

IN THE SUPREME COURT OF THE STATE OF NEVADA

NATIONSTAR MORTGAGE, LLC;
AND THE BANK OF NEW YORK
MELLON F/K/A THE BANK OF
NEW YORK AS TRUSTEE FOR
THE HOLDERS OF THE
CERTIFICATES, FIRST HORIZON
MORTGAGE PASS-THROUGH
CERTIFICATES SERIES PHAMS
2005-AA5, BY FIRST HORIZON
HOME LOANS, A DIVISION OF
FIRST TENNESSEE BANK
NATIONAL MASTER SERVICER,
IN ITS CAPACITY AS AGENT FOR
THE TRUSTEE UNDER THE
POOLING AND SERVICING
AGREEMENT,

Appellants,

vs.

CATHERINE RODRIGUEZ,

Respondent.

Supreme Court Case No. 66761

Electronically Filed
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District Court Case No. A-13-68561-J
T. A. Lindeman
Clerk of Supreme Court

Appeal from the Eighth Judicial District Court of the State of Nevada, in and for the
County of Clark, The Honorable Kathleen Delaney, District Judge District Court Case
No. A-13-685616-J

APPELLANTS APPENDIX – VOLUME X

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Table of Contents (Chronological)

VOLUME	DOCUMENT	PAGE NUMBER
X	Nationstar Mortgage LLC Attorney Services Agreement	2071 – 2085
X	Original Collateral File (inspected at Akerman offices)	2086 - 2143
X	E-mail correspondence from C. Reeves to T. Newberry dated June 10, 2013	2144
X	Court Transcript from hearing on June 18, 2013 in Department XXXI	2145 - 2157
X	File Stamped Petition for Judicial Review	2158 - 2317

Table of Contents (Alphabetical)

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DATED: May 13, 2015

KRAVITZ, SCHNITZER
& JOHNSON, CHTD.


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EXHIBIT A
FIRM STANDARDS AND PRACTICES POLICY

SECTION I – GENERAL OVERVIEW

1.1 Objective

This Nationstar Mortgage LLC Firm Standards and Practices Policy (the "Policy") is designed to ensure that all firms retained by Nationstar Mortgage LLC ("Nationstar", "Servicer", or "we") diligently pursue and protect the interests of Nationstar in all foreclosure, bankruptcy, eviction, and litigation actions referred to them. This Policy is attached to and made a part of Firm Retention Agreement by and between Nationstar, as Servicer, and Firm (the "Retention Agreement"). Firm (also referred to herein as a "you" and "your") agrees to comply in every respect with this Policy in providing Services under the Agreement and any SOW entered into hereunder.

Firm shall comply with all applicable provisions of the Federal Fair Debt Collection Practices Act and all other applicable federal, state, and local statutes, rules, and regulations in providing the Services. If a conflict exists or is later created between any of the aforementioned and this Policy, the aforementioned laws shall take precedence and Nationstar shall be immediately notified. If there are statutory or procedural changes in your state, we expect timely notification and an opinion of the new or amended law. Any suggested operational changes will be evaluated accordingly.

1.2 Firm Changes/Error and Omissions Coverage

Nationstar requires written notice in advance of any name and/or staff changes at your Firm that will impact services being provided to Nationstar in order to make the necessary updates to our records. Additionally, proof and evidence of professional errors and omissions insurance that reflects coverage up to a minimum of Five Million Dollars (\$5,000,000) aggregate for a Firm with 300 active files or more with Nationstar or a minimum of Three Million Dollars (\$3,000,000) aggregate for a Firm with less than 300 active files with Nationstar is required to ensure continued file referrals. Firm shall also carry and maintain Excess Liability Insurance in an amount of \$4 million per occurrence and in the aggregate (Umbrella Form). Firm shall implement an internal process for forwarding a copy of the insurance declaration page at the time of renewal to the attention of:

**Vendor Management Department
Nationstar Mortgage
350 Highland Drive
Lewisville, TX 75067**

If applicable, each Firm shall maintain its status as approved counsel, where applicable, and shall immediately notify Nationstar of any actual or threatened change in such status.

1.3 Written Correspondence

All written correspondence shall be directed to:

**Nationstar Mortgage LLC
Attn: (Specialist Name) – Default Department
350 Highland Drive
Lewisville, TX 75067**

Written correspondence shall be addressed to the appropriate department and to the specialist handling the file. If unable to determine the individual specialist assigned to any specific file, address the correspondence to a department manager for review.

When this Policy requires correspondence to the "Legal Department", such correspondence shall be directed in writing by recognized overnight courier to:

**Nationstar Mortgage LLC
Attn: General Counsel
350 Highland Drive
Lewisville, TX 75067**

4 Communication/Escalation Policy

Nationstar expects to have open and direct lines of communication between Nationstar, Firm and the borrower. It is Nationstar's expectation that telephone calls will be returned, correspondence will be answered and requests for specific information will be responded to within one (1) business day. If you do not receive a timely response from a Nationstar specialist, you must send a second follow up request. If after three (3) business days you have not received a response then you must contact the appropriate department manager. If you do not receive a response from that manager within one (1) business day, then you must contact a Vice President. If, in your opinion, a specialist's or manager's information is flawed or if they are advising you to take a position that puts Nationstar or our investor at risk, contact a Vice President immediately. Any issues that cannot be resolved with a Nationstar manager need to be escalated to their respective Vice President. Nationstar shall ensure that foreclosure and bankruptcy counsel and foreclosure trustees have appropriate access to information from Nationstar's books and records necessary to perform their duties in preparing pleadings and other documents submitted in foreclosure and bankruptcy proceedings.

1.5 Litigation and Settlement Negotiations

Each Firm shall obtain Nationstar's written authorization prior to communicating verbally or in writing any type of settlement to a borrower or their legal representative. You are expected to follow Nationstar's Mediation and Settlement Process, attached hereto as Schedule I and incorporated herein by reference, and utilize Nationstar's Mediation Department Specialists in any instances when mediation, conciliation, or settlement conferences are required or requested. Except for Nationstar's Mediation and Settlement Process as set forth in Schedule I, we request that you refrain from making any legal argument or taking any legal action until you have confirmed Nationstar's position with the appropriate Nationstar Vice President.

1.6 General Notification Requirements

Firm shall communicate to Nationstar the following events and/or discoveries as they occur:

- Bankruptcy filings
- Dismissals, discharges and relief from stay, objections and adversary proceedings
- Counterclaims
- Information regarding property conditions and occupancy
- Notification upon completion of any confirmations or redemption periods
- Foreclosure deed recording dates
- Eviction First Legal action
- Requests to hold/postpone/reschedule sale dates
- Sales results
- Cram downs
- Requests for workout alternatives (i.e. short sale, payment plan, modification, DIL)
- Probate issues
- Upcoming tax sales that may impact our interest in the property
- Upcoming 1st lien sales that may impact our 2nd lien position
- Information indicating the property is a mobile home
- Discovery of any 2nd liens held by any Nationstar entity
- Home Owner Association Liens
- Condominium Association Liens
- IRS Liens
- Drug Seizures and Forfeitures
- The borrower is deceased
- The borrower is physically, mentally and/or emotionally challenged
- The borrower is an active United States armed service member
- There are indications that the borrower's filing a Chapter 7 Bankruptcy is probable
- There are indications that the borrower will take repeated defensive actions to avoid and seriously delay foreclosure
- Any other event that may materially affect or adversely impact our interest in the property or require further review to determine an appropriate course of action

7 Special Notification Requirements

Firm must notify Nationstar, with a copy to Nationstar's Legal Department, within one (1) day or sooner, of any regulatory or third party claim, investigation, or any other event that could potentially have an adverse effect to Nationstar's reputation or conceivably result in the loss of goodwill or confidence between Nationstar, our customers, and the general public. Matters subject to this notification requirement include but are not limited to:

- Inquiries and/or investigations initiated against Firm by Attorneys General, any State Bar, any local and/or national media and/or any regulatory agency (regardless of whether or not Nationstar's loans or files are a direct target of such inquiry or investigation)
- Situations in which Nationstar or an investor is named as a party to a lawsuit or where allegations are made against Nationstar or an investor, even if it is not named as a party
- All appeals
- All non-routine, material and non-frivolous contested matters, class actions, counterclaims, adversary proceedings, sanction or contempt proceedings, show cause orders, regulatory actions, appeals or lawsuits filed by others relating to the loan, the borrower or his/her bankrupt estate.

Firm is required to maintain any privilege to which Nationstar might be entitled. In the event that any regulatory body or any other third party communicates with, or requests any information from, Firm concerning any matter related to Nationstar or Nationstar's loans, Firm shall immediately notify Nationstar of any such communication or request prior to Firm's communication with or response to any such regulatory body or any other third party. Firm shall not communicate with or respond to any regulatory body or any other third party concerning any matter subject to the attorney/client privilege, without prior written consent from Nationstar, except as otherwise required by law. Please note this provision is not meant to supersede any designated counsel agreement Firm has with FNMA and/or FHLMC. In no event shall Firm make any untrue statement, misrepresentation of fact, or any allegation which would in any way defame Nationstar or tend to disparage or discredit Nationstar to any third party.

1.8 Economic and Pecuniary Accountability

Firm performance standards are expected to meet or exceed Investor Guidelines and Nationstar requirements, which include but are not limited to the requirements of this Policy, on all loans. Monetary Penalties (as hereafter defined) will be assessed for any files that do not meet these minimum standards. The term "Monetary Penalties" means penalties, including but not limited to, investor-assessed penalties, loss of per diem interest, attorney's fees and any Consequential Damages (as hereafter defined), if any. The term "Consequential Damages" mean any additional costs or expenses that may be incurred, including, but not limited to, taxes, insurance fees, dues, assessments, fines, penalties, interest, judgments, liens or any other expense, penalty or cost directly or indirectly arising out of or attributable to the failure of Firm to timely and properly perform the services for which it was retained. Timeframe delays will be calculated by Nationstar to determine the amount of Monetary Penalties to assess. If Nationstar assesses Monetary Penalties, Firm must submit payment no later than fourteen (14) days from Nationstar's initial request.

1.9 Nationstar's Preferred On-Line Default Reporting and Tracking System

Firm shall accurately and timely report the status and actions of each and every account using Nationstar's preferred on-line default reporting and tracking system ("DRTS"). Nationstar depends upon your DRTS updates to indicate the completion of key steps in the foreclosure, bankruptcy, eviction and claims processes. These dates are also utilized for forecasting, timeline, and other necessary reporting data. Your status update notes and comments need to be annotated in terms which can be easily understood and include a detailed explanation for any delays. Therefore, you are required to update DRTS reports accordingly. All re-projected and completion dates entered must be accurate. Inaccurate, delayed, or missing status updates that create any form of economic hardship for Nationstar could result in the assessment of Monetary Penalties as outlined in Section 1.8. Nationstar shall ensure that foreclosure and bankruptcy counsel and foreclosure trustees have appropriate access to information from Nationstar's books and records necessary to perform their duties in preparing pleadings and other documents submitted in foreclosure and bankruptcy proceedings.

A clear and justified explanation must be communicated and accompany every re-projected completion date. No activity or action shall be re-projected more than thirty (30) days without documented approval or instruction to do so from Nationstar.

10 Escalated Litigation

The Nationstar Contested Foreclosure Group handles foreclosure actions in which the borrower or a third party contests the foreclosure.

Foreclosure matters in which the borrower or other third party files suit against Nationstar, its investor, or its employees, or when the borrower or other third party files an answer with affirmative defenses or counter claims, or takes any action that might place Nationstar, its investor, its employees, or its assets at risk must be reviewed by the Contested Foreclosure Group. For accounts handled by the Contested Foreclosure Group, please follow the following processes.

- Cases will be worked in Serengeti. Serengeti is the tracking system for legal matters used by the Contested Foreclosure Group. Each attorney working on matters handled by the Contested Foreclosure Group will be sent a welcome email from Serengeti giving user ID and Passwords. The email will also contain instructions on how to use Serengeti. Attorneys should provide a case status in Serengeti no less than once every thirty days, or more often as events warrant. Attorneys should also enter or upload into Serengeti a brief description on the nature of the case; significant upcoming dates; and relevant pleadings and other documents. Fees are the standard FNMA approved rate of \$215 per hour. If a firm seeks to charge a higher hourly billing rate, such rate must be approved in advance by the assigned specialist. All fees are to be approved by the assigned specialist prior to work. Fee requests for emergency issues that require immediate attention should be escalated to management. Invoicing will be processed through the LPS system as with normal foreclosure cases. Please contact your assigned Contested Foreclosure Group specialist if you need further information on LPS.

The Contested Foreclosure Group will escalate matters to Corporate Legal if the seriousness of the litigation or risk of exposure warrants. In the event a foreclosure matter is to be handled by Corporate Legal, you will be given instruction on the handling of the matter at that time.

While the Contested Foreclosure Group handles the non-routine matters mentioned above, the following are examples (not an exclusive list) of matters that should remain with the foreclosure specialist and are not to be forwarded to the Contested Foreclosure Group:

- Tax Sales Notices*
- Unrecorded DOT/Mortgage Reformation Action/legal description
- Quiet Title
- Demolition Notices
- Hazard/Insurance Claims *
- Senior or Junior Lien Sales
- HOA Lien Notices/delinquent HOA dues/notices*
- Objections to Foreclosure Judgment/Motion to Dismiss Foreclosure Judgment
- Code violations*
- Standard Foreclosure Mediation Requests
- Answer with General Denial
- Qualified Written Request (QWR) or RESPA Requests
- Debt validation or debt disputes

**these are monitored in foreclosure and the issues addressed by other units*

SECTION II – BILLING OVERVIEW

2.1 Invoice Requirements

All bills and invoices shall be accurate and complete. Firm shall be authorized to (1) submit one invoice at any point of the Foreclosure action at Firms discretion (2) invoice if the file is placed on hold for a Bankruptcy filing or for Loss Mitigation activity or (3) invoice when the matter for which Firm was retained has been completed or the matter is terminated prior to completion (a "Final Invoice"). A Final Invoice must include total fees and costs inclusive of the last billable activity completed at the conclusion of the case (such as foreclosure sale, sale confirmation, motion granted, etc.).

All Final invoices must be submitted through Nationstar's LPS Invoice Management system within seven (7) calendar days from the effective close date (Reinstatement/Payoff/Sale/Redemption/Ratification/Confirmation/Eviction completion), with all supporting documentation, including but not limited to approvals from Nationstar, approvals from Investors, sheriff cost breakdowns, etc. Additional approvals are required for any additional fees over the standard allowable amounts. If the submitted invoice is greater than the amount quoted for a reinstatement or payoff, Nationstar will only be responsible for the quoted amount.

Firms must review and respond to Release/Resolutions within the required timeframes listed below. Failure to meet time frames will result in non-payment of invoices.

First Release/Resolution:	7 Calendar Days form release date
Second Release/Resolution:	7 Calendar Days from release date

Refunds shall never be used to credit other invoices. All refunds must be returned to Nationstar within five (5) business days.

Firm is expected to efficiently manage any invoice issues as they occur in order to minimize aged invoices and/or payment denials. Any dispute, rejection or objection pertaining to any payment must be received by Nationstar within ten (10) calendar days of the date of payment.

Firm shall notify Nationstar on or before the 20th day after it discovers that a short-sale has occurred or on or before the 45th day after a foreclosure occurs if Firm's invoice has not been paid and every 30 days thereafter.

2.2 Firm and/or Trustee Fees

Nationstar requires that all fees charged be consistent with Investor Guidelines. Default, foreclosure and bankruptcy-related services performed by Firm shall be at reasonable market value. In the event Firm is handling an Investor loan (that requires consent in regards to hourly fees or any other matter), Firm shall obtain the requisite consent from investor, as applicable. Hourly fees may not exceed \$215/hour unless prior written approval has been obtained from the Nationstar employee with the appropriate level of authority, as shown on the authority matrix attached hereto as **Schedule II** and incorporated herein. Should an action require additional fees over the Investor Guidelines, a written request for approval shall be submitted. Nationstar will not be responsible for the payment of fees charged without prior and proper written authorization.

Any documents required by law or by Nationstar to be recorded shall be recorded prior to submission of Firm's invoice. Nationstar reserves the right to refuse to pay any invoice containing costs or fees for recording or any other expense that has not actually been incurred by Firm at the time of such invoice.

Attorneys' fees charged in connection with a foreclosure action or bankruptcy proceeding shall only be for work actually performed and shall not exceed reasonable and customary fees for such work. In the event a foreclosure action is terminated prior to the final judgment and/or sale for a loss mitigation option, a reinstatement, or payment in full, the borrower shall be liable only for reasonable and customary fees for work actually performed.

2.3 Foreclosure Prorated Fee Process

If Firm is handling a foreclosure action for Nationstar that is terminated or suspended prior to completion of a foreclosure sale, Firm's fee shall be prorated according to the matrix below (the "Foreclosure Prorated Fee Matrix").

Non-Judicial Foreclosures

Last Action Completed	Prorated Fee Charged
Referral	30% of Allowable
Up to First Legal	50% of Allowable
Up to Scheduled Sale Date	75% of Allowable
Up to Sale Held	100% of Allowable

Judicial Foreclosures

Last Action Completed	Prorated Fee Charged
Referral	30% of Allowable
Up to First Legal	50% of Allowable
Up to Service Started	70% of Allowable
Up to Judgment Entered	90% of Allowable
Up to Sale Held	100% of Allowable

2.4 Bankruptcy Prorated Fee Process

If Firm is handling a bankruptcy action for Nationstar and that action is closed prematurely, Firm's fee shall be prorated according to the matrix below (the "Motion for Relief Prorated Fee Matrix").

Last Action Completed	Prorated Fee Charged
Referral	30% of Allowable
Up to Motion Filed with Courts	50% of Allowable (\$400 Minimum)
Up to Order Obtained	100% of Allowable

Fees for all other bankruptcy actions, other than (i) Motion Filed with Courts and (ii) Hearing Attended, including but not limited to preparing and filing a proof of claim, shall not be governed under the Motion for Relief Prorated Fee Matrix but shall be governed under Section 2.1 and Section 2.2. Nothing contained in this paragraph is intended to, or shall, supersede any applicable GSE standards or guidelines.

2.5 Title Claims Fees

Nationstar will allow for a fee not to exceed \$125.00 for the initial filing and follow up of a title claim. If additional costs are required to resolve a title issue, Firm must use DRTS communication to request additional sums. Each fee approval request must include the following:

- Amount requested broken down by the hourly fee
- Number of hours required to resolve the issue
- Action to be taken by your firm to resolve the issue

SECTION III – 2ND LIENS

3.1 Senior Lien Monitoring

Nationstar requires, as a part of a foreclosure referral (without any additional fee), monitoring of any liens that have priority to, or have the potential to have priority to, a Nationstar lien (a "Senior Lien") to ensure that Nationstar's interest is protected, provided notice of enforcement of that lien is disclosed in the land records at the time of Firm's title search or Firm is otherwise provided written notice of the same.

From time to time, Nationstar may make a "Monitoring Referral", in which Nationstar requests that Firm simply monitor the Senior Lien, not conduct a foreclosure. In the case of a Monitoring Referral, Nationstar will pay a one-time monitoring fee in the amount of \$350.00 per file until the delinquency of the senior lien is resolved for the life of the loan upon receipt of an invoice for such amount.

In either a foreclosure referral or a Monitoring Referral, updates shall be provided through DRTS with all applicable information including, but not limited to: Senior Lien holder name, phone number, contact name, current payoff, due date, foreclosure attorney name, phone number, contact name, foreclosure sale date, bid amount, etc. The Senior Lien shall be monitored until the referral is closed.

2 Notice of Request or a Request for Service

Each Firm shall ensure that a notice of request or a request for service has been filed within your applicable state for proper notice to be sent to Nationstar and your office on any foreclosure action by a Senior Lien holder. In any event, such notice must be filed within three (3) business days of the referral from Nationstar.

3.3 Return of Funds

If Nationstar elects to bid at a Senior Lien sale, funds will be wired to Firm for bidding. In the event the funds or any portion thereof are not necessary, they must be returned to Nationstar within 24 hours or one (1) business day.

Any losses that occur due to the counsel's negligence, which consist of but are not limited to counsel failing to take appropriate action or act within a timely manner will result in penalties as described in this Policy.

SECTION IV – FORECLOSURE OVERVIEW

4.1 Foreclosure File Referral

Firm shall obtain and review copies of any demand letters and/or notice of default letters, which may be obtained by an internet-accessible website designated by Nationstar. If any of such letters do not satisfy a state's requirements, Firm is expected to immediately communicate its concerns to a Foreclosure Specialist utilizing DRTS communication and to Nationstar's Legal Department.

Each Firm shall proceed with foreclosure activities immediately upon receipt of a referral from Nationstar. Acknowledgement of foreclosure referrals must be received within 24 hours or one (1) business day.

A Firm foreclosing in a state that requires original documents to begin the foreclosure process shall follow the provisions for requesting and using original documents in Section 4.9 below.

4.2 Legal Standing

From time to time Nationstar may seek to use specific title vendors. Firm agrees to use such title vendors provided unless the use of such vendor violates applicable investor requirements or law.

Firm shall not initiate a foreclosure, bankruptcy or other initial legal action unless it has independently confirmed a valid chain of title for both the mortgage and the note by review of all pertinent documents and verification of appropriate standing of the party in which Firm is initiating the legal proceeding. In order to accomplish this Nationstar expects Firm to review all documents for adequate note endorsements and proper chain of title. If any break in chain of title exists Firm is to notify Nationstar immediately.

Title shall be diligently reviewed within three (3) days of receipt and Nationstar shall be advised immediately if any of the following circumstances occur:

- Nationstar or investor is not in first lien position;
- Demand letter is valid and in standard and procedural compliance with law;
- There is a discrepancy between the current mortgagee/trustee or beneficiary of record and the name of the investor/agency specified in the referral;
- Title is vested with someone other than the borrower or is different than the name(s) as appears on the mortgage or deed of trust;
- There are outstanding real estate taxes or liens that must be paid before conveying title to the appropriate investor/agency;
- There are outstanding Home Owner's Association or Condominium Association (or similar) assessments due or disclosed in the land records as outstanding (in which case, Firm shall notify Nationstar of such association's contact information and the amount legally required to be paid in order to protect Nationstar's or investor's lien); or
- A fact or circumstance is noted that may materially affect or adversely impact Nationstar's or investor's interest in the property or requires further review to determine an appropriate course of action.

If a 2nd lien held by any Nationstar entity is found on the title search, a notice of the Senior Lien foreclosure must be sent to that entity regardless of whether or not it is required by law.

Firm shall be responsible for handling any title issues that are encountered during the foreclosure process. These issues include but are not limited to:

- Improperly executed deeds
- Chain of title and ownership issues (including missing assignments of security instruments or missing endorsements on promissory notes)
- Notary error on deeds
- Security deeds recorded out of order
- Title issues due to lack of access to the property
- Any and all title issues as they relate or can arise due to a mobile home
- Prior unsatisfied security deeds

Additionally, you shall e-mail these requests to the appropriate foreclosure specialist for approval. Include all details regarding the title issue, status of the resolution, and specific timeframe.

All title issues shall be resolved as of the foreclosure sale to ensure timely recording of deeds and resale of the property. Unless required by law, an original sale date shall not be postponed if a title issue can be resolved post-foreclosure. Once a fee is approved, title clearing activities shall proceed until resolved regardless of the status of any given action.

4.3 Legal Documents

If requested, firm is expected to prepare the Assignment of Mortgage ("AOM") documents as a part of the foreclosure process. Firm shall do so at a fee of no more than fifty dollars (\$50.00).

Firm shall ensure that all documents submitted for recording or to the court comply with all terms of the loan documents and applicable federal, state and local laws and judicial standards.

4.4 Preparation of Legal Documents

Each Firm is responsible for preparing all legal documents required and/or deemed necessary to complete the foreclosure action, without any additional fee. Examples of such documents include but are not limited to substitutions of trustee, military affidavits, deeds, powers of attorney, affidavits of mortgage, etc.

All documents shall be ready for execution and/or signature. If additional information is needed, it shall be obtained from the foreclosure specialist assigned to the file prior to submitting the document for execution. A Document Team Manager shall be contacted if the executed documents are not received from Nationstar in a timely manner. If you do not receive a response from that manager within one (1) business day, then you must contact an Assistant Vice President ("AVP"). If you do not receive a response from the AVP within one (1) business day, you must then contact a Vice President ("VP"). If you do not receive a response from that VP within one (1) business day, you must then contact a Senior Vice President ("SVP").

To the extent required by law, all documents shall contain appropriate notary acknowledgements or jurats. Firm shall maintain proper notary practices in compliance with state legal requirements. Notaries shall keep detailed and auditable records of all notary activities. In the event any notary activity requires administration of an oath, Firm shall ensure that such oath is actually administered.

Specific requirements for Firms doing business in California:

Nationstar requires the Firm or Trustee to prepare and mail the notices required of the mortgage servicer to send to the borrower pursuant to California Civil Code 2924.9 ("Notice"). This Notice shall be sent within five (5) business days after recording a notice of default pursuant to California Civil Code 2924.

Nationstar requires the Firm or Trustee to prepare and mail the notice of postponement required of the mortgage servicer to send to the borrower pursuant to California Civil Code 2924(a) (5) ("Postponement Notice"). This postponement notice shall be sent within five business days following the postponement of a sale for a period of at least ten (10) business days pursuant to California Civil Code 2974(g).

5 Recorded Documents

Unless otherwise instructed, each Firm is responsible for the proper recording of all assignments, deeds and other routine documents as required. Any and all fees, costs and taxes, if applicable, for recording (collectively, "Recording Fees") shall be prepaid by such Firm. The provisions of this Section 4.5 shall survive the termination of the Retention Agreement.

4.6 Contested/ Litigated Foreclosure

Prior to taking any legal action, Firm shall send an email to the Nationstar representative identifying the issues in the case and a brief description of the litigation or settlement. Such communication shall describe all of the options and Firm's recommendation as to the most appropriate action. The email shall identify the attorney or attorneys in Firm who will be handling the litigation, including such attorney's hourly fee and an estimate of the number of hours to be expended. Firm shall request an acknowledgement of receipt of the email and, if such acknowledgement is not received within one (1) business day of the email being sent, then Firm shall also call the Nationstar representative to ensure the representative received the email. The letter and supporting legal documents (i.e. complaint, answer, counter-claim, order to show cause, etc.) shall be uploaded to DRTS.

Any information that contains non-public Borrower/Customer Information (as defined in the Retention Agreement) and/or attorney-client privileged information shall be emailed directly to Nationstar without carbon copy or blind copy to any third party. Except as otherwise permitted in the Retention Agreement or as required by law, Firm shall not communicate any non-public Borrower/Customer Information to any third party and must at all times maintain any privilege to which Nationstar might be entitled.

Nationstar will review the recommendation and, at its discretion, will deliver written authorization to proceed or an alternate recommendation. **Nationstar shall not be responsible for payment of any fees, costs or other charges associated with any action that is not specifically authorized in writing by Nationstar.**

4.7 Bankruptcies Filed During Foreclosure

Firm shall monitor all files so that in the event a bankruptcy is filed, Nationstar shall be notified immediately.

A DRTS message and e-mail communication shall be sent to Nationstar upon notification of a bankruptcy filing and the file shall be placed on hold. The message shall include the filing date, parties who filed, case number, chapter, and district in which the bankruptcy was filed. If the foreclosure sale was held prior to knowledge of the bankruptcy filing, Nationstar shall be advised as to the validity of the foreclosure sale.

Once released from bankruptcy, Firm must have written permission to proceed with foreclosure before recommencing foreclosure activities.

4.8 Reinstatement and Payoffs

All mortgagor requests for reinstatement/payoff figures shall be directed to Firm to ensure that total fees and costs are included in the quote and that Nationstar is in compliance with all state laws. All requests from Firm for reinstatement and payoff quotes shall be submitted through DRTS.

If a mortgagor calls Firm, whenever possible, Firm shall attempt to "warm transfer" the call to Nationstar's Foreclosure Prevention Department. A Foreclosure Prevention Specialist with authority to discuss the borrower's account may be contacted by calling Nationstar's Customer Service phone number 888-480-2432 and by inputting the borrower's 10 digit Nationstar Loan Number when prompted.

Firm shall provide the mortgagor with a copy of a written reinstatement/payoff quote within one (1) business day of their request. Quotes shall be valid up to but not to exceed one day prior to the sale or redemption date or 30 days from the date of the request, whichever is earlier.

Reinstatement/payoff proceeds must be in the form of certified funds payable to "Nationstar Mortgage LLC." Proceeds shall be sent by overnight mail to payment processing within one (1) business day of their receipt to ensure timely posting.

Firm must not deduct its fees and costs from the funds prior to sending them to Nationstar. If a mortgage reinstates or pays off before the foreclosure is complete all proceeds must be immediately forwarded to Nationstar.

Prior to filing a Notice of Dismissal or Release of Lis Pendens or similar motion in a foreclosure action that would satisfy, release or compromise any lien, Firm must seek approval in writing from Nationstar.

