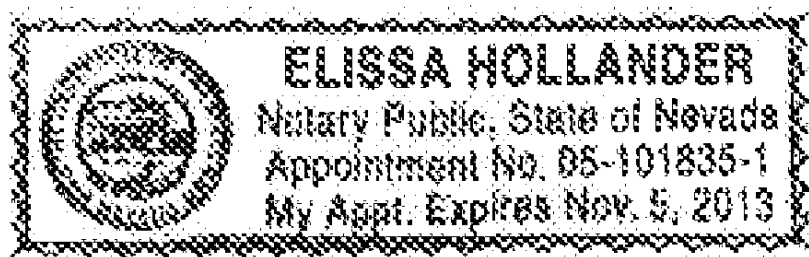


STATE OF NEVADA)
COUNTY OF CLARK)

On September 7, 2012, before me, Elissa Hollander, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



Misty Hollander

State of Nevada
Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

1. Assessor Parcel Number(s)

- a) 124-27-412-045
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
i) ☐ Other _____

3. Total Value/Sales Price of Property:

\$ 4,650.00

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value per NRS 375.010, Section 2:

\$ 4,650.00

Real Property Transfer Tax Due:

\$ 25.50

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 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 Misty Blanchard Capacity Agent

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Nevada Association Services, Inc.
Address: 8224 W. Desert Inn Road
City: Las Vegas
State: Nevada Zip: 89146

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Daisy Trust
Address: 900 S. Las Vegas Blvd., Suite 810
City: Las Vegas
State: Nevada Zip: 89101

COMPANY REQUESTING RECORDING

North American Title Company
8485 W. Sunset Road, Suite 111
Las Vegas, Nevada 89113

Escrow # 1161992

State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 27

EXHIBIT 27

⑦-1

Inst #: 201209110004365
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$20.40 Ex: #
09/11/2012 04:23:40 PM
Receipt #: 1303621
Requestor:
ALESSI & KOENIG LLC
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

A.P.N. No.138-08-611-076

TS No. 21222-8721

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **Daisy Trust**
The Foreclosing Beneficiary herein was: **El Capitan Ranch Landscape Maintenance Association**
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **\$3,700.00**
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$3,700.00**
The Documentary Transfer Tax: **\$20.40**
Property address: **8721 COUNTRY PINES AVE, LAS VEGAS, NV 89129**
Said property is in [] unincorporated area: City of **LAS VEGAS**
Trustor (Former Owner that was foreclosed on): **PATRICIA BUTLER**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded March 31, 2010 as instrument number 0002894, in Clark County, does hereby grant, without warranty expressed or implied to: **Daisy Trust (Grantee)**, all its right, title and interest in the property legally described as: **LOT 610 BLOCK 15**, as per map recorded in Book 70, Pages 1 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 September 5, 2012 at the place indicated on the Notice of Trustee's Sale.

Ryan Korbow, Esq.

Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC

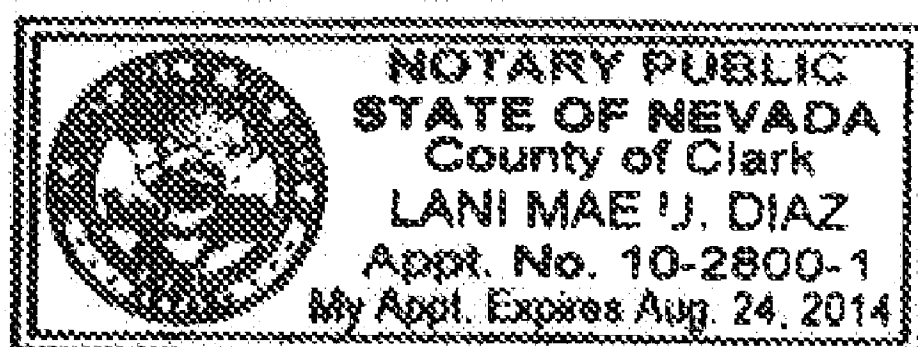
State of Nevada)
County of Clark)

SUBSCRIBED and SWORN to before me

Sept. 11, 2012

WITNESS my hand and official seal.

(Seal)



(Signature)

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 138-08-611-076
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

\$ 3,700.00

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

c. Transfer Tax Value: \$ 3,700.00

d. Real Property Transfer Tax Due \$ 20.40

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 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 _____ Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust
Address: PO Box 36208
City: Las Vegas
State: NV Zip: 89133

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

Print Name: Alessi&Koenig, 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 28

EXHIBIT 28

②-1

Inst #: 201209110004366
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$45.90 Ex: #
09/11/2012 04:23:40 PM
Receipt #: 1303621
Requestor:
ALESSI & KOENIG LLC
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

A.P.N. No.138-08-613-089

TS No. 18076-8769

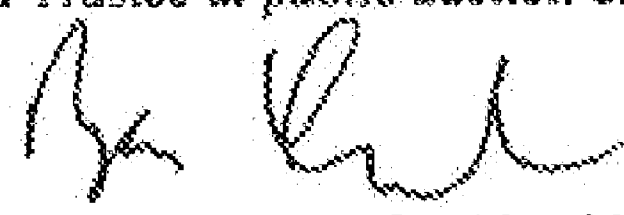
TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: Daisy Trust
The Foreclosing Beneficiary herein was: El Capitan Ranch Landscape Maintenance Association
The amount of unpaid debt together with costs (Real Property Transfer Tax Value):\$8,600.00
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$8,600.00
The Documentary Transfer Tax: \$45.90
Property address: 8769 Country View Ave., Las Vegas, NV 89129
Said property is in [] unincorporated area: City of Las Vegas
Trustor (Former Owner that was foreclosed on): Claire Ali

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded September 9, 2009 as instrument number 0003952, in Clark County, does hereby grant, without warranty expressed or implied to: Daisy Trust (Grantee), all its right, title and interest in the property legally described as: Lot 705 Block 17, as per map recorded in Book 71, Pages 58 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 September 5, 2012 at the place indicated on the Notice of Trustee's Sale.

Ryan Kerbow, Esq. 
Signature of AUTHORIZED AGENT for Alessi&Koenig, LLC

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN to before me _____

WITNESS my hand and official seal.
(Seal)

(Signature)

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 138-08-613-089
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

\$ 8,600.00

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

c. Transfer Tax Value: \$ 8,600.00

d. Real Property Transfer Tax Due \$ 45.90

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 [Signature] Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust
Address: PO Box 36208
City: Las Vegas
State: NV Zip: 89133

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

Print Name: Alessi&Koenig, 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 29

EXHIBIT 29

②-1

Inet #: 201209110004367

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$33.15 Ex: #

09/11/2012 04:23:40 PM

Receipt #: 1303621

Requestor:

ALESSI & KOENIG LLC

Recorded By: ANI Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

A.P.N. No.176-10-613-016

TS No. 17946-7623

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: Daisy Trust
The Foreclosing Beneficiary herein was: Nevada Trails II Community Association
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$6,300.00
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$6,300.00
The Documentary Transfer Tax: \$33.15
Property address: 7623 Cascade Ridge Ct., Las Vegas, NV 89113
Said property is in [] unincorporated area: City of Las Vegas
Trustor (Former Owner that was foreclosed on): Sung Chang

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded September 1, 2009 as instrument number 0003452, in Clark County, does hereby grant, without warranty expressed or implied to: Daisy Trust (Grantee), all its right, title and interest in the property legally described as: Lot 16, as per map recorded in Book 117, Pages 1 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 September 5, 2012 at the place indicated on the Notice of Trustee's Sale.

Ryan Kerbow, Esq.

Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC

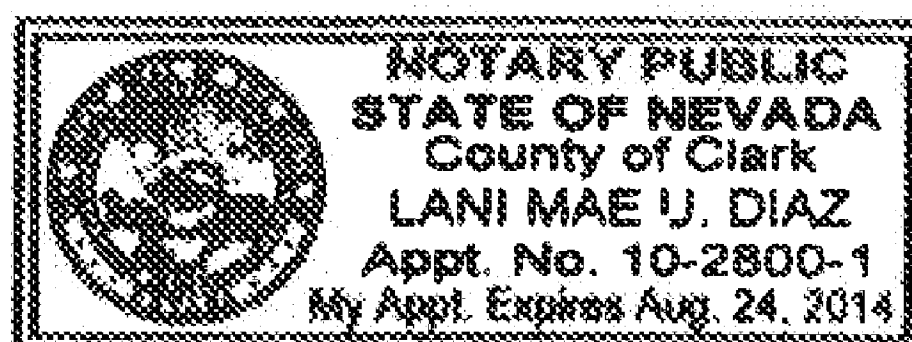
State of Nevada)
County of Clark)

SUBSCRIBED and SWORN to before me

Sept. 11, 2012

WITNESS my hand and official seal.
(Seal)

(Signature)



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 176-10-613-016
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property

\$ 6,300.00

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

c. Transfer Tax Value: \$ 6,300.00

d. Real Property Transfer Tax Due \$ 33.15

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 _____

Capacity: Grantor

Signature _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust
Address: PO Box 36208
City: Las Vegas
State: NV Zip: 89133

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

Print Name: Alessi&Koenig, 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 30

EXHIBIT 30

Inst #: 201209200001819

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$43.35 Ex: #

09/20/2012 09:34:48 AM

Receipt #: 1313970

Requestor:

NORTH AMERICAN TITLE COMPAN

Recorded By: MAT Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

③-1

Please mail tax statement and
when recorded mail to:
Daisy Trust
900 S. Las Vegas Blvd. Ste. 810
Las Vegas, Nevada 89101

FORECLOSURE DEED

APN # 164-25-713-018

North American Title #45010-11-31002

NAS # N63482

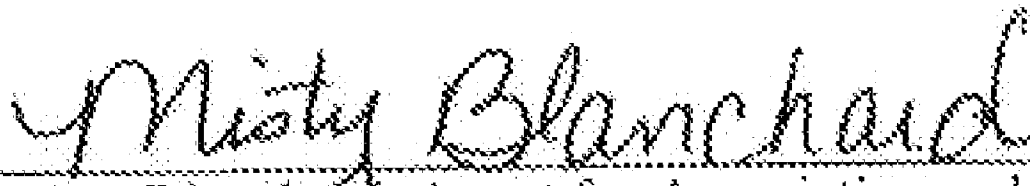
The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Ladera Park Homeowner's Association), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded January 5, 2011 as instrument number 0002507 Book 20110105, in Clark County. The previous owner as reflected on said lien is Samer M. Issa. Nevada Association Services, Inc. as agent for Ladera Park Homeowner's Association does hereby grant and convey, but without warranty expressed or implied to: Daisy Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: Summerlin Village 16 Ladera Phase 1, Plat Book 119, Page 68, Lot 27 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Ladera Park Homeowner's Association governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 3/2/2011 as instrument # 0001284 Book 20110302 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Ladera Park Homeowner's Association at public auction on 7/13/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$8,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: September 17, 2012



By Misty Blanchard, Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On September 17, 2012, before me, Elissa Hollander, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



Misty Blanchard

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 164-25-713-018
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property

\$ 8100.00

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

c. Transfer Tax Value:

\$ 8100.00

d. Real Property Transfer Tax Due

\$ 43.35

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 Misty Blanchard Capacity: Agent

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Nevada Association Services
Address: 6224 W. Desert Inn Road
City: Las Vegas
State: Nevada Zip: 89121

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust
Address: 900 S. Las Vegas Blvd. Ste 810
City: Las Vegas
State: Nevada Zip: 89101

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

North American Title Company
8485 W. Sunset Road, Suite 111
Las Vegas, Nevada 89113

Escrow # 31002 / N63482
State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 31

EXHIBIT 31

3-1

Inst #: 201209200001821
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$38.25 Ex: #
09/20/2012 09:34:48 AM
Receipt #: 1313970
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: MAT Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
Daisy Trust
900 S. Las Vegas Blvd. Ste 810
Las Vegas, Nevada 89101

FORECLOSURE DEED

APN # 161-26-314-020
North American Title #45010-11-35098

NAS # N67084

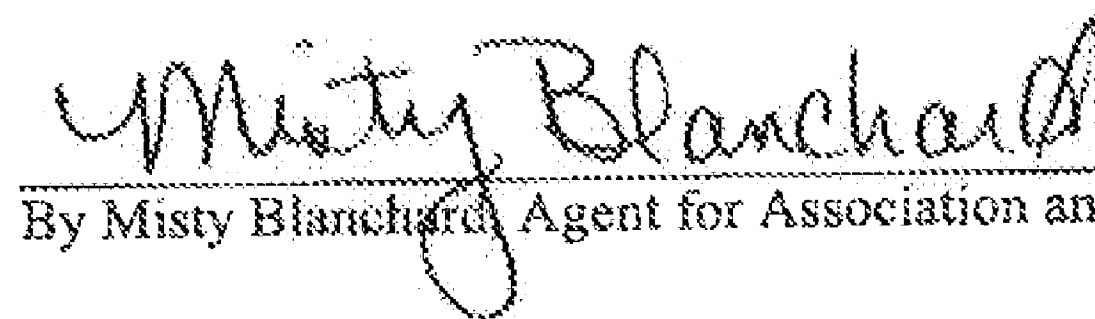
The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Copper Creek Estates), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded June 17, 2011 as instrument number 0000047 Book 20110617, in Clark County. The previous owner as reflected on said lien is Jamaime T Smith. Nevada Association Services, Inc. as agent for Copper Creek Estates does hereby grant and convey, but without warranty expressed or implied to: Daisy Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: Copper Creek Est, Plat Book 130, Page 16, Lot 37 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Copper Creek Estates governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 11/14/2011 as instrument # 0001337 Book 20111114 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Copper Creek Estates at public auction on 5/11/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$7,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: September 17, 2012



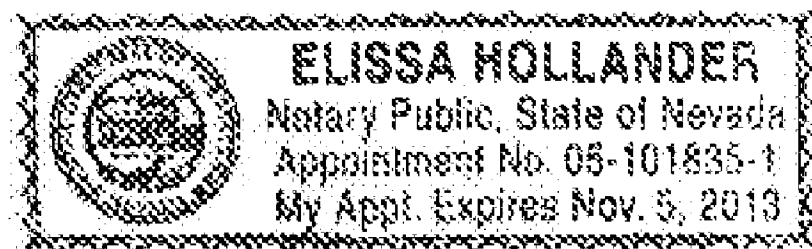
By Misty Blanchard, Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On September 17, 2012, before me, Elissa Hollander, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



Elissa Hollander

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 161-26-314-020
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

\$ 7100.00

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

c. Transfer Tax Value: \$ 7100.00

d. Real Property Transfer Tax Due \$ 38.25

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 Misty Blanchard Capacity: Agent

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Nevada Association Services

Address: 6224 W. Desert Inn Road

City: Las Vegas

State: Nevada Zip: 89121

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust

Address: 900 S. Las Vegas Blvd. Ste 810

City: Las Vegas

State: Nevada Zip: 89101

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

North American Title Company
8485 W. Sunset Road, Suite 111
Las Vegas, Nevada 89113

Escrow # 35098 / N67084

State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 32

EXHIBIT 32

Inst #: 201209250000454
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$45.90 Ex: #
09/25/2012 08:00:52 AM
Receipt #: 1318332
Requestor:
ALESSI & KOENIG LLC
Recorded By: DXI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

A.P.N. No. 176-21-811-012

TS No. 24259-9576

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: Daisy Trust
The Foreclosing Beneficiary herein was: Tramonto Villaggio Homeowners Association
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$9,000.00
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$9,000.00
The Documentary Transfer Tax: \$45.90
Property address: 9576 TRATTORIA ST, LAS VEGAS, NV 89178
Said property is in [] unincorporated area: City of LAS VEGAS
Trustor (Former Owner that was foreclosed on): VAHAG STEPANYAN

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded November 16, 2010 as instrument number 3918, in Clark County, does hereby grant, without warranty expressed or implied to: Daisy Trust (Grantee), all its right, title and interest in the property legally described as: LOT 12, as per map recorded in Book 120, Pages 39 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 September 19, 2012 at the place indicated on the Notice of Trustee's Sale.

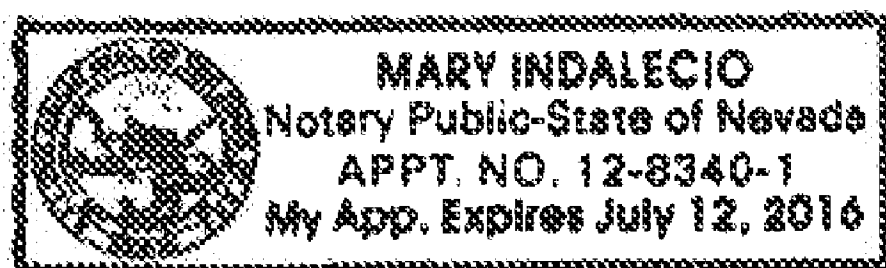
Ryan Kerbow, Esq. 
Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN to before me 9/24 12

WITNESS my hand and official seal.
(Seal)


(Signature)



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 176-21-811-012
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

\$ 9,000.00

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

c. Transfer Tax Value: \$ 9,000.00

d. Real Property Transfer Tax Due \$ 45.90

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 [Signature] Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust
Address: PO Box 36208
City: Las Vegas
State: NV Zip: 891336

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

Print Name: Alessi&Koenig, 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 33

EXHIBIT 33

2-1

Inet #: 201209280000564
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$35.70 Ex: #
09/28/2012 08:01:06 AM
Receipt #: 1323737
Requestor:
ALESSI & KOENIG LLC
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

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

A.P.N. No. 124-25-412-005

TS No. 3199-2532

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **Daisy Trust**
The Foreclosing Beneficiary herein was: **Sundance at the Shadows Homeowners Association**
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **\$6,900.00**
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$6,900.00**
The Documentary Transfer Tax: **\$35.70**
Property address: **2532 Cattrack Ave., North Las Vegas, NV 89081**
Said property is in [] unincorporated area: **City of North Las Vegas**
Truster (Former Owner that was foreclosed on): **Martin Lopez**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded June 4, 2010 as instrument number 000652, in Clark County, does hereby grant, without warranty expressed or implied to: **Daisy Trust**

(Grantee), all its right, title and interest in the property legally described as: **Lot 403**, as per map recorded in Book 119, Pages 14 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 September 12, 2012 at the place indicated on the Notice of Trustee's Sale.

Ryan Kerbow, Esq.

Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC

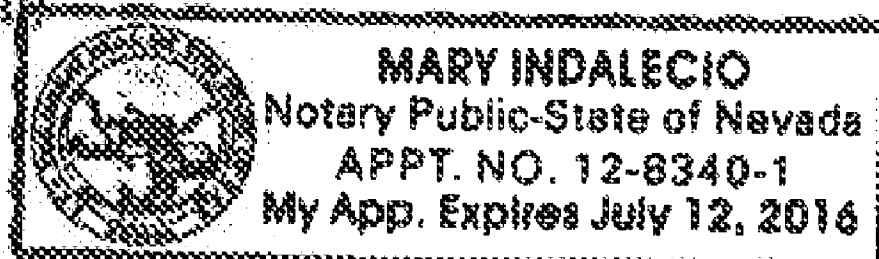
State of Nevada)
County of Clark)

SUBSCRIBED and SWORN to before me 09/19/12

WITNESS my hand and official seal.

(Sex)

(Signature)



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 124-25-412-005
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

\$ 6,900.00

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

c. Transfer Tax Value: \$ 6,900.00

d. Real Property Transfer Tax Due \$ 35.70

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 [Signature] Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust
Address: PO 36208
City: Las Vegas
State: NV Zip: 89133

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

Print Name: Alessi&Koenig, 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 34

EXHIBIT 34

CIVIL COVER SHEET

A- 13- 679095- C

CLARK

County, Nevada

XVI I I

Case No. _____

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): DAISY TRUST	Defendant(s) (name/address/phone): WELLS FARGO BANK, NA, MTC FINANCIAL INC., dba TRUSTEE CORPS, DONALD K. BLUME AND CYNTHIA S. BLUME
Attorney (name/address/phone): MICHAEL F. BOHN, Esq. 376 E. Warm Springs Road Suite 125 Las Vegas, NV 89119 (702) 642-3113	Attorney (name/address/phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☐ **Arbitration Requested**

Civil Cases

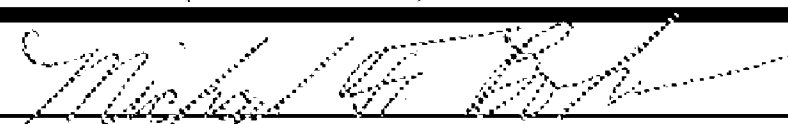
Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	Negligence <input type="checkbox"/> Negligence -- Auto <input type="checkbox"/> Negligence -- Medical/Dental <input type="checkbox"/> Negligence -- Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence -- Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair competition
Probate	Other Civil Filing Types	
<input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment - Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recover of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark and Washoe Counties only.)

<input type="checkbox"/> NRS Chapters 78-88	<input type="checkbox"/> Investments (NRS 104 Art. 8)	<input type="checkbox"/> Enhanced Case Mgmt/Business
<input type="checkbox"/> Commodities (NRS 90)	<input type="checkbox"/> Deceptive Trade Practices (NRS 598)	<input type="checkbox"/> Other Business Court Matters
<input type="checkbox"/> Securities (NRS 90)	<input type="checkbox"/> Trademarks (NRS 600A)	

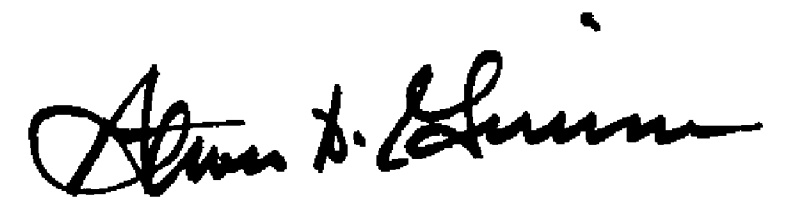
MARCH 28, 2013

Date



Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

1 **COMP**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.
7 376 East Warm Springs Road, Ste. 125
8 Las Vegas, Nevada 89119
9 (702) 642-3113/ (702) 642-9766 FAX
10 Attorney for plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

11 DAISY TRUST

12 Plaintiff,

13 vs.

14 WELLS FARGO BANK NA, MTC
15 FINANCIAL, INC., dba TRUSTEE CORPS,
16 DONALD K. BLUME and CYNTHIA S.
17 BLUME

18 Defendants.

CASE NO.: **A- 13- 679095- C**
DEPT NO.: **XVI I I**

EXEMPTION FROM ARBITRATION:
Title to real property

COMPLAINT

19 Plaintiff, Daisy Trust, by and through it's attorney, Michael F. Bohn, Esq. alleges as follows:

20 1. Plaintiff is the owner of the real property commonly known as 10209 Dove Row Avenue,
21 Las Vegas, Nevada.

