

1 Robert B. Noggle, Esq.
2 Nevada Bar No.: 11427
3 Alex Ghibaudo, Esq.
4 Nevada Bar No.: 10592
5 NOGGLE LAW PLLC
6 376 East Warm Springs Rd., Ste. 140
7 Las Vegas, Nevada 89119
8 PH: 702-450-6300/Fax: 702-642-9766
9 *Attorneys for Plaintiff*

Electronically Filed
Jan 20 2016 12:38 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

10 **IN THE SUPREME COURT OF NEVADA**

11 KENNETH RENFROE,

Supreme Ct. No. 68907
Dist. Ct. No. A-14-700520-C

12 Appellants,

**RESPONSE TO ORDER TO
SHOW CAUSE**

13 v.

14 LAKEVIEW LOAN SERVICING,
15 LLC,

16 Respondents.

17 **Points and Authorities**

18
19 On December 22nd, 2015, this Court issued an Order to Show Cause why
20 the above referenced appeal should not be dismissed. As this Court notes, entry
21 of default judgment was never entered against two named Defendants, Brian
22 Ferguson and Jennifer Ferguson. Nevertheless, the case was dismissed and
23 statistically closed upon a motion to dismiss filed by Lakeview Loan Servicing
24 which was granted by the court below.
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1 As this Court suggested could be done in its order, the matter has been
2 addressed by filing an ex parte application for entry of default judgment and for
3 a prove up hearing. Attached to this response is a copy of that application and
4 prove of its filing. A date for a prove-up hearing is set for February 3rd, 2016 at
5 9:00 a.m. in district court department III. Also, an order shortening time has
6 been requested. Attached as **Exhibit 1, 2, and 3** is the ex parte motion for
7 default judgment and notice of prove up with proof, ex parte application for an
8 order showing time, and order shortening time, respectively. Attached with
9 **Exhibit 1** is proof that the documents were delivered to District Court
10 Department III. This response will be supplemented when the hearing takes
11 place and the court below issues an order.

12
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15
16 DATED this 15th day of January, 2016.

17
18 NOGGLE LAW PLLC

19
20 By: / s / Alex Ghibaud, Esq. /
21 Alex Ghibaud, Esq.
22 Nev. Bar No. 10592
23 376 East Warm Springs Road, Ste. 140
24 Las Vegas, Nevada 89119
25 *Attorney for Plaintiff*

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25, on December 20th, 2016 the RESPONSE TO
ORDER TO SHOW CAUSE was served upon each of the parties to appeal
68907 via electronic service through the Supreme Court of Nevada's electronic
filing.

/s/ Alex Ghibauda, Esq.

An Employee of NOGGLE LAW, PLLC

Exhibit 1

Exhibit 1

From: onlineorders@JunesLegal.com
Sent: Tuesday, January 19, 2016 10:22 AM
To: Information@nogglelaw.com
Subject: New Delivery Work Order request received



New Delivery Work Order request received

A new Delivery Work Order request has been received by the EWay system

System-generated email - do not reply to this message!

Work Order Id: DR-198423

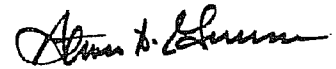
Description: EX PARETE APP. FOR AN ORDER SHORTENING TIME

Internal Reference Number: A-14-700520-C

Case Number: A-14-700520-C

Courts: District

Specific Instructions: PLEASE DELIVER EX PARTE APP. FOR AN ORDER SHORTENING TIME TO DC DEPT. 3 FOR JUDGE'S SIGNATURE. AND RETURN TO OUR OFFICE ONCE COMPLETED.



CLERK OF THE COURT

AFDJ

Robert B. Noggle, Esq.

Nevada Bar No.: 11427

Alex Ghibaud, Esq.

Nevada Bar No.: 10592

NOGGLE LAW PLLC

376 East Warm Springs Rd., Ste. 140

Las Vegas, Nevada 89119

PH: 702-450-6300/Fax: 702-642-9766

Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

KENNETH RENFROE,

Plaintiff,

vs.

LAKEVIEW LOAN SERVICING, LLC;
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON AND JENNIFER L. FERGUSON;

Defendants.

CASE NO.: A-14-700520-C
DEPT NO.: III

Ex Parte Application for Judgment by Default and Notice of Prove Up Hearing

Plaintiff, Kenneth Renfroe through his attorney, Alex Ghibaud, Esq., of Noggle Law, PLLC, hereby files this ex parte application for judgment by default against Defendants Brian Ferguson and Jennifer Ferguson. This application is based upon all papers, records, and pleadings on file herein, the attached Memorandum of Costs and Disbursements, the Affidavit of Kenneth Renfroe, and any other exhibits attached hereto.

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TO: Their respective counsel of record

YOU AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the foregoing Civil Prove-
Up Hearing for Entry of Default Judgment against Brian Ferguson and Jennifer Ferguson before the
above entitled Court, Department III, on the 03 day of Feb., 2016, at 9:00^{AM} or
as soon thereafter as counsel can be heard.

DATED this 13th day of January, 2016.

By: / s / Alex Ghibardo, Esq. /
 Alex Ghibardo, Esq.
 Nev. Bar No. 10592
 376 East Warm Springs Road, Ste. 140
 Las Vegas, Nevada 89119
Attorney for Plaintiff

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Points and Authorities

I. Introduction

Plaintiff, Kenneth Renfroe, hereby applies to the Court for Judgment by Default against Defendants, Brian Ferguson and Jennifer Ferguson, due to Defendants' failure to file an Answer on this case. Plaintiff filed the Complaint in this case on May 9th, 2014. A copy of the Complaint is attached hereto as **Exhibit 1**. The Summons and Complaint were served upon Defendants Brian Ferguson and Jennifer Ferguson by publication. Publication of the complaint ran in the Nevada Legal News from September 19, 2014 to October 17, 2014. An amended affidavit of publication was filed on November 17, 2014 and is attached hereto as **Exhibit 2**. Since publication, Defendants have failed to file an Answer or other responsive pleading. Defaults were entered against Defendants Jennifer Ferguson and Brian Ferguson on November 14, 2014 and November 24, 2014, respectively. Copies of the Defaults are attached as **Exhibit 3**.

II. Summary of Facts

Plaintiff, Kenneth Renfroe, is the owner of the real property commonly known as 7736 Beach Falls Court, Las Vegas, Nevada 89149. Plaintiff obtained title by way of foreclosure deed recorded on April 21, 2014. A copy of this deed is attached as **Exhibit 4**. The plaintiff's title stems from a foreclosure deed arising from a delinquency in assessments due from the former owner to the Desert Creek Homeowners Association, pursuant to NRS Chapter 116.

