

IN THE SUPREME COURT OF THE STATE OF NEVADA

NATIONSTAR MORTGAGE, LLC

Appellant,

vs.

SATICOY BAY LLC SERIES 2227
SHADOW CANYON,

Respondent.

Case No. 70382

Electronically Filed
Oct 07 2016 10:35 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

APPEAL

from the Eighth Judicial District Court, Department VII
The Honorable Carolyn Ellsworth, District Judge
District Court Case No. A-14-702938-C

APPELLANT'S APPENDIX VOL. 1

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Nevada Bar No. 8276

ALLISON R. SCHMIDT, ESQ.

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CHRONOLOGICAL INDEX

<u>VOL</u>	<u>DOCUMENT</u>	<u>BATES NO.</u>
1	Complaint	<u>AA001-006</u>
1	Nationstar's Answer to Complaint	<u>AA007-011</u>
1	Nationstar's Motion for Summary Judgment	<u>AA012-132</u>
1	Saticoy Bay's Opposition to Motion for Summary Judgment and Countermotion for Summary Judgment	<u>AA133-240</u>
2	Nationstar's Opposition to Saticoy Bay's Countermotion for Summary Judgment and Reply in Support of Motion for Summary Judgment	<u>AA241-256</u>
2	Transcript from 10-15-16 Hearing	<u>AA257-273</u>
2/3	Nationstar's Supplemental Points & Authorities	<u>AA274-700</u>
4	Saticoy Bay's Supplemental Points & Authorities	<u>AA701-715</u>
4	Transcript from March 10, 2016 Hearing	<u>AA716-749</u>
4	Findings of Fact, Conclusions of Law and Judgment	<u>AA750-757</u>
4	Notice of Entry of Judgment	<u>AA758-767</u>
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ALPHABETICAL INDEX

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CIVIL COVER SHEET

A-14-702938-C

Clark County, Nevada

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

V

I. Party InformationSATICOY BAY LLC SERIES 2227 SHADOW
CANYON

Attorney Michael F. Bohn, Esq.

376 East Warm Springs Road, Ste., 140

Las Vegas NV 89119

(702) 642-3113

Defendant, NATIONSTAR MORTGAGE LLC.;
PATERNO C. JURANI, ESQ.; and REPUBLIC
SILVER STATE DISPOSAL, DBA REPUBLIC
SERVICES

Attorney N/A

II. Nature of Controversy Exemption From Arbitration**Civil Cases**

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer X Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate 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	Other Civil Filing Types <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.)

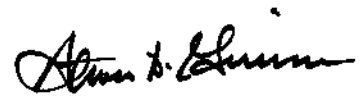
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|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive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

June 24th, 2014

Date

// s / Michael F. Bohn, Esq. /

Signature of initiating party or representative



CLERK OF THE COURT

1 **COMP**
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7 Attorney for plaintiff, Saticoy Bay LLC Series 2227 Shadow Canyon

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10
11 SATICOY BAY LLC SERIES 2227 SHADOW
CANYON

12 Plaintiff,

13 vs.

14 NATIONSTAR MORTGAGE LLC.;
15 PATERNO C. JURANI, ESQ.; and REPUBLIC
16 SILVER STATE DISPOSAL, DBA REPUBLIC
SERVICES

17 Defendants.

CASE NO.: A-14-702938-C

DEPT NO.:

V

EXEMPTION FROM ARBITRATION:
Title to real property

18 **COMPLAINT**

19 Plaintiff, Saticoy Bay LLC Series 2227 Shadow Creek Canyon, by and through its attorney, Jeff
20 Arlitz, Esq. alleges as follows:

21 1. Plaintiff is the owner of the real property commonly known as 2227 Shadow Canyon,
22 Henderson, Nevada.

23 2. Plaintiff obtained title by foreclosure deed recorded on February 3, 2014.

24 3. The plaintiff's title stems from a foreclosure deed arising from a delinquency in assessments
25 due from the former owner, Patricia E. Evans to the Sun City Anthem Community Association, pursuant
26 to NRS Chapter 116.

1 4. Defendant, Nationstar Mortgage LLC is the beneficiary of a deed of trust which was recorded
2 as an encumbrance to the subject property on February 7, 2006.

3 5. Defendant, Paterno C. Jurani, Esq. is the trustee on the deed of trust.

4 6. Defendant Republic Silver State Disposal, dba Republic Services claims a lien on the subject
5 property for solid waste collection, charges, fees and penalties charged by Republic Services.

6 7. The interest of each of the defendants has been extinguished by reason of the foreclosure sale,
7 which was properly conducted with adequate notice given to all persons and entities claiming an interest
8 in the subject property, and resulting from a delinquency in assessments due from the former owner,
9 Patricia E. Evans to the Sun City Anthem Community Association, pursuant to NRS Chapter 116.

8. Nonetheless, defendant Nationstar Mortgage LLC has recorded a notice of default and election to sell under its deed of trust pursuant to NRS 107.080.

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

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

14 SECOND CLAIM FOR RELIEF

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

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

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

THIRD CLAIM FOR RELIEF

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

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

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

27 WHEREFORE, plaintiff prays for Judgment as follows:

1. For injunctive relief;

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

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

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

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

DATED this 24th day of June 2014.

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

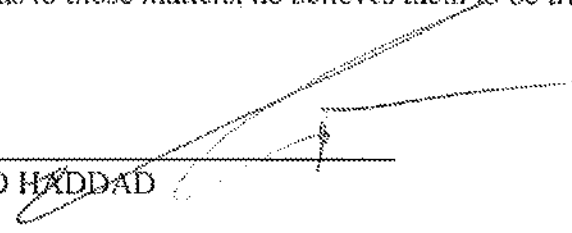
By: / s / Jeff Arlitz, Esq. /
 Jeff Arlitz, Esq.
 376 East Warm Springs Road, Ste. 140
 Las Vegas, Nevada 89119
 Attorney for plaintiff

VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)


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

That he is the authorized representative of the plaintiff Limited Liability Company in the above entitled action; that he has read the foregoing complaint and knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein alleged on information and belief, and as to those matters, he believes them to be true.

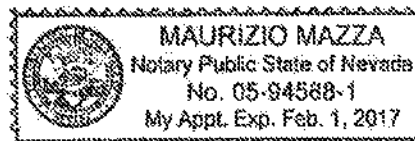


IYAD HADDAD

SUBSCRIBED and SWORN to before me
this 24 day of June, 2014



NOTARY PUBLIC in and for said
County and State



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7 Attorney for plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

10 SATICOY BAY LLC SERIES 2227 SHADOW
CANYON

11 Plaintiff,

12 vs.

13 NATIONSTAR MORTGAGE LLC.; PATERNO
14 C. JURANI, ESQ.; and REPUBLIC SILVER
STATE DISPOSAL, DBA REPUBLIC
15 SERVICES

16 Defendants.

CASE NO.: A-14-702938-C
DEPT NO.: V

17 **INITIAL APPEARANCE FEE DISCLOSURE**

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

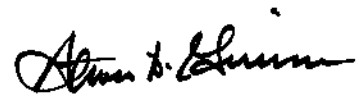
20 SATICOY BAY LLC SERIES 2227 SHADOW CANYON, Plaintiff \$270.00

21 TOTAL REMITTED: \$270.00

22 DATED this 24th day of June 2014.

23
24 LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.

25
26 By: / s / Michael F. Bohn, Esq. /
27 MICHAEL F. BOHN, ESQ.
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28 Las Vegas, Nevada 89119
Attorney for plaintiff



CLERK OF THE COURT

1 ANS
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7 *Attorneys for Nationstar Mortgage, LLC*

8
9 **EIGHTH JUDICIAL DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 SATICOY BAY LLC SERIES 2227 SHADOW
12 CANYON,

13 Plaintiff,

14 v.

15 NATIONSTAR MORTGAGE, LLC; PATERNO
16 C. JURANI and REPUBLIC SILVER STATE
DISPOSAL, DBA REPUBLIC SERVICES,

17 Defendants.

Case No.: A-14-702938-C
Dept.: V

**DEFENDANT NATIONSTAR
MORTGAGE LLC'S ANSWER TO
COMPLAINT**

19 Nationstar Mortgage, LLC, (**Nationstar**), answers plaintiff SATICOY BAY LLC SERIES
20 2227 SHADOW CANYON's (**plaintiff**) complaint as follows:

21 1. Nationstar lacks sufficient knowledge or information to admit or deny the allegations
22 set forth in paragraphs 1-3 and 5, and 6 of the complaint and denies each allegation contained in
23 those paragraphs on that basis.

24 2. Nationstar denies the allegations set forth in paragraphs 7, 9, 10, 12, 13, and 16 of the
25 complaint.

26 3. With respect to paragraph 4 of the complaint, Nationstar admits that it is the current
27 beneficiary of the subject deed of trust, however, answering the remaining allegations contained in
28 paragraph 4, Nationstar states that the document referenced speaks for itself.

{29239335;1}

AA007

1 4. With respect to paragraph 15 of the complaint, Nationstar denies that plaintiff is
2 entitled to the relief described therein.

3 **WHEREFORE**, Nationstar prays for the following:

- 4 1. That plaintiff takes nothing by way of its complaint;
5 2. For attorney's fees and costs of defending this action; and
6 3. For such other and further relief as this Court deems just and proper.

7 **AFFIRMATIVE DEFENSES**

- 8 1. Plaintiff fails to state claims upon which relief may be granted.
9 2. The foreclosure sale at issue cannot eliminate a senior deed of trust under NRS
10 116.311635 and NRS 21.130.
11 3. The foreclosure sale at issue cannot eliminate a senior deed of trust because it was
12 commercially unreasonable.
13 4. Nationstar acted in good faith at all times.
14 5. Due to plaintiff's own actions, plaintiff is estopped from asserting the claims in the
15 complaint.
16 6. Plaintiff's claims may be barred by applicable limitations on actions, including the
17 statute of limitations.
18 7. The liability, if any, of Nationstar must be reduced by the percentage of fault of
19 plaintiff and others.
20 8. Plaintiff's claims and causes of action are barred, in whole or in part, due to plaintiff's
21 failure to mitigate, minimize, or otherwise avoid its alleged damages.
22 9. Plaintiff's claims are barred because any injury it suffered was the result of the actions
23 of an intervening superseding cause over which Nationstar had no control.
24 10. Plaintiff's claims are barred pursuant to the laches doctrine.
25 11. Plaintiff's damages, if any, were not caused by any negligence or want of care by
26 Nationstar, but were caused by third parties over which Nationstar had no control.
27 12. Any act or omission on the part of Nationstar was not the proximate cause of the
28 alleged injuries or damages, if any, sustained by plaintiff.

1 13. The liability of Nationstar, if any, is several and not joint and several, and based upon
2 each defendant's own acts and not the acts of others.

3 14. Nationstar owed no duty to plaintiff.

4 15. Nationstar did not breach any duty, if any, owed to plaintiff.

5 16. Nationstar was unaware of any wrongdoing by any other defendant or third party.

6 17. Plaintiff did not justifiably or reasonably rely on any representation made by
7 Nationstar.

8 18. Nationstar did not ratify the actions of any other defendant.

9 19. Plaintiff has waived any claims against Nationstar.

10 20. Plaintiff has released any claims against Nationstar.

11 21. Plaintiff has failed to do equity.

12 22. Plaintiff acted with unclean hands.

13 23. Plaintiff assumed the risks when it entered into the purchase and loan agreements.

14 24. Nationstar did not make any false representations to plaintiff.

15 25. No agents of Nationstar made any misrepresentations to plaintiff.

16 26. Plaintiff has not stated any basis to rescind any instruments or liens encumbering the
17 property.

18 27. The applicable covenants codes and restrictions prevent Nationstar's deed of trust
19 from being extinguished by the assessment lien foreclosure.

20 28. The CC&Rs protect Nationstar's interest in the property against extinguishment.

21 //

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1 29. Nationstar reserves the right to assert additional affirmative defenses that become
2 apparent during discovery.

3 DATED this 21st day of July, 2014.

4 **AKERMAN LLP**

5 /s/ Allison R. Schmidt

6 ARIEL E. STERN, ESQ.

7 Nevada Bar No. 8276

8 ALLISON R. SCHMIDT, ESQ.

9 Nevada Bar No. 10743

10 1160 Town Center Drive, Suite 330

11 Las Vegas, Nevada 89144

12 Attorneys for Nationstar Mortgage, LLC

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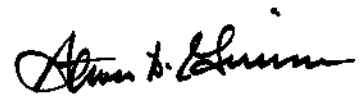
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CLERK OF THE COURT

MSJD

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Attorneys for Nationstar Mortgage, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SATICOY BAY LLC SERIES 2227 SHADOW
CANYON,

Plaintiff,

v.

NATIONSTAR MORTGAGE, LLC; PATERNO
C. JURANI and REPUBLIC SILVER STATE
DISPOSAL, DBA REPUBLIC SERVICES,

Defendants.

Case No.: A-14-702938-C

Dept.: V

**DEFENDANT NATIONSTAR
MORTGAGE, LLC'S MOTION FOR
SUMMARY JUDGMENT**

Defendant Nationstar Mortgage, LLC (**Nationstar**), by and through its counsel of record, Akerman LLP, hereby submits this Motion for Summary Judgment. This Motion is made and based upon the Memorandum of Points and Authorities attached hereto, all exhibits attached hereto, and such oral argument as may be entertained by the Court at the time and place of the hearing of this matter.

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NOTICE OF MOTION

TO: ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that Bank Of America, N.A. will bring the foregoing Motion for Summary Judgment for hearing before the Court on the 15 day of Oct., 2015, at the hour of 9 : 00 AM, or as soon thereafter as counsel can be heard.

DATED this 27th day of August, 2015.

AKERMAN LLP

/s/ Allison R. Schmidt
ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
ALLISON R. SCHMIDT, ESQ.
Nevada Bar No. 10743
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

*Attorneys for Defendants Nationstar Mortgage,
LLC*

MEMORANDUM OF POINTS AND AUTHORITIES**I. INTRODUCTION**

In this case, Plaintiff Saticoy Bay Series 2227 Shadow Canyon (**Plaintiff**) seeks to quiet title to real property in its favor—which would extinguish a deed of trust securing a \$350,000.00 loan—based on the foreclosure sale of the secured property for \$35,000. Due to the vast divergence of the sales price at the foreclosure sale and the actual value of the property – which was known to the HOA at the time of foreclosure, as well as other factors indicating a lack of good faith in conduct of the sale, the foreclosure sale was commercially unreasonable as a matter of law and, thus, void. Any argument that a foreclosure of an HOA lien is not required to be commercially reasonable ignores the plain text of the statute, the intention of the statute’s drafters and the analysis of other courts who have interpreted the same statutory provision, all of which make clear that HOA foreclosure sales must be commercially reasonable. Further, the foreclosure sale was void because it was conducted in violation of express Nevada law which prohibits recovery on violation liens by foreclosure.

Because the HOA's foreclosure sale was conducted pursuant to a statute which is unconstitutional, it is invalid, and summary judgment should be granted in favor of Nationstar.

1. On February 7, 2006, Pulte Mortgage, LLC recorded a deed of trust, encumbering real property located at 2227 Shadow Canyon Drive, Henderson, Nevada 89044 (the **Property**). A true and correct copy of the recorded Deed of Trust is attached hereto as **Exhibit A**.

3. On September 28, 2011, the deed of trust and underlying note were assigned to Bank of America, N.A. A true and correct copy of the recorded Assignment of Deed of Trust is attached hereto as **Exhibit B**.

4. On September 27, 2013, the deed of trust and underlying note were assigned to Nationstar Mortgage, LLC. A true and correct copy of the recorded Assignment of Deed of Trust is attached hereto as **Exhibit C**.

5. The Property is governed by the Conditions, Covenants, and Restrictions of the HOA. On April 16, 2010, the agent of the HOA, Red Rock Financial Services (**HOA Trustee**), recorded a Notice of Delinquent Assessment Lien (the **Lien**) against the Property. A true and correct copy of the Notice of Delinquent Assessment Lien is attached hereto as **Exhibit D**.

6. The Lien stated that the total amount due to the HOA was \$771.00. *Id.* Further, the Lien stated that it included late fees, interest, fines/violations and collection fees and costs. the Lien also stated The Lien did not specify what portion of the Lien had super-priority over the senior Deed of Trust. *See id.*

1 7. On June 24, 2010, the HOA Trustee recorded a Notice of Default and Election to Sell
2 (**Notice of Default**). A true and correct copy of the Notice of Default is attached hereto as **Exhibit**
3 **E**.

4 8. The Notice of Default stated the total amount due to the HOA was \$2,057.18. *Id.* This
5 Notice of Default did not specify what portion of the Lien had super-priority over the senior Deed of
6 Trust. *See id.* The Notice of Default was not signed by the association president or person
7 designated in the Covenants Codes & Restrictions of the HOA. *Id.*

8 9. On November 26, 2013, the HOA Trustee recorded a Notice of Foreclosure Sale
9 (**Notice of Sale**). A true and correct copy of the Notice of Sale is attached hereto as **Exhibit F**. The
10 Notice of Sale stated that the amount due *as of the date of the execution of the Notice of Sale* was
11 \$8,005.16. *Id.* This Notice of Sale did not specify what portion of the Lien had super-priority over
12 the senior Deed of Trust. *See id.* The Notice of Sale further failed to specify the amount due and
13 owing on the lien as of the date of the proposed sale. *Id.*

14 10. On February 2, 2014, the HOA Trustee recorded a Foreclosure Deed, stating the
15 Property was sold at a foreclosure sale held on January 2, 2014 – more than three years after the lien
16 became due. A true and correct copy of the Foreclosure Deed is attached hereto as **Exhibit G**. The
17 foreclosure deed indicates the value of the property to be \$269,060.00 and the sales price of the
18 property to be \$35,000. *Id.*

19 11. On March 25, 2011 the HOA was advised by the HOA trustee that comparable
20 property values were \$255,000, \$250,000, and \$263,000 and that a first deed of trust in the amount
21 of \$350,000 encumbered the property. *See Red Rock Subpoenaed Documents (NSM000401-*
22 *NSM000402), Exhibit H.*

23 12. On October 15, 2013 the HOA was advised by the HOA trustee that comparable
24 property values were \$320,000, \$295,000, and \$300,000 and that a first deed of trust in the amount
25 of \$350,000 encumbered the property. *See Red Rock Subpoenaed Documents (NSM000662),*
26 **Exhibit H.**

16. Nationstar retained an expert to opine as to the value of the property as of the date of foreclosure. The expert, who was unrebutted, concluded that the value of the property at the time of foreclosure was \$335,000.00. *See* Expert Report, **Exhibit J**.

Summary judgment is appropriate only if, after viewing the record in the light most favorable to the nonmoving party, “no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law.” NRCp 56(c); *Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005). “[T]he nonmoving party is entitled to have the evidence and all reasonable inferences accepted as true.” *Scialabba v. Brandise Const. Co., Inc.*, 112 Nev. 965, 968, 921 P.2d 928, 930 (1996). The moving party “bears the initial burden of production to show the existence of a genuine issue of material fact.” *Cuzze v. University and Community College System of Nevada*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007).

Factual disputes are genuine “if the evidence is such that a rational trier of fact could return a verdict in favor of the nonmoving party.” *Wood*, 121 Nev. at 731. If the moving party bears the burden of persuasion at trial, “that party must present evidence that would entitle it to a judgment as a matter of law in the absence of contrary evidence.” *Francis v. Wynn Las Vegas, LLC*, 262 P.3d 705, 714 (2011).

...

1 As discussed below, Nationstar’s Motion for Summary Judgment should be granted because
2 (1) the HOA foreclosure sale was commercially unreasonable as a matter of law, and (2) NRS 116,
3 et seq. (the **HOA Lien Statute**) is facially unconstitutional under the Due Process Clause, and
4 unconstitutionally vague.

5 IV. ARGUMENT

6 A. The Sales Price of the Property at the HOA Auction Was Commercially 7 Unreasonable as a Matter of Law.

8 As provided in Chapter 116, “[e]very contract or duty governed by this chapter imposes an
9 obligation of good faith in its performance or enforcement.” NRS 116.1113. The drafters of the
10 Uniform Common Interest Ownership Act’s section defined good faith as “observance of two
11 standards: honesty in fact, and observance of reasonable standards of fair dealing.” UCIOA §1-113
12 cmt. (1982) (emphasis added).

13 The conditions of a commercially reasonable sale should reflect a calculated effort to
14 promote a sales price that is equitable to both the debtor and the secured creditor. *Dennison v. Allen*
15 *Group Leasing Corp.*, 110 Nev. 181, 186, 871 P.2d 288, 291 (Nev. 1994). The “quality of the
16 publicity, the price obtained at the auction, [and] the number of bidders in attendance” are important
17 factors to consider when analyzing the commercial reasonableness of a public sale. *Id.*

18 Good faith in a UCIOA foreclosure sale was interpreted and applied in *Will v. Mill*
19 *Condominium Owner’s Ass’n*, 848 A.2d 336 (Vt. 2004). In *Will*, the property was sold pursuant to a
20 homeowners association lien of \$3,510.10. *Id.* at 338. The fair market value of the property was
21 \$70,000. *Id.* The Vermont Supreme Court interpreted the same uniform act that Nevada adopted.
22 *Id.* at 340-41. The court voided the trustee’s sale because the sale was not made in a commercially
23 reasonable manner. *See Wood*, 2014 WL 2573636, at *1 n.1 (finding sale of property for less than
24 2% of amounts of deed of trusts “shows almost conclusively, without more, that the HOA’s sale was
25 commercially unreasonable”).

26 ...

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28 ...

Here, the HOA foreclosure sale was not commercially reasonable and not made in good faith. First, the HOA made no effort to obtain the best price and made no effort to protect either the borrowers or Nationstar. The foreclosure sales price of *approximately 10% of the value of the Property* was not made in good faith as a matter of law, due to the extreme discrepancy in the price. The HOA was made aware, on a number of occasions, the market value of the property. *See* Ex. H. The Trustee's deed also states the market value of the property was exponentially higher than the amount paid. *See* Ex. G.

Moreover, the HOA recovered violation fine amounts owing through the foreclosure sale, in violation of NRS 116.31162(5). *See* Ex. I.

Lastly, the HOA did not strictly follow the procedures required by Chapter 116 in the conduct of the sale. First, the notice of sale did not contain the amount necessary to satisfy the lien as of the date of the proposed sale, in violation of NRS 116.311635(3)(a). *See* Ex. F. Also, NRS 116.31162(2) requires that the Notice of Default and Election to Sell under an HOA lien must be signed by the person designated in the CC&Rs to do so, or if no person is designated, by the HOA president. The Notice of Trustee's Sale is not signed by the president or person designated. *See* Ex. E. The HOA and HOA Trustee's failure to follow the provisions required by Chapter 116 for a valid sale demonstrates bad faith in the conduct of the sale.

Given the undisputed facts of what Plaintiff paid and the amount of the senior deed of trust and the other irregularities in the conduct of the sale, the sale was commercially unreasonable as a matter of law. Summary judgment should be entered in Nationstar's favor.¹

B. Nationstar is entitled to summary judgment because the HOA Lien Statute is facially unconstitutional because it does not guarantee that mortgagee's receive notice and an opportunity to be heard.

The HOA Lien Statute is facially unconstitutional. At an irreducible minimum, courts have universally required that statutes that provide for extinguishment of junior liens in foreclosure also provide for mandatory notice to the junior lienholders. The HOA Lien Statute does not provide for mandatory notice. Rather, the Nevada Legislature has provided only a "request-notice" or "opt-in"

¹ At the very least, the evidence of irregularities in the conduct of the sale demonstrate a triable issue of fact on the issue of commercial reasonableness.

1 provision; which requires notice *only* if the junior lienholder—here the holder of a first deed of
2 trust—requests notice in advance. Such opt-in provisions have met with universal disapprobation in
3 every federal and state court to have considered the question. The reason is clear: where the state
4 will extinguish such a significant interest in real property, it must also mandate that the holder of the
5 lien to be extinguished have notice and some opportunity to remediate. By not mandating such
6 notice, the HOA Lien Statute is unconstitutional on its face. In this case, that means the foreclosure
7 by the HOA and the extinguishment of Nationstar’s Deed of Trust are both invalid and Nationstar is
8 entitled to summary judgment.

9 The Due Process Clause of the U.S. Constitution requires that, “at a minimum, [the]
10 deprivation of life, liberty, or property by adjudication be preceded by notice and an opportunity for
11 hearing appropriate to the nature of the case.” *Mullane v. Central Hanover Bank & Trust Co.*, 339
12 U.S. 306, 314 (1950) (emphasis added). An “elementary and fundamental requirement of due
13 process ... is notice reasonably calculated, *under all circumstances*, to apprise interested parties of
14 the pendency of the action and afford them an opportunity to present their objections.” *Tulsa Prof’l*
15 *Collection Services, Inc. v. Pope*, 458 U.S. 478, 484 (1988) (quoting *Mullane*, 339 U.S. at 314)
16 (emphasis added). Put more simply, state action may not extinguish an interest in real property
17 unless the holder of that interest is afforded notice of that action.

18 Foreclosures pursuant to the HOA Lien Statute constitute state action, as the Nevada
19 Supreme Court has held that a private party’s deprivation of another private party’s “significant
20 property interest” pursuant to a Nevada statute entitles the property owner to “federal and state due
21 process.” *J.D. Construction v. IBEX Int’l Group*, 240 P. 3d 1033, 1040 (Nev. 2010). In *J.D.*
22 *Construction*, one private party recorded a mechanic’s lien on the property of another private party.
23 *Id.* at 1035. No state actor was involved in placing the lien, yet the Nevada Supreme Court held that
24 “[a] mechanic’s lien is a ‘taking’ in that the property owner is deprived of a significant property
25 interest, which entitles the property owner to federal and state due process.” *Id.* at 1040 (citing
26 *Connolly Dev., Inc. v. Superior Court*, 553 P.2d 637, 645 (Cal. 1976) (holding that private party’s
27 imposition of a “stop notice” lien involved “significant state action” because the imposition is
28 “encouraged, indeed only made possible, by explicit state authorization.”).

1 *J.D. Construction* provides sufficient binding authority that the state action requirement is
2 met here. If more evidence were needed, however, the logic and reasoning in *Connolly*
3 *Development, Inc. v. Superior Court*, extensively relied upon in *J.D. Construction*, see 240 P.3d at
4 1040–41 (citing *Connolly* at least five times), applies here. In *Connolly*, the California Supreme
5 Court held that there was “no question” that the state-law “stop notice” lien at issue—which could be
6 enforced by a purely private procedure “without filing or recordation before any state official”—
7 “involve[d] significant state action” and triggered due process protections. *Id.* at 815. The *Connolly*
8 Court expressly rejected arguments that the lien did not involve state action, noting that the private
9 enforcement procedure “‘is not just action against a backdrop of an amorphous state policy, but is
10 instead action encouraged, indeed only made possible, by explicit state authorization.’” *Id.* at 815 &
11 n.14 (quoting *Klim v. Jones*, 315 F. Supp. 109, 114 (N.D. Cal. 1970)).

12 Because foreclosures authorized solely by the HOA Lien Statute constitute state action, the
13 HOA Lien Statute must satisfy the Due Process Clause’s notice requirements as set forth in *Mullane*.
14 The United States Supreme Court has applied *Mullane*’s principles to the deprivation of a
15 mortgagee’s security interests in property that is subject to potential extinguishment in foreclosure,
16 such as the first deed of trust at issue in this case. *Mennonite Bd. of Missions v. Adams*, 462 U.S.
17 791, 800 (1983). In *Mennonite*, an Indiana county sold mortgaged real property as a result of the
18 borrower’s delinquent taxes. *Id.* at 793. The county complied with Indiana’s governing notice
19 statute, but that statute required only constructive notice to the mortgagee and actual notice to the
20 borrower. *Id.* at 794. The Indiana courts upheld the tax sale statute against a constitutional due
21 process challenge. *Id.* at 795. But the U.S. Supreme Court reversed the decision upholding the
22 statute, holding that because the “sale immediately and drastically diminishes the value of th[e]
23 security interest” and “may result in the complete nullification of the mortgagee’s interest” the
24 mortgagee must receive *actual* notice. *Id.* at 798, 800. The Court held that the Due Process Clause
25 required that mortgagees receive either personal service or mailed notice of the foreclosure sale that
26 could extinguish their property interest.

27 ...

28 ...

1 Nevada's HOA Lien Statute does not require that mortgagees be provided with actual notice
2 of the HOA foreclosure sales that can extinguish their property interest. Indeed, the statute is not
3 only silent on the subject of mandatory notice, but it effectively disclaims that notice is required in
4 all instances. In two key provisions, the statute explicitly and unambiguously disclaims that notice is
5 required to all mortgagees; rather, mortgagees only receive notice if they have previously requested
6 notice from the HOA. In Section 116.31163, the statute provides that a notice of default and election
7 to sell need only be provided to a mortgagee who "has requested notice" or "has notified the
8 association" more than thirty days before the recordation of the notice of default of the existence of a
9 security interest. NRS 116.31163(1)–(2). Section 116.31165 similarly limited mortgagee notice of
10 sale to those mortgagees who have requested notice under Section 116.31163, or those who have
11 "notified the association." NRS 116.31165(1)(b)(1)–(2). A third provision concerning notice of
12 delinquent assessments does not require notice to lenders at all. NRS 116.31162.

13 As a consequence, the HOA Lien Statute allows for the total extinguishment of the first deed
14 of trust without any notice to the mortgagee holding that deed. If a mortgagee does not request
15 notice—or, put differently, fails to opt in to its right to due process—Nevada law permits the
16 extinguishment of a first deed of trust without notice. Such a result is in direct contravention of
17 *Mennonite*, which held that *actual* notice is required in *all circumstances* where a significant
18 property interest was subject to extinguishment, and rejected the argument that the necessity of
19 actual personal service or mailed notice may vary based on the ability of the mortgagee to protect its
20 own interests. "[A] party's ability to take steps to safeguard its interests does not relieve the State of
21 its constitutional obligation." *Mennonite*, 462 U.S. at 799.

22 While *Mennonite* did not address an opt-in or request-notice provision, a broad consensus has
23 emerged in state and federal courts that such provisions are unconstitutional under *Mennonite*. The
24 Fifth Circuit, for instance, considered a Louisiana statute that required notice of a foreclosure sale
25 only to those persons who had filed a request for such notice in the mortgage records. *Small Engine*
26 *Shop, Inc. v. Cascio*, 878 F.2d 883, 885–86 (5th Cir. 1989). The Fifth Circuit applied *Mullane* and
27 *Mennonite*, and held that the statute "as interpreted by the district court, cannot be squared with
28 *Mennonite*'s allocation of notice burdens." *Id.* at 890.

Perhaps more significantly, opt-in provisions have been universally condemned by a consensus of state-court decisions. *See, e.g., Jefferson Tp. v. Block* 447A, 548 A.2d 521, 524 (N.J. 1988) (“We conclude that a person’s entitlement to the notice required by due process cannot be conditioned on the requirement that he request it.”); *Wylie v. Patton*, 720 P.2d 649, 655 (Idaho 1986) (holding opt-in scheme unconstitutional because the Constitution requires notice “both to mortgagees of record who have requested such a notice and to mortgagees of record who have not requested such a notice”); *Reeder & Assocs. v. Locker*, 542 N.E.2d 1371, 1373 (Ind. Ct. App. 1989) (“[A]fter *Mennonite* a mortgagee is required to receive actual notice of a tax sale unless the mortgagee’s address is not reasonably identifiable.”); *City of Boston v. James*, 530 N.E.2d 1254 (Mass. App. Ct. 1988) (holding that a “shifting of responsibility” from the foreclosing party to the mortgagee is unconstitutional “even when the persons deprived of notice are sophisticated and knowledgeable”); *Seattle First National Bank v. Umatilla County*, 713 P.2d 33 (Or. App. 1986) (holding that statute permitting notice only to mortgagee who makes request unconstitutional as violating affirmative duty to provide notice); *In re Foreclosure of Tax Liens*, 103 A.D.2d 636, 640 (N.Y. App. Div. 1984) (“The Erie County statutes create a real danger that a mortgagee will be forever divested of his property without ever learning of the impending foreclosure.”); *United States v. Malinka*, 685 P.2d 405, 409 (Okla. Civ. App. 1984) (“*Mennonite* clearly places the onus on the State to provide notice notwithstanding that a mortgagee might take steps to protect its own interest.”).

“Constitutional due process protection does not exist only for those who follow the notice statute but encompasses all interests that may be affected by state action.” *Island Fin., Inc. v. Ballman*, 607 A.2d 76, 81 (Md. Ct. Spec. App. 1992). The notice provision here renders the HOA Lien Statute unconstitutional, as Nevada trial courts have previously found. *See, e.g., Octavio Cano-Martinez v. HSBC Bank USA, N.A.*, Dist. Ct. Case No. A-692027-C (EJDC) (May 7, 2015), Summary Judgment Order, p. 4 (“Because the Statute does not does not require the foreclosing party to take reasonable steps to ensure that actual notice is provided to interested parties who are reasonably ascertainable (unless the interested party first requests notice) it does not comport with long standing principles of constitutional due process.”); *Paradise Harbor Place Trust v. Deutsche*

1 *Bank National Trust Company*, Dist. Ct. Case No. A-687846-C (EJDC) (Jan. 6, 2014), Dismissal
2 Order, p. 8 (R.A. II, at 302) (holding that HOA Lien Statute's provisions were facially invalid
3 because the statute "expressly does not require notice of the HOA lien sale to be given to all
4 lienholders before their property interests are completely erased by operation of law").

5 The Nevada Legislature drafted a notice scheme that does not provide for notice of
6 delinquency to mortgagees and then explicitly disclaims the duty to provide notices of default or sale
7 to mortgagees who do not file a prior request for such notice. The case law cited in the two
8 preceding paragraphs provides that such a scheme is plainly unconstitutional. The fact that the law
9 that here is asserted to have extinguished Nationstar's senior Deed of Trust does not require notice to
10 the mortgagee is sufficient, standing on its own, to sustain a facial attack on the HOA Lien Statute
11 and require the invalidation of that statute and the foreclosure at issue in this case. *See, e.g., Garcia-*
12 *Rubiera v. Calderon*, 570 F.3d 443, 456 (1st Cir. 2009) (sustaining facial attack on notice provisions
13 and holding that "actual notice cannot defeat [facial] due process claim"). As to mortgagees, the
14 HOA Lien Statute's notice provisions are constitutionally flawed, rendering the statute invalid on its
15 face. Accordingly, summary judgment should be granted in favor of Nationstar because the
16 foreclosure sale is unconstitutional.

17 C. **Nationstar is Entitled to Summary Judgment Because NRS 116.116 is**
18 **Unconstitutionally Vague**

19 The Fifth Amendment to the United States Constitution provides that "No person shall . . . be
20 deprived of life, liberty, or property, without due process of law." *See* U.S. Const. amend. V.
21 Similarly, the Fourteenth Amendment provides that "No state shall . . .deprive any person of life,
22 liberty, or property, without due process of law." U.S. Const. amend XIV, § 1. Likewise, Nevada's
23 Constitution also provides that "No person shall be deprived of life, liberty, or property, without due
24 process of law." Nev. Const. art. 1, § 8, cl. 5. "[R]ooted in the Due Process Clauses of the Fifth and
25 Fourteenth Amendments," as well as in the Due Process Clause of Nevada's Constitution, is the
26 "void-for-vagueness doctrine." *Carrigan v. Comm'n on Ethics*, 129 Nev. Adv. Op. 95, 313 P.3d 880,
27 884 (2013) (citing *State v. Castaneda*, 126 Nev. Adv. Op. 45, 245 P.3d 550, 553 (2010)); *see also*
28

1 *Eaves v. Bd. of Clark County Comm'rs*, 96 Nev. 921, 924–925, 620 P.2d 1248, 1250 (1980)
2 (recognizing the void for vagueness doctrine under Article 1, Section 8 of the Nevada Constitution).
3 Although the void for vagueness doctrine originated with respect to criminal laws and expanded to
4 include laws that infringe upon the First Amendment, the void for vagueness doctrine now
5 indisputably covers civil laws that do not touch upon freedom of speech. See *Loscombe v. City of*
6 *Scranton*, 902 F. Supp. 2d 532, 545 (M.D. Penn. 2012) (“Though [the void for vagueness] doctrine
7 grew up within the criminal context, the vagueness principle has been extended to the civil litigation
8 context.”) (citing *San Filippo v. Bongiovanni*, 961 F.2d 1125, 1135 (3d Cir.1992)); see also *F.C.C. v.*
9 *Fox Television Stations, Inc.*, 132 S. Ct. 2307, 2317 (2012) (recognizing that the void for vagueness
10 doctrine applies “[e]ven when speech is not at issue.”); *Carrigan*, 129 Nev. Adv. Op. 95, 313 P.3d at
11 884 (recognizing that the void for vagueness doctrine applies to civil laws).

12 A fundamental tenet of due process is that before a party is deprived of life, liberty, or property, the
13 party must receive notice and an opportunity to be heard. The void for vagueness doctrine concerns
14 the “notice” element of due process. See *Fox Television Stations, Inc.*, 132 S. Ct. at 2317
15 (recognizing that laws must give fair notice). Specifically, the void for vagueness doctrine
16 recognizes “that laws which regulate persons or entities must give fair notice of conduct that is
17 forbidden or required.” *Id.* at 2317; accord *Eaves*, 96 Nev. at 924–925, 620 P.2d at 1249.