4.9 Original Documents

Firm agrees to abide by the terms of Nationstar's form of bailee letter, which shall be enclosed, along with an inventory, with any shipment of original documents. In the event Firm disagrees with the inventory submitted with such bailee letter, or any of the terms therein, Firm shall notify a Nationstar representative via DRTS communication within one (1) business day of the receipt of such documents. If Firm does not communicate any objection to the inventory or the terms of the bailee letter within such one (1) business day period, Firm shall be deemed to have consented to and agreed to the terms of such bailee letter.

If Firm has received original loan documents, they shall be returned to Nationstar in order to complete the satisfaction/release of lien in the case of a payoff, or for custodial filing in the case of reinstatement. The original loan documents shall be returned to Nationstar within three (3) days of reinstatement, payoff, file closure, or Nationstar's written request.

If original documents are received by Firm after a reinstatement, payoff or file closure, Firm shall return them immediately. You shall return original documents by overnight insured mail. Firm shall be responsible for obtaining and maintaining proof that the documents were returned to Nationstar. Firm shall return original documents to Nationstar's address below.

Nationstar Mortgage
Attn: Document Control
2617 College park Drive
Scottsbluff, NE 69361

If documents are lost or are not returned to Nationstar, Firm to whom such documents were sent will be asked to produce court certified copies of deeds, mortgages, AOMs or other documents at such Firm's expense. Costs, expenses and fees for re-creation of mortgage Notes as well as penalty fees assessed by the original lender, the state and penalty fees assessed by Nationstar of \$50 per day will be charged for failing to return documents to Nationstar within the thirty (30) business day requirement provided Firm is given written notice of the outstanding document(s). Any penalty will be capped at \$3,000 per occurrence. In the event that the original documents in question were submitted to the courts prior to Nationstar's return request, Firm shall notify Nationstar of the documents' location and shall return them within (30) business days from receipt from the courts.

4.10 Notification of Sale Date

Firm shall schedule foreclosure sale dates at the earliest date possible and available and then notify the appropriate foreclosure specialist of the scheduled sale date within one (1) business day of the sale being set. Notification shall be made through DRTS.

Firm shall not suspend, continue or postpone an action unless specifically requested to do so by the assigned Nationstar Foreclosure Department. Any such request shall be documented thoroughly through DRTS communication. Firm shall always contact the foreclosure specialist for clarification, if needed. Firm shall be responsible for any losses incurred, including but not limited to per diem interest, if such Firm, or its agent, postpones or otherwise delays a sale without specific and documented instructions or approval from Nationstar to do so.

4.11 Bidding Instructions

No sale shall be held without Nationstar's bidding instructions for that specific sale date, unless prior written approval to prepare the foreclosure bid has been received. Firm shall be responsible for all losses incurred if such Firm, or its agent, fails to follow Nationstar's bidding instructions. It is important to review all information on the bidding instructions and notify Nationstar immediately if there is an error or a discrepancy on the bid that you believe may be a risk to Nationstar or the investor/agency. FIRM SHALL ALWAYS COMPLY WITH STATE LAW REGARDING BIDDING REQUIREMENTS AT FORECLOSURE SALES. If Nationstar's bidding instructions vary or conflict with state requirements, Firm shall contact Nationstar immediately.

4.12 Sales Results

Firm must communicate sales results through DRTS on the day of the foreclosure sale, but no later than 10:00AM of the following business day after the sale. Sales results must specify the amount bid at the sale, the sale held date, and the name of the successful bidder.

If there is a confirmation or redemption period after a foreclosure sale, your firm must state in the sales results the date of the confirmation hearing or the date the redemption expires. These dates shall be conveyed through DRTS at the same time the sales results are entered.

Once Firm receives notification of the confirmation judgment or redemption expiration, Nationstar must be notified within 24 hours or one (1) business day.

Firms are responsible to upload a copy of the recorded Deed(s) after a sale immediately upon receipt of such document. Documents should be submitted through DRTS completing the appropriate steps in such system.

4.13 Third Party Bidders

If a third party is the successful bidder at the foreclosure sale, Firm shall send the Nationstar proceeds from the sale to Nationstar, together with a detailed breakdown of the funds disbursed, at the earliest date possible, but in any event in accordance with statutory laws and within one (1) business day after funds are received by Firm.

All foreclosure sales shall be conditioned specifically to limit the time to close as well as allow for forfeiture of the down payment and the assessment of per diem interest (if an extension to close is granted) if the terms are not met. All contact information for the 3rd party bidder must be collected, verified and maintained.

If there is a delay in receipt of the third party proceeds, a Nationstar foreclosure specialist must be advised of the reason for the delay. Nationstar will determine if an extension will be granted to the third party or if the property shall be rescheduled for sale. Firm shall be responsible for losses caused by unwarranted delays.

4.14 Redeemed Properties

If the property is redeemed during the redemption period, Firm shall send the Nationstar proceeds from the sale to Nationstar, together with a detailed breakdown of the attorney bills and documentation clearly itemizing the amount collected, at the earliest date possible, but in any event in accordance with statutory laws and within one (1) business day after funds are received by Firm.

If there will be a delay in receipt of the redemption proceeds, Firm must advise the foreclosure specialist of the reason for the delay.

All third party redemption proceeds checks shall be sent to payment processing by overnight mail. Do NOT include them in envelopes containing general foreclosure correspondence.

4.15 Deficiency Judgments

If applicable in the jurisdiction, Firm is required to preserve Nationstar's or the investor/guarantor's rights to pursue any and all deficiency balances that result from a contractual default or deficiency in foreclosure proceeds in accordance with state law.

4.16 Deed in Lieu Transaction

If an approved workout is a deed-in-lieu of foreclosure transaction, Firm shall prepare and execute the appropriate documents and acquire the appropriate signatures to transfer ownership to Nationstar or the appropriate investor/agency immediately.

SECTION V – BANKRUPTCY OVERVIEW

Bankruptcy files must be acknowledged within 24 hours or one (1) business day of Nationstar's referral.

On multiple filings, counsel shall seek an order to bar the mortgagor from staying the foreclosure sale and/or dismissing with prejudice whenever possible.

1 Due Diligence Timelines

Bankruptcy actions must be completed within the timeframes as established by Nationstar and Investor Guidelines. If there is a delay, a letter of explanation must be provided to Nationstar.

5.2 Firm Responsiveness and Notice Requirements

- Acknowledge receipt of case(s) within one (1) business day of Bankruptcy Referral.
- A Motion for Relief of Stay must be filed within fifteen (15) days of the Bankruptcy Referral date.
- Hearing results must be provided to Nationstar within 24 hours or one (1) business day of the hearing.
- ALL fees and costs must be approved in advance by the court wherever practical and included in any action where allowed by the court.
- Provide the appropriate release date and instructions relative to Nationstar within one (1) business day of obtaining relief from the stay.

5.3 Proof of Claims

In the event Nationstar requests Firm to prepare a proof of claim ("POC") in a case under Title 11 of the United States Code (the "Bankruptcy Code"), Firm shall review with Nationstar and verify the accuracy of balances, payments or any other items that affect the balance of the loan before court filings or representations regarding same are made to any court. All fees charged directly or indirectly to the borrower must be clearly, accurately and fully disclosed, itemized and be recoverable in accordance with applicable law and ethical standards including, without limitation, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. ("FDCPA"), Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and Local Bankruptcy Rules. Firm shall ensure that, where required in the relevant jurisdiction, all necessary mortgage assignments to correctly identify the appropriate holder or holder's agent will be executed and submitted for recording in an appropriate and timely manner. Firm shall not add to the loan account, include in a POC or otherwise seek from Borrower (in a bankruptcy case, a foreclosure, or otherwise) the following: (i) anticipated fees or expenses that have not yet been incurred (although the POC may reserve the right to assert liquidated amounts in the future) and (ii) any outsourcer fee, charge or other compensation that Firm may pay to an a third party administrator, middleman, or vendor. All POCs will be reviewed by Firm and signed by an authorized representative of Firm (and Nationstar, if and to the extent required by the jurisdiction). POCs will include an itemized exhibit that lists each item including in the claim (e.g., principal, interest, late fees, NSF fees, etc.). Firm shall at a minimum comply with all local Bankruptcy Court rules regarding the documentation necessary to be filed in support of POC's. Notwithstanding the minimum requirements of any specific bankruptcy court, the following standards will also apply to POC's filed in any jurisdiction: (i) fees and costs will not be stated generally under headings such as "miscellaneous" or "other" (ii) POCs will contain a copy of the security interest and note in each jurisdiction in which a claimant is required to do so (iii) the POCs will attach copies of such documentation to reflect the proper holder of the lien and (iv) POCs will clearly identify if the loan is an escrowed or non-escrowed loan and break out the monthly payments consisting of principal, interest, and PMI components. Firm shall not state (verbally or in writing) that loan fees, balance information, or payoff amounts were furnished by Nationstar or investor unless Nationstar or investor, as the case may be, has specifically provided or approved such amounts.

5.4 Bankruptcy Correspondence and Loss Mitigation

Any debtor or debtor attorney correspondence or communications, whenever possible, shall be warm transferred to a Nationstar Bankruptcy specialist with authority to discuss the account by calling the Nationstar Customer Service number 888-480-2432 and then inputting the debtor's 10 digit Nationstar loan number when prompted.

Notification of bankruptcy mediation or loss mitigation orders must be communicated to the Nationstar Bankruptcy Department within two (2) business days.

5.5 Post Petition Payments

All post-petition payments shall be made as provided in the applicable order or plan. In the event direction from a trustee or court is requested, payments may be mailed along with instructions for how the payment shall be applied to the following address:

Nationstar Mortgage LLC

Attn: Payment Processing
350 Highland Drive
Lewisville, TX 75067

5.6 Mortgage Servicing Best Practices List

Firm shall at all times adhere to the *Mortgage Servicing Best Practices List* as compiled by the National Association of Bankruptcy Trustees on January 18, 2008, as such may be amended from time to time (to the extent applicable and acceptable in Firm's District), including, without limitation, any agreed order resolving a motion for relief from stay or other matter will clearly identify the applicable fees for pursuing the relief requested as well as the manner and method in which such fees are to be paid, if any.

SECTION VI – EVICTIONS

6.1 Eviction Referrals

All new referrals will be sent through DRTS. Acknowledgement of receipt of eviction referrals must be received within 24 hours or one (1) business day. Firm is expected to proceed with eviction immediately.

6.2 Timeline Management

Eviction actions must be completed within timeframes as established by Nationstar and United States Foreclosure Network ("USFN"). It is expected that your Firm shall be able to meet your states timeline expectations as established in the USFN Eviction Timeline Matrix™.

6.3 Notification of Lock Out Date

Firm must notify the eviction specialist of the scheduled and actual Lock Out dates as soon as they are known. Notification shall be made through DRTS AND by e-mail. Nationstar requires immediate notification of the expected Lock Out date and, preferably, at least five (5) days prior to the actual Lock Out date whenever possible.

SCHEDULE I
NATIONSTAR'S MEDIATION AND SETTLEMENT PROCESS

Due to numerous recent and pending legislative initiatives involving both voluntary and required mediations at different stages of the default process, Nationstar has established a Mediation Department and Team to handle all Mediations, Conciliations, and Settlement Conferences requested by the borrower, the Courts, or a third party.

Nationstar's Mediation Specialists have full authority to negotiate and agree or reject any terms resulting from a conference and will be available by phone and, when necessary, in person to attend any scheduled conferences. In order to ensure availability by either phone or personal appearance, it is your responsibility to inform, communicate, and document any conference requests as soon as possible in order to allow sufficient time to make the necessary preparations and arrangements. Please make sure when scheduling any such requests to take into consideration the adequate time necessary to accommodate all parties involved.

Below is a matrix of our Mediation Team Specialists, their assigned portfolios, and contact information. When a conference is requested and scheduled you should e-mail the appropriate representative immediately, then call the Mediation Specialist directly, and finally document all communications in Lenstar Notes. Once contacted, your assigned Mediation Specialist will provide further instructions and additional case specific requirements on how to proceed.

A.J. Loll, Vice President
469-549-2287 (direct)
214-636-9014 (cell)
aj.loll@nationstarmail.com

FNMA Files:

Michael Stapleton
469-549-3049 (direct)
972-315-7217 (fax)
michael.stapleton@nationstarmail.com

Brian White
469-549-3194 (direct)
972-353-6582 (fax)
brian.white@nationstarmail.com

ABS Files (non FNMA):

Justin Halbach
469-549-3388 (direct)
972-353-6832 (fax)
justin.halbach@nationstarmail.com

Joshua Hanchett
469-549-2361 (direct)
972-315-8803 (fax)
Joshua.hanchett@nationstarmail.com

In the event one of the above Specialists is unavailable at their direct lines, please utilize the Mediation Hotline # 214-728-9597.

When notifying Nationstar of a scheduled conference, please provide the following information:

- Mortgagor Name and Loan Number
- If represented by counsel, the name and contact information of borrower's attorney
- Date and Time of scheduled meeting (including the time zone)
- Disclose whether the conference can be attended by telephone or if a physical appearance is required.
- Name and contact information of the attorney attending on Nationstar's behalf

And when available:

- Mortgagor's completed financial worksheet (detailing gross and net household income and a breakdown of ALL monthly expenses)
- Hardship Letter
- Last two (2) months paystubs verifying ALL household income

SCHEDULE II
APPROVAL MATRIX

Approval Authority	Total Cumulative Fee (per matter)
EVP	>\$20,000
SVP	\$20,000
VP	\$10,000
AVP	\$10,000
Manager	\$4,500
FC Specialist	\$750

1

596845243
RODRIGUEZ
BRANKING

RODRIGUEZ

Region not Assigned

596845243



596845243BK

NV 1005445



MARKED FOR IDENTIFICATION
PROPOSED EXHIBIT

53

NATIONSTAR_00001

0204

RODRIGUEZ, CATHERINE



NATIONSTAR_00002



06/05/2013

McCarthy & Holthus
1770 Fourth Avenue
San Diego, CA 92101



Borrower: CATHERINE RODRIGUEZ

Property: 6845 SWEET PECAN STREET LAS VEGAS, NV 89149

Loan Number: 0596845243

As requested, the following documents/files are enclosed and are being provided to you for use in the foreclosure and/or bankruptcy proceedings relating to the above-referenced Borrower/Property

☒ Collateral File containing:

- ☒ "Note"
- ☒ "Security Instrument"
- ☐ "Allonge"
- ☒ "Title Policy"
- ☐ "Assignments"
- ☐ Etc

IMMEDIATELY upon receipt of this letter and the enclosed documents/files, you are required to sign and date this acknowledgement and agreement letter and upload it to the LPS Desktop or mail it to our office. If you fax or scan the signed letter, you must contact the Nationstar Mortgage LLC processor for the instructions for where to send it. You agree that Nationstar Mortgage LLC may enforce the faxed/scanned copy of this signed letter against you.

Nationstar Mortgage LLC is required by Investors to track the location of all original documents. As soon as you no longer need to have possession of the enclosed documents/files, you are instructed to return them to Nationstar Mortgage LLC at the following address:

Nationstar Mortgage LLC
Document Control Department
2617 College Park Drive
Scottsbluff, NE 69361



You acknowledge and agree that all of the enclosed documents are being provided to you and are to be held by you, as agent for and Bailee of, and subject to the direction of, Nationstar Mortgage LLC. You agree: (a) to hold and retain possession of, and to use, the enclosed documents in trust for the benefit of Nationstar Mortgage LLC and solely for the purposes of foreclosure and/or bankruptcy proceedings regarding the above-referenced Borrower and Property; (b) to comply promptly and faithfully with all directions or instructions to you from Nationstar Mortgage LLC regarding the enclosed documents; (c) that you will not cause or knowingly permit the enclosed documents/files to become subject to, or encumbered by, any claim, liens, security interest, charges, writs of attachment or other impositions; (d) that you will not assert or seek to assert any claims or rights of setoff to or against the enclosed documents or any proceeds thereof; (e) that the enclosed documents/files and any proceeds thereof, including any proceeds of proceeds, coming into your possession, custody or control will at all times be earmarked for the account of Nationstar Mortgage LLC; and (f) that you will keep the enclosed documents/files and any proceeds thereof separate and distinct from all other property in your possession, custody or control.

You also agree to indemnify and hold harmless Nationstar Mortgage LLC and its affiliates against and from any losses, damages, costs or expenses, including reasonable attorneys' fees, that are suffered or incurred by Nationstar Mortgage LLC or its affiliates as a result of (a) any breach by you of the terms of this acknowledgement and agreement letter and/or (b) any loss or destruction of, or any damage or unauthorized (by Nationstar Mortgage LLC) alteration to, any of the enclosed documents/files while they are in your possession or custody or are under your control.

Thank you for your cooperation.

Nationstar Mortgage LLC
Document Control Department

BY MY SIGNATURE BELOW, I ACKNOWLEDGE RECEIPT OF THE DOCUMENTS/FILES LISTED ABOVE AND AGREE TO THE TERMS OF THIS LETTER AND FURTHER STATE THAT I AM AUTHORIZED TO SIGN THIS LETTER AND AGREE ON BEHALF OF THE RECIPIENT FIRM.

McCarthy & Holthus

By: _____
Title: _____

Print Name: _____
Date: _____

UPON RECEIPT YOU MUST RETURN BOTH PAGES OF THE SIGNED COPY OF THIS LETTER BY UPLOAD TO LPS DESKTOP OR MAILING TO NATIONSTAR MORTGAGE LLC, 2617 COLLEGE PARK DRIVE SCOTTSBLUFF, NE 69361.

Bailee Letter

Loan Number 0596845243
Borrower Name CATHERINE RODRIGUEZ



NATIONSTAR_00006



06/05/2013

McCarthy & Holthus
1770 Fourth Avenue
San Diego, CA 92101



Borrower: CATHERINE RODRIGUEZ
Property: 6845 SWEET PECAN STREET LAS VEGAS, NV 89149
Loan Number: 0596845243

As requested, the following documents/files are enclosed and are being provided to you for use in the foreclosure and/or bankruptcy proceedings relating to the above-referenced Borrower/Property

☒ Collateral File containing:

- ☒ "Note"
- ☒ "Security Instrument"
- ☐ "Allonge"
- ☒ "Title Policy"
- ☐ "Assignments"
- ☐ Etc

IMMEDIATELY upon receipt of this letter and the enclosed documents/files, you are required to sign and date this acknowledgement and agreement letter and upload it to the LPS Desktop or mail it to our office. If you fax or scan the signed letter, you must contact the Nationstar Mortgage LLC processor for the instructions for where to send it. You agree that Nationstar Mortgage LLC may enforce the faxed/scanned copy of this signed letter against you.

Nationstar Mortgage LLC is required by Investors to track the location of all original documents. As soon as you no longer need to have possession of the enclosed documents/files, you are instructed to return them to Nationstar Mortgage LLC at the following address:

Nationstar Mortgage LLC
Document Control Department
2617 College Park Drive
Scottsbluff, NE 69361



You acknowledge and agree that all of the enclosed documents are being provided to you and are to be held by you, as agent for and Bailee of, and subject to the direction of, Nationstar Mortgage LLC. You agree: (a) to hold and retain possession of, and to use, the enclosed documents in trust for the benefit of Nationstar Mortgage LLC and solely for the purposes of foreclosure and/or bankruptcy proceedings regarding the above-referenced Borrower and Property; (b) to comply promptly and faithfully with all directions or instructions to you from Nationstar Mortgage LLC regarding the enclosed documents; (c) that you will not cause or knowingly permit the enclosed documents/files to become subject to, or encumbered by, any claim, liens, security interest, charges, writs of attachment or other impositions; (d) that you will not assert or seek to assert any claims or rights of setoff to or against the enclosed documents or any proceeds thereof; (e) that the enclosed documents/files and any proceeds thereof, including any proceeds of proceeds, coming into your possession, custody or control will at all times be earmarked for the account of Nationstar Mortgage LLC; and (f) that you will keep the enclosed documents/files and any proceeds thereof separate and distinct from all other property in your possession, custody or control.

You also agree to indemnify and hold harmless Nationstar Mortgage LLC and its affiliates against and from any losses, damages, costs or expenses, including reasonable attorneys' fees, that are suffered or incurred by Nationstar Mortgage LLC or its affiliates as a result of (a) any breach by you of the terms of this acknowledgement and agreement letter and/or (b) any loss or destruction of, or any damage or unauthorized (by Nationstar Mortgage LLC) alteration to, any of the enclosed documents/files while they are in your possession or custody or are under your control.

Thank you for your cooperation.

Nationstar Mortgage LLC
Document Control Department

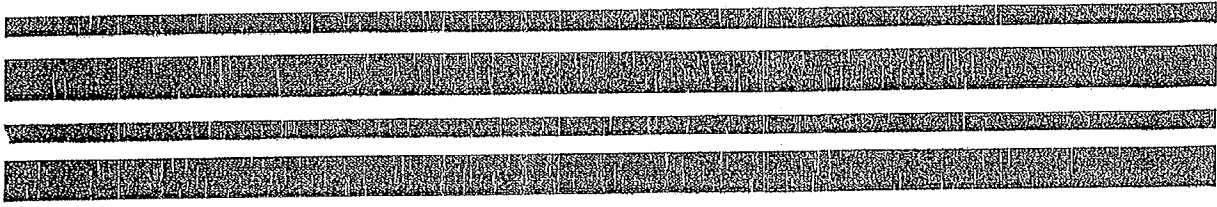
BY MY SIGNATURE BELOW, I ACKNOWLEDGE RECEIPT OF THE DOCUMENTS/FILES LISTED ABOVE AND AGREE TO THE TERMS OF THIS LETTER AND FURTHER STATE THAT I AM AUTHORIZED TO SIGN THIS LETTER AND AGREE ON BEHALF OF THE RECIPIENT FIRM.

McCarthy & Holthuis

By: [Signature]
Title: Manager

Print Name: _____
Date: _____

UPON RECEIPT YOU MUST RETURN BOTH PAGES OF THE SIGNED COPY OF THIS LETTER BY UPLOAD TO LPS DESKTOP OR MAILING TO NATIONSTAR MORTGAGE LLC, 2617 COLLEGE PARK DRIVE SCOTTSBLUFF, NE 69361.



Verified Collateral

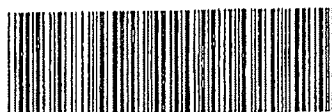
Loan Number 0596845243

Borrower Name CATHERINE RODRIGUEZ



NATIONSTAR_00009

First Horizon Document Header



Loan Number :	0053334520		
Doc Seq Number :	1	LSTAT:	28LIC
Document Type:	NOTEORIG	LSSR:	N
Location:		Region-Shipped/McGuire:	N
Doc Received:	4/27/2005	Construction:	N
Box Number:	100411361		
Name:	RODRIGUEZ, CATHERIN		
Address:	6845 SWEET PECAN STREET		
	LAS VEGAS	NV	89149
MF_CAT:	SE5N		
Warehouse CD:	F		
Region:	VEGAS		
Pool Number:			
Pool Issue Date:			

Original Document File Review Checklist

(This document will be placed in the file on top of the docs)

Loan# 0596845243

NOTE

Note is an Original with Original

1 Signatures

LNA w/ Copy of Note (Complete endorsement chain)

3 Chain of Endorsements is complete

Complete

Y/N

Y/N

Y/N

Date Completed

6/5/13

6/5/13

6/5/13

Initial

JK

JK

JK

**Endorsement Chain Ends In: First Horizon -TO- Blank

Missing Endorsements/Allonges:

Date Completed

Initial

From _____
 TO _____
 From _____
 TO _____
 From _____
 TO _____

(additional missing endorsements on the back of this page)

Code	VOSN	or	VOSA
------	-------------	----	-------------

(Note is Orig W/ Complete Chain)

(Note is w/ atty - Note which atty)

MORTGAGE / DOT

Complete

Date Completed

Initial

1 Mortgage/DOT Recorded Original

Y/N

6/5/13

JK

Mortgage/DOT Recorded Copy

Y/N

_____**VOSR**

Research Needed

Code	VOSD	or	MDNC
------	-------------	----	-------------

(Orig/Copy RECORDED MTG/DOT)

(NO RECORDED MTG/DOT Avail)

DEIR

(Pulled Copy of recorded Mtg from Doc Edge)

2 Oregon File - Mers Milestone Report

3 Nevada File - Mers Milestone report

ASSIGNMENTS

Complete

Date Completed

Initial

Are there "Unrecorded Original"

1 Assignments in the Collateral File

Y/N

6/5/13

JK

2 If YES, List the Assignments below

Unrecorded Original Assignments:

From _____
 TO _____
 From _____
 TO _____
 From _____
 TO _____

Title Policy

Is there a Title Policy in the Collateral

File OR on FileNet?

1 If YES, add to the CFAP comment AND print from FileNet if needed/avilbe

Y

Date Completed

6/5/13

Initial

JK

2 If NO, add the VOST code to LSAMS

Code	CFAP	and	IMAG
------	-------------	-----	-------------

(Note the CFAP code with the contents of the file ex. Orig Note / Orig Rec DOT etc)

(This is your final code before Imaging to FileNet)

Stacking order/Additional Documents in Collateral File

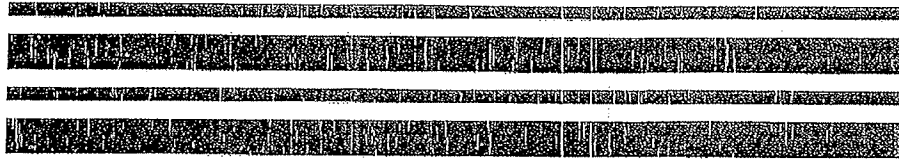
- 1 Verified Collateral (Scan Sheet)
- 2 Check List
- 3 MERS Milestones (OR & NV)
- 5 Note with endorsements
- 6 Allonges in order of Chain
- 7 Addendums
- 8 Mortgage/DOT
- 9 Riders
- 10 Assignments of Mortgage/DOT in order of chain
- 11 Modifications/Assignments of Modifications
- 12 Title policy
- 13 Title Commitment
- 14 M Certificate
- 15 Etc.

Y/N
 Y/N
 Y/N
 Y/N
 Y/N
 Y/N
 Y/N
 Y/N
 Y/N
 Y/N
 Y/N
 Y/N
 Y/N

Comments / Instructions

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NATIONSTAR_000011



Final Title Policy

Loan Number	0596845243
Borrower Name	CATHERINE RODRIGUEZ



NSM-0596845243-FINAL-TP

NATIONSTAR_000012



Loan Number : 0053334520

File Seq. : 1

Name: RODRIGUEZ, CATHERINE

Address: 6845 SWEET PECAN STREET

LAS VEGAS NV 89149

Type of Pack: CUSTODIAN

Loan Type: CONV ARM

Branch: 7818

Funding Date:

MF_CAT: SE5N

Warehouse CD: F

Box Number: 100411361

LSSR: N

First Horizon Loan Header

er's Initials	Date

Scanner Batch

Documents in Batch

Pages in Batch

NATIONSTAR_000013

Loan Policy

American Land Title Association Loan Policy (1992)



Policy Number **FTH 429887**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material;
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, the said Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers as of the date shown in Schedule A, the policy to be valid when countersigned by an authorized officer or agent of the Company.

Issued through the Office of:

OLD REPUBLIC TITLE
140 N. Stephanie Street
Henderson, NV 89074
(702) 737-2088

Old Republic National Title Insurance Company
A Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest

Secretary

NATIONSTAR_000014

Authorized Signatory

OLTA FORM 12

Not valid unless Exclusions of Coverage included

2098

CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any suits or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition delaying the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim to be Given by Insured Claimant.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant to Cooperate.

- (a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title

or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

- (b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

- (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of

NATIONS FAR-000019 (continued on inside back cover.)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgage insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

NATIONSTAR_000016

SCHEDULE A

American Land Title Association Loan Policy 1992
With ALTA Endorsement Form 1 Coverage

Policy No: FTH 429887

Order No: 5116003582

Amount of Insurance: \$ 269,000.00

Date of Policy: April 27th, 2005 at 2:01 p.m.

Premium: \$ 847.70

1. Name of Insured:

FIRST HORIZON HOME LOAN CORPORATION, its successors and/or assigns

2. The estate or interest referred to herein is at Date of Policy vested in:

CATHERINE RODRIGUEZ, an unmarried woman

3. The estate or interest in the land described in Schedule C and which is encumbered by the insured mortgage is:

a FEE.

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any, are described as follows:

Deed of Trust to secure an indebtedness of the amount stated below and any other amounts payable under the terms thereof,

Amount	:	\$269,000.00
Trustor/Borrower	:	CATHRINE RODRIGUEZ, An Unmarried Woman
Trustee	:	OLD REPUBLIC TITLE
Beneficiary/Lender	:	FIRST HORIZON HOME LOAN CORPORATION/MERS
Dated	:	April 21st, 2005
Recorded	:	April 27th, 2005 in Book 20050427 of Official Records, Doc No. 03843
Loan No	:	0053334520

SCHEDULE B

Part I

This policy does not insure against loss or damage by reason of the following:

1. Taxes, general and special, for the fiscal year 2004-2005, as follows:

Assessor's Parcel No.	: 125-20-212-037	
District No.	: 200	
1st Installment	: \$ 498.50	Marked Paid
Due On or Before	: Third Tuesday in August	
2nd Installment	: \$ 498.50	Marked Paid
Due On or Before	: First Monday in October	
3rd Installment	: \$ 498.49	Marked Paid
Due On or Before	: First Monday in January	
4th Installment	: \$ 498.49	Marked Paid
Due On or Before	: First Monday in March	
Total Taxes	: \$ 1,993.98	
Land Value	: \$ 13,300.00	
Improvements	: \$ 0.00	
Personal Property	: \$ 0.00	
Exemption	: \$ 0.00	
Net Total	: \$ 13,300.00	
Tax Rate	: \$ 3.3002	

2. The lien of special assessments, if any, assessed to the herein described property.

3. Unpatented mining claims, mineral rights, reservations, easements and exclusion, if any, as contained in the Patent conveying said land.