Defendants, Brian Ferguson and Jennifer Ferguson, are the homeowners whose home was foreclosed due to delinquent assessments. A copy of their trust deed is attached here as **Exhibit 5**. That deed of trust was subsequently assigned on September 26, 2013. A copy of the assignment of the trust deed is **Exhibit 6**. The deed of trust was extinguished by the foreclosure of the HOA assessment lien. Plaintiff, however, was compelled to file an action to quiet title.

1 Lakeview Loan Servicing, a co-defendant in the above entitled action, filed a motion to
2 dismiss the matter. The court granted Lakeview Loan Servicing's motion. See Attached **Exhibit 7**,
3 order granting Lakeview Loan Servicing, LLC's motion to dismiss. Plaintiff appealed this decision
4 by filing a notice of appeal on September 24, 2015. See **Exhibit 8**.

5
6 On December 22, 2015, the Nevada Supreme Court issued an Order to Show Cause why the
7 appeal should not be dismissed because, the Court stated:

8 It does not appear that the district court has entered a final, written judgment that
9 adjudicates all the rights and liabilities of all the parties, and the district court did not
10 certify its order as final pursuant to NRCP 54(b).

11 See **Exhibit 9**, Order to Show Cause. In that order, the Court indicated that the defect may be cured
12 by securing a default judgment against the remaining Defendants Brian and Jennifer Ferguson.

13 Hence, the instant motion.

14 **III. Conclusion**

15 For the foregoing reasons Plaintiff requests that Default Judgment be entered against
16 Defendants Brian Ferguson and Jennifer Ferguson, and that costs in the amount of \$616.00 be
17 awarded. See **Exhibit 10**, Memorandum of Fees and Costs.

18
19 DATED this 13th day of January, 2016.

20 NOGGLE LAW PLLC

21
22 By: /s/ Alex Ghibaud, Esq. /
23 Alex Ghibaud, Esq.
24 Nev. Bar No. 10592
25 376 East Warm Springs Road, Ste. 140
26 Las Vegas, Nevada 89119
27 *Attorney for Plaintiff*
28

1 **AFFT**

2 Robert B. Noggle, Esq.

3 Nevada Bar No.: 11427

4 Alex Ghibaud, Esq.

5 Nevada Bar No.: 10592

6 NOGGLE LAW PLLC

7 376 East Warm Springs Rd., Ste. 140

8 Las Vegas, Nevada 89119

9 PH: 702-450-6300/Fax: 702-642-9766

10 *Attorney for Plaintiff*

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DISTRICT COURT
CLARK COUNTY, NEVADA

KENNETH RENFROE,

Plaintiff,

vs.

LAKEVIEW LOAN SERVICING, LLC;
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON AND JENNIFER L. FERGUSON;

Defendants.

CASE NO.: A-14-700520-C
DEPT NO.: III

AFFIDAVIT OF KENNETH RENFROE

STATE OF NEVADA)
COUNTY OF CLARK) ss:

Kenneth Renfroe, being first duly sworn, deposes and says;

1. Affiant is the Plaintiff in the above-entitled action and makes this affidavit based upon personal knowledge;
2. The complaint was filed on May 9th, 2014;
3. The Summons and Complaint were served upon Defendants Brian Ferguson and Jennifer Ferguson by publication. Publication of the complaint ran in the Nevada Legal News

1 from September 19, 2014 to October 17, 2014. An amended affidavit of publication was
2 filed on November 17, 2014;

3 4. Since publication, Defendants have failed to file an Answer or other responsive pleading.
4 Defaults were entered against Defendants Jennifer Ferguson and Brian Ferguson on
5 November 14, 2014 and November 24, 2014, respectively;

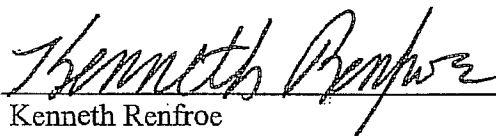
6 5. I am the owner of the real property commonly known as 7736 Beach Falls Court, Las
7 Vegas, Nevada 89149. I obtained title by way of foreclosure deed recorded on April 21,
8 2014;

9 6. Title stems from a foreclosure deed arising from a delinquency in assessments due from
10 the former owner to the Desert Creek Homeowners Association, pursuant to NRS Chapter
11 116;

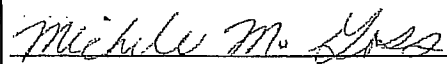
12 7. Defendants, Brian Ferguson and Jennifer Ferguson, are the homeowners whose home was
13 foreclosed due to delinquent assessments;

14 8. Affiant seeks default judgment granting quiet title;

15 9. If called upon to testify to the above facts, affiant could do so competently.
16
17
18

19 
20 Kenneth Renfroe
21

22 SUBSCRIBED and SWORN to before me
23 this 14 day of January, 2016.
24

25 
26 NOTARY PUBLIC in and for said
27 County and State
28

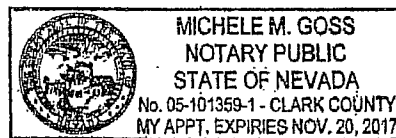


Exhibit 1

Exhibit 1

CIVIL COVER SHEET A-14-700520-C

Clark County, Nevada

III

Case No. _____

(Assigned by Clerk's Office)

I. Party Information

Plaintiff **KENNETH RENFROE**
 Attorney Robert Noggle, Esq.
 376 E. Warm Springs Road, Ste. 140
 Las Vegas NV 89119 (702) 450-6300

Defendants **LAKEVIEW LOAN SERVICING, LLC;**
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON and JENNIFER L. FERGUSON

Attorney N/A

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

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

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

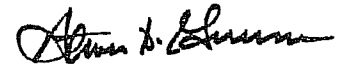
- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input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

May 9, 2014

Date

/ S / Robert Noggle, Esq. /

Signature of initiating party or representative



CLERK OF THE COURT

1 COMP

2 Robert B. Noggle, Esq.

3 Nevada Bar No.: 11427

4 LAW OFFICES OF

5 NOGGLE LAW PLLC

6 376 East Warm Springs Rd., Ste. 140

7 Las Vegas, Nevada 89119

8 PH: 702-450-6300/Fax: 702-642-9766

9 Attorney for Plaintiff.

10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 KENNETH RENFROE,

13 Plaintiff,

14 vs.