18 A law that does not give a person of “ordinary intelligence fair notice” of what the law forbids or
19 requires is unconstitutionally vague and violates due process. *Carrigan*, 129 Nev. Adv. Op. 95, 313
20 P.3d at 884 (citing *State v. Castaneda*, 126 Nev. Adv. Op. 45, 245 P.3d 550, 553 (2010) (quoting
21 *Holder v. Humanitarian Law Project*, 561 U.S. 1, 18, 130 S. Ct. 2705, 2718 (2010))). In other
22 words, due process prohibits laws that require one to “guess at its meaning.” *Eaves*, 96 Nev. at 923,
23 620 P.2d at 1249 (citing *Connally v. General Constr. Co.*, 269 U.S. 385, 391, 46 S. Ct. 126, 127
24 (1926)); *Papchristou v. City of Jacksonville*, 405 U.S. 156, 162, 92 S. Ct. 839, 843 (1972)).
25 Likewise, the void for vagueness doctrine also prohibits a law that “is so standardless that it
26 authorizes or encourages seriously discriminatory enforcement.” *i*, 132 S. Ct. at 2317 (quoting
27 *United States v. Williams*, 553 U.S. 285, 304, 128 S. Ct. 1830, 1845 (2008)); accord *Carrigan*, 129
28 Nev. Adv. Op. 95, 313 P.3d at 884 (citing *Castaneda*, 126 Nev. Adv. Op. 45, 245 P.3d at 553

1 (quoting *Holder*, 561 U.S. at 18, 130 S. Ct. at 2718)). “While statutes need not be written with
2 mathematical precision, they must be intelligible.” See *Valle del Sol Inc. v. Whiting*, 732 F.3d 1006,
3 1020 (9th Cir. 2013) (internal quotation marks and citations omitted). “A law must be complete in all
4 its terms and conditions when it leaves the legislature, so that every person may know, by reading
5 the law, what his rights are and how it will operate when put into execution.” See *Spinelli v.*
6 *Immanuel Lutheran Evangelical Congregation, Inc.*, 515 N.E.2d 1222, 1228 (Ill. 1987) (quoting
7 *Mayhew v. Nelson*, 178 N.E. 921, 923 (Ill. 1931)); accord *Fox Television Stations, Inc.*, 132 S. Ct. at
8 2317. Under the “void for vagueness doctrine,” if the Legislature enacts a law that is “impermissibly
9 vague,” the due process clause requires the courts to invalidate the law. See *Fox Television Stations*,
10 132 S. Ct. at 2317.

11 In SFR, the Nevada Supreme Court, for the first time, concluded that an association’s lien created by
12 NRS 116.3116 “is a true priority lien” the nonjudicial foreclosure of which “extinguishes a first deed
13 of trust on the property.” The decision did not address whether the statute is impermissibly void
14 because it fails to give holder of a first deed of trust on property encumbered by an association’s lien
15 fair notice (pre-SFR) that a nonjudicial foreclosure of an association’s lien would extinguish a first
16 deed of trust. It does not. Indeed, prior to the SFR decision, a number of Eighth Judicial District
17 Court judges disagreed as to whether an association’s foreclosure could extinguish a first deed of
18 trust. Similarly, Federal Court judges in the District of Nevada disagreed. To date, the courts of this
19 state still disagree as to what funds can be included in a superpriority lien, what a lender must do to
20 preserve its interest, whether the law is facially unconstitutional for failure to provide adequate
21 notice, what notice, if any, to lienholders is required, and whether a the law is federally preempted.
22 Thus, the statute deprives security holders of fair notice that their interests were in danger and what
23 they needed to do to protect their interests. Accordingly, Nationstar requests that this Court conclude
24 that NRS 116 is void for vagueness. See *Gentile v. State Bar of Nevada*, 501 U.S. 1030, 1048, 111 S.
25 Ct. 2720, 2731 (1991) (holding Supreme Court Rule as interpreted by this Court void for vagueness
26 because, “absent any clarifying interpretation by the state court, the Rule fails to provide fair notice
27 to those to whom it is directed.” (internal quotation marks and citations omitted)); *Spinelli v.*
28

1 *Immanuel Lutheran Evangelical Congregation, Inc.*, 515 N.E.2d 1222, 1228 (Ill. 1987) (holding
2 statute governing employer's disclosure obligations unconstitutional because the statute's provisions
3 were so inconsistent and conflicting that an employer of ordinary intelligence "could not determine
4 with reasonable certainty which personnel documents are, or are not, subject to disclosure.")

5
6 **V. CONCLUSION**

7 This Court should grant Nationstar's Motion for Summary Judgment because of the
8 commercially unreasonable sale price of the Property and other indications of lack of good faith in
9 the sale. Further, the HOA Lien Statute is facially unconstitutional under the Due Process Clause.

10 DATED this 27th day of August, 2015.

11 **AKERMAN LLP**

12 /s/ Allison R. Schmidt

13 ARIEL E. STERN, ESQ.

14 Nevada Bar No. 8276

15 ALLISON R. SCHMIDT, ESQ.

16 Nevada Bar No. 10743

17 AKERMAN LLP

18 1160 Town Center Drive, Suite 330

19 Las Vegas, Nevada 89144

20 *Attorneys for Defendants Nationstar Mortgage,*
21 *LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 27th day of August, 2015 and pursuant to NRCP 5(b), I caused to be served a true and correct copy of the foregoing **DEFENDANT NATIONSTAR MORTGAGE, LLC'S MOTION FOR SUMMARY JUDGMENT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof & served through the Notice Of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

Michael F. Bohn, Esq.
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376 East Warm Springs Road, Suite 140
Las Vegas, Nevada 89119
Telephone: (702) 642-3113
Facsimile: (702) 642-9766

Attorneys for Saticoy Bay LLC Series 2227 Shadow Canyon

/s/ Allen Stephens

An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A

20060207-0002596

Assessor's Parcel Number:
190-17-310-002 *17x stn*
Return To: Pulte Mortgage, LLC

7475 S. Joliet St.
Englewood, CO 80112
Attn: Sales & Acquisitions
Prepared By: Pulte Mortgage, LLC

7475 South Joliet Street Englewood,
Co 80112
Recording Requested By: Pulte Mortgage, LLC

7475 South Joliet Street
Englewood, Co 80112

01902447-190CA [Space Above This Line For Recording Data]

DEED OF TRUST MIN 100057400002555524

VRU# 1-888-679-6377

Fee: \$31.00
N/C Fee: \$0.00

02/07/2006 13:47:05
T20060023710

Requestor:
LAWYERS TITLE OF NEVADA

Frances Deane SOL
Clark County Recorder Pgs: 18

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 January 11, 2006, together with all Riders to this document.

(B) "Borrower" is Patricia E Evans An Unmarried Woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Pulte Mortgage LLC doing business as Del Webb Home Finance

Lender is a Limited Liability Company
organized and existing under the laws of Delaware

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

Form 3029 1/01

VMP-6A(NV) (0507)

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Initials: *Pte*

MNV41A FORM 71-04828

(Rev. 10/05)

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

Lender's address is 7475 South Joliet Street Englewood, CO 80112

(D) "Trustee" is Lawyers Title

(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 January 11, 2006
The Note states that Borrower owes Lender Three Hundred Fifty Thousand And 00/100

Dollars

(U.S. \$350,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2036

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

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

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Initials: PLB

VRAP-6A(NV) (0507)

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AA030

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 certain real property situated in the County of Clark, State of Nevada, described as follows: Lot Two (2) in Block One (1) of FINAL MAP OF SUN CITY ANTHEM UNIT NO. 31 as shown by map thereof on file in Book 122 of Plats, Page 29 and amended by that certain CERTIFICATE OF AMENDMENT recorded June 29, 2005 in Book 20050629 as Instrument No. 0003382 in the Office of the County Recorder of Clark County, Nevada.

Parcel ID Number: 190-17-310-002
2227 Shadow Canyon Dr
Henderson
("Property Address"):

which currently has the address of
[Street]
[City], Nevada 89044 [Zip Code]

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

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives

Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

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

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

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

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

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

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

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ currency which does not exceed the amount set by HUD.

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:

Patricia E Evans (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

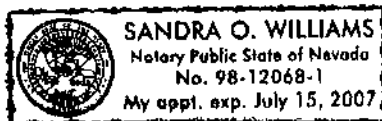
(Seal)
-Borrower

(Seal)
-Borrower

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on
Patricia E Evans

February 1, 2006 by



Sandra O Williams
SANDRA O WILLIAMS

Mail Tax Statements To:
Patricia E Evans
2227 Shadow Canyon Dr, Henderson, NV 89044

PLANNED UNIT DEVELOPMENT RIDER

VRU# 1-888-679-6377 MIN# 100057400002555524

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11th day of January, 2006, 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 Pulte Mortgage LLC doing business as Del Webb Home Finance

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2227 Shadow Canyon Dr, Henderson, NV 89044

[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 Declarations of Covenants, Conditions, and Restrictions

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

[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.

PUD1FORM71-04828 (Rev. 10/04)

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

Page 1 of 3

Initials: KE

VMP-7R (0405)

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.

PUD2FORM71-04828

VMP-7R (0405)

Initials: PL

Page 2 of 3

Form 3150 1/01

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

Patricia E. Evans (Seal)
Patricia E Evans -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

EXHIBIT B

EXHIBIT B

Inst #: 201110050000736

Fees: \$15.00

N/C Fee: \$0.00

10/05/2011 08:05:18 AM

Receipt #: 935920

Requestor:

CORELOGIC

Recorded By: MAT Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Recording Requested By:

Bank of America

Prepared By: Michael Tarkington

888-603-9011

When recorded mail to:

CoreLogic

450 E. Boundary St.

Attn: Release Dept.

Chapin, SC 29036



DocID# 86111635437718083

Tax ID: 190-17-310-002

Property Address:

2227 Shadow Canyon Dr

Henderson, NV 89044-0171

NV0-ADT 15714440 9/27/2011

This space for Recorder's use

MIN #: 10005740000255524

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 13150 WORLD GATE DR, HERNDON, VA 20170 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: PULTE MORTGAGE LLC DOING BUSINESS AS DEL WEBB HOME FINANCE

Made By: PATRICIA E EVANS AN UNMARRIED WOMAN

Trustee: LAWYERS TITLE

Date of Deed of Trust: 1/11/2006 Original Loan Amount: \$350,000.00

Recorded in Clark County, NV on: 2/7/2006, book N/A, page N/A and instrument number 20060207-0002596

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

9/28/11

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: 


Jennifer Baker, Assistant Secretary

ACKNOWLEDGEMENT

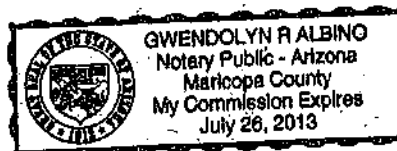
State of Arizona
County of Maricopa

On 09/28/11, before me, Gwendolyn R. Albino, Notary Public, personally appeared **Jennifer Baker of Mortgage Electronic Registration Systems, Inc.**, whose identity was proven to me on the basis of satisfactory evidence to the person who he or she claims to be and whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.



Notary Public: Gwendolyn R Albino
My Commission Expires: 07/26/2013



ATTACHED TO ASSIGNMENT OF DEED OF TRUST
DATED: EVANS
2 PAGES INCLUDING THIS PAGE

DOCID# 86111635437718083

EXHIBIT C

EXHIBIT C

Inst #: 201310150000422

Fees: \$18.00

N/C Fee: \$0.00

10/15/2013 09:10:16 AM

Receipt #: 1809366

Requestor:

DOCUMENT PROCESSING SOLUTIONS

Recorded By: COJ Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

2
The undersigned does hereby affirm that this document submitted for recording does not contain personal information about any person.

Parcel #: 190-17-310-002

When Recorded Mail To:

NATIONSTAR MORTGAGE LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067



CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, BANK OF AMERICA, N.A., S/B/M TO BAC HOME LOANS SERVICING, L.P., F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P., WHOSE ADDRESS IS 350 Highland Dr., Lewisville, TX, 75067, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon to NATIONSTAR MORTGAGE LLC, WHOSE ADDRESS IS 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by PATRICIA E. EVANS, and recorded on 02/07/2006 as Instrument # 20060207-0002596, and/or Book, Page, in the Recorder's office of CLARK County, Nevada.

Dated on 09/17/2013 MM/DD/YYYY

BANK OF AMERICA, N.A., S/B/M TO BAC HOME LOANS SERVICING, L.P., F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P., by NATIONSTAR MORTGAGE LLC, its Attorney-in-Fact

By:

Susan Lindhorst

Susan Lindhorst

ASST. SECRETARY

NSBAV 21628020 -- HUSKER CJ5472754 T1313091816 [PREP] FRMNV1



D0003513929

Parcel #: 190-17-310-002



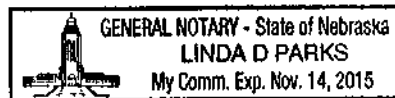
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

The foregoing instrument was acknowledged before me on 09/17/2013 (MM/DD/YYYY) by
Susan Lindhorst as ASST. SECRETARY of NATIONSTAR MORTGAGE
LLC as Attorney-in-Fact for BANK OF AMERICA, N.A., S/B/M TO BAC HOME LOANS SERVICING, L.P.,
F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P.. He/she/they is (are) personally known to me.

Signed:

Linda D Parks

Notary Public - State of NEBRASKA
Commission expires: 11-14-15



Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
NSBAV 21628020 -- HUSKER CJ5472754 T1313091816 [PREP] FRMNV1



D0003513929

EXHIBIT D

EXHIBIT D

Assessor Parcel Number: 190-17-310-002
File Number: R62960

Inst #: 201004160002794
Fees: \$14.00
N/C Fee: \$0.00
04/16/2010 10:08:46 AM
Receipt #: 315198
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: DBX Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HERBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, Inc., herein also called the Association, in accordance with Nevada Revised Statutes and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada. Which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

2227 Shadow Canyon Dr, Henderson, NV 89052

SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1, in the County of Clark

Current Owner(s) of Record:

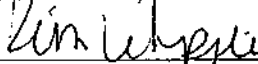
PATRICIA E. EVANS

The amount owing as of the date of preparation of this lien is **\$771.00.

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

**The said amount will increase as assessments, late fees, interest, fines/violations, collection fees and costs and/or decrease as partial payments are applied to the account.

Dated: March 30, 2010

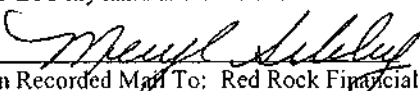


Prepared By Kim Whipple, Red Rock Financial Services, on behalf of Sun City Anthem Community Association, Inc.

STATE OF NEVADA)
COUNTY OF CLARK)

On March 30, 2010, before me, personally appeared Kim Whipple, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



When Recorded Map To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887

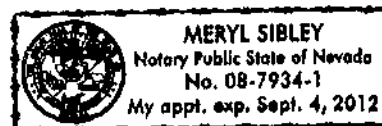


EXHIBIT E

EXHIBIT E

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052
Title Order Number: 25466

Inst #: 201006240002131
Fees: \$14.00
N/C Fee: \$0.00
06/24/2010 10:08:46 AM
Receipt #: 400933
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: SOL Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS
◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, Inc., under the Lien for Delinquent Assessments, recorded on 04/16/2010, in Book Number 20100416, as Instrument Number 0002794, reflecting PATRICIA E. EVANS as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 01/01/2010 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of June 18, 2010, the amount owed is \$2,057.18. This amount will continue to increase until paid in full.

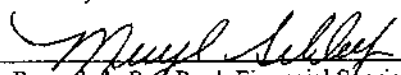

Prepared By Yvette Thomas, Red Rock Financial Services, on behalf of Sun City Anthem Community Association, Inc.

Dated: June 18, 2010

STATE OF NEVADA)
COUNTY OF CLARK)

On June 18, 2010, before me, personally appeared Yvette Thomas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119 • 702-932-6887

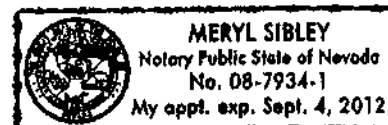


EXHIBIT F

EXHIBIT F

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052

Inst #: 201311260002900
Fee: \$18.00
N/C Fee: \$0.00
11/26/2013 11:33:28 AM
Receipt #: 1855324
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 04/16/2010 in Book Number 20100416 as Instrument Number 0002794 reflecting PATRICIA E. EVANS as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/24/2010 in Book Number 20100624 as Instrument Number 0002131 of the Official Records in the Office of the Recorder.

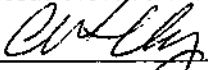
NOTICE IS HEREBY GIVEN: That on **01/02/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2227 Shadow Canyon Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052

bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$8,005.16** as of 11/26/2013, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

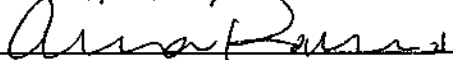
Dated: November 26, 2013


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On November 26, 2013, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and ~~official~~ seal.



Reinstatement Information: (702) 483-2996 or **Sale Information:** (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887

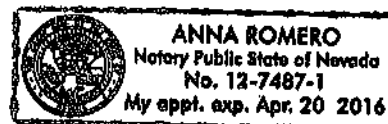


EXHIBIT G

EXHIBIT G

Mail and Return Tax statement to:
Saticoy Bay LLC Series 2227 Shadow Canyon
900 S. Las Vegas Blvd, #810
Las Vegas, NV 89101

APN # 190-17-310-002

Inst #: 201402030002095
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1374.45 Ex: #
02/03/2014 01:32:24 PM
Receipt #: 1921465
Requestor:
RESOURCES GROUP
Recorded By: CDE Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/16/2010 as instrument number 0002794 Book 20100416, in Clark County. The previous owner as reflected on said lien is PATRICIA E. EVANS. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Saticoy Bay LLC Series 2227 Shadow Canyon** (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: **SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1** which is commonly known as **2227 Shadow Canyon Dr Henderson, NV 89052**.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 06/24/2010 as instrument number 0002131 Book 20100624 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on **01/02/2014**, 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 **\$35,000.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Dated: January 9, 2014

Kimberlee Sibley

By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

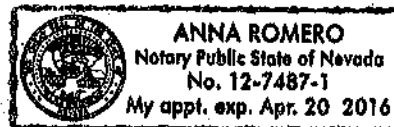
STATE OF NEVADA)
COUNTY OF CLARK)

On January 9, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero

When Recorded Mail To: Saticoy Bay LLC Series 2227 Shadow Canyon
900 S. Las Vegas Blvd, #810
Las Vegas, NV 89101



STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 90-17-310-002
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)	\$ <u>35,000</u>
Transfer Tax Value:	\$ <u>269,060</u>
Real Property Transfer Tax Due:	\$ <u>1374.45</u>

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

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

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

Signature Kimberlee Subley Capacity AGENT
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services
Address: 4775 West Teco Ave #140
City: Las Vegas
State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Salicoy Bay LLC Series 2227 Shadow Canyon
Address: 900 S. Las Vegas Blvd. #810
City: Las Vegas
State: NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: SALICOY BAY LLC SERIES 2227 Escrow # _____
Address: 900 S LAS VEGAS BLVD #810 SHADOW CANYON
City: L.V. State: NV Zip: 89101

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT H

EXHIBIT H

1
2
3 CERTIFICATE OF CUSTODIAN OF RECORDS

4 STATE OF NEVADA)

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ss:
COUNTY OF CLARK)

JULIA THOMPSON, being first sworn, states:

1. I am employed by Red Rock Financial Services ("RRFS") as a supervisor, and in such capacity I am the custodian of the records.

2. On or about the 18th day of June, 2015, I received a Subpoena calling for the production of records pertaining to Saticoy Bay LLC Series 2227 Shadow Canyon v. Nationstar Mortgage, LLC, et al., District Court, Clark County Nevada Case No. A-14-702938-C.

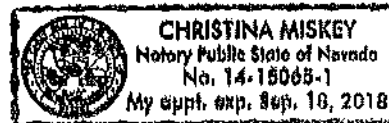
3. I and/or persons acting under my supervision have examined the information and/or records requested, and have made a true representation of the information and/or an exact copy of the records.

4. I hereby certify that the information and/or reproduction of documents attached hereto are true and complete.

DATED this 22 day of June, 2015.


JULIA THOMPSON

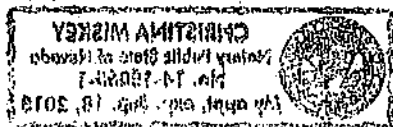
SUBSCRIBED and SWORN to before me
me this 23 day of June, 2015.




NOTARY PUBLIC in and for said
County and State

NSM000874

AA065



Ashley Panon

From: Ashley Panon
Sent: Friday, March 25, 2011 4:57 PM
To: Sacha Fotu
Cc: Charita Ann D. Pangelinan-Moore
Subject: SUCI- 2227 Shadow Canyon Drive (Patricia E. Evans)
Attachments: image001.png; Sun City Anthem-62960.pdf

Dear Community Manager,

In an effort to assist the Board of Directors in making the decision of whether or not to proceed forward with foreclosure, Red Rock Financial Services has streamlined our process.

Attached you will find a form outlining pertinent information to assist the Board of Directors in making this decision. This form includes the following information:

- 1) A brief outline of the two (2) possible outcomes of foreclosure. This will assist in making certain the Board is making an informed decision and understands the Associations' responsibility.
- 2) Comparable Property Values obtained from the Multiple Listing Service. This will provide an estimate of property value as compared to recent sales in the immediate neighborhood.
- 3) Mortgage information obtained from the Title Report. This provides the Board with an estimate of outstanding mortgages that may survive the association foreclosure.

Please present the attached form containing the above mentioned information to the Board of Directors for consideration. The Board will need to mark "Yes" (*The Association would like to proceed with foreclosure*), or "No" (*the Association does not want to proceed at this time*) and sign the form. Once the form has been completed and returned, our office will proceed in the direction selected by the Board.

Please contact me with any questions you may have at 702-215-8130

Sincerely,

Ashley Panon on behalf of Charita Pangelinan-Moore
Account Coordinator
Red Rock Financial Services

o. 702.932.6887 | f. 702.341.7733 | www.RRFS.com



Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, may contain information that is confidential and/or proprietary. If you are not an intended recipient, please be advised that any review, use, reproduction or distribution of this message is prohibited. If you have received this message in error, please notify the sender immediately by return e-mail and delete/destroy the message and any copies thereof.



Red Rock Financial Services

March 25, 2011

Re: 2227 Shadow Canyon Dr, Henderson, NV 89052
Sun City Anthem Community Association / R62960

Dear Board of Directors:

The above referenced property is at a point in the collection process where a decision must be made as to whether or not the Association is going to proceed with the foreclosure sale. The decision as to whether or not to foreclose is ultimately the Association's. Provided below is some pertinent information to assist you in this decision. Our office recommends that the Association review this information and use it to determine if foreclosure is a viable option. The Association may want to consider if there is any equity in the property and the impact on the Association of foreclosing on a property with no equity.

The Association should be aware of the two (2) possible outcomes of foreclosure:

1. The first possible outcome is when a 3rd Party steps in and purchases the property at auction. This outcome will usually only occur if there is equity and/or no mortgage. Under this outcome, the Association would be made whole.
2. The second possible outcome is that at auction no 3rd Party steps in which will cause the property to revert to the Association. The Association would then be responsible for collection costs, property tax and transfer tax. The first mortgage would remain on the property.

Below is information that was pulled from a Title Report and Multiple Listing Service (MLS). These documents may be provided upon request.

Current Comparable Property Value: Comp 1: \$255,000.00 Comp 2: \$250,000.00 Comp 3: \$263,000.00

1st Mortgage: \$350,000.00

2nd Mortgage: NONE

Lender Foreclosure Activity: NONE

Please mark your decision below, sign on the signature line and return this letter to our office.

- ☐ Yes, the Association would like to proceed with foreclosure on the above referenced property. If the Association selects Yes, our office will prepare the Permission of Publication Packet for signature. Further instruction on the foreclosure process will be provided at the time the Packet is provided to the Association.
- ☐ No, the Association does not want to proceed with foreclosure on the above referenced property. If the Association selects No, our office will not prepare the Permission of Publication however we will continue to monitor the account and continue to attempt to contact and collect from the Homeowner.

Board Member Name: _____ Dated: _____

Board Member Signature: _____ Title: _____

Please contact me with any questions you may have at 702-215-8130.

Sincerely,

Charita Pangelinan-Moore
Red Rock Financial Services

Red Rock Financial Services

www.rrfs.com

7251 Amigo Street, Suite 100 Las Vegas, NV 89119

Phone: 702.932.6887 Toll Free: 888.95.RedRock Fax: 702.341.7733

NSM000402

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.



October 15, 2013

Memorandum

To: Board of Directors for Sun City Anthem Community Association

From: Red Rock Financial Services

Re: 2227 Shadow Canyon Dr, Henderson, NV 89052
PATRICIA E. EVANS

I've attached the Permission for Publication Packets for the Board of Directors to review. If the Board of Directors agrees to foreclose on these properties please be sure that the Permission for Publication Packets is signed by the Board President. Please ensure that **ALL areas marked** as needed information are filled out in their entirety (*incomplete forms will not be accepted*). If the Board does not want to proceed with the foreclosure sale please return the packet unsigned to Red Rock Financial Services.

Additional Account Information:

1st Mortgage: \$350,000.00

2nd Mortgage: NONE

Current Comparable Property Value:

Comp 1: \$320,000.00

Comp 2: \$295,000.00

Comp 3: \$300,000.00

Other Encumbrances:

Republic Services Lien(s) in the amount of \$1,003.50

Should you have any additional questions, please feel free to contact our office at 702-932-6887.

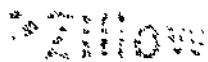
Thank you for your time,

Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rrfs.com

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check, no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.

NSM000662



2227 Shadow Canyon Dr, Henderson, NV 89044

Not for Sale

Zestimate \$301,292

Rent Zestimate:\$1,451/mo

Est. Refi Payment:\$1,173/mo

Bedrooms: 2 beds
Bathrooms: 2 baths
Single Family: 2,096 sq ft
Lot: 7,405 sqft
Year Built: 2006
Last Sold: Feb 2006 for \$446,126
Heating Type: Forced air

Description

Lincoln model w/ city views! Features 2-toned paint, crown moulding, raised panel doors, shutters & drapes, upgraded front door, ceiling fans, skylights, recessed lighting, stone exterior accents & gated courtyard. Kitchen features island, granite counter tops, tile floors on diagonal, gas cooktop & more. Master features door to patio, c

Cooling

Central

Parking

Garage - Attached

Basement Type

Unknown

Fireplace

Unknown

Floor Covering

Unknown

Attic

Unknown

Other**Construction Quality**

6.0

Exterior Material

Stucco

Last Remodel Year

2006

Room Count

5

Days on Zillow

2806

Garage Size

440

Middle School

Webb, Del E.

Stories

1.0

Elementary School

Wallin, Shirley, Wallin, Shirley

High School

Liberty

Parcel #

19017310002

Zillow Home ID

68274667

Map

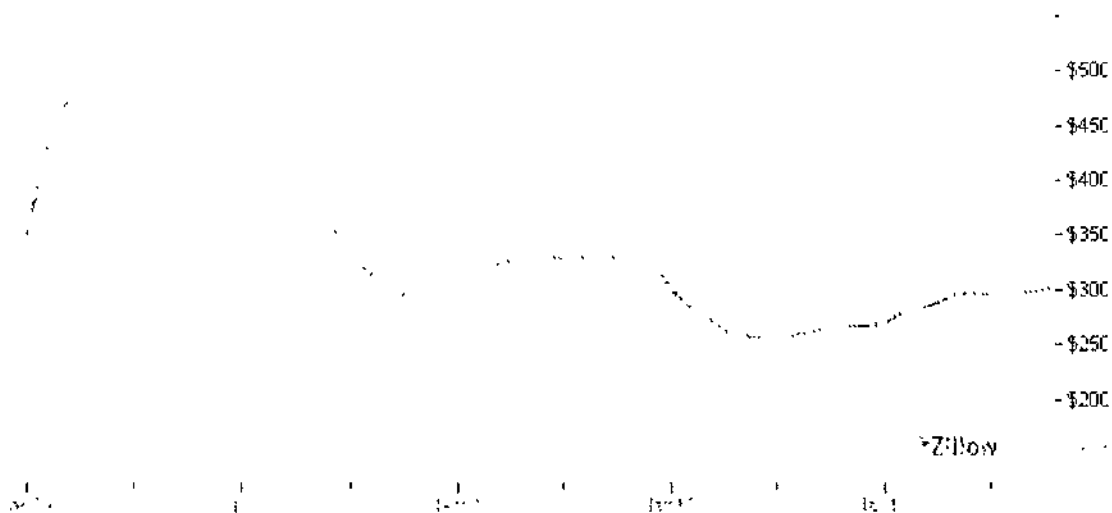
Map data ©2013 Google

Zestimates

	Value	Range	30-day change	\$/sqft	Last updated
Zestimate	\$301,292	\$235K – \$368K	+\$3,092	\$143	10/13/2013
Rent Zestimate	\$1,451/mo	\$1.3K – \$1.8K/mo	-\$9	\$0.69	10/07/2013

Owner tools

Market guide Zillow predicts 89044 home values will rise 9.7% next year, compared to a 6.6% rise for Henderson as a whole. Among 89044 homes,...

**Price History**

Date	Description	Price	Change	\$/sqft	Source
11/10/2010	Listing removed	\$375,000	--	\$178	Laura Worthington
10/17/2010	Price change	\$375,000	25,762%	\$178	Laura Worthington
06/10/2010	Listed for sale	\$1,450	-99.6%	\$0	Laura Worthington
04/28/2010	Listing removed	\$374,900	--	\$178	Coldwell Banker Premier Realty
03/29/2010	Price change	\$374,900	-0%	\$178	Coldwell Banker Premier Realty

Date	Description	Price	Change	\$/sqft	Source
03/05/2010	Listed for sale	\$375,000	-39.9%	\$178	Laura Worthington
01/31/2009	Listing removed	\$624,333	--	\$297	TourFactory
10/20/2008	Listed for sale	\$624,333	39.9%	\$297	TourFactory
02/07/2006	Sold	\$446,126	--	\$212	Public Record

Tax History

Year	Property taxes	Change	Tax assessment	Change
2013	\$2,413	--	\$87,286	6.2%

GENERAL INFORMATION	
PARCEL NO.	190-17-310-002
OWNER AND MAILING ADDRESS	EVANS PATRICIA E 2227 SHADOW CANYON DR HENDERSON NV 89044-0171
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	2227 SHADOW CANYON DR HENDERSON
ASSESSOR DESCRIPTION	SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1 SEC 17 TWP 23 RNG 62
RECORDED DOCUMENT NO.	* 20060207:02594
RECORDED DATE	02/07/2006
VESTING	NO STATUS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	514
APPRAISAL YEAR	2013
FISCAL YEAR	13-14
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2012-13	2013-14
LAND	15750	15750
IMPROVEMENTS	66418	71536
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	82168	87286
TAXABLE LAND+IMP (SUBTOTAL)	234766	249389
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	82168	87286
TOTAL TAXABLE VALUE	234766	249389

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.17 Acres
ORIGINAL CONST. YEAR	2006
LAST SALE PRICE MONTH/YEAR	446126 02/06
LAND USE	1-10 RESIDENTIAL SINGLE FAMILY
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
TOTAL LIVING SQ. FT.	2096	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	2096	STORIES	ONE STORY	POOL	NO
2ND FLOOR SQ. FT.	0	BEDROOMS	2	SPA	NO
BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	440	FIREPLACE	0	ROOF TYPE	CONCRETE TILE
CASITA SQ. FT.*	0				

*Note: Casita square footage not included in Total Living square footage.

EXHIBIT I

EXHIBIT I

1 EIGHTH JUDICIAL DISTRICT COURT

2 CLARK COUNTY, NEVADA

3

4 SATICOY BAY LLC SERIES 2227
5 SHADOW CANYON,

6 Plaintiff,

7

8 vs.

9

10 NATIONSTAR MORTGAGE, LLC;
11 PATERNO C. JURANI and REPUBLIC
12 SILVER STATE DISPOSAL, DBA
13 REPUBLIC SERVICES,

14 Defendants.

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REPORTED BY: CINDY MAGNUSSEN, RMR, CCR NO. 650

) CASE NO. A-14-702938-C
) DEPT NO. V

**CERTIFIED
COPY**

DEPOSITION OF JULIA THOMPSON
PERSON MOST KNOWLEDGEABLE 30(b)(6) FOR
RED FINANCIAL SERVICES, LLC

Taken by Defendant Nationstar Mortgage, LLC

Taken on Tuesday, July 28, 2015

At 3:06 p.m.

At All-American Court Reporters

1160 North Town Center Drive, Suite 300

Las Vegas, Nevada

Julia Thompson July 28, 2015
Person Most Knowledgeable 30(b)(6) for Red Rock Financial Services, LLC

Page 2

1 APPEARANCES:

2 For Defendant Nationstar Mortgage, LLC:

3 ALLISON R. SCHMIDT, ESQ.
4 Akerman, LLP
5 1160 Town Center Drive
6 Suite 330
7 Las Vegas, Nevada 89144
8 (702) 634-5000

9 For Red Rock Financial Services, LLC:

10 STEVEN B. SCOW, ESQ.
11 Koch & Scow, LLC
12 11500 South Eastern Avenue
13 Suite 210
14 Henderson, Nevada 89052
15 (702) 318-5040

16 Also Present: Steve Koerner

17 EXAMINATION

18 WITNESS:
19 Julia Thompson

PAGE

20 Examination by Ms. Schmidt

4

1	EXHIBITS		
2	NUMBER	DESCRIPTION	PAGE
3	A	Deposition Subpoena, 9 pages.	13
4	B	Delinquent Assessment Collection Agreement, 5 pages.	13
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6	C	Lien for Delinquent Assessments, 1 page.	14
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8	D	Notice of Default and Election to Sell, 1 page.	15
9			
10	E	Notice of Foreclosure Sale, 2 pages.	17
11	F	Foreclosure Deed, 3 pages.	21
12	G	Foreclosure Deed, 3 pages.	22
13	H	Memo, 1 page.	24
14	I	Payment Allocation Report, 14 pages.	25
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23			
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25			

1 LAS VEGAS, NEVADA; JULY 28, 2015

2 3:06 P.M.

3 -oOo-

4 (NRCF Rule 30(b)(4) waived by the parties prior to the
5 commencement of the deposition.)

6 Thereupon--

7 JULIA THOMPSON,

8 was called as a witness, and having been first duly sworn,
9 was examined and testified as follows:

10 EXAMINATION

11 BY MS. SCHMIDT:

12 Q. This is the time set for the deposition in the
13 case designated as A-14-702938 of the NRCF 30(b)(6)
14 witness of Red Rock Financial Services.

15 Can you state your name and spell your last
16 name for the record, please.

17 A. Julia Thompson, T-h-o-m-p-s-o-n.

18 Q. Thank you, Ms. Thompson. And I am Allison
19 Schmidt. I am the attorney for Nationstar Mortgage in
20 this case.

21 I'm going to hand you what we will mark as
22 Exhibit A. Have you reviewed this document?

23 A. Yes.

24 Q. And you rereviewed the topics attached to the
25 deposition subpoena?

1 Q. And would the authorization that was obtained
2 prior to the notice of sale being recorded look similar
3 to this?

4 A. Not necessarily. But it would be on Red Rock
5 letterhead.

6 MS. SCHMIDT: Okay. And then we will
7 mark this as Exhibit I.

8 (Exhibit I marked)

9 BY MS. SCHMIDT:

10 Q. And I will represent to you that this is also a
11 ledger that was contained in Red Rock's production
12 pursuant to the subpoena duces tecum in this case.

13 Can you describe for me what this document is?

14 A. It's a payment allocation report.

15 Q. And when is a payment allocation report
16 generated?

17 A. When we process a payment.

18 Q. And the payment process in this case says
19 \$20,000; is that correct?

20 A. Correct.

21 Q. And then it also says total \$35,000 in
22 handwriting below that.

23 A. Yes.

24 Q. Can you describe the discrepancy there?

25 A. So if you look next to payment summary, it's

1 handwritten. It says three allocations. So there were
2 three separate payments that we posted to total \$35,000.

3 This one, the printed is the \$20,000 payment.
4 The handwriting is adding up all the payments together.

5 Q. Okay.

6 And out of the \$35,000 payment, how much of
7 that was excess proceeds? Can you tell that from this
8 document?

9 A. \$8,752.59.

10 Q. So can you tell me how the rest of the \$35,000
11 was allocated?

12 A. \$23,142.19 went to the association. \$2,741.22
13 went to Red Rock. And then \$364 went to North American
14 Title, who is our title company that provides the title
15 reports.

16 Q. So looking at this ledger in the payment that
17 was allocated to the association, did that include
18 assessments or past due assessments, I should say?