22 2. Plaintiff obtained title by way of foreclosure deed recorded on August 9, 2012.

23 3. The plaintiff's title stems from a foreclosure deed arising from a delinquency in
24 assessments due from the former owner to the Westminster at Providence Association, pursuant to
25 NRS Chapter 116.

26 4. Defendant Wells Fargo Home NA is the assignee of a deed of trust which was recorded as
27 an encumbrance to the subject property on September 28, 2007.

1 5. Defendant MTC Financial dba Trustee Corps is the trustee on the deed of trust.

2 8. Defendants Donald K. Blume and Cynthia S. Blume are the former owner of the subject
3 real property.

9. The interest of each of the defendants has been extinguished by reason of the foreclosure sale resulting from a delinquency in assessments due from the former owners, Donald K. Blume and Cynthia S. Blume to the Westminster at Providence Association, pursuant to NRS Chapter 116.

7 10. Nonetheless, defendant Wells Fargo has recorded a notice of default and election to sell
8 under it's deed of trust pursuant to NRS 107.080.

9 11. Defendant Wells Fargo has failed to provide statutory notice of the foreclosure to the
10 plaintiff .

11 12. Plaintiff is entitled to an injunction prohibiting the foreclosure sale from proceeding.

12 || 13. The plaintiff is entitled to an award of attorneys fees and costs.

SECOND CLAIM FOR RELIEF

14. Plaintiff repeats the allegations contained in paragraphs 1 through 13.

15 15. Plaintiff is entitled to a determination from this court, pursuant to NRS 40.010 that the
16 plaintiff is the rightful owner of the property and that the defendants have no right, title, interest or
17 claim to the subject property.

18 16. The plaintiff is entitled to an award of attorneys fees and costs.

19 **THIRD CLAIM FOR RELIEF**

20 || 17. Plaintiff repeats the allegations contained in paragraphs 1 through 16.

18. Plaintiff seeks a declaration from this court, pursuant to NRS 40.010, that title in the property is vested in plaintiff free and clear of all liens and encumbrances, that the defendants herein have no estate, right, title or interest in the property, and that defendants are forever enjoined from asserting any estate, title, right, interest, or claim to the subject property adverse to the plaintiff.

25 19. The plaintiff is entitled to an award of attorneys fees and costs.

26 WHEREFORE, plaintiff prays for Judgment as follows:

27 | 1. For injunctive relief;

2. For a determination and declaration that plaintiff is the rightful holder of title to the property, free and clear of all liens, encumbrances, and claims of the defendants.

3. For a determination and declaration that the defendants have no estate, right, title, interest or claim in the property.

4. For a judgment forever enjoining the defendants from asserting any estate, right, title, interest or claim in the property; and

5. For such other and further relief as the Court may deem just and proper.

DATED this 28th day of March 2013.

LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.

By: / s / Michael F. Bohn, Esq. /
Michael F. Bohn, Esq.
376 East Warm Springs Road, Ste. 125
Las Vegas, Nevada 89119
Attorney for plaintiff

1 **IAFD**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.
7 376 East Warm Springs Road, Ste. 125
8 Las Vegas, Nevada 89119
9 (702) 642-3113/ (702) 642-9766 FAX
10 Attorney for plaintiff

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
DISTRICT COURT
CLARK COUNTY, NEVADA

DAISY TRUST

Plaintiff,

vs.

WELLS FARGO BANK NA, MTC
FINANCIAL, INC., dba TRUSTEE CORPS,
DONALD K. BLUME and CYNTHIA S.
BLUME

Defendants.

CASE NO.:
DEPT NO.:

INITIAL APPEARANCE FEE DISCLOSURE

Pursuant to NRS Chapter 19, filing fees are submitted for the party appearing in the above-entitled action as indicated below:

Daisy Trust Plaintiff \$270.00

TOTAL REMITTED: \$270.00

DATED this 28th day of March 2013.

LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.

By: /s/ Michael F. Bohn, Esq. /
MICHAEL F. BOHN, ESQ.
376 East Warm Springs Road, Ste. 125
Las Vegas, Nevada 89119
Attorney for plaintiff

EXHIBIT 35

EXHIBIT 35

A-13-675183-C

XVI

Case No. _____
(Assigned by Clerk's Office)

I. Party Information

Plaintiff **DAISY TRUST**

Attorney Michael F. Bohn, Esq

376 E. Warm Springs Road, Ste. 125

Las Vegas NV 89119 (702) 642-3113

**Defendants WELLS FARGO BANK, NA; NATIONAL
DEFAULT SERVICING CORPORATION;
NEVADA LEGAL NEWS, LLC, and RICHARD G.
WEIMER**

Attorney N/A

II. Nature of Controversy EXEMPTION FROM ARBITRATION Title to Real Property

Civil Cases

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens X Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court <i>(also check applicable civil case box)</i> <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

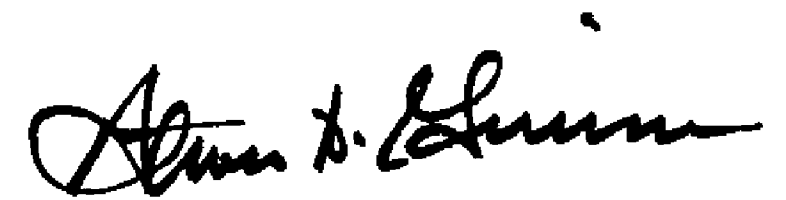
- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

January 16, 2013

/ S / Michael F. Bohn, Esq. /

Date _____

Signature of initiating party or representative



CLERK OF THE COURT

1 **COMP**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.
7 376 East Warm Springs Road, Ste. 125
8 Las Vegas, Nevada 89119
9 (702) 642-3113/ (702) 642-9766 FAX
10 Attorney for plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

11 DAISY TRUST

12 Plaintiff,

13 vs.

14 WELLS FARGO BANK, NA; NATIONAL
15 DEFAULT SERVICING CORPORATION;
16 NEVADA LEGAL NEWS, LLC, and
17 RICHARD G. WEIMER

18 Defendants

CASE NO.: A - 13 - 675183 - C
DEPT NO.: XVI

EXEMPTION FROM ARBITRATION:
Title to real property

COMPLAINT

19 Plaintiff, Daisy Trust, by and through it's attorney, Michael F. Bohn, Esq. alleges as follows:

20 1. Plaintiff is the owner of the real property commonly known as 8302 Bowman Woods, Las
21 Vegas, Nevada.

22 2. Plaintiff obtained title to the property by foreclosure deed recorded September 11, 2012,
23 recorded as instrument number 20120911-0002113.

24 3. The plaintiff's title stems from a foreclosure deed arising from a delinquency in
25 assessments due from the former owner to the Butler Estates Homeowners Association, pursuant to
26 NRS Chapter 116.

27 4. Defendant Wells Fargo Bank is the beneficiary of a deed of trust which was recorded as an
28

1 encumbrance to the subject property on September 16, 2008 as instrument number 20080916-
2 0002496. Defendant National Default Servicing Company is the trustee on this deed of trust.

3 5. Nevada Legal News, LLC is the foreclosure agent designed by the co-defendants to
4 conduct foreclosure sales on behalf of the defendant bank.

5 6. Defendant Richard G. Weimer is the former owner of the subject real property.

6 7. The interest of each of the defendants has been extinguished by reason of the foreclosure
7 sale resulting from a delinquency in assessments due from the former owner, Richard G. Weimer to
8 the Butler Estates Homeowners Association, pursuant to NRS Chapter 116.

9 8. Nonetheless, defendants Wells Fargo Bank and National Default Servicing have recorded a
10 notice of default and election to sell under it's deed of trust pursuant to NRS 107.080.

11 9. Plaintiff is entitled to an injunction prohibiting the foreclosure sale from proceeding.

12 10. The plaintiff is entitled to an award of attorneys fees and costs.

13 **SECOND CLAIM FOR RELIEF**

14 11. Plaintiff repeats the allegations contained in paragraphs 1 through 10.

15 12. Plaintiff is entitled to a determination from this court, pursuant to NRS Chapter 40 that
16 the plaintiff is the rightful owner of the property and that the defendants have no right, title, interest
17 or claim to the subject property.

18 13. The plaintiff is entitled to an award of attorneys fees and costs.

19 **THIRD CLAIM FOR RELIEF**

20 14. Plaintiff repeats the allegations contained in paragraphs 1 through 13.

21 15. Plaintiff seeks a declaration from this court, pursuant to NRS Chapter 40, that title in the
22 property is vested in plaintiff free and clear of all liens and encumbrances, that the defendants herein
23 have no estate, right, title or interest in the property, and that defendants are forever enjoined from
24 asserting any estate, title, right, interest, or claim to the subject property adverse to the plaintiff.

25 16. The plaintiff is entitled to an award of attorneys fees and costs.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

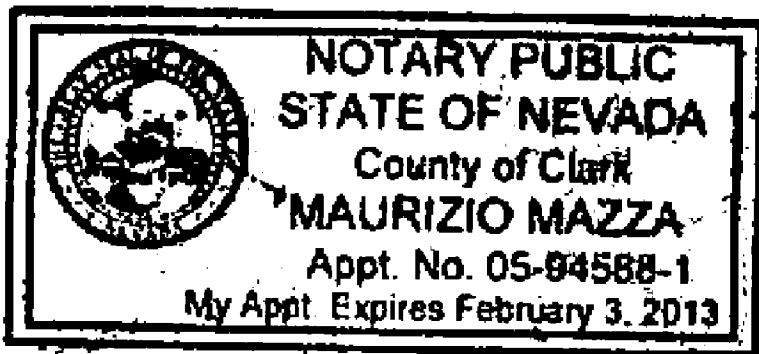
Iyad Haddad, being first duly sworn, deposes and says;

That he is the manager of the trustee of plaintiff trust, and that he has read the foregoing complaint and knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein alleged on information and belief, and as to those matters, he believes them to be true.

IYAD HADBAD

SUBSCRIBED and SWORN to before me
this 16th day of January, 2013.

NOTARY PUBLIC in and for said
County and State



1 **IAFD**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.
7 376 East Warm Springs Road, Ste. 125
8 Las Vegas, Nevada 89119
9 (702) 642-3113/ (702) 642-9766 FAX

10 Attorney for plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

11 DAISY TRUST

12 Plaintiff,

13 vs.

14 WELLS FARGO BANK, NA; NATIONAL
15 DEFAULT SERVICING CORPORATION;
16 NEVADA LEGAL NEWS, LLC, and RICHARD
17 G. WEIMER

18 Defendants.

CASE NO.: A-13-675183-C
DEPT NO.: XVI

19 **INITIAL APPEARANCE FEE DISCLOSURE**

20 Pursuant to NRS Chapter 19, filing fees are submitted for the party appearing in the above-
21 entitled action as indicated below:

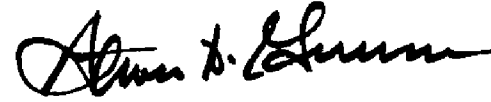
22 DAISY TRUST, Plaintiff \$270.00

23 TOTAL REMITTED: \$270.00

24 DATED this 5th day of January 2013.

25 LAW OFFICES OF
26 MICHAEL F. BOHN, ESQ., LTD.

27 By: /s/ Michael F. Bohn, esq. /
28 MICHAEL F. BOHN, ESQ.
376 East Warm Springs Road, Ste. 125
Las Vegas, Nevada 89119
Attorney for plaintiff



CLERK OF THE COURT

JOPP

Michael E. Sullivan, Esq.
Nevada Bar No. 5142
E-mail: MSullivan@rbsllaw.com
ROBISON, BELAUSTEGUI, SHARP & LOW
A Professional Corporation
71 Washington Street
Reno, NV 89503
Tel: 775.329.3151

Richard J. Reynolds
Nevada Bar No. 11864
E-mail: rreynolds@bwslaw.com
BURKE, WILLIAMS & SORENSEN, LLP
1851 East First Street, Suite 1550
Santa Ana, CA 92705-4067
Tel: 949.863.3363 Fax: 949.863.3350

Attorneys for Defendant
MTC FINANCIAL INC. dba TRUSTEE CORPS
(erroneously sued herein as MTC FINANCIAL,
INC., dba TRUSTEE CORPS

DISTRICT COURT

CLARK COUNTY, NEVADA

DAISY TRUST,

Plaintiff,

v.

WELLS FARGO BANK NA, MTC
FINANCIAL, INC., dba TRUSTEE
CORPS, DONALD K. BLUME and
CYNTHIA S. BLUME,

Defendants.

Case No. A-13-679095-C

Dept.: 23

**DEFENDANT MTC FINANCIAL INC. dba
TRUSTEE CORPS' NOTICE OF JOINDER
IN AND TO THE FOLLOWING:**

**DEFENDANT WELLS FARGO BANK,
N.A.'s COMBINED OPPOSITION TO
EX PARTE MOTION FOR TEMPORARY
RESTRAINING ORDER; OR
ALTERNATIVELY FOR ORDER TO
SHOW CAUSE; AND**

**DEFENDANT WELLS FARGO BANK,
N.A.'s COUNTERMOTION TO DISMISS**

///

///

///

1 COMES NOW, Defendant MTC FINANCIAL INC. dba TRUSTEE CORPS ("TRUSTEE
2 CORPS"), and by and through its counsel of record, and hereby files this Joinder in and to the
3 following:

- 4 1. Defendant Wells Fargo Bank, N.A.'s Combined Opposition to Ex Parte
5 Motion for Temporary Restraining Order; or Alternatively for Order to Show Cause; and
6 2. Defendant Wells Fargo Bank, N.A.'s Countermotion to Dismiss.

7 This Joinder is based on this Notice of Joinder, the Memorandum of Points and
8 Authorities found within Wells Fargo Bank, N.A.'s foregoing moving papers, and all pleadings
9 and papers on file in this matter as well as any oral argument at the anticipated hearing thereon.

10 **AFFIRMATION**

11 **Pursuant to NRS 239B.030**

12 * * * * *

13 The undersigned does hereby affirm that this document does not contain the Social
14 Security Number of any person.

15 DATED this 22nd day of May, 2013.

16
17 ROBISON, BELAUSTEGUI, SHARP & LOW
18 a Professional Corporation
19 71 Washington Street
20 Reno, NV 89503

21 By: 

22 Michael E. Sullivan, Esq.

23 Attorneys for Defendant
24 MTC FINANCIAL INC. dba TRUSTEE
25 CORPS
26
27
28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, BELAUSTEGUI,
3 SHARP & LOW, and that on this date I caused to be served a true copy of **DEFENDANT MTC**
4 **FINANCIAL INC. dba TRUSTEE CORPS' NOTICE OF JOINDER IN AND TO THE**
5 **FOLLOWING: DEFENDANT WELLS FARGO BANK, N.A.'S COMBINED**
6 **OPPOSITION TO EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER;**
7 **OR ALTERNATIVELY FOR ORDER TO SHOW CAUSE; AND DEFENDANT WELLS**
8 **FARGO BANK, N.A.'S COUNTERMOTION TO DISMISS** on all parties to this action by the
9 method(s) indicated below:
10

11 ☒ by placing an original or true copy thereof in a sealed envelope, with sufficient
12 postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

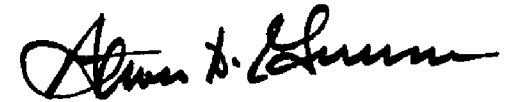
13 Michael F. Bohn, Esq.
14 Michael F. Bohn, Esq., Ltd.
15 376 E. Warm Springs Road, Suite 125
16 Las Vegas, NV 89119
17 *Attorneys for Plaintiff Daisy Trust*

18 Amy F. Sorenson, Esq.
19 Richard C. Gordon, Esq.
20 Robin E. Perkins, Esq.
21 Snell & Wilmer L.L.P.
22 3883 Howard Hughes Parkway, Suite 1100
23 Las Vegas, NV 89169
24 *Attorneys for Defendant Wells Fargo Bank, N.A.*

25 Gregory L. Wilde, Esq.
26 Tiffany & Bosco, P.A.
27 212 S. Jones Blvd.
28 Las Vegas, Nevada 89107
Attorneys for National Default Servicing Corp.

DATED this 22 day of May, 2013.


MERNA MEIER



CLERK OF THE COURT

1 NNOP
2 Amy F. Sorenson, Esq.
3 Nevada Bar No. 12495
4 Richard C. Gordon, Esq.
5 Nevada Bar No. 9036
6 Robin E. Perkins, Esq.
7 Nevada Bar No. 9891
8 SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone: (702) 784-5200
Facsimile: (702) 784-5252
asorenson@swlaw.com
rgordon@swlaw.com
rperkins@swlaw.com

9 *Attorneys for Defendant Wells Fargo Bank, N.A.*

10
11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 DAISY TRUST,

14 Plaintiff,

15 vs.

16 WELLS FARGO BANK, N.A.; MTC
17 FINANCIAL, INC., dba TRUSTEE
18 CORPS, DONALD K. BLUME and
CYNTHIA S. BLUME,

19 Defendants.

CASE NO. A-13-679095-C
DEPT. XVIII

**NOTICE OF NON-OPPOSITION TO
WELLS FARGO BANK, N.A.'S
COUNTERMOTION TO DISMISS**

20 PLEASE TAKE NOTICE that Plaintiff Daisy Trust has not filed an opposition, counter-
21 affidavit, or other response to Defendant Wells Fargo Bank, N.A.'s Combined Opposition to Ex
22 Parte Motion for Temporary Restraining Order; or Alternatively for Order to Show Cause and
23 Countermotion to Dismiss ("Countermotion to Dismiss"). Wells Fargo's Countermotion to
24 Dismiss was filed and served on May 21, 2013. Pursuant to the Stipulation and Order to Set
25 Hearing on Order to Show Cause Why a Preliminary Injunction Should Not Issue, filed on May
26 16, 2013, the deadline for Plaintiff to file its opposition to the Countermotion to Dismiss was May
27 28, 2013.

Snell & Wilmer

L.L.P.

LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
(702) 784-5200

1 To date, Plaintiff has failed to file any opposition or response to Wells Fargo's
2 Countermotion to Dismiss. Pursuant to EDCR 2.20(e), Plaintiff's failure to serve and file a
3 written opposition "may be construed as an admission that the motion ... is meritorious and a
4 consent to granting the same." Additionally, pursuant to EDCR 2.23(b), "[i]f the time to oppose a
5 motion has passed and no opposition has been filed, counsel for the moving party may submit an
6 order granting the motion pursuant to Rule 2.20 to the chambers of the assigned department."

7 Accordingly, Wells Fargo respectfully requests that the Court grant its Countermotion to
8 Dismiss.

9 Dated this 30 day of May, 2013 SNELL & WILMER LLP.

11 By: Robin E. Perkins
12 Amy F. Sorenson, Esq.
13 Richard C. Gordon, Esq.
14 Robin E. Perkins, Esq.
15 3883 Howard Hughes Parkway
16 Suite 1100
17 Las Vegas, Nevada 89169
18 Attorneys for Defendant Wells Fargo Bank,
19 N.A.
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing **NOTICE OF NON-OPPOSITION TO WELLS FARGO BANK, N.A.'S COUNTERMOTION TO DISMISS** by the method indicated:

 X U.S. Mail
 U.S. Certified Mail
 Facsimile Transmission
 Overnight Mail
 Federal Express
 Hand Delivery
 Electronic Filing

and addressed to the following:

Michael F. Bohn, Esq.
Law Offices of Michael F. Bohn, Esq., Ltd.
376 E. Warm Springs Rd., Ste. 125
Las Vegas, NV 89119
Attorneys for Plaintiff

DATED May 30, 2013

Alan S. Wilmer
An Employee of Snell & Wilmer LLP

17263110

unless Plaintiff did not first make a good faith effort to obtain the discovery without court action. Under NRCP 37(a)(4)(B), if the motion is denied, the Court shall, after affording an opportunity to be heard, require the movant to pay the defending party the reasonable expenses incurred in opposing the motion, unless the Court finds the motion was substantially justified or that other circumstances make an award of expenses unjust.

Here, Plaintiff has failed to comply with the requirement of NRCP 37(a) (2) (A) by providing a certification that it conferred or attempted to confer with the Defendant in an effort to secure the disclosure without court action. Furthermore, none of the claims rises to the level of sanctionable behavior. Accordingly, the motion is advanced and denied.

The Defendant has requested sanctions pursuant to NRCP 37(a) (4) (B). Although the Court finds that Plaintiff failed to comply with the certification requirement of NRCP 37(a)(2)(A) and that the Defendant's actions do not rise to the level of sanctionable behavior, the Court finds that because of the vagueness of some of the Defendant's submitted discovery, the Plaintiff's motion was substantially justified. Accordingly, Defendant's Countermotion is advanced and denied. Accordingly, COURT FURTHER ORDERED, the June 29, 2011 hearing on Plaintiff's Motion for Sanctions and Defendant's Countermotion for Sanctions before the Discovery Commissioner is advanced and VACATED. The December 7, 2011 Pre-Trial Conference, December 21, 2011 Calendar Call, and January 3, 2012 Bench Trial are VACATED.

Attorney Hahn is directed to prepare and submit the written order.

EXHIBIT 16

EXHIBIT 16

APN: 124-27-113-010
TS No.: 2011-4900
Title Order No.: 5901896

WHEN RECORDED MAIL TO:
FORWARD TAX STATEMENTS TO:
Daisy Trust
900 S Las Vegas Blvd#810
Las Vegas, NV 89101

Inst #: 201208100001702
Fees: \$18.00 N/C Fee: \$25.00
RPTT: \$22.95 Ex: #
08/10/2012 12:40:04 PM
Receipt #: 1267886
Requestor:
RESOURCES GROUP
Recorded By: STN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

TRUSTEE'S DEED UPON SALE

The undersigned declares: ~~\$22.95~~

ATC Assessment Collection Group, LLC, herein called trustee for Hometown Encore Owners Association, Inc., as the duly appointed Trustee under the Notice of Delinquent Assessment Lien, recorded on 7/27/2011 as Document No. 0002404 Book 20110727 Page of Official Records in the Office of the Recorder of Clark County, Nevada. The previous owner as reflected on said lien is Frank A. Jones.

ATC Assessment Collection Group, LLC as agent for Hometown Encore Owners Association, Inc. does hereby grant and convey, but without warranty expressed or implied to Daisy Trust (herein called Grantee), that portion of its right, title and interest secured by the non-priority portion of its lien under NRS 116.3116 in and to that certain property legally described as: Legal Unit No.: Lot 10 Tract Hometown Encore, Block 1 Book 84 Page 38 of Maps.