4. Easements affecting those portions of said land and for the purposes stated thereon and incidental purposes, as shown on the filed map referenced in the legal description herein.

5. Covenants, Conditions, Restrictions, Limitations, Easements, Assessments, Reservations, Exceptions, Terms, Liens or Charges, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, and amendments thereto.

SCHEDULE B

Policy No. FTH 429887

Part II

In addition to the matters set forth in Part I of this Schedule, the title to said estate or interest in the land described or referred to in Schedule C is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the charge of the insured mortgage upon said estate or interest:

NONE SHOWN

SCHEDULE C

The land referred to in this policy is situated in the County of Clark, City of Las Vegas,
State of Nevada, and is described as follows:

Lot 37 in Block 3 of Concordia @ Deer Springs Unit 3, as shown by map thereof on
file in Book 112 of Plats, Page 28, in the Office of the County Recorder, Clark
County, Nevada.

ENDORSEMENT

Attached to:

Policy No: FTH 429887
 Order No: 5116003582



**OLD REPUBLIC NATIONAL
 TITLE INSURANCE COMPANY**

a Corporation, of Minneapolis, Minnesota

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of:

1. The existence of any of the following:
 - (a) Covenants, conditions or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) Present violations on the land of any enforceable covenants, conditions or restrictions;
 - (c) Except as shown in Schedule B, encroachments of buildings, structures or improvements located on the land onto adjoining lands, or any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2. (a) Any future violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, provided such violations result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the title to the estate or interest referred to in Schedule A if the insured shall acquire such title in satisfaction of the indebtedness secured by the insured mortgage;
- (b) Unmarketability of the title to the estate or interest referred to in Schedule A by reason of any violations on the land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, of any covenants, conditions or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees:
 - (a) Which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
 - (b) Resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

Wherever in this endorsement the words "covenants", "conditions" or "restrictions" appear, they shall not be deemed to refer to or include the terms, covenants conditions or restrictions contained in any lease.

For purposes of this endorsement, the words "covenants", "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy and is not excepted in Schedule B.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated : April 27th, 2005

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 A Corporation
 400 Second Avenue South, Minneapolis, Minnesota 55401
 (612) 371-1111

Countersigned:

By

Validating Officer

By:

Attest:

President

Secretary

ENDORSEMENT

Attached to:

Policy No: FTH 429887
Order No: 5116003582



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of (i) a
A SINGLE FAMILY DWELLING

known as 6845 SAweet Pecan Street, Las Vegas, Nevada

to be located on the land at Date of Policy, or (ii) the map attached to this policy to correctly show the location and dimensions of the land according to the public records.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated : April 27th, 2005

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By:

President

Attest:

Secretary

Countersigned:

By

Validating Officer

ENDORSEMENT

Attached to:

Policy No: FTH 429887
Order No: 5116003582



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The Insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the Insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes: **NONE**

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated : April 27th, 2005

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By

Validating Officer

By:

Attest:

President

Secretary

ENDORSEMENT

Attached to:

Policy No: FTH 429887
Order No: 5116003582



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage sustained by reason of:

- (1) The invalidity or unenforceability of the lien of the insured mortgage resulting from the provisions therein which provide for changes in the rate of interest.
- (2) Loss of priority of the lien of the insured mortgage as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured mortgage, which loss of priority is caused by said changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured mortgage at Date of Policy.

This endorsement does not insure against loss or damage based upon

- (a) usury, or
- (b) any consumer credit protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto, except that the insurance afforded by this endorsement is not subject to Section 3(d) of the Exclusions From Coverage. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated : April 27th, 2005

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By Jan [Signature]
Validating Officer

By:

Attest:

[Signature] President
[Signature] Secretary

ENDORSEMENT

Attached to:

Policy No: FTH 429887
 Order No: 5116003582



**OLD REPUBLIC NATIONAL
 TITLE INSURANCE COMPANY**
 a Corporation, of Minneapolis, Minnesota

The Company insures the insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any insured mortgage identified in Schedule A.
3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated : April 27th, 2005

Countersigned:

By

Validating Officer

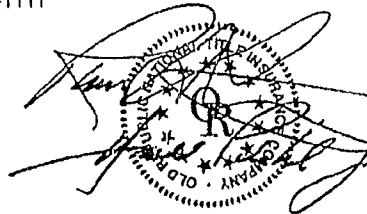
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 A Corporation
 400 Second Avenue South, Minneapolis, Minnesota 55401
 (612) 371-1111

By:

President

Attest:

Secretary



...... heretofore."

[illegible]

LEGEND

[illegible]

30

GRAPHIC SCALE

W.A. 6003-3
SHEET 2 OF 4

1/2 0028

CONCORDIA @ DEER SPRINGS UNIT 3

BRING THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 80 EAST, M.D.N., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

As.N. 125-20-201-072

SPRINKLER AT TOWN CENTER 1- UNIT :
above the roof of

Roller Avenue

ENCLOSURE

NATIONSTAR 000026

(Continued from inside front cover.)

the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

b. Options to Pay or Otherwise Settle Claims; Termination of Liability.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, continue any litigation.

7. Determination, Extent of Liability and Coinsurance.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. Apportionment.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. Reduction of Insurance; Reduction or Termination of Liability.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Non-cumulative.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and

NATIONSTAR 1000002 in back cover.)

(Continued from inside cover.)

9. Reduction of Insurance, Reduction or Termination of Liability.

(a) All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. Liability Noncumulative

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. Subrogation Upon Payment or Settlement

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. Arbitration

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. Liability Limited to this Policy; Policy Entire Contract.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, or Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. Severability

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401.
Phone (612) 371-1111



Recorded Mortgage / DOT

Loan Number	0596845243
Borrower Name	CATHERINE RODRIGUEZ



NSM-0596845243-REC.MORT

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CTD:

8

FINALDOCS

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FHASI-SALMON SMITH BARNEY

First Horizon Document Header



Loan Number :	0053334520		
Doc Seq Number :	1	LSTAT:	77IFR
Document Type:	TITLEFINAL	LSSR:	N
Location:		Region-Shipped/McGuire:	N
Doc Received:	6/16/05	Construction:	N
Box Number:	100416444		
Name:	RODRIGUEZ, CATHERIN		
Address:	6845 SWEET PECAN STREET		
	LAS VEGAS	NV	89149
MF_CAT:	SE5N		
Warehouse CD:	F		
Region:	VEGAS		
Pool Number:			
Pool Issue Date:			

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20050427-0003843

Assessor's Parcel Number:
County: 125-20-212-037 City:
Return To:
FHHL - POST CLOSING MAIL ROOM

1555 W. WALNUT HILL LN. #200 MC 6712
IRVING, TX 75038
Prepared By: FIRST HORIZON HOME LOAN CORPORATION

7375 PRAIRIE FALCON DR STE 120
LAS VEGAS, NV 89128
Recording Requested By:
FIRST HORIZON HOME LOAN CORPORATION
4000 HORIZON WAY
IRVING, TX 75063

Fee: \$36.00
N/C Fee: \$0.00

04/27/2005 14:01:32
T20050077114

Requestor:
OLD REPUBLIC TITLE COMPANY OF NEVADA

Frances Deane ARO
Clark County Recorder Pgs: 23

51160035826 [Space Above This Line For Recording Data]

DEED OF TRUST

MIN

0053334520

100085200533345205

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 21st, 2005 together with all Riders to this document.

(B) "Borrower" is
CATHERINE RODRIGUEZ , An Unmarried Woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIRST HORIZON HOME LOAN CORPORATION

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF KANSAS

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

Form 3029 1/01

VMP -6A(NV) (0307)

Page 1 of 15

Initials: CAR

VMP Mortgage Solutions (800)521-7291



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Lender's address is 4000 Horizon Way, Irving, Texas 75063

(D) "Trustee" is OLD REPUBLIC TITLE

140 N. STEPHANIE ST., HENDERSON, NV 89074

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

(F) "Note" means the promissory note signed by Borrower and dated April 21st, 2005

The Note states that Borrower owes Lender

TWO HUNDRED SIXTY NINE THOUSAND & 00/100 Dollars
(U.S. \$ 269,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2035

(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 checked="" 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 time.

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VMP-6A(NV) (0307)

Page 2 of 15

Initials: CAR

Form 3029 1/01

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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]:

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: County: 125-20-212-037 City: _____ which currently has the address of
6845 SWEET PECAN STREET _____ [Street]
LAS VEGAS _____ [City], Nevada 89149 [Zip Code]
("Property Address"):

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

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

0053334520

6A(NV) (0307)

Page 3 of 15

Initials: CAR

Form 3029 1/01

NATIONSTAR_000033

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

Initials: CAR

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

Initials: CAR

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

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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

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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

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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

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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

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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

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address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

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

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

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

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Page 13 of 15

Initials: BAE

Form 3029 1/01

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

Witnesses:

Catherine Rodriguez (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

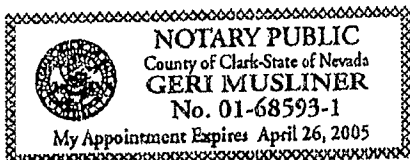
(Seal)
-Borrower

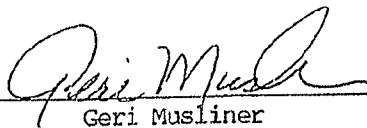
(Seal)
-Borrower

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on April 22, 2005 by

CATHERINE RODRIGUEZ




Geri Musliner

Mail Tax Statements To: TOTAL MORTGAGE SOLUTIONS, LP
1555 W. WALNUT HILL LANE, SUITE 200A
IRVING, TX 75038

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VMP-6A(NV) (0307)

Page 15 of 15

Initials 

Form 3029 1/01

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Order No. : 5116003582-GM

EXHIBIT "A"

The land referred to is situated in the State of Nevada, County of Clark, City of Las Vegas, and is described as follows:

Lot 37 in Block 3 of Concordia @ Deer Springs Unit 3, as shown by map thereof on file in Book 112 of Plats, Page 28, in the Office of the County Recorder, Clark County, Nevada.

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21st day of April, 2005, 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

FIRST HORIZON HOME LOAN CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6845 SWEET PECAN STREET, LAS VEGAS, Nevada 89149

[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 PER CC&R'S

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

CONCORDIA @ DEER SPRINGS

[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.

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

Page 1 of 3

Initials: CHL

VMP-7R (0411)

VMP Mortgage Solutions, Inc. (800)521-7291



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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.

0053334520

VMP-7R (0411)

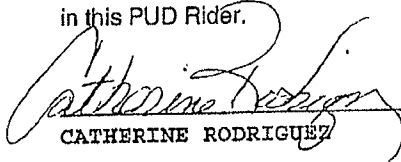
Initials: CAR

Page 2 of 3

Form 3150 1/01

NATIONSTAR_000048

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


CATHERINE RODRIGUEZ

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower


(Seal)

-Borrower

(Seal)

-Borrower

0053334520

 -7R (0411)

Page 3 of 3

Form 3150 1/01

NATIONSTAR_000049

2133

ADJUSTABLE RATE RIDER

0053334520

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of April, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST HORIZON HOME LOAN CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at:

6845 SWEET PECAN STREET
LAS VEGAS, NV 89149

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Fannie Mae Uniform Instrument

VMP-838R (0402) Form 3138 1/01

Page 1 of 3

Initials: JAR

VMP Mortgage Solutions, Inc.

(800)521-7291



NATIONSTAR_000050

**INTEREST ONLY ADDENDUM
TO ADJUSTABLE RATE RIDER**

THIS ADDENDUM is made this 21st day of April, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as this Addendum executed by the undersigned and payable to FIRST HORIZON HOME LOAN CORPORATION (the "Lender").

THIS ADDENDUM supercedes Section 4(C) of the Rider. None of the other provisions of the Rider are changed by this Addendum.

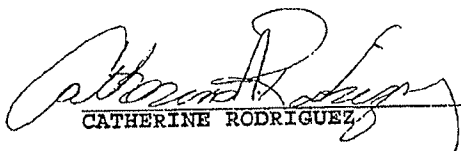
4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During this Interest Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest on the lower principal balance. At the end of the Interest Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest Only Period, my payment amount will not be reduced due to voluntary prepayments.

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

 04-22-05

CATHERINE RODRIGUEZ Date

Date

Date

Date

Date

Date

Date

Date

CTD:

3

FINALDOCS

843

FHASI-SALMON SMITH BARNEY

First Horizon Document Header



Loan Number :	0053334520		
Doc Seq Number :	1	LSTAT:	77IFR
Document Type:	SECRECORD	LSSR:	N
Location:		Region-Shipped/McGulre:	N
Doc Received:	8/29/2005	Construction:	N
Box Number:	100428407		
Name:	RODRIGUEZ, CATHERIN		
Address:	6845 SWEET PECAN STREET		
	LAS VEGAS	NV	89149
MF_CAT:	SE5N		
Warehouse CD:	F		
Region:	VEGAS		
Pool Number:			
Pool Issue Date:			

NATIONSTAR_000055

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

April 21st, 2005
[Date]

HENDERSON
[City]

NEVADA
[State]

6845 SWEET PECAN STREET, LAS VEGAS, Nevada 89149
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ 269,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST HORIZON HOME LOAN CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.625%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on June 1st, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1st, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 809
MEMPHIS, TN 38101

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S.\$ 1,260.94. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

UHP-838N (0210)

Form 3520 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 4

Initials: CAL



NATIONSTAR_000056

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of May, 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.625 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO & 00/100 percentage point(s) (2.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 11.625 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

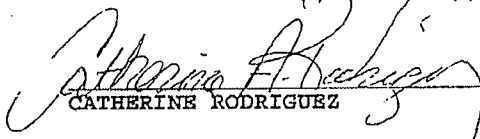
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


CATHERINE RODRIGUEZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

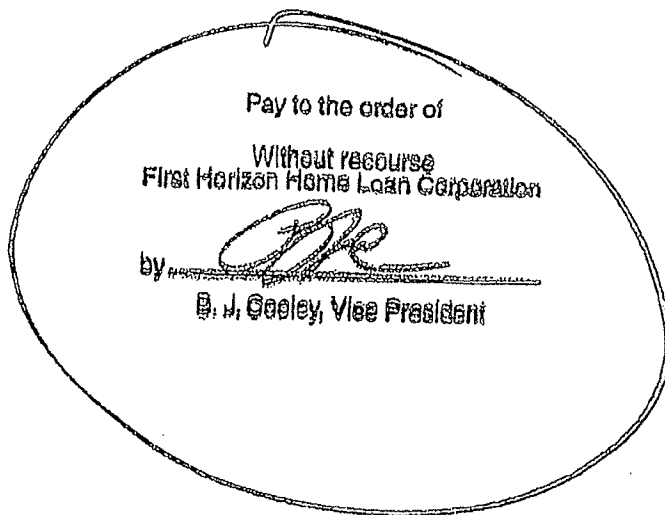
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]



INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE NOTE

THIS ADDENDUM is made this 21st day of April, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to FIRST HORIZON HOME LOAN CORPORATION (the "Lender").

THIS ADDENDUM supercedes Section 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on June 1st, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on May 1st, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my payments at PO BOX 809, MEMPHIS, TN 38101, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,260.94. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes


Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During this Interest Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest on the lower principal balance. At the end of the Interest Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

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

 04-22-05

CATHERINE RODRIGUEZ Date

Date_____
Date_____
Date_____
Date_____
Date_____
Date_____
Date

View As: ☐ Plain Text ☒ Web Page

Received: 6/10/2013 1:56:28 PM
From: Christina Reeves <creeves@McCarthyHolthus.com>
To: tnewberry@cnlawlv.com
CC: IDSMH Christopher Hunter Janice Jacovino
Subject: Nationstar Mortgage LLC v. Rodriguez NV-11-478461-JUD| Originals
Attachments:

Tara,

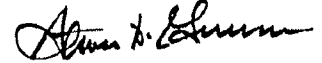
We received the originals for the Note and Deed of Trust in our office on Friday. If you wish to review the originals you may do so in our office. Please contact me and let me know when or if you would like to do so and we can set up a time slot for you to come in.

Thank You,

Christina M. Reeves | Judicial foreclosure Assistant
McCarthy ♦ Holthus LLP
m. 9510 West Sahara Avenue, Suite 200, Las Vegas, NV 89117
d. 702.685.0329, Ext. 2335 | f. 866.339.5961
e. creeves@mcCarthyHolthus.com

"Service Second to None"

CONFIDENTIALITY NOTICE: The information contained herein may be privileged and protected by the attorney/client and/or other privilege. It is confidential in nature and intended for use by the intended addressee only. If you are not the intended recipient, you are hereby expressly prohibited from dissemination, distribution, copy or any use whatsoever of this transmission and its contents. If you receive this transmission in error, please reply or call the sender and arrangements will be made to remove the originals from you at no charge. Federal law requires us to advise you that communication with our office could be interpreted as an attempt to collect a debt and that any information obtained will be used for that purpose.



CLERK OF THE COURT

1 TRAN

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3

EIGHTH JUDICIAL DISTRICT COURT
CIVIL/CRIMINAL DIVISION
CLARK COUNTY, NEVADA

4

5

6

THE BANK OF NEW YORK MELLON,)

CASE NO. A661179

7

Plaintiff,)

DEPT. NO. XXXI

8

vs.)

9

CATHERINE RODRIGUEZ,)

10

Defendant.)

11

BEFORE THE HONORABLE JOSEPH T. BONAVENTURE, SENIOR JUDGE

12

TUESDAY, JUNE 18, 2013

13

14

TRANSCRIPT RE:
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

15

16

APPEARANCES:

17

For the Plaintiff:

JANICE E. JACOVINO, ESQ.

18

For the Defendant:

TARA D. NEWBERRY, ESQ.
VENICIA G. CONSIDINE, ESQ.

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24

RECORDED BY: Rachelle Hamilton, Court Recorder

1 CLARK COUNTY, NEVADA

TUESDAY, JUNE 18, 2013

2 PROCEEDINGS

3 (PROCEEDINGS BEGAN AT 9:54:35 A.M.)

4 THE COURT: A-12-661179-C, Bank of New York Mellon/Catherine
5 Rodriguez.

6 MS. JACOVINO: Good morning, Your Honor. Janice Jacovino on behalf
7 of Bank of New York Mellon.

8 MS. NEWBERRY: Good morning, Your Honor. Tara Newberry on behalf
9 of Mrs. Rodriguez. And I'm also joined by counsel from the Legal Aid Center.

10 MS. CONSIDINE: Venicia Considine.

11 THE COURT: All right. This is a motion for summary judgment, is that
12 correct?

13 MS. JACOVINO: Yes. Defendant executed a note and deed of trust with
14 First Horizon Home Loans for the amount of two hundred and sixty-nine thousand
15 dollars. This was to secure the subject property. The note was subsequently
16 endorsed by First Horizon Home Loans and left open. It's been endorsed in blank.
17 Bank of New York Mellon currently is the holder of the note today, and I have this
18 with me in court as well, the original note. The opposition mentions different copies
19 in a mediation. However, everything that happens at a mediation is not admissible
20 today.

21 THE COURT: Right. I understand that and I'm not going to -- I'm not going
22 concern myself with that, all right.

23 MS. JACOVINO: Not only is Bank of New York Mellon the holder of the note,
24 which I have today if the Court would like to look. Opposing counsel has had the

1 chance to look at the note. We also have an assignment which was MERS' nominee
2 from First Horizon Home Loans to Bank of New York Mellon. That makes them the
3 holder of the note and the assignee of interest to the deed of trust. They are the
4 current beneficiary, they are the holder of the note, and they are the assignees.
5 The homeowner went into default. They continue in default today.

6 THE COURT: There was a bankruptcy, too, is that correct?

7 MS. JACOVINO: There was a bankruptcy in 2008.

8 THE COURT: But the house was exempted, is that correct? Was it?

9 MS. JACOVINO: The house was in the bankruptcy, but we're not looking to
10 collect on any default judgment as of today because, one, the bankruptcy, and two,
11 we have no idea if there's going to be a default judgment. We have to take this
12 property to sale with the foreclosure, which is what we're looking to do today.

13 THE COURT: Okay.

14 MS. JACOVINO: We get the foreclosure. We do request an amount and
15 this is the amount to be bid. This is the total amount owed. It's not a deficiency
16 because we don't know; the bid could be even to that amount. Clearly the client is
17 not going to come after a deficiency judgment with somebody who has been in the
18 bankruptcy.

19 THE COURT: Okay. The defendant, they're suggesting among other things
20 that, you know, there's genuine issues of fact, but they need time for more discovery
21 and they want me -- If I want to grant the motion for summary judgment, hold off
22 and let them have a little more discovery because there's not enough information to
23 currently contest the motion for summary judgment. They don't know who owned
24 the note, the time of the bankruptcy -- at the time of the bankruptcy why there

1 appears to be a variation of endorsements on the note produced, various other
2 facts that may shed light. Could you address that? And then I'll hear from them.

3 MS. JACOVINO: We're the holder of the note today.

4 THE COURT: What?

5 MS. JACOVINO: We have the note. We have the note today.

6 THE COURT: Okay.

7 MS. JACOVINO: We're the holder. We're entitled to enforce the note.

8 We have an assignment to my client. They have the interest in the property.

9 Edelstein allows you to have a disruption in the chain of who holds the note,
10 as long as it's brought back together. We have an endorsement. We have an
11 assignment.

12 THE COURT: Okay.

13 MS. JACOVINO: My client holds the note. She's in default. The only thing
14 that we need to prove is that we hold the note, that we are the current beneficiary,
15 that we are allowed to exercise this, and that she remains in default. She has not
16 paid in over three and a half years.

17 THE COURT: So she's been living in there three and a half years rent free?

18 MS. JACOVINO: Yes, Your Honor. None of those are questions. We're the
19 holder. We've laid it out in the recorded documents and in the affidavit which was
20 provided to the Court and attached to the motion.

21 THE COURT: What is this -- they're suggesting there's a question that Judge
22 Markell certified for review. What is that about?

23 MS. JACOVINO: So, the bankruptcy court -- we have the question of can the
24 note -- the note may be split as long as it comes back together prior to foreclosure.

1 Everybody is in agreement on that. They have cited that; we have cited that. Judge
2 Markell has a question that says if it's split while it's in bankruptcy, can it come back
3 together? Because he's asked that question, he's certifying that to the court. We
4 don't have a ruling on it. It doesn't say --

5 THE COURT: Is it the Nevada State Supreme Court or is it the federal court?

6 MS. JACOVINO: I don't know whether he went to BAP or whether he went
7 to federal court.

8 THE COURT: But that doesn't have anything -- you're saying that doesn't
9 have anything to do with anything.

10 MS. JACOVINO: There's no decision. If we had a decision that said no,
11 once it's in bankruptcy you can never bring it back together, that would be
12 something else. We don't have that decision. Not only that, but it's First Horizon
13 Home Loans' endorsement in blank and then an assignment. So when -- if the
14 question is when was the assignment, it's 2010. It was after the bankruptcy.

15 THE COURT: But the note and deed are unified -- and the deed of trust
16 are unified. Is that correct now?

17 MS. JACOVINO: Correct. And I'm not suggesting that they were ever not
18 unified.

19 THE COURT: Right. But they are unified --

20 MS. JACOVINO: At this time. We've got the note right here. We've got
21 an assignment.

22 THE COURT: Would not be a bar to foreclosure, and you believe the
23 bankruptcy issue is a non-issue --

24 MS. JACOVINO: Exactly.

1 THE COURT: -- and you should proceed with the case?

2 MS. JACOVINO: Yes, sir.

3 THE COURT: I mean, if we stay this it will be another couple of years.

4 MS. JACOVINO: It could be.

5 THE COURT: Let me hear from counsel --

6 MS. JACOVINO: Thank you.

7 THE COURT: -- and then I'll give you a chance to respond, all right.

8 MS. NEWBERRY: Good morning, again, Your Honor. Tara Newberry on
9 behalf of Ms. Rodriguez. I'll address the issues that you brought up that seem to
10 be -- you're concerned with --

11 THE COURT: Well, obviously.

12 MS. NEWBERRY: -- and also explain to you the facts of the case that have
13 not been presented at this point because there has been no discovery and there
14 hasn't been an opportunity to conduct the discovery we intended to when the case
15 was filed. Most importantly is the representation to the Court with regards to Rule
16 19 of the FMP. The rule states that documents that are exchanged during the
17 mediation cannot be used, similar to a settlement conference. So if one writes
18 down an offer or some type of a settlement discussion is transposed onto paper
19 and exchanged between the parties, of course that can't be used against the parties
20 or held against them in other proceedings.

21 We're not saying that this document that's been used as an offer is
22 what we're contesting. What we're contesting and what's been attached to the
23 complaint is a variation on the note that claims that another party is an interested
24 party in the case. The statute under 107.087 requires that in order to participate in

1 mediation the beneficiary must produce the original certified copy of the note and
2 the deed of trust. If you look at Rule 19, section 2, there's a caveat that says all the
3 documents exchanged during mediation can't be used in other proceedings other
4 than in a petition for judicial review unless it's otherwise permitted in Chapter 107
5 and required. They didn't cite to the Court the complete rule. If you look at the
6 legislative intent for the foreclosure mediation program, it's inception, when the
7 revisions to Chapter 107 were made back in 2009 the Legislature wasn't providing
8 a shield for the lenders to come and throw any paper on the table in advance of
9 mediation, which is what they're supposed to do ten days prior. They didn't use it
10 as a shield to allow them to commit forgery or to produce misrepresentations with
11 regards to standing and issues of fact.

12 You've got a note that says one party is the holder of the note. It's
13 been endorsed to them, to Nationstar. Now their position is, oh, we're telling you
14 the truth now, we were just lying then, but you can't hold that against us because
15 Rule 19 says that confidential documents can't be disclosed. Well, the rules require
16 that the note, the deed of trust must be provided to the homeowner ten days prior to
17 mediation. If you read verbatim Rule 19, it says documents during mediation. The
18 lender can't hold on to the instrument and not follow the rules of ten day prior, walk
19 into mediation and say I'm committing fraud, here's this document but you can't
20 use it.

21 We had no idea that Nationstar wasn't the beneficiary because that's
22 what they told us at mediation. We never even had an opportunity to file a petition
23 for judicial review to challenge the fact that this was a fictitious document that was
24 presented. Had that been presented in the court, I can't imagine how the Court

1 would perceive this type of instrument that was simply fabricated in an attempt to
2 meet the obligations of the rule. Now they're coming into court here and saying you,
3 Your Honor, can't even consider this document because the rules cover anything
4 and everything regarding mediation, and that is simply not what Rule 19 says. It
5 says documents exchanged during. Had they followed the rules and produced it
6 ten days prior, this document wouldn't even fall under the gamut. They can't use
7 Rule 19 as a shield to cover up the fact that they used this document.

8 The next issue I'd like to address is with regards to the bankruptcy
9 case. Judge Markell certified the question of law to the Nevada Supreme Court.
10 If you take a thorough reading of Edelstein, Your Honor, there's a footnote. It's
11 footnote 14, where the court says because this case doesn't bring a particular issue
12 about how reunification occurs, they weren't able to address it in that case. Judge
13 Markell wrote the book, literally, on securitization when it comes to bankruptcy
14 matters. He certified this question not because he didn't know what the outcome
15 should be, but because he thought it was a matter of state law -- state court
16 interpretation with regards to the Nevada statute.

17 When you look at the determination of a certification of question,
18 if the ruling comes out where it's a ministerial act, there's one outcome with regards
19 to this particular bankruptcy case. If the ruling by the supreme court is that it's a
20 substantive act to reunify, in a bankruptcy proceeding a creditor cannot improve its
21 security interest. It can't perfect its security interest.

22 So we're talking about some very, very foundational issues when it
23 comes to standing, which is do you have a perfected security interest. Sure, they
24 can come into court today with all kinds of executed instruments and try to convince

1 the Court that now we have all of these things. But if the bankruptcy filing date is
2 the date of determination of the perfection of the security interest, they can't fix it
3 now. It's too late. It took two years post-bankruptcy for them to even record an
4 assignment, which means the note and the deed of trust were split on the date
5 that the bankruptcy case was filed. For you to make a determination today without
6 having this interpretation from our supreme court, when we know there's been
7 an issue certified to them that would have a substantial outcome on our client's
8 property rights, it's absolutely prejudicial to the defendant to not let her conduct
9 discovery, not let her prove whether or not there was a perfected security interest.

10 And all along the focus point has been, well, the debtor got this, the
11 debtor got that. Well, let's talk about what the bank did. The bank enticed her to
12 default because they couldn't offer a loan modification without her being behind on
13 payments. So she submitted for a loan modification. They said no, sorry, we can't
14 help you. They file a notice of default. We go into mediation. She tries in her best
15 effort to resolve it. All she's looking for is a payment that's affordable. She didn't
16 ask for a house for free. She didn't ask for anything that was extreme or beyond
17 the ordinary. She asked for HAMP modification. The servicer at that time said
18 we don't do HAMP, which was a lie because the servicer later on, come to find out,
19 does participate in HAMP.