19 A. Yes.

20 Q. Did that include past due late fees?

21 A. Yes.

22 Q. Did that include interest?

23 A. Yes.

24 Q. And did that include fines?

25 A. It did include fines. Yes.



PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: SUCI0017503902
Information as of: January 03, 2014

Account Information

Company: FirstService Residential Nevada, LLC
Association: Sun City Anthem Community Association
Property Address: 2227 Shadow Canyon Dr, Henderson NV 89052
Owners: SUN CITY ANTHEM COMMUNITY ASSOCIATION; PULTE MORTGAGE LLC; CACV OF COLORADO, LLC; UNIFUND CCR PARTNERS; JOHN FICO AND JANET FICO; CROWN ASSET MANAGEMENT, LLC; ATLANTIC CREDIT and FINANCE INC.; CACH, LLC; PATRICIA E. EVANS; Patricia E. Evans; Patricia E. Evans; NATIONSTAR MORTGAGE, LLC; REPUBLIC SERVICES; CITY OF HENDERSON; State of Nevada Ombudsman for Common-Interest Communities; PULTE MORTGAGE LLC

Payment Summary

3 allocations

Payment Processed	\$20,000.00
Allocation Categories	
Association	
* Misc 1	$3801^{75} + 10,000^{00} + (\$9,340.41) = \$23,142.19$
RRFS	$(\$8,752.59)$
Title <i>N. American #25466</i>	$119822 + (\$1,543.00) = \2741.22
Total Allocations	$(\$364.00)$
	(\$20,000.00)

Payment Detail

Total: \$35,000.00

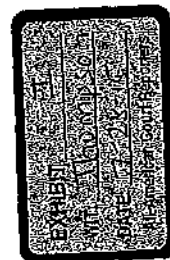
Date:	Description:	Code:	Amount:	Check:	Memo:
01/03/2014	Red Rock Paid In Full	PIFRR	20,000.00	CC	PIF HOA SALE
				0885601920	

Association Allocation Detail

Assessment		Total:	(\$2,545.00)
Date:	Description:	Code:	Amount:
01/01/2010	Sun City Anthem QT Assmt	SQA	-240.00
04/01/2010	Sun City Anthem QT Assmt	SQA	-240.00
07/01/2010	Sun City Anthem QT Assmt	SQA	-240.00
01/01/2011	Sun City Anthem QT Assmt	SQA	-250.00
04/01/2011	Sun City Anthem QT Assmt	SQA	-250.00
07/01/2011	Sun City Anthem QT Assmt	SQA	-250.00
10/01/2011	Sun City Anthem QT Assmt	SQA	-250.00
01/01/2012	Sun City Anthem QT Assmt	SQA	-275.00
04/01/2012	Sun City Anthem QT Assmt	SQA	-275.00
07/01/2012	Sun City Anthem QT Assmt	SQA	-275.00

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* Excess Funds \$8752.59
- Clark County District Court
GIVE CHECKS TO CHRISTIE M



PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: SUCI0017503902.
Information as of: January 03, 2014

Late Fee			Total:	(\$725.00)
Date:	Description:	Code:	Amount:	
01/30/2010	Late Fees	LF	-25.00	
03/03/2010	Late Fees	LF	-25.00	
03/30/2010	Late Fees	LF	-25.00	
04/30/2010	Late Fees	LF	-25.00	
05/30/2010	Late Fees	LF	-25.00	
06/30/2010	Late Fees	LF	-25.00	
07/30/2010	Late Fees	LF	-25.00	
08/30/2010	Late Fees	LF	-25.00	
09/30/2010	Late Fees	LF	-25.00	
01/30/2011	Late Fees	LF	-25.00	
03/02/2011	Late Fees	LF	-25.00	
03/30/2011	Late Fees	LF	-25.00	
04/30/2011	Late Fees	LF	-25.00	
05/30/2011	Late Fees	LF	-25.00	
06/30/2011	Late Fees	LF	-25.00	
07/30/2011	Late Fees	LF	-25.00	
08/30/2011	Late Fees	LF	-25.00	
09/30/2011	Late Fees	LF	-25.00	
10/30/2011	Late Fees	LF	-25.00	
11/30/2011	Late Fees	LF	-25.00	
12/30/2011	Late Fees	LF	-25.00	
01/30/2012	Late Fees	LF	-25.00	
03/01/2012	Late Fees	LF	-25.00	
03/30/2012	Late Fees	LF	-25.00	
04/30/2012	Late Fees	LF	-25.00	
05/31/2012	Late Fees	LF	-25.00	
06/30/2012	Late Fees	LF	-25.00	
07/31/2012	Late Fees	LF	-25.00	
08/31/2012	Late Fees	LF	-25.00	

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: SUCI0017503902
Information as of: January 03, 2014

Interest			Total:	(\$111.84)
Date:	Description:	Code:	Amount:	
03/31/2010	Interest	INT	-1.06	
04/30/2010	Interest	INT	-1.06	
05/30/2010	Interest	INT	-2.11	
06/30/2010	Interest	INT	-2.11	
07/31/2010	Interest	INT	-2.11	
08/31/2010	Interest	INT	-2.11	
09/30/2010	Interest	INT	-3.17	
10/31/2010	Interest	INT	-3.17	
12/30/2010	Interest	INT	-3.17	
01/31/2011	Interest	INT	-3.17	
03/02/2011	Interest	INT	-4.27	
03/31/2011	Interest	INT	-4.27	
04/30/2011	Interest	INT	-4.27	
05/31/2011	Interest	INT	-5.37	
06/30/2011	Interest	INT	-5.37	
07/31/2011	Interest	INT	-5.37	
08/31/2011	Interest	INT	-6.47	
09/30/2011	Interest	INT	-6.47	
10/31/2011	Interest	INT	-6.47	
11/30/2011	Interest	INT	-7.57	
12/31/2011	Interest	INT	-7.57	
01/31/2012	Interest	INT	-7.57	
03/01/2012	Interest	INT	-8.78	
03/30/2012	Interest	INT	-8.78	

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960

Mgmt Account: SUCI0017503902

Information as of: January 03, 2014

Fine	Date:	Description:	Code:	Total:	(\$5,958.57)
				Amount:	
	07/29/2011	Fine	FINE	-100.00	
	08/05/2011	Fine	FINE	-100.00	
	08/12/2011	Fine	FINE	-100.00	
	08/19/2011	Fine	FINE	-100.00	
	08/26/2011	Fine	FINE	-100.00	
	09/02/2011	Fine	FINE	-100.00	
	09/09/2011	Fine	FINE	-100.00	
	09/16/2011	Fine	FINE	-100.00	
	09/26/2011	Fine	FINE	-100.00	
	09/30/2011	Fine	FINE	-100.00	
	10/07/2011	Fine	FINE	-100.00	
	10/14/2011	Fine	FINE	-100.00	
	10/21/2011	Fine	FINE	-100.00	
	11/07/2011	Fine	FINE	-100.00	
	11/07/2011	Fine	FINE	-100.00	
	11/14/2011	Fine	FINE	-100.00	
	11/18/2011	Fine	FINE	-100.00	
	11/28/2011	Fine	FINE	-100.00	
	12/02/2011	Fine	FINE	-100.00	
	12/02/2011	Fine	FINE	-100.00	
	12/09/2011	Fine	FINE	-100.00	
	12/16/2011	Fine	FINE	-100.00	
	12/23/2011	Fine	FINE	-100.00	
	01/03/2012	Fine	FINE	-100.00	
	01/06/2012	Fine	FINE	-100.00	
	01/13/2012	Fine	FINE	-100.00	
	01/20/2012	Fine	FINE	-100.00	
	01/27/2012	Fine	FINE	-100.00	
	02/03/2012	Fine	FINE	-100.00	
	02/10/2012	Fine	FINE	-100.00	
	02/17/2012	Fine	FINE	-100.00	
	02/24/2012	Fine	FINE	-100.00	
	03/02/2012	Fine	FINE	-100.00	
	03/09/2012	Fine	FINE	-100.00	
	03/16/2012	Fine	FINE	-100.00	
	03/23/2012	Fine	FINE	-100.00	

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: 5UCI0017503902
Information as of: January 03, 2014

03/30/2012	Fine	FINE	-100.00
04/11/2012	Fine	FINE	-100.00
04/13/2012	Fine	FINE	-100.00
04/20/2012	Fine	FINE	-100.00
04/27/2012	Fine	FINE	-100.00
05/04/2012	Fine	FINE	-100.00
05/11/2012	Fine	FINE	-100.00
05/18/2012	Fine	FINE	-100.00
05/25/2012	Fine	FINE	-100.00
06/01/2012	Fine	FINE	-100.00
06/08/2012	Fine	FINE	-100.00
06/15/2012	Fine	FINE	-100.00
06/22/2012	Fine	FINE	-100.00
06/29/2012	Fine	FINE	-100.00
07/06/2012	Fine	FINE	-100.00
07/13/2012	Fine	FINE	-100.00
07/23/2012	Fine	FINE	-100.00
07/27/2012	Fine	FINE	-100.00
08/03/2012	Fine	FINE	-100.00
08/10/2012	Fine	FINE	-100.00
08/17/2012	Fine	FINE	-100.00
08/24/2012	Fine	FINE	-100.00
08/31/2012	Fine	FINE	-100.00
09/07/2012	Fine	FINE	-58.57

Misc 1 Allocation Detail

Misc 1		Total:	(\$8,752.59)
Date:	Description:	Code:	Amount:
01/03/2014	Misc. Charge	3PRTY	-8,752.59

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
 Mgmt Account: SUCI0017503902
 Information as of: January 03, 2014

RRFS Allocation Detail

RRFS			Total:	(\$1,543.00)
Date:	Description:	Code:		Amount:
03/18/2010	Intent to Lien Letter	INLDA		-125.00
03/18/2010	Mailing Costs	MAIL1		-9.00
03/30/2010	Lien for Delinquent Assessment	LIEN		-275.00
03/30/2010	Lien Recording Costs	RCLDA		-28.00
03/30/2010	Lien Release	RLDA		-35.00
03/30/2010	Mailing Costs	MAIL2		-9.00
05/25/2010	Intent to NOD	INNOD		-90.00
06/18/2010	NOD Mailing Costs	MAIL3		-90.00
06/18/2010	NOD Release	RLNOD		-35.00
06/18/2010	NOD Release Recording Costs	RSNOD		-14.00
06/18/2010	Notice of Default	NOD		-375.00
08/31/2010	Intent to NOS	INNOS		-90.00
08/31/2010	Mortgage Letter	MORTG		-60.00
12/29/2010	Certified Mail	MAILC		-18.00
12/29/2010	New Contact Letter	RRNCL		-75.00
08/12/2011	RRFS Monitor Bankruptcy	RRMBK		-100.00
02/09/2012	Intent to NOS	INNOS		-90.00
08/06/2012	Intent to Conduct Foreclosure	RRICF		-25.00

Title Allocation Detail

Title			Total:	(\$364.00)
Date:	Description:	Code:		Amount:
05/18/2010	NOD Recording Costs	RCNOD		-14.00
06/18/2010	Trustee Sale Guarantee	TSG		-350.00

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: SUCI0017503902
Information as of: January 03, 2014

Account Information

Company: FirstService Residential Nevada, LLC
Association: Sun City Anthem Community Association
Property Address: 2227 Shadow Canyon Dr, Henderson NV 89052
Owners: SUN CITY ANTHEM COMMUNITY ASSOCIATION;PULTE MORTGAGE LLC;CACV OF COLORADO, LLC;UNIFUND CCR PARTNERS;JOHN FICO AND JANET FICO;CROWN ASSET MANAGEMENT, LLC;ATLANTIC CREDIT and FINANCE INC.;CACH, LLC;PATRICIA E. EVANS;Patricia E. Evans;Patricia E. Evans;NATIONSTAR MORTGAGE, LLC;REPUBLIC SERVICES;CITY OF HENDERSON;State of Nevada Ombudsman for Common-Interest Communities;PULTE MORTGAGE LLC

Payment Summary

Payment Processed	\$10,000.00
Allocation Categories	
Association	(\$10,000.00)
Total Allocations	(\$10,000.00)

Payment Detail

Date:	Description:	Code:	Amount:	Check:	Memo:
01/03/2014	Red Rock Paid in Full	PIFRR	10,000.00	CC 0885601921	PIF HOA SALE

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: 6UCI0017503902
Information as of: January 03, 2014

Association Allocation Detail

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: 6UCI0017503902
Information as of: January 03, 2014

Fine	Date:	Description:	Code:	Total:	(\$8,256.90)
				Amount:	
	09/07/2012	Fine	FINE		-41.43
	09/14/2012	Fine	FINE		-100.00
	09/21/2012	Fine	FINE		-100.00
	09/28/2012	Fine	FINE		-100.00
	10/05/2012	Fine	FINE		-100.00
	10/12/2012	Fine	FINE		-100.00
	10/19/2012	Fine	FINE		-100.00
	10/29/2012	Fine	FINE		-100.00
	11/02/2012	Fine	FINE		-100.00
	11/09/2012	Fine	FINE		-100.00
	11/16/2012	Fine	FINE		-100.00
	11/26/2012	Fine	FINE		-100.00
	11/30/2012	Fine	FINE		-100.00
	12/07/2012	Fine	FINE		-100.00
	12/14/2012	Fine	FINE		-100.00
	12/21/2012	Fine	FINE		-100.00
	12/28/2012	Fine	FINE		-100.00
	01/04/2013	Fine	FINE		-100.00
	01/11/2013	Fine	FINE		-100.00
	01/18/2013	Fine	FINE		-100.00
	01/25/2013	Fine	FINE		-100.00
	02/01/2013	Fine	FINE		-100.00
	02/08/2013	Fine	FINE		-100.00
	02/15/2013	Fine	FINE		-100.00
	02/22/2013	Fine	FINE		-100.00
	03/01/2013	Fine	FINE		-100.00
	03/08/2013	Fine	FINE		-100.00
	03/15/2013	Fine	FINE		-100.00
	03/22/2013	Fine	FINE		-100.00
	04/01/2013	Fine	FINE		-100.00
	04/05/2013	Fine	FINE		-100.00
	04/12/2013	Fine	FINE		-100.00
	04/19/2013	Fine	FINE		-100.00
	04/26/2013	Fine	FINE		-100.00
	05/03/2013	Fine	FINE		-100.00
	05/10/2013	Fine	FINE		-100.00

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: SUCI0017503902
Information as of: January 03, 2014

05/17/2013	Fine	FINE	-100.00
05/24/2013	Fine	FINE	-100.00
05/31/2013	Fine	FINE	-100.00
06/07/2013	Fine	FINE	-100.00
06/14/2013	Fine	FINE	-100.00
06/21/2013	Fine	FINE	-100.00
06/28/2013	Fine	FINE	-100.00
07/08/2013	Fine	FINE	-100.00
07/12/2013	Fine	FINE	-100.00
07/23/2013	Fine	FINE	-100.00
07/26/2013	Fine	FINE	-100.00
07/26/2013	Fine	FINE	-100.00
07/26/2013	Fine	FINE	-100.00
08/02/2013	Fine	FINE	-150.00
08/09/2013	Fine	FINE	-100.00
08/09/2013	Fine	FINE	-100.00
08/09/2013	Fine	FINE	-100.00
08/19/2013	Fine	FINE	-150.00
08/19/2013	Fine	FINE	-100.00
08/19/2013	Fine	FINE	-100.00
08/23/2013	Fine	FINE	-100.00
08/23/2013	Fine	FINE	-100.00
08/23/2013	Fine	FINE	-100.00
08/30/2013	Fine	FINE	-150.00
08/30/2013	Fine	FINE	-100.00
08/30/2013	Fine	FINE	-100.00
09/09/2013	Fine	FINE	-150.00
09/09/2013	Fine	FINE	-100.00
09/09/2013	Fine	FINE	-100.00
09/13/2013	Fine	FINE	-100.00
09/13/2013	Fine	FINE	-100.00
09/13/2013	Fine	FINE	-100.00
09/20/2013	Fine	FINE	-150.00
09/20/2013	Fine	FINE	-100.00
09/20/2013	Fine	FINE	-100.00
09/27/2013	Fine	FINE	-150.00
09/27/2013	Fine	FINE	-100.00
09/27/2013	Fine	FINE	-150.00

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
 Mgmt Account: SUCI0017503902
 Information as of: January 03, 2014

10/07/2013	Fine	FINE	-100.00
10/07/2013	Fine	FINE	-100.00
10/07/2013	Fine	FINE	-150.00
10/11/2013	Fine	FINE	-65.47
10/11/2013	Fine	FINE	-150.00

Interest		Total:	(\$68.10)
Date:	Description:	Code:	Amount:
09/30/2012	Interest	INT	-11.20
12/31/2012	Interest	INT	-12.41
03/31/2013	Interest	INT	-13.62
06/30/2013	Interest	INT	-14.83
09/30/2013	Interest	INT	-16.04

Late Fee		Total:	(\$300.00)
Date:	Description:	Code:	Amount:
09/30/2012	Late Fees	LF	-25.00
10/31/2012	Late Fees	LF	-25.00
11/30/2012	Late Fees	LF	-25.00
12/31/2012	Late Fees	LF	-25.00
01/31/2013	Late Fees	LF	-25.00
03/31/2013	Late Fees	LF	-25.00
05/01/2013	Late Fees	LF	-25.00
05/31/2013	Late Fees	LF	-25.00
06/30/2013	Late Fees	LF	-25.00
07/31/2013	Late Fees	LF	-25.00
08/31/2013	Late Fees	LF	-25.00
09/30/2013	Late Fees	LF	-25.00

Assessment		Total:	(\$1,375.00)
Date:	Description:	Code:	Amount:
10/01/2012	Sun City Anthem QT Assmt	SQA	-275.00
01/01/2013	Sun City Anthem QT Assmt	SQA	-275.00
04/01/2013	Sun City Anthem QT Assmt	SQA	-275.00
07/01/2013	Sun City Anthem QT Assmt	SQA	-275.00
10/01/2013	Sun City Anthem QT Assmt	SQA	-275.00

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PAYMENT ALLOCATION REPORT

RRFS Account: 62960
Mgmt Account: SUCI0017503902
Information as of: January 03, 2014

Account Information

Company: FirstService Residential Nevada, LLC
Association: Sun City Anthem Community Association
Property Address: 2227 Shadow Canyon Dr, Henderson NV 89052
Owners: SUN CITY ANTHEM COMMUNITY ASSOCIATION;PULTE MORTGAGE LLC;CACV OF COLORADO, LLC;UNIFUND CCR PARTNERS;JOHN FICO AND JANET FICO;CROWN ASSET MANAGEMENT, LLC;ATLANTIC CREDIT and FINANCE INC.;CACH, LLC;PATRICIA E. EVANS;Patricia E. Evans;Patricia E. Evans;NATIONSTAR MORTGAGE, LLC;REPUBLIC SERVICES;CITY OF HENDERSON;State of Nevada Ombudsman for Common-Interest Communities;PULTE MORTGAGE LLC

Payment Summary

Payment Processed	\$5,000.00
Allocation Categories	
Association	(\$3,801.78)
RRFS	(\$1,198.22)
Total Allocations	(\$5,000.00)

Payment Detail

Date:	Description:	Code:	Amount:	Check:	Memo:
01/03/2014	Red Rock Paid in Full	PIFRR	5,000.00	CC 0885601877	PIF HOA SALE

1/3/2014 2:30:37 PM Processed By: Reporting

RED ROCK FINANCIAL SERVICES 4776 W Teco Avenue, Suite 140, Las Vegas, NV 89116 Phone (702) 832-6087 Fax (702) 341-7733
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Association Allocation Detail

1/3/2014 2:30:38 PM Processed By- Reporting

AA095



PAYMENT ALLOCATION REPORT

RRFS Account: 62960
 Mgmt Account: SUCI0017503902
 Information as of: January 03, 2014

Late Fee			
Date:	Description:	Code:	Total: (\$75.00)
10/31/2013	Late Fees	LF	Amount: -25.00
11/30/2013	Late Fees	LF	-25.00
12/30/2013	Late Fee	RRLF	-25.00
Interest			
Date:	Description:	Code:	Total: (\$17.25)
12/30/2013	Association Interest	ASINT	Amount: -17.25
Assessment			
Date:	Description:	Code:	Total: (\$275.00)
01/01/2014	Quarterly Assessment	ASQA	Amount: -275.00

RRFS Allocation Detail

RRFS			
Date:	Description:	Code:	Total: (\$1,198.22)
10/15/2013	Intent to Conduct Foreclosure	RRICF	Amount: -25.00
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Mailing Costs	MAIL4	-8.57
11/26/2013	NOS Recording Costs	RCNOS	-23.00
11/26/2013	Notice of Sale	NOS	-275.00
11/26/2013	Publishing and Posting Costs	PUBLISHING	-496.67
01/02/2014	Conduct Foreclosure Sale	RRCFS	-125.00
01/02/2014	Prepare and Record Trustee Deed	RRRTD	-125.00

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© RED ROCK FINANCIAL SERVICES 4775 W. Teco Avenue Suite 140, Las Vegas NV 89118 Phone (702) 932-6887 Fax (702) 341-7783
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EXHIBIT J

EXHIBIT J

DDW

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

ALLISON R. SCHMIDT, ESQ.

Nevada Bar No. 4642

AKERMAN LLP

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Telephone: (702) 634-5000

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Email: ariel.stern@akerman.com

Email: allison.schmidt@akerman.com

Attorneys for Nationstar Mortgage, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SATICOY BAY LLC SERIES 2227 SHADOW
CANYON,

Plaintiff,

v.

NATIONSTAR MORTGAGE, LLC; PATERNO
C. JURANI and REPUBLIC SILVER STATE
DISPOSAL, DBA REPUBLIC SERVICES,

Defendants.

Case No.: A-14-702938-C

Dept.: V

**DEFENDANT NATIONSTAR
MORTGAGE LLC'S INITIAL
DISCLOSURE OF EXPERT WITNESS**

Defendant Nationstar Mortgage, LLC by and through their attorneys AKERMAN LLP, hereby
designate the following expert witness:

1. Matthew Lubawy
Valbridge Property Advisors
3034 S. Durango Drive, Suite 100
Las Vegas, Nevada 89117

Matthew Lubawy will provide his opinion as to the value of the subject property at the time
of sale.

1 Mr. Lubaway's expert report, curriculum vitae, and fee scheduled are attached hereto as
2 **Exhibit A.**

3 Dated this 4th day of May, 2015.

4 **AKERMAN LLP**

/s/ Allison R. Schmidt

5 **ARIEL E. STERN, ESQ.**

Nevada Bar No. 8276

6 **ALLISON R. SCHMIDT, ESQ.**

Nevada Bar No. 10743

7 1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

8 *Attorneys for Nationstar Mortgage, LLC*

9
10 **CERTIFICATE OF SERVICE**

11 I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 4th day of
12 May, 2015 I caused to be served a true and correct copy of foregoing **DEFENDANT**
13 **NATIONSTAR MORTGAGE LLC'S INITIAL DISCLOSURE OF EXPERT WITNESS** in the
14 following manner:

15 **(ELECTRONIC SERVICE ONLY)** Pursuant to Administrative Order 14-2, the above-
16 referenced document was electronically served on the date hereof and served through the Notice of
17 Electronic Filing automatically generated by the Court's facilities to those parties listed on the
18 Court's Master Service List.

19 Michael F. Bohn, Esq.

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

20 376 E. Warm Springs Road, Suite 140

Las Vegas, NV 89119

21 *Attorneys for Plaintiff*

22
23 */s/ Lucille Chiusano*

24 An employee of AKERMAN LLP

EXHIBIT A

RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 15-1018

Property Address: 2227 Shadow Canyon Drive	City: Henderson	State: NV	Zip Code: 89044
County: Clark	Legal Description: Sun City Anthem Unit #31, Book 122, Page 28, Lot 2, Block 1		
Assessor's Parcel #: 190-17-310-002	Tax Year: 2014	R.F. Taxes: \$ 2,484.92	Special Assessments: \$ comments
Current Owner of Record: Patricia E. Evans (as of 1/12/2014)	Occupant: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Manufactured Housing		
Project Type: <input checked="" type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)	HOA: \$ 80	<input type="checkbox"/> per year <input checked="" type="checkbox"/> per month	
Market Area Name: Anthem	Map Reference: 98-C5	Census Tract: 57.16	
The purpose of this appraisal is to develop an opinion of: <input type="checkbox"/> Market Value (as defined), or <input checked="" type="checkbox"/> other type of value (describe) Fair Market Value			
This report reflects the following value (if not current, see comments): <input type="checkbox"/> Current (the Inspection Date is the Effective Date) <input checked="" type="checkbox"/> Retrospective <input type="checkbox"/> Prospective			
Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)			
Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)			
Intended Use: L1: Location			
Intended User(s) by name or type: Akerman, LLP and Nationstar Mortgage, LLC			
Client: Akerman, LLP	Address: 1160 Town Center Dr, Suite 330, Las Vegas, NV 89144		
Appraiser: Tammy L. Howard	Address: 3034 S. Durango Drive, Suite 100, Las Vegas, NV 89117		
Location: <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant Occupancy	One-Unit Housing	Present Land Use
Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	PRICE	AGE	One-Unit 80 %
Growth rate: <input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow	(\$/sq ft)	(yrs)	2-4 Unit %
Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining	175 Low 4		Multi-Unit 5 %
Demand/supply: <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	4.2 High 16		Comm'l 10 %
Marketing time: <input checked="" type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.	375 Pred 10		%
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): The subject is located in the master planned community of Anthem which is situated in Henderson, the SE ptn. of Las Vegas Valley, +/- 20 miles from the downtown area. This community encompasses 2,636 acres & is reported to be 96% complete with 14,721 existing units as of January 2013. SFR's range from tract style to custom homes located on/around private golf courses with a compatible mix of qualities & styles. Anthem is generally situated south of Sunridge Heights Pkwy & east of the ongoing Inspirada community. The area has an adequate mix of public schools, parks, shops, & general conveniences. The area is easily accessed via a combination of I-15, the 215 Beltway & local streets. Neighborhood price per square foot trend indicates a stable value trend. The average list price to sale price ratio during the prior year within the neighborhood is approximately 99%. The reasonable exposure time for the subject property at the Opinion of Market Value stated in this report is 30-60 days.			
Dimensions: See attached Plat Map	Site Area: 7,394 SF	<input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac	
Zoning Classification: RS-6	Description: Low Density Residential (6 Units per Acre)	Topography	Level
Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		Size	Typical / Neighborhood
Utilities Public Other Description	Off-site Improvements Type	Public Private	Shape Rectangular
Electricity <input checked="" type="checkbox"/> <input type="checkbox"/>	Street Asphalt <input checked="" type="checkbox"/> <input type="checkbox"/>		Drainage Adequate
Gas <input checked="" type="checkbox"/> <input type="checkbox"/>	Curb/Gutter Concrete <input checked="" type="checkbox"/> <input type="checkbox"/>		View Open desert/common area
Water <input checked="" type="checkbox"/> <input type="checkbox"/>	Sidewalk Concrete <input checked="" type="checkbox"/> <input type="checkbox"/>		Landscaping Typical for the neighborhood
Sanitary Sewer <input checked="" type="checkbox"/> <input type="checkbox"/>	Street Lights Electric <input checked="" type="checkbox"/> <input type="checkbox"/>		
Storm Sewer <input type="checkbox"/> <input type="checkbox"/> Unknown	Alley None <input type="checkbox"/> <input type="checkbox"/>		
FEMA Spec'l Flood Hazard Area <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No FEMA Flood Zone X	FEMA Map # 32003C2830F	FEMA Map Date 11-16-11	
Highest & Best Use as Improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)	Use as appraised in this report: Residential		
Actual Use as of Effective Date: Residential	Summary of Highest & Best Use: The Highest and best Use is as it exists, a single family residence.		
Site Comments: No apparent adverse easements, encroachment, environmental conditions, illegal or legal nonconforming zoning uses noted at the time of the inspection; however, inspection was made with out the benefit of a title report or survey.			
General Description	Exterior Description	Foundation	Basement <input checked="" type="checkbox"/> None
# of Units 1 <input type="checkbox"/> Acc. Unit	Foundation Concrete	Slab Concrete	Heating Type FAU
# of Stories 1	Exterior Walls Stucco	Crawl Space None	Fuel Gas
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Alt. <input type="checkbox"/>	Roof Surface Conc. tile	Basement None	Ceiling
Design (Style) Standard	Gutters & Downsp. None	Sump Pump <input type="checkbox"/> N/A	Walls
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und. Cons.	Window Type Fixed/Sliding	Dampness <input type="checkbox"/> None/Noted	Floor
Actual Age (Yrs.) 8	Storm/Screen Woven Mesh	Settlement None/Noted	Outside Entry
Effective Age (Yrs.) 8		Infestation None/Noted	
Interior Description	Appliances	Attic	Antennae
Floors Tile/carpel	Refrigerator <input type="checkbox"/> None	None	Fireplace(s) # 1
Walls Drywall/paint	Range/Oven <input type="checkbox"/> Stairs	None	Woodstove(s) #
Trim/Finish Wood/paint	Disposal <input checked="" type="checkbox"/> Drop Stair	None	
Bath Floor Tile	Dishwasher <input checked="" type="checkbox"/> Scentle	None	
Bath Wall(s) Cultured marble	Fan/Hood <input checked="" type="checkbox"/> Floor	None	
Doors Raised panel	Microwave <input checked="" type="checkbox"/> Heated	None	
	Washer/Dryer <input type="checkbox"/> Finished	None	
Finished area above grade contains: 5 Rooms	2 Bedrooms	2 Bath(s)	2,096 Square Feet of Gross Living Area Above Grade
Additional features: Tile flooring, frosted glass front door, glass doors on den, tile/carpelated floors, crown moulding in main living areas, ceiling fans, some shutters, blinds/verticals, ceiling fans, granite countertops in kitchen, front/rear desert landscaping with block planters, concrete block walls, covered patio.			
Describe the condition of the property (including physical, functional and external obsolescence): As of the effective date of this appraisal, the subject property is assumed to be in average condition. At the time of inspection, there were no apparent major repairs, renovation, or remodeling evident.			
The effective age is based on the appraiser's exterior inspection of the property. An exterior inspection of the property was performed from the public street. An extraordinary assumption is made that the interior is in similar condition as the exterior and that the condition was similar at the effective date of this appraisal. The use of the extraordinary assumption may have affected the assignment results.			
*Personal property items are not included herein. The interior description has been based on an MLS listings for the subject (for sale & for rent) in 2010, 2011, 2014.			

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RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 15-1018

My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.				
Data Source(s): County Records/MLS				
1st Prior Subject Sale/Transfer	Analysis of Sale/Transfer History: A search of MLS and County Records did not reveal any sale or listing of the subject in the three year period preceding the date of value, January 2, 2014. The property was purchased new from the builder in February 2006 for \$446,126.			
Date: N/A				
Source(s): County Records				
2nd Prior Subject Sale/Transfer				
Date:				
Price:				
Source(s):				
SALES COMPARISON APPROACH TO VALUE (if developed) <input type="checkbox"/> The Sales Comparison Approach was not developed for this appraisal.				
FEATURE	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Address	2227 Shadow Canyon Drive Henderson, NV 89044	2581 Shellsburg Avenue Las Vegas, NV 89052	1740 Warrington Drive Las Vegas, NV 89052	2641 Peoria Avenue Las Vegas, NV 89052
Proximity to Subject	2.08 miles NW	1.75 miles NW	1.82 miles NW	
Sale Price	\$ 0.00	\$ 335,000	\$ 289,000	\$ 299,000
Sale Price/Sq.ft.	\$ /sq.ft.	\$ 149.89 /sq.ft.	\$ 158.70 /sq.ft.	\$ 162.77 /sq.ft.
Data Source(s)	Inspection	MLS#1364724	MLS#1376778	MLS#1375872
Verification Source(s)	County Rcrds	County Records	County Records	County Records
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	N/A	Conv	Cash	Conv
Concessions	0.00	0.00	0.00	Seller contribution -4,000
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Date of Sale/Time	N/A	11/05/2013 COE	10/28/2013 COE	09/30/2013
Location	Average	Average	Average	Average
Site	7,394 SF	7,841 SF	7,668 SF	7,500 SF
View	Desert/comm. area	Residential +25,000	Residential +25,000	Residential +25,000
Design (Style)	Standard	Standard	Standard	Standard
Quality of Construction	Typical	Typical	Typical	Typical
Actual Age	8 years	13 years +2,500	14 years +2,500	14 years +2,500
Condition	Assem. average	Average	Average	Average
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	5 2 2	6 3 2.5 -5,000	5 2 2	5 2 2
Gross Living Area	2,096 sq.ft.	2,235 sq.ft. -6,950	1,821 sq.ft. +13,750	1,837 sq.ft. +12,950
Basement & Finished	0	0	0	0
Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	Average/2 BR Den	Average -7,500	Average	Average
Heating/Cooling	FAU/Central	FAU/Central	FAU/Central	FAU/Central
Energy Efficient Items	Standard	Standard	Standard	Standard
Garage/Carport	2 Car Garage	2+ Car Garage -2,500	2+ Car Garage -2,500	2+ Car Garage -2,500
Porch/Patio/Deck	Cov. Patio	Cov. patio	Cov. patio	Cov. patio
Fireplace/Upgrades	1 FP/Standard	None/Similar +2,000	None/Similar +2,000	FP/Similar
Pool	None	None	None	None
Site Improvements	Desert L/S	Sup. L/S -5,000	Sim. L/S	Sim. L/S
Contract Date	N/A	09/08/2013	09/12/2013	08/30/2013
Day on Market	N/A	54 (+/-)	20 (+/-)	10 (+/-)
Net Adjustment (Total)		\$ 2,650	\$ 40,750	\$ 33,950
Adjusted Sale Price of Comparables		\$ 337,550	\$ 329,750	\$ 332,950
Summary of Sales Comparison Approach The COE date indicates close of escrow date/recorded date. The contract date is the date the contract for sale was signed. Information for the COE and contract sales dates were derived from MLS and county records and were provided to give the Client additional understanding of the market conditions as of the effective date of this appraisal.				
For the purpose of this appraisal, when conflict between County Records and appraiser inspection were noted, appraiser inspection was used. For the purpose of this appraisal, when conflict between MLS and county records were noted, MLS was used.				
The sales comparables were inspected from the exterior on 05/01/2016, but MLS GLVAR photos were used from the time of the sale as they are more reflective of the condition at the time of sale and the retrospective effective date of this appraisal.				
All of the sales are typical tract residences from the subject market that have closed within the past 6 months of the effective date. All 6 are located within the age restricted community of Sun City Anthem. Sales 1, 2, and 3 back to other BFR's and do not have the same desert view/common area as the subject. As shown with Sales 4 and 5, this location is considered to be a premium due to the lack of a house immediately behind and the open view of the desert and surrounding area. Sales 1, 2, and 3 are also slightly older than the subject but are in similar condition and finish. While 2 bedroom residences are not uncommon in the Sun City Anthem community, the 3 bedroom units have slightly superior appeal and a downward adjustment is made to Sales 1, 4, and 5. Adjustments for other basic differences include additional bathroom, difference in living area (\$50/SF), additional space in the garage for a golf cart (Sales 1, 2, 3), lack of a fireplace and superior landscaping (Sales 1 and 5). The properties have varying upgrades and finish items with none being substantially better or inferior. The view noted for Sale 4 is considered to be superior as the lot has a width of 111 lineal feet along the rear compared to the subject's 66 +/- feet. The seller in Comparable 3 contributed \$4,000 to the buyers closing costs; an adjustment was made. The subject property has a special improvement district (SID) balance of \$5,670 as of May 2016. Sales 1, 2, 3 & 5 have no balance remaining while Sale 4 has a balance of \$4,609. Considering the low balance (and the fact all properties in this community had SID's when purchased new), no adjustment is warranted or indicated.				
In estimating a value for the subject, we placed greatest weight on Sales 4 and 5 as they have desert/common area views and required the least amount of adjustment. Sales 1, 2, and 3 were given secondary consideration as they are more recent and involve residences that are closer in size to the subject. In conclusion, we have estimated a value of \$336,000 for the subject property, as of January 2, 2014. This equates to a per square foot value of \$159.89 which falls well within the range of \$149.89 to \$162.77 established by Sales 1, 2, and 3 but reasonably below that of \$192.76 and \$202.46 established by Sales 4 and 5 due to their smaller size.				
Indicated Value by Sales Comparison Approach \$ 335,000				

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RESIDENTIAL APPRAISAL SUMMARY REPORT

File No.: 16-1018

COST APPROACH	COST APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.	
	Provide adequate information for replication of the following cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): <u>The cost approach is not considered an accurate reflection of current market value for the subject property, and has not been developed.</u>	
INCOME APPROACH	ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW	
	OPINION OF SITE VALUE = \$	
	Source of cost data: DWELLING Sq. Ft. @ \$ = \$	
	Quality rating from cost service: Effective date of cost data: Sq. Ft. @ \$ = \$	
	Comments on Cost Approach (gross living area calculations, depreciation, etc.): Sq. Ft. @ \$ = \$	
	Sq. Ft. @ \$ = \$	
	Sq. Ft. @ \$ = \$	
	Sq. Ft. @ \$ = \$	
	Garage/Carport Sq. Ft. @ \$ = \$	
	Total Estimate of Cost-New = \$	
PUD	Less Physical Functional External = \$()	
	Depreciated Cost of Improvements = \$	
	"As-Is" Value of Site Improvements = \$	
	= \$	
	= \$	
	Estimated Remaining Economic Life (if required): Years INDICATED VALUE BY COST APPROACH = \$	
	INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.	
	Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach	
	Summary of Income Approach (including support for market rent and GRM): <u>Single family homes are not typically sold on an income basis. The income approach is not required for credible results.</u>	
RECONCILIATION	PROJECT INFORMATION FOR PUDs (if applicable) <input checked="" type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project: <u>Sun City Anthem</u>	
	Describe common elements and recreational facilities: <u>Clubhouse, tennis courts, community pool, common areas</u>	
ATTACHMENTS	Indicated Value by: Sales Comparison Approach \$ <u>335,000</u> Cost Approach (if developed) \$ <u>N/A</u> Income Approach (if developed) \$	
	Final Reconciliation <u>The sales comparison approach is considered the most reliable indicator of value, as it best reflects the actions of buyers and sellers in the market. Most homes are owner occupied and do not produce income, so the income approach is not applicable. The cost approach is not considered an accurate reflection of current market value for the subject property and was not developed.</u>	
SIGNATURES	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair: <u>The subject property is being appraised with a retrospective date of value as of January 2, 2014. We assume that the condition noted from our exterior inspection are similar to the property's retrospective date.</u>	
	<input checked="" type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <u>335,000</u> , as of: <u>January 2, 2014</u> , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
	A true and complete copy of this report contains <u>21</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
	Attached Exhibits:	
	<input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Limiting Cond./Certifications <input type="checkbox"/> Hypothetical Conditions <input checked="" type="checkbox"/> Extraordinary Assumptions <input checked="" type="checkbox"/> Narrative Addendum <input type="checkbox"/> Sketch Addendum <input checked="" type="checkbox"/> Location Map(s) <input type="checkbox"/> Flood Addendum <input type="checkbox"/> Additional Sales <input type="checkbox"/> Cost Addendum <input checked="" type="checkbox"/> Manual, Photo Addendum <input type="checkbox"/> Supplemental Addendum <input type="checkbox"/> GIB Privacy Act <input type="checkbox"/>	
	Client Contact: <u>Allison R. Schmidt</u> Client Name: <u>Akerman, LLP</u>	
	E-Mail: <u>allison.schmidt@akerman.com</u> Address: <u>1160 Town Center Dr, Suite 330, Las Vegas, NV 89144</u>	
	APPRAISER	
	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)	
<u>Tammy L. Howard</u> Appraiser Name: <u>Tammy L. Howard</u> Company: <u>Valbridge Property Advisors</u> Phone: (702) 242-8369 Fax: (702) 242-6391 E-Mail: <u>thoward@valbridge.com</u> Date of Report (Signature): <u>May 04, 2015</u> License or Certification #: <u>A0000263-CG</u> State: <u>NV</u> Expiration Date of License or Certification: <u>06/30/2016</u> Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input checked="" type="checkbox"/> Exterior Only <input type="checkbox"/> None Date of Inspection: <u>05/01/2015</u>		
<u>Matthew J. Lubawy</u> Supervisory or Co-Appraiser Name: <u>Matthew J. Lubawy, MAI</u> Company: <u>Valbridge Property Advisors</u> Phone: (702) 242-8369 Fax: (702) 242-6391 E-Mail: <u>mlubawy@valbridge.com</u> Date of Report (Signature): <u>May 04, 2015</u> License or Certification #: <u>A0000044-CG</u> State: <u>NV</u> Expiration Date of License or Certification: <u>04/30/2017</u> Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input checked="" type="checkbox"/> None Date of Inspection:		

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ADDITIONAL COMPARABLE SALES

File No.: 16-1018

FEATURE	SUBJECT	COMPARABLE SALE #4		COMPARABLE SALE #5		COMPARABLE SALE #6	
Address	2227 Shadow Canyon Drive Henderson, NV 89044	2315 Newark Valley Lane Las Vegas, NV 89044		2377 Anderson Park Drive Las Vegas, NV 89044			
Proximity to Subject		0.29 miles S		0.66 miles SW			
Sale Price	\$ 0.00	\$ 330,000		\$ 326,000			
Sale Price/GLA	\$ /sq.ft.	\$ 192.76 /sq.ft.		\$ 202.48 /sq.ft.			
Data Source(s)	Inspection	MLS#1341408		MLS#1335311			
Verification Source(s)	County Records	County Records		County Records			
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing Concessions	N/A	Conv.		Cash			
Rights Appraised	Fee Simple	Fee Simple		Fee Simple			
Date of Sale/Timo	N/A	06/20/2013		06/31/2013			
Location	Average	Average		Average			
Site	7,394 SF	8,278 SF		7,405 SF			
View	Desert/com. area	Superior view	-5,000	Similar view			
Design (Style)	Standard	Standard		Standard			
Quality of Construction	Typical	Typical		Typical			
Actual Age	8 years	7 years		6 years			
Condition	Asm. average	Average		Average			
Above Grade Room Count	Total Bdrms. Baths	Total Bdrms. Baths		Total Bdrms. Baths		Total Bdrms. Baths	
	5 2 2	6 3 2		6 3 2			
Gross Living Area	2,096 sq.ft.	1,712 sq.ft.	+19,200	1,610 sq.ft.	+24,300		
Basement & Finished Rooms Below Grade	0	0		0			
Functional Utility	Average/2 BR Den	Average/3 BR	-7,600	Average/3 BR	-7,600		
Heating/Cooling	FAU/Central	FAU/Central		FAU/Central			
Energy Efficient Items	Standard	Standard		Standard			
Garage/Carport	2 Car Garage	2-car garage		2-car garage			
Porch/Patio/Deck	Cov. Patio	Cov. patio		Cov. patio			
Fireplace/Upgrades	1 FP/Standard	None/Supertor	-5,000	None/Similar	+2,000		
Pool	None	None		None			
Site Improvements	Desert L/S	Similar L/S		Sup. L/S	-5,000		
Contract Date	N/A	06/20/2013		04/28/2013			
Day on Market	N/A	26 (+/-)		26 (+/-)			
Net Adjustment (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 1,700		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 13,800		<input type="checkbox"/> + <input type="checkbox"/> - \$	
Adjusted Sale Price of Comparables		\$ 331,700		\$ 339,800		\$	

Summary of Sales Comparison Approach

Supplemental Addendum

File No. 15-1018

Borrower/Client				
Property Address: 2227 Shadow Canyon Drive				
City	Henderson	County	Clark	State NV Zip Code 89044
Lender Akerman, LLP				

Purpose: The purpose of this appraisal is to form an opinion of the fair market value for the subject property as of the effective date which is a retrospective date of January 2, 2014.