Commonly known as: 6231 Brick Oven Street
North Las Vegas, NV 89031

RECITALS:


This conveyance is made pursuant to the powers granted to association claimant and conferred upon appointed trustee by the provisions of the Declaration of Covenants, Conditions, and Restrictions recorded 5/12/1998 as Instrument No. 01569 Book 980512 Page County of Clark and pursuant to NRS 116.3115 et. seq. and NRS 116.3116 through 116.31168 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, recorded on as Document No. Book Page of Official Records in the Office of the Recorder of Clark County, Nevada. ATC Assessment Collection Group, LLC has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment Lien and Notice of Default and the Posting and Publication of the Notice of Sale.

APN: 124-27-113-010
TS No.: 2011-4900
Title Order No.: 5901896

Said property was sold by said Trustee at public auction on 8/1/2012 at the place named in the Notice of Trustee's Sale, in the County of Clark, Nevada, in which the property is situated. Grantee, being the highest bidder at such sale, became the purchaser of said property and paid therefore to said trustee the amount bid, being \$4,200.00, in lawful money of the United States, or by the satisfaction, pro tanto, of the obligations then due and payable to association claimant in excess of the Super-Priority Lien set forth in NRS 116.3116 et. seq.

Dated: August 6, 2012

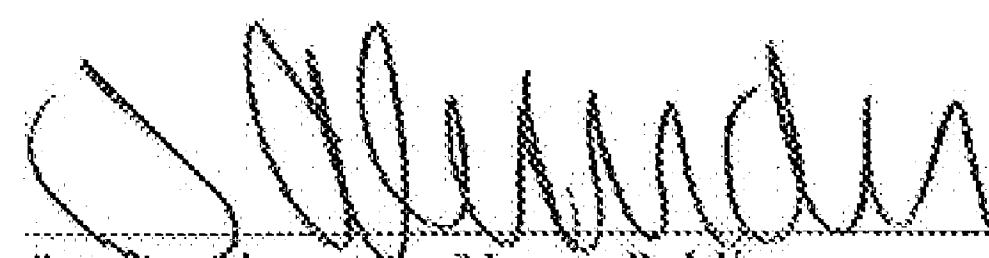
By:

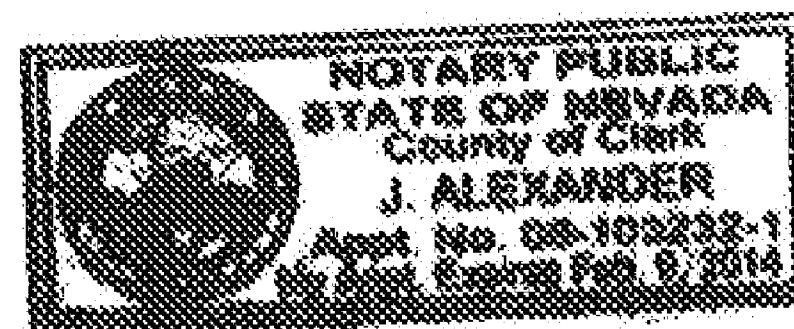

Toni Gilbert, ATC Assessment Collection Group, LLC, as Trustee for Hometown Encore Owners Association, Inc.

STATE OF NEVADA)
COUNTY OF CLARK)

On August 6, 2012 before me, Jessica Alexander, a Notary Public, personally appeared Toni Gilbert personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Jessica Alexander, Notary Public



STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a) 124-27-113-010
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. Total Value/Sales Price of Property

\$ 4200.00

Deed in Lieu of Foreclosure Only (value of property)

(_____)

Transfer Tax Value:

\$ 4200.00

Real Property Transfer Tax Due

\$ 22.95

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 _____

Capacity Agent

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: ANGIUS STEAKHOUSE LLC

Address: 1120 N TOWN CENTER DR

City: LV

State: NV Zip: 89144

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: DAISY TRUST - BUCKOVER ST.

Address: 900 S LAS VEGAS BLVD #10

City: LV

State: NV Zip: 89101

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

Print Name: RECORDERS GROUP LLC

Escrow #: _____

Address: P.O. Box 36208

City: LV

State: NV Zip: 89133

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 17

EXHIBIT 17

Inet #: 201208150000622
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$30.60 Ex: #
08/15/2012 08:28:40 AM
Receipt #: 1272170
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: STN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
Daisy Trust
900 S. Las Vegas Blvd., #810
Las Vegas, NV 89101

FORECLOSURE DEED

APN # 140-23-712-036

NAS # N53546

Accommodation

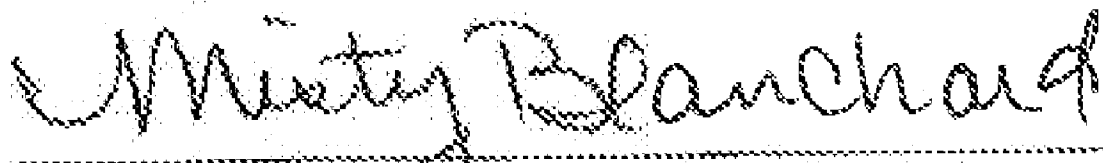
The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the City Lights HOA), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded November 30, 2009 as instrument number 0002420 Book 20091136, in Clark County. The previous owner as reflected on said lien is Mark E Reppert. Nevada Association Services, Inc. as agent for City Lights HOA does hereby grant and convey, but without warranty expressed or implied to: Daisy Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: City Lights Est Phase 3, Plat Book 45, Page 97, Lot 56, Block 4 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the City Lights HOA governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 5/17/2011 as instrument # 0003631 Book 20110517 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of City Lights HOA at public auction on 8/10/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$5,700.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: August 13, 2012

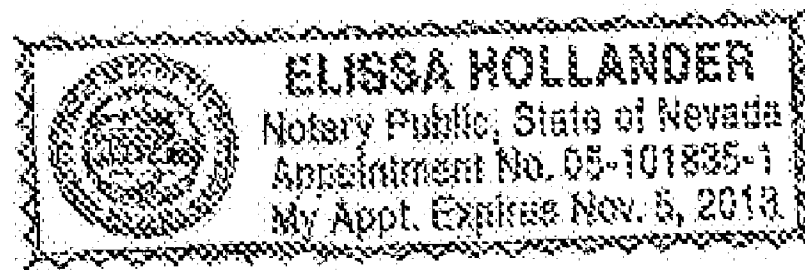

By Misty Blanchard, Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On August 13, 2012, before me, Elissa Hollander, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



Elissa Hollander

State of Nevada
Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

1. Assessor Parcel Number(s)

a) 140-23-712-036

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

i) ☐ Other _____

3. Total Value/Sales Price of Property:

\$ 5,700.00

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value per NRS 375.010, Section 2:

\$ 5,700.00

Real Property Transfer Tax Due:

\$ 30.60

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 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 Misty Blanchard Capacity Agent

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Nevada Association Services, Inc.

Address: 6224 W. Desert Inn Road

City: Las Vegas

State: Nevada Zip: 89 146

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Daisy Trust

Address: 900 S. Las Vegas Blvd, Suite 810

City: Las Vegas

State: Nevada Zip: 89 101

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: North American Title Escrow # 11 53546

Address: 8485 W. Sunset #111

City: Las Vegas State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 18

EXHIBIT 18

Inst #: 201208150000714
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$58.55 Ex: #
08/15/2012 08:34:33 AM
Receipt #: 1272185
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: STN Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
Daisy Trust
900 S. Las Vegas Blvd, Suite 810
Las Vegas, NV 89101

FORECLOSURE DEED

APN # 190-06-412-079
North American Title #45010-11-33711

NAS # N64761

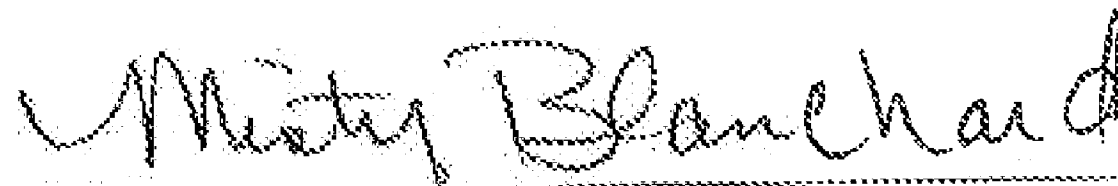
The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Anthem Country Club Community Association), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded February 16, 2011 as instrument number 0002505 Book 20110216, in Clark County. The previous owner as reflected on said lien is Michael D Stevenson. Nevada Association Services, Inc. as agent for Anthem Country Club Community Association does hereby grant and convey, but without warranty expressed or implied to: Daisy Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: Anthem Cntry Club Parcel 1 AMD, Plat Book 87, Page 39, Lot 106A, Block 2 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Anthem Country Club Community Association governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 8/17/2011 as instrument # 0001237 Book 20110817 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Anthem Country Club Community Association at public auction on 8/10/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$11,300.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: August 13, 2012



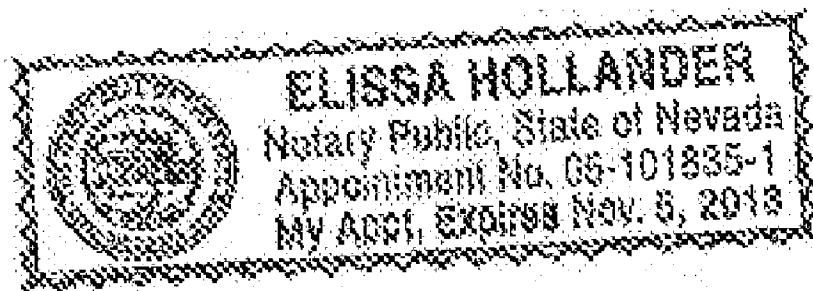
By Misty Blanchard, Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On August 13, 2012, before me, Elissa Hollander, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



Elissa Hollander

State of Nevada
Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

1. Assessor Parcel Number(s)

a) 190-06-412-079
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
i) ☐ Other _____

3. Total Value/Sales Price of Property:

\$ 11,300.00

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value per NRS 375.010, Section 2:

\$ 11,300.00

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 %

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

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

Signature Misty Blanchard Capacity Agent

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Nevada Association Services, Inc.
Address: 6224 W. Desert Inn Road
City: Las Vegas
State: Nevada Zip: 89 106

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Daisy Trust
Address: 900 S. Las Vegas Blvd. Suite 810
City: Las Vegas
State: Nevada Zip: 89101

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: North American Title Escrow # N 64761
Address: 8485 W. Sunset #111
City: Las Vegas State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 19

EXHIBIT 19

Inst #: 201208150002827

Fees: \$19.00 N/C Fee: \$25.00

RPTT: \$33.16 Ex: #

08/15/2012 12:55:07 PM

Receipt #: 1272944

Requestor:

CAMCO

Recorded By: STN Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 126-13-616-036

WHEN RECORDED MAIL DEED AND
TAX STATEMENTS TO:

Daisy Trust
PO Box 36208
Las Vegas NV 89133

Title No. A1632
Account NO.
TS No. 11980258

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUSTEE'S DEED UPON SALE

The undersigned declares:

- 1) The grantee herein **WAS NOT** the foreclosing beneficiary
- 2) The amount of the unpaid debt together with costs was \$ 6,500.00
- 3) The amount paid by the grantee at the trustee sale was \$ 6,500.00
- 4) The documentary transfer tax is \$ 33.15
- 5) City Judicial District of LAS VEGAS

And **Absolute Collection Services, LLC.**, as the duly appointed Trustee under the Notice of Delinquent Assessment hereinafter described, does hereby GRANT and CONVEY, but without warranty, express or implied, to: **Daisy Trust, PO Box 36208, Las Vegas NV 89133**

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of CLARK, State of NEVADA, described as follows:

7739 Tree Lane Peak Ct., Las Vegas NV 89166

Legal Description-shown on the Subdivision map recorded in Book No. 135 Page(s) 28, Lot 36, Block A, Inclusive, of Maps of the Country of Clark, State of Nevada; See Exhibit A Attached


AGENT STATES THAT:

This conveyance is made pursuant to the powers granted to **Hearthstone/Brookstone HOA** and conferred upon appointed trustee by the provisions of the Nevada Revised Statutes, the **Hearthstone/Brookstone HOA** governing documents (CC&R's) recorded as instrument number **0003058** Book **20070208** on **FEBRUARY 8, 2007** and that

certain Notice of Delinquent Assessment Lien recorded on **AUGUST 15, 2011** instrument number **0000392** Book **20110815** Official Records of CLARK County; and pursuant to NRS 117.070 et Seq. or NRS 116.3115 et Seq and NRS 116.3116 through 116.31168 et Seq. The name of the owner(s) of the property (trustor) was: **JAMES HAYS**

Default occurred as set forth in a Notice of Default and Election to Sell, recorded on **NOVEMBER 29, 2011** as instrument **0001540** Book **20111129** which was recorded in the office of the recorder of said county. Absolute Collection Services, LLC. Has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of **HEARTHSTONE/BROOKSTONE HOA** at public auction on **AUGUST 14, 2012** at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid **\$6,500.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

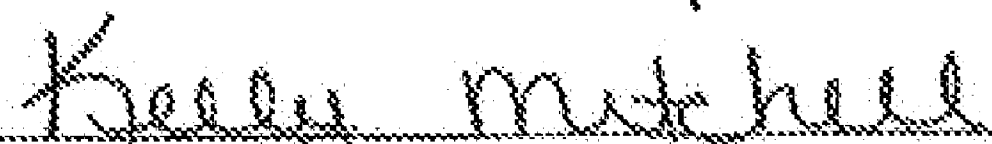
Dated: August 15, 2012


By Richard Kaye on behalf of Absolute Collection Services

STATE OF NEVADA)
COUNTY OF CLARK)

On 8/15/12 before me, Kelly Mitchell, personally appeared Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.


Kelly Mitchell, Notary Public
My Commission Expires: 7/10/16
Certificate No. 08-7504-1

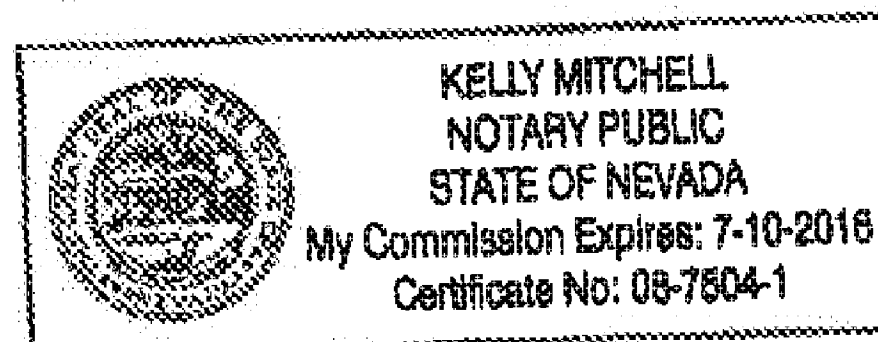


EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I

LOT THIRTY SIX (36) IN BLOCK "A" AS SHOWN BY FINAL MAP OF PODS 106 AND 109 AT PROVIDENCE UNIT 1 THEREOF ON FILE IN BOOK 135 OF PLATS, PAGE 28 RECORDED AS NO. 01043 ON JANUARY 2, 2007 OF OFFICIAL RECORDS BOOK NO. 20070102 AND AMENDED BY THAT CERTAIN CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 22, 2007 IN BOOK 20070222 AS DOCUMENT NO: 002449 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL 2:

A NON EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES AS DESCRIBED IN THAT CERTAIN INSTRUMENT ENTITLED "EASEMENT" RECORDED FEBRUARY 23, 2006 IN BOOK 20060223 AS DOCUMENT NO. 04753, OFFICIAL RECORDS OVER COMMON ELEMENT LOT "H" IN BLOCK THREE (3) OF CLIFFS EDGE PARENT AS SHOWN BY MAP THEREOF ON FILE IN BOOK 118 OF PLATS, PAGE 88 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY.

APN: 126-13-616-036

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 126-13-616-036
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 \$ 6,500.00
b. Deed in Lieu of Foreclosure Only (value of property (_____))
c. Transfer Tax Value: \$ 6,500.00
d. Real Property Transfer Tax Due \$ 33.15

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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 Kathy Mitchell Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Absolute Collection Services
Address: 6440 Sky Pointe Dr., Ste 140-154
City: Las Vegas
State: NV Zip: 89131

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust
Address: PO Box 36208
City: Las Vegas
State: NV Zip: 89133

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

Print Name: CAMCO
Address: PO Box 12117
City: Las Vegas

Escrow # N/A-foreclosure
State: NV Zip: 89112

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 20

EXHIBIT 20

Inst #: 201208150002829

Fees: \$19.00 N/C Fee: \$25.00

RPTT: \$40.80 Ex: #

08/15/2012 12:55:07 PM

Receipt #: 1272944

Requestor:

CAMCO

Recorded By: STN Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 125-18-510-015

WHEN RECORDED MAIL DEED AND
TAX STATEMENTS TO:

Daisy Trust
PO Box 36208
Las Vegas NV 89133

Title No. A2960
Account NO.
TS No. 11980217

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUSTEE'S DEED UPON SALE

The undersigned declares:

- 1) The grantee herein **WAS NOT** the foreclosing beneficiary
- 2) The amount of the unpaid debt together with costs was \$ 7,700.00
- 3) The amount paid by the grantee at the trustee sale was \$ 7,700.00
- 4) The documentary transfer tax is \$ 40.80
- 5) City Judicial District of LAS VEGAS

And **Absolute Collection Services, LLC.**, as the duly appointed Trustee under the Notice of Delinquent Assessment hereinafter described, does hereby GRANT and CONVEY, but without warranty, express or implied, to: **Daisy Trust, PO Box 36208, Las Vegas NV 89133**

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of CLARK, State of NEVADA, described as follows:

7840 Ithaca Falls St., Las Vegas, NV 89149

Legal Description-shown on the Subdivision map recorded in Book No. 111 Page(s) 19, Lot 15, Block 1, Inclusive, of Maps of the Country of Clark, State of Nevada; See Exhibit A Attached

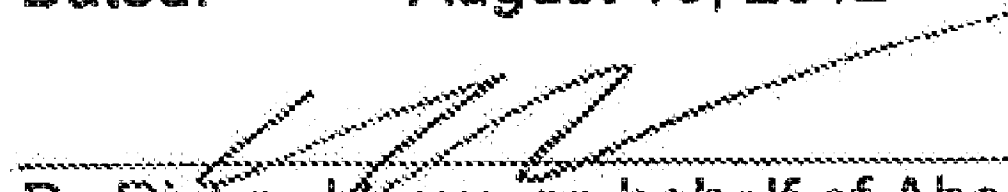
AGENT STATES THAT:

This conveyance is made pursuant to the powers granted to **Cascade HOA** and conferred upon appointed trustee by the provisions of the Nevada Revised Statutes, the **Cascade HOA** governing documents (CC&R's) recorded as instrument number **01114** Book **20030818** on **AUGUST 28, 2003** and that certain Notice of Delinquent

Assessment Lien recorded on **SEPTEMBER 2, 2011** instrument number **0000122** Book **20110902** Official Records of CLARK County; and pursuant to NRS 117.070 et Seq. or NRS 116.3115 et Seq and NRS 116.3116 through 116.31168 et Seq. The name of the owner(s) of the property (trustor) was: **PATRICK & SUZANNE SIMMONS**

Default occurred as set forth in a Notice of Default and Election to Sell, recorded on **NOVEMBER 9, 2011** as instrument **0000681** Book **20111109** which was recorded in the office of the recorder of said county. Absolute Collection Services, LLC. Has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of **CASCADE HOA** at public auction on **AUGUST 14, 2012** at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid **\$7,700.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.


Dated: August 15, 2012


By Richard Kaye on behalf of Absolute Collection Services

STATE OF NEVADA)
COUNTY OF CLARK)

On 8/15/12 before me, Kelly Mitchell, personally appeared Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.


Kelly Mitchell, Notary Public
My Commission Expires: 7/10/16
Certificate No. 08-7504-1

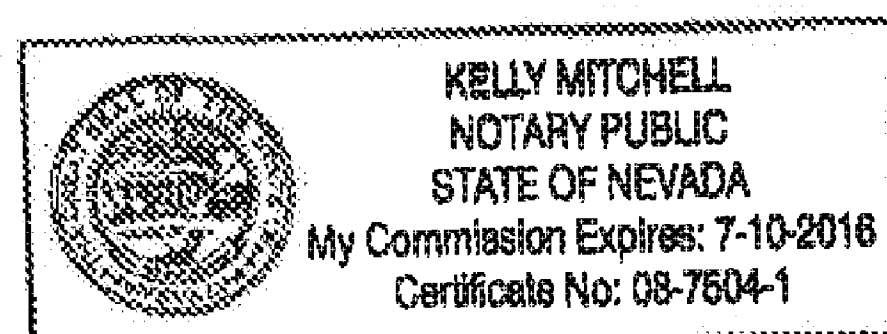


EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

LOT FIFTEEN (15) INCLUSIVE IN BLOCK ONE (1), OF CASCADE AS SHOWN BY MAP THEREOF ON FILE IN BOOK 111 OF PLATS, PAGE 19 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT, LANDSCAPING AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE "PRIVATE DRIVES/P.U.E." AND "COMMON AREAS" AS DELINEATED ON SAID MAP, AND AS FURTHER DEFINED BY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS FOR CASCADE HOMEOWNERS ASSOCIATION, INC. RECORDED AUGUST 18, 2003 IN BOOK 20030818, AS DOCUMENT NUMBER -1114, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT, LANDSCAPING AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE "PRIVATE DRIVES/P.U.E." AND "COMMON AREAS" AS DELINEATED ON SAID MAP, AND AS FURTHER DEFINED BY THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT AND RESERVATION OF EASEMENTS FOR CASCADE HOMEOWNERS ASSOCIATION, INC. RECORDED AUGUST 18, 2003 IN BOOK 20030818, AS DOCUMENT NUMBER 01114, OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

APN: 125-18-510-015

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 125-18-510-015
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 7,700.00

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

c. Transfer Tax Value:

\$ 7,700.00

d. Real Property Transfer Tax Due

\$ 40.80

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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 Kelly Mitchell Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Absolute Collection Services
Address: 6440 Sky Pointe Dr., Ste 140-154
City: Las Vegas
State: NV Zip: 89131

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Daisy Trust
Address: PO Box 36208
City: Las Vegas
State: NV Zip: 89133

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

Print Name: CAMCO
Address: PO Box 12117
City: Las Vegas

Escrow # N/A-foreclosure
State: NV Zip: 89112

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 21

EXHIBIT 21

3-1

When recorded mail to and
Mail Tax Statements to:
ELDORADO NEIGHBORHOOD SECOND HOA
c/o Assessment Management Services
6655 S. CIMARRON ROAD, SUITE 201
LAS VEGAS NV 89113 * (702) 856-3808
E-mail: customerservice@amsresults.com

Inst #: 201208220002440
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$20.40 Ex: #
08/22/2012 04:00:58 PM
Receipt #: 1281205
Requestor:
ASSESSMENT MANAGEMENT SER
Recorded By: GILKS Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN#: 124-28-419-040

Trustee Sale No. AMS1081-23883

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was not the Foreclosing Beneficiary: Daisy Trust
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): \$3,901.95
The amount paid by the Grantee (Buyer) at the Trustee's Sale: \$5,000.00
The Documentary Transfer Tax: \$20.40
Property address: 5738 Bear Springs Street N. Las Vegas NV 89031
Said property is the [] unincorporated area: City of North Las Vegas
Truster (Former Owner that was foreclosed on): Jeffrey E Vanerwegen

Terra West Collections Group LLC d/b/a Assessment Management Services, as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded April 07, 2010 as Instrument/Book Number 201004070000378 in the Official Records in the office of the County Recorder, Clark County, Nevada, do hereby grant, without warranty expressed or implied to Daisy Trust (Grantee), all its right, title and interest in the property legally described as:

ELDORADO #12-RCL #20 PLAT BOOK 98 PAGE 52 LOT 10 BLOCK 6 SEC 28 TWP 19 RNG 61

TRUSTEE STATES THAT:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 *et seq.*, the ELDORADO NEIGHBORHOOD SECOND HOMEOWNERS ASSOCIATION governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded November 14, 2011 as Instrument/Book Number 201111140000585 which was recorded in the office of the recorder of said county.