15 LAKEVIEW LOAN SERVICING, LLC;
16 RECONTRUST COMPANY, N.A.; BRIAN J.
17 FERGUSON and JENNIFER L. FERGUSON,

18 Defendants.

CASE NO.: A-14-700520-C

DEPT NO.: III

Exempt From Arbitration: Concerns Title to
Property

19 COMPLAINT

20 Plaintiff, Kenneth Renfroe, by and through his attorney, Robert B. Noggle, Esq., alleges as
21 follows:

- 22 1. Plaintiff is the owner of the real property commonly known as 7736 Beach Falls Court,
23 Las Vegas, Nevada.
- 24 2. Plaintiff obtained title by way of foreclosure deed recorded on April 21, 2014.
- 25 3. The plaintiff's title derives from a foreclosure deed arising from a delinquency in
26 assessments due from the former owner to the Desert Creek HOA, pursuant to NRS Chapter 116.
- 27 4. Defendant Lakeview Loan Servicing, LLC is the current beneficiary of a deed of trust
28 which was recorded as an encumbrance to the subject property on May 27, 2008.
5. Defendant Recontrust Company, N.A. is the trustee on the deed of trust.

1 6. Brian J. Ferguson and Jennifer L. Ferguson are the former owners of the subject real
2 property.

3 7. The interest of each of the defendants has been extinguished by reason of the foreclosure
4 sale resulting from a delinquency in assessments due from the former owners, Brian J. Ferguson and
5 Jennifer L. Ferguson to the Desert Creek HOA, pursuant to NRS Chapter 116.
6

7 8. The plaintiff is entitled to an award of attorney's fees and costs.

8 **FIRST CLAIM FOR RELIEF**

9 9. Plaintiff repeats the allegations contained in paragraphs 1 through 8.

10 10. Plaintiff is entitled to a determination from this court, pursuant to NRS 40.010 that the
11 plaintiff is the rightful owner of the property and that the defendants have no right, title, interest or
12 claim to the subject property.
13

14 11. The plaintiff is entitled to an award of attorney's fees and costs.

15 **SECOND CLAIM FOR RELIEF**

16 12. Plaintiff repeats the allegations contained in paragraphs 1 through 11.

17 13. Plaintiff seeks a declaration from this court, pursuant to NRS 40.010, that title in the
18 property is vested in plaintiff free and clear of all liens and encumbrances, that the defendants herein
19 have no estate, right, title or interest in the property, and that defendants are forever enjoined from
20 asserting any estate, title, right, interest, or claim to the subject property adverse to the plaintiff.
21

22 14. The plaintiff is entitled to an award of attorney's fees and costs.

23 WHEREFORE, plaintiff prays for Judgment as follows:
24

25 1. For a determination and declaration that plaintiff is the rightful holder of title to the
26 property, free and clear of all liens, encumbrances, and claims of the defendants.
27
28

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

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

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

DATED this 9th day of May, 2014.

NOGGLE LAW PLLC

By: /s/ Robert B. Noggle, Esq. /
Robert B. Noggle, Esq.
376 East Warm Springs Road, Ste. 140
Las Vegas, Nevada 89119.
Attorney for Plaintiff

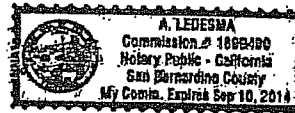
VERIFICATION

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN BERNARDINO)

KENNETH RENFROE, being first duly sworn, deposes and says: that he is the Plaintiff in the above-entitled action. He has read the foregoing complaint and knows the contents thereof, that the same is true of his own knowledge, except as to those matters therein alleged on information and belief, and as to those matters, he believes them to be true.

Dated this 9th day of April, 2014

Kenneth Renfro
By: KENNETH RENFROE



SUBSCRIBED and SWORN to before me
this 9 day of April, 2014

Aledesma
NOTARY

1 **IAFD**

2 Robert B. Noggle, Esq.
3 Nevada Bar No.: 11427
4 LAW OFFICES OF
5 NOGGLE LAW PLLC
6 376 East Warm Springs Rd., Ste. 140
7 Las Vegas, Nevada 89119
8 PH: 702-450-6300/Fax: 702-642-9766
9 Attorney for Plaintiff

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

8 **KENNETH RENFROE,**

9 Plaintiff,

CASE NO.:

DEPT NO.:

10 vs.

11
12 LAKEVIEW LOAN SERVICING, LLC;
13 RECONTRUST COMPANY, N.A.; BRIAN J.
14 FERGUSON AND JENNIFER L. FERGUSON,

Defendants

15 **INITIAL APPEARANCE FEE DISCLOSURE**

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

18 KENNETH RENFROE, plaintiff \$270

19 TOTAL REMITTED: \$270

20 DATED this 9th day of May, 2014.

21 LAW OFFICE OF
22 NOGGLE LAW PLLC

23 By: / s / Robert B. Noggle, Esq. /

24 Robert B. Noggle, Esq.

25 376 East Warm Springs Road, Ste. 140

26 Las Vegas, Nevada 89119

27 Attorney for Plaintiff

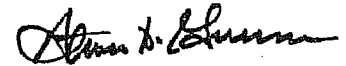
Exhibit 2

Exhibit 2

AFFP
A 700520-1

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11/17/2014 09:55:56 AM

Amended
Affidavit of Publication



CLERK OF THE COURT

STATE OF NEVADA }
COUNTY OF CLARK }

SS

DISTRICT COURT
CLARK COUNTY, NEVADA
CASE NO. A 700520 DEPT. NO. III
KENNETH RENFROE, Plaintiff(s),
-vs- LAKEVIEW LOAN SERVICING, LLC; RECONTRUST COMPANY, N.A.; BRIAN
J. FERGUSON and JENNIFER L. FERGUSON, Defendant(s).
SUMMONS - CIVIL

I, Rosalie Qualls state:

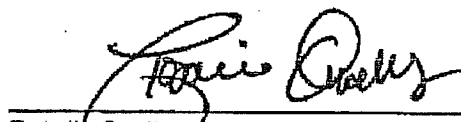
That I am Assistant Operations Manager of the Nevada
Legal News, a daily newspaper of general circulation,
printed and published in Las Vegas, Clark County,
Nevada; that the publication, a copy of which is attached
hereto, was published in the said newspaper on the
following dates:

Sep 19, 2014
Sep 26, 2014
Oct 03, 2014
Oct 10, 2014
Oct 17, 2014

That said newspaper was regularly issued and circulated
on those dates. I declare under penalty of perjury that the
foregoing is true and correct.