Intended User: Akerman, LLP and Nationstar Mortgage, LLC. No other users are intended by the Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

Intended Use: Litigation. No other use is intended by the Appraiser. The intended use as stated shall be used by the Appraiser in determining the appropriate Scope of Work for the assignment.

Scope of Appraisal:

Upon receiving this assignment from the client I identified the intended users of the report, confirmed that the effective date of the appraisal is to be consistent with the date of inspection. Next the real property being appraised was identified and available property-specific data was collected through public records, various data services and or MLS data base.

An exterior inspection of the property was completed as described herein; a visual observation of the unobstructed, exposed surfaces of accessible areas from standing height was performed on the exterior areas of the subject property for valuation purposes only. The appraiser is NOT a "home inspector" and can only report conditions based on the visual observation noted above. The appraiser DOES NOT warrant any part/whole of the subject property environmental conditions or other conditions that would require a licensed professional such as; identifying the existence of Lead Based paint, Mold, Soil Slippage, Hazardous Waste, Radon Gas etc. I did not test the subject's mechanical systems; the appraiser is not an expert with regard to mechanical issues or electrical, plumbing, roof, foundation systems, or State, City, County, Building Code compliance etc.

The appraiser's inspection included noting the apparent condition, quality, utility, amenities and architectural style. Measurements and room counts used in this report came from county records. Zoning data was obtained from public records, office files, and or city/county planning offices. The collected data was then used to develop a profile of the subject property and analyze the highest and best use of the subject property.

The appraiser performed a search of the local market area for the most similar closed comparable sales, pending/contingent sales and active listings. The accessible sales were inspected from the street and photos taken. MLS photos may be used when there is; obstruction, people are outside, when there is no access to the property, or when the MLS photo is considered a more accurate depiction of the properties condition at the time of sale. The sales were confirmed and verified from public records, various data services, MLS and when necessary with an agent, the owner, or the title company. Interior/exterior upgrade adjustments may be made to one or more of the comparables due to information obtained from the appraiser's exterior inspection of the property and/or information obtained from the multiple listing service (MLS). Where available, the appraiser has reviewed interior photographs provided by listing agents on the comparables to obtain a better understanding of these properties. The sales data was then analyzed and a value opinion derived.

In the preparation of this report, I have relied on data from county records, multiple listing service, title companies, etc. I believe this report to be complete and accurate, however, should any error or omission be subsequently discovered, I reserve the right to correct it.

Sales Comparison Analysis:

For the purpose of this appraisal, when conflict between County Records and appraiser inspection were noted, appraiser inspection was used. For the purpose of this appraisal, when conflict between MLS and county records were noted, MLS was used.

Assumptions, Limiting Conditions & Scope of Work

File No.: 15-1018

Property Address: 2227 Shadow Canyon Drive

City: Henderson

State: NV Zip Code: 89044

Client: Akerman, LLP

Address: 1160 Town Center Dr, Ste. 330, Las Vegas, NV 89144

Appraiser: Tammy L. Howard

Address: 3034 S. Durango Drive, Suite 100, Las Vegas, NV 89117

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a "home inspection" and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

An exterior inspection of the property was performed for the public street. An extraordinary assumption is made the interior is in similar condition as the exterior and that these conditions were similar on the retrospective date of value. The use of the extraordinary assumption may have affected the assignment results.

The purpose of this appraisal is for a "non lender" appraisal. It should be noted that the appraisers's data and comparables utilized were retrieved as of the inspection date noted within the body of the report. This report is intended for use by the Client that is named on page 1 of this report.

Measurements and room counts used in this report come from the appraisers interior/exterior inspection of the subject property, previous appraisal files and/or builder floor plans. These numbers may differ slightly with those recorded with Clark County records due to differences in measuring techniques.

The sales were confirmed and verified from public records, various data services, MLS and when necessary with an agent, the owner or the title company.

In the preparation of this report, I have relied on data from county records, multiple listing service, title companies, etc. I believe this report to be complete and accurate, however, should any error or omission be subsequently discovered, I reserve the right to correct it.

Certifications

File No.: 15-1018

Property Address: 2227 Shadow Canyon Drive City: Henderson State: NV Zip Code: 89044
 Client: Akerman, LLP Address: 1160 Town Center Dr. Ste. 330, Las Vegas, NV 89144
 Appraiser: Tammy L. Howard Address: 3034 S. Durango Drive, Suite 100, Las Vegas, NV 89117

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Matthew Lubawy, MAI has completed the continuing education program of the Appraisal Institute.
- The appraisers' state registration/certification has not been revoked, suspended, canceled or restricted.

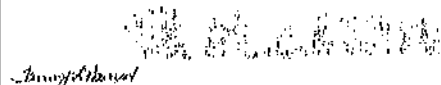
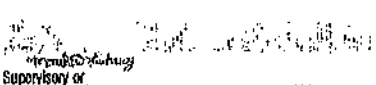
Disclosure of Prior Appraisal and/or Other Services:

I certify that, to the best of my knowledge and belief:

I have not performed a prior appraisal or other service regarding the subject property within the 3 year period immediately preceding acceptance of this appraisal assignment.

DEFINITION OF FAIR MARKET VALUE *:

"The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includable in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property the sale price in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate."

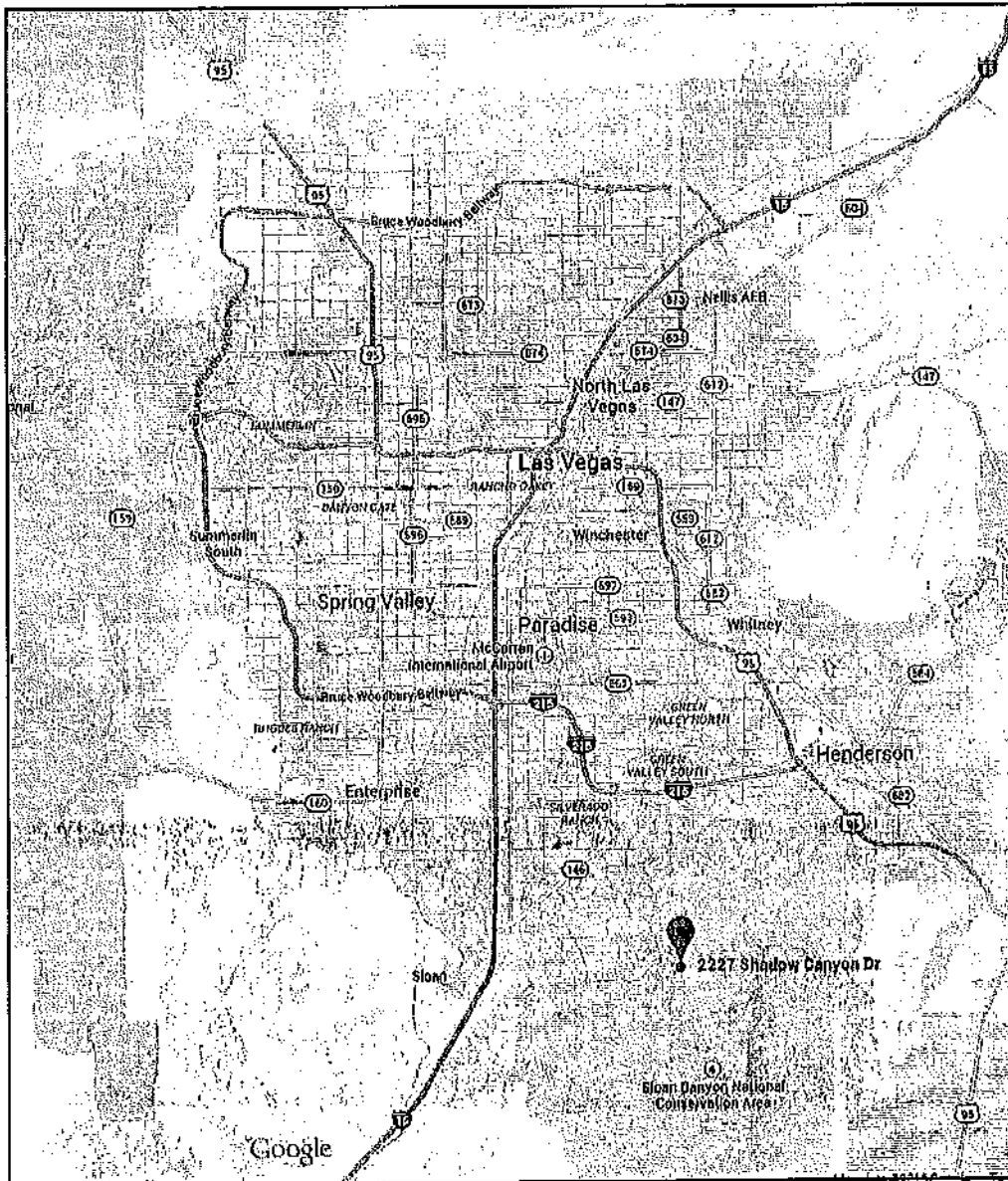
Client Contact: Allison R. Schmidt E-Mail: allison.schmidt@akerman.com	Client Name: Akerman, LLP Address: 1160 Town Center Dr. Ste. 330, Las Vegas, NV 89144
APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
 Appraiser Name: Tammy L. Howard Company: Valbridge Property Advisors Phone: (702) 242-9369 Fax: (702) 242-6391 E-Mail: thoward@valbridge.com	 Supervisory or Co-Appraiser Name: Matthew J. Lubawy, MAI Company: Valbridge Property Advisors Phone: (702) 242-9369 Fax: (702) 242-6391 E-Mail: mlubawy@valbridge.com
Date Report Signed: May 04, 2015 License or Certification #: A.0000263-CG State: NV	Date Report Signed: May 04, 2015 License or Certification #: A.0000044-CG State: NV
Designation:	Designation: MAI
Expiration Date of License or Certification: 06/30/2015	Expiration Date of License or Certification: 04/30/2017
Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input checked="" type="checkbox"/> Exterior Only <input type="checkbox"/> None	Inspection of Subject: <input type="checkbox"/> Interior & Exterior <input type="checkbox"/> Exterior Only <input checked="" type="checkbox"/> None
Date of Inspection: 05/01/2015	Date of Inspection:

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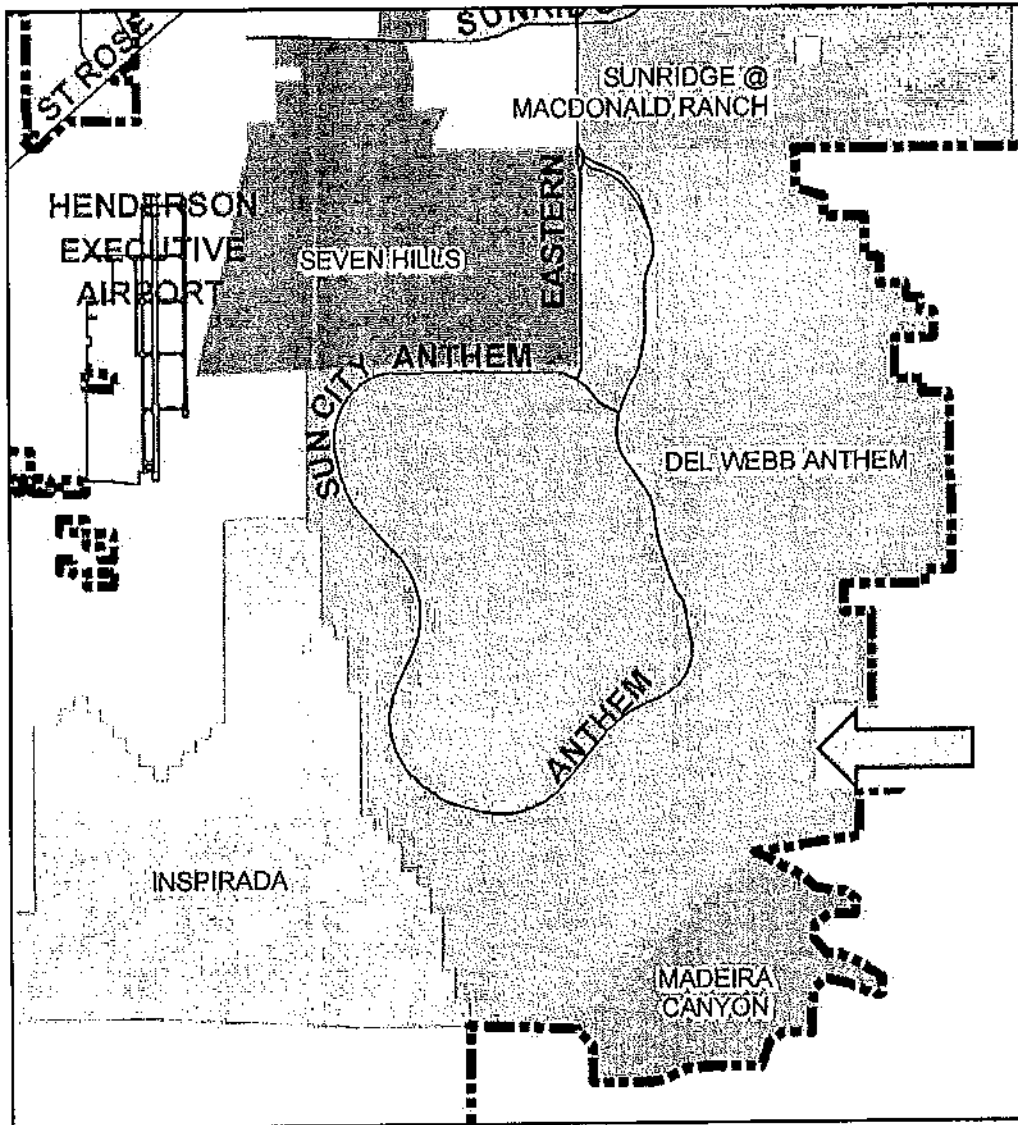
Location Map

Borrower/Client				
Property Address	2227 Shadow Canyon Drive			
City	Henderson	County	Clark	State NV Zip Code 89044
Lender	Akerman, LLP			



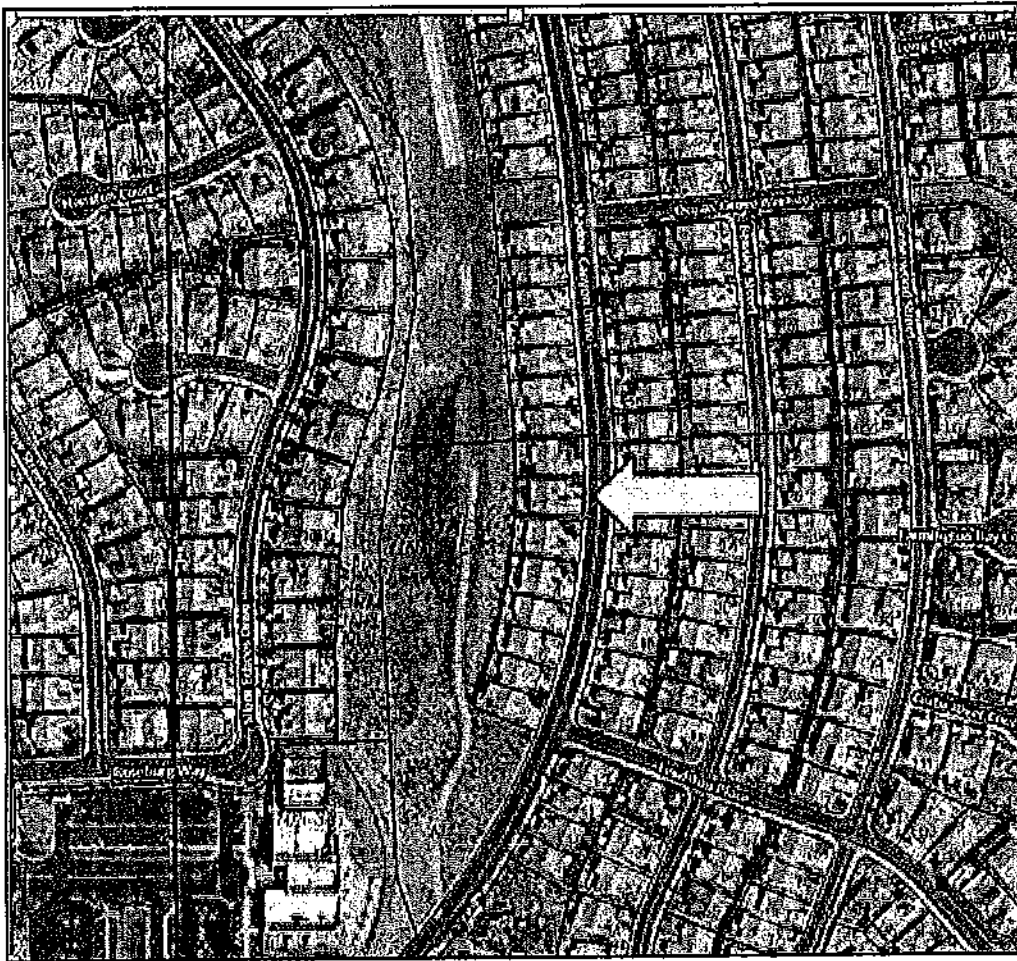
Neighborhood Map

Borrower/Client				
Property Address	2227 Shadow Canyon Drive			
City	Henderson	County	Clark	State NV Zip Code 89044
Lender	Akerman, LLP			



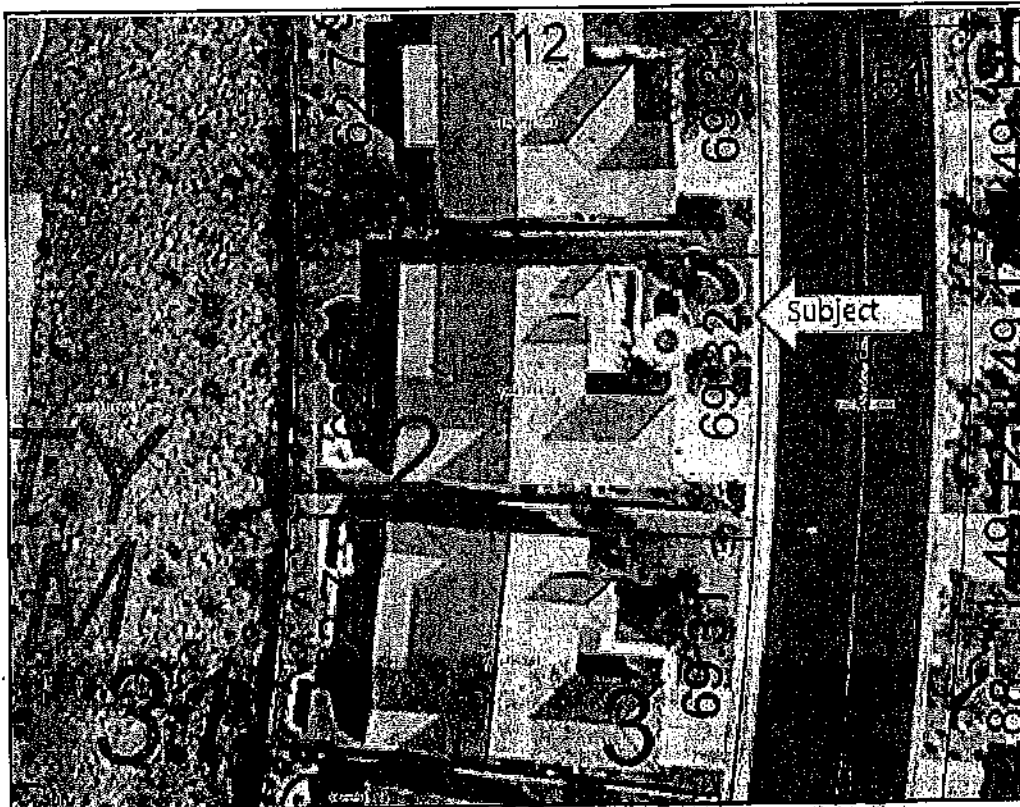
Aerial View

Borrower/Client					
Property Address	2227 Shadow Canyon Drive				
City	Henderson	County	Clark	State	NV Zip Code 89044
Lender	Akerman, LLP				



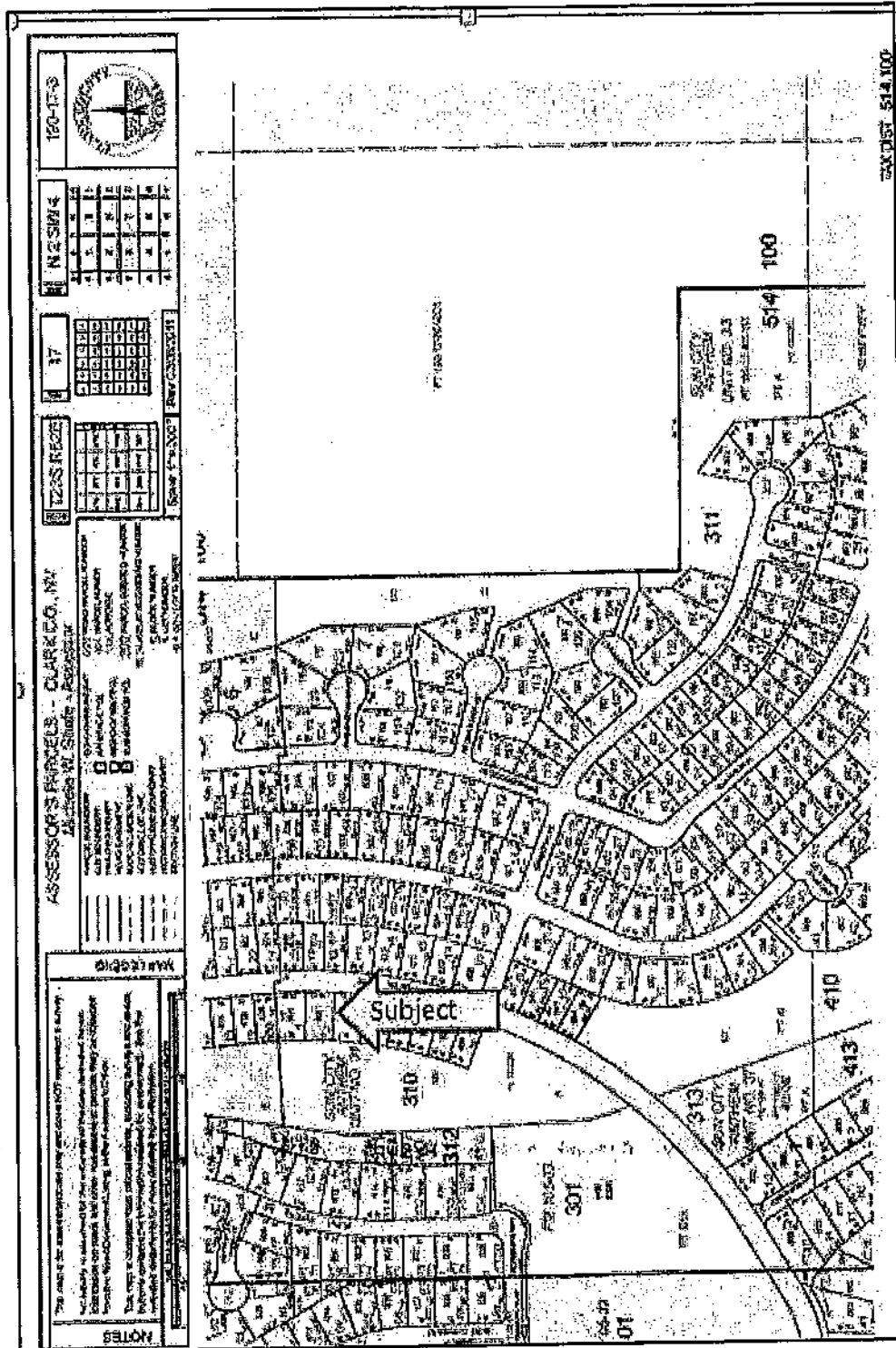
Aerial View

Borrower/Client					
Property Address	2227 Shadow Canyon Drive				
City	Henderson	County	Clark	State	NV Zip Code 89044
Lender	Akerman, LLP				



Assessor's Parcel Map

Borrower/Client				
Property Address 2227 Shadow Canyon Drive				
City	Henderson	County	Clark	State NV
Lender	Akerman, LLP			Zip Code 89044



Subject Photo Page

Borrower/Client				
Property Address 2227 Shadow Canyon Drive				
City	Henderson	County	Clark	State NV Zip Code 89044
Lender	Akerman, LLP			

**Subject Front**

2227 Shadow Canyon Drive
 Sales Price 0.00
 Gross Living Area 2,096
 Total Rooms 5
 Total Bedrooms 2
 Total Bathrooms 2
 Location Average
 View Desert/comm. area
 Site 7,394 SF
 Quality Typical
 Age 8 years

Photo taken 05/01/2015
 Tammy Howard

**Subject Front**

Photo taken 05/01/2015
 by Tammy Howard

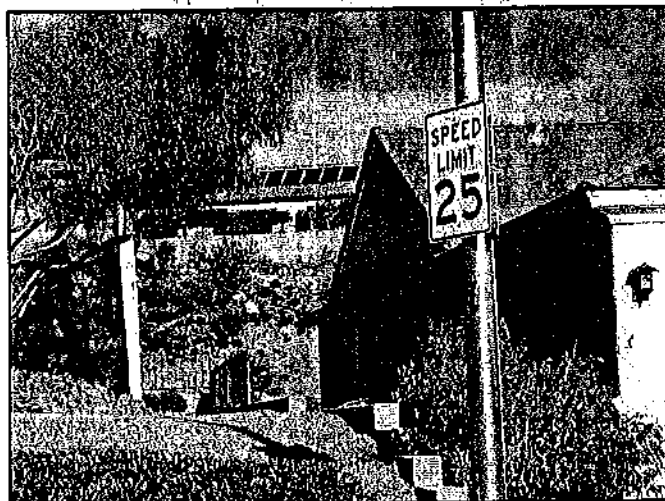
**Subject South Elevation**

Photo taken 05/01/2015
 by Tammy Howard

Subject Photo Page

Borrower/Client				
Property Address 2227 Shadow Canyon Drive				
City	Henderson	County	Clark	State NV Zip Code 89044
Lender	Akerman, LLP			

**Common area behind subj.**

2227 Shadow Canyon Drive

Sales Price 0.00

Gross Living Area 2,096

Total Rooms 5

Total Bedrooms 2

Total Bathrooms 2

Location Average

View Desert/Comm. area

Site 7,384 SF

Quality Typical

Age 8 years

Photo taken 05/01/2015
by Tammy Howard

Looking north along the
common area from
Shadow Canyon Dr.

**Street scene**

Looking south along
Shadow Canyon, the
subject property is on
the right

Photo taken 05/01/2015
by Tammy Howard

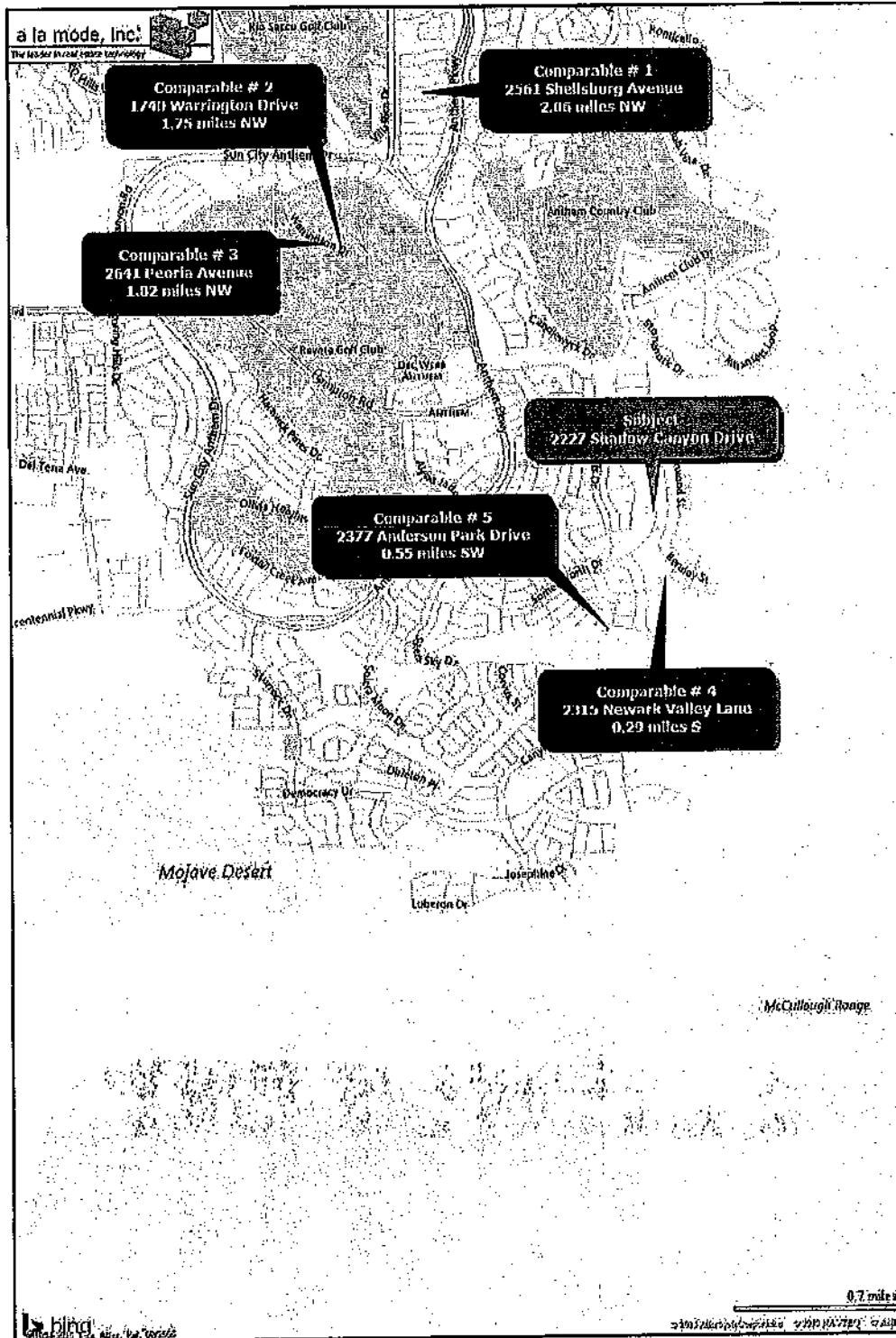
**Street scene**

Looking north along
Shadow Canyon, the
subject is on the left

Photo taken 05/01/2015
by Tammy Howard

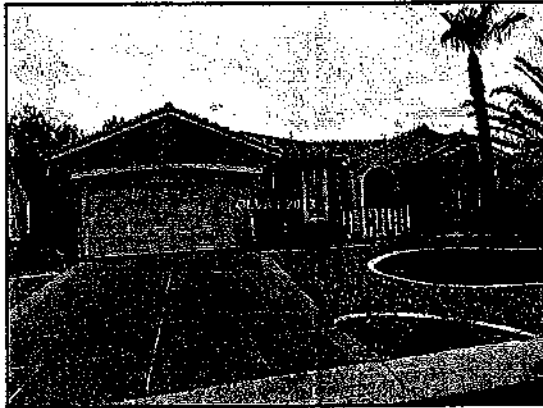
Location Map

Borrower/Client			
Property Address 2227 Shadow Canyon Drive			
City	Henderson	County	Clark
State	NV	Zip Code	89044
Lender Akerman, LLP			



Comparable Photo Page

Borrower/Client				
Property Address 2227 Shadow Canyon Drive				
City	Henderson	County	Clark	State NV Zip Code 89044
Lender	Akerman, LLP			



Comparable 1

2661 Shellsburg Avenue
 Prox. to Subject 2.08 miles NW
 Sales Price 335,000
 Gross Living Area 2,235
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2.5
 Location Average
 View Residential
 Site 7,841 SF
 Quality Typical
 Age 13 years

Photo from MLS listing



Comparable 2

1740 Warrington Drive
 Prox. to Subject 1.75 miles NW
 Sales Price 289,000
 Gross Living Area 1,821
 Total Rooms 5
 Total Bedrooms 2
 Total Bathrooms 2
 Location Average
 View Residential
 Site 7,688 SF
 Quality Typical
 Age 14 years

Photo from MLS listing



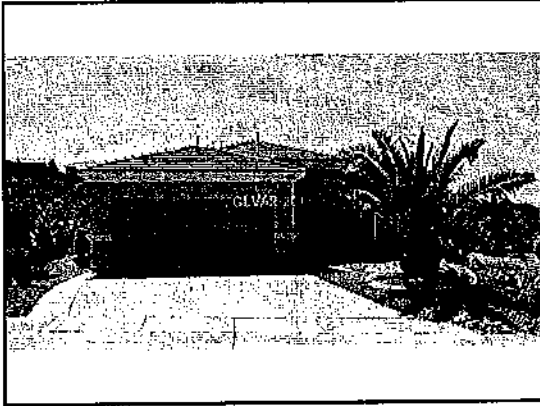
Comparable 3

2641 Peoria Avenue
 Prox. to Subject 1.82 miles NW
 Sales Price 290,000
 Gross Living Area 1,837
 Total Rooms 5
 Total Bedrooms 2
 Total Bathrooms 2
 Location Average
 View Residential
 Site 7,600 SF
 Quality Typical
 Age 14 years

Photo taken May 1, 2015

Comparable Photo Page

Borrower/Client				
Property Address	2227 Shadow Canyon Drive			
City	Henderson	County	Clark	State NV Zip Code 89044
Lender	Akerman, LLP			



Comparable 4

2315 Newark Valley Lane
 Prox. to Subject 0.29 miles S
 Sales Price 330,000
 Gross Living Area 1,712
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2
 Location Average
 View Superior view
 Site 8,276 SF
 Quality Typical
 Age 7 years

Photo from MLS listing



Comparable 5

2377 Anderson Park Drive
 Prox. to Subject 0.56 miles SW
 Sales Price 326,000
 Gross Living Area 1,610
 Total Rooms 6
 Total Bedrooms 3
 Total Bathrooms 2
 Location Average
 View Similar view
 Site 7,406 SF
 Quality Typical
 Age 8 years

Photo from MLS listing

Comparable 6

Prox. to Subject
 Sales Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Qualifications of Tammy L. Howard**Senior Appraiser**

Valbridge Property Advisors | Lubawy & Associates, Inc.