All requirements of law including, but not limited to, the mailing of the Notice of Delinquent Assessment Lien, the recording of the Notice of Default and Election to Sell, the elapsing of the 90 days, and the giving of notice of sale through mailing, posting, publication and/or personal delivery of the Notice of Sale, have been complied with.

Said property was sold by said Trustee at public auction on August 8, 2012 at the place indicated on the Notice of Sale.

Dated: August 21, 2012

BY:


Michelle Petersen

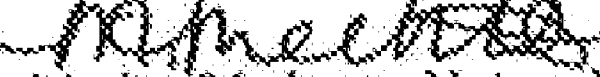
Assessment Management Services as agent for
ELDORADO NEIGHBORHOOD SECOND
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)

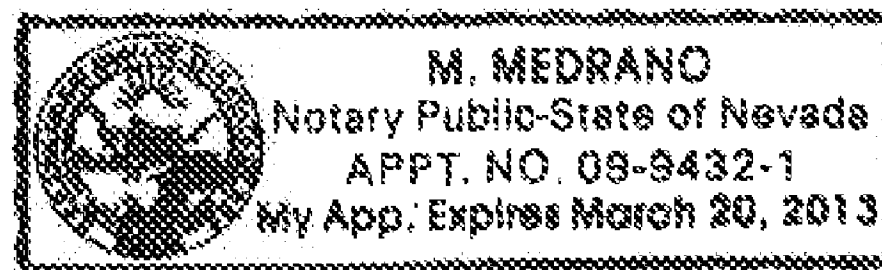
On August 21, 2012, before me, Marina Medrano,
personally appeared ****Michelle Petersen****, who
is personally known to me, or who has provided
satisfactory evidence of identification, to be the person
subscribed to the within instrument and acknowledged
the instrument before me.

Subscribed and sworn to before
me on this day, August 21, 2012.

By



Marina Medrano, Notary Public



State of Nevada
Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument # _____	
Book: _____	Page: _____
Date of Recording: _____	
Notes: _____	

1. Assessor Parcel Number(s)
a) 124-28-419-040
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
i) ☐ Other _____

3. Total Value/Sales Price of Property: \$ 3,901.95
Deed in Lieu of Foreclosure Only (value of property) \$ _____
Transfer Tax Value per NRS 375.010, Section 2: \$ 3,901.95
Real Property Transfer Tax Due: \$ 20.40

4. If Exemption Claimed:
a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 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 disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

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

Signature [Signature] Capacity Agent

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Assessment Management Services
Address: 6655 S Cimarron Rd., Suite 201
City: Las Vegas
State: NV Zip: 89113

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Daisy Trust
Address: 200 S Las Vegas Blvd., Suite 810
City: Las Vegas
State: NV Zip: 89101

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: Assessment Management Services Escrow # _____
Address: 6655 S Cimarron Rd., Suite 201
City: Las Vegas State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 22

EXHIBIT 22

Mail Tax statement to:
Daisy Trust
900 S. Las Vegas Blvd, Suite #810
Las Vegas, NV 89101

APN # 163-27-110-011

Inst #: 201208230001599
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$43.36 Ex: #
08/23/2012 12:02:30 PM
Receipt #: 1282161
Requestor:
RESOURCES GROUP
Recorded By: MSH Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

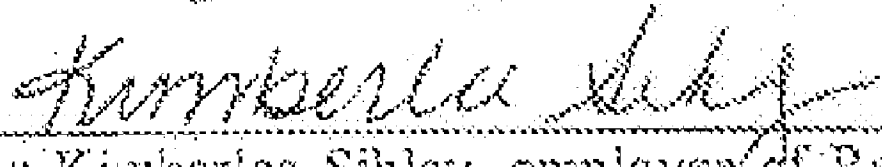
The undersigned declares:

Red Rock Financial Services, herein called agent for (Spanish Trail Master Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 09/30/2011 as instrument number 0001380 Book 20110930, in Clark County. The previous owner as reflected on said lien is JENNIFER L. DARK, DON R. DARK. Red Rock Financial Services as agent for Spanish Trail Master Association does hereby grant and convey, but without warranty expressed or implied to: Daisy Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: VILLAS AT SPANISH TRAIL #3 AMD PLAT BOOK 34 PAGE 69 LOT 11 BLOCK 1 which is commonly known as 7705 Spanish Lake Drive, Las Vegas, NV 89113.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Spanish Trail Master Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 12/06/2011 as instrument number 0001101 Book 20111206 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Spanish Trail Master Association at public auction on 08/15/12, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid \$8,273.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Dated: August 21, 2012

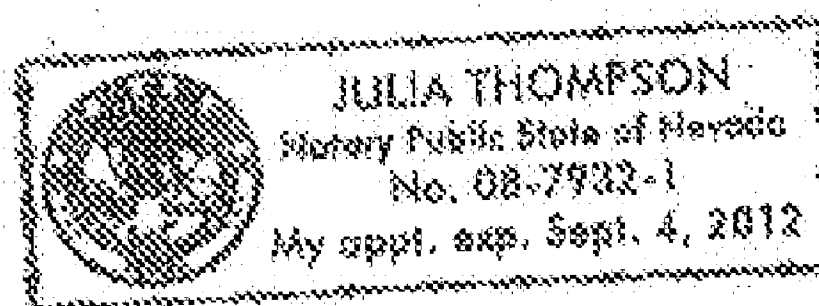

By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Spanish Trail Master Association

STATE OF NEVADA)
COUNTY OF CLARK)

On August 21, 2012, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julia Thompson



When Recorded Mail To: Daisy Trust
900 S. Las Vegas Blvd, Suite #810
Las Vegas, NV 89101

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 163-27-110-011

b. _____

c. _____

d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 8,273.00

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

c. Transfer Tax Value:

\$ 8,273.00

d. Real Property Transfer Tax Due

\$ 43.35

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 *Kimberly S. Sisk* Capacity: EMPLOYEE OF AGENT OF FORECLOSURE BENEFICIARY

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

RED ROCK FINANCIAL SERVICES
Print Name: C/O SPANISH TRAIL MASTER ASSN
Address: 7495 Mission Hills Dr
City: Las Vegas
State: NV Zip: 89113

BUYER (GRANTEE) INFORMATION

Print Name: DAISY TRUST
Address: 900 S Las Vegas Blvd, Suite #810
City: Las Vegas
State: NV Zip: 89101

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

Print Name: Red Rock Financial Services
Address: 7251 Amigo St, Suite #100
City: Las Vegas

Escrow # _____
State: NV Zip: 89119

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 23

EXHIBIT 23

Inst #: 201208300003474
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$35.70 Ex: #
08/30/2012 02:35:43 PM
Receipt #: 1291199
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: MJM Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
Daisy Trust
900 S. Las Vegas Blvd. Suite 810
Las Vegas, NV 89101

FORECLOSURE DEED

APN # 124-31-610-080
North American Title #45010-10-24450

NAS # N57266

The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Bella Vista Association), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded December 14, 2009 as instrument number 0000612 Book 20091214, in Clark County. The previous owner as reflected on said lien is Douglas Delcampo. Nevada Association Services, Inc. as agent for Bella Vista Association does hereby grant and convey, but without warranty expressed or implied to: Daisy Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: Bella Vista, Plat Book 104, Page 8, Lot 80, Block B, Sec 31, Twp 19, Rng 61 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Bella Vista Association governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 5/12/2010 as instrument # 0001995 Book 20100512 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Bella Vista Association at public auction on 8/24/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$6,800.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: August 28, 2012

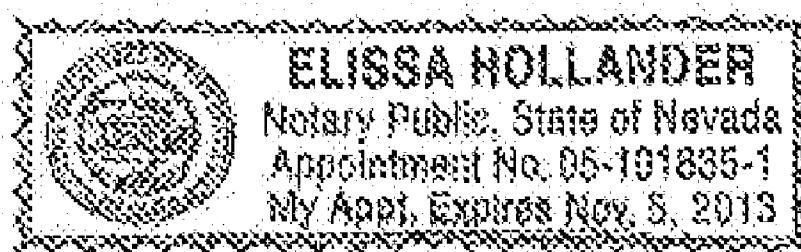

By Misty Blanchard, Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On August 28, 2012, before me, Elissa Hollander, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



Elissa Hollander

State of Nevada
Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

1. Assessor Parcel Number(s)
a) 124-31-610-080
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
i) ☐ Other _____

3. Total Value/Sales Price of Property: \$ 6,800.00
Deed in Lieu of Foreclosure Only (value of property) \$ _____
Transfer Tax Value per NRS 375.010, Section 2: \$ 6,800.00
Real Property Transfer Tax Due: \$ 35.70

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 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 Misty Blanchard Capacity Agent
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Nevada Association Services, Inc.
Address: 6224 W. Desert Inn Road
City: Las Vegas
State: Nevada Zip: 89 146

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Daisy Trust
Address: 900 South Las Vegas Blvd. Ste 810
City: Las Vegas
State: Nevada Zip: 89 101

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: North American Title Escrow # N 57266
Address: 8485 W. Sunset #111
City: Las Vegas State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 24

EXHIBIT 24

Inet #: 201208300003537

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$28.05 Ex: #

08/30/2012 02:40:05 PM

Receipt #: 1291233

Requestor:

NORTH AMERICAN TITLE SUNSET

Recorded By: MSH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
Daisey Trust
900 S. Las Vegas Blvd. Ste 810
Las Vegas, NV 89101

FORECLOSURE DEED

APN # 161-15-811-066

North American Title #45010-10-25967

NAS # N58641

The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Sunrise Ridge(aka Sunrise Ridge Master HOA)), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded May 20, 2010 as instrument number 0001273 Book 20100520, in Clark County. The previous owner as reflected on said lien is Michael F Delapaz, Carolyn T Delapaz, Ludivina C Catacutan. Nevada Association Services, Inc. as agent for Sunrise Ridge(aka Sunrise Ridge Master HOA) does hereby grant and convey, but without warranty expressed or implied to: Daisey Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: Desert Inn Master Plan Parcel C, Plat Book 113, Page 83, Lot 146, Block 8 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sunrise Ridge(aka Sunrise Ridge Master HOA) governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 7/13/2010 as instrument # 0002931 Book 20100713 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sunrise Ridge(aka Sunrise Ridge Master HOA) at public auction on 8/24/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$5,470.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: August 28, 2012

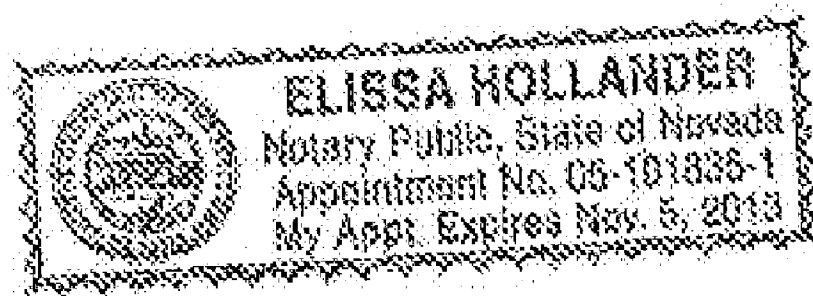

By Misty Blanchard Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On August 28, 2012, before me, Elissa Hollander, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



Elissa Hollander

State of Nevada
Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # _____

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

1. Assessor Parcel Number(s)

- a) 161-15-811-066
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
i) ☐ Other _____

3. Total Value/Sales Price of Property:

\$ 5,470.00

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value per NRS 375.010, Section 2:

\$ 5,470.00

Real Property Transfer Tax Due:

\$ 28.05

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 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 Misty Blanchard Capacity Agent

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Nevada Association Services, Inc.

Address: 6224 W. Desert Inn Road

City: Las Vegas

State: Nevada Zip: 89 146

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Daisey Trust

Address: 900 South Las Vegas Blvd Ste 810

City: Las Vegas

State: Nevada Zip: 89 101

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: North American Title Escrow # N 58641

Address: 8485 W. Sunset #111

City: Las Vegas State: NV Zip: 89103

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

EXHIBIT 25

EXHIBIT 25

RECORDING REQUESTED BY:
La Cresenta Homeowner's Association

WHEN RECORDED MAIL DOCUMENTS TO:
Daisey Trust
900 S. Las Vegas Blvd., Ste 810
Las Vegas NV 89101

Forward Tax Statements to Address listed above.

T.S. Number: 14254

(Recorder's Use Only)

APN: 125-11-710-052

Inst #: 201209040002004
Fees: \$19.00 N/C Fee: \$25.00
RPTT: \$28.05 Ex: #
09/04/2012 01:19:09 PM
Receipt #: 1294868
Requestor:
RESOURCES GROUP
Recorded By: SAO Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

TRUSTEE'S DEED UPON SALE

The amount of the unpaid debt was \$5,146.00.

The amount paid by the Grantee was \$5,146.00

The property is in the city of Las Vegas County of CLARK.

The documentary transfer tax is \$28.05.

Hampton & Hampton, P.C., as authorized trustee (herein referred to as the "Grantor"), does hereby grant and convey, but without warranty or covenant, expressed or implied, regarding title, possession or encumbrances, to the Daisy Trust (herein referred to as the "Grantee(s)"), the real property situated in the County of Clark, State of Nevada, described as follows:

SEE ATTACHED 'EXHIBIT A' FOR LEGAL DESCRIPTION

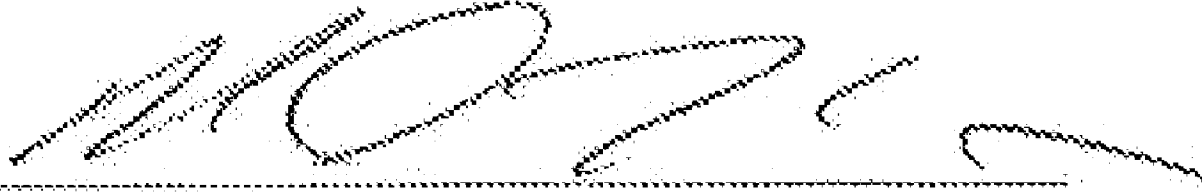
COMMONLY KNOWN AS: 6120 Matisse Ave., Las Vegas NV 89131

This conveyance is made pursuant to the powers granted to the Association and conferred upon the appointed trustee pursuant to Nevada Revised Statute 116.3115 et. seq. and Nevada Revised Statute 116.3116 through 116.31168 et. seq. and by the provisions of the Declaration of Covenants, Conditions, and Restrictions recorded on September 4, 2004 in Book Number 20040903 as Instrument Number 2691, and any subsequent amendments thereto. Grantor complied with all applicable statutory requirements of the State of Nevada, and performed all duties required by such law, including the mailing of the Notice of Delinquent Assessment, Notice of Default and Election to Sell, and Notice of Sale.

Said property was sold by Trustee and/or its agent(s) at a public auction on August 16, 2012 at the place named in the Notice of Trustee's Sale, in the County of Clark, Nevada in which the property is situated.

Grantee, being the highest bidder at such sale, purchased said property and paid to trustee the amount bid being Five Thousand, One Hundred and forty-six dollars (\$5,146.00) in lawful money of the United States of America, or by the satisfaction of the obligations then due and payable to the association claimant.

DATED: August 20, 2012

By: 

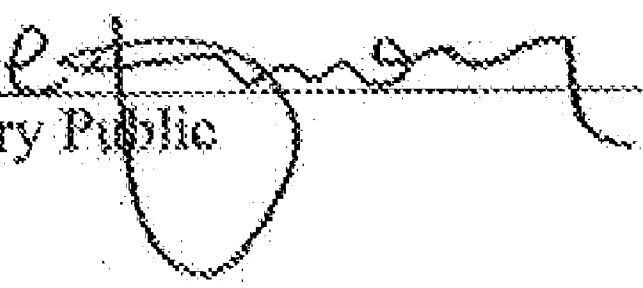
Miles Hampton, Esq.,
Trustee and Authorized Agent for
La Cresenta Homeowner's Association

STATE OF NEVADA)

)ss.

COUNTY OF CLARK)

On 8/20/12, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Miles Hampton, known to me, or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as the Trustee, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes mentioned within.


Notary Public

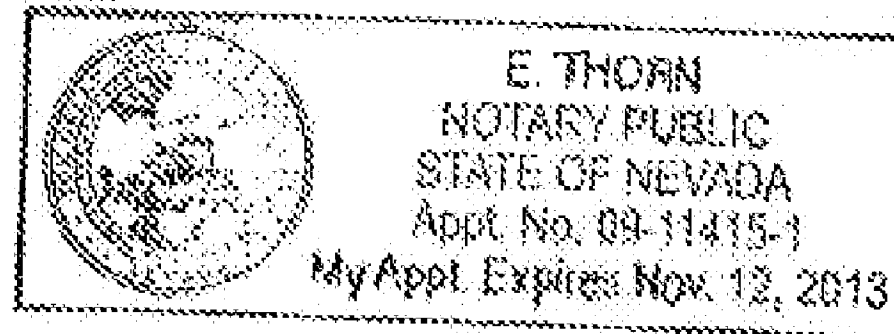


EXHIBIT "A"

Legal Description

Parcel One (1):

Lot Forty Eight (48) in Block Four (4) of LA CRESENTA-UNIT 1, as shown by map thereof on file in Book 116 of Plats, Page 22, in the Office of the County Recorder of Clark County, Nevada.

Parcel Two (2):

A non exclusive easement for ingress, egress, use and enjoyment and public utility purposes, on, over and across the private streets and common areas on the map referenced hereinabove, which easement is appurtenant to Parcel One (1).

A.P.N: 125-11-710-052

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 125-11-710-052
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR 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

\$ 5,146.00

\$ 5,146.00

\$ \$28.05

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: _____

Capacity: Trustee/Attorney

Signature: _____

Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Hampton & Hampton, P.C.
Address: 8965 S. Pecos Rd., Ste. 9-A
City: Henderson
State: NV Zip: 89074

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: DAISEY TRIST
Address: 9005 LAS VEGAS BLVD #810
City: LAS VEGAS
State: NV Zip: 89101

COMPANY REQUESTING RECORDING

Print Name: Hampton & Hampton, P.C.
Address: 8965 S. Pecos Rd., Ste. 9-A
City: Henderson

Escrow #: TS#14254

State: NV Zip: 89074

As a public record this form may be recorded/microfilmed

EXHIBIT 26

EXHIBIT 26

EXHIBIT 26

3
-1

Please mail tax statement and
when recorded mail to:
Daisy Trust
900 S. Las Vegas Blvd., Suite 810
Las Vegas, Nevada 89101

Inst #: 201209070001209
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$26.50 Ex: #
09/07/2012 01:41:18 PM
Receipt #: 1299270
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: KGP Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

FORECLOSURE DEED

APN # 124-27-412-045

NAS # N61992

The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Santa Rosa), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded September 24, 2010 as instrument number 0000076 Book 20100924, in Clark County. The previous owner as reflected on said lien is Melleisha L. Nelson, Dewayne L. Gordon. Nevada Association Services, Inc. as agent for Santa Rosa does hereby grant and convey, but without warranty expressed or implied to: Daisy Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: Rancho Mirage Unit 2 Phase 2, Plat book 102, Page 96, Lot 81, Block 10 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Santa Rosa governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 12/22/2010 as instrument # 0003348 Book 20101222 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Santa Rosa at public auction on 8/31/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$4,650.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: September 7, 2012

Misty Blanchard

By Misty Blanchard, Agent for Association and Employees of Nevada Association Services

CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

MAY 16, 2013

Lebbie Conway
RECORDER

EXHIBIT 7

EXHIBIT 7

APN: 126-13-818-046

RECORDING REQUESTED BY:
LSI Title Company, as Agent
WHEN RECORDED MAIL TO
Trustee Corps
17100 Gillette Ave
Irvine , CA 92614

Inst #: 201103100004072
Fees: \$216.00
N/C Fee: \$0.00
03/10/2011 02:33:46 PM
Receipt #: 702276
Requestor:
LPS DEFAULT TITLE AND CLOSI
Recorded By: MAT Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

The undersigned hereby affirms that there is no Social Security number contained in this document.
Trustee Sale No. NV09006726-10-1 Title Order No:100756534-NV-LPI Client Reference No. 0206226193
Property Address:
10209 DOVE ROW AVENUE LAS VEGAS NV 89168

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

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL, INC., dba TRUSTEE CORPS is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated as of September 21, 2007, executed by DONALD K BLUME AND CYNTHIA S BLUME, HUSBAND AND WIFE, as trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, as Beneficiary and UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC as lender under Deed of Trust recorded September 28, 2007, as Instrument No. 20070928-0003141 of the Official Records in the office of the Recorder of Clark County, Nevada, 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 \$417,000.00 (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; THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 08/01/2010 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE FEES AND COSTS AND ATTORNEY FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

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:

WELLS FARGO BANK, N.A.
C/O TRUSTEE CORPS.
17100 Gillette Ave
Irvine, CA 92614
Phone No.: 949-252-8300

Dated: March 8, 2011

MTC FINANCIAL Inc., dba Trustee Corps as Agent for the Beneficiary
By: LSI Title Agency, Inc., as Agent



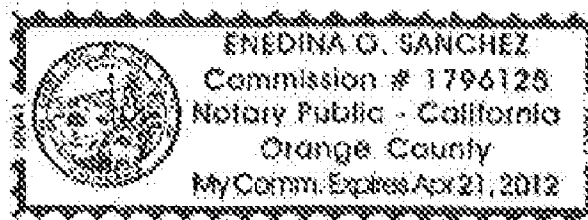
By: Keli Ture

State of California
County of Orange

On March ¹⁰~~8~~, 2011 before me, Enedina O. Sanchez, Notary Public in and for said county, personally appeared Keli Ture 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 Enedina O. Sanchez
Enedina O. Sanchez



(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:

Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715
Phone No.: (803) 734-4028

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

**CONSUMER CREDIT COUNSELING
SERVICE OF SOUTHERN NEVADA**
2920 N. Green Valley Parkway
Henderson, Nevada 89014
Telephone: 702-364-0344

NEVADA LEGAL SERVICES, INC.
841-A East Second Street
Carson City, Nevada 89701
Telephone: 702-386-0404

SPRINGBOARD - HENDERSON
1489 West Warm Springs Road, Suite 213
Henderson, Nevada 89102
Telephone: 800-947-3752

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

CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

MAY 18. 2013

Rebbie Conway
RECORDER

EXHIBIT 8

EXHIBIT 8

Inst #: 201201310001604

Fee: \$18.00

N/C Fee: \$0.00

01/31/2012 09:18:54 AM

Receipt #: 1051985

Requestor:

NORTH AMERICAN TITLE COMPAN

Recorded By: MAT Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#

126-13-818-046

11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

NOTICE OF FORECLOSURE SALE

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

(2)

Recording requested by:

NORTH AMERICAN TITLE COMPANY

Return to:

Name NORTH AMERICAN TITLE COMPANY

Address 8485 W. SUNSET, STE. 111

City/State/Zip LAS VEGAS, NV 89113

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03

APN # 126-13-818-046
Westminster at Providence

NAS # N60547

Accommodation NOTICE OF FORECLOSURE 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 NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, August 3, 2010. 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.