DATED: Oct 17, 2014

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 DEFENDANT(S): BRIAN J.
FERGUSON A civil Complaint has been filed by the Plaintiff(s) against you for the
relief set forth in the Complaint. Object of Action: This is a Complaint for Quiet Title
and Concerns Title to Property. 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 do
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(s) 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 in 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. STEVEN D. GRIERSON, CLERK OF COURT, By: ONDINA AMOS,
Deputy Clerk, Date SEP 17 2014, Regional Justice Center, 200 Lewis Avenue, Las
Vegas, NV 89101, Submitted By: By: ROBERT B. NOGGLE, ESQ., Nevada Bar No.:
11427, NOGGLE LAW PLLC., 376 E. Warm Springs Road Suite 140, Las Vegas,
NV 89119, (702) 450-6300/(702) 642-9766 FAX, Attorney for Plaintiff
Published in Nevada Legal News
September 19, 26, October 3, 10, 17, 2014



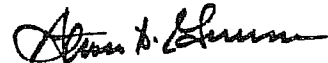
Rosalie Qualls

04108432 00381845 7026429766

ROBERT B. NOGGLE, ESQ.
NOGGLE LAW PLLC.
376 EAST WARM SPRINGS RD STE. 140
LAS VEGAS, NV 89119

Exhibit 3

Exhibit 3



CLERK OF THE COURT

1 **DFLT**

2 Robert B. Noggle, Esq.

3 Nevada Bar No.: 11427

4 NOGGLE LAW PLLC

5 376 East Warm Springs Rd., Ste. 140

6 Las Vegas, Nevada 89119

7 PH: 702-450-6300 | Fax: 702-642-9766

8 Attorney for Plaintiff

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

11 **KENNETH RENFROE,**

12 Plaintiff,

13 vs.

CASE NO.: A-14-700520-C

DEPT NO.: III

14 **LAKEVIEW LOAN SERVICING, LLC;**
15 **RECONTRUST COMPANY, N.A.; BRIAN J.**
16 **FERGUSON and JENNIFER L. FERGUSON,**

17 Defendants.

18 **DEFAULT**

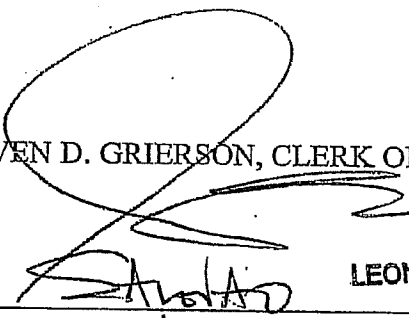
19 It appearing from the files and records in the above entitled action that **JENNIFER L.**
20 **FERGUSON**, defendant herein, being duly served with a copy of the summons and complaint on
21 September 16, 2014, September 23, 2014, September 30, 2014, October 7, 2014, and October 14,
22 2014, that more than 20 days, exclusive of the day of service, having expired since service upon the
23 defendant:

24 //

25 //

1 That no answer or other appearance having been filed and no further time having been
2 granted, the default of the above-named defendant for failing to answer or otherwise plead to the
3 plaintiff's complaint is hereby granted.
4

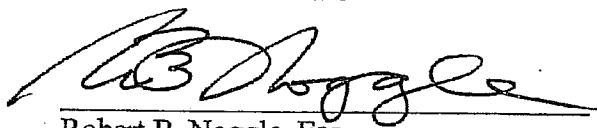
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6 STEVEN D. GRIERSON, CLERK OF THE COURT

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9 Deputy Clerk

Date

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LEONA ASIFOA

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11 NOGGLE LAW PLLC

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13 Robert B. Noggle, Esq.

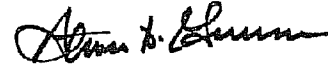
14 376 East Warm Springs Road, Ste. 140

15 Las Vegas, Nevada 89119

16 Attorney for Plaintiff
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1 **DFLT**

2 Robert B. Noggle, Esq.
3 Nevada Bar No.: 11427
4 NOGGLE LAW PLLC
5 376 East Warm Springs Rd., Ste. 140
6 Las Vegas, Nevada 89119
7 PH: 702-450-6300 | Fax: 702-642-9766
8 Attorney for Plaintiff



CLERK OF THE COURT

6 DISTRICT COURT
7 CLARK COUNTY, NEVADA

8 KENNETH RENFROE,

9 Plaintiff,

CASE NO.: A-14-700520-C
DEPT NO.: III

10 vs.

11 LAKEVIEW LOAN SERVICING, LLC;
12 RECONTRUST COMPANY, N.A.; BRIAN J.
13 FERGUSON and JENNIFER L. FERGUSON,

14 Defendants.

15 **DEFAULT**

16 It appearing from the files and records in the above entitled action that **BRIAN J. FERGUSON**,
17 defendant herein, being duly served with a copy of the summons and complaint on September 19,
18 2014, September 26, 2014, October 3, 2014, October 10, 2014, and October 17, 2014, that more than
19 20 days, exclusive of the day of service, having expired since service upon the defendant:
20

21 //

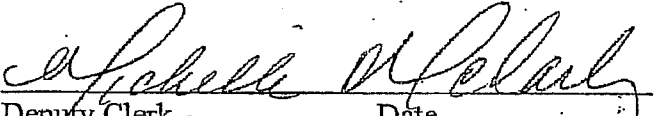
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CLERK OF THE COURT

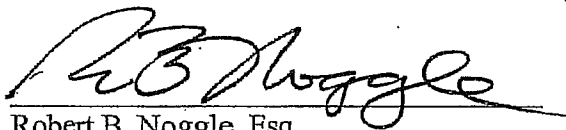
1 That no answer or other appearance having been filed and no further time having been
2 granted, the default of the above-named defendant for failing to answer or otherwise plead to the
3 plaintiff's complaint is hereby granted.
4

5
6 STEVEN D. GRIERSON, CLERK OF THE COURT

7
8 
9 Deputy Clerk Date
A700520 NOV 19 2014

10 NOGGLE LAW PLLC

11 MICHELLE MCCARTHY

12 

13 Robert B. Noggle, Esq.
14 376 East Warm Springs Road, Ste. 140
15 Las Vegas, Nevada 89119
16 Attorney for Plaintiff
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Exhibit 4