Independent Valuations for a Variable World**State Certifications**State of Nevada
License #A.0000253-CG**Education**Attended University of
Nevada, Las Vegas, 1988-89
Graduated Plainwell High
School, MI, 1980**Contact Details**702-242-9369 (p)
702-242-6391 (f)Valbridge Property Advisors |
Lubawy & Associates
3034 S. Durango Drive
Suite 100
Las Vegas, NV 89117www.valbridge.com
torourke@valbridge.com**Related Courses/Seminars:**Real Estate Appraisal Principles
Residential Valuation
Uniform Standards of Professional Appraisal Practice
Basic Valuation Procedures
Residential Case Studies
Case Studies in Law & Ethics
Forensic Real Property Appraising
FHA Appraisal Inspections from the Ground Up
Litigation Appraisal & Expert Testimony
Real Estate Law I and II
Income Property Analysis
Market Extraction
Factory Built Housing
Income Capitalization**Experience:**Senior Appraiser
Valbridge Property Advisors | Lubawy & Associates (2013-Present)Senior Appraiser
Lubawy & Associates (June 2012-2013)Senior Appraiser
Grubb & Ellis-Landauer Valuation (Oct 2010-May 2012)**Associate Appraiser**

Integra Realty Resources | Shell Lowe & Associates (1985-2010)

Appraisal/valuation and consulting assignments include: apartment buildings; retail buildings and shopping centers; office buildings; industrial buildings; religious and special purpose properties including schools and houses of worship; residential subdivisions; and vacant industrial, commercial and residential land. Assignments have been concentrated in Nevada.

APPRAISER CERTIFICATE

STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY

NOT TRANSFERABLE

REAL ESTATE DIVISION

NOT TRANSFERABLE

This is to Certify That: TAMMY L O'ROURKE

Certificate Number: A0000253-CC

Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, cancelled, withdrawn, or invalidated.

Issue Date: July 2, 2013

Expire Date: June 30, 2015

In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.

FOR: VALBRIDGE PROPERTY ADVISORS
3034 S DURANGO DR #100
LAS VEGAS, NV 89117

REAL ESTATE DIVISION

GAIL J ANDERSON
Appraiser



Qualifications of Matthew Lubawy, MAI, CVA, CMEA
 Senior Managing Director
 Valbridge Property Advisors | Lubawy & Associates, Inc.



Independent Valuations for a Variable World

State Certifications

Nevada License
 #A0000044-CG

Arizona License
 #31821

Education

Bachelor of Science
 Business Administration
 University of Nevada, Las Vegas

Contact Details

702-242-9369 (p)
 702-242-6391 (f)

Valbridge Property Advisors |
 Lubawy & Associates, Inc.
 3034 S. Durango Dr. #100
 Las Vegas, NV 89117
www.valbridge.com
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Membership/Affiliations

Member: Appraisal Institute - MAI Designation #10653
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 President of Las Vegas Chapter (1998 - 1999)
 1st V.P. of Las Vegas Chapter (1997 - 1998)
 2nd V.P. of Las Vegas Chapter (1996 - 1997)
 Member: NACVA - CVA Designation (Certified Valuation
 Analyst for business valuation)
 Member: NEBB Institute - CMEA Designation for Machinery
 and Equipment
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 (2011 - Present)
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 Member: National Association of Realtors
 Member: GLVAR
 Board Member: Nevada State Development Corporation
 Chairman of the Board (2008 - Present)

Experience


Senior Managing Director
 Valbridge Property Advisors | Lubawy & Associates (2013 to Present)

Principal
 Lubawy & Associates (1994-2013)

Independent Fee Appraiser and Real Estate Consultant
 Timothy R. Morse and Associates (1992 - 1994)

Staff Appraiser/Assistant Vice President
 First Interstate Bank (1988 - 1992)

Independent Fee Appraiser and Real Estate Consultant
 The Clark Companies (1987 - 1988)

APPRAISER CERTIFICATE		
STATE OF NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY		
NOT TRANSFERABLE	REAL ESTATE DIVISION	NOT TRANSFERABLE
This is to Certify That: MATTHEW J LUBAWY		Certificate Number: A.0000044-CC
Is duly authorized to act as a CERTIFIED GENERAL APPRAISER from the issue date to the expiration date at the business address stated here in, unless the certificate is sooner revoked, annulled, withdrawn, or invalidated.		
Issue Date: April 19, 2013		Expire Date: April 30, 2015
In witness whereof, THE DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION, by virtue of the authority vested in Chapter 645C of the Nevada Revised Statutes, has caused this Certificate to be issued with its Seal printed thereon. This certificate must be conspicuously displayed in place of business.		
FOR: VALBRIDGE PROPERTY ADVISORS 3034 S DURANGO DR #100 LAS VEGAS, NV 89117		REAL ESTATE DIVISION GAIL J ANDERSON Administrator
		

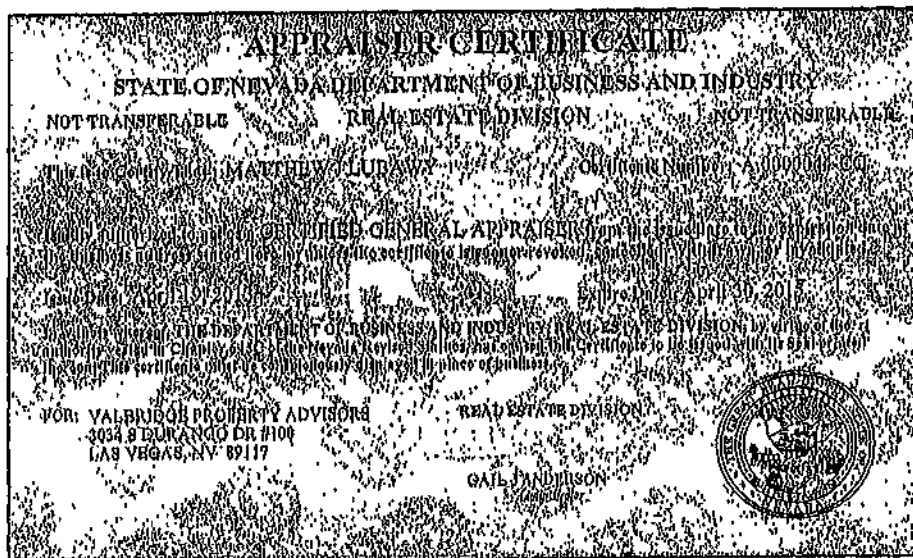


Valbridge
PROPERTY ADVISORS

Rosenberg Residence
ADDENDA

USPAP 1999 Revisions A7415ES
Reporting Sales Comparison Grid Adj. for Residential Properties
USPAP 1999 Revisions - A7415ES
Litigation Appraisal and Expert Testimony
USPAP (Parts A & B)
Ethics - USPAP Statements
Comprehensive Appraisal Workshop
Current Issues and Misconceptions in Appraisal
Standards of Professional Appraisal Practice, Part B
Land Fair Nevada
Appraising From Blueprints and Specifications
Accrued Depreciation
Standards of Professional Appraisal Practice, Part A
Report Writing and Valuation Analysis; Exam 2-2
Case Studies; Exam 2-1
Capitalization Theory and Techniques, Part B; Exam 1-BB
Capitalization Theory and Techniques, Part A; Exam 1-BA
Basic Valuation Exam 1A2
Principles of Real Estate Appraisal; Exam 1A1

March 1999
March 1999
March 1998
June 1997
1996
March 1995
July 1994
December 1993
1992
July 1992
September 1992
September 1992
1991
June 1991
June 1991
June 1990
June 1990
May 1989
May 1989



MATTHEW LUBAWY, MAI DEPOSITIONS/TRIAL TESTIMONY

DEPOSITIONS

NEVADA STATE DISTRICT COURT

- **State of Nevada vs. Friendly Lounge, Inc.,** (Case #05-A-508773)
Date: January 4, 2007
Attorneys: Michael Chapman (Chapman Law Firm) and Kirby Gruchow (Santoro, Driggs, Walch, Kearney, Johnson & Thompson)
Judge: Timothy Williams, District 16
Our File Nos: 05-156 & 06-303
- **Nevada Power vs. Don & Paul, LLC** (Case #06-A-518730)
Date: January 2007
Attorney: Michael Chapman (Chapman Law Firm)
Judge: Mark R. Denton, District 13
Our File No: 06-266
- **Nevada Power vs. DFA, LLC** (Case #06-A-518732)
Date: January 2007
Attorney: Michael Chapman (Chapman Law Firm)
Judge: Jennifer Togliatti, District 9
Our File No: 06-263
- **Nevada Power vs. North Brown Properties, Inc.** (Case #05-A-508237)
Date: February 2007
Attorneys: Michael Chapman (Chapman Law Firm) and Bill Coulthard (Harrison, Kemp, Jones and Coulthard)
Judge: Elizabeth Gonzalez, District 11
Our File Nos: 05-324 & 06-380
- **Nevada Power vs. Steven P. Shearing (et al)** (Case #03-A-509849)
Date: June 2007
Attorneys: Joshua Reisman (Ballard Spahr Andrews & Ingersoll LLP)
Judge: Michael Villani, Dept. 17
Our File No: 07-138

MATTHEW LUBAWY, MAI
DEPOSITIONS (continued)

- **Peach vs. Warmington Homes-Nevada (Case #03-A-466958)**
Date: January 31, 2008
Attorneys: Andrew C. Green - McKay Law Firm; William J. Taylor
Judge: Timothy C. Williams
Our File No: 06-1034
- **NDOT vs. BDR South Parcel Investments LLC (Case #06-A-527718)**
Date: April 22, 2008
Attorneys: Thomas Rondeau - Goold Patterson Ales & Day; Charles Titus - Santoro, Driggs, Walch, Kearney, Holley & Thompson
Judge: Mark R. Denton
Our File No: 07-181
- **Vons Company vs. Del Webb Communities (Case #05-A-501372)**
Date: June 5, 2008
Attorneys: Rogelio M. Ruiz - Garcia, Calderon & Ruiz; Sean Thueson - Holland & Hart
Judge: Mark R. Denton
Our File No: 08-096
- **Nevada Power Company vs. Paredes Homes of Nevada (Case #07-A-549636)**
Date: September 5, 2008
Attorneys: P. Kyle Smith - Harrison, Kemp, Jones & Coulthard; Kirby Gruchow - Leach Johnson Song & Gruchow
Judge: Michael Villani
Our File No: 07-105
- **Nevada Power Company vs. Michael B. Phillips (Case #07-A-0549641)**
Date: October 21, 2008
Attorneys: Charles M. Damus - Charles M. Damus & Associates; Kirby Gruchow - Leach Johnson Song & Gruchow
Judge: Valerie J. Vega
Our File No: 08-021
- **Nevada Power Company vs. Lucky Blue II LLC & Norman Family LP (Case #07-A-549646-C)**
Date: October 22, 2008
Attorneys: Mark Ferrario - Kummer Kaempfer Bonner Renshaw; Kirby Gruchow - Leach Johnson Song & Gruchow
Judge: Jessie Walsh
Our File No: 08-023

MATTHEW LUBAWY, MAI
DEPOSITIONS (continued)

- Nevada Power Company vs. Treasure Cove, LLC and Storybook Homes (Case #07-A-549645-C)
Date: October 23, 2008
Attorneys: Kyle Smith - Harrison, Kemp, Jones & Coulthard; Kirby Gruchow - Leach Johnson Song & Gruchow
Judge: Valorie J. Vega
Our File No: 08-022
- Nevada Power Company vs. Ernest A. and Kathleen C. Becker/Nevada State Bank (Case #07-A-550071-C)
Date: March 19, 2009
Attorneys: John M. Netzorg - Law Offices of John M. Netzorg; Erich N. Storm, Chapman Law Firm
Judge: Valorie J. Vega
Our File No: 08-171
- Albert D. Massi, et al vs. Clark County and City of Las Vegas (Case #A555582)
Date: July 9, 2009
Attorneys: Philip Byrnes, City of Las Vegas Attorney's Office; Laura FitzSimmons, Sylvester & Polednak
Our File No: 09-048
- FDIC as receiver for Community Bank of Nevada vs. Glen Smith & Glen Development Company LLC (Case #A575592)
Date: May 25, 2010
Attorneys: Spencer H. Gunnerson, Kemp, Jones & Coulthard; Aaron Shipley, McDonald Carano Wilson
Our File No: 09-251
- Nevada Power Company vs. Vegas Valley Investment, LLC, et al. (Case #A-09-592829-C)
Date: August 17, 2010
Attorneys: Neil J. Beller - Law Office of Neil J. Beller, Ltd.
Our File No: 10-194
- Branch Banking and Trust Company, et al., v. Joe D. Thomas, et al., (Case #A-12-670622-B)
Date: August 9, 2013
Attorneys: Gabriel Blumberg, Gordon Silver- Attorneys for Defendant; Allison Noto, Sylvester & Polednak, Attorneys for Plaintiff
Our File No: 13-0108-000

MATTHEW LUBAWY, MAI
DEPOSITIONS (continued)

U.S. DISTRICT COURT

- **George F. Tibsherany, Inc. vs. The Midby Companies, LLC (Case #CV-9-05-0613-LDG-GWF)**
Date: December 11, 2006
Attorneys: Nicholas M. Wleczorek (Morris, Polich, and Purdy, LLPO), William L. Coulthard (Harrison, Kemp & Jones), John Wendland (Well & Drage, APC), Scott R. Cook (Gordon & Rees), Aviva Gordon (Ellis & Gordon)
Judge: Lloyd D. George
Our File No: 06-301
- **OMRLV Property LLC vs. Earl W. Courtney, et al (Case #2:07-CV-01523-PMP-RJJ)**
Date: August 12, 2009
Attorneys: David Stoft (McDonald Carano Wilson LLP), Jeffrey S. Rugg (Brownstein Hyatt Farber Schreck)
Our File No: 08-280

FEDERAL BANKRUPTCY COURT

- **Castaways Hotel/Casino, 2800 E. Fremont Street (Bankruptcy Case #BK-S-0317939-LBR)**
Attorney: Candace Carlyon, Gordon and Silver
Our File No: 04-240
- **Murano Apartments, LLC vs. Michael J. Mona, Jr., Rudolph Straat, and Maria Gudelis (Case #BK-S-05-10067-BAM)**
Date: December 5, 2005
Attorneys: Anthony Zmaila (Santoro, Driggs, Walch, Kearney, Johnson & Thompson and Shawn Mangano (Sylvester and Polednak)
- **Whitton Corporation (Case #BK-S-10-32680-BAM)**
Date: April 13, 2011
Attorneys: Rodney M. Jean and Mohamed A. Iqbal, Jr., (Lionel Sawyer Collins)

- **Marion Manor, LLC (Case No. BK-S-11-28020-BAM)**
Date: February 24, 2012
Attorneys: Chris Kaup and Lars Evensen with Holland & Hart; David J. Winterton & Associates, Ltd.
- **Desert Inn Management Company, LTD. (Case No. BK-S-12-16719-LBR)**
Date: January 29, 2013
Attorneys: Eric T. Gjerdingen, Gordon Silver & Jeffrey Willis, Snell & Wilmer

TRIAL TESTIMONY

NEVADA STATE DISTRICT COURT

- **Clark County vs. Sepehri, (Case #04-A-488474-C)**
Date: June 1, 2006
Attorneys: Michael Mansfield and Brent Larsen
Judge: Valorie Vega
Our File No: 04-218
- **Becker vs Nevada Power (Case #07-A-550071-C)**
Date: November 9, 2007
Attorney: Michael Chapman
Judge: Valorie Vega
Our File Nos: Various
- **NDOT vs. BDR South Parcel Investments LLC (Case #06-A-527718)**
Date: February 4, 2009
Attorneys: Thomas Rondeau - Gould Patterson Ales & Day; Charles Titus - Santoro, Driggs, Walch, Kearney, Holley & Thompson
Judge: Mark R. Denton
Our File No: 07-181
- **Adaven Management, Inc. vs. Mountain Falls Acquisition Corporation (Case #CV21737 - Fifth Judicial District Court, Dept. 2 - Pahrump)**
Date: August 13, 2009
Attorneys: Paul Taggert - Taggert & Taggert, Ltd.; Jeremy J. Nork - Holland & Hart LLP
Judge: Robert W. Lane
Our File Nos: 09-144 & 09-145

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- **Becker vs Nevada Power (Case #07-A-550071-C)**
Date: August 25, 2009
Attorney: Michael Chapman
Judge: Valorie Vega
Our File No: 08-171
- **Bank of Nevada vs. CSC Temple, LLC; Temple Development Corporation; and Aaron Temple (Case #A572394)**
Date: February 10, 2010
Attorneys: Gardner Jolley, David Malley - Jolley Urga Wirth Woodbury & Standish; Richard Scottie
Judge: Jessie Walsh
Our File No: 08-270
- **City National Bank vs. Vandoza Investments LLC and Charles Vanicek (Case #A-10-611624-B)**
Date: August 20, 2010
Attorneys: Justin L. Carley - Snell & Wilmer
Judge: Elizabeth Gonzalez
Our File No: 10-239
- **Bank of Nevada vs. Monterey Industrial, LLC; and Maria Guadalupe De Tostado, (Case #A-10-623435-C)**
Date: March 15, 2011
Attorney: Michael D. Mazur, BSQ
Judge: Jessie Walsh
- **Alliance Homes LLC (Bank of NV) vs. N. Las Vegas II, LLC; Frank T. Ferraro, Jr.; Christopher Paskvan; Tom Fehrman, (Case #A-10-610698-C)**
Date: April 15, 2011
Attorneys: H. Stanley Johnson, CJD Law Group LLC; James B. Ball, Poli and Ball, PLC
Judge: Nancy L. Allf

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- Bank of Nevada vs. Pebble Pines, LLC and Quiet Moon, LLC, (Case #A-11-637410-C)
Date: June 3, 2011
Attorney: Stephanie Hardie Allen - Kaempfer Crowell Penschaw Gronauer & Florentino
Judge: Jerry A. Wiese
Our File No: 10-468
- NV Energy v. Copperfield Investment & Development Co.
(Case # A-09-604760-C) testified on behalf of Plaintiff
Date: October 27, 2011
Attorneys: Plaintiff attorney: Kirby Gruchow (Leach, Johnson, Song & Gruchow)
Defendant attorney: John M. Netzorg
Judge: Susan Johnson
- Bank of Nevada v. Classic Productions, LLC
(Case # A-10-626894-C) testified on behalf of Plaintiff
Date: August 27, 2012
Attorneys: Plaintiff attorney: Michael D. Mazur
Defendant attorney: Lucas M. Gjovig
Judge: Jerry A. Wiese
- Taylor Emanuel v. Richard Jones, et al.
(Case # A-10-611339-B) testified on behalf Defendant/Counter Claimant -
Bank of Las Vegas
Date: August 28, 2012
Attorneys: Defendant/Counter Claimant attorney: Nicole Lovelock
(Holland & Hart, LLP)
Plaintiff attorney: David J. Winterton
Judge: Elizabeth Gonzalez
- November 2005 Land Investors, LLC, et al, v. Nevada Power Co.
(Case # A-611150 - testified on behalf of Defendant - Nevada Power Company
Date: June 28 & July 1, 2013
Attorneys: Defendant: William E. Peterson & Janina C. Prupas, Snell & Wilmer
(Snell & Wilmer, LLP)
Plaintiff attorney: J. Randall Jones & Eric M. Pepperman (Kemp, Jones & Coulthard, LLP) & Mark B. Farravio (Greenberg Traurig)

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- Branch Banking and Trust Company, et al., v. Joe D. Thomas, et al., (Case #A-12-670622-B)
Date: September 9, 2013
Attorneys: Gabriel Blumberg, Gordon Silver- Attorneys for Defendant; Allison Noto, Sylvester & Polednak, Attorneys for Plaintiff
Our File No: 13-0108-000

U.S. DISTRICT COURT

- Kohlrautz vs. Oilmen Participation Corp. (Case #CV-S-00-0042-RLH-PAL)
Date: December 18, 2007
Attorney: Kenneth Hogan
Judge: Roger L. Hunt
Our File No: 06-002 & 06-341
- FDIC as receiver for Community Bank of Nevada vs. Glen Smith & Glen Development Company LLC (Case #A575592)
Date: January 10, 2011
Attorneys: Spencer H. Gunnerson, Kemp, Jones & Coulthard; Aaron Shipley, McDonald Carano Wilson
Judge: Elizabeth Gonzales
Our File No: 09-251

FEDERAL BANKRUPTCY COURT

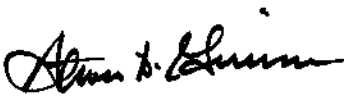
- International Bank of Commerce vs. Boulder Crossroads, LLC (Bankruptcy Case #09-10381, Western District of Texas, Austin Division)
Date: August 26-28, 2009
Attorney: Sabrina L. Streusand, Streusand & Landon, LLP; Barbara M. Barron and Stephen W. Sather of Barron & Newburger, P.C.; Diann M. Bartek, Cox Smith Matthews Inc.
Judge: Craig A. Gargotta
Our File No: 09-129

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- **Motion for Relief from Stay**
(Bankruptcy Case #09-11113-LBR, Las Vegas, Nevada)
Date: March 16, 2010
Attorney: Michael H. Singer on behalf of Overland Financial; David A. Riggi on behalf of Toros Yeranosian
Judge: Linda Riegel
Our File No: 09-106
- **Celtic Bank vs. Braelynn Land, LLC (Bankruptcy Case)**
Date: August 31, 2010
Attorney: Karl Y. Olsen of Parsons Behle & Latimer
Judge: Linda Riegel
Our File No: 09-382
- **Francis K. Poirier vs. Sean R. Harron and Elise M. Harron (Bankruptcy Case #09-22463-mkn)**
Date: November 9, 2010
Attorneys: Michael Stein and Erica J. Statman of Snell & Wilmer
Chief Judge: Mike K. Nakagawa
Our File No: 1007-001C (Residential)
- **Francis K. Poirier vs. Sean R. Harron and Elise M. Harron (Bankruptcy Case #09-22463-mkn)**
Date: January 13, 2011
Attorneys: Michael Stein and Erica J. Statman of Snell & Wilmer
Chief Judge: Mike K. Nakagawa
Our File No: 1007-001C (Residential)
- **Whitton Corporation (Case #BK-S-10-32680-BAM)**
Date: June 3, 2011
Attorneys: Rodney M. Jean and Mohamed A. Iqbal, Jr., (Lionel Sawyer Collins); David Snyder and Brett Axelrod (Fox Rothschild)
Judge: Bruce A. Markell

MATTHEW LUBAWY, MAI
TRIAL TESTIMONY (continued)

- **Marion Manor, LLC (Bankruptcy Case No. BK-S-11-28020-BAM)**
Date: February 28-29, 2011 and March 9, 2011
Attorneys: Tenille Pereira, (David J. Winterton & Associates, Ltd.) Debtor's
Attorneys; Lars K. Evensen, (Holland & Hart, LLP) Creditor's Attorney
Judge: Bruce A. Markell
Our File No: 11-272


CLERK OF THE COURT

1 **CMSJ**
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2 Nevada Bar No.: 1641
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4 376 East Warm Springs Road, Ste. 140
Las Vegas, Nevada 89119
5 (702) 642-3113/ (702) 642-9766 FAX
6 Attorney for plaintiff

7
8
9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 SATICOY BAY LLC SERIES 2227 SHADOW
CANYON,

CASE NO.: A-14-702938-C
DEPT NO.: V

12 Plaintiff,

13 vs.

14 NATIONSTAR MORTGAGE LLC.; PATERNO
15 C. JURANI, ESQ.; and REPUBLIC SILVER
16 STATE DISPOSAL, DBA REPUBLIC
SERVICES,

17 Defendants.

18 **OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**
19 **AND COUNTERMOTION FOR SUMMARY JUDGMENT**

20 Plaintiff Saticoy Bay LLC Series 2227 Shadow Canyon ("plaintiff"), by and through its attorney,
21 Michael F. Bohn, Esq., hereby opposes the motion for summary judgment filed on August 27, 2015 by
22 defendant, Nationstar Mortgage LLC (hereinafter "defendant").

23 Plaintiff also moves that summary judgment be entered in its favor on all claims for relief asserted
24 by plaintiff in its complaint filed on June 24, 2014.

25 This opposition and counter motion is based upon the points and authorities contained herein.

26 ///

27 ///

1 **POINTS AND AUTHORITIES**

2 **Statement of Facts**

3 Plaintiff is the owner of the real property commonly known as 2227 Shadow Canyon, Henderson,
4 Nevada ("the Property"). Plaintiff obtained title to the Property by foreclosure deed recorded February
5 3, 2014. A copy of the foreclosure deed is Exhibit 1. The foreclosure deed arose from a delinquency in
6 assessments due from the former owner, Patricia E. Evans, to the Sun City Anthem Community
7 Association ("the HOA") pursuant to NRS Chapter 116.

8 Defendant Nationstar Mortgage LLC ("Nationstar") is the assigned beneficiary of a deed of trust
9 that was recorded as an encumbrance on the Property on February 7, 2006. A copy of the deed of trust
10 is Exhibit 2. Copies of the assignment of deed of trust to Bank of America, N.A. recorded on October
11 5, 2011 and the corporate assignment of deed of trust to defendant recorded on October 15, 2013 are
12 Exhibit 3.

13 Prior to the HOA foreclosure sale, the foreclosure agent recorded a lien for delinquent assessments
14 on April 16, 2010. A copy of the lien is Exhibit 4.

15 The foreclosure agent mailed a copy of the lien to the former owner on April 29, 2010. A copy
16 of the certified mailing is Exhibit 5.

17 The foreclosure agent recorded a notice of default on June 24, 2010. A copy of the notice of
18 default is Exhibit 6.

19 The foreclosure agent mailed a copy of the notice of default to Pulte Mortgage LLC, defendant
20 Nationstar's predecessor in interest, on June 30, 2010. A copy of the certified mailing is Exhibit 7.

21 The foreclosure agent recorded a notice of foreclosure sale on November 26, 2013. A copy of the
22 notice of foreclosure sale is Exhibit 8.

23 The foreclosure agent mailed a copy of the notice of foreclosure sale to defendant Nationstar on
24 November 26, 2013. A copy of the certified mailing is Exhibit 9.

25 The foreclosure agent served a copy of the notice of foreclosure sale on the owner of the property
26 by attempting to personally serve the notice and then posting a copy in a conspicuous place on the
27 property. A copy of the affidavit of service is Exhibit 10.

1 Additionally, the foreclosure agent posted the notice of sale at six separate public locations and
2 published the notice of sale in Nevada Legal News. A copy of the affidavit of posting is Exhibit 11. A
3 copy of the affidavit of publication is Exhibit 12.

4 Defendant Nationstar had actual notice of the HOA foreclosure sale and failed to take any action
5 to protect its interests in the Property.

6 Legal Argument

7 **1. Defendant has not met the requirements for the granting of a motion for summary 8 judgment.**

9 In the present case, the exhibits attached hereto prove that the HOA complied with all
10 requirements for the nonjudicial foreclosure of its assessment lien pursuant to NRS Chapter 116.
11 Defendant has not denied that the foreclosure agent mailed to defendant's predecessor a copy of the
12 notice of default, recorded on June 24, 2010 (Exhibit 6) and to defendant a copy of the notice of
13 foreclosure sale, recorded on November 26, 2013 (Exhibit 8). Defendant also does not dispute that it
14 failed to tender the amount demanded by the HOA and allowed the HOA foreclosure sale to take place
15 without objection.

16 The undisputed facts prove that the foreclosure of the HOA's super priority lien at the public
17 auction held on January 2, 2014 extinguished any estate, right, title, interest or claim in the property held
18 by plaintiff and vested title to the real property in the defendant free of plaintiff's deed of trust. SFR
19 Investments Pool 1, LLC v. U.S. Bank, N.A., 130 Nev., Adv. Op. 75, 334 P.3d 408 (2014).

20 **2. Plaintiff's trust deed was extinguished by the foreclosure sale held on January 2, 2014.**

21 NRS 116.3116 provides in part:

22 **Liens against units for assessments.**

23 1. **The association has a lien on a unit for any construction penalty that is imposed**
24 **against the unit's owner pursuant to NRS 116.310305, any assessment levied against**
25 **that unit or any fines imposed against the unit's owner from the time the**
26 **construction penalty, assessment or fine becomes due.** Unless the declaration otherwise
provides, any penalties, fees, charges, late charges, fines and interest charged pursuant to
paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as
assessments under this section. If an assessment is payable in installments, the full amount
of the assessment is a lien from the time the first installment thereof becomes due.

27 2. **A lien under this section is prior** to all other liens and encumbrances on a unit

1 **except:**

2 (a) Liens and encumbrances recorded before the recordation of the declaration and, in a
3 cooperative, liens and encumbrances which the association creates, assumes or takes
4 subject to;

5 (b) **A first security interest on the unit** recorded before the date on which the assessment
6 sought to be enforced became delinquent or, in a cooperative, the first security interest
7 encumbering only the unit's owner's interest and perfected before the date on which the
8 assessment sought to be enforced became delinquent; and

9 (c) Liens for real estate taxes and other governmental assessments or charges against the
10 unit or cooperative.

11 **The lien is also prior to all security interests described in paragraph (b) to the extent**
12 **of any charges incurred by the association on a unit pursuant to NRS 116.310312**
13 **and to the extent of the assessments for common expenses based on the periodic**
14 **budget adopted by the association pursuant to NRS 116.3115 which would have**
15 **become due in the absence of acceleration during the 9 months immediately**
16 **preceding institution of an action to enforce the lien,** unless federal regulations adopted
17 by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage
18 Association require a shorter period of priority for the lien. If federal regulations adopted
19 by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage
20 Association require a shorter period of priority for the lien, the period during which the
21 lien is prior to all security interests described in paragraph (b) must be determined in
22 accordance with those federal regulations, except that notwithstanding the provisions of
23 the federal regulations, the period of priority for the lien must not be less than the 6
24 months immediately preceding institution of an action to enforce the lien. This subsection
25 does not affect the priority of mechanics' or materialmen's liens, or the priority of liens
26 for other assessments made by the association. (emphasis added)

27 By its clear terms, NRS 116.3116 (2) provides that the super-priority lien for 9 months of charges
28 is "prior to all security interests described in paragraph (b)." The first deed of trust, recorded on February
29 7, 2006 (Exhibit 2), falls squarely within the language of paragraph (b). The statutory language does not
30 limit the nature of this "priority" in any way.

31 In its decision in the case of SFR Investments Pool 1, LLC v. U.S. Bank, N.A., 130 Nev., Adv.
32 Op. 75, 334 P.3d 408, 409 (2014), the Nevada Supreme Court stated:

33 NRS 116.3116 gives a homeowners' association (HOA) a superpriority lien on an
34 individual homeowner's property for up to nine months of unpaid HOA dues. With
35 limited exceptions, this lien is "prior to all other liens and encumbrances" on the
36 homeowner's property, even a first deed of trust recorded before the dues became
37 delinquent. NRS 116.3116(2). We must decide whether this is a true priority lien such
38 that its foreclosure extinguishes a first deed of trust on the property and, if so, whether it
39 can be foreclosed nonjudicially. We answer both questions in the affirmative and
40 therefore reverse.

41 At the conclusion of its opinion, the Supreme Court stated:

42 NRS 116.3116(2) gives an HOA a true superpriority lien, proper foreclosure of

1 which will extinguish a first deed of trust. Because Chapter 116 permits nonjudicial
2 foreclosure of HOA liens, and because SFR's complaint alleges that proper notices were
3 sent and received, we reverse the district court's order of dismissal. In view of this
4 holding, we vacate the order denying preliminary injunctive relief and remand for further
5 proceedings consistent with this opinion.

6 334 P.3d at 419.

7 Because the facts in the present case are substantially the same as the facts in SFR Investments
8 Pool 1, LLC v. U.S. Bank, N.A., the court should reach the same conclusion that the nonjudicial
9 foreclosure of the HOA's super priority lien at the public auction held on January 2, 2014 extinguished
10 the "first security interest" held by defendant.

11 **3. There is a conclusive presumption that the foreclosure sale was properly conducted.**

12 The detailed and comprehensive statutory requirements for a foreclosure sale are indicative of a
13 public policy which favors a final and conclusive foreclosure sale as to the purchaser. See 6 Angels, Inc.
14 v. Stuart-Wright Mortgage, Inc., 85 Cal. App. 4th 1279, 102 Cal. Rptr. 2d 711 (2011); McNeill Family
15 Trust v. Centura Bank, 60 P.3d 1277 (Wyo. 2033); In re Suchy, 786 F.2d 900 (9th Cir. 1985); and Miller
16 & Starr, California Real Property 3d §10:210. In the case of SFR Investments Pool 1, LLC v. U.S. Bank,
17 N.A., 130 Nev., Adv. Op. 75, 334 P.3d 408 (2014), the court described the non-judicial foreclosure
18 provisions of NRS Chapter 116 as "elaborate," and therefore supports the public policy favoring the
19 finality of a foreclosure sale.

20 Additionally, there is a common law presumption that a foreclosure sale was conducted validly.
21 Fontenot v. Wells Fargo Bank, 198 Cal. App. 4th 256, 129 Cal. Rptr. 3d 467 (2011); Moeller v. Lien 25
22 Cal. App. 4th 822, 30 Cal. Rptr. 2d 777 (1994); Burson v. Capps, 440 Md. 328, 102 A.3d 353 (2014);
23 Timm v. Dewsnap 86 P.3d 699 (Utah 2003); Deposit Insurance Bridge Bank, N.A. Dallas v. McQueen,
24 804 S.W. 2d 264 (Tex. App. 1991); Myles v. Cox, 217 So.2d 31 (Miss. 1968); American Bank and Trust
25 Co v. Price, 688 So.2d 536 (La. App. 1996); Meeker v. Eufaula Bank & Trust, 208 Ga. App. 702, 431
26 S.E. 2d 475 (Ga. App 1993).

27 Under Nevada law, the recitals in the deed are sufficient and conclusive proof that a default
28 occurred and that the required notices were mailed by the HOA. The foreclosure deed recorded on
February 3, 2014 (Exhibit 1), includes the following recitals:

1 Default occurred as set forth in a Notice of Default and Election to Sell, recorded on
2 06/24/2010 as instrument number 0002131 Book 20100624 which was recorded in the
3 office of the recorder of said county. Red Rock Financial Services has complied with all
4 requirements of law including, but not limited to, the elapsing of 90 days, mailing of
5 copies of Lien for Delinquent Assessments and Notice of Default and the posting and
6 publication of the Notice of Sale.

7 The controlling statute, NRS 116.31166, provides:

8 **Foreclosure of liens: Effect of recitals in deed; purchaser not responsible for proper**
9 **application of purchase money; title vested in purchaser without equity or right of**
10 **redemption.**

11 1. **The recitals in a deed** made pursuant to NRS 116.31164 of:

12 (a) Default, the mailing of the notice of delinquent assessment, and the recording of
13 the notice of default and election to sell;

14 (b) The elapsing of the 90 days; and

15 (c) The giving of notice of sale,

16 are **conclusive proof of the matters recited.**

17 2. **Such a deed containing those recitals is conclusive against** the unit's former
18 owner, his or her heirs and assigns, **and all other persons.** The receipt for the purchase
19 money contained in such a deed is sufficient to discharge the purchaser from obligation
20 to see to the proper application of the purchase money.

21 3. The sale of a unit pursuant to NRS 116.31162, 116.31163 and 116.31164 vests in
22 the purchaser the title of the unit's owner without equity or right of redemption.
23 (emphasis added)

24 NRS 47.240(6) also provides that conclusive presumptions include "[a]ny other presumption
25 which, by statute, is expressly made conclusive." Because NRS 116.31166 contains such an expressly
26 conclusive presumption, the recitals in the foreclosure deed are "conclusive proof" that defendant's
27 predecessor and defendant Nationstar were served with copies of the required notices for the foreclosure
28 sale.

29 In the case of Pro-Max Corp. v. Feenstra, 117 Nev. 90, 16 P.3d 1074 (2001), the district court
30 refused to apply the conclusive presumption contained in NRS 106.240 because "[t]he district court
31 determined that the legislature intended for the statute to protect bona fide purchasers." The Supreme
32 Court reversed the district court's judgment that the statute only protects bona fide purchasers and stated:

33 We conclude that the statute is clear and unambiguous. That being the case, no further
34 interpretation is required or permissible. Under the plain language of the statute, the
35 deeds of trust are conclusively presumed to have been satisfied and the notes discharged.
36 This conclusive presumption is plain, clear and unambiguous. **No limitation of the**
37 **statute's terms to bona fide purchasers can be read into the statute.** (emphasis
38 added)

1 117 Nev. at 95, 16 P.3d at 1078-79.