20 You add all these things up, who really benefits from the fact that she
21 went three and a half years with no payment? It's to her detriment. She's already
22 discharged from the underlying liability. She's trying to keep her home because
23 she's put money into it. She put money down. She loves the home. She's made
24 repairs to it. She's kept liens off the property. She's paid the HOA. She's done

1 everything she is supposed to do as a homeowner other than to say I want to pay
2 my loan, I just want to pay the right person. Prove to me you're the right person,
3 because you haven't so far, and I will gladly make payments. Give me the help
4 that you've given to thousands of other people. It's an interest only loan. It was
5 a high interest rate and it was simply unaffordable. Again, she wasn't asking for a
6 free house, she was just asking for help. Not anything different than anyone else
7 going through the mediation process.

8 The reason the mediation process didn't result in a foreclosure isn't
9 because of my client, it's because of them. They didn't comply with the rules. They
10 went to a PJR. The judge said you're acting in bad faith, I'm not issuing a certificate;
11 try again. They did. They didn't get it again. Then they go back another time and
12 cycle it through. They still can't comply with the rules. But yet they're going to
13 argue to you she's been living in the house for three and half years, as though it's
14 her fault. She would have made good on a loan modification if it had been offered.
15 She would have made good on payments if someone hadn't told her to default.

16 They have unclean hands. We made an argument in our answer that
17 they have unclean hands. There's been unfair lending practices with regards to the
18 servicing of the loan. They've made contrary positions with regards to ownership
19 interest. And in fact, I would argue that there's estoppel here. Once they produced
20 a note saying that Nationstar is the true party in interest, I think they're estopped
21 from now coming into court and saying, sorry, that was a lie but now we're telling
22 the truth, take our word for it.

23 They want Your Honor to issue an order for a motion for summary
24 judgment, where they have bypassed following the rules on multiple accounts,

1 and here they are wanting you to cut off the client's right to conduct meaningful
2 discovery, to look at these very important issues that we've already laid out within
3 our briefing. We need to know who owned the note at the time the bankruptcy case
4 was filed. Even the original note she claims to have today doesn't have a date on it.
5 We have no idea when that endorsement was made. The only date we have is the
6 assignment date, and that happened after the bankruptcy.

7 The second issue is the variations of the endorsement. We want to
8 ask for leave in order to amend our answer and assert a counterclaim for fraud. Until
9 we had the documents here today, we weren't on notice that the prior instruments
10 were clearly fraudulent misrepresentations with regards to the note that they were
11 projecting to claim -- that Nationstar claimed to have.

12 The other issue is with regards to discovery. 56(f) permits that as long
13 as the plaintiff puts forward a good faith reason for why limited discovery should be
14 allowed in the case, it's considered abuse of discretion to deny the request this early
15 in a proceeding to not allow that discovery to take place.

16 So we'd ask, Your Honor, in the first point to patently deny this motion
17 for summary judgment based on all the issues of fact we've presented to the Court
18 that we believe is sufficient to deny this motion.

19 THE COURT: Thank you. That's all I want to hear right now.

20 Anything else? Do you want to respond to anything she said?

21 MS. JACOVINO: Yeah. They admit she took out the loan. They admit she's
22 been in default for three and a half years. We are allowed by the court to foreclose
23 judicially or non-judicially. The rules don't allow for anything that happened inside
24 the mediation to be used outside of mediation except for in a PJR, a Petition for

1 Judicial Review. They've had that opportunity. They clearly went to petitions for
2 judicial review. I don't know how many. Discovery could have been sought there.
3 And the endorsement doesn't need to be dated. We have no case law saying you
4 have to date this endorsement. I understand why the questions come in, because
5 they want to make the argument that they were separated at the bankruptcy, but
6 they don't know it. Discovery is a fishing expedition. We are the holder of the note --

7 THE COURT: Everybody has a right to discovery. That's, you know --

8 MS. JACOVINO: There is no question here. We have --

9 THE COURT: I mean, in this particular case you think it's fishing.

10 MS. JACOVINO: Right. We have the note. I have it with me today. We
11 have an assignment. There's no weird chains of title, there's no breaks in the chain.
12 We have an assignment, we have the note. We're here today. She admits to being
13 in default. She took out the loan. She's not guaranteed a loan mod. That's not a
14 requirement. We are here today to foreclose on a house that hasn't been paid for
15 in three and a half years.

16 THE COURT: Well, again --

17 MS. JACOVINO: Discovery will only give them more time and they could
18 have conducted discovery during those three and a half years.

19 THE COURT: Well, I'm going to --

20 MS. JACOVINO: They could have conducted discovery during those
21 petitions.

22 THE COURT: Well, I'm going to deny the motion for summary judgment,
23 without prejudice, though, to conduct some limited discovery on this. And then you
24 can renew it after some limited discovery, all right. I'm not saying you don't have

1 any merit on it, but I think they should be entitled to a little discovery, all right.

2 So you prepare the order.

3 MS. NEWBERRY: Your Honor, we also would request leave to amend our
4 answer to assert a counterclaim for the fraud.

5 THE COURT: Well, file some sort of a motion on that. I'm not going to do
6 anything right now.

7 MS. NEWBERRY: I'm just asking for the leave --

8 THE COURT: What's in front of me --

9 MS. NEWBERRY: -- to file the motion.

10 THE COURT: What's in front of me is to -- whether to grant or deny, and I'm
11 not going to rule on that. You file a motion, all right. I'm not going to do it.

12 MS. JACOVINO: Thank you.

13 THE COURT: All right. Thank you so much.

14 MS. NEWBERRY: Thank you, Your Honor.

15 MS. CONSIDINE: Thank you, Your Honor.

16 (PROCEEDINGS CONCLUDED AT 10:12:15 A.M.)

17 * * * * *

18
19 ATTEST: I do hereby certify that I have truly and correctly transcribed the
20 audio/video proceedings in the above-entitled case to the best of my ability.

21 

22 Liz Garcia, Transcriber
23 LGM Transcription Service
24

CIVIL (FAMILY-RELATED) COVER SHEET

County, Nevada

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

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

Plaintiff/Petitioner (name/address/phone):

DOB:

Attorney (name/address/phone):

Defendant/Respondent/Co-Petitioner (name/address/phone):

DOB:

Attorney (name/address/phone):

II. Nature of Controversy (Place X in applicable bold category and another in applicable subcategory, if available)

Family-Related Cases

Domestic Relations	Guardianship
<input type="checkbox"/> Marriage Dissolution Case <input type="checkbox"/> Annulment <input type="checkbox"/> Divorce -- With children <input type="checkbox"/> Divorce -- Without children <input type="checkbox"/> Foreign Decree <input type="checkbox"/> Joint Petition -- With children <input type="checkbox"/> Joint Petition -- Without children <input type="checkbox"/> Separate Maintenance <input type="checkbox"/> Support/Custody <input type="checkbox"/> UIFSA Case (formerly URESA) <input type="checkbox"/> Adoptions <input type="checkbox"/> Adult <input type="checkbox"/> Minor <input type="checkbox"/> Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Miscellaneous Domestic Relations <input type="checkbox"/> Name Change <input type="checkbox"/> Permission to Marry <input type="checkbox"/> Other Family	<input type="checkbox"/> Guardianship of an Adult <input type="checkbox"/> Guardianship of a Minor <input type="checkbox"/> Guardianship Trust Estimated Estate Value: _____ <div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">Other Family-Related Case Filing Types</div> <input type="checkbox"/> Mental Health <input type="checkbox"/> Request for Temporary Protective Order <input type="checkbox"/> Miscellaneous Juvenile <input type="checkbox"/> Emancipation

Children involved in this case:

Name:

DOB:

Name:

DOB:

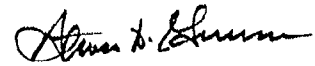
Name:

DOB:

Date

Signature of Preparer

*For Clark and Washoe Counties, please use their family court cover sheet
for family-related case filings. Please see the Family Court Clerk
in those counties for copies of their forms.*


CLERK OF THE COURT

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19 Attorneys for Petitioner Catherine Rodriguez

20 **EIGHTH JUDICIAL DISTRICT COURT**

21 **CLARK COUNTY, NEVADA**

22 CATHERINE RODRIGUEZ,

23 Petitioner,

24 vs.

25 NATIONSTAR MORTGAGE LLC.; METLIFE
26 HOME LOANS; and THE BANK OF NEW
27 YORK MELLON F/K/A THE BANK OF NEW
28 YORK AS TRUSTEE FOR THE HOLDERS
OF THE CERTIFICATES, FIRST HORIZON
MORTGAGE PASS-THROUGH
CERTIFICATES SERIES FHAMS 2005-AA5,
BY FIRST HORIZON HOME LOANS, A
DIVISION OF FIRST TENNESSEE BANK
NATIONAL MASTER SERVICER, IN ITS
CAPACITY AS AGENT FOR THE TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT

Defendants.

VERIFIED PETITION
FOR JUDICIAL REVIEW

Case No.: A-13-685616-J
Dept No.: XXV

VERIFIED PETITION FOR JUDICIAL REVIEW

1 Petitioner, CATHERINE RODRIGUEZ (hereinafter "PETITIONER"), by and through
2 her attorneys, Venicia G. Considine, Esq., of the LEGAL AID CENTER OF SOUTHERN
3 NEVADA, INC., and Tara D. Newberry of CONNAGHAN NEWBERRY LAW FIRM, petition
4 this Court, pursuant to NRS 107.080, NRS 107.086, and Nevada Supreme Court decisions, for
5 review of the Nevada foreclosure mediation conducted on October 6, 2011 pursuant to NRS
6 107.086 and the Nevada Supreme Court Amended Foreclosure Mediation Rules 11 and 21, and
7 to hold a hearing to determine bad faith and appropriate sanctions. Alternatively, the Petitioner
8 seeks declaratory relief under NRS 30.040 and injunctive relief under NRS 30.010.

9
10
11 **STATUTORY AND REGULATORY SCHEME**

12 **A. NRS 107.080 and NRS 107.086**

13 NRS 107.080 establishes certain requirements a trustee must follow to sell an estate in
14 real property. NRS 107.086 requires the trustee to provide a grantor of a deed of trust or the
15 person who holds title of record a form on which the grantor may elect mediation in order to try
16 to work out an alternative to foreclosure, such as a loan modification. Once mediation is
17 requested, no further action may be taken to exercise the power of sale until the completion of
18 the mediation.
19

20 The Supreme Court has adopted rules outlining mediation procedures and protecting "the
21 mediation process from abuse and to ensure that each party to the mediation acts in good faith."
22 [See NRS 107.086(8)(d)].

23 The Court may issue an order imposing sanctions against the beneficiary of the deed of
24 trust or his representative as the court determines appropriate, including without limitation,
25 requiring a loan modification in the manner determined proper by the court. See NRS
26 107.086(5). Basis for sanctions include: (1) failure to attend the mediation; (2) failure to
27 participate in the mediation in good faith; (3) failure to bring to the mediation each document
28

1 required by the statute; or (4) not having the authority (or access to a person with the authority)
2 required by the statute.

3 According to NRS 107.086, the Supreme Court is to adopt rules governing the
4 procedures of mediation and to ensure that such rules "*protect the mediation process from abuse*
5 *and to ensure that each party to the mediation acts in good faith.*" [Emphasis added; see NRS
6 107.086 (8)(d)].
7

8 **B. Nevada Supreme Court Foreclosure Mediation Rules**

9 Rule 21(1) of the Nevada Supreme Court Amended Foreclosure Mediation Rules in
10 existence at the time of the mediation states that "a party to the mediation" may file a "petition
11 for judicial review" in district court for "limited purposes." Limited purpose includes a
12 determination of bad faith, the enforcement of an agreement made during the mediation, and the
13 determination of appropriate sanctions.
14

15 **C. Nevada Supreme Court Decisions**

16 On July 7, 2011, the Nevada Supreme Court released decisions in two foreclosure
17 mediation cases; Pasillas v. HSBC Bank, USA, 127 Nev. Adv. Op. 39, 255 P.3d 1281 (Nev.
18 2011) and Leyva v. National Default Servicing Corp., 127 Nev. Adv. Op. 40, 255 P.3d 1275
19 (Nev. 2011). The decisions require strict compliance by lenders to the foreclosure mediation
20 statutes and rules provisions. Violations of the statutes and/or Rules are sanctionable offenses.
21

22 **D. Declaratory Judgment**

23 NRS 30.040(1) states that any person interested under a written contract or other writings
24 constituting a contract, or whose rights, status or other legal relations are affected by a statute or
25 contract may have determined any question of construction or validity arising under the statute,
26 or contract and obtain a declaration of rights, status or other legal relations there under.
27

28 ////

1 **E. Injunctive Relief**

2 NRS 33.010 states that an injunction may be granted if “it shall appear by the complaint
3 that the plaintiff is entitled to the relief demanded, and such relief or any part thereof consists in
4 restraining the commission or continuance of the act complained of, either for a limited period or
5 perpetually” or “... the commission or continuance of some act, during the litigation, would
6 produce great or irreparable injury”
7

8 **F. Supplemental Relief**

9 NRS 30.100 states “further relief based on a declaratory judgment or decree may be
10 granted whenever necessary or proper.”
11

12 **JURISDICTION**

13 NRS 107.086, the Nevada Supreme Court Foreclosure Mediation Rules, and NRS
14 30.040, 33.010 and 33.010 vests this court with jurisdiction over the instant case.

15 **STATEMENT OF FACTS**

16 Petitioner entered into an agreement for the purchase of a home located at 6845 Sweet
17 Pecan St., Las Vegas, NV 89149, on April 21, 2005. See Exhibit “1”. The terms of the
18 Adjustable Rate Note included \$269,000 in principal at 5.625% interest over a term of 30 years
19 with a monthly payment of \$1,260.94 for the first five years. After the first five years, the
20 interest rate adjusts every six months with a capped interest rate of 11.625%. *Id.* The Deed of
21 Trust was originally in First Horizon’s name with MERS as nominee. See Exhibit “2”.
22 Petitioner has lived in the home continuously since the purchase.
23

24 Petitioner works in the tourist industry at the MGM Mirage. She was hit particularly hard
25 by the recession. Petitioner defaulted on her mortgage, after being advised by an employee of
26 First Horizon that she could not obtain a loan modification unless she was behind on payments.
27 Petitioner defaulted and then applied for a loan modification; however, First Horizon ignored all
28

1 of her requests for modification. Eventually a Notice of Default was recorded and upon notice,
2 Petitioner elected to participate in the Nevada Foreclosure Mediation Program believing she
3 would be able to secure an affordable mortgage payment through the mediation program.
4 Instead, Petitioner has been through *three* mediations and is currently in the judicial foreclosure
5 process. During the judicial foreclosure process Defendant provided the original Note with an
6 endorsement clearly different than the endorsement provided at the last mediation, which is the
7 basis of this Petition for Judicial Review. At each foreclosure mediation, different documents
8 have been produced with conflicting entities claiming ownership and authority over the
9 mortgage. Each mediation resulted in essentially the same outcome by different mediators: no
10 proper documentation by beneficiary. Petitioner is filing this Petition for Judicial Review timely
11 to preserve her rights, avoid losing this avenue of relief and to stop future abuses of the Nevada
12 Foreclosure Mediation Program. A short history of the litigation follows.
13

14
15 **Mediation #1: July 19, 2010**

16 A Notice of Breach and Default and of Election to Cause Sale of Real Property Under
17 Deed of Trust was recorded with the Clark County Recorder's Office on March 18, 2010. *See*
18 Exhibit "3". The Notice lists Mortgage Electronic Registration Systems, Inc (hereinafter,
19 "MERS") as Nominee for First Horizon Home Loan Corporation as holder of the obligation. *Id.*

20 Petitioner elected to participate in the Nevada Foreclosure Mediation Program on April
21 13, 2010. *See* Exhibit "4".

22
23 On June 16, 2010, MERS recorded an Assignment of the Deed of Trust with the Clark
24 County Recorder's Office. *See* Exhibit "5". The Assignment was dated and notarized May 24,
25 2010, two months after the recording of the Notice of Default. *Id.* The document assigns "[a]ll
26 beneficial interest under that certain Deed of Trust" to The Bank of New York Mellon from
27 MERS. *Id.*
28

1 The mediation took place on July 17, 2010 with MetLife Home Loans as the servicer of
2 the mortgage. See Exhibit "6" (mediator's statement). The mediator found against MetLife
3 Home Loans for failure to provide the proper documents for the mediation. *Id.*

4 MetLife Home Loans filed a Petition for Judicial Review on August 11, 2010 contesting
5 the mediator's determinations. See Exhibit "7". MetLife Home Loans stated "Counsel for the
6 Petitioners attended the 07/17/2010 Mediation with copies of the documentation pursuant to the
7 documentary requirements of the Nevada Foreclosure Mediation Rules..." *Id* page 3, lines 21 –
8 23. Further, Counsel stated she had the "requisite authority" to "make loss mitigation decisions
9 with full force and effect." *Id* page 4, lines 1-4. After the Petition for Judicial Review hearing,
10 Judge Moseley issued his "Findings of Fact Conclusions of Law and Order" on October 1, 2010,
11 upholding the mediator's findings of a lack of required documents and a lack of authority. See
12 Exhibit "8".
13

14
15 **Mediation #2: December 10, 2010**

16 Quality Loan Servicing recorded a Breach and Election to Sell with the Clark County
17 Recorder's Office on September 20, 2010 (Ten days before Judge Moseley issued his Order on
18 the bank's Petition for Judicial Review). Petitioner elected to participate in the Nevada
19 Foreclosure Mediation program again. A Nevada Foreclosure Mediation was held on December
20 10, 2010, and Met Life Home Loans again appeared as the servicer of the loan.

21 The mediation resulted in the same outcome as the previous mediation; there was a
22 failure to produce documents by the bank and no certification issued.
23

24 Quality Loan Servicing rescinded the Breach and Election to Sell on February 7, 2011.

25 **Mediation #3: October 6, 2011**

26 In late March, 2011 a Breach and Election to Sell was posted on Petitioner's property by Quality
27 Loan Servicing on behalf of Met Life Home Loans who was still the servicer at that time.
28

1 Petitioner timely elected to participate in the Nevada Foreclosure Mediation Program. The
2 mediation was initially scheduled to occur on September 15, 2011, however, counsel for Met
3 Life indicated that the servicing of the loan had been transferred to Nationstar Mortgage LLC.,
4 and requested a continuance. Petitioner's counsel agreed to the continuance and the mediation
5 was held on October 6, 2011. See Exhibit "9".

6
7 At this mediation, Nationstar Mortgage, LLC presented a copy of the Note, but this time
8 Counsel provided a copy of an undated endorsement unlike the version of the note produced at
9 the two prior mediations. See Exhibit "10". The endorsement stated, "Pay to the Order of
10 Nationstar Mortgage LLC." *Id.* Nationstar claimed to be the owner and beneficiary of the Note
11 at mediation.

12 Daniel Marks appeared telephonically on behalf of Nationstar and Attorney Lindsey
13 Bennett-Morales of McCarthy & Holthus appeared in person at mediation, in addition to
14 Petitioner and undersigned counsel, Tara D. Newberry. The mediation resulted in no certificate
15 being issued. The Mediator's Statement cited a failure of the lender to bring the required
16 documents. See Exhibit "11".

17
18 **Judicial Foreclosure: May 4, 2012**

19 On May 4, 2012, the Bank of New York Mellon et. al. (hereinafter "BONY") filed a
20 Verified Complaint for Judicial Foreclosure and Deficiency Judgment of Deed of Trust. See
21 Exhibit "12". Petitioner filed a Motion to Cancel Lis Pendens and Dismiss Complaint arguing a
22 lack of standing. BONY then filed an Amended Complaint which included a copy of an
23 endorsement in blank. See Exhibit "13". BONY subsequently filed a Motion for Summary
24 Judgment See Exhibit "14" and Petitioner filed an Opposition to the Motion for Summary
25 Judgment See Exhibit "15". BONY filed its Reply to Defendant's Opposition to Plaintiff's
26 Motion for Summary Judgment See Exhibit "16" and a hearing was held on the matter. BONY
27
28

1 then brought the original Note to the Summary Judgment hearing with an endorsement in blank.

2 The endorsement in blank produced at the hearing on BONY's motion for Summary
3 Judgment directly contradicts the endorsement to Nationstar Mortgage, LLC produced at the
4 October 6, 2011 mediation.

5 POINTS AND AUTHORITIES

6 Overview of NRS 107.086 and the Rules

7
8 The Nevada Legislature passed Assembly Bill 149 ("AB149") during the 2009 legislative
9 session. It became effective July 1, 2009. The purpose of the law was to give homeowners and
10 lenders the opportunity to resolve a potential foreclosure and to discuss alternatives to
11 foreclosure. The law, codified in NRS 107.086 seeks to "make foreclosure a remedy of last
12 resort." (Hearing on A.B. 149 before the Joint Commerce and Labor Committee, 2009 Leg., 75th
13 Sess., February 11, 2009) (Statement of Barbara Buckley, Speaker of the Nevada Assembly).

14 The Supreme Court has adopted rules outlining mediation procedures and protecting "the
15 mediation process from abuse and to ensure that each party to the mediation acts in good faith."
16 [See NRS 107.086(8)(d)]. These Rules have been revised five times. The program's
17 requirements are found in two sources, the law (NRS 107.080 et. al.) and the Nevada Supreme
18 Court Amended Foreclosure Rules.

19
20 The goal of the statutes and the rules is to bring lenders and borrowers together to review
21 available options for the subject property to avoid foreclosure when possible.

22
23 Rule 21(1) of the Nevada Amended Foreclosure Mediation Rules states that "a party to
24 the mediation" may file a "petition for judicial review" in district court for "limited purposes."
25 Limited purposes determining bad faith, enforcing an agreement made during the mediation, and
26 determining appropriate sanctions.¹

27
28 ¹ The instant mediation was held October 6, 2011 and therefore, subject to Foreclosure Mediation Rules in existence

1 The non-judicial foreclosure process is governed by NRS 107.080. NRS 107.086
2 requires mandatory mediation under certain situations prior to a trustee's exercise of power
3 under NRS 107.080. NRS 107.086 imposes some specific obligations which include but are not
4 limited to:

- 5 1. Requiring the lender to produce the original or certified copies of three
6 documents, the note, the deed of trust, and each and every assignment of the
7 note and deed of trust.
 - 8 a. Additionally, it requires the lender to:
 - 9 i. Bring an appraisal or broker's price opinion.
 - 10 ii. Provide an estimate of the short sale value.
 - 11 iii. Provide the evaluative methodology used to determine whether
12 the homeowner qualifies for a modification.
 - 13 iv. Offer a proposal to resolve the foreclosure.
- 14 2. It imposes a good faith requirement upon the lender. The lender must
15 participate in good faith.
- 16 3. It requires the beneficiary of the note to be physically present and participate
17 in good faith.

18 This section also gives the Court the power to order a loan modification in the manner deemed
19 proper by the Court. Another source of such authority comes from the Nevada Supreme Court
20 Amended Foreclosure Rule 21 which states that an aggrieved party may file a Petition for
21 Judicial Review.

22 The question of whether or not the failure of a lender to fully comply with NRS 107.086
23 and the rules, as well as whether non-compliance was sanctionable, was decided in two Nevada
24 Supreme Court cases. The Court concluded:

25 [T]hat NRS 107.086(4) and (5) and FMR 5(7)(a)² clearly and unambiguously
26 mandate that the beneficiary of the deed of trust or its representative (1) attend the
27 mediation, (2) mediate in good faith, (3) provide the required documents, and (4)
28 have a person present with authority to modify the loan or access to such a person.
Pasillas v. HSBC Bank, USA, 127 Nev. Adv. Op. No. 39, 255 P.3d 1281 (Nev.
2011).

(continued)

at that time (See Order Amending Foreclosure Mediation Rules (ADKT No. 435), dated February 16, 2011,
effective March 1, 2011).

² Refers to the FMR in effect at the time of the Pasillas' mediation; Rule 10 and 11 in the FMR
rules in effect at the time of the mediation.

1 Here, we again conclude that, due to the statute's and the FMRs' mandatory
2 language regarding documents production, a party is considered to have fully
3 complied with statute and the rules only upon production of all documents
4 required. Failure to do so is a sanctionable offense, and the district court is
5 prohibited from allowing the foreclosure process to proceed. Leyva v. National
Default Servicing Corp., 127 Nev. Adv. Op. No. 40, 255 P.3d 1275 (Nev. 2011).

6 The Court determined, "...that NRS 107.086 and the FMRs necessitate strict compliance." *Id.*
7 Although recommending sanctions is within the purview of the mediator, it is the district court
8 which must impose any sanctions. Especially when the discovery of fraudulent documentation is
9 discovered after the mediation. This court has the power to determine the amount of sanctions.

10 **1. The Endorsement Provided at the October 6, 2011 Mediation was Fabricated and**
11 **Shows the Banks Failure to Attend the Mediation in Good Faith.**

12 Foreclosure Mediation Rule 21(1) (hereinafter "FMR"), effective as of the time of this
13 mediation, states that "[a] party to the mediation may file a petition for judicial review with the
14 district court in the county where the notice of default was properly recorded. A hearing shall be
15 held... for the limited purposes of *determining bad faith...and determining appropriate*
16 *sanctions...*" (emphasis added).

17 Here, Nationstar Mortgage, LLC intentionally provided a false endorsement of the Note
18 at the mediation and claimed the Note was a copy of the original in order to deceive Petitioner
19 and Mediator after failing to fulfill the FMP requirements in the previous mediations. This was
20 the third mediation for the same loan and the legal representation was provided by the same law
21 firm at each mediation. Nationstar Mortgage, LLC provided the false endorsement and claimed
22 it was the owner of the Note in order to perpetrate a fraud on the mediator and the Nevada
23 Foreclosure Mediation Program.
24

25 **a. This Petition is Timely Filed**

26 The FMP rules state that a Petition for Judicial Review "shall be filed within 30 days that
27 the party to mediation received the Mediator's Statement." See FMR 21(2). In this case, the
28

1 breach of the rules and the fraud committed against Petitioner was not known until the day of the
2 hearing on the Motion for Summary Judgment. Petitioner was unaware of the documented fraud
3 and bad faith committed by lender and beneficiary. When this issue was brought up by
4 Petitioner, BONY cited FMP Rule 19:

5 All documents and discussions presented during the mediation shall be deemed
6 Confidential and inadmissible in any subsequent actions or proceedings, *except*
7 in an action for judicial review according to these rules. In that case, non-
8 privileged evidence submitted for mediation is discoverable to the extent
9 that it is relevant to a determination of bad faith, enforceability of agreements
made between parties within the Program, including temporary agreements, and
appropriate sanctions pursuant to NRS Chapter 107, as amended. See Exhibit "16".

10 BONY also claimed "[a]ll of this documentation and discussion is confidential and inadmissible
11 because this is not an action for judicial review. As a result, under no circumstances can
12 Defendant statements or arguments concerning mediation be considered here." *Id* page 3, lines 5
13 - 7. BONY argued that the endorsement was provided at mediation, that *everything* at mediation
14 is confidential and, at the same time, argued the proper forum to argue over fraudulent
15 documentation at a mediation is exclusively in an action for Petition for Judicial Review.
16

17 BONY wants to utilize the Nevada Foreclosure Mediation Rules as both a sword and a
18 shield. A sword, in order to provide fraudulent documentation without repercussion, and a
19 shield, to claim that because those documents were provided at the mediation, the documents, no
20 matter how flawed, cannot be questioned later.

21 FMP Rule 11(1), in effect at the time of the mediation, states that parties to the mediation
22 shall exchange documents 10 days prior to the mediation. "These documents, at a minimum
23 shall include the following, outlined in Rules 11.2, 11.3 and 11.4." Rule 11(3)(a) is the rule on
24 mortgage documents, requiring, among other documents, the original or a certified copy of the
25 note and each endorsement. The Defendant provided the note and fraudulent endorsement at the
26 mediation instead of 10 days prior to the mediation, as required by the Rules. The Defendant
27
28

1 then argued that because it did not follow the rules but produced the documents at the mediation,
2 it should be allowed to claim the documents are confidential. The documents required prior to
3 the mediation are not confidential and producing them late doesn't magically make them
4 confidential.

5 Petitioner was unaware of the fraud until the hearing on BONY's Motion for Summary
6 Judgment. It was not possible for Petitioner to file a Petition for Judicial Review within 30 days
7 of the Mediator's Statement because Petitioner was not aware of fraud. However, once
8 Petitioner was shown the true endorsement, Petitioner drafted this Petition for Judicial Review
9 requesting sanctions against Defendant. FMP Rule 21(2) is met because Petitioner is filing this
10 Petition within 30 days of the discovery of the breach of the rules.

11
12 **b. Defendant Should Be Sanctioned for Bad Faith and Fraudulent Documentation**

13 The beneficiary failed to provide Petitioner and the mediator with the statutorily-required
14 documents under NRS 107.086(4) prior to the mediation and when the documents were produced
15 at the mediation, a fraudulent document was provided and as a certified copy of the original Note
16 and endorsement. The failure to provide all of the required documents and providing a
17 counterfeit endorsement must be deemed an intentional violation of NRS 107.086 and the FMP
18 Rules. As this was the third mediation, Nationstar Mortgage, LLC, MetLife Bank, and/or First
19 Horizon knew the rules of mediation, knew what documents were required to be exchanged and
20 brought to the mediation, and knew the documents provided were false/altered reproductions of
21 the real documents.