Exhibit 4

Inst #: 20140421-0000959
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$693.60 Ex: #
04/21/2014 12:59:26 PM
Receipt #: 1999198
Requestor:
FIRST PRIORITY TITLE SERVIC
Recorded By: CDE Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
Kenneth Renfro
PO Box 10081
San Bernardino, CA 92423-0081

FORECLOSURE DEED

APN # 125-28-816-020
Title Solutions, Inc. #732382

NAS # N74068

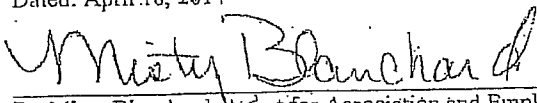
The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Desert Creek HOA), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded June 5, 2013 as instrument number 0003046 Book 20130605, in Clark County. The previous owner as reflected on said lien is Brian J Ferguson, Jennifer L Ferguson. Nevada Association Services, Inc. as agent for Desert Creek HOA does hereby grant and convey, but without warranty expressed or implied to: Kenneth Renfro (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: DESERT CREEK PHASE 2-UNIT 3, PLAT BOOK 58, PAGE 47, LOT 21, BLOCK 2 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Desert Creek HOA governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 10/11/2013 as instrument # 0002325 Book 20131011 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Desert Creek HOA at public auction on 4/18/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$20,000.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: April 18, 2014


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

STATE OF NEVADA)
COUNTY OF CLARK)

On April 18, 2014, before me, Susana E. Puckett, personally appeared Misty Blanchard personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)



(Signature)

Susana E. Puckett

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 125-28-816-020
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property \$ 20,000.00
b. Deed in Lieu of Foreclosure Only (value of property) _____
c. Transfer Tax Value: \$ 135,580.00
d. Real Property Transfer Tax Due \$ 693.60

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %
The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Marty Blanchard Capacity: Agent for HOA/NAS Employee

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Kenneth Renfro
Address: PO Box 10081
City: San Bernardino
State: California Zip: 92423-0081

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

Print Name: First Priority Title Service
Address: 2552 Walnut Ave, Ste 220
City: Tustin


Escrow # N/A
State: CA Zip: 92780

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Exhibit 5

Exhibit 5

Assessor's Parcel Number:
125-28-816-020
After Recording Return To:
COUNTRYWIDE BANK, FSB


20080527-0004865
Fee: \$26.00 RPTT: \$0.00
N/C Fee: \$25.00
05/27/2008 15:43:00
T20080098737
Requestor:
FIRST AMERICAN TITLE HOWARD
Debbie Conway CDO
Clark County Recorder Pgs: 13

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
PAULA M. ABATO
Recording Requested By:
D. DEL BALZO

COUNTRYWIDE BANK, FSB

10190 COVINGTON CROSS DR
#190
LAS VEGAS
NV 89144

_____[Space Above This Line For Recording Data]_____
NV3324603617703 107-2348206 00019246332605008
[Case #] [Escrow/Closing #] [Doc ID #]
Lender affirms that this instrument does not contain Personal Information as that term is defined in Nevada
Revised Statutes §603A.040.

State of Nevada

DEED OF TRUST

FHA Case No.
NV3324603617703

MIN 1001337-0003136153-1

THIS DEED OF TRUST ("Security Instrument") is made on MAY 14, 2008 . The
Grantor is
BRIAN J FERGUSON, AND JENNIFER L FERGUSON, HUSBAND AND WIFE AS
JOINT TENANTS

("Borrower").

FHA Nevada Deed of Trust with MERS - 4/96
MERS FHA Deed of Trust-NV
1004N-NV (11/07)(d/i)

Page 1 of 10

Amended 2/98



* 2 3 9 9 1 *



* 1 9 2 4 6 3 3 2 6 0 0 0 0 1 0 0 4 N *

CASE #: NV3324603617703

DOC ID #: 00019246332605008

The trustee is
RECONTRUST COMPANY, N.A.

225 W HILLCREST DRIVE, MSN: TO-02
THOUSAND OAKS, CA 91360

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). 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.

COUNTRYWIDE BANK, FSB

("Lender") is organized and existing under the laws of THE UNITED STATES, and whose address is

1199 North Fairfax St. Ste. 500
Alexandria, VA 22314

Borrower owes Lender the principal sum of

ONE HUNDRED SEVENTY TWO THOUSAND TWO HUNDRED NINETY SIX and
00/100.

Dollars (U.S. \$ 172,296.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 01, 2038. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in

CLARK

County, Nevada:

PARCEL I: LOT TWENTY-ONE (21) IN BLOCK TWO (2) OF DESERT CREEK PHASE II-UNIT 3, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 58 OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. PARCEL II: THE RIGHTS AND OBLIGATIONS FOR THE USE AND ENJOYMENT OF COMMON AREAS AS GRANTED TO DESERT CREEK OWNERS ASSOCIATION, A NEVADA NON-PROFIT CORPORATION, BY INSTRUMENT RECORDED FEBRUARY 20, 1990 IN BOOK 900220 OF OFFICIAL RECORDS AS DOCUMENT NO. 00320.

which has the address of

7736 BEACH FALLS CT, LAS VEGAS

[Street, City]

Nevada 89149-5175 ("Property Address");

[Zip Code]

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

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

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.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in

full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

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

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender 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 Paragraph 18, 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.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. § 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **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.

20. **Substitute Trustee.** Lender or its assigns may, from time to time, appoint another trustee, or trustees, to execute the trust created by the deed of trust or other conveyance it trust. A copy of a resolution of the board of directors of directors of Lender (if Lender is a corporation), certified by the secretary thereof, under its corporate seal, or an instrument executed and acknowledged by Lender (if Lender is a natural person), shall be conclusive proof of the proper appointment of such substituted trustee. Upon the recording of such certified copy or trustees shall be vested with all the title, interest, powers, duties and trust in the premises vested in or conferred upon the original trustee. If there be more than one trustee, either may act alone and execute the trusts upon the request of the Lender, and all his acts thereunder shall be deemed to be the acts of all trustees, and the recital in any conveyance executed by such request shall be conclusive evidence thereof, and of the authority of such sole trustee to act.

21. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 300.00

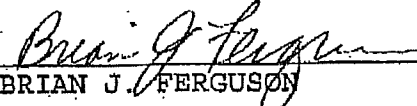
CASE #: NV3324603617703

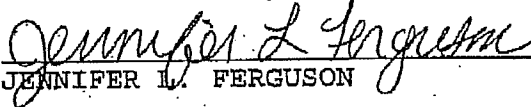
DOC ID #: 00019246332605008

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- | | |
|--|---|
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Growing Equity Rider |
| <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other [specify] |
| <input type="checkbox"/> Graduated Payment Rider | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.