NOTICE IS HEREBY GIVEN THAT on 2/24/2012 at 10:00 am at the front entrance to the Nevada Legal News, 930 So. Fourth Street, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on March 30, 2006 as instrument number 0003334 BK 20060330 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on 8/5/2010 as document number 0003460 Book 20100805 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 10209 Dove Row Ave, Las Vegas, NV 89166. Said property is legally described as: Cliffs Edge POD 115 116 & 117 Unit 1B, Plat book 133, Page 56, Lot 46, Block A, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Donald K. Blume & Cynthia S. Blume

The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. 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 \$6,632.20. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 9/30/2010 as instrument number 0001822 Book 20100930 in the official records of Clark County.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

January 25, 2012

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146

Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544

Misty Blanchard
By: Misty Blanchard, Agent for Association and employee of
Nevada Association Services, Inc.

CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

MAY 16. 2013

Rebbie Conway
RECORDER

EXHIBIT 9

EXHIBIT 9

APN: 126-13-818-046

Alt. APN:

Recording requested by:

When recorded, mail to:

~~Trustee Corps~~
17100 Gillette Avenue
Irvine, CA. 92614

NV09006726-10-15
120319231

Inst #: 201303260003610

Fees: \$17.00

N/C Fee: \$0.00

03/28/2013 02:44:47 PM

Receipt #: 1549294

Requestor:

LSI TITLE AGENCY INC.

Recorded By: CDE Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

CERTIFICATE

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM

Property Owner(s):

Blume, Donald K

Blume, Cynthia

Property Address:

10209 Dove Row Ave

Las Vegas, NV 89166

Clark Co.

Trustee:

Trustee Corps

17100 Gillette Ave

Irvine, CA 926145603

Instrument Number:

Deed of Trust Doc Number:

20070928-0003141

Book:

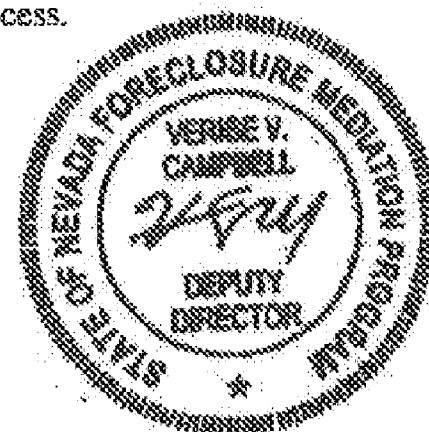
Page:

- ☐ Mediation Waived: The Beneficiary may proceed with the foreclosure process.
- ☒ Non-Applicable Property: The Beneficiary may proceed with the foreclosure process.
- ☐ No Agreement: A Foreclosure Mediation Conference was held on N/A. 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 N/A. 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: 10-24-2012 Proof of Service Date: 10-31-2012

Certificate Issued Date: 01-08-2013

FMP CERT: 2013-01-08-0008



CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

MAY 16. 2013

Rebbie Conway
RECORDER

APP000275

EXHIBIT 10

EXHIBIT 10

APN 126-13-818-046

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA
92614

Inst #: 201303260003611

Fees: \$18.00

N/C Fee: \$0.00

03/26/2013 02:44:47 PM

Receipt #: 1549294

Requestor:

LSI TITLE AGENCY INC.

Recorded By: CDE Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

TS No: NV09006726-10-18

TO No: 120319231-NV-LMI

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

YOU ARE IN DEFAULT UNDER A DEED OF TRUST AND SECURITY AGREEMENT DATED September 21, 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 April 26, 2013, at 09:00 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 of Nevada Legal News, 930 S. 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 September 28, 2007, as Instrument No. 20070928-0003141, of the official records in the Office of the Recorder of Clark County, Nevada, executed by DONALD K BLUME AND CYNTHIA S BLUME, HUSBAND AND WIFE as Trustor, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, its successors and/or assigns, as Beneficiary, all that certain property situated in said County and State, and more commonly described as: **AS MORE FULLY DESCRIBED IN 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: **10209 DOVE ROW AVENUE, LAS VEGAS, NV 89166**

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: \$455,484.08 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 recording.

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 ONLINE AT www.Auction.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL:
AUCTION.COM at 800.280.2832

Dated: March 22, 2013

TRUSTEE CORPS
TS No. NV09006726-10-1S
17100 Gillette Ave, Irvine, CA 92614
949-252-8300



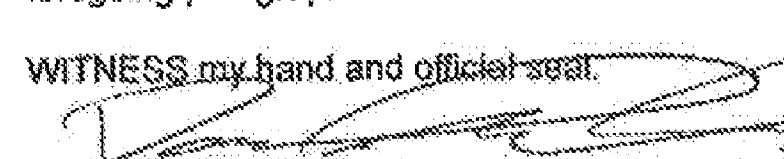
Paul Kim, Authorized Signatory

State of CALIFORNIA
County of ORANGE

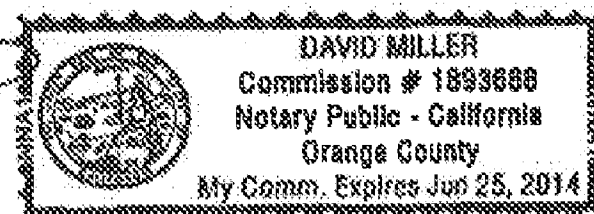
On March 22, 2013 before me, David Miller, Notary Public, personally appeared PAUL KIM, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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



To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

MAY 16, 2013

Debbie Conway
RECORDER

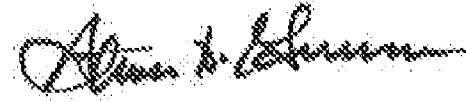
EXHIBIT 11

EXHIBIT 11

KRAVITZ, SCHNITZER, SLOANE &
JOHNSON, CHTD.
8985 S. Eastern Ave., Ste. 200
Las Vegas, Nevada 89123
(702) 362-6666

1 NEO
2 GARY E. SCHNITZER, ESQ.
3 Nevada Bar No. 395
4 MELANIE D. MORGAN, ESQ.
5 Nevada Bar No. 8215
6 CHASON COHAN, ESQ.
7 Nevada Bar No. 12349
8 KRAVITZ, SCHNITZER, SLOANE &
9 JOHNSON, CHTD.
10 8985 South Eastern Avenue, Suite 200
11 Las Vegas, Nevada 89123
12 (702) 362-6666 Telephone
13 (702) 362-2203 Facsimile
14 Attorneys for *BANK OF AMERICA, N.A.*

Electronically Filed
03/22/2013 10:38:38 AM


CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

11 SANUCCI CT TRUST,

12 Plaintiff,

13 vs.

14 JOSEPH ELEVADO, an individual; MELANIE
15 ELEVADO, an individual; BANK OF
16 AMERICA, NATIONAL ASSOCIATION; and
17 DOES 1 through 10, inclusive,

18 Defendants.


Case No. A-12-670423-C
Dept. No. 30

NOTICE OF ENTRY OF ORDER

19 PLEASE TAKE NOTICE that on the 20th day of March, 2013, an ORDER was entered in
20 the above-entitled action. A copy of which is attached hereto.

21 DATED this 22nd day of March, 2013.

22 KRAVITZ, SCHNITZER, SLOANE &
23 JOHNSON, CHTD.

24 By: 
25 GARY E. SCHNITZER, ESQ.
26 Nevada Bar No. 395
27 MELANIE D. MORGAN, ESQ.
28 Nevada Bar No. 8215
8985 South Eastern Avenue, Suite 200
Las Vegas, Nevada 89123
Attorneys for *BANK OF AMERICA, N.A.*

KRAVITZ, SCHNITZER, SLOANE &
JOHNSON, CHTD.
8985 S. Eastern Ave., Ste. 200
Las Vegas, Nevada 89123
(702) 362-6666

CERTIFICATE OF SERVICE

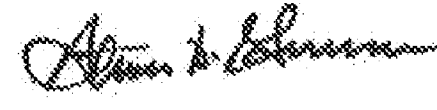
I hereby certify that on this 22nd day of March, 2013, I served a copy of the foregoing
NOTICE OF ENTRY OF ORDER was served via U.S. Mail, postage prepaid, addressed to the
following:

Michael V. Infuso, Esq.
Zachardy P. Takos, Esq.
GREEN INFUSO, LLP
3030 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89146
(702) 570-6000 – Telephone
(702) 463-8401 – Facsimile
Attorneys for Plaintiffs


An Employee of
KRAVITZ, SCHNITZER, SLOANE &
JOHNSON, CHTD

ORIGINAL

Electronically Filed
03/20/2013 03:59:21 PM


CLERK OF THE COURT

1 **ORDER**

2 GARY E. SCHNITZER, ESQ.

3 Nevada Bar No. 395

4 MELANIE D. MORGAN, ESQ.

5 Nevada Bar No. 8215

6 CHASON COHAN, ESQ.

7 Nevada Bar No. 12349

8 KRAVITZ, SCHNITZER, SLOANE &

9 JOHNSON, CHTD.

10 8985 South Eastern Avenue, Suite 200

11 Las Vegas, Nevada 89123

12 (702) 362-6666 Telephone

13 (702) 362-2203 Facsimile

14 Attorneys for BANK OF AMERICA, N.A.

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 SANUCCI CT TRUST,

18 Plaintiff,

19 vs.

20 JOSEPH ELEVADO, an individual; MELANIE
21 ELEVADO, an individual; BANK OF
22 AMERICA, NATIONAL ASSOCIATION; and
23 DOES 1 through 10, inclusive,

24 Defendants.

Case No. A-12-670423-C
Dept. No. 30

Date of Hearing: February 21, 2013

Time of Hearing: 9:00 a.m.

25 **ORDER**

26 The matter of Defendant, Bank of America, N.A.'s Motion to Dismiss having come
27 before this Honorable Court on February 21, 2013, at 9:00 a.m.; Plaintiff appearing by and
28 through MICHAEL V. INFUSO, ESQ. of GREENE INFUSO, LLP, and Defendant, Bank of
America, N.A., appearing by and through MELANIE D. MORGAN, ESQ., of KRAVITZ,
SCHNITZER, SLOANE & JOHNSON, CHTD.

After reviewing the moving papers and hearing oral argument, the Court hereby makes
the following findings:

1. Plaintiff's Complaint for quiet title and declaratory relief fails to state a claim

KRAVITZ, SCHNITZER, SLOANE &
JOHNSON, CHTD.
8985 S. Eastern Ave., Ste. 200
Las Vegas, Nevada 89123
(702) 362-6666

KRAVITZ, SCHNITZER, SLOANE &
JOHNSON, CHTD.
8985 S. Eastern Ave., Ste. 200
Las Vegas, Nevada 89123
(702) 362-6666

1 upon which relief may be granted pursuant to Nev. Rule Civ. Pro. 12(b)(5). Specifically, the
2 allegations in the Complaint are not legally sufficient to constitute the elements of the claim
3 asserted.

4 2. The "super priority" lien established by NRS §116.3116(2) is not a standalone
5 lien that a homeowners association can foreclose upon constituting a senior position to all prior
6 first security interests.. Rather, the "super priority" lien establishes a payment priority relative to
7 a first security interest, meaning that the homeowners association is entitled to payment of the
8 "super priority" amount prior to payment of a foreclosing first security interest lienholder.
9

10 3. Foreclosure by a homeowners association of its "super priority" lien does not
11 extinguish a first security interest on the property recorded before the date on which the
12 assessment sought to be enforced became delinquent.

13 4. Because there are multiple defendants in this matter, the Court finds that there is
14 no just reason to delay entry of final judgment as to Defendant Bank of America, N.A.
15

16 In consideration of the above findings,

17 **IT IS HEREBY ORDERED** that Defendant Bank of America, N.A.'s Motion to
18 Dismiss is **GRANTED**.

19 ///

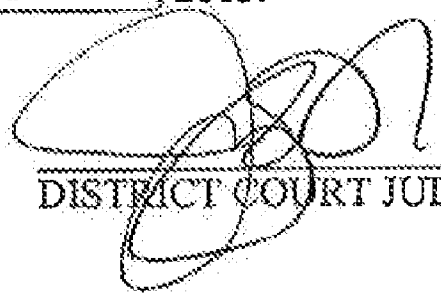
20 ///

KRAVITZ, SCHNITZER, SLOANE &
JOHNSON, CHTD.
8985 S. Eastern Ave., Ste. 200
Las Vegas, Nevada 89123
(702) 362-6666

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28


IT IS FURTHER HEREBY ORDERED that, there being no just reason for delay, this
Order of Dismissal is certified as final pursuant to Nev. Rule Civ. Pro. 54(b).

DATED this 18th day of March, 2013.


DISTRICT COURT JUDGE

Submitted by:

KRAVITZ, SCHNITZER,
SLOANE & JOHNSON, CHTD.

By: 
GARY E. SCHNITZER, ESQ.
Nevada Bar No. 397
MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
8985 South Eastern Avenue, Suite 200
Las Vegas, Nevada 89123
(702) 362-6666 Telephone
(702) 362-2203 Facsimile
Attorneys for Plaintiff
BANK OF AMERICA, N.A.

Reviewed as to form and content:

GREENE INFUSO, LLP

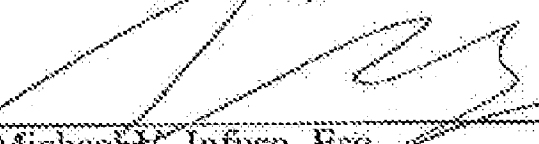
By: 
Michael V. Infuso, Esq.
Zachary P. Takos, Esq.
3030 South Jones Boulevard, Suite 101
Las Vegas, Nevada 89146
(702) 570-6000 - Telephone
(702) 463-8401 - Facsimile
Attorneys for Plaintiff
SANUCCI CT TRUST

EXHIBIT 12

EXHIBIT 12



CLERK OF THE COURT

ORDR
Bob L. Olson, Esq.
Nevada Bar No. 3783
Robin E. Perkins, Esq.
Nevada Bar No. 9891
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Facsimile: (702) 784-5252
Email: bolson@swlaw.com
rperkins@swlaw.com
Attorneys for Defendant, Elsinore, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

SBW INVESTMENTS, LLC, a Nevada
limited liability company,

Plaintiff,

v.

ELSINORE, LLC, a Nevada limited liability
company; RECONTRUST COMPANY,
N.A.; THE BANK OF NEW YORK
MELLON; All other persons unknown
claiming any right, title, estate, lien or
interest in the real property described in the
Complaint adverse to Plaintiff's interests, or
any cloud upon Plaintiff's title thereto;
DOES 1 through 10, inclusive, ROE
ENTITIES 1 through 5, inclusive,

Defendants.

Case No. A-13-675541-C

Dept. No. XVII

**ORDER GRANTING DEFENDANT
ELSINORE, LLC'S MOTION TO
DISMISS**

-AND-

**ORDER DENYING PLAINTIFF'S
COUNTERMOTION FOR SUMMARY
JUDGMENT**

-AND-

**ORDER RELEASING AND
DISCHARGING NOTICE OF LIS
PENDENS**

Defendant Elsinore, LLC's ("Elsinore") Motion to Dismiss and Plaintiff SBW Investments, LLC's ("SBW") Countermotion for Summary Judgment came on for hearing on April 17, 2013 at 9:15 a.m., before the Honorable Judge Villani in Department 17 of the above-entitled Court. Bob L. Olson, Esq. and Robin E. Perkins, Esq. of Snell & Wilmer L.L.P. appeared on behalf of Elsinore. Richard Tobler, Esq. of Richard L. Tobler, Ltd. appeared on behalf of the Plaintiff. Having read the moving and opposing papers, and having heard the

RECEIVED BY
DEPT. 17 ON
MAY 2 2013

Snell & Wilmer

LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
(702) 784-5200

1 respective arguments of counsel for both parties, and good cause appearing, the Court hereby
2 makes the following findings.

3 1. Defendant Bank of New York Mellon's ("BNYM") deed of trust was recorded
4 prior to Heritage Estates Homeowners' Association ("HOA") notice of lien.

5 2. NRS 116.3116 does not state that foreclosure of an HOA lien extinguishes the
6 senior deed of trust or lien.

7 3. Pursuant to NRS 116.31166, Plaintiff SBW purchased the property at issue
8 subject to Defendant BNYM's first in time deed of trust.

9 4. The HOA's super-priority lien only creates a priority to payment from foreclosure
10 proceeds.

11 5. The HOA's foreclosure sale of its lien per NRS 116.3116 did not extinguish
12 Defendant BNYM's deed of trust, as a matter of law, because BNYM's deed of trust was
13 recorded prior to the HOA lien and Plaintiff SBW purchased the property with notice of
14 BNYM's first in time deed of trust.

15 6. Plaintiff SBW concedes that its claims against Defendant Elsinore for (1)
16 negligence and breach of duty and (2) wrongful foreclosure fail as a matter of law as Elsinore did
17 not conduct the foreclosure sale.

18 7. Plaintiff SBW has articulated no basis for appointment of a receiver.

19 8. Plaintiff SBW has no claims that affect title to the property at issue, therefore
20 Nevada Revised Statute 14.010 requires the Notice of Lis Pendens to be released and discharged.

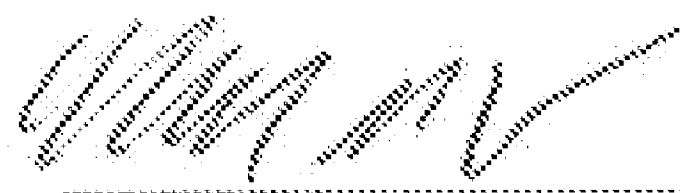
21 Pursuant to these findings, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
22 that Defendant Elsinore, LLC's Motion to Dismiss is GRANTED against Plaintiff, as to all
23 claims, with prejudice.

24 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff's quiet
25 title/declaratory relief claim against Defendant Bank of New York Melon is dismissed with
26 prejudice.

27 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff SBW
28 Investments, LLC's Countermotion for Summary Judgment is DENIED.

1 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Notice
2 of Lis Pendens recorded by Plaintiff against the property at issue, 6117 Turtle River Avenue, Las
3 Vegas, Nevada, APN 140-15-316-002 with the Clark County Recorder's Office on January 24,
4 2013, as Instrument No. 201301240003969, is hereby immediately released and discharged.

5
6 Dated this 8 day of May, 2013.



DISTRICT COURT JUDGE



9 Respectfully submitted,

10 SNELL & WILMER L.L.P.

11 By: Robin E. Perkins
12 Bob L. Olson (Nevada Bar No. 3783)
13 Robin E. Perkins (Nevada Bar No. 9891)
14 3883 Howard Hughes Parkway, Suite 1100
15 Las Vegas, NV 89169
16 Telephone: (702) 784-5200
17 Facsimile: (702) 784-5252
18 *Attorneys for Defendant Elsinore, LLC*

19
20
21
22
23
24
25
26
27
28
17009620.2

1 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that the Notice
2 of Lis Pendens recorded by Plaintiff against the property at issue, 6117 Turtle River Avenue, Las
3 Vegas, Nevada, APN 140-15-316-002 with the Clark County Recorder's Office on January 24,
4 2013, as Instrument No. 201301240003969, is hereby immediately released and discharged.

5 Dated this _____ day of _____, 2013.

6

7

DISTRICT COURT JUDGE

8

Respectfully submitted,

9

SNELL & WILMER L.L.P.

10

11

By: _____
Bob L. Olson (Nevada Bar No. 3783)
Robin E. Perkins (Nevada Bar No. 9891)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone: (702) 784-5200
Facsimile: (702) 784-5252
Attorneys for Defendant Elsinore, LLC

12

13

14

15

Approved as to form and content:

16

RICHARD L. TOBLER, LTD.

17

18

By: _____
Richard L. Tobler, Esq.
3654 N. Rancho Dr., Ste. 102
Las Vegas, NV 89130
Attorneys for Plaintiff

19

20

21

22

23

24

25

26

27

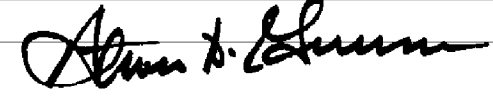
28

17009620.1

EXHIBIT 13

EXHIBIT 13

Electronically Filed
05/15/2012 02:54:33 PM



CLERK OF THE COURT

1 John T. Steffen (4390)
Richard L. Doxey (9005)
2 HUTCHISON & STEFFEN, LLC
Peccole Professional Park
3 10080 West Alta Drive, Suite 200
Las Vegas, NV 89145
4 Tel: (702) 385-2500
Fax: (702) 385-2086
5 jsteffen@hutchlegal.com
rdoxey@hutchlegal.com

6 *Attorneys for Defendant*
7 *Maverick Valley Properties, LLC*

8
9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 MARTIN CENTENO and RICARDO ROJAS,
12 Plaintiffs,

13 v.

