE, SUITE 100  
LAS VEGAS, NV 89119

Grantee:  
CCSF, LLC DBA GREYSTONE FINANCIAL GROUP  
7180 POLLOCK DRIVE, SUITE 100, LAS VEGAS,  
NV 89119

Mail Tax Statement To:  
CCSF, LLC DBA GREYSTONE FINANCIAL GROUP  
7180 POLLOCK DRIVE, SUITE 100  
LAS VEGAS, NV 89119

#07-03-0237 JT

[Space Above This Line For Recording Data]

## DEED OF TRUST

FEDEL  
Loan #: 237-0600703  
MIN: 100219307045046491  
PIN: 162-18-613-029

### 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 APRIL 25, 2007, together with all Riders to this document.
- (B) "Borrower" is VIRGINIA V. FEDEL, A WIDOW. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is CCSF, LLC DBA GREYSTONE FINANCIAL GROUP. Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of NEVADA. Lender's address is 7180 POLLOCK DRIVE, SUITE 100, LAS VEGAS, NV 89119.
- (D) "Trustee" is SOUTHWEST TITLE COMPANY.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated APRIL 25, 2007. The Note states that Borrower owes Lender ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$127,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2037.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges

NEVADA- Single Family -Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT Form 3029 1/01

342.41

Page 1 of 14

due under the Note, and all sums due under this Security Instrument, plus interest.

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

☒ Adjustable Rate Rider

☐ Balloon Rider

☒ 1-4 Family Rider

☒ Condominium Rider

☐ Planned Unit Development Rider

☐ Other(s) [specify]

☐ Second Home Rider

☐ Biweekly Payment Rider

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

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

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

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

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 3) 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.

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. 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 to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.



which currently has the address of 3923 GOGO WAY # 109, LAS VEGAS, Nevada 89103-1856 ("Property Address").

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

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

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

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

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

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of

making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or 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 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.

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on

237-0600703

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.

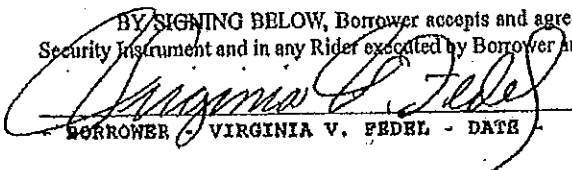
Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following 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. N/A.

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.

  
BORROWER VIRGINIA V. FEDEL - DATE 4-26-2007

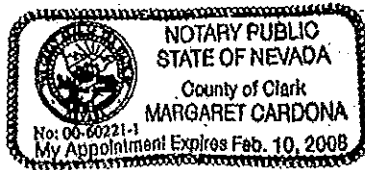
237-0600703

[Space Below This Line for Acknowledgment]

STATE OF NEVADA.  
COUNTY OF CLARK

This instrument was acknowledged before me on 4-26-2007 by

VIRGINIA V. FODEK



Notary Public

MARGARET CARDONA

My Commission Expires: 02-10-2008

**EXHIBIT "A"**  
**Legal Description**

**PARCEL I:**

Unit 109 as shown by map entitled SILVERADO VILLAS II, a Subdivision for condominium purposes, thereof on file in Book 33, of Plats, Page 44 in the Office of the County Recorder of Clark County, Nevada

**PARCEL II:**

An undivided 7.345% interest in and to the Common Area as defined in that certain Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the County Recorder of Clark County, Nevada on December 3, 1985 in Book 2226 of Officials Records as Document No. 2185340.

**EXCEPTING THE FOLLOWING:**

All living units as shown upon the map hereinabove referred to and as defined in that certain Declaration of Covenants, Conditions, and Restrictions, recorded in the Office of the County Recorder of Clark County, Nevada on December 3, 1985 in Book 2226 of Official Records, as Document No. 2185340.

**AND FURTHER EXCEPTING THEREFROM:**

The exclusive right to possession of all those "Restricted Common Areas and/or Exclusive Use Area" as defined in the Declaration of Covenants, Conditions, and Restrictions, hereinabove, referred to, and as set for in the subdivision map of SILVERADO VILLAS II.