BRIAN J. FERGUSON (Seal)
- Borrower


JENNIFER L. FERGUSON (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

CASE #: NV3324603617703

DOC ID #: 00019246332605008

STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me on May 15, 2008 by

Brian J. Fitzgerald & Jennifer L. Fitzgerald

Erika R. Calleros

Mail Tax Statements To:

TAX DEPARTMENT SV3-24

450 American Street
Simi Valley CA, 93065



PLANNED UNIT DEVELOPMENT RIDER

NV3324603617703

[Case #]

107-2348206

[Escrow/Closing #]

00019246332605008

[Doc ID #]

FHA Case No.

NV3324603617703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 14th day of MAY, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to COUNTRYWIDE BANK, FSB

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

7736 BEACH FALLS CT

LAS VEGAS, NV 89149-5175

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as DESERT CREEK OWNERS ASSOCIATION

[Name of Planned Unit Development]

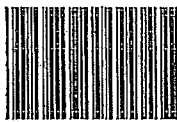
PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the

FHA PUD Rider

1589U-XX (11/07)(d/i)

Page 1 of 3



* 2 3 9 9 1 *



* 1 9 2 4 6 3 3 2 6 0 0 0 0 1 5 8 9 U *

CASE #: NV3324603617703

DOC ID #: 00019246332605008

Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods; and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary; then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard 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 for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C 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

CASE #: NV3324603617703

DOC ID #: 00019246332605008

the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

Brian J. Ferguson (Seal)
BRIAN J. FERGUSON - Borrower

Jennifer L. Ferguson (Seal)
JENNIFER L. FERGUSON - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

Exhibit 6

Exhibit 6

Recording Requested By:
Bank of America
Prepared By: Marcus Jones
800-444-4302

When recorded mail to:
CoreLogic
450 E. Boundary St.
Chapin, SC 29036



DocID# 12119246332637247
Tax ID: 125-28-816-020
Property Address:
7736 Beach Falls Ct
Las Vegas, NV 89149-5175
NVD-ADT 26648738 7/31/2013 LAK081A

Inst #: 201309260000999

Fees: \$18.00

N/C Fee: \$0.00

09/26/2013 10:26:11 AM

Receipt #: 1786680

Requestor:

CORELOGIC

Recorded By: MSH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto LAKEVIEW LOAN SERVICING, LLC whose address is 4425 PONCE DE LEON BLVD, MAILSTOP MS5/251 CORAL GABLES, FL 33146 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE
FOR COUNTRYWIDE BANK, FSB

Made By: BRIAN J FERGUSON, AND JENNIFER L FERGUSON, HUSBAND AND WIFE
AS JOINT TENANTS

Trustee: RECONTRUST COMPANY, N.A.

Date of Deed of Trust: 5/14/2008 Original Loan Amount: \$172,296.00

Recorded in Clark County, NV on: 5/27/2008, book N/A, page N/A and instrument number 20080527-0004865

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

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

AUG 01 2013

BANK OF AMERICA, N.A.

By: 

Tallensi Smith

Assistant Vice President

State of TX, County of DALLAS

On AUG 01 2013, before me, JOYE MARLINE KING, a Notary Public, personally appeared Tallensi Smith, ASSISTANT VICE PRESIDENT of BANK OF AMERICA, N.A. personally known to me to be the person(s) whose name(s) is/are subscribed to the within document 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 document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Joye Marline King

Notary Public: JOYE MARLINE KING
My Commission Expires: 02-02-2016

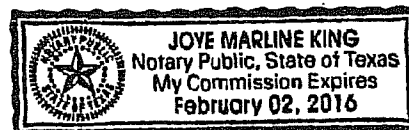
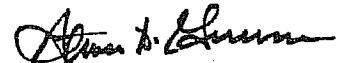


Exhibit 7

Exhibit 7



CLERK OF THE COURT

ORDR

DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
NATALIE L. WINSLOW, ESQ.
Nevada Bar No. 12125
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: darren.brenner@akerman.com

*Attorneys for Defendant
Lakeview Loan Servicing, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

KENNETH RENFROE,

Plaintiff,

v,

LAKEVIEW LOAN SERVICING, LLC;
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON AND JENNIFER L. FERGUSON,

Defendants.

Case No.: A-14-700520-C

Dept. No. III

**ORDER GRANTING LAKEVIEW LOAN
SERVICING, LLC'S MOTION TO
DISMISS**

This Court heard Lakeview Loan Servicing, LLC's motion to dismiss complaint based on the Supremacy and Property Clauses of the U.S. Constitution on January 21, 2015. Darren Brenner appeared on behalf of Lakeview Loan Servicing, LLC, and Paul Cullen appeared on behalf of Kenneth Renfro. The Court, having read the briefing and heard the arguments of counsel, finds as follows:

FINDINGS OF FACT

1. Brian and Jennifer Ferguson (the borrowers) purchased property located at 7736 Beach Falls Court, Las Vegas, Nevada 89149 in May of 2008.
2. The borrowers borrowed \$172,296.00 from Countrywide Bank, FSB to finance the purchase.
3. The deed of trust indicates it is an FHA insured mortgage, and contains an FHA case number.

1 4. The deed of trust states that mortgage insurance premiums must be paid to the Department of
2 Housing and Urban Development (HUD) and provides for how those payments will be applied in
3 the order of payments section of the deed of trust.

4 5. The FHA insured deed of trust was eventually assigned to Lakeview on August 1, 2013.

5 6. On June 5, 2013, Nevada Association Services, Inc. (NAS), as agent for Desert Creek HOA,
6 recorded a notice of delinquent assessment lien against the property.

7 7. On October 11, 2013, NAS, as agent for the HOA, recorded a notice of default.

8 8. NAS, as agent for the HOA, recorded a notice of foreclosure sale on February 25, 2014.

9 9. On April 18, 2014, NAS sold the property to Renfroe.

10 10. Per the foreclosure deed, Renfroe purchased the property for \$20,000.00.

11 11. The taxable value of the property at the time of the sale was \$135,580.00

12 CONCLUSIONS OF LAW

13 A. The Supremacy Clause bars Nevada law from allowing an HOA foreclosure to extinguish a
14 federally insured security interest. *See, e.g., Washington & Sandhill Homeowners Ass'n v. Bank of*
15 *Am., N.A.*, No. 2:13-cv-01845-GMN-GWF, 2012 WL 4798565 (D. Nev. Sept. 25, 2014).