2 The same reasoning applies to the “conclusive” presumption provided in NRS 116.31166.

3 Any error in the mailing of notices by the HOA foreclosure agent does not affect either the validity
4 of the sale or defendant’s title to the property. Instead, if a defect occurred in the foreclosure process,
5 plaintiff’s remedy is to recover damages from the HOA or its foreclosure agent. Munger v. Moore, 11
6 Cal. App. 3d 1, 89 Cal. Rptr. 323 (1970).

7 In Firato v. Tuttle, 48 Cal.2d 136, 139-140, 308 P.2d 333 (1957), real property was acquired by
8 a third party after the trustee on a deed of trust had reconveyed the trust deed without authority to do so.
9 In ruling for the subsequent purchaser and encumbrancer, the California Supreme Court held that the bona
10 fide purchaser doctrine protected the later purchaser and encumbrancer even though the original trust deed
11 was reconveyed without authority. The court stated:

12 Instruments which are wholly void cannot ordinarily provide the foundation for good title
13 even in the hands of an innocent purchaser, as where a deed has been forged or has not
14 been delivered. Trout v. Taylor, 220 Cal. 652, 656, 32 P.2d 968. It does not appear,
15 however, that section 870 of the Civil Code should necessarily make the unauthorized
16 reconveyance by a trustee void as to such a purchaser. Section 2243 of that code states:
17 “Everyone to whom property is transferred in violation of a trust, holds the same as an
18 involuntary trustee under such trust, unless he purchased it in good faith, and for a
19 valuable consideration.” (Emphasis added.) This section was also enacted in 1872 and has
20 been treated as correlative to section 870. Chapman v. Hughes, 134 Cal. 641, 657, 58 P.
21 298, 60 P. 974, 66 P. 982.

18 **The rule indicated by section 2243, which would protect innocent purchasers for**
19 **value who take without any notice that the conveyance by the trustee was**
20 **unauthorized, is in accord with the rule protecting such purchasers who acquire**
21 **their interests from one who holds a general power and who makes a conveyance for**
22 **an unauthorized purpose, see Alcorn v. Buschke, 133 Cal. 655, 66 P. 15, and cases**
23 **cited, or from a trustee under a secret trust. Ricks v. Reed, 19 Cal. 551; Rafferty v.**
24 **Kirkpatrick, 29 Cal.App.2d 503, 508, 85 P.2d 147; Civil Code, 869. The protection of**
25 **such purchasers is consistent ‘with the purpose of the registry laws, with the settled**
26 **principles of equity, and with the convenient transaction of business.’ Williams v.**
27 **Jackson, 107 U.S. 478, 484, 2 S.Ct. 814, 819, 27 L.Ed. 529. It also finds support in the**
28 **better reasoned cases from other jurisdictions which have dealt with similar**
problems upon general equitable principles and in the absence of statutory
provisions. Simpson v. Stern, 63 App.D.C. 161, 70 F.2d 765, certiorari denied 292 U.S.
649, 54 S.Ct. 859, 78 L.Ed. 1499; Williams v. Jackson, supra, 107 U.S. 478, 2 S.Ct. 814;
Town of Carbon Hill v. Marks, 204 Ala. 622, 86 So. 903; Lennartz v. Quilty, 191 Ill. 174,
60 N.E. 913; Millick v. O'Malley, 47 Idaho 106, 273 P. 947; Day v. Brenton, 102 Iowa
482, 71 N.W. 538; Willamette Collection & Credit Service v. Gray, 157 Or. 79, 70 P.2d
39; Locke v. Andrasko, 178 Wash. 145, 34 P.2d 444.

As section 2243 of the Civil Code must be read with section 870 of the same code and

1 because of the obvious desirability of protecting innocent purchasers for value who rely
2 in good faith upon recorded instruments under the circumstances presented here, we
3 conclude that plaintiffs were required to plead that respondents were not such innocent
4 purchasers for value in order to state a cause of action against them. In the absence of such
allegations, the trial court properly sustained respondents' demurrers to plaintiffs' first
amended complaint. (emphasis added)

5 The bona fide purchaser doctrine protects a purchaser's title against competing legal or equitable
6 claims of which the purchaser had no notice at the time of the conveyance. 25 Corp. v. Eisenman
7 Chemical Co., 101 Nev. 664, 709 P.2d 164, 172 (1985); Berge v. Fredericks, 95 Nev. 183, 591 P.2d 246,
8 247 (1979).

9 Plaintiff respectfully submits that this court should find that the foreclosure deed received by the
10 plaintiff is conclusive and sufficient proof that the title now vested in plaintiff is not subject to attack from
11 the defendant.

12 **4. The "commercial reasonableness" requirements contained in the Uniform
Commercial Code do not apply to the HOA's foreclosure sale in this case.**

13 At page 6 of its motion, defendant asserts that the "obligation of good faith" contained in NRS
14 116.1113 incorporates the definition of "good faith" contained in the Comment to Section 1-113 of the
15 UCIOA. The Comment to Section 1-113 of the UCIOA does not include any requirement of
16 "commercial" reasonableness. The Comment to Section 1-113 of the UCIOA instead states that "good
17 faith" means "observance of two standards: 'honesty in fact', and observance of reasonable standards of
18 fair dealing."

19 Although the Comment to Section 1-113 of the UCIOA states that the definition of "good faith"
20 is "used in the same manner as Sections 2-103(i)(b) and 7-404 of the Uniform Commercial Code," the
21 definition actually used in the Comment to Section 1-113 of the UCIOA does not include the word
22 "commercial." Nevada's definition of "good faith" in the Uniform Commercial Code appears in NRS
23 104.1201(2)(t), and NRS 104.1102 expressly provides that Article 1 of the Uniform Commercial Code
24 "applies to a transaction to the extent that is governed by another Article of the Uniform Commercial
25 Code."

26 Nevada's version of the Uniform Commercial Code does not include any provision stating that
27 any part of Article 2 of NRS Chapter 104, identified in NRS 104.1201 as "Uniform Commercial Code
28

1 – Sales,” applies to the foreclosure of an HOA lien.

2 NRS 104.9109(4)(k) expressly provides that Article 9 of the Uniform Commercial Code does not
3 apply to “[t]he creation or transfer of an interest in or lien on real property” except for four specific
4 exceptions. An assessment lien under NRS Chapter 116 is not one of the listed exceptions.
5 Consequently, the requirement in NRS 104.9610 that a secured party’s disposition of collateral be
6 “commercially reasonable” does not apply to an HOA foreclosure sale.

7 NRS 116.1108 expressly provides that “the law of real property . . . supplement the provisions
8 of this chapter, except to the extent inconsistent with this chapter.” In Golden v. Tomiyasu, 79 Nev. 503,
9 387 P.2d 989 (1963), cert. denied, 382 U.S. 844 (1965), the Nevada Supreme Court refused to adopt the
10 rule that when inadequacy of price is so great as to shock the conscience, the price alone is sufficient
11 justification to set aside a sale. The Court instead adopted the following rule:

12 **"However, even assuming that the price was inadequate, that fact standing alone**
13 **would not justify setting aside the trustee's sale.** `In California, it is a settled rule that

14 **inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a**
15 **trustee's sale legally made; there must be in addition proof of some element of fraud,**
16 **unfairness, or oppression as accounts for and brings about the inadequacy of price."**
17 (emphasis added)

18 387 P.2d at 995, quoting Oller v. Sonoma County Land Title Co., 137 Cal. App.2d 633, 290 P.2d
19 880 (1955).

20 In the present case, defendant has not alleged or offered any proof of the required “element of
21 fraud, unfairness, or oppression.” The Nevada Supreme Court concluded its opinion in Golden v.
22 Tomiyasu by noting:

23 In virtually all foreclosures the trustor or mortgagor suffers a loss. He has not been able
24 to meet his obligation and loses the property. When the sale is by a trustee, as in the
25 present case, he loses it without an equity of redemption. If the sale is properly, lawfully
26 and fairly carried out, he cannot unilaterally create a right of redemption in himself. . . .
27 We regret, as do all courts facing such a situation, that the mortgagor or trustor must lose
28 his property, but we cannot arbitrarily afford relief under such circumstances as here exist.

387 P.2d at 997.

The Nevada Supreme Court applied this same rule in Long v. Towne, 98 Nev. 11, 639 P.2d 528, 530
(1982); Turner v. Dewco Services, Inc., 87 Nev. 14, 479 P.2d 462 (1971); Brunzell v. Woodbury, 85 Nev.
29, 449 P.2d 158 (1969).

1 On August 27, 2015, in the case of LVDG Series 125 v. Welles, Case No. 14-15859, the Court
2 of Appeals for the Ninth Circuit issued a memorandum opinion that followed the decision in Brunzell
3 v. Woodbury and reversed the district court's ruling that the plaintiff's purchase of property at an HOA
4 foreclosure sale was "commercially unreasonable." A copy of this opinion is Exhibit 13.

5 The case of Dennison v. Allen Group Leasing Corp., 110 Nev. 181, 871 P.2d 288 (1994), cited
6 at page 6 of defendant's motion, involved the application of California's version of the Uniform
7 Commercial Code to the repossession and sale of two pieces of automobile repair equipment. The
8 Nevada Supreme Court reversed the summary judgment entered in favor of the secured party because
9 there were errors in the description of the equipment identified in the notice of sale, and the secured party
10 failed to produce proof of the content of the notice published in the L.A. Times. In the present case, there
11 is no dispute regarding the content of the notice of foreclosure sale recorded on November 26, 2013 as
12 instrument # 201311260002900 (Exhibit 8 attached hereto) or the service, mailing, posting, and
13 publication of this notice as required by NRS Chapter 116.

14 At page 6 of its motion, defendant cites the decision in Will v. Mill Condominium Owners'
15 Association, 176 Vt. 380, 848 A.2d 336 (2004), as authority that a sale of property for less than 2% of
16 the amounts of deed of trusts "shows almost conclusively, without more, that the HOA's sale was
17 commercially unreasonable." Defendant also asserts that "[t]he Vermont Supreme Court interpreted the
18 same uniform act that Nevada adopted." To the contrary, there are substantial differences between
19 Vermont's version of the UCIOA and NRS Chapter 116.

20 Unlike the nonjudicial foreclosure process provided in NRS 116.31162 to 116.31168, 27A V.S.A.
21 § 3-116(j) in Vermont's version of the UCIOA requires that an association's lien be judicially foreclosed
22 pursuant to 12 V.S.A. chapter 172 or subsection (o) of 27A V.S.A. § 3-116(j). 27A V.S.A. § 3-116(p)
23 expressly provides that "[e]very aspect of a foreclosure, sale, or other disposition under this section,
24 including the method, time, date, place, and terms, must be commercially reasonable." Nevada's version
25 of the UCIOA contains no such language.

26 Vermont's version of the UCIOA also does not contain any statutory language similar to the
27 provision in NRS 116.31166(1) that the recitals in an HOA foreclosure deed "are conclusive proof of the
28

1 matters recited” or the provision in NRS 116.31166(2) that “[s]uch a deed containing those recitals is
2 conclusive against the unit’s former owner, his or her heirs and assigns, **and all other persons.**”
3 (emphasis added)

4
5 Defendant has attached a residential appraisal summary report as Exhibit J to its motion. This
6 report uses a sales comparison approach to assign a value of \$335,000 to the Property as of January 2,
7 2014. However, none of the five comparable sales involved foreclosure sales where the buyer must pay
8 cash for the property in “as is” condition with no contingencies.

9 In the case of BFP v. Resolution Trust Corporation, 511 U.S. 531, 548-49 (1994), the U.S.
10 Supreme Court explained why the fair market value of a property cannot be used to prove the forced sale
11 value of the property:

12 ...the fact that a piece of property is legally subject to forced sale, like any other fact
13 bearing upon the property’s use or alienability, necessarily affects its worth. Unlike most
14 other legal restrictions, however, foreclosure has the effect of completely redefining the
15 market in which the property is offered for sale; normal free-market rules of exchange are
16 replaced by the far more restrictive rules governing forced sales. Given this altered
17 reality, and the concomitant inutility of the normal tool for determining what property is
18 worth (fair market value), **the only legitimate evidence of the property’s value at the
19 time it is sold is the foreclosure-sale price itself.** (emphasis added)

20 Although the Supreme Court limited its holding to nonjudicial foreclosure sales held under deeds
21 of trust, the logic in the opinion applies just as well to a nonjudicial foreclosure by a homeowners
22 association.

23 In addition, as noted by the court in Bourne Valley Court Trust v. Wells Fargo Bank, N.A., ____
24 S. Supp. 3d ____, 2015 WL 301063 (Jan. 23, 2015), “[b]efore the Nevada Supreme Court issued SFR
25 Investments, purchasing property at an HOA foreclosure sale was a risky investment, akin to purchasing
26 a lawsuit.” A copy of this decision is Exhibit 14.

27 At page 7 of its motion, defendant asserts that “the HOA recovered violation fine amounts owing
28 through the foreclosure sale, in violation of NRS 116.31162(5).” On the other hand, NRS 116.31166(2)
expressly provides that “[t]he receipt for the purchase money contained in such a deed is sufficient to
discharge the purchaser from obligation to see to the proper application of the purchase money.”
Defendant’s objection is therefore against the HOA and does not affect plaintiff’s title to the property.

1 **5. The foreclosure process in NRS Chapter 116 does not violate due process**
2 **because no state actor is involved in the nonjudicial foreclosure process**
3 **provided in NRS 116.31162 to 116.31168.**

4 At page 7 of its motion, defendant asserts that “[t]he HOA Lien Statute is facially
5 unconstitutional” and “does not provide for mandatory notice” to junior lienholders. In order for the “due
6 process” clause to be implicated, however, a “state actor” must participate.

7 In Lugar v. Edmondson Oil Co., Inc., 475 U.S. 922 (1982), the Supreme Court stated that “[o]ur
8 cases have accordingly insisted that the conduct allegedly causing the deprivation of a federal right be
9 fairly attributable to the State” and that “fair attribution” required a two-part approach: 1) “the deprivation
10 must be caused by the exercise of some right or privilege created by the State”; and 2) “the party charged
11 with the deprivation must be a person who may fairly be said to be a state actor.” Id. at 937. In Lugar,
12 the Court found that “joint participation” between a private party and the Clerk of the state court who
13 issued a writ of attachment, which was then executed by the County Sheriff, satisfied the “state actor”
14 requirement. No “state actor” is involved in the nonjudicial foreclosure process provided by NRS
15 116.31162 to NRS 116.31168, and by incorporation, NRS 107.090.

16 The Court in Lugar cited its prior ruling in Flagg Bros., Inc. v. Brooks, 436 U.S. 149 (1978), and
17 the Court acknowledged that even where the state was responsible for creating a statute, “[a]ction by a
18 private party pursuant to this statute, without something more, was not sufficient to justify a
19 characterization of that party as a ‘state actor.’” 475 U.S. at 939. Similarly, in the case of Apao v. Bank
20 of New York, 324 F.3d 1091, 1092 (9th Cir. 2003), the Court of Appeals rejected a due process challenge
21 to Hawaii’s nonjudicial foreclosure statute and stated that there had been “no legal or historical
22 development in the intervening years that would require a departure from prior authority.” The “prior
23 authority” included the decision in Charmicor v. Deaner, 572 F.2d 694 (9th Cir. 1978), where the Court
24 of Appeals found that the statutory procedure for non-judicial foreclosure sales provided in NRS 107.080
25 did not transform the private action into state action for due process purposes.

26 At page 8 of its motion, defendant asserts that “the Nevada Supreme Court has held that a private
27 party’s deprivation of another private party’s ‘significant property interest’ pursuant to a Nevada statute
28 entitles the property owner to ‘federal and state due process.’” To the contrary, in the case of J.D.

1 Construction, Inc. v. Ibex International Group, LLC, 126 Nev. Adv. Op. 36, 240 P.3d 1033 (2010), the
2 Court applied due process requirements to the judicial remedy provided by NRS 108.2275 to expunge
3 a frivolous or excessive lien, which required a hearing in the district court. The foreclosure of a
4 mechanic's lien pursuant to NRS 108.239 also requires the filing of a civil action in "any court of
5 competent jurisdiction that is located within the county where the property upon which the work of
6 improvement is located" NRS Chapter 116, on the other hand, provides for a non-judicial
7 foreclosure process that does not involve a "state actor."

8 Defendant also quotes from the case of Connolly Development, Inc. v. Superior Court, 17 Cal.
9 3d 803, 553 P.2d 637 (1976), to argue that the private enforcement procedure to enforce a mechanic's
10 lien was "only made possible, by explicit state authorization." On the other hand, in finding that "the
11 imposition and enforcement of mechanic's liens and stop notices constitute state action," the court stated
12 that the lien "becomes effective only upon recordation with the county recorder, an official of the state;
13 moreover, it can be enforced only by resort to the state courts." 17 Cal. 3d at 815. In footnote 14, the
14 court also stated: "We do not therefore rest our holding that stop notice procedures involve state action
15 merely upon the fact the procedure was created by statute."

16 **6. The foreclosure process in NRS Chapter 116 does not violate due process**
17 **because NRS 116.31168(1) incorporates the notice requirements in NRS 107.090**
18 **and required that copies of both the notice of default and the notice of sale be**
19 **mailed to holders of subordinate interests.**

20 At pages 10 of its motion, defendant asserts that "Nevada's HOA Lien Statute does not require
21 that mortgagees be provided with actual notice of the HOA foreclosure sales that can extinguish their
22 property interest." In making this argument, defendant focuses only on the request for notice provisions
23 in NRS 116.31163 and NRS 116.311635 and completely ignores the mandatory notice provisions
24 incorporated by NRS 116.31168(1).

25 Defendant's interpretation of the statute violates the Nevada Supreme Court's statement that
26 courts must construe statutes to give meaning to **all of their parts and language**, and courts are to read
27 **each sentence, phrase, and word** to render it meaningful within the context of the purpose of the
28 legislation. Board of County Comm'rs v. CMC of Nevada, 99 Nev. 739, 744, 670 P.2d 102, 105 (1983).

1 (emphasis added)

2 The Nevada Supreme Court has also stated that a statute should be interpreted to give the terms
3 their plain meaning, **considering the provisions as a whole**, so as to read them in a way that would not
4 render words or phrases superfluous or make a provision nugatory. Southern Nevada Homebuilders v.
5 Clark County, 121 Nev. 446, 117 P.3d 171 (2005). (emphasis added) A statute should be construed so
6 that **no part is rendered meaningless**. Public Employees' Benefits Program v. Las Vegas Metropolitan
7 Police Department 124 Nev. 138, 179 P.3d 542 (2008). (emphasis added) When the language of a statute
8 is plain and unambiguous, a court should give that language its ordinary meaning and not go beyond it.
9 City Council of Reno v. Reno Newspapers, 105 Nev. 886, 891, 784 P.2d 974, 977 (1989).

10 In SFR Investments Pool 1, LLC v. U.S. Bank, N.A., 130 Nev., Adv. Op. 75, 334 P.3d 408
11 (2014), the Nevada Supreme Court specifically addressed and rejected the argument that the notice
12 requirements in NRS Chapter 116 are unconstitutional. The Court painstakingly went through each of
13 the foreclosure requirements in NRS Chapter 116 and called the statutory scheme "elaborate." In
14 rejecting U.S. Bank's claim that there was a due process violation, the Court stated:

15 U.S. Bank makes two additional arguments that merit brief discussion. First, the lender
16 contends that the nonjudicial foreclosure in this case violated its due process rights.
17 Second, it invokes the mortgage savings clause in the Southern Highlands CC & Rs,
arguing that this clause subordinates SHHOA's lien to the first deed of trust. Neither
argument holds up to analysis.

18 1.

19 SFR is appealing the dismissal of its complaint for failure to state a claim upon which
20 relief can be granted. NRCP 12(b)(5). The complaint alleges that "the HOA foreclosure
21 sale complied with all requirements of law, including but not limited to, recording and
22 mailing of copies of Notice of Delinquent Assessment and Notice of Default, and the
recording, posting and publication of the Notice of Sale." It further alleges that, "prior to
the HOA foreclosure sale, no individual or entity paid the super-priority portion of the
HOA Lien representing 9 months of assessments for common expenses." **In view of the
fact that the "requirements of law" include compliance with NRS 116.31162 through
NRS 116.31168 and by incorporation, NRS 107.090, see NRS 116.31168(1), we
conclude that U.S. Bank's due process challenge to the lack of adequate notice fails, at
least at this early stage in the proceeding. (emphasis added)**

23 334 P.3d at 417-418.

24 NRS 116.31168 provides in part:

25 **Foreclosure of liens: Requests by interested persons for notice of default and election**

26 14

1 to sell; right of association to waive default and withdraw notice or proceeding to
2 foreclose.

3 1. **The provisions of NRS 107.090 apply to the foreclosure of an association's lien**
4 **as if a deed of trust were being foreclosed.** The request must identify the lien by stating
5 the names of the unit's owner and the common-interest community. (emphasis added)

6 In order to read NRS 107.090 as directed by NRS 116.31168(1), defendant has placed the words
7 "association's lien" in brackets following each use of the words "deed of trust" in NRS 107.090:

8 **Request for notice of default and sale; Recording and contents; mailing of notice;**
9 **request by homeowners' association; effect of request.**

10 1. As used in this section, "person with an interest" means any person who has or claims
11 any right, title or interest in, or lien or charge upon, the real property described in the deed
12 of trust [association's lien], as evidenced by any document or instrument recorded in the
13 office of the county recorder of the county in which any part of the real property is
14 situated.

15 2. **A person with an interest** or any other person who is or may be held liable for any
16 debt secured by a lien on the property desiring a copy of a notice of default or notice of
17 sale under a deed of trust [association's lien] with power of sale upon real property **may**
18 **at any time after recordation of the deed of trust [association's lien] record in the**
19 **office of the county recorder** of the county in which any part of the real property is
20 situated **an acknowledged request for a copy of the notice of default or of sale.** The
21 request must state the name and address of the person requesting copies of the notices and
22 identify the deed of trust [association's lien] by stating the names [of the unit's owner and
23 the common-interest community] of the parties thereto, the date of recordation, and the
24 book and page where it is recorded.

25 3. The trustee or person authorized to record **the notice of default** shall, within 10 days
26 after the notice of default is recorded and mailed pursuant to NRS 107.080, cause to be
27 deposited in the United States mail an envelope, registered or certified, return receipt
28 requested and with postage prepaid, containing a copy of the notice, addressed to:

(a) Each person who has recorded a request for a copy of the notice; **and**

(b) **Each other person with an interest whose interest or claimed interest is**
subordinate to the deed of trust [association's lien].

4. The trustee or person authorized to make the sale shall, at least 20 days before the date
of sale, cause to be deposited in the United States mail an envelope, registered or certified,
return receipt requested and with postage prepaid, containing a copy of **the notice of time**
and place of sale, addressed to each person described in subsection 3. (emphasis added)

NRS 107.090 includes **both** an "opt in" provision for "any" person with an interest **and** a
"mandatory" notice provision for holders of "subordinate" interests.

As provided by NRS 107.090(2), any "person with an interest" can record "an acknowledged
request for a copy of the notice of default or of sale." When a deed of trust is foreclosed, NRS

1 107.090(3)(a) requires that a copy of the notice of default be mailed to each person who has recorded a
2 request for notice.

3 In addition, NRS 107.090(3)(b) requires that a copy of the notice of default also be mailed to
4 “[e]ach other person with an interest whose interest or claimed interest is subordinate to the deed of
5 trust.” The definition of “person with an interest” in NRS 107.090(1) includes holders of “any right, title
6 or interest in, or lien or charge upon, the real property.” This definition includes holders of deeds of trust.
7 NRS 107.090(3)(b) therefore requires that notice be mailed to holders of deeds of trust “subordinate” to
8 “the deed of trust” being foreclosed even if they do not record a request for notice.

9 NRS 107.090(4) requires that a copy of the notice of sale be mailed to each person described in
10 NRS 107.090(3).

11 The notice requirements in NRS 107.090(3)(b) and 107.090(4) apply regardless of whether the
12 holder of the subordinate interest (deed of trust) records a request to receive the notice provided pursuant
13 to NRS 107.090(3)(a). **If notice was required only for those persons who had recorded a request for**
14 **notice, there would be no reason for NRS 107.090(3)(b) to exist because all such persons would**
15 **already be covered by NRS 107.090(3)(a).** Because NRS 107.090(3)(a) and NRS 107.090(3)(b) are
16 connected by the word “and,” the statute without question requires that notice be provided **both** to
17 holders of interests who have recorded a request for notice **and** to holders of “subordinate” interests even
18 if they have not recorded a request for notice.

19 NRS 116.3116(2) expressly provides that defendant’s first deed of trust is “subordinate” to the
20 HOA’s superpriority lien. As a result, NRS 107.090(3), as incorporated by NRS 116.31168(1), expressly
21 required that a copy of the notice of default be mailed to defendant’s predecessor because the deed of trust
22 was “subordinate” to the HOA’s assessment lien. Exhibit 7 proves that the HOA’s foreclosure agent
23 mailed the required notice of default to defendant’s predecessor.

24 NRS 107.090(4), which is also one of **the** provisions of NRS 107.090 incorporated by NRS
25 116.31168(1), requires that a copy of the notice of sale be mailed to “each person described in subsection
26 3.” Because a copy of the notice of default must be mailed by a foreclosing HOA to every holder of
27 every type of interest “subordinate” to “the association’s lien,” a copy of the notice of sale must also be

1 mailed to each such person. Exhibit 9 proves that the HOA's foreclosure agent mailed the required notice
2 of sale to both defendant and defendant's predecessor.

3 NRS 116.31168(1) states that NRS 107.090 is to be applied to an HOA's foreclosure of its lien
4 "as if a deed of trust were being foreclosed." (emphasis added) As set forth at page 15 above, this means
5 that the words "deed of trust" used in NRS 107.090(3) need to be read as if the words "association's lien"
6 appeared in their place. The plain intent of NRS 116.31168(1) is that NRS 107.090 be applied to an
7 HOA foreclosure to require that written notice be mailed to **both** the holder of an interest who has
8 recorded a request for notice **and** the holder of an interest "subordinate" to the association's lien
9 **regardless of whether the holder has recorded a request for notice.**

10 In State v. Steven Daniel P. (In re Steven Daniel P.), 129 Nev., Adv. Op. 73, 309 P.3d 1041, 1046
11 (2013), the Nevada Supreme Court applied the concept of incorporating a statute by reference in the
12 context of NRS Chapter 62C and stated:

13 The United States Supreme Court has held that "[w]here one statute adopts the particular
14 provisions of another by a specific and descriptive reference to the statute or provisions
15 adopted, the effect is the same as though the statute or provisions adopted had been
16 incorporated bodily into the adopting statute." Hassett v. Welch, 303 U.S. 303, 314 (1938)
(quoting 2 J.G. Sutherland & John Lewis, *Statutes and Statutory Construction* 787 (2d ed.
1904)); *see also* State ex rel. Walsh v. Buckingham, 58 Nev. 342, 349, 80 P.2d 910, 912
16 (1938) ("A statute by reference made a part of another law becomes incorporated in it and
remains so as long as the former is in force.")

17 Consequently, the provisions of NRS 107.090 requiring that copies of **both** the notice of default **and** the
18 notice of sale be mailed to holders of interests "subordinate" to the HOA's lien must be read as if they
19 were "incorporated bodily" into NRS Chapter 116.

20 The Nevada Supreme Court has recognized a general presumption that statutes will be interpreted
21 in compliance with the Constitution. Sereika v. State, 114 Nev. 142, 955 P.2d 175, 180 (1998). The
22 Nevada Supreme Court has stated that "statutes must be construed consistent with the constitution and,
23 where necessary, in a manner supportive of their constitutionality." Foley v. Kennedy, 110 Nev. 1295,
24 1300, 885 P.2d 583, 586 (1994). Where a statute is susceptible to both a constitutional and an
25 unconstitutional interpretation, the court is obliged to construe the statute so that it does not violate the
26 constitution. Whitehead v. Nevada Commission on Judicial Discipline, 110 Nev. 380, 878 P.2d 913, 919
27

1 (1994), citing Sheriff v. Wu, 101 Nev. 687, 708 P.2d 305 (1985).

2 NRS 107.090(3)(b) mandates notice to holders of “subordinate” liens, while the “opt-in”
3 provisions in NRS 116.31163 and NRS 116.311635 apply to “[e]ach person who has requested notice
4 pursuant to NRS 107.090 or 116.31168.” Because more persons qualify to request notice under NRS
5 116.31163, NRS 116.311635, and NRS 107.090, as incorporated by NRS 116.31168(1), than are
6 automatically required to receive notice under NRS 107.090(3)(b), (4), as incorporated by NRS
7 116.31168(1), the opt-in provisions in NRS 116.31163, NRS 116.311635, and NRS 107.090 are not made
8 superfluous by incorporating the mandatory notice provisions in NRS 107.090(3)(b) and NRS 107.090(4).

9 NRS 107.090 contains **both** “opt-in” notice provisions in NRS 107.090(2) and 107.090(3)(a), (4)
10 **and** “mandatory” notice provisions for holders of “subordinate” interests in NRS 107.090(3)(b), (4), and
11 no court has found that the “mandatory” notice provisions in NRS 107.090 render the “opt-in” provisions
12 in NRS 107.090 “superfluous.”

13 The foreclosure procedures for HOA liens found in NRS Chapter 116 mirror the statutory
14 procedures provided for foreclosures of trust deeds in NRS 107.080. The statutory requirements for the
15 foreclosure procedures under NRS Chapter 116 for an HOA foreclosure and under NRS 107.080 for a
16 bank foreclosure are detailed in the following graph:

HOA Foreclosure	Statutory Requirement	Bank Foreclosure
NRS 116.31162(1)(a)	Delinquency by homeowner	NRS 107.080(1)
NRS 116.31162(1)(a)	Mail notice of delinquency to homeowner	No statutory requirement but required by terms of deed of trust
NRS 116.31162(1)(b)	Execute notice of default and election to sell (NOD) that describes the deficiency in payment	NRS 107.080(2)(b)
NRS 116.31162(1)(a)	Record NOD	NRS 107.080(3)
NRS 116.31162(2)(b)	Mail NOD by certified or registered mail, return receipt requested to homeowner	NRS 107.080(3)

HOA Foreclosure	Statutory Requirement	Bank Foreclosure
NRS 116.31163 and NRS 116.31168 (incorporating requirements of NRS 107.090)	Mail NOD to interested parties who request notice	NRS 107.090(3)(a)
NRS 116.31168 (incorporating requirements of NRS 107.090)	Mail NOD to subordinate claim holders	NRS 107.090(3)(b)
NRS 116.31162(1)(c)	Failure to pay for 90 days after NOD is recorded and mailed	NRS 107.080(3)
NRS 116.311635(1)(a)	Give notice of the time and place of the sale in the manner and for a time not less than that required by law for the sale of real property upon execution/posting in a public place and on property	NRS 107.080(4)
NRS 116.311635(1)(a)(1)	Mail Notice of Sale (NOS) to homeowner	NRS 107.080(4)
NRS 116.311635(1)(b)(1) and NRS 116.311635(1)(b)(3)	Mail NOS to interested parties who request notice	NRS 107.090(4)
NRS 116.31168 (incorporating requirements of NRS 107.090)	Mail NOS to subordinate claim holders	NRS 107.090(4)
NRS 116.311635(1)(b)(3)	Mail NOS to Ombudsman	No statutory requirement
NRS 116.311635(2)	Post NOS on property or personally deliver to homeowner	NRS 107.080(4)

Defendant has not produced evidence that the HOA failed to mail copies of the notice of default to defendant's predecessor and the notice of foreclosure sale to defendant. As noted at page 6 above, NRS 116.31166(1) expressly provides that the recitals in the foreclosure deed are "conclusive proof" that the HOA's foreclosure agent mailed both of the required notices. Exhibits 7 and 9 prove that the recitals in the foreclosure deed are true.

The notice requirements of NRS 116.31162 through 116.31168, and by incorporation, NRS 107.090, provide holders of "subordinate" deeds of trust with adequate notice prior to an HOA foreclosure sale. The statutory foreclosure process does not violate due process and is not facially unconstitutional.

1 **7. NRS Chapter 116 is not void for vagueness.**

2 At page 13 of its motion, defendant asserts that “the void for vagueness doctrine now indisputably
3 covers civil laws that do not touch upon freedom of speech.” Defendant also states that due process
4 requires that “the party must receive notice and an opportunity to be heard,” that “laws which regulate
5 persons or entities must give fair notice of conduct that is forbidden or required,” that “due process
6 prohibits laws that require one to ‘guess at its meaning,’” and that the void for vagueness doctrine
7 “prohibits a law that ‘is so standardless that it authorizes or encourages seriously discriminatory
8 enforcement.’”

9 In State v. Castaneda, 126 Nev., Adv. Op. 14, 245 P.3d 550 (2010), the Nevada Supreme Court
10 reversed and remanded the district court’s order finding that an indecent exposure statute was “facially
11 vague and overbroad,” and stated:

12 But constitutional vagueness analysis does not treat statutory text as a closed universe.
13 Enough clarity to defeat a vagueness challenge “may be supplied by judicial gloss on an
14 otherwise uncertain statute,” Skilling, 561 U.S. at ___, 130 S.Ct. at 2933 (quoting United
15 States v. Lanier, 520 U.S. 259, 266, 117 S. Ct. 1219, 137 L.Ed.2d 432 (1997)), by giving
16 a statute’s words their “well-settled and ordinarily understood meaning,” Berry, 125 Nev.
17 at ___, 212 P.3d at 1085 (citing Nelson v. State, 123 Nev. 534, 540-41, 170 P.3d 517,
18 522 (2007)), and by “look[ing] to the common law definitions of the related term or
19 offense,” *id.* (Citing Ranson v. State, 99 Nev. 766, 767, 670 P.2d 574, 575 (1983)).

20 245 P.3d at 553-554.

21 The Supreme Court also recognized that there is a presumption “that statutes are constitutional,”
22 that “the party challenging the statute has ‘the burden of making a clear showing of invalidity,’” and that
23 “every reasonable construction must be resorted to, in order to save a statute from unconstitutionality.”
24 Id. at 552.

25 In the case of Carrigan v. Commission on Ethics, 129 Nev. Adv. Op. 95, 313 P.3d 880, 884
26 (2013), the Nevada Supreme Court recognized that “[c]ivil laws are held to a less strict vagueness
27 standard than criminal laws.” The Court also considered the legislative history in evaluating the statute’s
28 meaning (313 P.3d at 885), and the Court stated:

 “When a statute is accompanied by an administrative system that can flesh out details, the
due process clause permits those details to be left to that system.” Bauer v. Shepard, 620
F.3d 704, 716 (7th Cir. 2010). In rejecting a vagueness challenge to parts of the Hatch

1 Act in Letter Carriers, 413 U.S. at 580, 93 S.Ct. 2880, for example, the Supreme Court
2 deemed it “important . . . that the Commission has established a procedure by which an
3 employee in doubt about the validity of a proposed course of conduct may seek and obtain
4 advice from the Commission and thereby remove any doubt there may be as to the
5 meaning of the law, at least insofar as the Commission itself is concerned.” See Vill. of
6 Hoffman Estates, 455 U.S. at 498, 102 S.Ct. 1186 (vagueness concerns diminish when the
7 regulated person has “the ability to clarify the meaning of the regulation . . . by resort to
8 an administrative process”); Groener v. Or. Gov’t Ethics Comm’n, 59 Or. App. 459, 651
9 P.2d 736, 742-43 (1982) (upholding Oregon’s Ethics Law against vagueness challenge
10 and noting that the “fair warning” test was satisfied by the statutory procedure “by which
11 a public official in doubt about the propriety of proposed conduct may petition for and
12 obtain the Commission’s opinion, which is binding on the Commission as to that
13 petitioner” (citing Letter Carriers, 413 U.S. at 580, 93 S.Ct. 2880)).

14 313 P.3d at 886.

15 Applying these rules to the present case, defendant asserts at page 14 of its motion that “the statute
16 is impermissibly void because it fails to give holder of a first deed of trust on property encumbered by
17 an association’s lien (pre-SFR) that a nonjudicial foreclosure of an association’s lien would extinguish
18 a first deed of trust.”

19 To the contrary, prior to the decision in SFR Investments Pool 1, LLC v. U.S. Bank, N.A., 130
20 Nev., Adv. Op. 75, 334 P.3d 408 (2014), and prior to the HOA foreclosure sale in this case, NRS
21 116.31162 expressly provided that the HOA’s assessment lien was “prior to all security interests
22 described in paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to
23 NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget
24 adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of
25 acceleration during the 9 months immediately preceding institution of an action to enforce the lien.”

26 Prior to the decision in SFR and prior to the HOA foreclosure sale in this case, NRS 116.1108
27 expressly provided that “the law of real property” supplemented “the provisions of this chapter, except
28 to the extent inconsistent with this chapter.”