**PARCEL III:**

The exclusive right to possession and occupancy of those portions of the Common Areas, above described, designated as "Restricted Common Areas and/or Exclusive Use Areas", as appurtenant to Parcel I and Parcel II, above described, as delineated on the aforementioned map and as defined on the Declaration of Covenants, Conditions, and Restrictions, hereinabove referred.

## CONDOMINIUM RIDER

FEDRL  
Loan #: 237-0600703  
MIN: 100219307045046491

THIS CONDOMINIUM RIDER is made this 25TH day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CCBF, LLC DBA GREYSTONE FINANCIAL GROUP (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3923 GOGO WAY # 109, LAS VEGAS, NV 89103-1856

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

SILVERADO VILLAS UNIT II

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not

limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;


(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

237-0600703

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

 4-26-2007  
- BORROWER VIRGINIA V. FEDEL - DATE -



**FIXED/ADJUSTABLE RATE RIDER**  
(LIBOR One-Year Index (As Published In *The Wall Street Journal*) - Rate Caps -  
Ten-Year Interest Only Period)

PBDHL  
Loan #: 237-0600703  
MIN: 100219307045046491

THIS FIXED/ADJUSTABLE RATE RIDER is made this 25TH day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to CCSF, LLC DBA GREYSTONE FINANCIAL GROUP ("Lender") of the same date and covering the property described in the Security Instrument and located at:

3923 GOGO WAY # 109, LAS VEGAS, NV 89103-1856  
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

**A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial fixed interest rate of 6.500%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR -  
Ten-Year Interest Only Period - Single Family - Fannie Mae Uniform Instrument

9030.6

Page 1 of 4

Form 3153 2/06

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **MAY, 2012**, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND THREE-FOURTHS** percentage points (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my monthly payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay all accrued interest each month on the unpaid principal balance at the new interest rate. If I make a voluntary payment of principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my monthly payment will be sufficient to repay unpaid principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 12.500% or less than 2.750%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.500%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be

given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**(G) Date of First Principal and Interest Payment**

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

**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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to

the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

*Virginia V. Fedel* 4-26-2007  
- BORROWER - VIRGINIA V. FEDEL - DATE -

**1-4 FAMILY RIDER**  
**(Assignment of Rents)**

FDORL  
Loan #: 237-0600703  
MIN: 100219307045046491

THIS 1-4 FAMILY RIDER is made this 25TH day of APRIL, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CCSF, LLC DBA GREYSTONE FINANCIAL GROUP (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3923 GOGO WAY # 109, LAS VEGAS, NV 89103-1856 [Property Address].

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has

agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or

237-0600703

agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

*Virginia V. Fedel* 4-26-2007  
- BORROWER - VIRGINIA V. FEDEL - DATE -

# EXHIBIT 5

# EXHIBIT 5



APN: 162-18-613-029

RECORDING REQUESTED BY:  
First American Title Company  
WHEN RECORDED MAIL TO  
Trustee Corps  
30 Corporate Park, Suite 400  
Irvine , CA 92606

Inst #: 201006020003706

Fees: \$216.00

N/C Fee: \$0.00

06/02/2010 02:46:54 PM

Receipt #: 373911

Requestor:

FIRST AMERICAN NATIONAL DEF

Recorded By: LEX Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

The undersigned hereby affirms that there is no Social Security number [REDACTED] in this document.

Trustee Sale No. NV08000227-10-1      Loan No. 0003401602  
3923 GOGO WAY # 109 LAS VEGAS NV 89103-1856  
Title Order No:4459625

## **NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: TRUSTEE CORPS is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under that certain Deed of Trust (together with any modifications thereto, the "Deed of Trust") dated April 25, 2007, executed by VIRGINIA V. FEDEL, A WIDOW, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS as Beneficiary and CCSF, LLC DBA GREYSTONE FINANCIAL GROUP as lender under Deed of Trust recorded on April 27, 2007, as Instrument No. 20070427-0004835 of Official Records in the office of the County recorder of Clark County, Nevada, and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$127,500.00 (together with any modifications thereto the "Note"), and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due;

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

### **NOTICE**

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be

cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

NEW YORK COMMUNITY BANK

C/O TRUSTEE CORPS.