14 MAVERICK VALLEY PROPERTIES, LLC;
RECORDER'S OFFICE of Clark County,
15 Nevada; and ASSESSOR'S OFFICE of Clark
County, Nevada, their assignees and/or
16 successors; DOE individuals A through X,
inclusive, and ROE Corporations A through X,
17 inclusive, and all other persons unknown and
claiming any right, title, estate, lien or interest
18 in the real property described in this Complaint
adverse to Plaintiff's ownership or any cloud
19 upon Plaintiff's title thereto.

20 Defendants.

CASE NO.: A654878
DEPT NO.: XXIV

**ORDER GRANTING MAVERICK
VALLEY PROPERTIES, LLC'S
MOTION TO DISMISS AND
EXPUNGE LIS PENDENS AND
DENYING PLAINTIFF'S
COUNTERMOTION FOR
SUMMARY JUDGMENT**

21 The Motion to Dismiss and Expunge Lis Pendens filed by Defendant Maverick Valley
22 Properties, LLC, on March 14, 2012 ("Maverick Valley's Motion") and Plaintiffs' request for
23 summary judgment came on for hearing before the Court on April 18, 2012. Attorney Richard
24 L Doxey of HUTCHISON & STEFFEN appeared on behalf of Defendant Maverick Valley
25 Properties, LLC. Martin Centeno and Ricardo Rojas each appeared. The Court having
26 reviewed Maverick Valley's Motion, its exhibits, the opposition/counter motion, reply and the
27 pleadings and papers on file, considered the oral arguments and good cause appearing, hereby
28 enters the following order:

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

1 IT IS HEREBY ORDERED that Defendant's Maverick Valley Properties, LLC's
2 Motion to Dismiss and Expunge Lis Pendens is granted.

3 IT IS HEREBY ORDERED, that Plaintiffs' counter-motion for summary judgment is
4 denied.

5 IT IS HEREBY ORDERED, that Plaintiffs lis pendens recorded with the Clark County
6 recorder's office is expunged and forever released from the Property.

7 This Order is based on the following Findings of Fact and Conclusions of Law:

8 **FINDINGS OF FACT**

9 1. Maverick Valley Properties is a third party purchaser of real property at a NRS Chapter
10 107 nonjudicial foreclosure sale. The real property subject to this action is commonly
11 known as, 5455 Criollo Dr., Las Vegas, Nevada 89122 and more particularly described
12 as:

13 Parcel I

14 Lot Sixty-Six (66) of Stallion Mountain estates II unite 3, as shown by map thereof on
15 file in Book 128 of Plats, page 27, in the Office of the County Recorder of Clark
16 County, Nevada.
17 Reserving therefrom a non-exclusive easement for ingress, egress, and enjoyment upon
18 and over that portion of said subdivision delineated on the plat as "private Street and
19 U.E" and "Common Lots".

20 Parcel II

21 A non-exclusive easement for ingress, egress and enjoyment upon and over that portion
22 of said subdivision delineated on the plat as "Private Street and U.E." and Common
23 Lots" and further described in that certain Declaration of Covenants, Conditions and
24 Restrictions of Estates at Stallion Mountain, recorded May 13, 2005 in Book 20050513
25 as Document No. 03795 of Official Records.

26 APN No. 161-16-813-003

27 (hereinafter "Property").

28 2. Prior to Maverick Valley Properties purchase of the Property, it was purchased by a
certain Jon P. Dullano who obtained a Grant Bargain Sale Deed on August 4, 2006,
which is recorded in the official records of the Clark County Recorder on August 4,
2006 in book number 20060804-0001511.

3. To purchase the Property, Mr. Dullano obtained a loan in the amount of \$310,210.00

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
 PECOLE PROFESSIONAL PARK
 10080 WEST ALTA DRIVE, SUITE 200
 LAS VEGAS, NV 89145

- 1 which was secured a certain Deed of Trust ("First DOT") recorded with the Clark
- 2 County Recorder on August 4, 2006 in book number 20060804-0001514.
- 3 4. Mr. Dullano defaulted on the loan and as a result a Notice of Breach and Default and of
- 4 Election to Cause Sale of Real Property Under Deed of Trust ("NOD") was recorded on
- 5 December 14, 2009, in book number 20091214-0000670.
- 6 5. According to the NOD, MTC Financial Inc. dba Trustee Corps is authorized to act as an
- 7 agent of the beneficiary of the First DOT.
- 8 6. The Property was in a homeowners association ("HOA") and a Notice of Delinquent
- 9 Assessment ("HOA Lien") dated December 22, 2010 was recorded with the Clark
- 10 County Recorder on January 4, 2010 in book number 20100104-0002094.
- 11 7. An assignment of the First DOT from MERS to EMC Mortgage Corporation dated
- 12 December 12, 2009 was recorded in the Clark County Recorder on January 21, 2010 in
- 13 book number 20100121-0003472.
- 14 8. A Substitution of Trustee for the First DOT dated December 13, 2009 was recorded in
- 15 the Clark County Recorder on January 11, 2010 in book number 20100111-0001033.
- 16 The substitution documents that Trustee Corps (the dba of MTC Financial Inc.) was
- 17 appointed the trustee of the First DOT.
- 18 9. A Notice of Default and Election to Sell Under Homeowners Association Lien (HOA
- 19 NOD) was recorded with the Clark County Recorder on September 9, 2010 in book
- 20 number 20100909-0001115.
- 21 10. A Notice of Trustee's Sale for the HOA ("HOA Notice of Sale") was recorded with the
- 22 Clark County Recorder on March 29, 2011 in book number 20110329-0002927.
- 23 11. A Trustee's Deed Upon Sale from the HOA sale ("HOA Trustee's Deed") vesting
- 24 Criollo Family Trust with title to the Property was recorded on August 2, 2011 with the
- 25 Clark County Recorder in book number 20110802-0002927.
- 26 12. The HOA Trustee's Deed is without warranty and conveyed to the Criollo Family Trust
- 27 all title of the unit owner, which in this matter was Jon P. Dullano.
- 28 13. Jon P. Dullano's interest in the Property, which was obtained by the Criollo Family

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

- 1 Trust, was at all times subject to the First DOT.
- 2 14. The First DOT was not extinguished by the HOA foreclosure.
- 3 15. An assignment of the First DOT from EMC Mortgage Corporation to JP Morgan Chase
- 4 Bank, N.A. dated October 4, 2011 was recorded in the Clark County Recorder on
- 5 December 5, 2011 in book number 20111205-0001432.
- 6 16. A certificate from the State of Nevada Foreclosure Mediation Program for the First
- 7 DOT was recorded on December 5, 2011 with the Clark County Recorder in book
- 8 number 20111205-0001431.
- 9 17. A Notice of Trustees Sale for the First DOT ("First DOT Notice of Sale") was recorded
- 10 with the Clark County Recorder on December 5, 2011 in book number 20111205-
- 11 0001433.
- 12 18. A Trustee's Deed Upon Sale from the First DOT sale ("First DOT Trustee's Deed")
- 13 vesting Maverick Valley Properties, LLC with title to the Property was recorded on
- 14 January 19, 2012 with the Clark County Recorder in book number 20120119-0003147.
- 15 19. Criollo Family Trust was on title to the Property at the time of the NRS 107 foreclosure
- 16 sale, but its title only consisted of the title previously owned by John P. Dullano which
- 17 at all times was subject to the First DOT.
- 18 20. The title held by the Criollo Family Trust was not superior to the First DOT.
- 19 21. Neither of the Plaintiffs are attorneys licenced to practice in the State of Nevada.
- 20 22. Neither of the Plaintiffs tendered the undisputed amount due and owing on the First
- 21 DOT.
- 22 23. The Plaintiffs filed an amended complaint on January 25, 2012 with the following cause
- 23 of actions: Maverick Valley Properties is Not a Buyer in Good Faith; The Trustee's Sale
- 24 to Defendant Maverick Valley Properties is Null and Void; Defendant's Predecessor-in-
- 25 interest, MTC Financial Inc., Has No Power or Right to Sell Subject Property in a
- 26 Trustee's Sale; Cancellation of Trustee Sale and Quieting of Title of Plaintiff; Issuance
- 27 of Temporary Restraining order and/or Injunction.
- 28 24. The Plaintiffs also filed a lis pendens with the Court on January 25, 2012 which, if

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

1 recorded shall be expunged and forever released from the Clark County Recorder's
2 office.

3 25. Any finding of fact set forth herein that is more appropriately categorized as a
4 conclusion of law shall be deemed to be a conclusion of law.

5 **CONCLUSIONS OF LAW**

6 1. Pursuant to NRCP Rule 12(b)(5) a court may dismiss a complaint for failure to state a
7 claim upon which relief can be granted. The court construed the complaint liberally and
8 accepted all its factual allegations as true. See *Breliant v. Preferred Equities Corp.*, 109
9 Nev. 842, 845, 858 P. 2d 1258, 1260 (1993).

10 2. In addition to the complaint's allegations, the Court may take into account matters of
11 public record, orders, items present in the record of the case, and any exhibits attached
12 to the complaint when ruling on a motion to dismiss for failure to state a claim upon
13 which relief can be granted. See *Breliant*, 109 Nev. at 847, 858 P.2d at 1261.

14 3. The court took into consideration, with no opposition by Plaintiffs, the documents of
15 public record that were attached to Maverick Valley's Motion.

16 4. The Court also applied the summary judgment standard to Plaintiffs' request for
17 summary judgment and they are not entitled to summary judgment as a matter of law.

18 5. Although a person is entitled to represent himself or herself in the district court, no rule
19 or statute permits a person to represent any other person, a company, a trust, or any
20 other entity in the district courts or in this court. See *Salman v. Newell* 110 Nev. 1333,
21 1336, 885 P.2d 607, 608 (Nev.,1994).

22 6. The HOA Trustee's Deed vested Criollo Family Trust with Mr. Dullano's interest in the
23 Property and as a matter of law Plaintiffs cannot represent the Criollo Family Trust's
24 interest in this action as they are not attorneys licenced to practice law in Nevada. To
25 the extent Plaintiffs are attempting to represent the Criollo Family Trust the matter must
26 be dismissed as Plaintiffs are not attorneys authorized to represent a trust in Nevada.

27 7. Even if Plaintiffs did have a right in the Property, their claims also fail as the title
28 obtained from the HOA foreclosure was not superior to the First DOT.

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
 PECOLE PROFESSIONAL PARK
 10080 WEST ALTA DRIVE, SUITE 200
 LAS VEGAS, NV 89145

- 1 8. Statutes should be construed so that no part is rendered meaningless. *See Public*
- 2 *Employees' Benefits Program v. Las Vegas Metropolitan Police Dept.* 124 Nev. 138,
- 3 147, 179 P.3d 542, 548 (Nev.,2008).
- 4 9. NRS 116.3116(2)(b) expressly provides:
- 5 A lien under this section is prior to all other liens and encumbrances on a unit except:
- 6
- 7 (b) A first security interest on the unit recorded before the date on which the assessment
- 8 sought to be enforced became delinquent or in a cooperative, the first security interest
- 9 encumbering only the unit's owner's interest and perfected before the date on which the
- 10 assessment sought to be enforce became delinquent
- 11 10. The First DOT was a first security interest on the Property recorded before the date on
- 12 which the assessment sought to be enforced became delinquent.
- 13 11. NRS 116.3116(2) also contains the following language:
- 14 The lien is also prior to all security interests described in paragraph (b) to the extent of
- 15 any charges incurred by the association on a unit pursuant to NRS 116.310312 and to
- 16 the extent of the assessments for common expenses based on the periodic budget
- 17 adopted by the association pursuant to NRS 116.3115 which would have become due in
- 18 the absence of acceleration during the 9 months immediately preceding institution of an
- 19 action to enforce the lien, unless federal regulations adopted by the Federal Home Loan
- 20 Mortgage Corporation or the Federal National Mortgage Association require a shorter
- 21 period of priority for the lien. If federal regulations adopted by the Federal Home Loan
- 22 Mortgage Corporation or the Federal National Mortgage Association require a shorter
- 23 period of priority for the lien, the period during which the lien is prior to all security
- 24 interests described in paragraph (b) must be determined in accordance with those federal
- 25 regulations, except that notwithstanding the provisions of the federal regulations, the
- 26 period of priority for the lien must not be less than the 6 months immediately preceding
- 27 institution of an action to enforce the lien. This subsection does not affect the priority of
- 28 mechanics' or materialmen's liens, or the priority of liens for other assessments made by
- the association.
12. Pursuant to NRS 116.31162, an HOA may foreclose on a lien.
13. Pursuant to NRS 116.31166(3), when a HOA conducts a foreclosure the person
- conducting the sale can only deliver to the purchaser a deed without warranty which
- conveys to the purchaser all title of the unit's owner to the unit. The unit owner's title,
- in this case, was at all time subject to the First DOT. A purchaser that obtains a title
- pursuant to NRS 116.31166(3) does not receive an interest in the Property that is senior
- to a first security interest as defined in NRS 116.3116(2)(b).
14. The additional language in NRS 116.3116(2) allows an HOA to collect the sums due

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

- 1 and owing, as defined in the additional language, by way of a lien which acts as a right
2 to payment. However, when the HOA proceeds to foreclose on its lien the purchaser
3 only receives the title of the unit owner. Just as a unit owner who grants a first security
4 interest in a property must payoff the obligation underlying a first security interest to
5 obtain a reconveyance of a first security interest; likewise, the grantee receiving all the
6 title of the unit owner by way of a HOA foreclosure deed also must payoff the
7 obligation underlying the first security interest in order to release the first security
8 interest. Accordingly, here, the HOA Trustee's Deed was at all times subject to the First
9 DOT.
- 10 15. The first cause of action fails as a matter of law because the First DOT was not
11 extinguished by the HOA foreclosure sale and Maverick Valley Properties' First DOT
12 Trustee's Deed establishes that it is entitled all rights to the Property.
- 13 16. Likewise, Plaintiffs' second cause of action fails as a matter of law. Maverick Valley
14 Properties' First DOT Trustee's Deed is valid as the prior HOA foreclosure sale did not
15 extinguish the First DOT.
- 16 17. Plaintiffs' third cause of action fails as a matter of law because Plaintiffs failed to tender
17 the undisputed amount due and owing on the First DOT. Additionally, Plaintiffs failed
18 to provide any legal authority refuting or rebutting, *Wittrig v. First National Bank of*
19 *Nevada* 2011 WL 5598321, 1 (D.Nev.) (D.Nev.,2011).
- 20 18. Plaintiffs' fourth cause of action fails as a matter of law because Maverick Valley
21 Properties' First DOT Trustee's Deed is valid as the prior HOA foreclosure sale did not
22 extinguish the First DOT.
- 23 19. Plaintiffs' fifth cause of action fails as a matter of law because Maverick Valley
24 Properties' is entitled to the Property and Plaintiffs' are not entitled to any restraining
25 order or injunction that allows them to interfere with the Property.
- 26
27
28

HUTCHISON & STEFFEN

A PROFESSIONAL LLC
PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NV 89145

1 20. Any conclusion of law set forth herein that is more appropriately categorized as a
2 finding of fact shall be deemed to be a finding of fact.

3 DATED this 15 day of May 2012

4
5
6 District Court Judge

Submitted by:

7 HUTCHISON & STEFFEN, LLC

8
9 John T. Steffen

Richard L. Doxey

10 Peccole Professional Park

10080 West Alta Drive, Suite 200

11 Las Vegas, NV 89145

rdoxey@hutchlegal.com

12
13 Approved to content:

14 Copy provided but not signed and returned

15 Martin Centeno

P.O Box 70033

16 Las Vegas, Nevada 89122

Approved to content

14 Copy provided but not signed and returned

15 Ricardo Fojas

P.O Box 70033

16 Las Vegas, Nevada 89122

EXHIBIT 14

EXHIBIT 14

**MINUTES OF THE MEETING
OF THE
ASSEMBLY COMMITTEE ON JUDICIARY**

**Seventy-Fifth Session
March 6, 2009**

The Committee on Judiciary was called to order by Chairman Bernie Anderson at 8:12 a.m. on Friday, March 6, 2009, in Room 3138 of the Legislative Building, 401 South Carson Street, Carson City, Nevada. The meeting was videoconferenced to Room 4401 of the Grant Sawyer State Office Building, 555 East Washington Avenue, Las Vegas, Nevada. Copies of the minutes, including the Agenda (Exhibit A), the Attendance Roster (Exhibit B), and other substantive exhibits, are available and on file in the Research Library of the Legislative Counsel Bureau and on the Nevada Legislature's website at www.leg.state.nv.us/75th2009/committees/. In addition, copies of the audio record may be purchased through the Legislative Counsel Bureau's Publications Office (email: publications@lcb.state.nv.us; telephone: 775-684-6835).

COMMITTEE MEMBERS PRESENT:

Assemblyman Bernie Anderson, Chairman
Assemblyman Tick Segerblom, Vice Chair
Assemblyman John C. Carpenter
Assemblyman Ty Cobb
Assemblywoman Marilyn Dondero Loop
Assemblyman Don Gustavson
Assemblyman John Hambrick
Assemblyman William C. Horne
Assemblyman Ruben J. Kihuen
Assemblyman Mark A. Manendo
Assemblyman Harry Mortenson
Assemblyman James Ohrenschall
Assemblywoman Bonnie Parnell

COMMITTEE MEMBERS ABSENT:

Assemblyman Richard McArthur (excused)

Minutes ID: 391

*** 02091 ***

GUEST LEGISLATORS PRESENT:

Assemblyman Joseph M. Hogan, Clark County Assembly District No. 10
Assemblywoman Ellen Spiegel, Clark County Assembly District No. 21

STAFF MEMBERS PRESENT:

Jennifer M. Chisel, Committee Policy Analyst
Nick Anthony, Committee Counsel
Katherine Malzahn-Bass, Committee Manager
Robert Gonzalez, Committee Secretary
Nichole Bailey, Committee Assistant

OTHERS PRESENT:

Pam Borda, President and General Manager, Spring Creek Association,
Spring Creek, Nevada
Stephanie Licht, Private Citizen, Spring Creek, Nevada
Warren Russell, Commissioner, Board of Commissioners, Elko County,
Nevada
Michael Buckley, Commissioner, Las Vegas, Commission for
Common-Interest Communities Commission, Real Estate Division,
Department of Business and Industry; Real Property Division, State
Bar of Nevada
Robert Robey, Private Citizen, Las Vegas, Nevada
Barbara Holland, Private Citizen, Las Vegas, Nevada
Jon L. Sasser, representing Washoe Legal Services, Reno, Nevada
Rhea Gerken, Directing Attorney, Nevada Legal Services,
Las Vegas, Nevada
James T. Endres, representing McDonald, Carano & Wilson; and the
Southern Nevada Chapter of the National Association of Industrial
and Office Properties, Reno, Nevada
Paula Berkley, representing the Nevada Network Against Domestic
Violence, Reno, Nevada
Jan Gilbert, representing the Progressive Leadership Alliance of Nevada,
Carson City, Nevada
David L. Howard, representing the National Association of Industrial and
Office Properties, Northern Nevada Chapter, Reno, Nevada
Ernie Nielsen, representing Washoe County Senior Law Project,
Reno, Nevada
Shawn Griffin, Director, Community Chest, Virginia City, Nevada
Charles "Tony" Chinnici, representing Corazon Real Estate, Reno, Nevada

Jennifer Chandler, Co-Chair, Northern Nevada Apartment Association,
Reno, Nevada
Rhonda L. Cain, Private Citizen, Reno, Nevada
Kellie Fox, Crime Prevention Officer, Community Affairs, Reno Police
Department, Reno, Nevada
Bret Holmes, President, Southern Nevada Multi-Housing Association, Las
Vegas, Nevada
Zelda Ellis, Director of Operations, City of Las Vegas Housing Authority,
Las Vegas, Nevada
Jenny Reese, representing the Nevada Association of Realtors,
Reno, Nevada
Roberta A. Ross, Private Citizen, Reno, Nevada
Bill Uffelman, President and Chief Executive Officer, Nevada Bankers
Association, Las Vegas, Nevada
Alan Crandall, Senior Vice President, Community Association Bank,
Bothell, Washington
Bill DiBenedetto, Private Citizen, Las Vegas, Nevada
Michael Trudell, Manager, Caughlin Ranch Homeowners Association,
Reno, Nevada
Lisa Kim, representing the Nevada Association of Realtors, Las Vegas,
Nevada
John Radocha, Private Citizen, Las Vegas, Nevada
David Stone, President, Nevada Association Services, Las Vegas, Nevada
Wayne M. Pressel, Private Citizen, Minden, Nevada

Chairman Anderson:

[Roll called. Chairman reminded everyone present of the Committee rules.]

We have a rather large number of people who have indicated a desire to speak. We have three bills which must be heard today, so we will try to allocate a fair amount of time to hear from those both in favor and against so that everybody has an opportunity to be heard.

Ms. Chisel, do we have a handout from legislation we saw yesterday?

Jennifer M. Chisel, Committee Policy Analyst:

Yesterday we heard Assembly Bill 182, which was brought to the Committee by Majority Leader Ocegüera. During that conversation, Lieutenant Tom Roberts indicated that he would provide to the Committee a list of the explosive materials that is in the Federal Register. That has been provided to the Committee, and that is what is before you (Exhibit C).

60 days following a foreclosure sale. Mr. Sasser made reference to section 6 of A.B. 189, which is the notice to quit after a foreclosure sale. He said that he did not really care about that section, as it was a result of the enthusiasm on the part of the Legislative Counsel Bureau. I would suggest that section 6 needs to fall off of the bill.

Chairman Anderson:

So, the bankers would like us to remove section 6 as being unnecessary. Have you prepared an amendment?

Bill Uffelman:

I could prepare one very quickly, Mr. Anderson (Exhibit S).

Chairman Anderson:

Did you raise these concerns with the primary sponsor of the bill?

Bill Uffelman:

I have spoken with Mr. Sasser, who was acting as a representative of the sponsor of A.B. 189.

Chairman Anderson:

Thank you, sir. Does anybody have any amendments that need to be placed into the record? Ms. Rosalie M. Escobedo has submitted testimony, and that will be entered into the record (Exhibit T). We will close the hearing on A.B. 189.

[A three-minute recess was called.]

I will open the hearing on Assembly Bill 204.

