

IN THE SUPREME COURT OF THE STATE OF NEVADA

BANK OF AMERICA, N.A.,  
SUCCESSOR BY MERGER TO BAC  
HOME LOANS SERVICING, LP F/K/A  
COUNTRYWIDE HOMES LOANS  
SERVICING, LP,  
Appellant,  
vs.  
SFR INVESTMENTS POOL 1, LLC, A  
NEVADA LIMITED LIABILITY  
COMPANY,  
Respondent.

No. 70501

FILED

NOV 13 2018

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY  DEPUTY CLERK

*ORDER AMENDING OPINION AND  
DENYING PETITION FOR REHEARING*

On September 13, 2018, this court issued an opinion reversing and remanding in this matter, *Bank of America, N.A. v. SFR Inv.'s Pool 1, LLC*, 134 Nev., Adv. Op. 72, 427 P.3d 113 (2018). The opinion is amended as follows:

On page 3, 427 P.3d at 117, section A is amended to include the following language at the end of the second sentence: "or cure a default."

On page 7, 427 P.3d at 119, the first sentence in section D is amended to remove the word "discharged" and replace it with "cured the default on" and to replace the word "unenforceable" with "ineffective."

On page 10, 427 P.3d at 120, section D(1) is amended as follows. The third sentence in the last paragraph of subsection 1 is amended to remove the word "discharged" and replace it with "cured the default and prevented foreclosure as to." The second-to-last sentence in that paragraph is amended to remove the word "discharges" and replace it with "satisfies."

On page 12, 427 P.3d at 120-21, the following language in the last paragraph of section D(2) is deleted:

The practical effect of requiring the first deed of trust holder to pay the tender into court is that a valid tender would no longer serve to discharge the superpriority portion of the lien. Instead, the tendering party would have to bring an action showing that the tender is valid and paid into court before the lien is discharged. With such conditions, a tendering party could only achieve discharge of the superpriority portion of the lien by litigation.

That language is replaced with the following:

The practical effect of requiring the first deed of trust holder to pay the tender into court is that a valid tender would no longer serve to cure the default on the superpriority portion of the lien. Instead, the tendering party would have to bring an action showing that the tender is valid and paid into court to avoid loss of its position through foreclosure of the superpriority portion of the lien.

On page 12, 427 P.3d at 121, section E is amended to remove the word "discharged" in the first sentence and replace it with "satisfied."

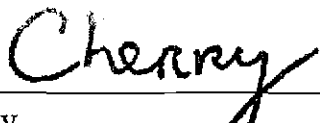
On page 13, 427 P.3d at 121, the first sentence in the fourth paragraph of section E, which starts with "Because Bank of America's valid

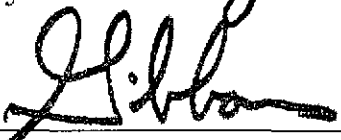
tender," is amended to delete the word "discharged" and replace it with "cured the default as to."

With these changes, we deny rehearing. No further petitions may be filed.

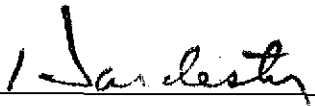
It is so ORDERED.


, C.J.  
Douglas


, J.  
Cherry

, J.  
Gibbons

, J.  
Pickering

, J.  
Hardesty

, J.  
Parraguirre

, J.  
Stiglich

cc: Hon. Valerie Adair, District Judge  
Akerman LLP/Las Vegas  
Kim Gilbert Ebron  
The Wright Law Group  
Law Offices of Michael F. Bohn, Ltd.  
Eighth District Court Clerk