30 Corporate Park, Suite 400

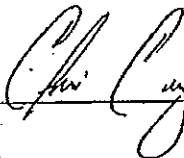
Irvine, CA 92606

Phone No.: 949-252-8300

Dated: June 1, 2010

MTC FINANCIAL Inc dba Trustee Corps as Agent for the Beneficiary

By: First American Title Company, as authorized signatory

By: 

CHRIS CRUZ, Authorized Signature

State of California

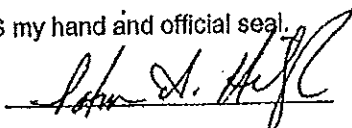
County of Orange

On JUNE 2, 2010 before me, PATRICIA A HILYARD, Notary Public in and for said county, personally appeared CHRIS CRUZ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature





#1681556 EXP 7/16/2010

(Seal)

## **LOAN MODIFICATION CONTACT AND HUD COUNSELING CONTACT FORM**

Pursuant to the requirements of NRS 107.085, and the exercise of the power of sale pursuant to NRS 107.080 with respect to any trust agreement which concerns owner-occupied housing and as required under NRS 107, the trustee and/or its authorized agent hereby provides the following information:

The contact information which the grantor or the person who holds the title of record may use to reach a person with authority to negotiate a loan modification on behalf of the beneficiary of the deed of trust is:

Loan Modification Contact Information:

**AMTRUST BANK**  
1801 E. NINTH STREET  
SUITE 200  
CLEVELAND, OH 44114  
Phone No.:(216) 588-4357

Contact information for at least one local housing counseling agency approved by the United States Department of Housing and Urban Development is:

**HOUSING FOR NEVADA**  
285 E Warm Springs Road Ste 100  
Las Vegas, NV 89119  
Telephone 877-649-1335  
Telephone 702-270-0300

**CONSUMER CREDIT COUNSELING  
SERVICE OF SOUTHERN NEVADA**

841 E 2ND  
Carson City, Nevada 89701  
Telephone: 800-451-4505

**NEVADA LEGAL SERVICES, INC.**

841-A East Second Street  
Carson City, Nevada 89701  
Telephone: 702-386-0404

**CONSUMER CREDIT COUNSELING  
SERVICE OF SOUTHERN NEVADA**

2920 N. Green Valley Parkway  
Henderson, Nevada 89014  
Telephone: 702-364-0344

**SPRINGBOARD - HENDERSON**  
1489 West Warm Springs Road, Suite  
213

Henderson, Nevada 89102  
Telephone: 800-947-3752

**ACORN HOUSING, LAS VEGAS, NV**  
953 E. Sahara Ave., #226  
Las Vegas, Nevada 89104  
Telephone: 702-384-3022

**CCCS OF SOUTHERN NEVADA**  
2650 S. Jones Blvd  
Las Vegas, Nevada 89146-0000  
Telephone: 702-364-0344

**EXHIBIT 6**

**EXHIBIT 6**

162-18-613-029  
WHEN RECORDED MAIL TO AND  
RECORDING REQUESTED BY:

Trustee Corps  
30 Corporate Park, Suite 400  
Irvine, CA 92606

Inst #: 201007070003641

Fees: \$15.00

N/C Fee: \$25.00

07/07/2010 04:00:26 PM

Receipt #: 416919

Requestor:

CLARK RECORDING SERVICE

Recorded By: SCA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

82  
The undersigned hereby affirms that there is no Social Security number  
contained in this document  
Trustee Sale No. NV08000227-10-1 Loan No. 0003401602  
APN: 162-18-613-029 Title Order No: 4459625

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to: **NEW YORK COMMUNITY BANK** all beneficial interest under that certain Deed of Trust dated as of April 25, 2007 executed by **VIRGINIA V. FEDEL, A WIDOW**, as Trustor(s), to **SOUTHWEST TITLE COMPANY** as Trustee, and recorded April 27, 2007, as Instrument No. 20070427-0004835 in Book ., Page . of Official Records, in the office of the County Recorder of Clark County, NV together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

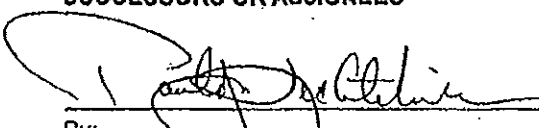
SEE ATTACHED LEGAL EXHIBIT

Dated: **MAY 27 2010**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC  
AS NOMINEE FOR LENDER AND LENDERS  
SUCCESSORS OR ASSIGNEES