Assembly Bill 204: **Revises provisions relating to the priority of certain liens against units in common-interest communities. (BDR 10-920)**

Assemblywoman Elen Spiegel, Clark County Assembly District 21:

Thank you for having me and for hearing this bill. As a disclosure, I serve on the Board of the Green Valley Ranch Community Association. This bill will not affect me or my association any more than it would any other association in this state. My participation on the board gave me firsthand insight into this issue. That is what led me to introduce this legislation. I am here today to present A.B. 204, which can help stabilize Nevada's real estate market, preserve communities, and help protect our largest assets: our homes. Whether you live in a common-interest community or not, whether you like common-interest communities or hate them, whether you live in an urban area or a rural area, the

outcome of this bill will have a direct impact on you and your constituents. Just as a summary, A.B. 204 extends the existing superpriority from six months to two years. There are no fiscal notes on this. In a nutshell, this bill makes it possible for common-interest communities to collect dues that are in arrears for up to two years at the time of foreclosure. This is necessary now because foreclosures are now taking up to two years. At the time the original law was written, they were taking about six months. So, as the time frames moved on, the need has moved up.

Since everyone who buys into a common-interest community clearly understands that there are dues, community budgets have historically been based upon the assumption that nearly all of the regular assessments will be collected. Communities are now facing severe hardships, and many are unable to meet their contractual obligations because of all of the dues that are in arrears. Some other communities are reducing services, and then simultaneously increasing their financial liabilities. They and their homeowners need our help.

I recognize that there are some concerns with this bill, and you will hear about those later this morning directly from those with concerns. I have been having discussions with several of the concerned parties, and I believe that we will be able to work something out to address many of their concerns. In the meantime, I would like to make sure that you have a clear understanding of this bill and what we are trying to achieve.

The objectives are, first and foremost, to help homeowners, banks, and investors maintain their property values; help common-interest communities mitigate the adverse effects of the mortgage/foreclosure crisis; help homeowners avoid special assessments resulting from revenue shortfalls due to fellow community members who did not pay required fees; and, prevent cost-shifting from common-interest communities to local governments.

This bill is vital because our constituents are hurting. Our current economic conditions are bleak, and we must take action to address our state's critical needs. I do not need to tell you that things are not good, but I will. If you look, I have provided you with a map that shows the State of Nevada and, by county, how foreclosures are going (Exhibit U). Clark, Washoe, and Nye Counties are extremely hard hit, with an average of 1 in every 63 housing units in foreclosure. People whose homes are being foreclosed on are not paying their association dues, and all of the rest of the neighbors are facing the effects of that. Clark County is being hit the hardest, and we will look at what is going on in Clark County in a little bit more depth just as an example.

Chairman Anderson:

Neither Robert's Rules of Order, nor Mason's Manual, which is the document we use, recognizes any kind of amendment as friendly. They are always an impediment. Thank you, sir, for your writing. If there are any other written documents that have not yet been given to the secretary, please do so now.

Wayne M. Pressel, Private Citizen, Minden, Nevada:

Myself and two witnesses would like to speak against A.B. 204. I realize that this may not be the opportunity to do so, I just want to make sure that we are on the record that we do have some opposition, and we would like to articulate that opposition at some later time to the Judiciary Committee.

Chairman Anderson:

There will probably not be another hearing on the bill, given the restraints of the 120-day session. The next time we will see this bill is if it gets to a work session, at which time there is no public testimony. I would suggest that you put your comments in writing, and we will leave the record open so that you can have them submitted as such. With that, we are adjourned.

[Meeting adjourned at 11:20 a.m.]

RESPECTFULLY SUBMITTED:

Robert Gonzalez
Committee Secretary

APPROVED BY:

Assemblyman Bernie Anderson, Chairman

DATE: _____

EXHIBIT 15

EXHIBIT 15

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

June 15, 2011

A-10-621628-C

Design 3.2 LLC, Plaintiff(s)

vs.

Bank of New York Mellon, Defendant(s)

June 15, 2011

8:30 AM

Motion for Summary
Judgment

HEARD BY: Silver, Abbi

COURTROOM: RJC Courtroom 11D

COURT CLERK: Jennifer Kimmel

RECORDER:

REPORTER: JoAnn Melendez

PARTIES

PRESENT: Hahn, Kevin Deft's Atty
 Needham, Alan A Pltf's Atty

JOURNAL ENTRIES

- Mr. Hahn present through Court Call. Matter argued and submitted. COURT ORDERED, ruling is deferred and the Court will issue a decision through minute order today.

Following the hearing, COURT FURTHER ORDERED, pursuant to NRCP 56, NRS 116.3116, Brophy Min. Co. v. Brophy & Dale Gold & Silver Min. Co., 15 Nev. 101 (1880), Leasepartners Corp. v. Robert L. Brooks Trust, 113 Nev. 747 (1997), and Industrial Dev. v. Benedetti, 103 Nev. 360 (1987), Bank of New York Mellon's Motion for Summary Judgment is GRANTED.

Defendant Bank of New York Mellon ("BNYM") seeks summary judgment on the two claims in Plaintiff's Complaint: quiet title and unjust enrichment. Defendant has put forth evidence that it has a priority lien on the property sufficient to warrant summary judgment. Furthermore, Defendant submits it has gained nothing unjustly such that a claim for unjust enrichment in favor of Plaintiff is appropriate.

NRS 116.3116 governs liens against units for assessments. It states that an assessment lien by a homeowner's or unit-owner's association "is prior to all other liens and encumbrances on a unit except: (a) Liens and encumbrances recorded before the recordation of the declaration and . . . (b) A

PRINT DATE: 06/15/2011

Page 1 of 3

Minutes Date: June 15, 2011

first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent" NRS 116.3116(2)(a)-(b).

Here, Defendant's first security interest Deed was recorded on August 16, 2006. The assessment lien was recorded on June 6, 2008 two years later. Therefore, the security lien is first in time prior to the assessment lien of the Homeowner s association. Plaintiff was on notice of the recorded 2006 secured lien on the property at the 2009 foreclosure sale in which it purchased the property. The security interest and priority lien was not extinguished by the foreclosure sale of the HOA and the plaintiffs took title of the property subject to the lien pursuant to NRS 116.3116. Accordingly, there are no genuine issues of material fact as a matter of law, and Defendant is entitled to judgment as a matter of law.

Further, a bona fide purchaser for value must show that "the purchase was made in good faith, for a valuable consideration; that the purchase price was wholly paid, and that the conveyance of the legal title was received before notice of the equities of [other parties]." Brophy, 15 Nev. at 106. Here, because BNYM's interest in the property was duly recorded prior to Design 3.2's purchase, Design 3.2 purchased with actual or constructive notice of BNYM's interest. Furthermore, Design 3.2 did not pay valuable consideration to qualify as a bona fide purchaser for value. In 2006, McKnight purchased the property and executed a promissory note secured by a deed of trust encumbering the property in the amount of \$576,000. In 2009, Plaintiff purchased real property, a residence in Las Vegas, at a foreclosure sale by the HOA for only \$3,743.84. Accordingly, plaintiff cannot be deemed a bona fide purchaser for value in this case because Plaintiff took title in the property with knowledge of the Defendant s priority lien which remains in place.

Finally, BNYM is entitled to summary judgment on its unjust enrichment claim. The doctrine of unjust enrichment or recovery in quasi contract "applies to situations where there is no legal contract but where the person sought to be charged is in possession of money or property which in good conscience and justice he should not retain but deliver to another" Leasepartners, 113 Nev. at 756 (internal citations omitted). Furthermore, "unjust enrichment is the unjust retention of a benefit to the loss of another or the retention of money or property of another against the fundamental principles of justice or equity and good conscience." Industrial, 103 Nev. at 363 n. 2.

Here, there is no evidence BNYM received a benefit which in equity and good conscience belongs to Design 3.2. As a result of this Court granting Summary Judgment in favor of Defendant in this case, it follows that Plaintiff s claim for unjust enrichment must fail.

COURT FURTHER ORDERED, pursuant to NRCP 37, Plaintiff's Motion for Sanctions and Defendant's Countermotion for Sanctions are advanced and DENIED.

NRCP 37 states that for failure to comply with discovery, the Court may compel disclosure or sanction a party. The request must be accompanied by a certification that the movant in good faith conferred or attempted to confer with the other party to secure the discovery prior to court action. NRCP 37(a) (2) (A). Under NRCP 37(a) (4) (A), a prevailing movant is entitled to fees and costs

1 MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
2 mbohn@bohnlawfirm.com
LAW OFFICES OF
3 MICHAEL F. BOHN, ESQ., LTD.
376 East Warm Springs Road, Ste. 125
4 Las Vegas, Nevada 89119
(702) 642-3113 / (702) 642-9766 FAX
5 Attorney for appellant/plaintiff
6
7

Electronically Filed
Nov 19 2013 10:59 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

8 SUPREME COURT COURT

9 STATE OF NEVADA

10 DAISY TRUST

11 Appellant

12 vs.

13 WELLS FARGO BANK NA, MTC
FINANCIAL, INC., dba TRUSTEE CORPS

14 Respondent.
15

CASE NO.: 63611

16
17 JOINT APPENDIX 2
18
19

20 Michael F. Bohn, Esq.
Law Office of Michael F. Bohn, Esq., Ltd.
376 East Warm Springs Road, Ste. 125
21 Las Vegas, Nevada 89119
(702) 642-3113/ (702) 642-9766 FAX
22 Attorney for Appellant
23
24

Richard Reynolds, Esq.
Burke Williams & Sorensen
1851 E. First St. # 1550
Santa Ana, Ca 92705-4067

Robin E. Perkins
Snell & Wilmer, LLP
3883 Howard Hughes Pkwy # 1100
Las Vegas, NV 89169

Michael E. Sullivan
Robison, Belaustegui, Sharp & Low
71 Washington St
Reno, NV 89503

Attorney for Respondents
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

INDEX TO APPENDIX

Request for judicial notice Part 1..... APP000219

Request for judicial notice Part 2..... APP000254

Request for judicial notice Part 3..... APP000289

Request for judicial notice Part 4..... APP000324

Request for judicial notice Part 5..... APP000359

Defendant MTC Financials notice of joinder. APP000395

Notice of non opposition to Wells Fargos countermotion to dismiss. APP000398

ALPHABETICAL INDEX TO APPENDIX

Affidavit of Iyad Haddad..... APP000127

Answer to complaint by defendant MTC Financial..... APP000163

Complaint APP000001

Decision..... APP000552

Declaration of Michael F. Bohn..... APP000125

Defendant MTC Financials notice of joinder. APP000395

Defendant MTC Financials notice of joinder. APP000549

Ex parte motion for temporary restraining order..... APP000006

Ex parte motion for temporary restraining order..... APP000064

Minute Order. APP000558

Notice of department reassignment. APP000134

Notice of dismissal of defendant Cynthia S. Blime..... APP000149

Notice of entry of decision..... APP000564

Notice of entry of minute order. APP000559

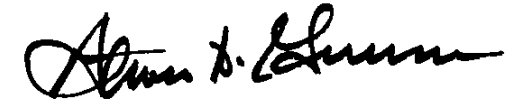
Notice of entry of stipulation and order..... APP000168

Notice of non opposition to Wells Fargos countermotion to dismiss. APP000398

Notice of posting security. APP000132

1	Notice of removal to federal court.....	APP000136
2	Order extending temporary restraining order.....	APP000135
3	Order of remand from federal court.....	APP000151
4	Response to opposition to motion for preliminary injunction Part 1.....	APP000401
5	Response to opposition to motion for preliminary injunction Part 2.....	APP000441
6	Request for judicial notice Part 1.....	APP000219
7	Request for judicial notice Part 2.....	APP000254
8	Request for judicial notice Part 3.....	APP000289
9	Request for judicial notice Part 4.....	APP000324
10	Request for judicial notice Part 5.....	APP000359
11	Stipulation and order to set hearing on order to show cause.....	APP000158
12	Supplement to ex parte motion.	APP000122
13	Supplement to Wells Fargos reply in support of its countermotion to dismiss.....	APP000543
14	Temporary restraining order.	APP000129
15	Transcript of proceedings of July 2, 2013.	APP000574
16	Wells Fargo Banks opposition to ex parte motion for temporary restraining order.	APP000177
17	Wells Fargos reply in support of its countermotion to dismiss.	APP000480
18	Wells Fargos supplement to request for judicial notice.....	APP000506

19
20
21
22
23
24
25
26
27
28



CLERK OF THE COURT

1 RFJN
Amy F. Sorenson, Esq.
2 Nevada Bar No. 12495
Richard C. Gordon, Esq.
3 Nevada Bar No. 9036
Robin E. Perkins, Esq.
4 Nevada Bar No. 9891
SNELL & WILMER L.L.P.
5 3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
6 Telephone: (702) 784-5200
Facsimile: (702) 784-5252
7 asorenson@swlaw.com
rgordon@swlaw.com
8 rperkins@swlaw.com

9 *Attorneys for Defendant Wells Fargo Bank, N.A.*

10
11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13
14 DAISY TRUST,

15 Plaintiff,

16 vs.

17 WELLS FARGO BANK, N.A.; MTC
18 FINANCIAL, INC., dba TRUSTEE
19 CORPS; DONALD K. BLUME and
CYNTHIA S. BLUME,

20 Defendants.

CASE NO. A-13-679095-C

REQUEST FOR JUDICIAL NOTICE

21 COMES NOW Defendant Wells Fargo Bank, N.A. ("Wells Fargo"), by and through its
22 counsel, the law firm of Snell & Wilmer L.L.P., and requests that the Court take judicial notice of
23 the documents listed below in this Request for Judicial Notice (the "Request"). Judicial notice of
24 the following documents is proper in the context of the Combined Opposition to Plaintiff's Ex
25 Parte Motion for Temporary Restraining Order ("Motion"); or Alternatively for Order to Show
26 Cause and Countermotion to Dismiss, as each document is a public document, duly recorded with
27 the Recorder's Office for Clark County, Nevada, central to the allegations of the Plaintiff's
28 complaint and Motion, even if not attached to the same, and otherwise subject to judicial notice as

Snell & Wilmer

L.L.P.
LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
702.784.5200

1 set forth herein.

2 1. *Daisy Trust v. Wells Fargo Bank, N.A., et al.*, Case No. A-13-675183-C, Dept.
3 XV, Order Denying Plaintiff Daisy Trust's Request for Injunctive Relief, Dissolving Temporary
4 Restraining Order, and Granting Defendant Wells Fargo Bank, N.A.'s Countermotion to Dismiss
5 with Prejudice, and Order Closing Case (attached as **Exhibit 1**).

6 2. Civil/Criminal Case Records Search Results (attached as **Exhibit 2**).

7 3. HOA Foreclosure Deed, recorded on August 9, 2012, as Document No.
8 201208090000673 (attached as **Exhibit 3**).

9 4. Deed of Trust, recorded on September 28, 2007 as Document No. 20070928-
10 0003141 (attached as **Exhibit 4**).

11 5. Notice of Delinquent Assessment Lien ("HOA Lien"), recorded on August 5,
12 2010, as Document No. 201008050003460 (attached as **Exhibit 5**).

13 6. Notice of Default and Election to Sell Under Homeowners Association Lien
14 ("HOA Default"), recorded on September 30, 2010, as Document No. 201009300001822
15 (attached as **Exhibit 6**).

16 7. Notice of Breach and Default and of Election to Cause Sale of Real Property
17 Under Deed of Trust ("Wells Fargo Notice of Default"), recorded on March 10, 2011, as
18 Document No. 201103100004072 (attached as **Exhibit 7**).

19 8. Notice of Foreclosure Sale ("HOA Notice of Sale"), recorded on January 31, 2012,
20 as Document No. 201201310001604 (attached as **Exhibit 8**).

21 9. Certificate -- State of Nevada Foreclosure Mediation Program, recorded on March
22 26, 2013, as Document No. 201303260003610 (attached as **Exhibit 9**).

23 10. Notice of Trustee's Sale ("Wells Fargo Notice of Sale") recorded on March 26,
24 2013, as Document No. 201303260003611 (attached as **Exhibit 10**).

25 11. *Sanucci Ct. Trust v. Elevado*, Case No. A-12-670423, Dept. XXX, Order, entered
26 March 20, 2013 (attached as **Exhibit 11**).

27 12. *SBW Investments, LLC v. Elsinore, LLC et al.*, Case No. A-13-675541-C, Dept.
28 XVII, Order Granting Defendant Elsinore's Motion to Dismiss, entered on May 9, 2013 (attached

1 as Exhibit 12).

2 13. *Centeno v. Maverick Valley Properties, LLC, et al.*, Case No. A654878, Dept.
3 XXIV, Order Granting Maverick Valley Properties, LLC's Motion to Dismiss and Expunge Lis
4 Pendens and Denying Plaintiff's Countermotion for Summary Judgment (attached as Exhibit 13).

5 14. Minutes of the Meeting of the Assembly Committee on Judiciary, dated March 6,
6 2009 (attached as Exhibit 14).

7 15. *Design 3.2, LLC v. Bank of New York Mellon*, Case No. A-10-621628-C, Dep.
8 XV, Court Minutes (attached as Exhibit 15).

9 16. Trustee's Deed Upon Sale (APN: 124-27-113-010) August 10, 2012, as Document
10 No. 20120810-00001702 (attached as Exhibit 16).

11 17. Foreclosure Deed (APN: 140-23-712-036) recorded August 15, 2012, as
12 Document No. 20120815-00000622 (attached as Exhibit 17).

13 18. Foreclosure Deed (APN: 190-06-412-079) recorded August 15, 2012, as
14 Document No. 20120815-00000714 (attached as Exhibit 18).

15 19. Foreclosure Deed (APN: 126-13-616-036) recorded August 15, 2012, as
16 Document No. 20120815-00002827 (attached as Exhibit 19).

17 20. Foreclosure Deed (APN: 125-18-510-015) recorded August 15, 2012, as
18 Document No. 20120815-00002829 (attached as Exhibit 20).

19 21. Trustee's Deed Upon Sale (APN: 124-28-419-040) recorded August 22, 2012, as
20 Document No. 20120822-00002440 (attached as Exhibit 21).

21 22. Foreclosure Deed (APN: 163-27-110-011) recorded August 23, 2012, as
22 Document No. 20120823-00001599 (attached as Exhibit 22).

23 23. Foreclosure Deed (APN: 124-31-610-080) recorded August 30, 2012, as
24 Document No. 20120830-00003474 (attached as Exhibit 23).

25 24. Foreclosure Deed (APN: 161-15-811-066) recorded August 30, 2012, as
26 Document No. 20120830-00003537 (attached as Exhibit 24).

27 25. Trustee's Deed Upon Sale (APN: 125-11-710-052) recorded September 4, 2012,
28 as Document No. 20120904-00002004 (attached as Exhibit 25).

26. Foreclosure Deed (APN: 124-27-412-045) recorded September 7, 2012, as Document No. 20120907-00001209 (attached as **Exhibit 26**).

27. Trustee's Deed Upon Sale (APN: 138-08-611-076) recorded September 11, 2012, as Document No. 20120911-00004365 (attached as **Exhibit 27**).

28. Trustee's Deed Upon Sale (APN: 138-08-613-089) recorded September 11, 2012, as Document No. 20120911-00004366 (attached as **Exhibit 28**).

29. Trustee's Deed Upon Sale (APN: 176-10-613-016) recorded September 11, 2012, as Document No. 20120911-00004367 (attached as **Exhibit 29**).

30. Foreclosure Deed (APN: 164-25-713-018) recorded September 20, 2012, as Document No. 20120920-00001819 (attached as **Exhibit 30**).

31. Foreclosure Deed (APN: 161-26-314-020) recorded September 20, 2012, as Document No. 20120920-00001821 (attached as **Exhibit 31**).

32. Trustee's Deed Upon Sale (APN: 176-21-811-012) recorded September 25, 2012, as Document No. 20120925-00000454 (attached as **Exhibit 32**).

33. Trustee's Deed Upon Sale (APN: 124-25-412-005) recorded September 28, 2012, as Document No. 20120928-00000564 (attached as **Exhibit 33**).

34. *Daisy Trust v. Wells Fargo Bank, N.A., et al.*, Case No. A-13-679095-C, Dept. XVIII, Complaint (attached as **Exhibit 34**).

35. *Daisy Trust v. Wells Fargo Bank, N.A., et al.*, Case No. A-13-675183-C, Dept. XVI, Complaint (attached as **Exhibit 35**).

A fact is subject to judicial notice if it is "(1) [g]enerally known within the territorial jurisdiction of the trial court; or (2) [c]apable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned, so that the fact is not subject to reasonable dispute." NRS 47.130. The court "shall take judicial notice if requested by a party and supplied with the necessary information" and such notice "may be taken at any stage of the proceeding." NRS 47.150, 47.170.

The Court may take judicial notice of matters of public record. *See Jory v. Bennight*, 542 P.2d 1400, 1403 (Nev. 1975) (taking notice of Secretary of State records); *United States v. 14.02*

1 *Acres of Land*, 547 F.3d 943, 955 (9th Cir. 2008) (the court “may take judicial notice of matters
2 of public record”); *Valasquez v. Mortgage Elec. Registration Sys., Inc.*, No. C 08-3818 PJH, 2008
3 WL 4938162, at *2–3 (N.D. Cal. Nov. 17, 2008) (taking judicial notice of: (1) Deed of Trust, (2)
4 Assignment of Deed of Trust, (3) Notice of Default and Election to Sell Under Deed of Trust, (4)
5 Substitution of Trustee, and (5) Rescission of Notice of Default because they were publicly
6 recorded).¹ Courts regularly take judicial notice of public documents attached to motions to
7 dismiss submitted by defendants. *See Leber v. Berkley Vacation Resorts*, Case No. 2:08-CV-
8 01752-PMP-PAL, 2009 U.S. Dist. LEXIS 66928 (D. Nev. Jul. 27, 2009); *Roe v. Johnson*, 334 F.
9 Supp. 2d 415, 419-20, n.6 (S.D. N.Y. 2004); *In re Bayside Prison Litigation*, 190 F. Supp. 2d
10 755, 761 (D. N. J. 2002).

11 The Court may also take judicial notice of documents that are incorporated by reference
12 into a complaint, even if not attached to the same, if: (1) the complaint refers to the document, (2)
13 the document is central to the plaintiff’s claims, and (3) the authenticity of the document is
14 undisputed. *See Marder v. Lopez*, 450 F.3d 445, 448 (9th Cir. 2006); *Branch v. Tunnell*, 14 F.3d
15 449, 454 (9th Cir. 1994) (“documents whose contents are alleged in a complaint and whose
16 authenticity no party questions, but which are not physically attached to the pleading, may be
17 considered in ruling on a Rule 12(b)(6) motion to dismiss”), *overruled on other grounds by*
18 *Galbraith v. County of Santa Clara*, 307 F.3d 1119, 1127 (9th Cir. 2002); *see also Gowen v.*
19 *Tiltware, LLC*, Case No. 2:08-cv-01581-RCJ-RJJ, 2009 U.S. Dist. LEXIS 43970 (D. Nev. May
20 19, 2009).