22
23 “In Pasillas, we held that if a party fails to (1) provide the required documents, or (2)
24 either attend the mediation in person or, if the beneficiary attends through a representative, that
25 person fails to have authority to modify the loan or access to such a person, the district court is
26 required to impose appropriate sanctions.” Leyva v. National Default Servicing Corp., 127 Nev.
27
28

1 Adv. Op. No. 40, 255 P.3d 1275, 1278 (Nev. 2011) (citing Pasillas v. HSBC Bank, USA, 127
2 Nev. Adv. Op. 39, 255 P.3d 1281 (Nev. 2011)).

3 “We interpret NRS 107.086(5) to mean that the commission of any one of these four
4 statutory violations prohibits the program administrator from certifying the foreclosure process
5 to proceed and may also be sanctionable.” Pasillas, 127 Nev. Adv. Op. 39, 255 P.3d at 1286.
6 “The nature of the sanctions imposed on the beneficiary or its representative is within the
7 discretion of the district court.” Pasillas, 127 Nev. Adv. Op. 39, 255 P.3d at 1287.

8
9 When the court is considering factors for sanctions, certain mediation specific factors
10 should be considered. See Pasillas, 127 Nev. Adv. Op. 39, 255 P.3d 128. The list is not
11 nonexhaustive but should include: “whether the violations were intentional, the amount of
12 prejudice to the nonviolating party, and the violating party’s willingness to mitigate any harm by
13 continuing meaningful negotiation.” *Id.*

14
15 The violation of the rules and the attempt to deceive the FMP through the use of a fake
16 endorsement in order to prejudice the mediation were intentional. This was not their first
17 mediation. The use of the counterfeit endorsement gave Nationstar Mortgage, LLC the authority
18 to deny the Petitioner a true opportunity to obtain relief from foreclosure which is the entire
19 purpose of the mediation. Nationstar Mortgage, LLC refused foreclosure relief to Petitioner and
20 later filed a Judicial Foreclosure.

21
22 These are intentional violations of NRS 107.086 and the FMP rules. The use of
23 fraudulent documents to avoid true participation in the Nevada Foreclosure Mediation Program
24 is egregious behavior. These violations are sanctionable and Defendant should be heavily
25 sanctioned. The appropriate amount for sanctions is determined by this Court. Sanctions can be
26 strictly monetary, a loan modification, or whatever the Court determines is a just amount to stop
27 any further abuse of the mediation program.
28

1 CONCLUSION

2 Defendant failed to comply with the NRS 107.086 or the rules governing the Foreclosure
3 Mediation process. The intentional presentment of the fraudulent endorsement is a sanctionable
4 offense. The bad faith introduction of the endorsement is egregious and sanctions should be
5 enforced.

6 WHEREFORE, Petitioners pray that:

- 7
- 8 1. The Court review the record and hold an evidentiary hearing to determine the
9 appropriateness of imposing sanctions pursuant to NRS 107.086;
 - 10 2. The Court find the Lender and Beneficiary provided fraudulent documentation at
11 the mediation;
 - 12 3. The Court find that the Lender and Beneficiary failed to strictly comply with the
13 NRS and FMR;
 - 14 4. The Court issue an injunction staying all other litigation pending the outcome
15 here;
 - 16 5. After review, the Court order Nationstar Mortgage, LLC and the beneficiary to:
17 a. Void all interest, late fees, and ancillary fees accrued and compounded since
18 October 6, 2011;
19 b. Review Petitioner for a loan modification
20 c. Award Petitioner attorney's fees and costs to be imposed on Nationstar
21 Mortgage, LLC³;
- 22
23
24

25 ³ Plaintiffs are entitled to an award of attorney's fees and costs. In Miller v. Wilfong, 121 Nev. 619, 622, 119 P.3d
26 727, 729 (Nev., 2005), the Supreme Court of Nevada held that, "... awards of attorney's fees to pro bono counsel
27 are proper, provided a legal basis exists and proper factors are applied in making the award." The proper factors to
28 be applied are the qualities of the advocate, the character and difficulty of the work performed, the work actually
performed by the attorney, and the result obtained. Id. at 623, 730 (*Citing Brunzell v. Golden Gate National Bank*,
85 Nev. 345, 455 P.2d 31 (Nev., 1969)).

In addition to Miller, ample authority exists to support this request for attorney's fees. 121 Nev. at 622. A
non-profit, private legal services organization which represents person who would otherwise receive no legal

1 d. Issue sanctions against the Lender and Beneficiary appropriately to ensure the
2 presentation of fraudulent documents is not an acceptable practice for lenders
3 and beneficiaries.

4 DATED this _18th_ day of _July_, 2013.

5 Respectfully Submitted by:

6 **CONNAGHAN|NEWBERRY LAW FIRM**

7
8 /s/ Tara D. Newberry
9 TARA D. NEWBERRY, ESQ.
10 Nevada Bar No. 10696
11 7854 W. Sahara Ave.
12 Las Vegas, Nevada 89117
13 Attorney for Petitioner

14
15 **LEGAL AID CENTER OF**
16 **SOUTHERN NEVADA, INC.**

17 /s/ Venicia G. Considine
18 VENICIA G. CONSIDINE, ESQ.
19 Nevada Bar No: 11544
20 **LEGAL AID CENTER OF**
21 **SOUTHERN NEVADA, INC.**
22 725 E. Charleston Blvd.
23 Las Vegas, NV 89104

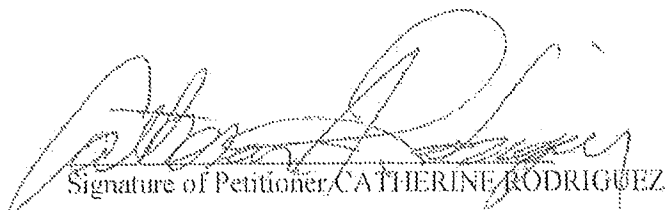
24 (continued)

25 assistance can receive an award of attorney's fees in a civil rights class action where, although the organization is
26 funded to a substantial extent from public funds, it exercises independent judgment in performing its legal
27 function. Palmer v. Columbia Gas of Ohio, Inc., 375 F.Supp. 634 (N.D. Ohio 1974). Attorney's fees are routinely
28 awarded to legal services, *pro bono*, or other nonprofit legal organizations every day. See, e.g., Blum v. Stenson,
465 U.S. 886, 104 S.Ct. 1541, 79 L.Ed.2d 891 (1984); Washington v. Seattle School Dist. No. 1, 458 U.S. 457, 102
S.Ct. 3187, 73 L.Ed.2d 896 (1982); Dennis v. Chang, 611 F.2d 1302 (9th Cir. 1980); Holley v. Lavine, 605 F.2d 638
(2nd Cir. 1979). It is well settled that attorney's fees under 42 U.S.C. § 1988 are not barred merely because counsel
"is a legal services organization providing free legal representation." Dennis, supra, 611 F.2d at 1304. Accord:
Blum, supra, 465 U.S. at 894, 104 S.Ct. at 1547. See also: Washington, 458 U.S. at 488 n. 31, 102 S.Ct. at 3204 n.
31 (courts "have held with substantial unanimity that publicly funded legal services organizations may be awarded
fees").

VERIFICATION

I, CATHERINE RODRIGUEZ, am the Petitioner in the above-entitled action; that I have read the foregoing document and am competent to testify that the contents are true of my own knowledge except for those matters stated therein on information and belief; and, as to those matters, I believe them to be true.

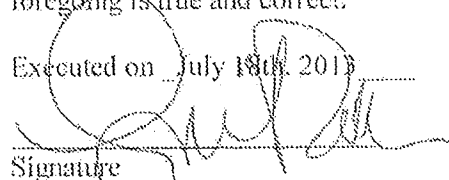
7/19/13
Date


Signature of Petitioner CATHERINE RODRIGUEZ

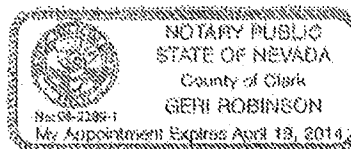
Pursuant to NRS 53.045:

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

Executed on July 18th, 2013


Signature

Geni Robinson
Print Name



CERTIFICATE OF SERVICE BY MAILING

On July 19, 2013 I served the foregoing documents described as **VERIFIED PETITION FOR JUDICIAL REVIEW**, on the following individuals by depositing true and correct copies thereof with postage prepaid, in the United States mail at Las Vegas, Nevada, addressed as follows:

Lindsey Bennett Morales, Esq.
c/o McCarthy Holthus
9510 W. Sahara Avenue Suite 110
Las Vegas, NV 89117

Certified Mail

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

Certified Mail

Foreclosure Mediation Program
Attn: Program Administrator
200 Lewis Avenue, 17th Floor
Las Vegas, NV 89101

Certified Mail

MeiLife Home Loans
4000 Horizon Way
Irving, TX 75063

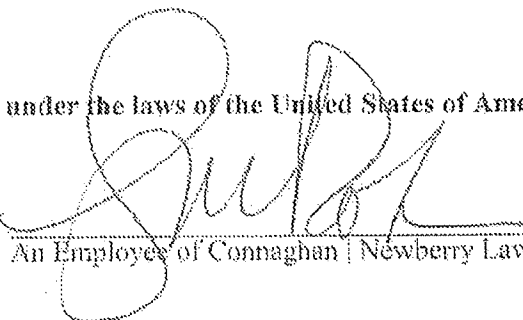
Certified Mail

NationStar Mortgage LLC.
350 Highland Drive
Lewisville, TX 75067

Certified Mail

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

By:



An Employee of Connaghan | Newberry Law Firm

SOLA
Venicia Considine, Esq.
Nevada Bar No. 11544
**LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.**
725 E. Charleston Blvd.
Las Vegas, NV 89104
Telephone: (702) 386-1070 x 1452
Facsimile: (702) 388-1642

Attorney for Plaintiff, Catherine Rodriguez

**DISTRICT COURT
CLARK COUNTY, NEVADA**

CATHERINE RODRIGUEZ,

Plaintiff,

vs.

THE BANK OF NEW YORK MELLON F/K/A THE BANK OF
NEW YORK AS TRUSTEE FOR THE HOLDERS OF THE
CERTIFICATES, FIRST HORIZON MORTGAGE
PASS-THROUGH CERTIFICATES SERIES FHAMS
2005-AAS, BY FIRST HORIZON HOME LOANS, A DIVISION
OF FIRST TENNESSEE BANK NATIONAL MASTER
SERVICER, IN ITS CAPACITY AS AGENT FOR THE
TRUSTEE UNDER THE POOLING AND SERVICING
AGREEMENT,

Defendants.

Case No.

Dept. No.

**STATEMENT OF LEGAL AID
REPRESENTATION
(PURSUANT TO NRS 12.015)**

Party Filing Statement: ☒ Plaintiff/Petitioner ☐ Defendant/Respondent

STATEMENT

CATHERINE RODRIGUEZ, has qualified and been accepted for placement as Pro Bono clients or as direct client of **LEGAL AID CENTER OF SOUTHERN NEVADA, INC.**, a nonprofit organization providing free legal assistance to indigents, and is entitled to pursue or defend this action without costs, including filing fees and fees for service of writ, process, pleading or paper without charge, as set forth in NRS 12.015.

Dated: July 18, 2013

VENICIA CONSIDINE, ESQ.

Printed Name of Legal Aid Center of S.N., Preparer
Nevada Bar No.: 11544

/s/ Venicia Considine, Esq.

Signature of Legal Aid Center of S.N. Preparer

Submitted by:
**LEGAL AID CENTER OF
SOUTHERN NEVADA, INC.**
725 East Charleston Blvd.
Las Vegas, Nevada 89101
Phone: (702) 386-1070

Exhibit 1

Exhibit 1

REDACTED

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

April 21st, 2005

HENDERSON

NEVADA

[Date]

[City]

[State]

6845 SWEET PECAN STREET, LAS VEGAS, Nevada 89149
[Property Address]

I hereby certify that this is a true and exact copy of the original. Old Republic Title

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$
"Principal", plus interest, to the order of Lender. Lender is
FIRST HORIZON HOME LOAN CORPORATION.

269,000.00 by ad (this amount is called

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.625%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on June 1st, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1st, 2035, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 809
MEMPHIS, TN 38101

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S.\$ 1,260.94. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

BSRN 0210

Form 3820 1/01

VMP MORTGAGE FORMS - (600)521-7201

Page 1 of 4

Initials: CAL



REDACTED

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of May, 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.625 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO & 00/100 percentage point(s) (2.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 11.625 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

REDACTED

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

REDACTED

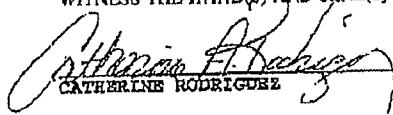
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


CATHERINE RODRIGUEZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

REDACTED

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE NOTE

THIS ADDENDUM is made this 21st day of April, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to FIRST HORIZON HOME LOAN CORPORATION (the "Lender").

THIS ADDENDUM supercedes Section 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on June 1st, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on May 1st, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my payments at PO BOX 809, MEMPHIS, TN 38101, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,260.94. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During this Interest Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest on the lower principal balance. At the end of the Interest Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest Only Period, my payment amount will not be reduced due to voluntary prepayments.

REDACTED

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

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

 04-22-05
CATHERINE RODRIGUEZ

Date

Date

Date

Date

Date

Date

Date

Date

Exhibit 2

Exhibit 2

20050427-0003843

Assessor's Parcel Number:
County: 125-20-212-037 City:
Return To:
FBI/C - POST CLOSING MAIL ROOM

1555 W. WALNUT HILL LN. #200 MC 6712
IRVING, TX 75038
Prepared By: FIRST HORIZON HOME LOAN CORPORATION

7375 PRAIRIE FALCON DR STE 120
LAS VEGAS, NV 89128
Receding Requested By:
FIRST HORIZON HOME LOAN CORPORATION
4000 HORIZON WAY
IRVING, TX 75063

Fee: \$36.00
N/C Fee: \$0.00

04/27/2005 14:01:32
T2005077114

Requestor:
OLD REPUBLIC TITLE COMPANY OF NEVADA

Frances Deane ARO
Clark County Recorder Pas: 23

5116003582644
[Space Above This Line For Recording Data]

DEED OF TRUST
MIN

REDACTED

100085200533345205

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 21st, 2005 together with all Riders to this document.

(B) "Borrower" is
CATHERINE RODRIGUEZ, An Unmarried Woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIRST HORIZON HOME LOAN CORPORATION

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF KANSAS

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

Form 3029 1/01

6A(NV) (0307)

Page 1 of 15

VMP Mortgage Solutions (800)521-7291

Initials: CAE



Lender's address is 4000 Horizon Way, Irving, Texas 75063

(D) "Trustee" is OLD REPUBLIC TITLE

140 N. STEPHANIE ST., HENDERSON, NV 89074

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

(F) "Note" means the promissory note signed by Borrower and dated April 21st, 2005
The Note states that Borrower owes Lender

TWO HUNDRED SIXTY NINE THOUSAND & 00/100 Dollars
(U.S. \$ 269,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2035

(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 checked="" 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 time

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6A(NV) (0307)

Page 2 of 15

Initials: *JAR*

Form 3029 1/01

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]

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: County: 125-20-212-037 City: _____ which currently has the address of _____
6845 SWEET PECAN STREET _____ [Street]
LAS VEGAS _____ [City], Nevada 89149 _____ [Zip Code]
("Property Address"):

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

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

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UMP-6A(NV) (0307)

Page 3 of 15

Initials: CAR

Form 3029 1/01

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 repair 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) in 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 makes 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 repair 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

Initials: GAH

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

Initials: CAR

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 rehearse 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. \$ Varies per investor

REDACTED
UP-6A(NY) (0307)

Page 13 of 15

Initials *MAE*

Form 3029 1/01

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:

Catherine Rodriguez (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

REDACTED

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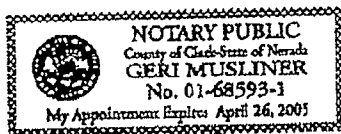
Page 14 of 15

Form 3029 1/01

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on April 22, 2005 by

CATHERINE RODRIGUEZ




Geri Musliner

Mail Tax Statements To: TOTAL MORTGAGE SOLUTIONS, LP
1555 W. WALNUT HILL LANE, SUITE 200A
IRVING, TX 75038

REDACTED

6A(NV) (0307)

Page 15 of 15

Initials 

Form 3029 1/01

Order No. : 5116003581-GM

EXHIBIT "A"

The land referred to is situated in the State of Nevada, County of Clark,
City of Las Vegas, and is described as follows:

Lot 37 in Block 3 of Concordia @ Deer Springs Unit 3, as shown by map
thereof on file in Book 112 of Plats, Page 28, in the Office of the County
Recorder, Clark County, Nevada.

Exhibit 3

Exhibit 3

Assessors Parcel No(s): 125-20-212-037
Recording requested by:

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

Inst #: 201003180003719
Fees: \$66.00
N/C Fee: \$26.00
03/18/2010 02:48:05 PM
Receipt #: 276208
Requestor:
UTLS DEFAULT SERVICES
Recorded By: SUO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

TS# NV-10-351356-NF

Space above this line for recorders use only
Order # 80240344

Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. 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 4/21/2005, executed by CATHERINE RODRIGUEZ, AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST HORIZON HOME LOAN CORPORATION, as beneficiary, recorded 4/27/2005, as Instrument No. 20050427-0003843, in Book XXX, Page XXX of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$269,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 12/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount is no less than \$7,424.96 as of 3/17/2010 and will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered a written Declaration of Default and Demand for Sale 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.

EXHIBIT "1"

TS: No.: NV-10-351356-NF
Notice of Default
Page 3

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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:

MetLife Home Loans a division of MetLife Bank NA
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact:

MetLife Home Loans a division of MetLife Bank NA
Contact: SHANTELL WILLIAMS
Department: Loss Mitigation Department
Phone: 214-441-6013

Contact: DEWANNA RICHARD
Department: Loss Mitigation Department
Phone: 214-441-7516

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at (800) 569-4287 or you can go to The Department of Housing and Urban Development (HUD) web site at www.hud.gov/offices/hsg/sfh/hcc/hcs.com.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.

Dated: 3/17/2010

Quality Loan Service Corp., AS AGENT FOR
BENEFICIARY
BY: UTLS Default Services fka Land America
Default Services

By: 

Ericka Larson, Authorized Signature

State of CA)
County of Orange) ss.

On 3/18/10 before me, Dana Rosas a notary public,
personally appeared Ericka Larson, 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.

(Seal)



THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your
credit record may be submitted to a credit report agency if you fail to fulfill the terms of your
credit obligations.



Exhibit 4

Exhibit 4

tnewberry@deanerlaw.com

Loan # 0053834520

Deaner & Newberry

Tara Newberry
702-382-6911 (6)

720 South Fourth St. Suite 300
Las Vegas, NV 89101

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

ELECTION/WAIVER OF MEDIATION FORM

(To be filled out by Trustee)

ASSESSOR PARCEL NUMBER (APN) 125-20-212-037
PROPERTY ADDRESS 6845 SWEET PECAN STREET
LAS VEGAS, NV 89149
TRUSTEE Quality Loan Service Corp. DoT 4/27/2005

TS # NV-10-351350-NE

Book/Inst XXX 20050427-0003843

ATTENTION—YOU MUST ACT WITHIN THIRTY (30) DAYS
IF NO ACTION IS TAKEN, THE FORECLOSURE MAY PROCEED

You have been served with a Notice of Default and Election to sell, a copy of which is enclosed, that could result in the loss of your home. You may want to consult with an attorney concerning your rights and responsibilities.

The State of Nevada has created a mediation program for homeowners whose owner-occupied, primary residence is subject to foreclosure. Mediation is a process through which you and the lender meet with a neutral mediator to determine whether an agreement can be reached to cure any defaults in the loan or modify the terms of the loan to enable you to remain in your home. The mediator will be appointed by the Foreclosure Mediation Program Administrator. The mediator will not provide legal advice to either party. If you feel the need for legal representation, it is recommended that you retain an attorney to assist you in the mediation. [Use additional paper if needed]

Property Owner's Name: CATHERINE RODRIGUEZ Co-owner's Name: _____
Mailing Address: 6845 Sweet Pecan Street Mailing Address: _____
Las Vegas, NV 89149
Phone No: (702) 456-8228 (telephone) Phone No: () (telephone)
702 378-2838 (cellular) () (cellular)
Email: _____ Email: _____

PLEASE SELECT ONE OF THE CHOICES BELOW AND RETURN COPIES IN ENCLOSED ENVELOPES.

☒ ELECTION OF MEDIATION The undersigned hereby request[s] that mediation be scheduled to attempt to work out a resolution of the loan. (\$200.00 Money Order or Cashier's Check Applies—See Below)

Do you have an open Bankruptcy proceeding? If so, Date filed? Discharged - 12-01-08
case # 08-15209

☐ WAIVER OF MEDIATION The undersigned is/are aware of the right to seek mediation but have determined that I/we do not want to proceed with a mediation and hereby waive the right to do so.

The undersigned hereby certify under the penalty of perjury that I/we are the owner[s] of the real property that is the subject of the pending foreclosure and occupy the real property as my/our primary residence.

Signature of Property Owner: [Signature] Date: 04-13-08
Signature of Co-Owner: N/A Date: _____

COMPLETE TWO COPIES OF THIS FORM AND FORWARD ONE TO THE MEDIATION ADMINISTRATOR AND THE OTHER TO THE TRUSTEE OF THE DEED OF TRUST. TWO UNSTAMPED, PRE-ADDRESSED ENVELOPES HAVE BEEN ENCLOSED.

IF YOU HAVE CHOSEN TO SEEK MEDIATION, YOU MUST SEND A MONEY ORDER OR CASHIER'S CHECK IN THE SUM OF \$200 PAYABLE TO: "STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM." THIS PAYMENT MUST BE RETURNED TO THE ADMINISTRATOR WITHIN 30 DAYS OF THE DATE THE NOTICE OF DEFAULT AND ELECTION TO SELL WAS MAILED TO YOU.

PAYMENT MUST BE SENT TO THE ADMINISTRATOR IN THE ENVELOPE THAT WAS ENCLOSED WITH THIS FORM.

Exhibit 5

Exhibit 5

APN: 125-20-212-037

Recording requested by:

When recorded mail to:

MetLife Home Loans a division of MetLife
Bank NA
4000 Horizon Way
Foreclosure Dept. #6205
Irving, TX 75063

Inst #: 201006160002631

Fees: \$15.00

N/C Fee: \$25.00

06/16/2010 12:24:11 PM

Receipt #: 390718

Requestor:

UTLS DEFAULT SERVICES

Recorded By: DXI Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for recorders use

APN: 125-20-212-037

TS # NV-10-351358-NF

Order # 30240344

Investor No. 5020021417

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to

The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the holders of the Certificates, First Horizon Mortgage Pass-Through Certificates Series FHAMS 2005-AA5, by First Horizon Home Loans, a division of First Tennessee Bank National Association, Master Servicer, in its capacity as agent for the Trustee under the Pooling and Servicing Agreement

All beneficial interest under that certain Deed of Trust dated 4/21/2005 executed by CATHERINE RODRIGUEZ, AN UNMARRIED WOMAN, as Trustor(s) to OLD REPUBLIC TITLE, as Trustee and recorded as Instrument No. 20050427-0003843, on 4/27/2005, in Book XXX, Page XXX of Official Records, in the office of the County Recorder of CLARK County, NV together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

NV-10-351356-NF
Page 2

Dated: 5-24-2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. AS NOMINEE FOR FIRST HORIZON HOME LOAN
CORPORATION

By: 

Wanda Collier
Assistant Secretary

State of Texas

County of Dallas

On 5-24-10 before me, Sherian Hopkins the undersigned Notary Public, personally appeared Wanda Collier personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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.

WITNESS my hand and official seal

Signature 

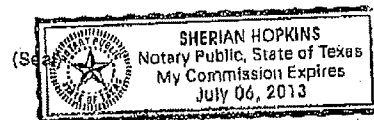


Exhibit 6

Exhibit 6

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

MEDIATOR'S STATEMENT

Assessor Parcel Number (APN) 125-20-212-037

Property Owner Catherine A. Rodriguez Beneficiary MetLife Home Loans

Property Address 6845 Sweet Pecan St. TS# NV-10-351356-NF
Las Vegas, NV 89149

Trustee Quality Loan Service Corp DoT Book/Inst. _____

A Foreclosure Mediation conference was held on July 19, 2010

The Mediator files the following report of the proceedings:

_____ The parties resolved this matter. No further action is required.

_____ The parties participated but were unable to agree to a loan modification or make other arrangements.

_____ The beneficiary or his representative failed to attend the mediation. No further action is required.

_____ The beneficiary or his representative failed to participate in good faith. No further action is required. Please explain: _____

X _____ The beneficiary failed to bring to the mediation each document required. No further action is required. Beneficiary did not bring appraisal or BPO

X _____ The beneficiary did not have the required authority or access to a person with the required authority. No further action is required. See attached Addendum

_____ The Grantor or person who holds the title of record (homeowner) failed to attend the mediation.

_____ The Grantor or person who holds the title of record (homeowner) failed to participate in good faith. Please explain: _____

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

_____ The Grantor or person who holds the title of record (homeowner) failed to bring to the mediation each document required.

Other _____

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is a true and accurate report of the proceedings as required by NRS Chapter 107.

DATED this 20th day of July, 2010.

Saur J Ben
MEDIATOR

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing Mediator's Statement on the 20th day of July, 2010, by placing true and correct copies thereof in the U. S. mail, postage prepaid, addressed to the following:

metLife Home Loans
4000 Horizon Way
Irving TX 75063

Tara Newberry
Deaner, Deaner Scann Malan + Lauer
Attorney for Homeowner
tnewberry@deanerlaw.com

Catherine A. Rodriguez
Homeowner
6845 Sweet Pecan St.
Las Vegas, 89149

Kali Fox Miller, Esq.
McCarthy + Holthus LLP
Representative for Beneficiary of deed of Trust
Kfmiller@mccarthyholthus.com

By: Saur J Ben
MEDIATOR

APN No: 125-20-212-037
Property Owner: Catherine A. Rodriguez
Property Address: 6845 Sweet Pecan Street, Las Vegas, NV 89149
Beneficiary: MetLife Home Loans
TS#: NV-I--351356-NF
Date of Mediation: July 19, 2010

ADDENDUM TO MEDIATOR'S STATEMENT

It is my opinion that the beneficiary's representative did not have the required authority or access to a person with the required authority "to negotiate and modify the loan secured by the deed of trust" as required by FMP Rule 5(8)(a). The representative was severely limited in the modification terms which she could offer and did not have authority to negotiate a legitimate, good faith modification proposal. The representative offered a traditional modification which consisted of a temporary interest rate reduction, which would have reduced the homeowner's monthly payment by approximately \$150.00 per month from \$1547.00 to approximately \$1403.00 per month. The homeowner and her counsel indicated the homeowner did not have the means to comply with the terms of this proposed modification, as was clear from the financials submitted. The representative indicated the beneficiary was not a participant in the Federal HAMP Program and that the representative was limited in terms of the modifications she could offer by the beneficiary's pulling and servicing agreement. The beneficiary's representative stated that there is no person with authority to negotiate terms that are outside the scope of the beneficiary's pulling and servicing agreement. It is therefore my opinion that the representative did not have proper authority to participate in good faith modification negotiations of the loan given the rigid, inflexible guidelines to which the representative was bound.

Exhibit 7

Exhibit 7

RECEIVED
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BY: _____



CLERK OF THE COURT

Kristin A. Schuler-Hintz, Esq., Nevada SBN 7171
Seth J. Adams, Esq., Nevada SBN 11034
Kali Fox Miller, Esq., Nevada SBN 11656
McCarthy & Holthus, LLP
9510 W. Sahara, Suite 110
Las Vegas, NV 89117
Phone (702) 685-0329 x 2015
Fax (866) 339-5691
kfmiller@mccarthyholthus.com

Attorneys for Petitioners MetLife Home Loans a division of MetLife Bank NA as subservicer for The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the holders of the Certificates, First Horizon Mortgage Pass-Through Certificates Series FHAMS 2005-AA5, by First Horizon Home Loans, a division of First Tennessee Bank National Association, Master Servicer, in its capacity as agent for the Trustee under the Pooling and Servicing Agreement

IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

METLIFE HOME LOANS

Petitioners,

v.

CATHERINE A. RODRIGUEZ;
SARAH J. BEAN, ESQ.

Respondent.