State of: Ohio  
County of: Cuyahoga

By:

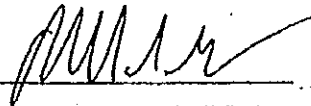
  
PAULA J. LECHLITNER  
Vice President  
Paula

On 4-1-2010 before me, Michael S. Erb Notary Public in and for said county, personally appeared Paula Lechlitrner who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

  
MICHAEL S. ERB  
Notary Public, State of Ohio  
My Commission Expires Sept. 14, 2011  
(Recorded in Cuyahoga County)



(Seal)

Trustee Sale No. NV08000227-10-1' Loan No. 0003401602  
APN: 162-18-613-029 Title Order No:4459625

## EXHIBIT

### PARCEL ONE (1):

UNIT ONE HUNDRED NINE (109), AS SHOWN UPON THE MAP ENTITLED "SILVERADO VILLAS II, A SUBDIVISION FOR CONDOMINIUM PURPOSES, ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, IN BOOK 33 OF PLATS, PAGE 44.

### PARCEL TWO (2):

AN UNDIVIDED 7.345% INTEREST IN AND TO THE COMMON AREA AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA ON DECEMBER 3, 1985, IN BOOK 2226 OF OFFICIAL RECORDS AS DOCUMENT NO. 2185340.

### EXCEPTING THEREFROM THE FOLLOWING:

ALL LIVING UNITS AS SHOWN UPON THE MAP HEREINABOVE REFERRED TO AND AS DEFINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA ON DECEMBER 3, 1985 IN BOOK 2226 OF OFFICIAL RECORDS, AS DOCUMENT NO. 2185340.

### AND FURTHER EXCEPTING THEREFROM:

THE EXCLUSIVE RIGHT TO POSSESSION OF ALL THOSE "RESTRICTED COMMON AREAS AND/OR EXCLUSIVE USE AREA", AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, HEREINABOVE, REFERRED TO, AND AS SET FOR ON THE SUBDIVISION MAP OF SILVERADO VILLAS II.

### PARCEL THREE (3):

THE EXCLUSIVE RIGHT TO POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF THE COMMON AREAS, ABOVE DESCRIBED, DESIGNATED AS "RESTRICTED COMMON AREAS AND/OR EXCLUSIVE USE AREAS", AS APPURTENANT TO PARCEL ONE (1) AND TWO (2), ABOVE DESCRIBED, AS DELINEATED ON THE AFOREMENTIONED MAP AND AS DEFINED ON THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, HEREINABOVE REFERRED.

**EXHIBIT 7**

**EXHIBIT 7**

APN: 162-18-613-029

Recording requested by:

FIRST AMERICAN NATIONAL  
DEFAULT TITLE  
3 FIRST AMERICAN WAY  
SANTA ANA, CA 92707

When recorded, mail to:

Trustee Corps  
17100 Gillette Avenue  
Irvine, CA. 92614

Inst #: 201104130002248

Fees: \$14.00

N/C Fee: \$0.00

04/13/2011 12:50:58 PM

Receipt #: 739287

Requestor:

PASION TITLE SERVICES

Recorded By: BJB Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

4459625

**CERTIFICATE**  
STATE OF NEVADA  
FORECLOSURE MEDIATION PROGRAM

Property Owner(s):  
FEDEL, VIRGINIA

87

Property Address:

3923 GOGO WAY #109  
Las Vegas, NV 89103

Trustee:

TRUSTEE CORPS  
17100 GILLETTE AVE IRVINE, CA 92614

Deed of Trust Doc Number:

20070427-  
Book: Page: 0004835

4-27-07

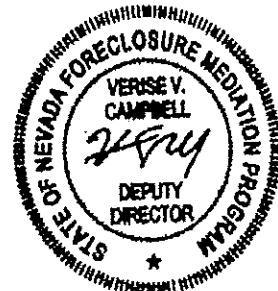
The undersigned hereby affirms that there is no  
Social Security number [REDACTED] this document