16 B. Chapter 116 of the Nevada Revised Statutes impairs federal law in the context of FHA loans
17 in at least two respects. **First**, Chapter 116, per *SFR Investments*, purports to create a lien that is
18 superior to the deed of trust and the FHA's interest in the property. *SFR Invs. Pool 1 v. U.S. Bank*,
19 130 Nev. Adv. Op. 75, 334 P.3d 408 (2014). The lien—by its nature as a purported senior lien—
20 diminishes the value of the FHA's interest, which is not permitted under the Supremacy Clause.
21 **Second**, a foreclosure that purports to extinguish the deed of trust does not just diminish the FHA's
22 interest, it nullifies the FHA's interest. The Supremacy Clause does not allow state law to operate in
23 that manner.

24 C. Accordingly, the HOA's lien was not superior, and the foreclosure sale, even if valid under
25 Nevada law, does not extinguish the deed of trust.

26 D. The Property Clause of the U.S. Constitution provides an independent basis for the Court to
27 grant Lakeview's motion to dismiss.

28 E. The FHA insurance on Lakeview's deed of trust causes the security interest to be property of

1 the United States. The mortgage interest, combined with the mortgagee's obligation to convey title
2 to the federal government if the borrower defaults, creates a federal protected by the Property
3 Clause. *Washington & Sandhill Homeowners Ass'n v. Bank of America, N.A.*, No. 2:13-cv-01845-
4 GMN-GWF, 2014 WL 4798565, at *6 (D. Nev. Sept. 25, 2014). An HOA cannot foreclose on the
5 property, including the FHA's property interest in the deed of trust.

6 **ORDER**

7 **IT IS ORDERED** that Lakeview Loan Servicing, LLC's motion to dismiss complaint based
8 on the Supremacy and Property Clauses of the U.S. Constitution is **GRANTED**.

9 DATED this 27 day of August, 2015.

10
11 
12 DISTRICT COURT JUDGE

13 Submitted by:

14 **AKERMAN LLP**

15 
16 **DARREN T. BRENNER, ESQ.**

Nevada Bar No. 8386

17 **NATALIE L. WINSLOW, ESQ.**

Nevada Bar No. 12125

18 1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

19 *Attorneys for Lakeview Loan Servicing, LLC*

20 Approved as to Form and Content by:

21 **NOGGLE LAW**

22 
23 **PAUL CULLEN, ESQ.**

Nevada Bar No. 12355

24 376 E. Warm Springs Road

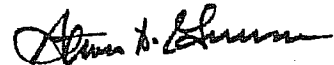
25 Suite 140

Las Vegas, Nevada 89119

26 *Attorneys for Plaintiff*

Exhibit 8

Exhibit 8



CLERK OF THE COURT

1 NOAS
2 Robert B. Noggle, Esq.
3 Nevada Bar No.: 11427
4 Paul R.M. Cullen, Esq.
5 Nevada Bar No.: 12355
6 NOGGLE LAW PLLC
7 376 E. Warm Springs Rd., Ste. 140
8 Las Vegas, Nevada 89119
9 (702) 450-6300 | (702) 642-9766 FAX
10 Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

8 KENNETH RENFROE,

10 Plaintiff,

11 vs.

12 LAKEVIEW LOAN SERVICING, LLC;
13 RECONTRUST COMPANY, N.A.; BRIAN J.
14 FERGUSON AND JENNIFER L. FERGUSON;

14 Defendants.

CASE NO.: A-14-700520-C
DEPT. NO.: III

NOTICE OF APPEAL

16 NOTICE IS HEREBY GIVEN that Plaintiff, KENNETH RENFROE, by and through his
17 counsel of record, Noggle Law, PLLC, hereby appeals to the Supreme Court of Nevada from the
18 Order Granting Defendant Lakeview Loan Servicing, LLC's Motion to Dismiss filed in this action on
19 August 26, 2015 and Order Granting Lakeview Loan Servicing, LLC's Motion to Dismiss filed on
20 August 27, 2015.

22 DATED this 24th day of September, 2015.

23 NOGGLE LAW PLLC

24 By: /s/ Paul R.M. Cullen, Esq./
25 Paul R.M. Cullen, Esq.
26 376 East Warm Springs Road, Ste. 140
27 Las Vegas, Nevada 89119
28 Attorney for plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of September, 2015, an electronic copy of the foregoing
NOTICE OF APPEAL was served on opposing counsel via the Court's electronic service system to
the following counsel of record:

Darren T. Brenner, Esq.
Natalie L. Winslow, Esq.
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144
akermanlas@akerman.com
Darren.brenner@akerman.com
Natalie.winslow@akerman.com

By: Paul R.M. Cullen, Esq.
An Employee of Noggle Law PLLC

Exhibit 9

Exhibit 9

IN THE SUPREME COURT OF THE STATE OF NEVADA

KENNETH RENFROE,
Appellant,
vs.
LAKEVIEW LOAN SERVICING, LLC,
Respondent.

No. 68907

FILED

DEC 22 2015

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER TO SHOW CAUSE

This are appeals from district court orders granting a motion to dismiss in an action relating to real property. Our initial review of the docketing statement and documents submitted to this court reveals a potential jurisdictional defect. It does not appear that the district court has entered a final, written judgment that adjudicates all the rights and liabilities of all the parties, and the district court did not certify its order as final pursuant to NRCP 54(b). *See Lee v. GNLV, Corp.*, 116 Nev. 424, 426 P.2d 416, 417 (2000). While appellant's docketing statement indicates that the claims against Brian and Jennifer Ferguson were resolved via default, it does not appear that the district court entered default judgments against these defendants. Accordingly, it appears that these claims remain pending and the district court's orders are not appealable pursuant to NRAP 3A(b)(1).

Appellant shall have 30 days from the date of this order to show cause why this appeal should not be dismissed for lack of jurisdiction. We note that appellant may be able to cure this perceived jurisdictional defect by obtaining default judgments as to the Fergusons. Respondent may file a reply within 11 days of service of appellant's response. We caution appellant that failure to demonstrate that this court

has jurisdiction may result in the dismissal of this appeal. Briefing of this appeal and the preparation of transcripts are suspended pending further order of this court.

It is so ORDERED.