29 Prior to the decision in SFR and prior to the HOA foreclosure sale in this case, the Nevada
30 Supreme Court had repeatedly recognized that the nonjudicial foreclosure of a prior lien extinguishes all
31 junior liens. McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC 121 Nev. 812, 123 P.3d 748
32 (2005); Brunzell v. Lawyers Title Ins. Co. 101 Nev. 395, 705 P.2d 642 (1985); Aladdin Heating Corp.
33 v. Trustees of Central States 93 Nev. 257, 563 P.2d 82 (1977); Erickson Construction Co. v. Nevada

1 National Bank, 89 Nev. 359, 513 P.2d 1236 (1973).

2 Prior to the decision in SFR and prior to the HOA foreclosure sale in this case, Comment 1 to
3 Section 3-116 of the UCIOA (1982) stated:

4 2. To ensure prompt and efficient enforcement of the association's lien for unpaid
5 assessments, such liens should enjoy statutory priority over most other liens. Accordingly,
6 subsection (b) provides that the associations's lien takes priority over all other liens and
7 encumbrances except those recorded prior to the recordation of the declaration, those
8 imposed for real estate taxes or other governmental assessments or charges against the
9 unit, and first mortgages recorded before the date the assessment became delinquent.
10 **However, as to prior first mortgages, the association's lien does have priority for 6**
11 **months' assessments based on the periodic budget.** A significant departure from
12 existing practice, the 6 months' priority for the assessment lien strikes an equitable
13 balance between the need to enforce collection of unpaid assessments and the obvious
14 necessity for protecting the priority of the security interests of mortgage lenders. **As a**
15 **practical matter, mortgage lenders will most likely pay the 6 months' assessments**
16 **demand by the association rather than having the association foreclose on the unit.**
17 If the mortgage lender wishes, an escrow for assessments can be required. **Since this**
18 **provision may conflict with the provisions of some state statutes which forbid some**
19 **lending institutions from making loans not secured by first priority liens,** the law of
20 each state should be reviewed and amended when necessary. (emphasis added)

21 In SFR Investments Pool I, LLC v. U.S. Bank, N.A., 130 Nev., Adv. Op. 75, 334 P.3d 408, 413
22 (2014), the Nevada Supreme Court stated:

23 "An official comment written by the drafters of a statute and available to a legislature
24 before the statute is enacted has considerable weight as an aid to statutory construction."
25 Acierno v. Worthy Bros. Pipeline Corp., 656 A.2d 1085, 1090 (Del. 1995). The comments
26 to the 1982 UCIOA were available to the 1991 Legislature when it enacted NRS Chapter
27 116. Even though the comments emphasize that the split-lien approach is "[a] significant
28 departure from existing practice," 1982 UCIOA § 3-116 cmt. 1, the Legislature enacted
NRS 116.3116(2) with UCIOA § 3-116's superpriority provision intact. From this it
follows that, however unconventional, the superpriority piece of the HOA lien carries true
priority over a first deed of trust.

Furthermore, NRS 116.615 expressly provides that the provisions of NRS Chapter 116 "must be
administered by" the Real Estate Division of the Department of Business and Industry, "subject to the
administrative supervision of the Director of the Department of Business and Industry," and NRS
116.623 expressly provides that the Division provide "for the filing and prompt disposition of petitions
for declaratory orders and advisory opinions as to the applicability or interpretation of . . . (a) any
provision of this chapter or chapter 116A or 116B of NRS" This process was used to obtain
Advisory Opinion No. 1301 issued by the Nevada Real Estate Division on December 12, 2012 that was
adopted by the Supreme Court as "persuasive" in SFR. 334 P.3d at 417.

1 All of these authorities were available to the defendant prior the decision in SFR and provided
2 defendant with “fair notice” that the HOA’s nonjudicial foreclosure of its superpriority lien would
3 extinguish defendant’s subordinate deed of trust.

4 As noted by the Nevada Supreme Court in Carrigan v. Commission on Ethics, 129 Nev. Adv. Op.
5 95, 313 P.3d 880, 884 (2013), defendant’s vagueness challenge is eliminated because any ambiguities
6 in the statute can be resolved by the administrative system created by the statute. If defendant had any
7 doubts concerning the effect of the HOA’s nonjudicial foreclosure on its deed of trust, nothing stopped
8 defendant from obtaining its own advisory opinion prior to the decision in SFR.

9 CONCLUSION

10 The language in NRS 116.3116(2) created a super priority lien that extinguished defendant’s
11 subordinate deed of trust when the plaintiff purchased the real property at the HOA foreclosure sale held
12 on January 2, 2014. The express language of the relevant statutes and the Nevada Supreme Court’s
13 decision in the SFR Investments Pool 1, LLC v. U.S. Bank, N.A. case support plaintiff’s position that the
14 HOA took all actions necessary to foreclose its super priority lien and extinguish all security interests that
15 fall within the scope of NRS 116.3116(2)(b), which includes the defendant’s deed of trust.

16 By reason of the foregoing, plaintiff respectfully submits that defendant’s motion for summary
17 judgment should be denied, and plaintiff’s countermotion for summary judgment should be granted.

18 DATED this 10th day of September, 2015.

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

21 By: / s / Michael F. Bohn, Esq. /
22 Michael F. Bohn, Esq.
23 376 East Warm Springs Road, Ste. 140
24 Las Vegas, Nevada 89119
25 Attorney for plaintiff
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on this 10th day of September, 2015, I electronically transmitted the
3 above **OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT AND**
4 **COUNTERMOTION FOR SUMMARY JUDGMENT** to the Clerk's Office using the CM/ECF
5 System for filing and transmittal of a Notice of Electronic Filing to all counsel in this matter; all counsel
6 being registered to receive Electronic Filing.

7 Ariel E. Stern, Esq.
8 Allison R. Schmidt, Esq.
9 AKERMAN LLP
10 1160 Town Center Drive, Suite 330
11 Las Vegas, NV 89144
12 *Attorneys for Nationstar Mortgage, LLC*

13 /s/ /Marc Sameroff/
14 An Employee of the LAW OFFICES OF
15 MICHAEL F. BOHN, ESQ., LTD.
16
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EXHIBIT 1

EXHIBIT 1

Mail and Return Tax statement to:
Saticoy Bay LLC Series 2227 Shadow Canyon
900 S. Las Vegas Blvd, #810
Las Vegas, NV 89101

APN # 190-17-310-002

Inst #: 201402030002095
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1374.45 Ex: #
02/03/2014 01:32:24 PM
Receipt #: 1921465
Requestor:
RESOURCES GROUP
Recorded By: CDE Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/16/2010 as instrument number 0002794 Book 20100416, in Clark County. The previous owner as reflected on said lien is PATRICIA E. EVANS. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Saticoy Bay LLC Series 2227 Shadow Canyon** (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: **SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1** which is commonly known as **2227 Shadow Canyon Dr Henderson, NV 89052**.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 06/24/2010 as instrument number 0002131 Book 20100624 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on **01/02/2014**, 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 **\$35,000.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

Dated: January 9, 2014

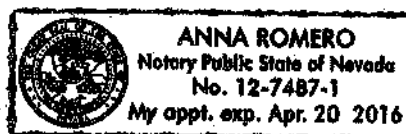
Kimberlee Sibley
By: Kimberlee Sibley, employee of Red Rock Financial Services, agent for Sun City Anthem
Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On January 9, 2014, before me, personally appeared Kimberlee Sibley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Anna Romero
When Recorded Mail To: Saticoy Bay LLC Series 2227 Shadow Canyon
900 S. Las Vegas Blvd, #810
Las Vegas, NV 89101



STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 190-17-310-002
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property)	\$ <u>35,000</u>
Transfer Tax Value:	\$ <u>1109,060</u>
Real Property Transfer Tax Due:	\$ <u>1374.45</u>

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: 100 %

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

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

Signature Kimberlee Sibley Capacity AGENT
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services
Address: 4775 West Teco Ave #140
City: Las Vegas
State: NV Zip: 89118

(REQUIRED)

Print Name: Saticoy Bay LLC Series 2227 Shadow Canyon
Address: 900 S. Las Vegas Blvd. #810
City: Las Vegas
State: NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: SATICOY BAY LLC SERIES 2227 Escrow # _____
Address: 900 S LAS VEGAS BLVD #810 SHADOW CANYON
City: LV State: NV Zip: 89101

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

EXHIBIT 2

EXHIBIT 2

20060207-0002596

Assessor's Parcel Number:
190-17-310-002
Return To: Pulte Mortgage, LLC

7475 S. Joliet St.
Englewood, CO 80112
Attn: Sales & Acquisitions
Prepared By: Pulte Mortgage, LLC

7475 South Joliet Street Englewood,
Co 80112
Recording Requested By: Pulte Mortgage, LLC

7475 South Joliet Street
Englewood, Co 80112

01902447-19000

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100057400002555524

VRU# 1-888-679-6377

Fee: \$31.00

N/C Fee: \$0.00

02/07/2006

13:47:05

T20060023710

Requestor:

LAWYERS TITLE OF NEVADA

Frances Deane

SOL

Clark County Recorder

Pgs: 18

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 January 11, 2006 together with all Riders to this document.

(B) "Borrower" is Patricia E Evans An Unmarried Woman

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Pulte Mortgage LLC doing business as Del Webb Home Finance

Lender is a Limited Liability Company organized and existing under the laws of Delaware

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

Form 3029 1/01

6A(NV) (0507)

Page 1 of 15

Initials: *pte*

MNV41AFORM71-04828

(Rev. 10/05)

VMP Mortgage Solutions, Inc.

(800)521-7291

Lender's address is 7475 South Joliet Street Englewood, CO 80112

(D) "Trustee" is Lawyers Title

(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 January 11, 2006
The Note states that Borrower owes Lender Three Hundred Fifty Thousand And 00/100

Dollars

(U.S. \$350,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 1, 2036

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

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

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 certain real property situated in the County of Clark, State of Nevada, described as follows: Lot Two (2) in Block One (1) of FINAL MAP OF SUN CITY ANTHEM UNIT NO. 31 as shown by map thereof on file in Book 122 of Plats, Page 29 and amended by that certain CERTIFICATE OF AMENDMENT recorded June 29, 2005 in Book 20050629 as Instrument No. 0003382 in the Office of the County Recorder of Clark County, Nevada.

Parcel ID Number: 190-17-310-002

2227 Shadow Canyon Dr

Henderson

("Property Address"):

which currently has the address of

[Street]

[City], Nevada 89044

[Zip Code]

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

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

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives

Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

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

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

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

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

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

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

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

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

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

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

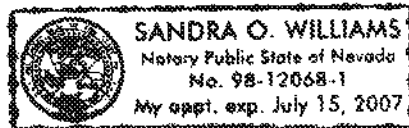
24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ currency which does not exceed the amount set by HUD.

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on
Patricia E Evans

February 1, 2006 by



Sandra O Williams
SANDRA O WILLIAMS

Mail Tax Statements For
Patricia E Evans
2227 Shadow Canyon Dr. Henderson, NV 89044

PLANNED UNIT DEVELOPMENT RIDER

VRU# 1-888-679-6377 MIN# 100057400002555524

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11th day of January, 2006, 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 Pulte Mortgage LLC doing business as Del Webb Home Finance

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 2227 Shadow Canyon Dr, Henderson, NV 89044

[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 Declarations of Covenants, Conditions, and Restrictions

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

[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.

PUDIFORM71-04828 (Rev. 10/04)

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

Page 1 of 3

Initials: RS

VMP-7R (0405)

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.

PUD2FORM71-04828

 -7R (0405)

Page 2 of 3

Initials: PCL

Form 3150 1/01

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

Patricia E. Evans (Seal)
Patricia E Evans -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

EXHIBIT 3

EXHIBIT 3

Inst #: 201110050000736
Fees: \$15.00
N/C Fee: \$0.00
10/05/2011 08:05:18 AM
Receipt #: 935920
Requestor:
CORELOGIC
Recorded By: MAT Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Recording Requested By:
Bank of America
Prepared By: Michael Tarkington
888-603-9811
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036



DocID# 86111635437718083

Tax ID: 190-17-310-002

Property Address:

2227 Shadow Canyon Dr

Henderson, NV 89044-0171

NV0-ADT 15714440 9/27/2011

This space for Recorder's use

MIN #: 100057400002555524

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 13150 WORLD GATE DR, HERNDON, VA 20170 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: PULTE MORTGAGE LLC DOING BUSINESS AS DEL WEBB HOME FINANCE

Made By: PATRICIA E EVANS AN UNMARRIED WOMAN

Trustee: LAWYERS TITLE

Date of Deed of Trust: 1/11/2006 Original Loan Amount: \$350,000.00

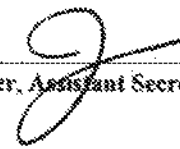
Recorded in Clark County, NV on: 2/7/2006, book N/A, page N/A and instrument number 20060207-0002596

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

9/28/11

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.


By: 
Jennifer Baker, Assistant Secretary

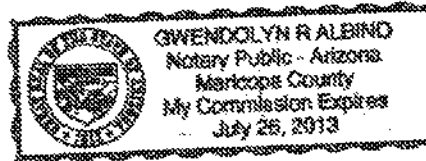
ACKNOWLEDGEMENT

State of Arizona
County of Maricopa

On 09/28/11, before me, Gwendolyn R. Albino, Notary Public, personally appeared Jennifer Baker of Mortgage Electronic Registration Systems, Inc., whose identity was proven to me on the basis of satisfactory evidence to the person who he or she claims to be and whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.


Notary Public: Gwendolyn R Albino
My Commission Expires: 07/26/2013



ATTACHED TO ASSIGNMENT OF DEED OF TRUST
DATED: EVANS
2 PAGES INCLUDING THIS PAGE

DOCID# 86111635437718083

Inst #: 201310150000422

Fee: \$18.00

N/C Fee: \$0.00

10/15/2013 09:10:16 AM

Receipt #: 1509386

Requestor:

DOCUMENT PROCESSING SOLUTIONS

Recorded By: COJ Page: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

(2)
The undersigned does hereby affirm that this document submitted for recording does not contain personal information about any person.

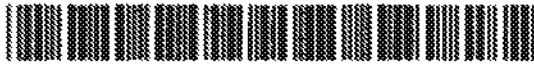
Parcel #: 190-17-310-002

When Recorded Mail To:

NATIONSTAR MORTGAGE LLC

350 HIGHLAND DRIVE

LEWISVILLE, TX 75067 (22)



CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, BANK OF AMERICA, N.A., S/B/M TO BAC HOME LOANS SERVICING, L.P., F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P., WHOSE ADDRESS IS 350 Highland Dr., Lewisville, TX, 75067, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon to NATIONSTAR MORTGAGE LLC, WHOSE ADDRESS IS 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by PATRICIA E. EVANS, and recorded on 02/07/2006 as Instrument # 20060207-0002596, and/or Book , Page , in the Recorder's office of CLARK County, Nevada.

Dated on 09/17/2013 (MM/DD/YYYY)

BANK OF AMERICA, N.A., S/B/M TO BAC HOME LOANS SERVICING, L.P., F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P., by NATIONSTAR MORTGAGE LLC, its Attorney-in-Fact

By:

Susan Lindhorst

Susan Lindhorst

ASST. SECRETARY

NSBAV 21628020 -- HUSKER C35472754 TI313091816 [PREP] FRMNV1



D0003513920

Parcel #: 190-17-310-002



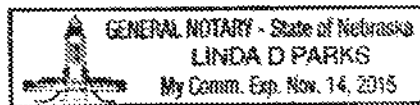
STATE OF NEBRASKA
COUNTY OF SCOTTS BLUFF

The foregoing instrument was acknowledged before me on 09/17/2013 (MM/DD/YYYY) by
Susan Lindhorst as ASST. SECRETARY of NATIONSTAR MORTGAGE
LLC as Attorney-in-Fact for BANK OF AMERICA, N.A., S/B/M TO BAC HOME LOANS SERVICING, L.P.,
F/K/A COUNTRYWIDE HOME LOANS SERVICING, L.P.. He/she/they is (are) personally known to me.

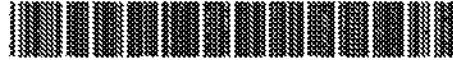
Signed:


Linda D Parks

Notary Public - State of NEBRASKA
Commission expires: 11-14-15



Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
NSBAV 21628020 - HUSKER CJ5472754 T1313091836 [PREP] FRMNVI



D0003513929

EXHIBIT 4

EXHIBIT 4

Assessor Parcel Number: 190-17-310-002
File Number: R62960

Inst #: 201004160002794
Fees: \$14.00
N/C Fee: \$0.00
04/16/2010 10:08:46 AM
Receipt #: 315198
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: DBX Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HERBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, Inc., herein also called the Association, in accordance with Nevada Revised Statutes and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada. Which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

2227 Shadow Canyon Dr, Henderson, NV 89052

SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1, in the County of Clark

Current Owner(s) of Record:

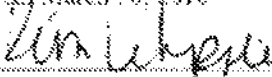
PATRICIA E. EVANS

The amount owing as of the date of preparation of this lien is **\$771.00.

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

**The said amount will increase as assessments, late fees, interest, fines/violations, collection fees and costs and/or decrease as partial payments are applied to the account.

Dated: March 30, 2010

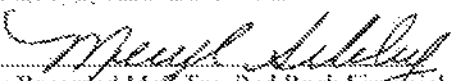


Prepared By Kim Whipple, Red Rock Financial Services, on behalf of Sun City Anthem Community Association, Inc.

STATE OF NEVADA)
COUNTY OF CLARK)

On March 30, 2010, before me, personally appeared Kim Whipple, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Mail To: Red Rock Financial Services
7231 Anago Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887

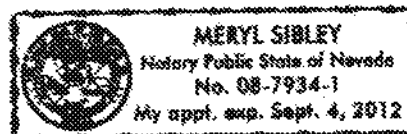


EXHIBIT 5

EXHIBIT 5



MAILING AFFIDAVIT

File Number: R 62960

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 4/29/10

Signature C. Peterson

See Attached 1 Pages

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ ^{ITM}

U.S. PAT. NO. 5,501,993

7160 3901 9848 9339 6611

TO:

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044

Label #1

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960

Label #2

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960

Label #3

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service

Receipt for
Certified Mail

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 4/29/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960

Charge
Amount:

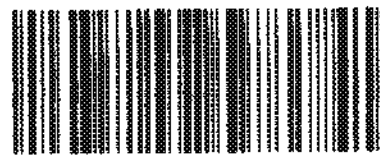
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 9339 6611

Certified Article Number

7160 3901 9848 9339 6611

SENDERS RECORD

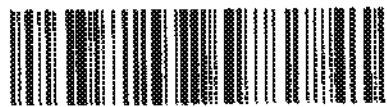
Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED

USPS MAIL CARRIER

DETACH ALONG PERFORATION

2. Article Number



7160 3901 9848 9339 6611

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960 Sun City Anthem Community Association, Inc.

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

SC000392

PS Form 3811, January 2005

Domestic Return Receipt

AA189

Thank you for using Return Receipt Service

Assessor Parcel Number: 190-17-310-002
File Number: R62960

Inst #: 201004160002794
Fees: \$14.00
N/C Fee: \$0.00
04/16/2010 10:08:46 AM
Receipt #: 315198
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: DBX Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HERBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, Inc., herein also called the Association, in accordance with Nevada Revised Statutes and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq. of Official Records of Clark County, Nevada. Which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:

2227 Shadow Canyon Dr. Henderson, NV 89052

SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1, in the County of Clark

Current Owner(s) of Record:

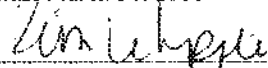
PATRICIA E. EVANS

The amount owing as of the date of preparation of this lien is **\$771.00.

This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.

**The said amount will increase as assessments, late fees, interest, fines/violations, collection fees and costs and/or decrease as partial payments are applied to the account

Dated: March 30, 2010



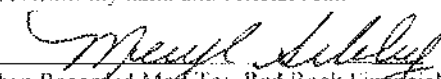
Prepared By Kim Whipple, Red Rock Financial Services, on behalf of Sun City Anthem Community Association, Inc.

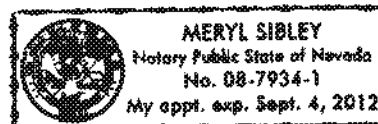
STATE OF NEVADA)

COUNTY OF CLARK)

On March 30, 2010, before me, personally appeared Kim Whipple, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.


When Recorded Mail To: Red Rock Financial Services
7251 Antigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



SC000393

AA190

EXHIBIT 6

EXHIBIT 6

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052
Title Order Number: 25466

Inst #: 201006240002131
Fees: \$14.00
N/C Fee: \$0.00
06/24/2010 10:08:46 AM
Receipt #: 400933
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: SOL Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

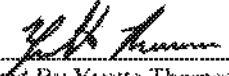
NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS
◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, Inc., under the Lien for Delinquent Assessments, recorded on 04/16/2010, in Book Number 20100416, as Instrument Number 0002794, reflecting PATRICIA E. EVANS as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 01/01/2010 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of June 18, 2010, the amount owed is \$2,057.18. This amount will continue to increase until paid in full.

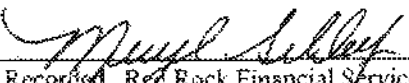

Prepared By Yvette Thomas, Red Rock Financial Services, on behalf of Sun City Anthem Community Association, Inc.

Dated: June 18, 2010

STATE OF NEVADA)
COUNTY OF CLARK)

On June 18, 2010, before me, personally appeared Yvette Thomas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119 • 702-932-6887

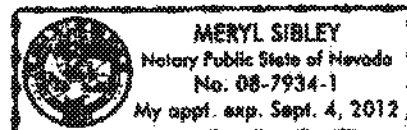


EXHIBIT 7

EXHIBIT 7



MAILING AFFIDAVIT

File Number: R

62960

STATE OF NEVADA

)

)

Ss.

COUNTY OF CLARK

)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated:

~~7-1-10~~ 6-30-10

Signature

Sandy Cummings

See Attached 10 Pages

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8970

TO:

PATRICIA E. EVANS
2227 SHADOW CANYON DR.
HENDERSON, NV 89044-0171

Label #1

PATRICIA E. EVANS
2227 SHADOW CANYON DR.
HENDERSON, NV 89044-0171
R62960

Label #2

PATRICIA E. EVANS
2227 SHADOW CANYON DR.
HENDERSON, NV 89044-0171
R62960

Label #3

PATRICIA E. EVANS
2227 SHADOW CANYON DR.
HENDERSON, NV 89044-0171
R62960

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

PATRICIA E. EVANS
2227 SHADOW CANYON DR.
HENDERSON, NV 89044-0171
R62960

Charge
Amount:

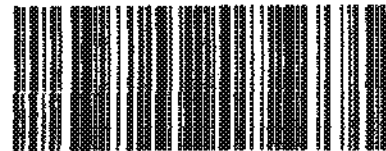
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 8510 8970

Certified Article Number

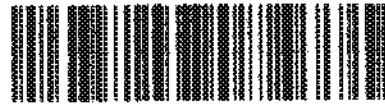
7160 3901 9848 8510 8970

SENDER'S RECORD

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3901 9848 8510 8970

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

PATRICIA E. EVANS
2227 SHADOW CANYON DR.
HENDERSON, NV 89044-0171
R62960 Sun City Anthem Community Association, Inc.

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

SC000373

Thank you for using Return Receipt Service

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8963

Label #1

SUN CITY ANTHEM COMMUNITY ASSOCIATION
630 TRADE CENTER DR., STE. 100
LAS VEGAS, NV 89119
R62960

Label #2

SUN CITY ANTHEM COMMUNITY ASSOCIATION
630 TRADE CENTER DR., STE. 100
LAS VEGAS, NV 89119
R62960

Label #3

SUN CITY ANTHEM COMMUNITY ASSOCIATION
630 TRADE CENTER DR., STE. 100
LAS VEGAS, NV 89119
R62960

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage	
Certified Fee	
Return Receipt Fee	
Restricted Delivery	
Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

SUN CITY ANTHEM COMMUNITY ASSOCIATION
630 TRADE CENTER DR., STE. 100
LAS VEGAS, NV 89119
R62960

Charge
Amount:

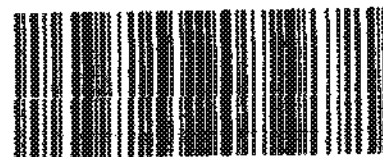
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 8510 8963

Certified Article Number

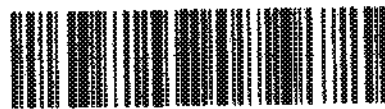
7160 3901 9848 8510 8963

SENDER'S RECORD

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3901 9848 8510 8963

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

SUN CITY ANTHEM COMMUNITY ASSOCIATION
630 TRADE CENTER DR., STE. 100
LAS VEGAS, NV 89119
R62960 Sun City Anthem Community Association, Inc.

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

SC000374

Thank you for using Return Receipt Service

THE
VALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8956

Label #1

PULTE MORTGAGE LLC
DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
MIN 100057400002555524
R62960

Label #2

PULTE MORTGAGE LLC
DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
MIN 100057400002555524
R62960

Label #3

PULTE MORTGAGE LLC
DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
MIN 100057400002555524
R62960

TO:

PULTE MORTGAGE LLC
DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112 MIN
100057400002555524

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

PULTE MORTGAGE LLC
DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
MIN 100057400002555524
R62960

Charge
Amount:

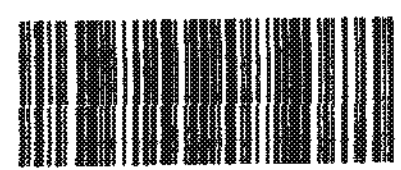
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



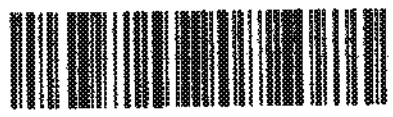
7160 3901 9848 8510 8956

Certified Article Number
7160 3901 9848 8510 8956
SENDER'S RECORD

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature X	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 17 If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Article Number



7160 3901 9848 8510 8956

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

PULTE MORTGAGE LLC
DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
MIN 100057400002555524
R62960 Sun City Anthem Community Association, Inc.

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

SC000375

THE
VALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8949

Label #1

CACV OF COLORADO, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 05C-036677
R62960

Label #2

CACV OF COLORADO, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 05C-036677
R62960

Label #3

CACV OF COLORADO, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 05C-036677
R62960

TO:

CACV OF COLORADO, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510 CASE NO. 05C-036677

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

CACV OF COLORADO, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 05C-036677
R62960

Charge
Amount:

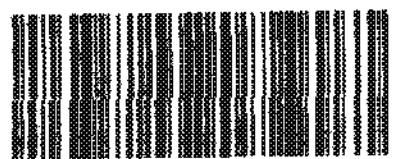
Charge
Tax:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 8510 8949

Certified Article Number
7160 3901 9848 8510 8949
SENDER'S RECORD

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature X	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

2. Article Number



7160 3901 9848 8510 8949

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:
CACV OF COLORADO, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 05C-036677
R62960 Sun City Anthem Community Association, Inc.

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

SC000376

HE
ALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8932

Label #1

UNIFUND CCR PARTNERS
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-020579
R62960

Label #2

UNIFUND CCR PARTNERS
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-020579
R62960

Label #3

UNIFUND CCR PARTNERS
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-020579
R62960

TO:

UNIFUND CCR PARTNERS
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510 CASE NO. 06C-020579

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

UNIFUND CCR PARTNERS
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-020579
R62960

Charge
Amount:

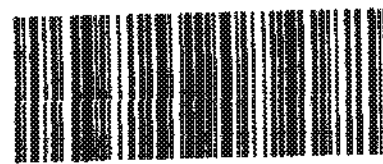
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 8510 8932

Certified Article Number
7160 3901 9848 8510 8932
SENDER'S RECORD

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

☐ Agent
☐ Addressee

X

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

2. Article Number



7160 3901 9848 8510 8932

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

UNIFUND CCR PARTNERS
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-020579
R62960 Sun City Anthem Community Association, Inc.

SC000377

PS Form 3811, January 2005

Domestic Return Receipt

AA199

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

HE
VALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8925

TO:

JOHN FICO AND JANET FICO
C/O CHRISTOPHER J. PHILLIPS, ESQ.
8367 W. FLAMINGO, STE. 100
LAS VEGAS, NV 89147 CASE NO. A 482390

Label #1

JOHN FICO AND JANET FICO
C/O CHRISTOPHER J. PHILLIPS, ESQ.
8367 W. FLAMINGO, STE. 100
LAS VEGAS, NV 89147
CASE NO. A 482390
R62960

Label #2

JOHN FICO AND JANET FICO
C/O CHRISTOPHER J. PHILLIPS, ESQ.
8367 W. FLAMINGO, STE. 100
LAS VEGAS, NV 89147
CASE NO. A 482390
R62960

Label #3

JOHN FICO AND JANET FICO
C/O CHRISTOPHER J. PHILLIPS, ESQ.
8367 W. FLAMINGO, STE. 100
LAS VEGAS, NV 89147
CASE NO. A 482390
R62960

TEAR ALONG THIS LINE

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

JOHN FICO AND JANET FICO
C/O CHRISTOPHER J. PHILLIPS, ESQ.
8367 W. FLAMINGO, STE. 100
LAS VEGAS, NV 89147
CASE NO. A 482390
R62960

Charge
Amount:

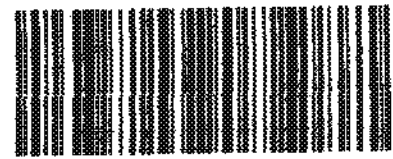
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



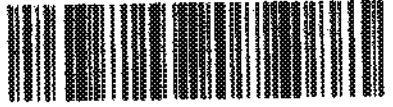
7160 3901 9848 8510 8925

Certified Article Number
7160 3901 9848 8510 8925
SENDERS RECORD

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3901 9848 8510 8925

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

JOHN FICO AND JANET FICO
C/O CHRISTOPHER J. PHILLIPS, ESQ.
8367 W. FLAMINGO, STE. 100
LAS VEGAS, NV 89147
CASE NO. A 482390
R62960 Sun City Anthem Community Association, Inc.

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature X	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No

SC000378

Thank you for using Return Receipt Service

HE
/ALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8918

CROWN ASSET MANAGEMENT, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-039440
R62960

Label #1

CROWN ASSET MANAGEMENT, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-039440
R62960

Label #2

CROWN ASSET MANAGEMENT, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-039440
R62960

Label #3

FOLD AND TEAR THIS WAY → OPTIONAL

TO:

CROWN ASSET MANAGEMENT, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510 CASE NO. 06C-039440

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
Total Postage & Fees		

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

Certified Article Number
7160 3901 9848 8510 8918
SENDER'S RECORD

Label #5

CROWN ASSET MANAGEMENT, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-039440
R62960

Charge
Amount:

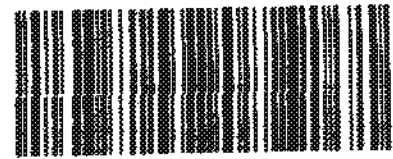
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

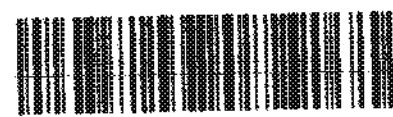
CERTIFIED MAIL



7160 3901 9848 8510 8918

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3901 9848 8510 8918

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:
CROWN ASSET MANAGEMENT, LLC
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 06C-039440
R62960 Sun City Anthem Community Association, Inc.

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature X	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? If YES, enter delivery address below:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

SC000379

HE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8901

Label #1

ATLANTIC CREDIT & FINANCE INC.
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 07C-000898
R62960

Label #2

ATLANTIC CREDIT & FINANCE INC.
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 07C-000898
R62960

Label #3

ATLANTIC CREDIT & FINANCE INC.
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 07C-000898
R62960

TO: ATLANTIC CREDIT & FINANCE INC.
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510 CASE NO. 07C-000898

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

TEAR ALONG THIS LINE

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

ATLANTIC CREDIT & FINANCE INC.
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 07C-000898
R62960

Charge
Amount:

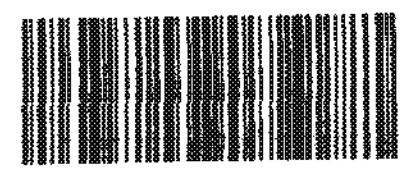
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



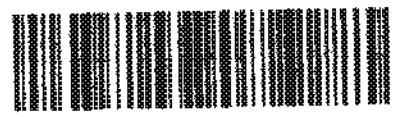
7160 3901 9848 8510 8901

Certified Article Number
7160 3901 9848 8510 8901
SENDER'S RECORD

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature X	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	

2. Article Number



7160 3901 9848 8510 8901

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:
ATLANTIC CREDIT & FINANCE INC.
C/O GERALD A. PHILLIPS, ESQ.
10475 DOUBLE R BLVD.
P.O. BOX 11400
RENO, NV 89510
CASE NO. 07C-000898
R62960 Sun City Anthem Community Association, Inc.

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

SC000380

THE
NALZ
CERTIFIED
MAILER™

FROM **WALZ**™

U.S. PAT. NO. 5,501,393

7160 3701 9848 8510 8875

Label #1

CACH, LLC
C/O CHRISTOPHER HUNTER, ESQ.
302 E. CARSON STE. 520
LAS VEGAS, NV 89101
CASE NO. A546363
R62960

Label #2

CACH, LLC
C/O CHRISTOPHER HUNTER, ESQ.
302 E. CARSON STE. 520
LAS VEGAS, NV 89101
CASE NO. A546363
R62960

Label #3

CACH, LLC
C/O CHRISTOPHER HUNTER, ESQ.
302 E. CARSON STE. 520
LAS VEGAS, NV 89101
CASE NO. A546363
R62960

TO:

CACH, LLC
C/O CHRISTOPHER HUNTER, ESQ.
302 E. CARSON STE. 520
LAS VEGAS, NV 89101 CASE NO. A546363

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service
**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE
Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

CACH, LLC
C/O CHRISTOPHER HUNTER, ESQ.
302 E. CARSON STE. 520
LAS VEGAS, NV 89101
CASE NO. A546363
R62960

Charge
Amount:

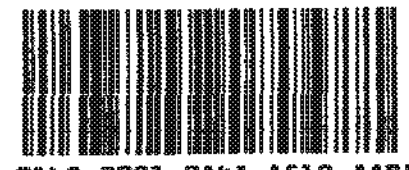
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



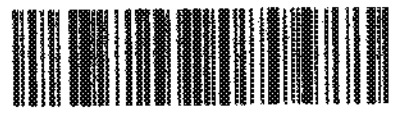
7160 3701 9848 8510 8875

Certified Article Number
7160 3701 9848 8510 8875
SENDERS RECORD

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3701 9848 8510 8875

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

CACH, LLC
C/O CHRISTOPHER HUNTER, ESQ.
302 E. CARSON STE. 520
LAS VEGAS, NV 89101
CASE NO. A546363
R62960 Sun City Anthem Community Association, Inc.

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature X	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	

SC000381

PS Form 3811, January 2005

Domestic Return Receipt

AA203

Thank you for using Return Receipt Service

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7160 3901 9848 8510 8888

TO:

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044

Label #1

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960

Label #2

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960

Label #3

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960

SENDER:

REFERENCE: R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 6/30/10 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960

Charge
Amount:

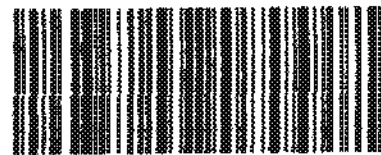
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER ATTACHED TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 8510 8888

FOLD AND TEAR THIS WAY →

2. Article Number



7160 3901 9848 8510 8888

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Patricia E. Evans
2227 Shadow Canyon Drive
Henderson, NV 89044
R62960 Sun City Anthem Community Association, Inc.

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee
☐ Yes
☐ No

D. Is delivery address different from item 1?
If YES, enter delivery address below:

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service

SC000382

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052
Title Order Number: 25466

Inst #: 201006240002131
Fees: \$14.00
N/C Fee: \$0.00
06/24/2010 10:08:46 AM
Receipt #: 400933
Requestor:
NORTH AMERICAN TITLE
COMPAN
Recorded By: SOL Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

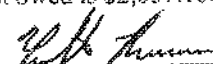
**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS**
◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

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

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, Inc., under the Lien for Delinquent Assessments, recorded on 04/16/2010, in Book Number 20100416, as Instrument Number 0002794, reflecting PATRICIA E. EVANS as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 01/01/2010 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of June 18, 2010, the amount owed is \$2,057.18. This amount will continue to increase until paid in full.

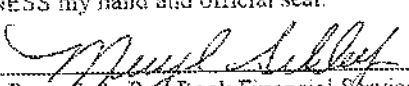

Prepared By Yvette Thomas, Red Rock Financial Services, on behalf of Sun City Anthem Community Association, Inc.

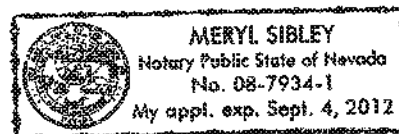
Dated: June 18, 2010

STATE OF NEVADA)
COUNTY OF CLARK)

On June 18, 2010, before me, personally appeared Yvette Thomas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded: Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119 • 702-932-6887



SC000383

AA205

EXHIBIT 8

EXHIBIT 8

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052

Inst #: 201311260002900
Fees: \$18.00
N/C Fee: \$0.00
11/26/2013 11:33:28 AM
Receipt #: 1555324
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 04/16/2010 in Book Number 20100416 as Instrument Number 0002794 reflecting PATRICIA E. EVANS as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/24/2010 in Book Number 20100624 as Instrument Number 0002131 of the Official Records in the Office of the Recorder.

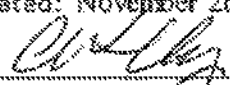
NOTICE IS HEREBY GIVEN: That on 01/02/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2227 Shadow Canyon Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052

bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$8,005.16** as of 11/26/2013, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

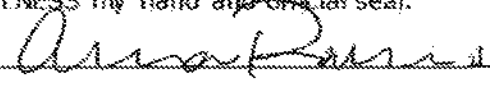
Dated: November 26, 2013


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On November 26, 2013, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887

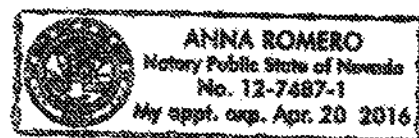


EXHIBIT 9

EXHIBIT 9



RED ROCK FINANCIAL SERVICES

MAILING AFFIDAVIT

File Number: R62960

STATE OF NEVADA)
) Ss.
COUNTY OF CLARK)

The declarant, whose signature appears below, and who is an employee of Red Rock Financial Services, states that he/she is now and at all times herein mentioned was, a citizen of the United States and over the age of eighteen (18) years; on the date as set forth below, he/she personally mailed the Notice, of which the annexed is a true copy, upon the addressee attached hereto, by depositing in the United States Mail in the County set forth above, an envelope, certified and first class with postage prepaid thereon, containing a copy of such Notice, addressed to the attached named person(s) at the address herein attached stated.