) Case No. A - 10 - 622878 - J

) Dept. No. XIV

) PETITION FOR JUDICIAL REVIEW
) PURSUANT TO AB 149

VERIFIED PETITION FOR JUDICIAL REVIEW

Petitioners, METLIFE HOME LOANS A DIVISION OF METLIFE BANK NA AS
SUBSERVICER FOR THE BANK OF NEW YORK MELLON F/K/A THE BANK OF
NEW YORK, TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST
HORIZON MORTGAGE PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-

1 AA5, BY FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE
2 BANK NATIONAL ASSOCIATION, MASTER SERVICER, IN ITS CAPACITY AS
3 AGENT FOR THE TRUSTEE UNDER THE POOLING AND SERVICING
4 AGREEMENT ("Petitioner"), by and through its counsel, Kali Fox Miller of McCarthy &
5 Holthus, LLP, petitions this Court, pursuant to NRS 107 as amended by AB 149 (2009),
6 inclusive, for review of the mediation conducted pursuant to NRS 107, as amended by AB 149
7 (2009), and Nevada Supreme Court Foreclosure Mediation Rule 5 for a determination of Good
8 Faith participation, compliance with the Mediation Rules and an Order granting Petitioners right
9 to receive a foreclosure mediation certificate.
10

11
12 **I.**
13 **JURISDICTION**

14 1. NRS 107, as amended by AB 149 (2009), Nevada Supreme Court Foreclosure
15 Mediation Rule 5(7)(f), NRS 30.040 and NRS 33.010 vests this Court with sole jurisdiction over
16 the determination of mediation proceedings.

17 **II.**
18 **PARTIES**

19 2. Petitioner is the Beneficiary of a Deed of Trust on owner-occupied residential
20 property commonly-known as 6845 Sweet Pecan Street, Las Vegas, NV 89149, APN 125-20-
21 212-037.
22

23 **III.**
24 **STATEMENT OF FACTS**

25 3. Petitioner caused to be recorded a Notice of Default on 03/18/2010 due to a
26 default in the monthly payment obligations due and owing beginning with the 12/01/2009
27 payment. (A true and correct copy of the Notice of Breach and Default is attached as Exhibit 1).
28
29

1 4. On 03/26/2010, the Petitioners' Foreclosure Trustee Quality Loan Service Corporation
2 ("Trustee") mailed an Election/Waiver of Mediation forms, the Foreclosure Mediation
3 Frequently Asked Questions, an addressed envelope, and a copy of the Notice of Default to Ms.
4 Catherine Rodriguez ("Borrower").
5

6 5. The Trustee received an Election to Mediate from the Borrower's Attorney, Ms.
7 Tara Newberry, Esq., indicating that Respondent elected to mediate on or about 04/13/2010
8 within the 30-day window provided by Rule 5, subsection 5(a) of the Amended Foreclosure
9 Mediation Rules ("Rules"). (A true and correct copy of the Mediator's Statement is attached as
10 Exhibit 2).
11

12 6. On or about 06/29/2010, the Foreclosure Mediation Program Administration
13 assigned the file to Sarah J. Bean, Esq. ("Mediator") who set the mediation for 07/17/2010 and
14 mailed the notice to appear. (A true and correct copy of the Notice to Appear is attached as
15 Exhibit 3).
16

17 7. Borrower and her Attorney appeared at the scheduled mediation.

18 8. Petitioner was represented during the mediation by undersigned counsel, Kali Fox
19 Miller, Esq. of McCarthy & Holthus, LLP ("Counsel").
20

21 9. Counsel for the Petitioners attended the 07/17/2010 Mediation with copies of the
22 documentation pursuant to the documentary requirements of the Nevada Foreclosure Mediation
23 Rules, namely: 1) Certified copies of the Note, Deed of Trust, and Assignment to Petitioner, 2) a
24 Mediation Brief containing a proposed short sale list price and other proposals, 3) an Evaluative
25 Methodology, 4) and a valuation.
26
27
28
29

1 10. Additionally, Counsel for the Petitioners represented that she had the requisite
2 authority on behalf of the named Petitioner to participate in the mediation program and make
3 loss mitigation decisions with full force and effect.

4 11. The mediation was conducted at the office of Borrowers Attorney, Ms. Newberry,
5 and the parties were unable to reach an agreement during the mediation. The parties were present
6 at 8:00 am and the mediation concluded at approximately 10:30 am, a total of two and a half
7 hours.
8

9 12. The Mediator did not provide a copy of the Mediator's Statement at the
10 mediation.
11

12 13. On or about 07/20/2010, the Mediator signed and mailed her Mediator's
13 Statement to Petitioners' Counsel indicating that "The beneficiary failed to bring to the
14 mediation each document required. No further action is required. Beneficiary did not bring
15 appraisal or BPO" and "The beneficiary's representative did not have the required authority or
16 access to a person with the required authority 'to negotiate and modify the loan secured by the
17 deed of trust' as required by FMP Rule 5(8)(a)...there is no person with authority to negotiate
18 terms that are outside the scope of the beneficiary's *pulling and servicing agreement*[sic]...It is
19 therefore my opinion that the representative did not have proper authority to participate in good
20 faith modification negotiation..."
21
22

23 14. Counsel for Petitioners is unable to determine, and accordingly seeks a
24 determination by the Court, as to Petitioner's ability to receive a mediation certificate given the
25 statements by the Mediator. Petitioner has filed this petition for Judicial Review to preserve its
26 rights.
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IV.
CLAIM FOR RELIEF

A. Petitioners Satisfied the Foreclosure Mediation Requirements for information

15. Petitioner hereby incorporates by reference the allegations of paragraphs number 1 through 14 as though fully set forth herein.

16. Rule 8, subsections (1) through (7), of the Amended Foreclosure Mediation Rules memorialize the documents the beneficiary must present at a Foreclosure Mediation, namely a Document Certification, a Certified Copy (or Original) of the Deed of Trust, Promissory Note and "each assignment." Additionally, Rule 8(3) provides additional requirements such as an appraisal, estimate of the short sale value the beneficiary may be willing to consider, a nonbinding proposal for resolving the foreclosure and the evaluative methodology used by the beneficiary.

17. In the instant case, the Petitioner satisfied the documentary requirements by providing a document certification dated 07/01/2010 attesting to the Possession of the copies of the Promissory Note, Deed of Trust, and Assignment, a valuation, a Mediation Brief (which included a proposed short sale value), and the Evaluative Methodology utilized by the Petitioners in attempting to resolve the foreclosure.

18. AB 149 does not provide a requirement for the valuation of the property for the mediations.

19. However, the Mediation Rules designated by the Supreme Court of Nevada on 04/13/2010 specify that the beneficiary "shall produce an appraisal done no more than 60 days before the commencement date of the mediation with respect to the real property that is the subject of the notice of default and shall prepare an estimate of the 'short sale' value of the

1 residence that it may be willing to consider as a part of the negotiation if the loan modification is
2 not agreed upon." Rule 8(3).

3 20. Under NRS 645C.030, an Appraisal means "an analysis, opinion or conclusion,
4 whether written or oral, relating to the nature, quality, value or use of a specified interest in, or
5 aspect of, identified real estate for or with the expectation of receiving compensation."

6
7 21. Here, Counsel provided the Borrower with a document valuation and an oral
8 concrete amount the beneficiary was willing to accept during the mediation as a short sale value.

9
10 22. Counsel is at a loss as to just what was not gained by the Borrower by not
11 receiving a document which guesses at a value as opposed to the actual value itself and how it
12 might have had any bearing upon the mediation, when the short sale value was not the reason the
13 parties failed to reach an agreement.

14
15 23. A lengthily portion of the discussions during mediation was the likelihood that the
16 Borrower could retain the property through a modification; however Borrower did not want to
17 pay an amount contractually due.

18
19 24. Borrower only wanted to retain the property if the loan amount and arrears
20 magically dissipated via principle reduction or were hidden in principle forbearance. Borrower
21 was not willing to pay a monthly payment representative of the balance owed or their ability to
22 pay.

23 25. Despite the lack of intent on behalf of the Borrower to repay the debt to retain the
24 property, the Mediator's Statement is silent as to the Borrowers intentions for retaining the
25 property.

26
27 26. The Borrower herself did not submit financials until 07/15/2010 at 3:13 pm, three
28 days before mediation, one business day before the weekend.

1 27. As opposed to the appraisal, which is only necessary if the property is listed for
2 short sale and only gives an estimation of what the beneficiary is willing to consider, the
3 documents which are essential to mediation are the financials. (Only without the financials is
4 mediation unable to determine if alternative to foreclosure can be extended to the Borrowers
5 prior to the mediation.)
6

7 28. It was the Borrowers strategic decision to not reach an agreement in an effort to
8 maximize the time in the property without paying the contractual obligation.
9

10 29. The mediation was not halted by the Beneficiary's failure to provide an Appraisal
11 or BPO. In the end it was irrelevant.

12 30. Furthermore, as evidenced by the date the Notice to Appear, 06/29/2010, and the
13 date of the actual mediation, 07/19/2010, the beneficiary only had 12 business days, to receive
14 the Notice to Appear, provide all of the documentary requirements of the program, and offer
15 options to modify the loan.
16

17 31. The Mediator seeks to circumvent the true intention of the program which is to
18 bring both parties together to discuss alternatives to foreclosure and reach an agreement based on
19 the totality of all options available.
20

21 32. Counsel spent over two hours explaining modification and non-retention options,
22 scrutinizing and getting clarification on the incomplete financials provided during mediation, and
23 showing compliance with the documentary requirements.
24

25 33. This should be indicative of a person with the kind of experience and authority which
26 the program seeks. Counsel is at a loss as to just what was not gained by the Borrower by not
27 receiving a piece of paper which would have served no purpose.
28
29

1 34. Petitioner appeals the finding by the Mediator that they failed to bring each
2 document required as the rule was fully complied with.
3

4
5 **B. Petitioners were at all times in good faith in their negotiations**

6
7 35. Counsel for Petitioner was at all times a person with requisite authority to
8 *negotiate* a loan modification during the mediation. This was proven by the several offers made
9 during mediation which were rejected by the Borrower.

10 36. The Mediator would have us believe that the program entitles she and her fellow
11 mediators to force Petitioners' into contractual agreements that go against their own best
12 interests.
13

14 37. No where in AB 149 or the rules adopted thereunder is the Mediator granted the
15 authority to require the Petitioner to override their own judgment because in the opinion of the
16 Mediator their offers are not good enough. The only determination the mediator is permitted to
17 make is whether or not the attending representative had the requisite authority, as discussed
18 above.
19

20 38. Authority to modify the loan was present as show by the attached Trial Period
21 Modification which capitalized over twelve thousand dollars in missed payments, dropped the
22 interest rate to 2% for five years, and extended the term was rejected by the Borrower. (A true
23 and correct copy of the Loan Modification offered is attached as Exhibit 4).
24

25 39. The Mediator seeks to circumvent the fact that the Borrower rejected the Trail
26 Period Modification.
27

28 40. The Mediator seeks to circumvent the fact that non-retention alternatives were
29 proposed during the mediation, namely a short-sale and a deed-in-lieu (of foreclosure).

41. The Mediator seeks to circumvent the fact that Borrower rejected the non-retention alternatives.

42. The Mediator's Statement, as a whole, contains irrelevant, immaterial, and unsupported allegations regarding the PSA and how the Servicer did not have "proper authority" because they would not magically extinguish the obligation of a borrower to repay the contractual obligation.

43. Petitioner appeals the finding by the Mediator that they did not have the requisite authority to negotiate the loan.

CONCLUSION

44. Petitioners provided documented and oral valuations of the property and refute the finding that they did not provide an appraisal.

45. Petitioners refute that the Mediators opinion of the offers made during mediation has any bearing on the authority to reach an agreement.

46. This petition was filed to preserve Petitioners' rights and remedies under the law as undersigned Counsel is unable to ensure that the program administration will issue a certificate.

///

111

111

///

1 47. WHEREFORE, for the above reasons, Petitioner respectfully request that the
2 Court determine that Petitioner participated in Good Faith and met the documentation
3 requirements as imposed by the Amended Foreclosure Mediation Rules in effect. Petitioner
4 respectfully requests an Order of the Court that Petitioner be able to receive a Mediation
5 Certificate from the Foreclosure Mediation Program Administration.
6

7
8
9 Dated: August 11, 2010

McCarthy & Holthus, LLP

10
11
12
13 By: /s/ Kali Fox Miller

14 Kali Fox Miller, Esq.
15 Attorney for Petitioners
16 9510 W. Sahara, Suite 110
17 Las Vegas, NV 89117
18 (702) 685-0329
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VERIFICATION

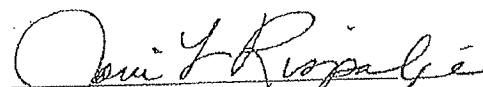
I, Kali Fox Miller, am Counsel for the Petitioners in the above-entitled action; that I have read the foregoing document and am competent to testify that the contents are true of my own knowledge except for those matters stated therein on information and belief; and, as to those matters, I believe them to be true.

Date 08/11/2010

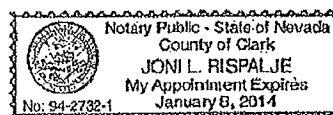


Kali Fox Miller, Esq.

SUBSCRIBED and SWORN to before me this 11th day of August, 2010.



Notary Public



CERTIFICATE OF SERVICE

8/13/2010

On ~~08/11/2010~~ 8/13/2010, I served the foregoing documents described as **PETITION FOR JUDICIAL REVIEW PURSUANT TO AB 149**, on the following individuals by depositing true copies thereof in the United States mail at Las Vegas, Nevada, enclosed in a sealed envelope, with postage paid, addressed as follows:

Ms. Sara J. Bean, Esq.
300 S. fourth St.
Las Vegas, NV 89101

Via Certified Mail

Ms. Catherine A. Rodriguez
6845 Sweet Pecan St.
Las Vegas, NV 89149

Via Certified Mail

Ms. Tara Newberry
Deaner Deaner Scan
720 Fourth Street, Suite 300
Las Vegas, NV 89101

Via Certified Mail

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ Ellen McAbee

Ellen McAbee

Assessors Parcel No(s): 125-20-212-037
Recording requested by:

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

Inst #: 201003180003719
Fees: \$66.00
N/C Fee: \$25.00
03/18/2010 02:48:05 PM
Receipt #: 276208
Requestor:
UTLS DEFAULT SERVICES
Recorded By: SUO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

TS # NY-10-951356-NF

Space above this line for recorders use only
Order # 30240344

Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. 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 4/21/2005, executed by CATHERINE RODRIGUEZ, AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST HORIZON HOME LOAN CORPORATION, as beneficiary, recorded 4/27/2005, as Instrument No. 20050427-0003843, in Book XXX, Page XXX of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$269,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 12/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount is no less than \$7,424.96 as of 3/17/2010 and will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered a written Declaration of Default and Demand for Sale 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.

EXHIBIT "1"

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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:

MetLife Home Loans a division of MetLife Bank NA
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact:

MetLife Home Loans a division of MetLife Bank NA
Contact: SHANTELL WILLIAMS
Department: Loss Mitigation Department
Phone: 214-441-6013

Contact: DEWANNA RICHARD
Department: Loss Mitigation Department
Phone: 214-441-7516

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at (800) 569-4287 or you can go to The Department of Housing and Urban Development (HUD) web site at www.hud.gov/offices/hsg/sfh/hcc/hcs.com.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. 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.

Dated: 3/17/2010

Quality Loan Service Corp., AS AGENT FOR
BENEFICIARY
BY: UTLS Default Services fka Land America
Default Services

By: 

Ericka Larson, Authorized Signature

State of CA)
County of Orange) ss.

On 3/18/10 before me, Dana Rosas a notary public,
personally appeared Ericka Larson, 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.

(Seal)



THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your
credit record may be submitted to a credit report agency if you fail to fulfill the terms of your
credit obligations.



STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

MEDIATOR'S STATEMENT

Assessor Parcel Number (APN) 125-20-212-037

Property Owner Catherine A. Rodriguez Beneficiary MetLife Home Loans

Property Address 6845 Sweet Pecan St. TS# NV-10-351356-NF
Las Vegas, NV 89149

Trustee Quality Loan Service Corp DoT Book/Inst. _____

A Foreclosure Mediation conference was held on July 19, 2010

The Mediator files the following report of the proceedings:

_____ The parties resolved this matter. No further action is required.

_____ The parties participated but were unable to agree to a loan modification or make other arrangements.

_____ The beneficiary or his representative failed to attend the mediation. No further action is required.

_____ The beneficiary or his representative failed to participate in good faith. No further action is required. Please explain: _____

X _____ The beneficiary failed to bring to the mediation each document required. No further action is required. Beneficiary did not bring appraisal or BPO

X _____ The beneficiary did not have the required authority or access to a person with the required authority. No further action is required. See attached Addendum

_____ The Grantor or person who holds the title of record (homeowner) failed to attend the mediation.

_____ The Grantor or person who holds the title of record (homeowner) failed to participate in good faith. Please explain: _____

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

_____ The Grantor or person who holds the title of record (homeowner) failed to bring to the mediation each document required.

Other _____

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is a true and accurate report of the proceedings as required by NRS Chapter 107.

DATED this 20th day of July, 2010.

Saur J Ben
MEDIATOR

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing Mediator's Statement on the 20th day of July, 2010, by placing true and correct copies thereof in the U. S. mail, postage prepaid, addressed to the following:

metlife Home Loans
4000 Horizon Way
Irving TX 75063

Tara Newberry
Deaner, Deaner Scann Malan + Larsu
Attorney for Homeowner
tnewberry@deanerlaw.com

Catherine A. Rodriguez
Homeowner
6845 Sweet Pecan St.
Las Vegas, 89149

Kali Fox Miller, Esq.
McCarthy + Holthus LLP
Representative for Beneficiary of deed of trust
Kfmiller@mccarthyholthus.com

By: Saur J Ben
MEDIATOR

APN No: 125-20-212-037
Property Owner: Catherine A. Rodriguez
Property Address: 6845 Sweet Pecan Street, Las Vegas, NV 89149
Beneficiary: MetLife Home Loans
TS#: NV-I--351356-NF
Date of Mediation: July 19, 2010

ADDENDUM TO MEDIATOR'S STATEMENT

It is my opinion that the beneficiary's representative did not have the required authority or access to a person with the required authority "to negotiate and modify the loan secured by the deed of trust" as required by FMP Rule 5(8)(a). The representative was severely limited in the modification terms which she could offer and did not have authority to negotiate a legitimate, good faith modification proposal. The representative offered a traditional modification which consisted of a temporary interest rate reduction, which would have reduced the homeowner's monthly payment by approximately \$150.00 per month from \$1547.00 to approximately \$1403.00 per month. The homeowner and her counsel indicated the homeowner did not have the means to comply with the terms of this proposed modification, as was clear from the financials submitted. The representative indicated the beneficiary was not a participant in the Federal HAMP Program and that the representative was limited in terms of the modifications she could offer by the beneficiary's pulling and servicing agreement. The beneficiary's representative stated that there is no person with authority to negotiate terms that are outside the scope of the beneficiary's pulling and servicing agreement. It is therefore my opinion that the representative did not have proper authority to participate in good faith modification negotiations of the loan given the rigid, inflexible guidelines to which the representative was bound.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION SCHEDULING NOTICE

ASSESSOR PARCEL NUMBER (APN) 125-20-212-037
Property Owner(s) Catherine Rodriguez
BENEFICIARY MetLife Home Loans
TRUSTEE Quality Loan Service Corp.
TS NV-10-351356-NF
DoT Doc# 4/27/2005
Book # XXX, 20050427-0003843
PROPERTY ADDRESS 6845 Sweet Pecan St., Las Vegas, NV 89149
Page #
Inst

NOTICE TO APPEAR

TO: Catherine Rodriguez, Property Owner(s); and

TO: MetLife Home Loans, Beneficiary;

The mediation in this matter will be held on July 19, 2010, at 8:00 a.m. AM/PM.

Location: Deaner Deaner Scann Malan & Larson, 720 South Fourth Street, Suite 300, Las Vegas, Nevada.

All beneficiaries of the deed of trust or assignees, or their representatives, who are seeking to invoke foreclosure against a homeowner, shall participate in the foreclosure mediation program, and shall be represented at all times during a mediation by a person or persons who have the authority to modify the underlying loan; and who shall bring to the mediation the original or a certified copy of the deed of trust, the mortgage note, and each assignment of the deed of trust and the mortgage note.

The homeowner and lender representative with authority to modify the underlying loan shall be physically present, or, if approved by the mediator, may participate by phone for good cause.

Failure by the beneficiaries of the deed of trust, or their representatives, to attend and participate at the mediation in good faith or to bring all requisite documents and authorities to the mediation, shall result in the mediator preparing and submitting a statement to the Foreclosure Mediation Program Manager of the facts which may result in an inability to proceed with the foreclosure.

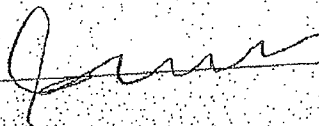
STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

All parties are herein noticed to comply with Rule 8 of the Foreclosure Mediation Program. The parties shall submit the required statements, disclosure forms, and documents to the presiding mediator at least ten (10) days prior to the scheduled mediation, unless otherwise agreed.

Pursuant to Rule 9 of the Foreclosure Mediation Rules, in the event the foreclosure issues are resolved before the scheduled mediation, the parties must, no later than two business days prior to the scheduled mediation date, notify the mediator of their settlement. Failure to abide by Rule 9 may subject the parties to sanctions.

DATED this 30th day of June, 2010.

Mediator: _____



Please Print Name: Sarah J. Bean

Contact Number: 419-996-9005

COPY TO: Foreclosure Mediation Program Coordinator

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM

CERTIFICATE OF MAILING

I hereby certify that I served the foregoing Mediation Scheduling Notice on the 29th day of June, 2010, by placing true and correct copies thereof in the U. S. mail, postage prepaid, addressed to the following:

Property Owner(s): Catherine A. Rodriguez 6845 Sweet Pecan Street, Las Vegas, NV 89149

Attorney(s)/Representative for Property Owner(s): Tara Newberry, DEANER DEANER SCANN
MALAN & LARSON, 720 South Fourth Street, Suite 300, Las Vegas, NV 89101

Beneficiary(ies): MetLife Home Loans, 4000 Horizon Way, Irving, TX 75063

Attorney(s)/Representative for Beneficiary(ies): Kristin Schuler-Hintz, MCCARTHY & HOLTHUS, LLP, 9510
West Sahara Avenue, Suite 110, Las Vegas, NV 89117

Trustee(s): Quality Loan Service Corp, 2141 5th Avenue, San Diego, CA 92101

By: 

Please Print Name: Sarah J. Bean

Title: Mediator

STATE OF NEVADA
FORECLOSURE
MEDIATION
PROGRAM

SARAH J. BEAN, Esq.
MEDIATOR
sarah.bean@ymail.com
PH: (419) 996-9005

June 30, 2010

VIA US MAIL

Catherine A. Rodriguez
6845 Sweet Pecan St.
Las Vegas, NV 89149

MetLive Home Loans
4000 Horizon Way
Irving, TX 75063

Tara Newberry
DEANER DEANER SCANN
MALAN & LARSON
720 South Fourth Street, Suite 300
Las Vegas, NV 89101

Quality Loan Service Corp.
2141 5th Ave
San Diego, CA 92101

Kristin Schuler-Hintz
MCCARTHY & HOLTHUS, LLP
9510 West Sahara Avenue, Suite 110
Las Vegas, NV 89117

Re: Mediation Scheduling Notice & Notice to Appear
APN: 125-20-212-037
Address: 6845 Sweet Pecan St., Las Vegas 89149

SCHEDULED DATE & TIME OF MEDIATION: July 19, 2010, 8:00 a.m.

To All Interested Parties:

Please be advised that a foreclosure mediation has been scheduled in the above-referenced matter. The mediation will be held in accordance with Nevada AB 149 and the Rules adopted by the Nevada Supreme Court. Please be advised that AB 149 and the Rules require the parties mediate in good faith. Failure to abide by this requirement may result in termination of the mediation process and imposition of sanctions by the District Court.

Pursuant to AB 149 and the Rules, please be advised of the following:

- This mediation has been scheduled because the borrower has elected mediation.
- No further action may be taken by the Lender to foreclose on the Property which is the subject of this Mediation until completion of the mediation process.
- The Lender must be represented at all times at the mediation by a person or persons who have written authority to modify the loan secured by the deed of trust being foreclosed upon. Pursuant to Rule 8, a beneficiary of the deed of trust of its representative shall be physically present, or, if approved by the mediator in advance, and for good cause shown, may participate in the mediation by phone.

This mediation will be held at the law offices of Deaner Deaner Scann Malan & Larson, 720 South Fourth Street, Suite 300, Las Vegas, NV 89101. Please be aware that there are no facilities available at this location for children. The mediation session will last no longer than four (4) hours, although the mediation session could take less time depending upon the facts and circumstances regarding the loan at issue.

Please note that any party requiring the services of an interpreter is responsible for contacting, scheduling and ensuring an interpreter is present for the mediation. The interpreter's compensation is the responsibility of the party requesting the service.

Additional information on the State of Nevada Foreclosure Mediation process is available on the Nevada Supreme Court's website (www.nevadajudiciary.us) as well as the web site maintained by the Legal Aid Center of Southern Nevada (www.lacsn.org).

A copy of the Mediation Scheduling Notice/Notice to Appear is enclosed herewith. Please note:

- If the Lender fails to attend the mediation and/or fully comply with the requirements of AB 149 and the Rules, including the production of documents and the requirement to negotiate in good faith, the Lender's ability to proceed with the foreclosure may be restricted or other sanctions may be imposed by the Clark County District Courts.
- If the Borrower fails to attend the mediation or provide the requisite documents(s), listed below, the Lender may be permitted to proceed with the foreclosure.

This mediation is **not** a judicial proceeding.

- The role of the mediator is to facilitate negotiations with the goal of reaching a resolution to the foreclosure.
- Although the mediator is an attorney, the mediator does not render any legal opinions, judgments or legal advice of any kind.
- The mediator is not a judge and does not render a judgment, findings of fact or conclusions of law.
- The mediator is required to be impartial and unbiased and does not represent either party in the mediation.
- Both parties are free to retain an attorney to accompany them in the mediation. If the Lender retains an attorney to appear as its duly designated representative at the mediation, the attorney must be fully authorized, in writing, to fully participate in the mediation on behalf of the Lender, which includes the fully ability to settle this matter and/or enter into a loan modification agreement.

DOCUMENTS MUST BE PRODUCED. Both the Lender and the Borrower are required to provide certain documents and information to one another prior to the mediation. Please pay particular attention to these requirements and associated timelines as they are requisite to a finding of good faith negotiations.

Documents required from the Lender. Not less than seven (7) days before the scheduled mediation, the Lender must provide to the borrower and to the Mediator the following documents:

- An appraisal performed no more than 60 days prior to the mediation date;

- An estimate of the "short sale" value of the residence that the Lender may be willing to consider as part of the negotiations.

Not less than seven (7) days prior to the scheduled mediation, the Lender will provide to the mediator only via email or U.S. Mail, the following documents:

- A confidential, nonbinding proposal for resolving the foreclosure;
- The evaluative methodology used in determining the eligibility or non-eligibility of the Borrower for the loan modification;
- The name and contact information of the party(ies) who will be attending the mediation on behalf of the Lender and evidence of their authority to negotiate.

The Lender must bring to the mediation:

- The original or a certified copy of the deed of trust, the mortgage note, and each assignment of the deed of trust and mortgage note. Please see the Rules for the circumstances under which a certified copy will be accepted.
- It would be helpful to the mediator and the process if the Lender brings a form loan modification agreement which can be executed by the parties during the mediation should the parties reach an agreement.

Documents required from the Borrower. Not less than seven (7) days prior to the scheduled mediation, the Borrower must provide the following documents to the Lender and the Mediator:

- A completed Financial Statement (a blank copy is attached hereto);
- A completed Housing Affordability Worksheet (a blank copy is attached hereto).

Not less than seven (7) days prior to the scheduled mediation, the Borrower will provide to the Mediator only, the following documents via email or U.S. Mail:

- A confidential, nonbinding proposal for resolving the foreclosure;
- The name and contact information of the party(ies) who will be attending the mediation on behalf of the Borrower and, for representatives of the Borrower, written evidence of their authority to negotiate.

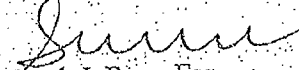
A Mediator's Statement will be issued within ten (10) days following conclusion of the mediation. A party to the mediation may file a petition for judicial review with the Clark County District Court seeking a determination of bad faith participation and sanctions pursuant to Nevada Revised Statutes ("NRS") Chapter 107, as amended. Such Petitions must be filed within 15 days of the date of the Mediator's Statement.

IMPORTANT! Should the parties reach a resolution prior to the mediation:

Pursuant to Rule 8 of the Foreclosure Mediation Rules, in the event the foreclosure issues are resolved prior to the scheduled mediation, the parties must, no later than two (2) days prior to the scheduled mediation date, notify the mediator of the settlement. Failure to abide by Rule 8 may subject the parties to sanctions. Such notification must be provided to the mediator, in writing or via email.

Please contact me if you have any questions or concerns. I look forward to meeting you at the mediation.

Sincerely,



Sarah J. Bean, Esq.
sarah.bean@ymail.com

Enclosures:

Mediation Scheduling Notice/Notice to Appear
Financial Statement Form (Borrower only)
Housing Affordability Worksheet (Borrower only)



First Horizon
Home Loan Corporation
4000 Horizon Way
Irving, Texas 75063
www.fhhlc.com

August 03, 2010

Catherine Rodriguez
6845 Sweet Pecan St
Las Vegas, NV 89149-3040

Dear Catherine Rodriguez :

We have good news about providing you a more affordable mortgage.
You are eligible for the Trial Period Modification.