- ☒ **Non-Applicable Property:** The Beneficiary may proceed with the foreclosure process.
- ☐ **No Agreement:** A Foreclosure Mediation Conference was held on . The parties were unable to agree to a resolution of this matter. The Beneficiary may proceed with the foreclosure process.
- ☐ **Relinquish the Property:** A Foreclosure Mediation Conference was held on . The parties agreed homeowner would voluntarily relinquish the property. The mediation required by law has been completed in this matter. The Beneficiary may proceed with the foreclosure process.
- ☐ **Grantor Non-Compliance:** The Grantor or person who holds the title of record did not attend the Foreclosure Mediation Conference or failed to produce the necessary disclosure forms. The Beneficiary may proceed with the foreclosure process.
- ☐ **Certificate Reissuance:** The Beneficiary may proceed with the foreclosure process.
- ☐ **Court Ordered:** The Beneficiary may proceed with the foreclosure process.

NOD Date: 06-02-2010 Proof of Service Date: 06-09-2010

Certificate Issued Date: 03-08-2011

**FMP CERT: 2011-03-08-0102**





**EXHIBIT 8**

**EXHIBIT 8**

APN: 162-18-613-029  
First American Title Insurance Company  
RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:  
Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

Inst #: 201104130002249  
Fees: \$15.00  
N/C Fee: \$25.00  
04/13/2011 12:50:58 PM  
Receipt #: 739287  
Requestor:  
PASION TITLE SERVICES  
Recorded By: BJB Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

The undersigned hereby affirms that there is no Social Security number

Trustee Sale No. NV08000227-10-1 Title Order No:4459625 Client Reference Number: 0003401602

**NOTICE OF TRUSTEE'S SALE**  
**IMPORTANT NOTICE TO PROPERTY OWNER**

YOU ARE IN DEFAULT UNDER A DEED OF TRUST AND SECURITY AGREEMENT DATED April 25, 2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On May 9, 2011, at 10:00 AM, MTC FINANCIAL INC dba Trustee Corps, as duly appointed Trustee WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH at the front entrance to The Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101, all right, title and interest conveyed to and now held by it under and pursuant to Deed of Trust Recorded on April 27, 2007, as Instrument No. 20070427-0004835, in Book ., in Page . of the Official Records in the office of the Recorder of Clark County, Nevada, executed by VIRGINIA V. FEDEL, A WIDOW, as Trustor, AMTRUST BANK, as Beneficiary, all that certain property situated in said County and State, and more commonly described as:

**AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST**

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be:  
3923 GOGO WAY # 109, LAS VEGAS, NV 89103-1856

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said will be made, but without covenant or warranty express or implied, regarding title, possession or encumbrances, to pay the remaining unpaid balance of the obligations secured by the property to be sold and reasonably estimated costs, expenses and advances as of the first publication date of this Notice of Trustee's Sale, to wit: \$141,882.82 estimated. Accrued interest and additional advances, if any, will increase the figure prior to sale. The property offered for sale excludes all funds held on account by the property receiver, if applicable.

Beneficiary's bid at sale may include all or part of said amount. In addition to cash, the Trustee will accept, all payable at time of sale in lawful money of the United States a Cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in the applicable sections of the Nevada Administrative Code and authorized to do business in the State of Nevada, or other such funds acceptable to the Trustee.


The beneficiary under the Deed of Trust heretofore executed and delivered to the undersigned, a written Declaration of Default and Demand for Sale. The undersigned caused said Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust to be recorded in the County where the real property is located and more than three months have elapsed since such recordation.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

SALE INFORMATION CAN BE OBTAINED ON LINE AT [www.priorityposting.com](http://www.priorityposting.com)  
AUTOMATED SALES INFORMATION PLEASE CALL 714-573-1965

Dated: April 7, 2011

MTC FINANCIAL INC dba Trustee Corps  
TS No. NV08000227-10-1 .  
17100 Gillette Ave  
Irvine, CA 92614  
949-252-8300

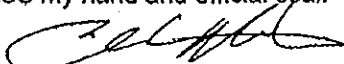
  
Clarisa Gastelum , Authorized Signature

State of California )ss.  
County of Orange )ss

On APR 08 2011 before me, Claudio Martinez, Notary Public, personally appeared Clarisa Gastelum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Name



**EXHIBIT 9**

**EXHIBIT 9**

Inst #: 201110130001665  
Fees: \$14.00  
N/C Fee: \$0.00  
10/13/2011 09:49:20 AM  
Receipt #: 945349  
Requestor:  
ALESSI & KOENIG LLC (JUNES  
Recorded By: MAT Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC  
9500 West Flamingo Rd., Ste 100  
Las Vegas, Nevada 89147  
Phone: 702-222-4033