21 These various deeds of trust, foreclosure notices, and other property records are
22 documents recorded with the Clark County Recorder’s Office and, therefore, matters of public
23 record the authenticity of which may be readily and accurately determined. The deeds of trust,
24 foreclosure notices, and related property records are also incorporated by reference into Plaintiff’s
25 complaint. Thus, the Court may take judicial notice of these documents.

26 ¹“Federal cases interpreting the Federal Rules of Civil Procedure ‘are strong persuasive authority, because the
27 Nevada Rules of Civil Procedure are based in large part upon their federal counterparts.’” *Executive Mgmt., Ltd. V.*
28 *Ticor Title Insur. Co.*, 118 Nev. 46, 53, 38 P.3d 872 (2002). Therefore, this Court can look to the District of Nevada
for strongly persuasive authority on these issues. *Lund v. The Eighth Judicial Dist. Court*, 255 P.3d 280, 283 (Nev.
2011).

1 Additionally, legislative history is properly subject to judicial notice, when there is no
2 dispute as to its authenticity. 29 Am. Jur. 2d Evidence § 133. When interpreting a statute,
3 particularly when the statute is grounded in public policy, a court may take judicial notice of
4 legislative facts. *Id.* To determine legislative intent, a court may take judicial notice of the
5 legislative materials underlying the enactment of a statute, including, but not limited to committee
6 reports and committee hearing minutes. *Id.*; see also *Aramark Facility Services v. Serv.*
7 *Employees Int'l Union, Local 1877, AFL CIO*, 530 F.3d 817, 826 (9th Cir. 2008) (taking judicial
8 notice of legislative materials not part of the record.) In this case, this Court must consider and
9 determine the legislative intent behind the statutory provisions at issue. Therefore, judicial notice
10 of the legislative material offered is appropriate.

11 Finally, “[a]n order issued by another court is appropriate for judicial notice.” *County of*
12 *Tooele v. U.S. Dep't of Agric.*, 210 F.3d 382 (9th Cir. 2000) (citing *Papai v. Harbor Tug and*
13 *Barge Co.*, 67 F.3d 203, 207 n. 5 (9th Cir.1995); see also *United States ex rel. Robinson*
14 *Rancheria Citizens Council v. Borneo, Inc.*, 971 F.2d 244, 248 (9th Cir.1992) (taking judicial
15 notice of a state court decision). Thus, this Court can properly consider the orders attached to this
16 Request.

17 As set forth above, Wells Fargo requests this Court take judicial notice of the attached
18 documents.

19 Dated: May 21, 2013

SNELL & WILMER L.L.P.

20
21 By: Robin E. Perkins
22 Amy F. Sorenson, Esq.
23 Richard C. Gordon, Esq.
24 Robin E. Perkins, Esq.
25 3883 Howard Hughes Parkway
26 Suite 1100
27 Las Vegas, Nevada 89169
28 Attorneys for Defendant Wells Fargo Bank,
N.A.

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing **WELLS FARGO, BANK, N.A.'S REQUEST FOR JUDICIAL NOTICE** by the method indicated:

 X U.S. Mail
 U.S. Certified Mail
 Facsimile Transmission
 Overnight Mail
 Federal Express
 Hand Delivery
 Electronic Filing

and addressed to the following:

Michael F. Bohn, Esq.
Law Offices of Michael F. Bohn, Esq., Ltd.
376 E. Warm Springs Rd., Ste. 125
Las Vegas, NV 89119
mbohn@bohnlawfirm.com
Attorneys for Plaintiff

Richard J. Reynolds, Esq.
Burke, Williams & Sorensen, LLP
1851 E. First St., Ste. 1550
Santa Ana, CA 92705
rreynolds@bwslaw.com
Attorneys for MTC Financial Inc. dba Trustee Corps

Michael E Sullivan, Esq.
Robison, Belaustegui, Sharp & Low
71 Washington St.
Reno, NV 89503
msullivan@rbsllaw.com
Attorneys for MTC Financial Inc. dba Trustee Corps

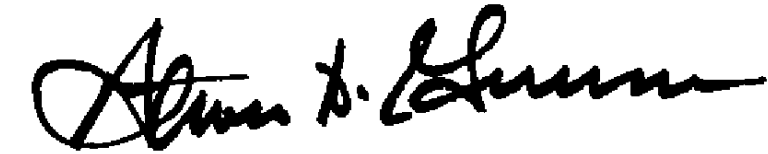
DATED May 21, 2013

Man G. Wu
An Employee of Snell & Wilmer LLP

17181855

EXHIBIT 1

EXHIBIT 1



CLERK OF THE COURT

1 **ORDER**

2 Amy F. Sorenson, Esq.
3 Nevada Bar No. 12495
4 Richard C. Gordon, Esq.
5 Nevada Bar No. 9036
6 Robin E. Perkins, Esq.
7 Nevada Bar No. 9891
8 SNELL & WILMER LLP.
9 3883 Howard Hughes Parkway, Suite 1100
10 Las Vegas, NV 89169
11 Telephone: (702) 784-5200
12 Facsimile: (702) 784-5252
13 asorenson@swlaw.com
14 rgordon@swlaw.com
15 rperkins@swlaw.com

16 *Attorneys for Defendant Wells Fargo Bank, N.A.*

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

14 DAISY TRUST,

15 Plaintiff,

16 vs.

17 WELLS FARGO BANK, N.A.;
18 NATIONAL DEFAULT SERVICING
19 CORPORATION; NEVADA LEGAL
20 NEWS, LLC; and RICHARD G.
21 WEIMER,

22 Defendants.

CASE NO. A-13-675183-C
DEPT. ~~XVI~~ XV

ORDER DENYING PLAINTIFF DAISY
TRUST'S REQUEST FOR INJUNCTIVE
RELIEF, DISSOLVING TEMPORARY
RESTRAINING ORDER, AND
GRANTING DEFENDANT WELLS
FARGO BANK, N.A.'S
COUNTERMOTION TO DISMISS
WITH PREJUDICE

AND

ORDER CLOSING CASE

25 Plaintiff Daisy Trust's ("Daisy Trust") Ex Parte Motion for Temporary Restraining
26 Order; or Alternatively for Order to Show Cause, and Defendant Wells Fargo Bank, N.A.'s
27 ("Wells Fargo") Countermotion to Dismiss came on for hearing on March 27, 2013 at 9:00 a.m.,
28

Snell & Wilmer

3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
(702) 784-5200

APR 15 2013

1 before the Honorable Abbi Silver in Department 15 of the above-entitled Court. Michael Bohn,
2 Esq. of the Law Offices of Michael F. Bohn, Esq., Ltd. appeared on behalf of Daisy Trust.
3 Richard C. Gordon, Esq. and Robin E. Perkins, Esq. of Snell & Wilmer L.L.P. appeared on
4 behalf of Wells Fargo. Having read the moving and opposing papers, and having heard the
5 respective arguments of counsel for both parties, and good cause appearing, the Court hereby
6 makes the following findings.

7 1. Plaintiff's complaint for quiet title and declaratory relief fails to state a claim
8 upon which relief can be granted pursuant to Nevada Rule of Civil Procedure 12(b)(5).

9 2. Pursuant to Nevada Revised Statute ("NRS") 116.3116(2)(b) a homeowners
10 association lien is subordinate to a first security interest on the unit recorded before the date on
11 which the assessment sought to be enforced became delinquent.

12 3. The super priority status of a homeowners association lien identified in NRS
13 116.3116(2) allows only for a priority to payment, relative to a first security interest, entitling the
14 homeowners association to payment of the super priority amount only, prior to payment of a
15 foreclosing first security interest lienholder.

16 4. A homeowners association's foreclosure of its super priority lien does not
17 extinguish a first security interest on the property recorded before the date on which the
18 assessment sought to be enforced became delinquent.

19 5. Plaintiff's counsel advised that the property at issue had been transferred into the
20 ownership of an entity that has recently filed bankruptcy.

21 Pursuant to these findings IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
22 that Defendant Wells Fargo's Countermotion to Dismiss is GRANTED with prejudice, as to
23 Defendant Wells Fargo only.

24 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the temporary
25 restraining order issued on January 18, 2013, effective for a period of thirty (30) days, has been
26 dissolved as the 30 day effective period has expired.


Snell & Wilmer

LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
702.784.1300

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff Daisy
2 Trust's motion for preliminary injunction or other injunctive relief is DENIED.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this case is closed,
4 and all matters pertaining to this action are to be taken off calendar.

5
6
7 Dated this 22 day of April, 2013.

8 
9 DISTRICT COURT JUDGE ~~ADDI SILVER~~

10
11 Submitted by:

12 SNELL & WILMER LLP.

13
14 By: Robin E. Perkins

15 Amy F. Sorenson, Esq.
16 Richard C. Gordon, Esq.
17 Robin E. Perkins, Esq.
18 3883 Howard Hughes Parkway
Suite 1100
Las Vegas, Nevada 89169
Attorneys for Defendant Wells Fargo Bank, N.A.

19 Approved as to Form and Content:

20 LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD.

21
22 By: Michael F. Bohn

23 Michael F. Bohn, Esq.
24 376 E. Warm Springs Rd., Ste. 125
Las Vegas, NV 89119
Attorneys for Plaintiff

EXHIBIT 2

EXHIBIT 2

Civil/Criminal Case Records Search Results

[Skip to Main Content](#) [Logout My Account](#) [Search Menu](#) [New District Civil/Criminal](#)
[Search Refine Search](#)

Location : District Court Civil/Criminal [Help](#)

Record Count: 8

Search By: Party **Party Search Mode:** Business Name **Business Name:** daisy trust **Case Status:** All **Sort By:** Filed Date

Case Number	Citation Number	Style/Defendant Info	Filed/Location	Type/Status	Charge(s)
A-12-669791-C		Select Portfolio Servicing, Inc., Plaintiff(s) vs. Patricia Butler, Defendant(s)	10/08/2012 Department 28	Title to Property Open	
A-13-675181-C		Daisy Trust, Plaintiff (s) vs. BAC Home Loans Servicing LP., Defendant(s)	01/16/2013 Department 26	Title to Property Open	
A-13-675183-C		Daisy Trust, Plaintiff (s) vs. Wells Fargo Bank N.A., Defendant(s)	01/16/2013 Department 15	Title to Property Closed	
A-13-675501-C		Daisy Trust, Plaintiff (s) vs. Yuen Szeto, Defendant(s)	01/23/2013 Department 5	Title to Property Open	
A-13-676030-C		U.S. Bank National Association, Plaintiff (s) vs. Frank Jones, Defendant(s)	02/01/2013 Department 28	Title to Property Open	
A-13-679095-C		Daisy Trust, Plaintiff (s) vs. Wells Fargo Bank, Defendant(s)	03/28/2013 Department 23	Title to Property Reactivated	
A-13-679113-C		Daisy Trust, Plaintiff (s) vs. Citimortgage Inc, Defendant(s)	03/28/2013 Department 10	Title to Property Open	
A-13-680981-C		Daisy Trust, Plaintiff (s) vs. JP Morgan Chase Bank N.A., Defendant(s)	04/30/2013 Department 16	Title to Property Open	

EXHIBIT 3

EXHIBIT 3

Inst #: 201208090000673

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$63.56 Ex: #

08/09/2012 08:52:05 AM

Receipt #: 1265766

Requestor:

NORTH AMERICAN TITLE SUNSET

Recorded By: MSH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
Daisy Trust
900 S. Las Vegas Blvd. #810
Las Vegas, NV 89101

FORECLOSURE DEED

APN # 126-13-818-046

North American Title #45010-10-28070

NAS # N60547

The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Westminster at Providence), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded August 5, 2010 as instrument number 0003460 Book 20100805, in Clark County. The previous owner as reflected on said lien is Donald K Blume & Cynthia S Blume. Nevada Association Services, Inc. as agent for Westminster at Providence does hereby grant and convey, but without warranty expressed or implied to: Daisy Trust (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: Cliffs Edge POD 115 116 & 117 Unit 1B, Plat book 133, Page 56, Lot 46, Block A Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Westminster at Providence governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 9/30/2010 as instrument # 0001822 Book 20100930 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Westminster at Providence at public auction on 8/3/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$10,500.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: August 7, 2012



By Misty Blanchard, Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On August 7, 2012, before me, Elissa Hollander, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



Elissa Hollander

State of Nevada
Declaration of Value

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument # _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

1. Assessor Parcel Number(s)

a) 126-13-818-046
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
i) ☐ Other _____

3. Total Value/Sales Price of Property:

\$ 10,500.00

Deed in Lieu of Foreclosure Only (value of property)

\$ _____

Transfer Tax Value per NRS 375.010, Section 2:

\$ 10,500.00

Real Property Transfer Tax Due:

\$ 53.55

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 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 Misty Blanchard Capacity Agent

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Nevada Association Services
Address: 6224 W. Desert Inn Road
City: Las Vegas
State: Nevada Zip: 89146

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Daisy Trust
Address: 900 S. Las Vegas Blvd # 810
City: Las Vegas
State: Nevada Zip: 89101

COMPANY REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: North American Title Escrow # N 60547
Address: 8485 W. Sunset #111
City: Las Vegas State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

MAY 16. 2013

Lebbie Conway
RECORDER

EXHIBIT 4

EXHIBIT 4

20070928-0003141

Assessor's Parcel Number:

126-13-818-046

Return To:

Universal American Mortgage Company, LLC
Secondary Marketing Ops
15550 Lightwave Drive, Suite 200
Clearwater, FL 33760

Prepared By: Clarise M O'Connor

Universal American Mortgage Company, LLC
1725 West Green Tree Drive
TEMPE, ARIZONA 85284

Recording Requested By:

Clarise M O'Connor

Universal American Mortgage Company, LLC
1725 West Green Tree Drive
TEMPE, ARIZONA 85284

45002-07-1068 [Space Above This Line For Recording Data] _____

Loan # 0006767651

DEED OF TRUST

MIN 100059600067676515

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 September 21, 2007 together with all Riders to this document.

(B) "Borrower" is DONALD K BLUME AND CYNTHIA S BLUME, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Universal American Mortgage Company, LLC

Lender is a limited liability company organized and existing under the laws of Florida

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

Form 3029 1/01

6A(NV) (0507)

Page 1 of 15

Initials:

VMP Mortgage Solutions, Inc.

(800)521-7291

DKB

Fee: \$32.00

N/C Fee: \$0.00

09/28/2007

14:21:28

T20070174444

Requestor:

NORTH AMERICAN TITLE COMPANY

Debbie Conway

DHG

Clark County Recorder

Page: 19

DT000004

APP000238

Loan # 0006767651

A2699

Lender's address is 700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139

(D) "Trustee" is Stewart 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 September 21, 2007

The Note states that Borrower owes Lender Four Hundred Seventeen Thousand and 00/100 Dollars

(U.S. \$ 417,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 01, 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 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]:

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

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

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

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

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

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

(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

Loan # 0006767651

A2699

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].

SEE ATTACHED LEGAL DESCRIPTION

Parcel ID Number: 126-13-818-046

10209 DOVE ROW AVENUE

LAS VEGAS

("Property Address"):

which currently has the address of

[Street]

[City], Nevada 89166

[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 0.00

Loan # 0006767651

A2699

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

Witnesses:

DONALD K BLUME (Seal)
-Borrower

CYNTHIA S BLUME (Seal)
-Borrower

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

-Borrower (Seal)

Loan # 0006767651

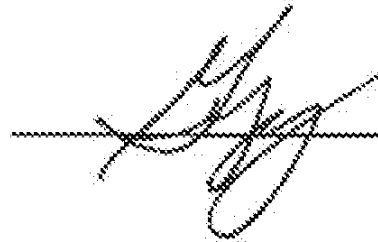
A2699

STATE OF NEVADA
COUNTY OF CLARK

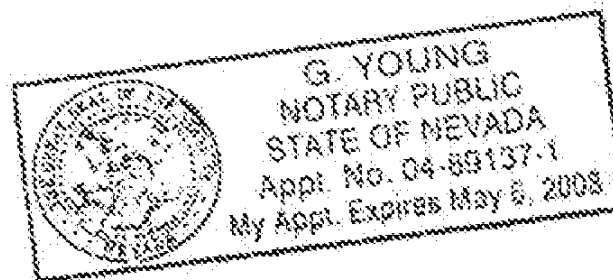
This instrument was acknowledged before me on
DONALD K BLUME, CYNTHIA S BLUME

9/12/07

by



Mail Tax Statements To:
Universal American Mortgage Company, LLC
Loan Servicing Department
700 NW 107th Avenue 3rd Floor, Miami, FL 33172-3139



Loan # 0006767651

3150/FNMA

PLANNED UNIT DEVELOPMENT RIDER

MIN # 100059600067676515

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21st day of September, 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 Universal American Mortgage Company, LLC, a Florida limited liability company

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 10209 DOVE ROW AVENUE, LAS VEGAS, NEVADA 89166

[Property Address]

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

Declaration of Restrictions and Protective Covenants, as recorded in, OF RECORD

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

[Name of Planned Unit Development]

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

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

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

MERS Phone: (888) 679 - 6377

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

Wolters Kluwer Financial Services
VMP®-7R (041 1).01

Page 1 of 3

Initials:

CB
DKB

DT000019

APP000253

Loan # 0006767651

3150/FNMA

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

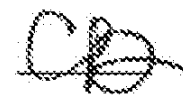
In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums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

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

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

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

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



OKB

Loan# 0006767651

3150/FNMA

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

Donald K. Blume (Seal)
DONALD K BLUME -Borrower

Cynthia S. Blume (Seal)
CYNTHIA S BLUME -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

EXHIBIT A

PARCEL ONE (1):

LOT FORTY-SIX (46) IN BLOCK "A" OF FINAL MAP OF CLIFF'S EDGE POD 115, 116, AND 117 UNIT 1B (A COMMON INTEREST COMMUNITY), AS SHOWN ON BY MAP IN BOOK 133 OF PLATS, PAGE 56 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ENJOYMENT IN AND TO THE COMMON ELEMENTS AS DELINEATED ON SAID MAP REFERRED TO ABOVE AND FURTHER DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTMINSTER AT PROVIDENCE, RECORDED NOVEMBER 3, 2006 IN BOOK 20061103 AS DOCUMENT NO. 4921, OF OFFICIAL RECORDS.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ENJOYMENT IN AND TO THE COMMON ELEMENTS AS DELINEATED ON SAID MAP REFERRED TO ABOVE AND FURTHER DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTMINSTER AT PROVIDENCE, RECORDED NOVEMBER 3, 2006 IN BOOK 20061103 AS DOCUMENT NO. 4921, OF OFFICIAL RECORDS..

EXHIBIT 5

EXHIBIT 5

APN # 126-13-818-046
N60547

16

Inst #: 201008050003460
Fees: \$14.00
N/C Fee: \$0.00
08/05/2010 01:19:28 PM
Receipt #: 454703
Requestor:
CLARK RECORDING SERVICE
Recorded By: LEX Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on March 30, 2006, as instrument number 0003334 BK 20060330, of the official records of Clark County, Nevada, the Westminster at Providence has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 10209 Dove Row Ave Las Vegas, NV 89166 and more particularly legally described as: Cliffs Edge POD 115 116 & 117 Unit 1B, Plat book 133, Page 56, Lot 46, Block A in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):
Donald K Blume & Cynthia S Blume

Mailing address(es):
10209 Dove Row Ave, Las Vegas, NV 89166
10209 Dove Row Ave, Las Vegas, NV 89166

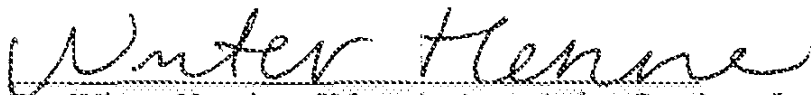
*Total amount due through today's date is \$1,225.69.

This amount includes late fees, collection fees and interest in the amount of \$715.89.

* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: August 03, 2010



By: Winter Henrie, of Nevada Association Services, Inc., as agent for Westminster at Providence.

When Recorded Mail To:
Nevada Association Services, Inc.
TS #N60547
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
Phone: (702) 804-8885 Toll Free: (888) 627-554

CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS

MAY 16. 2013

Debbie Conway
RECORDER

EXHIBIT 6

EXHIBIT 6

(2)

APN # 126-13-818-046

NAS # N60547

North American Title #

Property Address: 10209 Dove Row Ave

28070

Inst #: 201009300001822

Fees: \$15.00

N/C Fee: \$0.00

09/30/2010 09:09:50 AM

Receipt #: 522811

Requestor:

NORTH AMERICAN TITLE COMPAN

Recorded By: KXC Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER
HOMEOWNERS ASSOCIATION LIEN**

IMPORTANT NOTICE

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT
MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in
good standing by paying all your past due payments plus permitted costs and expenses within the time permitted
by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice
of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$2,396.94 as of September 27, 2010 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes)
required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and
Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the
property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your
Covenants Conditions and Restrictions, the Westminster at Providence (the Association) may insist that you do so
in order to reinstate your account in good standing. In addition, the Association may require as a condition to
reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard
insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You
may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you
must pay all amounts in default at the time payment is made. However, you and your Association may mutually
agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the
default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default;
or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the
obligation being foreclosed upon or a separate written agreement between you and your Association permits a
longer period, you have only the legal right to stop the sale of your property by paying the entire amount
demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your
property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of
Westminster at Providence, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is
(702) 804-8885 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of
assessment on your property.

NAS # N60547

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 NEVADA ASSOCIATION
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Donald K Blume & Cynthia S Blume, dated August 03, 2010, and recorded on August 05, 2010 as instrument number 0003460 Book 20100805 in the official records of Clark County, Nevada, executed by Westminster at Providence, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on March 30, 2006, as instrument number 0003334 BK 20060330, as security has occurred in that the payments have not been made of homeowner's assessments due from January 01, 2010 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

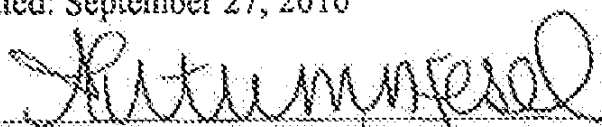
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: Cliffs Edge POD 115 116 & 117 Unit 1B, Plat book 133, Page 56, Lot 46, Block A in the County of Clark

Dated: September 27, 2010


By: Autumn Fesel, of Nevada Association Services, Inc.
on behalf of Westminster at Providence

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
(702) 804-8885
(888) 627-5544