Please carefully read the enclosed Trial Period Agreement. The monthly trial period payments are based on the income information that you previously provided. These payments are an estimate of what your payment(s) will be IF we are able to modify your loan under the terms of the program. Defaulting on this Trial Period Modification eliminates the opportunity for a modification of your loan terms. Please read all enclosed documents provided and make sure you understand the statements set forth in the plan.

Step 1 - Accept the Trial Period Plan Offer

To accept this offer and enter into the Trial Period Modification, all borrowers must sign both copies of the enclosed Trial Period Plan. You must then return BOTH signed copies to us - along with your first trial period payment in the amount of \$ 1,460.00 - no later than 08/15/10.

Step 2 - Make Your Trial Period Payments On Time

Your remaining trial period payments in the amount of \$ 1,460.00 will be due on or before 09/15/10. Your trial period payments should be sent instead of - NOT IN ADDITION TO - your normal monthly mortgage payments.

By no later than 08/15/10, please mail two signed copies of the Trial Period Plan and your first trial period payment to:

First Horizon Home Loans
cc 6207
4000 Horizon Way Ste. 100
Irving, TX 75063

EXHIBIT "4"

Ex 7 Pg 0000026



First Horizon
Home Loan Corporation
4000 Horizon Way
Irving, Texas 75063
www.fhhlc.com

Page 2

Step 3 - Contact Us

Once your final payment has been submitted, contact us for a re-review of your modification.

If you have any questions, please contact us at (800) 364 - 7562

Respectfully,

Loss Mitigation Specialist

LM181-003 TWX



First Horizon
Home Loan Corporation
4000 Horizon Way
Irving, Texas 75063
www.fhhlc.com

Page 3

TRIAL PERIOD PLAN/MODIFICATION AGREEMENT. The Trial Period Plan is the first step. If/Once we are able to finalize your modified loan terms; we will send you a loan modification agreement ("Modification Agreement"), which will reflect the terms of your modified loan. In addition to successfully completing the trial period, you will need to sign and promptly return to us both copies of the Modification Agreement or your loan will not be modified.

NEW PRINCIPAL BALANCE. Any past due amounts as of the end of the trial period, including unpaid interest, real estate taxes, insurance premiums and certain assessments paid on your behalf to a third party, will be added to your mortgage loan balance (the "Past Due Arrearage Amount").

FEES AND COSTS. Should a modification of your loan be approved; outstanding fees and costs will be assessed. The total outstanding amount of these costs will be required to be included upfront in order to complete the modification process.

ESTIMATED MONTHLY PAYMENT. At this time, we are not able to calculate precisely the Past Due Arrearage Amount or the amount of the modified loan payment that will be due after successful completion of the trial period. However, based on information we currently have, your trial period payment may be close to your modified loan payment. As we near the end of the trial period, we will calculate any past due amount to determine your new permanent monthly payment and other modified loan terms.

ESCROW ACCOUNT. The terms of your Trial Period Plan and your Modification Agreement may require the servicer to set aside a portion of your new monthly payment in an escrow account for payment of your property taxes, insurance premiums and other required fees. Your current loan may also require escrows. If it does not, the previous waiver of escrows is cancelled under your Trial Period Plan. First Horizon Home Loans will draw on this account to pay your real estate taxes and insurance premiums as they come due. Please note that your escrow payment amount will adjust if your taxes, insurance premiums and/or assessment amounts change, so the amount of your monthly payment that the servicer must place in escrow will also adjust as permitted by law. This means that your monthly payment may change. Your monthly escrow payment of \$ 246.68 is included in your trial payment amount.

CREDIT COUNSELING. If you have very high levels of debt, you will be required to obtain credit counseling and provide the HUD completed certification letter prior to the completion of your trial period agreement.



First Horizon
Home Loan Corporation
4000 Horizon Way
Irving, Texas 75063
www.fhhlc.com

Page 4

CREDIT REPORTING. During the trial period, we will report your loan as delinquent to the credit reporting agencies even if you make your trial period payments on time. However, after your loan is modified, we will only report the loan as delinquent if the modified payment is not received in a timely manner.

LM182-005 TWX

LM006 900

Catherine Rodriguez
Loan Number 0053334520
August 03, 2010
Page Three

FORBEARANCE AGREEMENT:

PLAN	DATE	AMT	PLAN	DATE	AMT
01	08/15/10	1,460.00	02	09/15/10	1,460.00
03	10/15/10	1,460.00	04	11/15/10	13,938.03

I understand and acknowledge the terms of this agreement executed
by my/our hand(s) this _____ day of _____, 20____.

Return to:
First Horizon Home Loans
Attention: COLLECTIONS
4000 Horizon Way, Suite 100
Irving, TX 75063

Catherine Rodriguez

Accepted by First Horizon Home Loans

Loan Counselor's Signature

Date

LM006-005 TWX



First Horizon
Home Loan Corporation
4000 Horizon Way
Irving, Texas 75063
www.fhhl.com

Frequently Asked Questions:

Q. What if my trial period payment is less than the payment I currently owe on my loan?

We will add the difference between the monthly payment that you currently owe on your loan and the trial period payment to your loan balance and allow you to pay it over the remainder of the modified loan term.

Q. Will a foreclosure occur if I participate in the Trial Period Modification?

As long as you comply with the terms of the Trial Period Plan, we will not start foreclosure proceedings or conduct a foreclosure sale if foreclosure proceedings have started. If you fail to comply with the terms of the Trial Period Plan, your loan will be enforced according to its original terms, which could include foreclosure.

Q. What happens to my trial period payments if I do not comply with the terms of the Trial Period Plan?

Your trial period payments will be applied to your existing loan according to the terms of your loan documents.

Q. If I get a Trial Period Modification, can my modified loan terms ever revert to the original terms?

No. This is one of the advantages of the Trial Period Modification. Once your loan is modified, the new terms stay in place for the remainder of your loan.

Q. Do all borrowers have to sign the Trial Period Plan and other documents?

Unless a borrower or co-borrower is deceased, all borrowers who signed the original loan documents or their duly authorized representative(s) must sign the Trial Period Plan, the Modification Agreement and all other required modification documents. Contact your servicer if it would be difficult or impossible for you to comply with this requirement.

Q. Could my trial period payment be more than my current payment?

Yes. For example, if your current payment does not include an escrow payment and you are now required to make monthly escrow payments, your trial period payment could be higher than your current payment. Note, however, that the increase in your payment under these circumstances would be offset by other tax and insurance bills you would no longer have to pay directly as we will pay those for you out of your escrow account.

Addendum to Special Forbearance Plan

You have agreed to enter into a Loss Mitigation Special Forbearance Type II Plan. Compliance with this plan will give you the opportunity to save your home.

As per our discussion as of the date of this agreement, you will comply with all terms set forth in the Forbearance Type II agreement. Should you comply with the scheduled payments, First Horizon will re-consider you for further options prior to the last Balloon payment scheduled. We will convert the Special Forbearance Type II Plan to one of the following options:

1. Mortgage Modification: If you can make the payments on your loan, but you do not have enough money to bring your account current, First Horizon may be able to change one or more terms of your original loan to make the payments more affordable.
2. Partial Claim Advance: If your mortgage is HUD insured, you may qualify for an interest-free loan to bring your account current. The repayment of this loan may be delayed for several years.

While complying with the Loss Mitigation Special Forbearance Type II Plan, late fees will not be assessed. Should you be offered one of the above options, please be advised that any foreclosure cost and fees will be collected as part of the agreement. The options available to you will be reviewed in the ordered mentioned above.

Should you fail to comply: As we discussed, should you not be able to meet the requirements of the Special Forbearance Type II Plan, the following options are available to avoid foreclosure:

1. Sale: If you can no longer afford your home, First Horizon will work with you allow time to find a purchaser and pay off the total amount owed. You will be expected to obtain the services of a real estate professional who can aggressively market the property. This is subject to foreclosure timeframes and action.
2. Pre-Foreclosure Sale or Short Payoff: If the property's sales value is not enough to pay the loan in full, First Horizon may be able to accept less than the full amount owed. This option can also include a period of time to allow your real estate agent to market the property and find a qualified buyer. Monetary help may also be available to pay other lien holders and/or help toward paying your moving costs.
3. Deed-in-lieu: First Horizon may agree to allow you to voluntarily "give back" your property and forgive the debt. Although this option sounds like the easiest way out for you, generally, you must attempt to sell the home for its fair market value for at least 90 days before First Horizon will consider this option. Also, this option may not be available if you have liens such as judgments of other creditors, second mortgages, and IRS or State Tax liens.

MY/OUR SIGNATURE (S) BELOW ACKNOWLEDGES THAT I/WE HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. I/WE HAVE RECEIVED HOMEOWNERSHIP COUNSELING FROM FIRST HORIZON HOME LOANS OR FROM A HOUSING AGENCY OF OUR CHOICE. I/WE FURTHER UNDERSTAND THAT WE MUST RE-QUALIFY FOR THE OPTIONS LISTED ABOVE UPON OUR COMPLIANCE WITH THE HUD SPECIAL FORBEARANCE TYPE II PLAN.

I/WE AGREE TO ABIDE BY THE AGREEMENT SET FORTH.

_____ Mortgagor	_____ Date
_____ Co-Mortgagor	_____ Date
_____ Co-Mortgagor	_____ Date
_____ Co-Mortgagor	_____ Date

Please sign, date and return the original agreement. Retain a copy for your records. The original agreement must be returned to the address below. It is recommended that you fax a copy first to 214-441-7390.

First Horizon Home Loans
Attn: Loss Mitigation Dept - CC 6207
4000 Horizon Way, Suite 100
Irving, Texas 75063

Accepted by First Horizon Home Loans


_____ Loss Mitigation Specialist's Signature	_____ Date
---	---------------

LM007-008 TWX

Exhibit 8

Exhibit 8

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

Metlife Home Loans,
Petitioner(s)
vs.
Catherine A Rodriguez,
Respondent(s)

A-10-622878-J
Department 14

FINDINGS OF FACT CONCLUSIONS OF LAW AND ORDER

On September 16, 2010, THIS COURT, having conducted a hearing(s) as provided by NRS Chapter 107, and the Foreclosure Mediation Rules adopted by the Nevada Supreme Court to determine the existence of possible "bad faith" in the participation of mediation as provided by law, FINDS:

That mediation was held on July 19, 2010, overseen by Mediator Sarah Bean.

That present for the Petitioner Metlife Home Loans was Kali Miller, and representing the Respondent/Homeowner was Tara Newberry.

That the mediator found that the Beneficiary failed to bring an appraisal or Broker's Price Opinion to the mediation.

Additionally, that there was a lack of authority to offer any terms of loan modification beyond the scope of the servicing agreement.

That the Respondent/Homeowner has met their burden of showing a lack of bad faith. Accordingly, absent a timely appeal, Letter of Certification will not issue.

Dated this 28th day of September, 2010.


DISTRICT COURT JUDGE

cc: Metlife Home Loans
Catherine A. Rodriguez
Kristin Schuler-Hinz, Esq.
Tara Newberry, Esq.
Kali Fox Miller, Esq.
Nevada Foreclosure Mediation Program

RECEIVED

OCT 01 2010

CLERK OF THE COURT

DONALD MOSLEY
DISTRICT JUDGE

DEPARTMENT FOURTEEN
LAS VEGAS, NV 89160

Exhibit 9

Exhibit 9

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATION SCHEDULING REMINDER

ASSESSOR PARCEL NUMBER (APN) 125-20-212-037

Property Owner (s) Catherine Rodriguez

PROPERTY ADDRESS:

6345 Sweet Pecan Street

Las Vegas, NV 89149

BENEFICIARY: MetLife Home Loans

TRUSTEE: Quality Loan Service Corp.

TS NV-10-351356-NF

DoT Doc# 4/21/2005

Book/Page #: 20050427-000043

Inst #:

The mediation in this matter will be held on October 6, 2011 at 1:00 p.m.

Location: Nevada State Motor Pool, 7060 La Cienega Street, Las Vegas, Nevada.

This is a courtesy reminder of several Nevada Foreclosure Mediation Program requirements that are very important or are somewhat new:

1. The parties must make contact, request and exchange *all* necessary documents and information as soon as possible prior to the mediation. Please ensure that you have asked for and/or provided all information needed prior to the mediation. As a last resort bring such documents and information with you to the mediation as complete information is essential to a successful meeting.
2. The Lender/Beneficiary representative must bring to the mediation separately certified copies of the original mortgage note and deed of trust, and each endorsement of the note and each assignment of the deed of trust. Each certified document brought to the mediation must be accompanied by an *original (wet signed) certification* executed by or before a notary public meeting the requirements of NRS 240.1655(2). Rule 11(4).
3. Please carefully again review the Foreclosure Mediation Instruction Letter that was sent to you when the mediation was scheduled and make very sure that you have complied with each, every and all of the requirements contained in that document.

I look forward to a successful mediation session. Please call with any questions.

Sincerely,

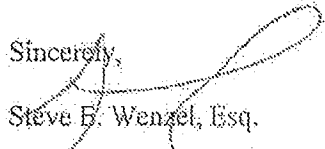

Steve E. Wenzel, Esq.

Exhibit 10

Exhibit 10

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

April 21st, 2005
[Date]

HENDERSON
[City]

NEVADA
[State]

6845 SWEET PECAN STREET, LAS VEGAS, Nevada 89149
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 269,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is
FIRST HORIZON HOME LOAN CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.625%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on June 1st, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1st, 2035, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 809
MEMPHIS, TN 38101

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,260.94. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

338N (0210)

Form 3520 1/01

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 4

Initials: CAK



4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.625 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO & 00/100 percentage point(s) (2.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 11.625 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

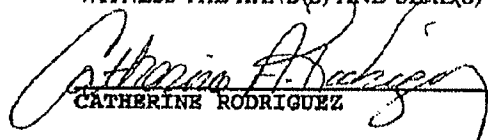
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


CATHERINE RODRIGUEZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Pay to the order of Nationstar Mortgage LLC
Without recourse
First Horizon Home Loan Corporation

by 
E. J. Beeley, Vice President

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE NOTE

THIS ADDENDUM is made this 21st day of April, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to **FIRST HORIZON HOME LOAN CORPORATION** (the "Lender").

THIS ADDENDUM supercedes Section 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on June 1st, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on May 1st, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my payments at PO BOX 809, MEMPHIS, TN 38101, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,260.94. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes


Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During this Interest Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest on the lower principal balance. At the end of the Interest Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest Only Period, my payment amount will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

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

 04-22-05
 CATHERINE RODRIGUEZ Date

 Date

 Date

 Date

 Date

 Date

 Date

 Date

Exhibit 11

Exhibit 11

PART 1: SIGN-IN SHEET		APN: 125-20-212-037
Mediator:	<p>Name: <u>Steve F. Wenzel, Esq.</u> <div style="display: flex; justify-content: space-between;">PrintSignature</div> </p> <p>Contact Info: <u>ADR Nevada@gmail.com</u> <div style="display: flex; justify-content: space-between;">EmailTelephone # (775) 560-9596</div> </p>	
Homeowner(s) (Grantor):	<p>Name: <u>Catherine Rodriguez</u> <div style="display: flex; justify-content: space-between;">PrintSignature</div> </p> <p>Contact Info: <u>SEBCEB@Yahoo.com</u> <u>702-378-2838</u> <div style="display: flex; justify-content: space-between;">EmailTelephone #</div> </p> <p>Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone</p>	
Homeowner(s) (Grantor):	<p>Name: _____ <div style="display: flex; justify-content: space-between;">PrintSignature</div> </p> <p>Contact Info: _____ <div style="display: flex; justify-content: space-between;">EmailTelephone #</div> </p> <p>Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone</p>	
Homeowner Atty or Rep:	<p>Name: <u>Tera D. Newberry</u> <div style="display: flex; justify-content: space-between;">PrintSignature</div> </p> <p>Contact Info: <u>tnewberry@cnlawlv.com</u> <u>702-608-4232</u> <div style="display: flex; justify-content: space-between;">EmailTelephone #</div> </p> <p>Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone</p>	
10696 NV Bar/NRS 645F License #		
Lender (Beneficiary):	<p>Name: <u>Daniel Marks</u> <div style="display: flex; justify-content: space-between;">PrintSignature</div> </p> <p>Contact Info: _____ <div style="display: flex; justify-content: space-between;">EmailTelephone #</div> </p> <p>Participated: <input type="checkbox"/> In Person <input checked="" type="checkbox"/> By Telephone</p>	
Lender Atty or Rep:	<p>Name: <u>Lindsey Bennett Morales</u> <div style="display: flex; justify-content: space-between;">PrintSignature</div> </p> <p>Contact Info: <u>lbennett@mccarthykottnew.com</u> <u>685-0320</u> <div style="display: flex; justify-content: space-between;">EmailTelephone #</div> </p> <p>Participated: <input checked="" type="checkbox"/> In Person <input type="checkbox"/> By Telephone</p>	
11519 NV Bar/NRS 645F License #		
Other:	<p>Name: _____ <div style="display: flex; justify-content: space-between;">PrintSignature</div> </p> <p>Contact Info: _____ <div style="display: flex; justify-content: space-between;">EmailTelephone #</div> </p> <p>Participated: <input type="checkbox"/> In Person <input type="checkbox"/> By Telephone</p>	

The attending parties are signing this sheet only to memorialize their presence at the mediation. If an agreement is reached, the parties will be requested by the mediator to execute the agreement section of this Mediator Statement, which will outline the basic terms agreed upon at mediation. Neither the mediator nor the mediation administrator may be compelled to testify in any subsequent proceedings regarding the contents of an agreement.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

HOMEOWNER'S NAME: Catherine Rodriguez CO-OWNER'S NAME: _____	BENEFICIARY: MetLife Home Loans TRUSTEE: Quality Loan Services Corp.
ASSESSOR PARCEL NUMBER (APN): 125-20-212-037 PROPERTY ADDRESS: 6845 Sweet Pecan Street Las Vegas, NV 89149	TS #: NV-10-3513560NF Loan #: _____ DoT Doc #: 4/21/2005 Book #: 20050427 Page #: 0003843 Inst #: _____

- **If no mediation is held:** Please ensure the Mediation Summary, Mediation Certification and Mailing Certification (Parts 2, 2A & 4) are completed.
- **If no agreement is reached:** please ensure the Attending Parties, Mediation Summary, Mediator Certification and Mailing Certification (Parts 1, 2, 2A & 4) are completed.
- **If an agreement is reached by the parties:** please ensure all applicable parts of this form are attached.

PART 2: MEDIATION SUMMARY (Please check all that apply)

- ☒ A Foreclosure Mediation was held on: October 6, 2011
- ☐ A Foreclosure Mediation was **not** held (Explain): _____
- ☐ Parties came to an agreement prior to mediation (Explain): _____

The Mediator files the following report of the mediation (please check all that apply):

- ☐ The parties resolved this matter. If this box is marked, please complete **PART 3: MEDIATION AGREEMENT**.
- ☒ The parties participated but were unable to agree to a loan modification or make other arrangements.
- ☐ Lender (Beneficiary or designated representative) failed to attend the mediation.
- ☒ Lender (Beneficiary or designated representative) failed to bring to the mediation each document required. Please specify which document(s) were not provided: Lender failed to produce certified copies of Note, Deed of Trust, Assignments and Transfers. (Lender indicated original documents have not been located after recent transfer to new servicer-Nationstar). Lender also failed to provide NRS 645.2515 compliant BPO (initial BPO was dated "9/30/2006" and second BPO dated 9/2/2011 carried no signature).
- ☐ Lender (Beneficiary or designated representative) did not have the authority to fully negotiate and modify the loan.
- ☐ Lender (Beneficiary or designated representative) failed to participate in good faith. Please explain: _____
- ☐ Homeowner (grantor or person who holds the title of record) failed to attend the mediation.
- ☐ Homeowner (grantor or person who holds the title of record) failed to bring to the mediation each document required. Please specify which document(s) were not provided: _____
- ☐ Homeowner (grantor or person who holds the title of record) failed to participate in good faith. Please explain: _____
- ☒ Other: Homeowner attorney stated this was FMP third mediation with Lender unable to produce proper loan documents each time.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 2A: MEDIATOR CERTIFICATION

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate of the proceedings as required by NRS Chapter 107.

DATED this 11th day of October, 2011.

Mediator Signature: _____

Print Name: Steve E. Wenzel, Esq.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and NRS Chapter 107.

PART 3: MEDIATION AGREEMENT (Sections A-G)

THE PARTIES AGREED TO THE FOLLOWING (Please Check all that apply):

A. RETAIN THE HOME

- ☐ 1. Reinstatement
- ☐ 2. Repayment Plan
- ☐ 3. Extension
- ☐ 4. ARM to Fixed Rate
- ☐ 5. Amortization Extended
- ☐ 6. Interest Rate Reduction
- ☐ 7. Principal Forbearance
- ☐ 8. Other Forbearance
- ☐ 9. Principal Reduction
- ☐ 10. Refinance
- ☐ 11. Temporary Modification
Expiration Date : _____
- ☐ 12. Permanent Modification
- ☐ 13. Short payoff: \$ _____
When: _____
Conditions: _____
- ☐ 14. Gov't. Program: _____
- ☐ 15. Other: _____

B. RELINQUISH THE HOME

- ☐ 1. Deed in Lieu of Foreclosure
- ☐ 2. Short Sale
- ☐ 3. Voluntary Surrender
- ☐ 4. Cash for Keys \$ _____
When: _____
Conditions: _____
- ☐ 5. Gov't. Program: _____
- ☐ 6. Other: _____

C. DETAILS

- ☐ Lender/Beneficiary will report the loan as paid in current status effective as of: _____
- ☐ Treatment of arrearages: _____
- ☐ Waiver of Fees and Penalties: _____
- ☐ Other treatment of fees/costs (list and outline details): _____
- ☐ Rescind Notice of Default: _____

D. THE FOLLOWING TERMS REMAIN UNCHANGED (Please check all that apply.)

- ☐ The balance due as shown on beneficiary's books, which is _____
- ☐ The interest rate stated in the original Note, which is _____
- ☐ The loan term stated in the original Note, which is _____

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

E. LOAN MODIFICATION (Please complete all that apply)

	Temporary Modification	Permanent Modification												
1. Loan Balance	Total loan balance shall be modified to \$ _____ Effective date _____	Total loan balance shall be modified to: \$ _____ Effective date: _____												
2. Interest Rate	Period 1 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months *	Period 1 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months Period 2 a. Interest rate will be temporarily modified to ____% b. Effective as of _____ c. For the Period of _____ months*												
3. Loan Term	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____	There are _____ monthly payments remaining as of _____ Begin Date: _____ End Date: _____												
4. Payment	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____	Resulting initial payment: \$ _____ Principal & Interest: \$ _____ Escrow: \$ _____ Total: _____												
5. Fees & Costs	<div style="border: 1px solid black; padding: 5px;"> The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows: </div> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Incurred</th> <th style="width: 50%; text-align: center;">Waived</th> </tr> </thead> <tbody> <tr> <td>Interest \$ _____</td> <td>Interest \$ _____</td> </tr> <tr> <td>Costs \$ _____</td> <td>Costs \$ _____</td> </tr> <tr> <td>Fees \$ _____</td> <td>Fees \$ _____</td> </tr> <tr> <td>Other \$ _____</td> <td>Other \$ _____</td> </tr> <tr> <td>TOTAL: \$ _____</td> <td>TOTAL: \$ _____</td> </tr> </tbody> </table>		Incurred	Waived	Interest \$ _____	Interest \$ _____	Costs \$ _____	Costs \$ _____	Fees \$ _____	Fees \$ _____	Other \$ _____	Other \$ _____	TOTAL: \$ _____	TOTAL: \$ _____
Incurred	Waived													
Interest \$ _____	Interest \$ _____													
Costs \$ _____	Costs \$ _____													
Fees \$ _____	Fees \$ _____													
Other \$ _____	Other \$ _____													
TOTAL: \$ _____	TOTAL: \$ _____													

Other: _____

Comments: _____

*If additional Periods agreed upon by the parties, please indicate on a separate sheet and attached hereto.

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

F. DEFICIENCY & TAX LIABILITY

Please be advised that the mediator is not permitted to provide any legal or tax advice to the parties on any issues related to the mediation or the terms of any potential settlement agreement. It is suggested that the parties contact a licensed professional of their choice for legal or tax advice related to this mediation and any potential settlement.

1. Deficiency:

- ☐ The settlement agreement will include a provision waiving any deficiency resulting from recovery by the Trustee/Beneficiary of less than the full amount the Trustee/Beneficiary claims now to be due on the loan.
- ☐ Comments: _____

2. Other deficiency and/or tax liability terms not mentioned above:

- ☐ Additional terms, details are as follows: _____

3. Is this agreement contingent upon the signing of other documents and/or forms (i.e. updated financial information; tax returns, divorce decree, etc.)?

- ☐ If yes, please provide a detailed list and/or attach: _____

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

G. SIGNATURE OF PARTIES

IN WITNESS WHEREOF, each of the participants in this mediation has executed this mediation agreement on the date set forth. The parties agree to separately prepare and execute the documents necessary to accomplish the terms of this agreement.

Date _____	_____
	Homeowner (Grantor)
Date _____	_____
	Homeowner (Grantor)
Date _____	_____
	Homeowner's Attorney/Representative
Date _____	_____
	Lender (Beneficiary)
Date _____	_____
	Lender's Attorney/Representative
Date _____	_____
	Other (Please specify relationship to Lender or Homeowner)
Date _____	_____
	Other (Please specify relationship to Lender or Homeowner)

STATE OF NEVADA
FORECLOSURE MEDIATION PROGRAM
MEDIATOR STATEMENT

PART 4: MAILING CERTIFICATION

I hereby certify that I served the foregoing Mediator Statement on the 11th day of October, 2011, by placing true and correct copies thereof in the U.S. mail, postage prepaid, addressed to the following:

Homeowner (Grantor):

Catherine Rodriguez
6845 Sweet Pecan Street
Las Vegas, NV 89149

Homeowner's Attorney/Representative:

Tara D. Newberry
Connaghan Newberry
7854 W. Sahara Avenue
Las Vegas, NV 89117

Trustee:

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

Trustee's Attorney/ Representative:

Lender (Beneficiary):

Lender's Attorney/Representative:

Lindsey Bennet Morales, Esq.
McCarthy and Holthus
9510 West Sahara Avenue, Suite 110
Las Vegas, NV 89117

Other:

Other:

Signature:

Print Name:

Title:

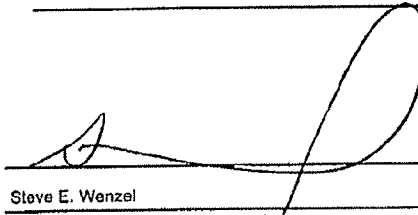

Steve E. Wenzel
Mediator

Exhibit 12

Exhibit 12

COPY

378-2838

1 Kristin A. Schuler-Hintz, Esq., SBN 7171
2 Stephanie Richter, Esq., SBN 12075
3 McCarthy & Holthus, LLP
4 9510 W. Sahara Ave., Suite 110
5 Las Vegas, NV 89117
6 Phone (702) 685-0329
7 Fax (866) 339-5691
8 Email NVJud@McCarthyHolthus.com

9 Attorneys for Plaintiff,

10 THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS TRUSTEE
11 FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE PASS-
12 THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON HOME
13 LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER SERVICER, IN
14 ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING AND
15 SERVICING AGREEMENT

16 IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA

17 IN AND FOR THE COUNTY OF CLARK

MCCARTHY & HOLTUS, LLP
ATTORNEYS AT LAW
9510 WEST SAHARA AVENUE, SUITE 110
LAS VEGAS, NV 89117
TELEPHONE (702) 685-0329/Facsimile (866) 339-5691
Email NVJud@McCarthyHolthus.com

18 THE BANK OF NEW YORK MELLON) Case No. A-12-661179-C
19 F/K/A THE BANK OF NEW YORK AS) Dept. No. XXXI
20 TRUSTEE FOR THE HOLDERS OF THE) SUMMONS - CIVIL
21 CERTIFICATES, FIRST HORIZON) ARBITRATION EXCEPTION CLAIMED:
22 MORTGAGE PASS-THROUGH) TITLE TO REAL ESTATE
23 CERTIFICATES SERIES FHAMS 2005-AA5,
24 BY FIRST HORIZON HOME LOANS, A
25 DIVISION OF FIRST TENNESSEE BANK
26 NATIONAL MASTER SERVICER, IN ITS
27 CAPACITY AS AGENT FOR THE TRUSTEE
28 UNDER THE POOLING AND SERVICING
AGREEMENT,

Plaintiff

v.

CATHERINE RODRIGUEZ; REPUBLIC
SERVICES; CITY OF LAS VEGAS; DOES I-
X; and ROES 1 -10 inclusive,

Defendants.

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ
THE INFORMATION BELOW.

TO THE DEFENDANTS: a Civil Complaint has been filed by the Plaintiff against you
for the relief set for in this Complaint.