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

Dated: 11/26/13

Signature [Signature]

See Attached 15 Pages

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7176 9008 9111 1349 2555

Label #1

PULTE MORTGAGE LLC
MIN 100057400002555524

DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
R62960

Label #2

PULTE MORTGAGE LLC
MIN 100057400002555524

DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
R62960

Label #3

PULTE MORTGAGE LLC
MIN 100057400002555524

DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
R62960

TO:

PULTE MORTGAGE LLC
MIN 100057400002555524

DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112

SENDER:

REFERENCE:

R62960

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

USPS®

Receipt for
Certified Mail™

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 11/26/13 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

PULTE MORTGAGE LLC
MIN 100057400002555524

DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
R62960

Charge
Amount:

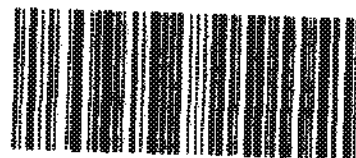
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7176 9008 9111 1349 2555

Certified Article Number

7176 9008 9111 1349 2555

SENDER'S RECORD

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7176 9008 9111 1349 2555

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

PULTE MORTGAGE LLC
MIN 100057400002555524
DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
R62960 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below

☐ Yes
☐ No

SC00014

PS Form 3811, January 2005

Domestic Return Receipt

Thank you for using Return Receipt Service

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7196 9008 9111 1349 2869

TO:

NATIONSTAR MORTGAGE, LLC

MIN 100057400002555524
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R62960

SENDER:

REFERENCE:

R62960

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

USPS®

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

Mailed on 11/26/13 by
Red Rock Financial Services
See Firm Book

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5

NATIONSTAR MORTGAGE, LLC

MIN 100057400002555524
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R62960

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL™



7196 9008 9111 1349 2869

2. Article Number



7196 9008 9111 1349 2869

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

NATIONSTAR MORTGAGE, LLC

MIN 100057400002555524
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067
R62960 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below.

☐ Yes
☐ No

SC000150

PS Form 3811, January 2005

Domestic Return Receipt

AA212

Certified Article Number

7196 9008 9111 1349 2869

SENDER'S RECORD

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052

Inst #: 201311260002900
Fees: \$18.00
N/C Fee: \$0.00
11/26/2013 11:33:28 AM
Receipt #: 1855324
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: ECM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 04/16/2010 in Book Number 20100416 as Instrument Number 0002794 reflecting PATRICIA E. EVANS as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/24/2010 in Book Number 20100624 as Instrument Number 0002131 of the Official Records in the Office of the Recorder.

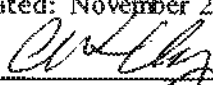
NOTICE IS HEREBY GIVEN: That on **01/02/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2227 Shadow Canyon Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 29 LOT 2 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest

Assessor Parcel Number: 190-17-310-002
File Number: R62960
Property Address: 2227 Shadow Canyon Dr
Henderson, NV 89052

bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$8,005.16** as of 11/26/2013, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

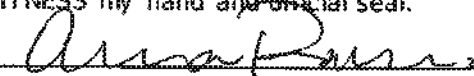
Dated: November 26, 2013


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

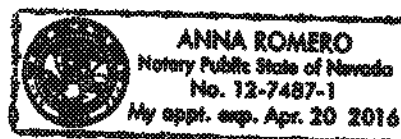
On November 26, 2013, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

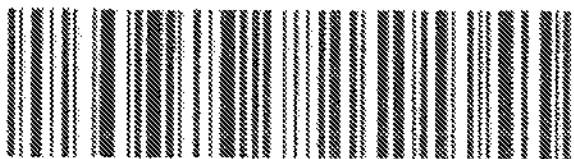


Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887



2. Article Number



7196 9008 9111 1349 2555

3. Service Type **CERTIFIED MAIL™**

4. Restricted Delivery? (Extra Fee)

☐ Yes

1. Article Addressed to:

PULTE MORTGAGE LLC
MIN 100057400002555524
DBA DEL WEBB HOME FINANCE
7475 SOUTH JOLIET ST.
ENGLEWOOD, CO 80112
R62960 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

x *Meagan Bruckterback*

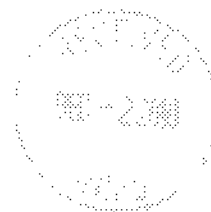
☐ Agent
☒ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☒ Yes
☐ No

*7390 S Iola St
Englewood CO 80112 HPI*

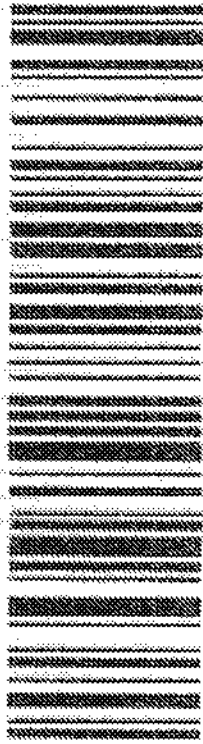


SC000030

PS Form 3811, January 2005

Domestic Return Receipt

2. Article Number



7176 9008 9111 1349 2869

3. Service Type CERTIFIED MAIL™

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

NATIONSTAR MORTGAGE, LLC

MIN 00005740000255524
3500 GCHLAND DRIVE
LEWISVILLE, TX 75067

R62960 Sun City Anthem Community Association

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Nationstar Mail Room

B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

RECEIVED DEC 03 2013

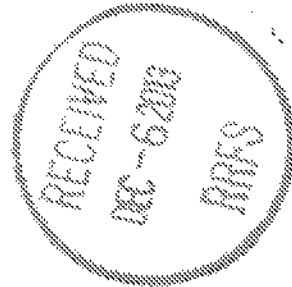


EXHIBIT 10

EXHIBIT 10

Priority Posting & Publishing
Order # P1072774
TS # R62960

AFFIDAVIT OF SERVICE

State of Nevada)
County of Clark)



I, James Vignale Sr., state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served **Patricia E. Evans** with a copy of the Notice of Sale, on 12/2/2013 at approximately 3:51 PM, by:

Attempting to personally serve the person(s) residing at the property, however no one answered the door. I thereafter posted a copy of the Notice of Sale on the property in the manner prescribed pursuant to NRS 116.311635, in a conspicuous place on the property, which is located at:

**2227 Shadow Canyon Drive
Henderson NV 89052**

To the best of my knowledge, the property is vacant and unoccupied.

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

Dated 12/2/2013

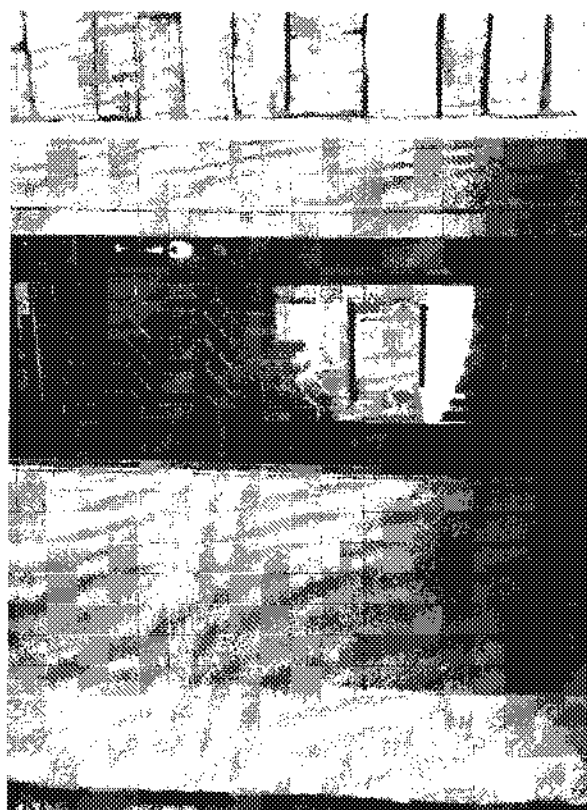
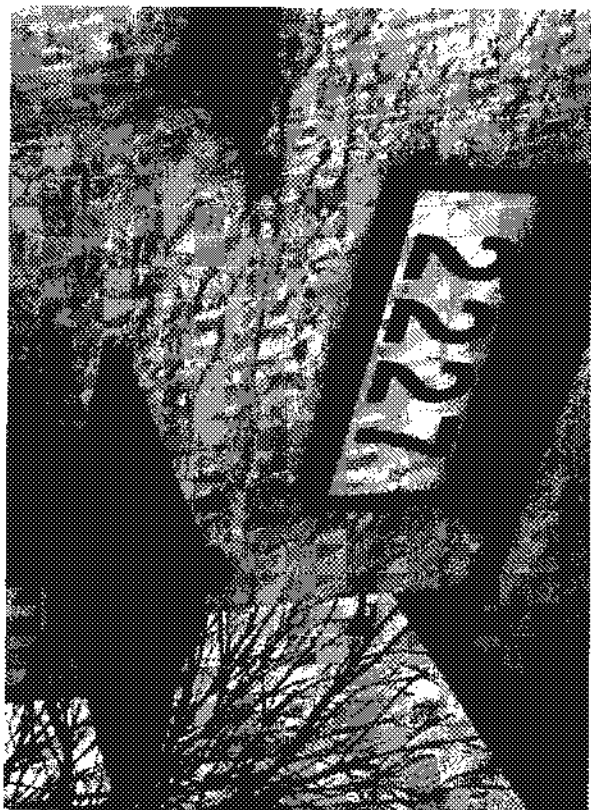
Nevada Legal Support Services LLC

James Vignale Sr., R-249802
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 469486 73
COUNTY OF SERVICE: CLARK
SERVER: James Vignale Sr.

SC000134

AA218



CL-520



Photos taken by: James Vignale Sr. County: CLARK 36
Photo Date: 12/2/2013 Time: 3:51 PM NLN ID# 469486 Page 1 of 1
Primary Borrower: Patricia E. Evans
Property Address: 2227 Shadow Canyon Drive, Henderson NV 89052

Nevada Legal Support Services LLC
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747 NV. Lic. #1711

Priority Posting & Publishing Order # P1072774 TS#R62960

SC000137
AA219

EXHIBIT 11

EXHIBIT 11

Priority Posting & Publishing
Order # P1072774
TS # R62960

AFFIDAVIT OF POSTING NOTICE OF SALE



State of Nevada)
County of Clark)

I, Jessica Pruett, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 12/5/2013, I posted a copy of the Notice of Sale pursuant to NRS 116.311635, concerning Sale R62960, in a public place in the county where the property is situated, to wit:

NEVADA LEGAL NEWS, 930 S FOURTH ST, LAS VEGAS
CLARK COUNTY COURTHOUSE, 200 LEWIS ST, LAS VEGAS
CLARK COUNTY BUILDING, 309 S THIRD ST, LAS VEGAS

The purported owner and address of the property contained in the Notice of Sale being:

Patricia E. Evans, 2227 Shadow Canyon Drive, Henderson NV 89052.

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

Dated 12/5/2013

Nevada Legal Support Services LLC

Jessica Pruett
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 469486 73
COUNTY OF SERVICE: CLARK
SERVER: Jessica Pruett
RED ROCK FINANCIAL SERVICES

SC000135
AA221

Priority Posting & Publishing
Order # P1072774
TS # R62960

AFFIDAVIT OF POSTING NOTICE OF SALE

State of Nevada)
County of Clark)

I, John Corbitt, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 12/5/2013, I posted a copy of the Notice of Sale pursuant to NRS 116.311635, concerning Sale R62960, in a public place in the county where the property is situated, to wit:

CITY HALL, 240 WATER ST, HENDERSON
PASEO VERDE LIBRARY, 280 S GREEN VALLEY PKWY, HENDERSON
LIBRARY, 100 WEST LAKE MEAD BLVD, HENDERSON

The purported owner and address of the property contained in the Notice of Sale being:

Patricia E. Evans, 2227 Shadow Canyon Drive, Henderson NV 89052.

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

Dated 12/5/2013

Nevada Legal Support Services LLC



John Corbitt
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 469486 73
COUNTY OF SERVICE: CLARK
SERVER: John Corbitt
RED ROCK FINANCIAL SERVICES

SC000136
AA222

EXHIBIT 12

EXHIBIT 12

AFFP
P1072774

Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK } SS


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:

Dec 12, 2013
Dec 19, 2013
Dec 26, 2013

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: Dec 26, 2013



Rosalie Qualls

Assessor Parcel Number: 180-17-310-002 Map Number: R62960 Property Address: 2227 Shadow Canyon Dr Henderson, NV 89052 NOTICE OF FORECLOSURE SALE UNDER THE LIEN FOR DELINQUENT ASSESSMENTS Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME. EVEN IF THE AMOUNT IS IN DISPUTE, YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-6130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE - NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY. Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS recorded on 04/10/2010 in Book Number 20100416 as Instrument Number 0002704 reflecting PATRICIA F. EVANS as the owner(s) of record on said lien. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. If you need an explanation of the nature of the proceedings against you, you should contact an attorney. The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 06/24/2010 in Book Number 00100624 as Instrument Number 0002131 of the Official Records in the Office of the Recorder. NOTICE IS HEREBY GIVEN: That on 01/02/2014, at 10:00 a.m. at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2227 Shadow Canyon Dr Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #31 PLAT BOOK 122 PAGE 28 LOT 2 BLOCK 1 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of \$5,005.16 as of 11/26/2013, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees, interest, expenses or advancements, if any, of the Association or its Agent under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is". The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2006, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded. Dated: November 26, 2013 Prepared By: Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association. Reinstatement Information: (702) 483-2986 or Sale Information: (714) 573-7777 When Recorded Mail To: Red Rock Financial Services 4775 W. Teed Ave. Suite 140 Las Vegas, NV 89116 (702) 483-2986 or (702) 932-6887 P1072774 12/12, 12/19, 12/26/2013

04107370 00364020

PRIORITY POSTING & PUBLISHING-2013
17501 IRVINE BLVD SUITE 1
TUSTIN, CA 92780

SC000109

AA224

EXHIBIT 13

EXHIBIT 13

FILED

AUG 27 2015

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

LVDG SERIES 125, established under
LVDG LLC, a Nevada series limited
liability company,

Plaintiff - Appellant,

v.

HAROLD M. WELLES; et al.,

Defendants - Appellees.

No. 14-15859

D.C. No. 3:13-cv-00503-LRH-
WGC

MEMORANDUM*

Appeal from the United States District Court
for the District of Nevada
Larry R. Hicks, District Judge, Presiding

Submitted August 10, 2015**
San Francisco, California

Before: REINHARDT, TASHIMA, and CALLAHAN, Circuit Judges.

Appellant LVDG Series 125 appeals the dismissal of its suit to quiet title on
a property located at 1125 Tule Drive in Reno, Nevada. Because the parties are

* This disposition is not appropriate for publication and is not precedent
except as provided by 9th Cir. R. 36-3.

** The panel unanimously concludes this case is suitable for decision
without oral argument. *See* Fed. R. App. P. 34(a)(2).

familiar with the facts and procedural history, we do not restate them except as necessary to explain our decision. We have jurisdiction under 28 U.S.C. § 1291, and we reverse and remand for further proceedings.

1. LDVG Series 125 argues, *inter alia*, that dismissal of its suit on the merits was improper because the district court had no jurisdiction, because the parties were nondiverse and the former homeowners were not fraudulently joined. Fraudulent joinder occurs when a “plaintiff fails to state a cause of action against a resident defendant, and the failure is obvious according to the settled rules of the state.” *Hunter v. Philip Morris USA*, 582 F.3d 1039, 1043 (9th Cir. 2009) (citation omitted). Under Nevada law, an action to quiet title “may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action.” *Chapman v. Deutsche Bank Nat’l Trust Co.*, 302 P.3d 1103, 1106 (Nev. 2013) (citation omitted). Because the former homeowners have never claimed that they had an interest in the property after foreclosure, the quiet title claim fails to state a claim against them, and the failure is obvious. *See Hunter*, 582 F.3d at 1043. Thus, the district court did not err in ignoring the presence of the homeowners for the purposes of assessing diversity. *See id.*

2. The district court dismissed LVDG Series 125’s suit based on its determination that a homeowner’s association’s (“HOA”) foreclosure based on a

super-priority lien under Nevada law does not extinguish a first security deed of trust. However, the Nevada Supreme Court has since held in *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (Nev. 2014), that an HOA has a true super-priority lien on a property for nine months of unpaid assessments, and foreclosure on this lien extinguishes all other interests in that property.

Accordingly, the district court's dismissal, to the extent it was based on a contrary interpretation of the Nevada HOA super-priority statutory scheme, was erroneous. *See, e.g., Olympic Sports Prods., Inc. v. Universal Athletic Sales Co.*, 760 F.2d 910, 913 (9th Cir. 1985) (federal courts "are bound to follow the decisions of a state's highest court in interpreting that state's law") (citation omitted).

3. Wells Fargo Bank, N.A. ("Wells Fargo") argues that the dismissal of the suit was proper because LVDG Series 125's purchase of the Tule Drive property was commercially unreasonable. Nevertheless, "inadequacy of price, however gross, is not in itself a sufficient ground" for setting aside a sale as commercially unreasonable, because "there must be in addition to proof of some element of fraud, unfairness, or oppression as accounts for and brings about the inadequacy of price." *Brunzell v. Woodbury*, 449 P.2d 158, 159 (Nev. 1969) (citation omitted). Wells Fargo has not identified any ground aside from the low price which might render the sales commercially unreasonable. Although the

Nevada Supreme Court later held that HOA super-priority lien foreclosures extinguish first deeds of trust, that holding did not render the sales commercially unreasonable at the time the sales occurred.

We accordingly REVERSE the district court's dismissal and REMAND for further proceedings. This remand is without prejudice to any constitutional arguments the parties may make below, which the district court may address in the first instance. We note that the State of Nevada or the Federal Housing Finance Agency may wish to intervene in the proceedings below, in light of the possible constitutional issues that the district court may address on remand.

REVERSED AND REMANDED.

EXHIBIT 14

EXHIBIT 14

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

* * *

BOURNE VALLEY COURT TRUST,

Plaintiff,

v.

WELLS FARGO BANK, N.A., et al.

Defendants.

2:13-CV-00649-PMP-NJK

ORDER

Presently before the Court is Plaintiff Bourne Valley Court Trust's Motion for Summary Judgment (Doc. #45), filed on September 26, 2014. Defendant Wells Fargo Bank, N.A. filed an Opposition (Doc. #48) on November 3, 2014. Plaintiff Bourne Valley Court Trust filed a Reply (Doc. #51) on December 1, 2014.

I. BACKGROUND

This case involves a dispute over whether a foreclosure sale conducted by a homeowners' association ("HOA") to collect unpaid HOA assessments extinguishes all junior liens, including a first deed of trust. The property at issue, located at 410 Horse Pointe Avenue, Las Vegas, Nevada, previously was owned by Defendant Renee Johnson. (Mot. for Summ. J. (Doc. #45) ["MSJ"], Ex. 2 at 1.) The property was subject to a first deed of trust recorded in 2006, which identified Plaza Home Mortgage, Inc. as the lender. (Def. Wells Fargo Bank, N.A.'s Req. for Judicial Notice (Doc. #25) ["Req. for Judicial Notice"], Ex. B at 1.) On March 7, 2011, Plaza Home Mortgage, Inc. assigned the deed of

1 trust to Defendant Wells Fargo Bank, N.A. ("Wells Fargo"). (Req. for Judicial Notice, Ex.
2 C at 1.) Later that same date, Plaza Home Mortgage, Inc. recorded a notice of default and
3 election to sell based on Defendant Johnson's deed of trust. (Req. for Judicial Notice, Ex.
4 D.)

5 The property is subject to Covenants, Conditions and Restrictions ("CC&Rs")
6 recorded in 2000 by The Parks Homeowners Association ("The Parks"). (Def. Wells Fargo
7 Bank, N.A.'s Opp'n to Pl.'s Mot. for Summ. J. (Doc. #48) ["Opp'n"], Ex. B.) In August of
8 2011, The Parks recorded a notice of delinquent assessment lien with respect to Johnson's
9 property, and in October of 2011, The Parks initiated an HOA foreclosure sale of the
10 property pursuant to Nevada Revised Statutes § 116.3116 et seq. to recover unpaid HOA
11 assessments. (Req. for Judicial Notice, Ex. F, Ex. G.) The sale was conducted on May 7,
12 2012, at which Horse Pointe Avenue Trust purchased the property for \$4,145.00. (MSJ, Ex.
13 2.) The HOA foreclosure deed was recorded with the Clark County Recorder on May 29,
14 2012. (Id.) The HOA foreclosure deed states that the foreclosure sale was conducted in
15 compliance with all applicable notice requirements. (Id. at 1.) The same date, a grant deed
16 from Horse Pointe Avenue Trust to Plaintiff Bourne Valley Court Trust ("Bourne Valley")
17 was recorded with the Clark County Recorder. (MSJ, Ex. 1.) According to Wells Fargo, at
18 the time of the HOA foreclosure sale, the property's assessed value was \$90,543.00.
19 (Opp'n, Ex. A.)

20 Bourne Valley brought suit in Nevada state court on January 16, 2013, asserting
21 claims for quiet title and declaratory relief against Defendants. (Pet. for Removal (Doc.
22 #1), Ex. A at 5-8, Ex. D at 4-6.) According to Bourne Valley, the foreclosure deed
23 extinguished Wells Fargo's deed of trust and vested clear title in Bourne Valley, leaving
24 Wells Fargo nothing to foreclose. (Id.) Defendant MTC Financial Inc. removed the action
25 to this Court on April 17, 2013. (Pet. for Removal.)

26 ///

1 Bourne Valley now moves for summary judgment on its claims, arguing Nevada
2 Revised Statutes § 116.3116 and SFR Investments Pool 1, LLC v. U.S. Bank, N.A., 334
3 P.3d 408 (Nev. 2014), provide an HOA with a lien for nine months' worth of unpaid HOA
4 assessments that is superior to the first deed of trust, commonly referred to as the "super
5 priority lien." Bourne Valley further argues that SFR Investments clarifies that under
6 § 116.3116, foreclosure of an HOA super priority lien extinguishes all junior liens,
7 including a first deed of trust. Bourne Valley therefore contends that Wells Fargo's first
8 deed of trust was extinguished by the HOA foreclosure sale and that title to the property
9 should be quieted in Bourne Valley's name.

10 Wells Fargo responds that Bourne Valley is not entitled to summary judgment
11 because it does not provide evidence indicating that the HOA sale complied with the notice
12 requirements of Nevada Revised Statutes Chapter 116. Wells Fargo further argues that the
13 HOA foreclosure sale was commercially unreasonable and therefore was void. Wells Fargo
14 also argues Bourne Valley is not a bona fide purchaser because it purchased the property
15 with knowledge of the previously-recorded CC&Rs, which contain a mortgage protection
16 clause stating that a lender's deed of trust cannot be extinguished by an HOA foreclosure
17 sale to satisfy a lien for delinquent assessments. Finally, Wells Fargo argues that because
18 Bourne Valley does not provide evidence the HOA complied with all statutory notice
19 requirements, Bourne Valley has not demonstrated that constitutional due process
20 requirements were met.

21 Bourne Valley replies that the recitals in the trustee's deed upon sale stating there
22 was compliance with all statutory notice requirements are conclusive proof that the HOA
23 complied with the notice requirements. Bourne Valley further argues that Wells Fargo does
24 not provide any evidence indicating it did not receive the required statutory notices.
25 Regarding Wells Fargo's argument that the HOA foreclosure sale was commercially
26 unreasonable, Bourne Valley replies that Chapter 116 does not require an HOA foreclosure

1 sale to be commercially reasonable. Bourne Valley further argues that the inadequacy of
 2 the price is not sufficient to void the HOA foreclosure sale when there is no evidence of
 3 fraud, procedural defects, or other irregularities in the conduct of the sale. As for Wells
 4 Fargo's mortgage protection clause argument, Bourne Valley replies that the clause is
 5 unenforceable to the extent that it attempts to limit the super priority lien given to the HOA
 6 under § 116.3116. Finally, regarding Wells Fargo's due process argument, Bourne Valley
 7 replies that no state action is involved in a nonjudicial HOA foreclosure sale. Bourne
 8 Valley further argues the trustee's deed reciting compliance with all applicable notice
 9 requirements is conclusive proof that statutory notice requirements were met, and hence
 10 Wells Fargo received all process that was due.

11 **II. DISCUSSION**

12 Summary judgment is appropriate if the pleadings, the discovery and disclosure
 13 materials on file, and any affidavits "show[] that there is no genuine dispute as to any
 14 material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P.
 15 56(a), (c). A fact is "material" if it might affect the outcome of a suit, as determined by the
 16 governing substantive law. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). An
 17 issue is "genuine" if sufficient evidence exists such that a reasonable fact finder could find
 18 for the non-moving party. Villiarimo v. Aloha Island Air, Inc., 281 F.3d 1054, 1061 (9th
 19 Cir. 2002). Initially, the moving party bears the burden of proving there is no genuine issue
 20 of material fact. Leisek v. Brightwood Corp., 278 F.3d 895, 898 (9th Cir. 2002). After the
 21 moving party meets its burden, the burden shifts to the non-moving party to produce
 22 evidence that a genuine issue of material fact remains for trial. Id. The Court views all
 23 evidence in the light most favorable to the non-moving party. Id.

24 **A. Notice**

25 Wells Fargo argues Bourne Valley is not entitled to judgment on its quiet title
 26 claim because Bourne Valley does not provide evidence indicating that the HOA sale

1 complied with the notice requirements of Chapter 116. Bourne Valley contends that the
 2 recitals in the trustee's deed upon sale stating there was compliance with all statutory notice
 3 requirements are conclusive proof that the HOA complied with the notice requirements.
 4 Bourne Valley further argues that Wells Fargo does not provide any evidence indicating it
 5 did not receive the required statutory notices.

6 The Nevada statutes and case law applicable in this case are clear and conclusive.
 7 Section 116.3116(2) sets forth the priority of the HOA lien with respect to other liens on the
 8 property. Pursuant to § 116.3116(2), the HOA lien is prior to all other liens on the property
 9 except:

- 10 (a) Liens and encumbrances recorded before the recordation of the declaration
 11 and, in a cooperative, liens and encumbrances which the association creates,
 assumes or takes subject to;
- 12 (b) A first security interest on the unit recorded before the date on which the
 assessment sought to be enforced became delinquent . . . ; and
- 13 (c) Liens for real estate taxes and other governmental assessments or charges
 against the unit or cooperative.

14 Although § 116.3116(2)(b) makes a first deed of trust superior to an HOA lien, the
 15 last paragraph of § 116.3116(2) gives what is commonly referred to as "super priority"
 16 status to a portion of the HOA's lien which is superior to the first deed of trust:

17 The lien is also prior to all security interests described in paragraph (b) to the
 18 extent of any charges incurred by the association on a unit pursuant to NRS
 116.310312 and to the extent of the assessments for common expenses based
 19 on the periodic budget adopted by the association pursuant to NRS 116.3115
 which would have become due in the absence of acceleration during the 9
 20 months immediately preceding institution of an action to enforce the lien,
 unless federal regulations adopted by the Federal Home Loan Mortgage
 Corporation or the Federal National Mortgage Association require a shorter
 21 period of priority for the lien. . . . This subsection does not affect the priority
 of mechanics' or materialmen's liens, or the priority of liens for other
 22 assessments made by the association.

23 Id. § 116.3116(2).

24 The Nevada Supreme Court recently held in SFR Investments that foreclosure of a
 25 super priority lien established pursuant to § 116.3116(2) extinguishes all junior interests,
 26 including a first deed of trust on the property. 334 P.3d at 410-14; see also 7912 Limbwood

1 Court Trust v. Wells Fargo Bank, N.A., 979 F. Supp. 2d 1142, 1149 (D. Nev. 2013). SFR
 2 Investments resolves a previous division of authority among the Nevada state trial courts
 3 and decisions from the United States District Court for the District of Nevada on the
 4 question. 334 P.3d at 412.

5 To conduct a foreclosure on this type of lien, an HOA must comply with certain
 6 notice requirements at certain time intervals, including mailing a notice of delinquent
 7 assessment, recording and mailing a notice of default and election to sell, and providing
 8 notice of the time and place of the sale. Nev. Rev. Stat. §§ 116.31162-116.311635.
 9 Contrary to the argument advanced by Wells Fargo, a deed which recites that there was a
 10 default, that the notice of delinquent assessment was mailed, that the notice of default and
 11 election to sell was recorded, that 90 days have lapsed between notice of default and sale,
 12 and that notice of the sale was given, is “conclusive proof of the matters recited.” Id.
 13 § 116.31166(1). A deed containing these recitals also “is conclusive against the unit’s
 14 former owner, his or her heirs and assigns, and all other persons.” Id. § 116.31166(2).

15 Here, the foreclosure deed recites as follows:

16 Default occurred as set forth in the Notice of Default and Election to Sell
 17 which was recorded October 12, 2011 as instrument/document number
 18 201110120001641 in the office of the Recorder of said County. After the
 19 expiration of ninety (90) days from the recording and mailing of the copies of
 20 the Notice of Default and Election to Sell, a Notice of Trustee’s Sale was
 recorded on April 09, 2012 as instrument/document number
 201204090000179 in the Office of the Recorder of said County and the
 Association claimant, The Parks Homeowners Association, demanded that
 such sale be made.

21 All requirements of law regarding the recording and mailing of copies of the
 22 Notice of Delinquent Assessment, Notice of Default and Election to Sell, and
 23 the recording, mailing, posting and publication of copies of the Notice of
 Trustee’s Sale have been complied with.

24 (MSJ, Ex. 2 at 1.) Given that the foreclosure deed recites there was a default, the proper
 25 notices were given, the appropriate amount of time has lapsed between notice of default and
 26 sale, and notice of the sale was given, under § 116.31166(1), the foreclosure deed

1 constitutes “conclusive proof” that the required statutory notices were provided. Bourne
2 Valley therefore has met its burden of showing the required statutory notices were provided
3 to Wells Fargo.

4 Once Bourne Valley met its burden of showing the required statutory notices were
5 provided, Wells Fargo was required to come forward with evidence that a genuine issue of
6 fact remains for trial as to notice. See Leisek, 278 F.3d at 898. Wells Fargo does not
7 provide any evidence or even assert that it did not receive the required statutory notices.
8 Nor does Wells Fargo point to any other procedural irregularities related to the HOA
9 foreclosure sale that would explain Wells Fargo’s failure to pay the HOA lien to avert its
10 loss of security. See SFR Investments, 334 P.3d at 414; Limbwood, 979 F. Supp. 2d at
11 1149 (“If junior lienholders want to avoid this result, they readily can preserve their security
12 interests by buying out the senior lienholder’s interest.”). Therefore, no issue of fact
13 remains as to whether the required statutory notices were provided. Given that Wells
14 Fargo’s due process arguments are premised on Bourne Valley not providing evidence that
15 the statutory notice requirements were met, the Court likewise finds that no genuine issue of
16 material fact remains as to whether Wells Fargo’s due process rights were violated.

17 **B. HOA Foreclosure Sale**

18 Wells Fargo next argues that even if the HOA foreclosure sale extinguished its first
19 deed of trust on the property, the HOA foreclosure sale was “commercially unreasonable”
20 and therefore was void. (Opp’n at 5-7.) Specifically, Wells Fargo argues the HOA
21 foreclosure sale was not conducted in good faith because “the HOA made no effort to
22 obtain the best price or to protect either Johnson or Wells Fargo” by selling the property for
23 \$4,145.00 when the assessed value of the property was \$90,543.00. (Id. at 7.) Bourne
24 Valley replies that Chapter 116 does not require an HOA foreclosure sale to be
25 commercially reasonable. Bourne Valley further argues that the inadequacy of the price is
26 not sufficient to void the HOA foreclosure sale when there is no evidence of fraud,

1 procedural defects, or other irregularities in the conduct of the sale.

2 The commercial reasonableness here must be assessed as of the time the sale
3 occurred. Wells Fargo's argument that the HOA foreclosure sale was commercially
4 unreasonable due to the discrepancy between the sale price and the assessed value of the
5 property ignores the practical reality that confronted the purchaser at the sale. Before the
6 Nevada Supreme Court issued SFR Investments, purchasing property at an HOA
7 foreclosure sale was a risky investment, akin to purchasing a lawsuit. Nevada state trial
8 courts and decisions from the United States District Court for the District of Nevada were
9 divided on the issue of whether HOA liens are true priority liens such that their foreclosure
10 extinguishes a first deed of trust on the property. SFR Investments, 334 P.3d at 412. Thus,
11 a purchaser at an HOA foreclosure sale risked purchasing merely a possessory interest in
12 the property subject to the first deed of trust. This risk is illustrated by the fact that title
13 insurance companies refused to issue title insurance policies on titles received from
14 foreclosures of HOA super priority liens absent a court order quieting title. (Mot. to
15 Remand to State Court (Doc. #6), Decl. of Ron Bloecker.) Given these risks, a large
16 discrepancy between the purchase price a buyer would be willing to pay and the assessed
17 value of the property is to be expected.

18 Moreover, Wells Fargo does not point to any evidence or legal authority indicating
19 the Court must void an HOA foreclosure sale because the purchaser bid only a fraction of
20 the property's assessed value. Wells Fargo does not point to evidence of fraud or any other
21 procedural defects or other irregularities in the conduct of the sale that would require the
22 Court to void the sale, or any evidence indicating the HOA acted in bad faith by selling the
23 property for an amount that would satisfy the unpaid assessments. Nor does Wells Fargo
24 point to evidence or legal authority indicating that beyond selling the property to the highest
25 bidder, the HOA was responsible for protecting Wells Fargo and Johnson's interests in
26 addition to the homeowners' interests. See Carmen v. S.F. Unified Sch. Dist., 237 F.3d

1 1026, 1028–31 (9th Cir. 2001) (stating that a court need not “comb the record” looking for a
 2 genuine issue of material fact if the party has not brought the evidence to the court’s
 3 attention) (quotation omitted)). Thus, no genuine issue of material fact remains as to
 4 whether the HOA foreclosure sale was commercially unreasonable. Under the specific
 5 facts presented here, it was not.

6 C. CC&Rs

7 Wells Fargo argues Bourne Valley is not a bona fide purchaser because it purchased
 8 the property with knowledge of the previously-recorded CC&Rs, which contain a mortgage
 9 protection clause. According to Wells Fargo, under the mortgage protection clause, its deed
 10 of trust cannot be extinguished by an HOA foreclosure sale to satisfy a lien for delinquent
 11 assessments. Bourne Valley replies that the clause is unenforceable to the extent that it
 12 attempts to limit the super priority lien given to the HOA under § 116.3116. The mortgage
 13 savings clause states as follows:

14 [N]o lien created under this Article V [titled “Mortgage Protection”] or under
 15 any other Article of this Declaration, nor any lien arising by reason of any
 16 breach of this Declaration, nor the enforcement of any provision of this
 17 Declaration, shall defeat or render invalid the rights of the beneficiary under
 any Recorded Mortgage of first and senior priority now or hereafter upon a
 Lot, made in good faith and for value, perfected before the date on which the
 Assessment sought to be enforced became delinquent.

18 (Opp’n, Ex. B at § 5.08.) The preceding section, titled “Unpaid Assessments,” provides
 19 that liens for unpaid assessments “shall be created in accordance with NRS § 116.3116 and
 20 shall be foreclosed on in the manner provided for in NRS § 116.31162-116.31168 as is now
 21 or hereafter may be in effect.” (*Id.* at § 5.07.)

22 The Nevada Supreme Court held in SFR Investments that a mortgage protection
 23 clause does not affect the application of § 116.3116(2) in an HOA super priority lien
 24 foreclosure case. 334 P.3d at 419. Specifically, “Chapter 116’s ‘provisions may not be
 25 varied by agreement, and rights conferred by it may not be waived . . . [e]xcept as expressly
 26 provided in’ Chapter 116.” *Id.* (quoting Nev. Rev. Stat. § 116.1104) (emphasis omitted).

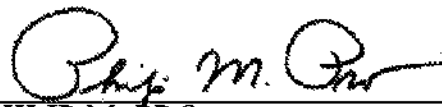
1 “Nothing in [NRS] 116.3116 expressly provides for a waiver of the HOA’s right to a
2 priority position for the HOA’s super priority lien.” Id. (quoting Limbwood, 979 F. Supp.
3 2d at 1153).

4 Given that Chapter 116’s requirements cannot be varied by agreement, the mortgage
5 protection clause in the CC&Rs does not preserve Wells Fargo’s security interest in the
6 property. Moreover, by the CC&R’s plain language, in § 5.07 The Parks preserved its
7 statutory super priority lien rights by reference to § 116.3116, which is the statutory section
8 setting forth the relative priority of the HOA’s super priority and the junior liens in relation
9 to a first deed of trust. Thus, no genuine issue of fact remains as to whether the mortgage
10 protection clause affects the application of § 116.3116 in this case. The Court therefore
11 will grant Bourne Valley’s Motion for Summary Judgment.

12 **III. CONCLUSION**

13 IT IS THEREFORE ORDERED that Plaintiff Bourne Valley Court Trust’s Motion
14 for Summary Judgment (Doc. #45) is GRANTED.

15
16 DATED: January 23, 2015

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18 
19 PHILIP M. PRO
20 United States District Judge
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