1- [Signature], C.J.

cc: Noggle Law PLLC
Akerman LLP/Las Vegas
Sara Richardson, Court Recorder

EXHIBIT 10

EXHIBIT 10

MEMC

Robert B. Noggle, Esq.
Nevada Bar No.: 11427
Alex Ghibaud, Esq.
Nevada Bar No.: 10592
NOGGLE LAW PLLC
376 East Warm Springs Rd., Ste. 140
Las Vegas, Nevada 89119
PH: 702-450-6300/Fax: 702-642-9766
Attorney for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

KENNETH RENFROE,

Plaintiff,

vs.

LAKEVIEW LOAN SERVICING, LLC;
RECONTRUST COMPANY, N.A.; BRIAN J.
FERGUSON AND JENNIFER L. FERGUSON;

Defendants.

CASE NO.: A-14-700520-C
DEPT NO.: III

MEMORANDUM OF COSTS AND DISBURSEMENTS

Filing fees / Transaction Assessment Fees	\$ 270.00
Service of Process	\$ 205.00
Arbitration Fees.....	\$
Witness Fees	\$
Sheriff Fees	\$
Record & Certify Judgment	\$
Photocopies.....	\$
Courier Service/Delivery Charges.....	\$
Recording Fees.....	\$ 141.00
TOTAL	\$ 616.00

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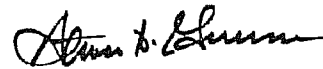
I declare under penalties of perjury under the law of the state of Nevada that the foregoing is true and correct.

DATED this 14th day of January, 2016.

ROBERT B. NOGGLE, ESQ.

Exhibit 2

Exhibit 2



CLERK OF THE COURT

1 **APPL**

2 Robert B. Noggle, Esq.

3 Nevada Bar No.: 11427

4 Alex Ghibaud, Esq.

5 Nevada Bar No.: 10592

6 **NOGGLE LAW PLLC**

7 376 East Warm Springs Rd., Ste. 140

8 Las Vegas, Nevada 89119

9 PH: 702-450-6300/Fax: 702-642-9766

10 *Attorney for Plaintiff*

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

13 **KENNETH RENFROE,**

14 Plaintiff,

15 vs.

16 **LAKEVIEW LOAN SERVICING, LLC;**
17 **RECONTRUST COMPANY, N.A.; BRIAN J.**
18 **FERGUSON AND JENNIFER L. FERGUSON;**

19 Defendants.

CASE NO.: A-14-700520-C

DEPT NO.: III

20 **Ex Parte Application for an Order Shortening Time**

21 Plaintiff, Kenneth Renfroe through his attorney, Alex Ghibaud, Esq., of Noggle Law, PLLC,
22 hereby files this ex parte application for an order shortening time in which to conduct a prove up
23 hearing currently set for February 3rd, 2016 at 9:00 a.m. for Plaintiff's Ex Parte Application for
24 Judgment by Default. This application is made pursuant to EDCR 2.26 and upon the declaration of
25 counsel made below.

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STATE OF NEVADA)
)
COUNTY OF CLARK)

I, Alex Ghibaud, Esq., hereby declare:

1. That I am an attorney duly licensed to practice law in the State of Nevada, with an office at Noggle Law, PLLC, 376 Warm Springs Road, Suite 140, Las Vegas, Nevada 89119.
2. That defaults were entered against Defendants Brian Ferguson and Jennifer Ferguson on November 24, 2014 and November 14, 2014, respectively.
3. That default judgment was never requested or entered against those Defendants.
4. That Defendant Lakeview Loan Servicing, LLC, filed a motion to dismiss, which this court granted.
5. That a notice of appeal was filed by the Plaintiff challenging that order to dismiss.
6. That the Nevada Supreme Court issued an Order to Show Cause why the appeal should not be dismissed because default judgments were never entered against Defendants Brian and Jennifer Ferguson, rendering the dismissal un-appealable.
7. That in its Order the Court indicated that the deficiency could be cured if this court certified the judgment or entered default judgments against the above referenced named Defendants.
8. That in accordance with that suggestion, undersigned Counsel prepared and filed an ex parte application for default judgment and notice of prove up hearing.
9. That a date was set for February 3, 2016 at 9:00 a.m. for that prove up hearing.
10. That a response to that Order to Show Cause is due by January 26th, 2016.
11. That as a result, undersigned Counsel requests that the time to hold the prove up hearing be shortened to a time prior to the 26th of January.

1 12. That this application is made in good faith.

2 Dated this 15th day of January, 2016.

3 /s/ Alex Ghibaud, Esq.
4 ALEX GHIBAUDO, ESQ.
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13 DATED this 13th day of January, 2016.

14
15 NOGGLE LAW PLLC
16

17 By: /s/ Alex Ghibaud, Esq. /
18 Alex Ghibaud, Esq.
19 Nev. Bar No. 10592
20 376 East Warm Springs Road, Ste. 140
21 Las Vegas, Nevada 89119
22 *Attorney for Plaintiff*
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Exhibit 3

Exhibit 3

1 **OST**

2 Robert B. Noggle, Esq.

3 Nevada Bar No.: 11427

4 Alex Ghibaud, Esq.

5 Nevada Bar No.: 10592

6 NOGGLE LAW PLLC

7 376 East Warm Springs Rd., Ste. 140

8 Las Vegas, Nevada 89119

9 PH: 702-450-6300/Fax: 702-642-9766

10 *Attorney for Plaintiff*

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 KENNETH RENFROE,

14 Plaintiff,

15 vs.

16 LAKEVIEW LOAN SERVICING, LLC;
17 RECONTRUST COMPANY, N.A.; BRIAN J.
18 FERGUSON AND JENNIFER L. FERGUSON;

19 Defendants.

CASE NO.: A-14-700520-C

DEPT NO.: III

20 **ORDER SHORTENING TIME**

21 The ex parte motion of the plaintiff for an order shortening time having come before this
22 Court, and the Court after having reviewed the motion and for good cause appearing;

23 ///

24 ///

25 ///

1
2 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the hearing on the
3 Plaintiff's Ex Parte Application for a Default Judgment and for a Prove Up Hearing is hereby
4 shortened. The hearing on the motion is moved from February 3rd, 2016 to the _____ day of
5 _____ at _____ a.m/p.m.
6

7 DATED this _____ day of _____, 2016.
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10 _____
DISTRICT COURT JUDGE
11

12 Respectfully submitted by:

13 NOGGLE LAW PLLC

14 By: 
15

Alex Ghilardo, Esq.
Nev. Bar No. 10592
376 East Warm Springs Road, Ste. 140
Las Vegas, Nevada 89119
Attorney for Plaintiff
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