MCCARTHY & HOLTHUS, LLP
ATTORNEYS AT LAW
ONE WEST SAHARA AVENUE, SUITE 110
LAS VEGAS, NV 89117
TELEPHONE (702) 685-9131
Email: RVJudd@McCarthyHoltus.com

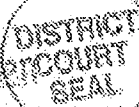
1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must to the following:
 - (a) File with the Clerk of This Court, whose address is shown below, a formal written response to the Complaint in accordance with the Rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested by the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Respectfully submitted,
MCCARTHY & HOLTHUS, LLP

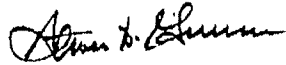
By: Stephanie Richter
Kristin A. Schuler-Hintz (NSB# 7171)
Stephanie Richter (NSB# 12075)
9510 West Sahara Ave. Suite 110
Las Vegas, NV 89117

CLERK OF COURT

By: Kristin M. Gottlieb
Deputy Clerk



Date: MAY 04 2017



CLERK OF THE COURT

Kristin A. Schuler-Hintz, Esq., SBN 7171
Stephanie Richter, Esq., SBN 12075
McCarthy & Holthus, LLP
9510 W. Sahara Ave., Suite 110
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Email NVJud@McCarthyHolthus.com

Attorneys for Plaintiff,
THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS TRUSTEE
FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE PASS-
THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON HOME
LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER SERVICER, IN
ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING AND
SERVICING AGREEMENT

IN THE EIGHTH JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

MCCARTHY & HOLTHUS, LLP
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THE BANK OF NEW YORK MELLON
F/K/A THE BANK OF NEW YORK AS
TRUSTEE FOR THE HOLDERS OF THE
CERTIFICATES, FIRST HORIZON
MORTGAGE PASS-THROUGH
CERTIFICATES SERIES FHAMS 2005-AA5,
BY FIRST HORIZON HOME LOANS, A
DIVISION OF FIRST TENNESSEE BANK
NATIONAL MASTER SERVICER, IN ITS
CAPACITY AS AGENT FOR THE TRUSTEE
UNDER THE POOLING AND SERVICING
AGREEMENT

Plaintiff

v.

CATHERINE RODRIGUEZ; REPUBLIC
SERVICES; CITY OF LAS VEGAS; DOES
I-X; and ROES 1 -10 inclusive,

Defendants.

Case No. A - 12 - 661179 - C

Dept. No. XXXI

VERIFIED COMPLAINT FOR JUDICIAL
FORECLOSURE AND DEFICIENCY
JUDGMENT OF DEED OF TRUST

ARBITRATION EXCEPTION CLAIMED:
TITLE TO REAL ESTATE

COMES NOW Plaintiff, THE BANK OF NEW YORK MELLON F/K/A THE BANK OF
NEW YORK AS TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST
HORIZON MORTGAGE PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY
FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL

NV-11-478461-JUD

1 MASTER SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE
2 POOLING AND SERVICING AGREEMENT, filing this civil action against Defendants for (1)
3 Judicial Foreclosure and (2) Deficiency Judgment on Deed of Trust.

4 INTRODUCTION

5 1. This action is a judicial foreclosure with money demand within the jurisdictional limits
6 of this Court and this venue is appropriate because the property involved is within this Court's
7 jurisdiction. Plaintiff is authorized to bring this action in the state of Nevada by NRS 40.430.

8 2. The real property on which Plaintiff seeks foreclosure consists of a single-family
9 residence commonly known as 6845 Sweet Pecan Street, Las Vegas, Nevada 89149 and more
10 specifically described in Exhibit "1" attached hereto and incorporation herein by this reference.

11 3. Plaintiff, THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW
12 YORK AS TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON
13 MORTGAGE PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST
14 HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL
15 MASTER SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE
16 POOLING AND SERVICING AGREEMENT, is an Entity authorized to do business within the
17 State of Nevada. Nationstar Mortgage LLC is the servicer of the loan.

18 4. Defendant, Catherine Rodriguez, is an individual believed to be residing in Clark
19 County, Nevada who executed the subject Note and Deed of Trust relative to real property located
20 in Clark County, Nevada of which this Complaint arises, or claims an interest in the property, or
21 both.

22 5. Defendant, Republic Services, is an entity that may claim an interest in the subject
23 property pursuant to a recorded lien.

24 6. Defendant, City of Las Vegas, is an entity that may claim an interest in the subject
25 property pursuant to a recorded lien.

26 7. Plaintiff does not know the true names, capacities or bases of liability of Defendants
27 sued as Does I-X and Roes 1-10 inclusive. Each fictitiously named defendant is in some way
28 liable to Plaintiff or claims some right, title or interest in the subject property that is subsequent to

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Email: NVJus@McCarthyHolthus.com

1 and subject to the interest of Plaintiff, or both. Plaintiff will amend this Complaint to reflect the
2 true names of said Defendants when the same have been ascertained.

3 FACTUAL BACKGROUND

4 8. Plaintiffs incorporates and re-alleges the allegations of paragraphs 1 through 7 above, as
5 if fully set forth herein.

6 9. The real property which is the subject matter of this action is commonly known as 6845
7 Sweet Pecan Street, Las Vegas, Nevada 89149 (hereinafter the "Property"). The Parcel ID
8 Number of the Property is 125-20-212-037. The subject real property is more particularly
9 described in Exhibit "1", attached hereto and incorporated herein by this reference.

10 10. The Property that is the subject matter of this action is in Clark County, Nevada.

11 11. On or about 4/21/2005, Catherine Rodriguez signed a Note in the principal amount of
12 \$269,000.00, which was secured by a Deed of Trust recorded on 4/27/2005 as document number
13 20050427-0003843 in the records of Clark County, Nevada. A copy of the Note (made at or near
14 the time of loan origination), Deed of Trust, and Assignment are attached hereto collectively as
15 Exhibit "1". The Note and Deed of Trust were subsequently assigned to THE BANK OF NEW
16 YORK MELLON F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR THE HOLDERS OF
17 THE CERTIFICATES, FIRST HORIZON MORTGAGE PASS-THROUGH CERTIFICATES
18 SERIES FHAMS 2005-AA5, BY FIRST HORIZON HOME LOANS, A DIVISION OF FIRST
19 TENNESSEE BANK NATIONAL MASTER SERVICER, IN ITS CAPACITY AS AGENT FOR
20 THE TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT.

21 FIRST CAUSE OF ACTION

22 (Judicial Foreclosure)

23 12. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 11 above,
24 as if fully set forth herein.

25 13. Counsel is informed and believes and on that basis alleges that Defendant, Catherine
26 Rodriguez, has defaulted under the terms of the Note and Deed of Trust by having failed and
27 refused to make monthly payments of \$1,547.17 (P&I) commencing with the payment due on
28

NV-11-478461-JUD

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LAS VEGAS, NV 89123
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Email NVJud@McCarthyHolthus.com

1 12/1/2009 and in subsequent months. Counsel is informed and believes that the delinquent
2 monthly installments total \$46,415.10 exclusive of associated fees, costs and advances.

3 14. The Deed of Trust provides that, if the Trustor defaults in paying any indebtedness
4 secured by the Deed of Trust, or in the performance of any agreement in the subject agreement or
5 Deed of Trust, the entire principal and interest secured by the Deed of Trust will, upon notice to
6 the Borrower, become immediately due and payable.

7 15. Pursuant to the terms of the Note and Deed of Trust and the acceleration letter attached
8 hereto as Exhibit "2", THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW
9 YORK AS TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON
10 MORTGAGE PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST
11 HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL
12 MASTER SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE
13 POOLING AND SERVICING AGREEMENT, has declared all sums immediately due and
14 payable and accelerated all sums due.

15 16. THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS
16 TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE
17 PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON
18 HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER
19 SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING
20 AND SERVICING AGREEMENT is entitled to foreclose on its interest in the property.

21 17. THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS
22 TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE
23 PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON
24 HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER
25 SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING
26 AND SERVICING AGREEMENT is entitled to an award of its attorney's fees and costs pursuant
27 to the terms of the Note and Deed of Trust, including post-judgment attorney's fees and costs.

28

NV-11-478461-JUD

1 18. THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS
2 TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE
3 PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON
4 HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER
5 SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING
6 AND SERVICING AGREEMENT's lien is prior and paramount to the interest of any Defendants
7 hereto, and all such subordinate interests should be eliminated by this foreclosure action. THE
8 BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR
9 THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE PASS-
10 THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON HOME
11 LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER SERVICER, IN
12 ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING AND
13 SERVICING AGREEMENT is entitled to judgment foreclosing the interests of any Defendant
14 hereto in the Property and forever barring that interest, and that of any successors, assigns or
15 heirs.

16 19. THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS
17 TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE
18 PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON
19 HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER
20 SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING
21 AND SERVICING AGREEMENT is entitled to the appointment of a receiver to protect the
22 Property from neglect and waste during the pendency of this action and to collect any rents to
23 which any Defendants would be entitled.

24 20. THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS
25 TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE
26 PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON
27 HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER
28 SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING

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Email NVJud@McCarthyHolthus.com

1 AND SERVICING AGREEMENT is entitled to decree or judgment of the court directing a sale
2 of the encumbered property and application of the proceeds of sale as provided in NRS 40.462.

3 21. THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS
4 TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE
5 PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON
6 HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER
7 SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING
8 AND SERVICING AGREEMENT is entitled to a judgment permitting it to bid all or part of its
9 judgment at sale.

10 SECOND CAUSE OF ACTION

11 (Deficiency Judgment on Deed of Trust)

12 22. Plaintiff incorporates and re-alleges the allegations of paragraphs 1 through 21 above,
13 as if fully set forth herein.

14 23. If a Borrower has obtained a bankruptcy discharge then no deficiency will be sought.
15 If there has been no discharge and a deficiency remains after the application of proceeds from the
16 sale, plaintiff is entitled to seek a deficiency judgment against the Borrower(s), pursuant to NRS
17 40.455.

18 A. Against Defendants, Catherine Rodriguez, for the minimum sum of \$269,000.00,
19 plus all post-filing advances, costs and attorney's fees, and interest from 12/1/2009 until paid in
20 full, plus post-judgment interest on advances, costs and attorney's fees from the date each was due
21 until paid in full, for its costs incurred herein, including post-judgment costs, for its attorney's
22 fees, including post-judgment attorney's fees, pursuant to the terms of the Note and Deed of
23 Trust, and for such other and further relief as the Court deems just and proper.

24 B. Against Defendants Catherine Rodriguez, Republic Services, City of Las Vegas
25 Does I-X inclusive and Roes 1-10 inclusive, individually and collectively, jointly and severally as
26 follows:

27 (1) That the sums prayed for and alleged to be secured by the Property are
28 secured and that the Deed of Trust is a valid lien on the Property described in the Complaint and

NV-11-478461-JUD

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Email NVJud@McCarthyHolthus.com

1 on the whole thereof, and on the rents, issues, and profits of the Property, and all buildings and
2 improvement thereon and fixtures attached thereto as used in connection with the Property;

3 (2) That the Deed of Trust be declared superior to any right, title, interest, lien,
4 equity or estate of the Defendants;

5 (3) That it be adjudged and decreed that said Deed of Trust be foreclosed and a
6 decree or judgment of the court directing a sale of the encumbered property and application of the
7 proceeds of sale as provided in NRS 40.462 in satisfaction of the judgment herein;

8 (4) That the Defendants, and all persons claiming by, through or under them, or
9 any of them, be foreclosed of and forever barred from any and all right, title, claim, interest, or
10 lien in or to the Property or with respect thereto except such rights of redemption as they may
11 have by law;

12 (5) That THE BANK OF NEW YORK MELLON F/K/A THE BANK OF
13 NEW YORK AS TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST
14 HORIZON MORTGAGE PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY
15 FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL
16 MASTER SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE
17 POOLING AND SERVICING AGREEMENT is granted any further relief in satisfaction of the
18 judgment as may be permitted under Nevada law;

19 (6) That THE BANK OF NEW YORK MELLON F/K/A THE BANK OF
20 NEW YORK AS TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST
21 HORIZON MORTGAGE PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-AA5, BY
22 FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL
23 MASTER SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE
24 POOLING AND SERVICING AGREEMENT is entitled at its discretion to the appointment of a
25 receiver to protect the Property from neglect and waste during the pendency of this action and to
26 collect any rents to which any Defendants would be entitled;

27 (7) That if the proceeds of the sale do not satisfy Plaintiffs' judgment in full,
28 the Plaintiff may amend its complaint to seek a deficiency judgment against Defendants,

NV-11-478461-JUD

MCCARTHY & HOLTHUS, LLP
ATTORNEYS AT LAW
2510 WEST LAS VEGAS AVENUE, SUITE 110
LAS VEGAS, NV 89117
TELEPHONE (702) 885-0220/Facsimile (866) 335-3891
Email NVJuc@McCarthyHolthus.com

1 Catherine Rodriguez for the deficiency; No deficiency judgment shall be sought against
2 Defendants, Republic Services, or City of Las Vegas.

3 (8) For its costs incurred herein, including post-judgment costs;

4 (9) For its attorney's fees, including post-judgment fees, pursuant to the Note
5 and Deed of Trust; and

6 (10) For any other further relief as this court deems just and proper.

7 Dated: May 3rd, 2012

Respectfully submitted,
MCCARTHY & HOLTHUS, LLP

8
9
10 By: Stephanie Richter
Stephanie Richter (NSB# 12075)
11 Kristin A. Schuler-Hintz (NSB# 7171).

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NV-11-478461-JUD

MCCARTHY & HOLTHUIS, LLP
ATTORNEYS AT LAW
9510 WEST SABARA, SUITE 110
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TELEPHONE (702) 888-0330/Facsimile 888-330-9891
Email NVJud@McCarthyHolhuis.com

VERIFICATION

I, Stephanie Richter, Esq., am one of the attorneys for Petitioner, THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE PASS-THROUGH CERTIFICATES SERIES PHAMS 2005-AA5, BY FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT. Such party is absent from the county aforesaid where such attorneys have their office and I make the verification for and on behalf of that party for that reason. I have read the Complaint for Judicial Foreclosure and know its contents. I am informed, believe, and on that ground allege the matters stated are true.

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

Date: May 3, 2012

By: Stephanie Richter

Stephanie Richter (NSB #12075)
Kristin A. Schuler-Hintz (NSB# 7171)
9510 West Sabara, Suite 110
Las Vegas, NV 89117

NV-11-478461-JUD

EXHIBIT "1"

REDACTED

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

April 21st, 2005

HENDERSON

NEVADA

[Date]

[City]

[State]

6945 SWEET PECAN STREET, LAS VEGAS, Nevada 89149
[Property Address]

I hereby certify that this is a true and exact copy of the original. Old Republic Title

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S.\$ "Principal", plus interest, to the order of Lender. Lender is FIRST HORIZON HOME LOAN CORPORATION.

269,000.00

(this amount is called

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.625%. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on June 1st, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1st, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 809
MEMPHIS, TN 38101

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S.\$ 1,260.94. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

1205-HSRN (0210)

Form 3520 1/01

VMP MORTGAGE FORMS - (800) 521-7291

Page 1 of 4

Initials: *CAL*



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4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of May, 2010, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.625 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO & 00/100 percentage point(s) (2.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 11.625 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

REDACTED

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

REDACTED

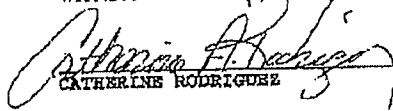
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


CATHERINE RODRIGUEZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

REDACTED

INTEREST ONLY ADDENDUM TO ADJUSTABLE RATE NOTE

THIS ADDENDUM is made this 21st day of April, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to FIRST HORIZON HOME LOAN CORPORATION (the "Lender").

THIS ADDENDUM supercedes Section 3(A), 3(B), 4(C) and 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 120 payments (the "Interest Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 240 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the first day of each month beginning on June 1st, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on May 1st, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make my payments at PO BOX 809, MEMPHIS, TN 38101, or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,260.94. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding percentage points (2.250 %) to the Current Index. TWO AND ONE-QUARTER. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During this Interest Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest on the lower principal balance. At the end of the Interest Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest Only Period, my payment amount will not be reduced due to voluntary prepayments.


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7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

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

 04-22-05
CATHERINE RODRIGUEZ Date

Date

Date

Date

Date

Date

Date

Date



20050427-0003843

Fee: \$36.00
N/C Fee: \$0.00

04/27/2005 14:01:32
T20050877114

Requestor:
OLD REPUBLIC TITLE COMPANY OF NEVADA

Frances Deane ARD
Clark County Recorder Pas: 23

Assessor's Parcel Number:
County: 125-20-212-037 City:
Return To:
FPHLC - POST CLOSING MAIL ROOM

(23)

1555 W. WALNUT HILL LN. #200 MC 6712
IRVING, TX 75038
Prepared By: FIRST HORIZON HOME LOAN CORPORATION

7375 PRAIRIE FALCON DR STE 120
LAS VEGAS, NV 89128
Recording Requested By:
FIRST HORIZON HOME LOAN CORPORATION
4000 HORIZON WAY
IRVING, TX 75063

44

51160035826M

[Space Above This Line For Recording Data]

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DEED OF TRUST

MIN

100085200533345205

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 21st, 2005 together with all Riders to this document.

(B) "Borrower" is
CATHERINE RODRIGUEZ , An Unmarried Woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is FIRST HORIZON HOME LOAN CORPORATION

Lender is a CORPORATION
organized and existing under the laws of THE STATE OF KANSAS

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

Form 3029 1/01

VMP-6A(NV) (0307)

Page 1 of 15

Initials: CAC

VMP Mortgage Solutions (800)521-7291



Lender's address is 4000 Horizon Way, Irving, Texas 75063

(D) "Trustee" is OLD REPUBLIC TITLE
140 N. STEPHANIE ST., HENDERSON, NV 89074

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

(F) "Note" means the promissory note signed by Borrower and dated April 21st, 2005
The Note states that Borrower owes Lender

TWO HUNDRED SIXTY NINE THOUSAND & 00/100 Dollars
(U.S. \$ 269,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than MAY 1, 2035

(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 checked="" 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 time

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6A(NV) (0307)

Page 2 of 15

Initials: CAR

Form 3029 1/01

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]

All that tract or parcel of land as shown on Schedule "A" attached hereto which is incorporated herein and made a part hereof.

Parcel ID Number: County: 125-20-212-037 City: which currently has the address of
6845 SWZET PECAN STREET [Street]
LAS VEGAS [City], Nevada 89149 [Zip Code]

("Property Address"):

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

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

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6A(NV) (0307)

Page 3 of 15

Initials: CAR

Form 3029 1/01

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

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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

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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

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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. \$ Varies per investor

REDACTED

6A(NV) (0307)

Page 13 of 15

Initials: *ML*

Form 3029 1/01

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:

Catherine Rodriguez (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

REDACTED
ONE - GA (NV) (0307)

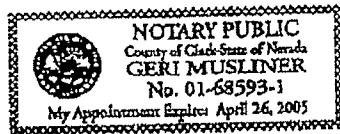
Page 14 of 15

Form 3029 1/01

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on April 22, 2005 by

CATHERINE RODRIGUEZ




Geri Musliner

Mail Tax Statements To: TOTAL MORTGAGE SOLUTIONS, LP
1555 W. WALNUT HILL LANE, SUITE 200A
IRVING, TX 75038

REDACTED

UNSP-6A(NV) (0307)

Page 15 of 15

Initials 

Form 3029 1/01

Order No. : 5116003582-GM

EXHIBIT "A"

The land referred to is situated in the State of Nevada, County of Clark,
City of Las Vegas, and is described as follows:

Lot 37 in Block 3 of Concordia @ Deer Springs Unit 3, as shown by map
thereof on file in Book 112 of Maps, Page 28, in the Office of the County
Recorder, Clark County, Nevada.

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 21st day of April, 2005, 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
FIRST HORIZON HOME LOAN CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
6845 SWEET PECAN STREET, LAS VEGAS, Nevada 89149

[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 PER CCR'S

(the "Declaration"). The Property is a part of a planned unit development known as
CONCORDIA @ DEER SPRINGS

[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.

REDACTED

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

VAMP-7R (0411)

Page 1 of 3

Initials: CHP

VMP Mortgage Solutions, Inc. (800)521-7291



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.

REDACTED

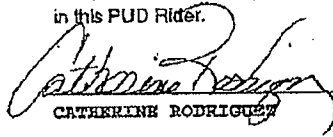
LAND-7R (0411)

Page 2 of 3

Initials: CAF

Form 3150 1/01

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


CATHERINE RODRIGUEZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

REDACTED

VMP-7R (0411)

Page 3 of 3

Form 3150 1/01

ADJUSTABLE RATE RIDER

REDACTED

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 21st day of April, 2005 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to FIRST HORIZON HOME LOAN CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at:

6845 SWEET PECAN STREET
LAS VEGAS, NV 89149

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.625 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of May, 2010 and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-QUARTER percentage points (2.250 %) to the Current Index. The Note Holder will then round the result of

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*) - Single Family - Fannie Mae Uniform Instrument

VMP-838R (0402) Form 313B 1/01

Page 1 of 3

Initials: JAP

VMP Mortgage Solutions, Inc.

(800)521-7291



this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The Interest rate I am required to pay at the first Change Date will not be greater than 11.625 % or less than 2.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two \pm 00/100 percentage points

(2.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 11.625 %.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

REDACTED
VMP-838R (0402)

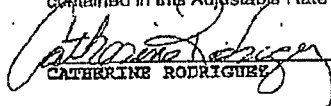
Page 2 of 3

Initials: BAR

Form 3138 1/01

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

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

 (Seal) _____ (Seal)
CATHERINE RODRIGUEZ -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

REDACTED
UMP-638R (0402)

Page 3 of 3

Form 3138 1/01

**INTEREST ONLY ADDENDUM
TO ADJUSTABLE RATE RIDER**

THIS ADDENDUM is made this 21st day of April, 2005, and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as this Addendum executed by the undersigned and payable to **FIRST HORIZON HOME LOAN CORPORATION** (the "Lender").

THIS ADDENDUM supercedes Section 4(C) of the Rider. None of the other provisions of the Rider are changed by this Addendum.


4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-QUARTER** percentage points (**2.250** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D), this rounded amount will be my new interest rate until the next Change Date.

During this Interest Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest on the lower principal balance. At the end of the Interest Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest Only Period, my payment amount will not be reduced due to voluntary prepayments.

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

 **0422-05**

CATHERINE RODRIGUEZ Date

Date

Date

Date

Date

Date

Date

Date

REDACTED

Interest Only Addendum to ARM Rider

Page 1 of 1

FH6D03U 9/04

APN: 125-20-212-037

Recording requested by:

When recorded mail to:

MetLife Home Loans a division of MetLife
Bank NA
4000 Horizon Way
Foreclosure Dept. #6205
Irving, TX 75063

Inst#: 201006160002631

Fees: \$15.00

N/C Fee: \$25.00

06/16/2010 12:24:11 PM

Receipt #: 390718

Requestor:

UTLS DEFAULT SERVICES

Recorded By: DXI Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for recorder's use

APN: 125-20-212-037

TS # NV-10-351356-NF

Order # 30240344

Investor No.

REDACTED

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to

The Bank of New York Mellon / The Bank of New York, as Trustee for the holders of the
Certificates, First Horizon Mortgage Pass-Through Certificates Series FHAMS 2005-AA5, by First
Horizon Home Loans, a division of First Tennessee Bank National Association, Master Servicer, in
its capacity as agent for the Trustee under the Pooling and Servicing Agreement

All beneficial interest under that certain Deed of Trust dated 4/21/2005 executed by CATHERINE
RODRIGUEZ, AN UNMARRIED WOMAN, as Trustor(s) to OLD REPUBLIC TITLE, as Trustee and
recorded as Instrument No. 20050427-0003843, on 4/27/2005, in Book XXX, Page XXX of Official
Records, in the office of the County Recorder of CLARK County, NV together with the Promissory Note
secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Dated: 5-24-2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. AS NOMINEE FOR FIRST HORIZON HOME LOAN
CORPORATION

By: [Signature]
Wanda Collier
Assistant Secretary

State of Texas
County of Dallas

On 5-24-10 before me, Sherian Hopkins the undersigned Notary Public, personally appeared Wanda Collier personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(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.

WITNESS my hand and official seal

Signature [Signature]

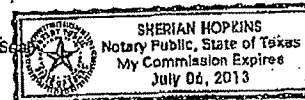


EXHIBIT "2"



03/20/2012

Sent Via Certified Mail
7196 9006 9295 8655 0711

CATHERINE RODRIGUEZ
6845 SWEET PECAN ST
LAS VEGAS, NV 89149-3040

Loan Number:
Property Address: 6845 SWEET PECAN STREET
LAS VEGAS, NV 89149

Dear CATHERINE RODRIGUEZ :

You are hereby provided formal notice by Nationstar Mortgage, LLC, the Servicer of the above-referenced loan, on behalf of First Tennessee Bank National Association, the Creditor to whom the debt is owed, that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.), for failure to pay the required installments when due.

This letter serves as further notice that Nationstar Mortgage, LLC intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is 04/24/2012 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, we shall accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which notice may be required prior to foreclosure.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

As of 03/20/2012 the amount of the debt that we are seeking to collect is \$36,242.41, which includes the sum of payments that have come due on and after the date of default 12/01/2009, any late charges, periodic adjustments to the payment amount (if applicable) and expenses of collection. Because of interest, late charges, and other charges or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact Nationstar Mortgage, LLC at (888) 480-2432 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your 04/01/2012 installment is still due on 04/01/2012 (or if



GEN_NO1
Page 1 of 3

7196 9006 9295 8655 0711

said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). In addition, any subsequent advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Please disregard this notice if a payment sufficient to cure the default has already been sent.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. If, at any time, you make a written request to us not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice.

Nationstar Mortgage, LLC would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. To obtain a list of HUD approved counseling agencies, please call (800) 569-4287 or by visiting <http://www.hud.gov/offices/hsp/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at (888) 995-HOPE (4673).

Attention Servicemembers and dependents: The Federal Servicemembers' Civil Relief Act ("SCRA") and certain state laws provide important protections for you, including prohibiting foreclosure under most circumstances. If you are currently in the military service, or have been within the last nine (9) months, AND joined after signing the Note and Security Instrument now in default, please notify Nationstar Mortgage, LLC immediately. When contacting Nationstar Mortgage, LLC as to your military service, you must provide positive proof as to your military status. If you do not provide this information, it will be assumed that you are not entitled to protection under the above-mentioned Act.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by Nationstar Mortgage, LLC. Nationstar Mortgage, LLC requests that all payments be made in certified funds, cashier's check or money order(s) payable to and mailed to Nationstar Mortgage, LLC at PO Box 650783, Dallas TX 75265-0783. You may contact Nationstar Mortgage, LLC at (888) 480-2432 should you have servicing questions regarding your account or by mail at 350 Highland Drive, Lewisville, TX 75067-4177. You may have options available to you to help you avoid foreclosure. Please contact Nationstar Mortgage, LLC's Loss Mitigation Department at (888) 480-2432 or by visiting www.nationstarmtg.com for additional information and to see what options are available to you.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Sincerely,

Viviana Acosta
Assigned Foreclosure Prevention Specialist
Nationstar Mortgage, LLC
(800)766-7751 ext. 6874

350 Highland Drive
Lewisville, TX 75067

Unless you notify us within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within thirty days after the receipt of this notice, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.



GEN_NOI
Page 3 of 3

7196 9006 9295 8655 0711

CIVIL COVER SHEET A-12-661179-C

Clark County, Nevada

XXXI

Case No.

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): THE BANK OF NEW YORK MELLON
F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR THE HOLDERS OF
THE CERTIFICATES, FIRST HORIZON MORTGAGE PASS-THROUGH
CERTIFICATES SERIES FHAMS 2005-AA5, BY FIRST HORIZON HOME
LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL MASTER
SERVICER, IN ITS CAPACITY AS AGENT FOR THE TRUSTEE UNDER THE
POOLING AND SERVICING AGREEMENT

Attorney (name/address/phone):
Kristin A. Schuler-Hintz, Esq., SBN 7171
Stephanie Richter, Esq., SBN 12075
McCarthy & Holthus, LLP
9510 W. Sahara Ave., Suite 110
Las Vegas, NV 89117
Phone (702) 685-0329
Email: NVJud@McCarthyHolthus.com

Defendant(s) (name/address/phone): Catherine Rodriguez /
6845 SWEET PECAN STREET, LAS VEGAS, NV 89149

Republic Services / C/O The Corporation Trust Company of
Nevada / 311 S Division St, Carson City, NV 89703

City of Las Vegas / 200 Lewis Avenue, Las Vegas, NV 89101

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 checked="" type="checkbox"/> Title to Property <input checked="" type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input 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	<p>Negligence</p> <input type="checkbox"/> Negligence - Auto <input type="checkbox"/> Negligence - Medical/Dental <input type="checkbox"/> Negligence - Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence - Other <p>Product Liability</p> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <p>Intentional Misconduct</p> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <p>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 </p>
Probate	Other Civil Filing Types
<p>Estimated Estate Value: _____</p> <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 <p><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"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters </p>

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

☐ NRS Chapters 78-88
☐ Commodities (NRS 90)
☐ Securities (NRS 90)

☐ Investments (NRS 104 Art. 8)
☐ Deceptive Trade Practices (NRS 598)
☐ Trademarks (NRS 600A)

☐ Enhanced Case Mgmt/Business
☐ Other Business Court Matters

5/2/12

Stephanie Richter