A.P.N. 162-18-613-029


Trustee Sale No. 12668-3923-109

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!** You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is \$6,608.34 as of August 29, 2011 and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: Shadow Wood Homeowners' Association, Inc, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on July 7, 2011 as document number 2436, of Official Records in the County of Clark, State of Nevada. Owner(s): BANK NEW YORK COMMUNITY, of Unit 109, as per map recorded in Book 33, Pages 44, as shown on the Condominium Plan, Recorded on as document number Pending as shown on the Subdivision map recorded in Maps of the County of Clark, State of Nevada. PROPERTY ADDRESS: 3923 Gogo Wy #109, Las Vegas, NV 89103. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated July 7, 2011, executed by Shadow Wood Homeowners' Association, Inc to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: August 29, 2011

  
Naomi Eden, Alessi & Koenig, LLC on behalf of Shadow Wood Homeowners' Association, Inc

# **EXHIBIT 10**

**EXHIBIT 10**

When recorded mail to:  
Alessi & Koenig, LLC  
9500 West Flamingo Rd., Suite 205  
Las Vegas, NV 89147  
Phone: 702-222-4033

APN: 162-18-613-029

TSN 12668-3923-109

Inst #: 201201270002208  
Fees: \$17.00  
N/C Fee: \$0.00  
01/27/2012 09:32:34 AM  
Receipt #: 1049121  
Requestor:  
ALESSI & KOENIG LLC (JUNES  
Recorded By: SOL Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

### NOTICE OF TRUSTEE'S SALE

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.**

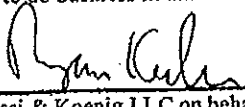
#### NOTICE IS HEREBY GIVEN THAT:

On February 22, 2012, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on July 7, 2011, as instrument number 2436, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 2:00 PM, at 9500 W Flamingo Suite 205, Las Vegas, NV 89147 (Alessi&Koenig, LLC Office Building).

The street address and other common designation, if any, of the real property described above is purported to be: 3923 Gogo Wy #109, Las Vegas, NV 89103. The owner of the real property is purported to be: BANK NEW YORK COMMUNITY

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$8,539.77. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: January 18, 2012

  
By: Ryan Kerbow, Esq. of Alessi & Koenig LLC on behalf of Shadow Wood Homeowners' Association, Inc

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

NEW YORK COMMUNITY BANCORP, INC.,

Plaintiff,

vs.

SHADOW WOOD HOMEOWNERS'  
ASSOCIATION, INC.; GOGO WAY TRUST;

No. 63180

Electronically Filed  
Jun 13 2013 02:29 p.m.

Tracie K. Lindeman  
Clerk of Supreme Court  
DOCKETING STATEMENT  
CIVIL APPEALS

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.



1. Judicial District Eighth Department 15  
County Clark Judge Silver  
District Ct. Case No. A-12-660328-C

**2. Attorney filing this docketing statement:**

Attorney Ryan Kerbow, Esq. Telephone (702) 222-4033  
Firm Alessi & Koenig, LLC  
Address 9500 W Flamingo Rd #205, Las Vegas, NV 89147

Client(s) Shadow Wood Homeowners' Association, Inc.

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Gregg A. Hubley, Esq. Telephone (858) 750-7600  
Firm Pite Duncan, LLP  
Address 702 Bridger Ave #700, Las Vegas, NV 89101

Client(s) New York Community Bancorp, Inc.

Attorney \_\_\_\_\_ Telephone \_\_\_\_\_  
Firm \_\_\_\_\_  
Address \_\_\_\_\_

Client(s) \_\_\_\_\_

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal:                                     |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction                           |
| <input checked="" type="checkbox"/> Summary judgment        | <input type="checkbox"/> Failure to state a claim                       |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute                           |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify): _____                         |
| <input type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce Decree:                                |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination     | <input type="checkbox"/> Other disposition (specify): _____             |

**5. Does this appeal raise issues concerning any of the following?**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

Not applicable

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.*, bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

New York Community Bancorp, Inc. va Shadow Wood Homeowners' Association, Inc. et al  
A-12-660328-C (Plaintiff's motion for summary judgment granted)

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

New York Community Bancorp, Inc. ("Plaintiff") obtained title to real property through a foreclosure of its first deed of trust. The Association foreclosed on the property approximately 9 months later pursuant to NRS 116.3116 et seq and its CC&Rs. Gogo Way Trust purchased the property at the Association's foreclosure sale.

Plaintiff (1) challenges the price paid at the foreclosure sale as commercially unreasonable, (2) alleges the foreclosure notices issued on behalf of the Association against Plaintiff misstate the amount owed, and (3) alleges that it tendered sufficient payment to the Association's foreclosure agent before the Association's foreclosure sale occurred to satisfy the Association's lien and cutoff the Association's right to foreclose. Plaintiff argues that the Association could only foreclose for an amount equal to nine months of monthly assessments and that the payment it made weeks before the foreclosure sale exceeded the nine month amount. The Association argues the payment tendered was insufficient. Gogo Way Trust argues it is a bona fide purchaser and its purchase should be upheld. The Court granted Plaintiff's MSJ on items (2) and (3) above.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

(1) Whether the amount of a home owners association's assessment lien is at all times limited to an amount equal to nine months worth of common area assessments and necessarily excludes any costs of collection an Association has incurred in collecting on those delinquent assessments.

(2) Whether Plaintiff's tender of payment of an amount greater than nine months worth of common area assessments weeks before the Association's foreclosure auction necessarily satisfied the Association's assessment lien.

(3) Whether Gogo Way Trust has title to the Property as a bona fide purchaser without notice.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Not applicable

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☐ N/A

☐ Yes

☒ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☐ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain: To Appellant's knowledge, the Nevada Supreme Court has not addressed the issue of whether a home owner's association assessment lien is at all times limited to an amount equal to nine months of common area assessments and necessarily excludes all costs an association has incurred in collecting the assessment delinquency

**13. Trial.** If this action proceeded to trial, how many days did the trial last? \_\_\_\_\_

Was it a bench or jury trial? \_\_\_\_\_

**14. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No

## TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from 4/10/2013

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

16. Date written notice of entry of judgment or order was served 4/16/2013

Was service by:

☐ Delivery

☒ Mail/electronic/fax

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_

Was service by:

☐ Delivery

☐ Mail

**18. Date notice of appeal filed** 5/7/2013

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

Both Shadow Wood Homeowner's Association and Gogo Way Trust have appealed in the same notice of appeal. Gogo Way Trust now has a new attorney: Michael F. Bohn, Esq., 376 E Warm Springs Rd #125, Las Vegas, NV 89119 (702) 642-3113

**19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)

**SUBSTANTIVE APPEALABILITY**

**20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

☒ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☐ Other (specify) \_\_\_\_\_

(b) Explain how each authority provides a basis for appeal from the judgment or order:  
The District Court granted Plaintiff's motion for summary judgment and entered a final order disposing of all issues in the case.

**21. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

New York Community Bancorp, Inc. (Plaintiff)

Shadow Wood Homeowners' Association, Inc. (Defendant)

Gogo Way Trust (Defendant/Counter Claimant)

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

Not applicable

**22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

New York Community Bancorp, Inc. (Plaintiff): Quiet Title; Declaratory Relief  
Date of Disposition of Claims: 4/10/2013

Gogo Way Trust (Counter Claimant): Quiet Title; Declaratory Relief  
Date of Disposition of Claims: 4/10/2013

**23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**24. If you answered "No" to question 23, complete the following:**

(a) Specify the claims remaining pending below:

Not applicable

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

**25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

Not applicable

**26. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order



## VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

Shadow Wood Homeowners' Association  
Name of appellant

Ryan Kerbow, Esq.  
Name of counsel of record

6/12/2013  
Date

Ryan Kerbow  
Signature of counsel of record

Clark County, Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 13<sup>th</sup> day of June, 2013, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Michael Bohm, Esq.  
376 E Warm Springs Rd # 125  
Las Vegas, NV 89119

Greg Hubley, Esq.  
Pite Duncan, LLP  
701 E Bridger Ave # 700  
Las Vegas, NV 89101

Dated this 13<sup>th</sup> day of June, 2013

Ryan Kerbow  
Signature