

Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$182,819.90 (Estimated)

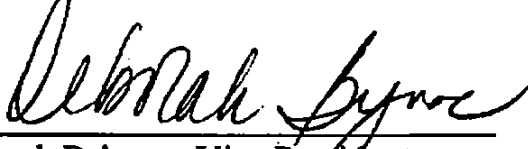
Accrued interest and additional advances, if any, will increase this figure prior to sale.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

Sale information: (916) 939-0772 or [www.nationwideposting.com](http://www.nationwideposting.com) (714) 730-2727 or [www.lpsasap.com](http://www.lpsasap.com) or (714) 573-1965 or [www.priorityposting.com](http://www.priorityposting.com)

Date: 05-27-2011

CALIFORNIA RECONVEYANCE COMPANY, as Trustee

  
Deborah Brignac, Vice President

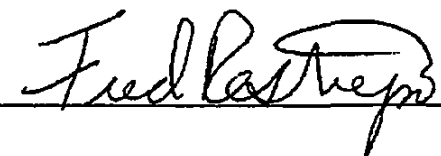
CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

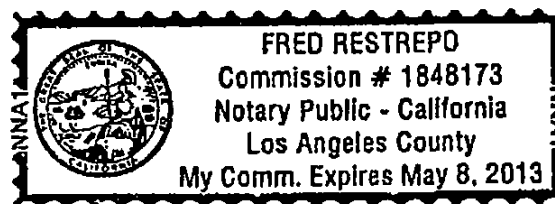
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On 05-27-2011 before me, FRED RESTREPO, "Notary Public" personally appeared DEBORAH BRIGNAC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Chase/CRC 23

Ex. 1-K

# EXHIBIT 1-K

Ex. 1-K

APN#: 179-34-713-236

AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311  
800-892-6902

Inst #: 201109290003457

Fees: \$16.00

N/C Fee: \$0.00

09/29/2011 02:47:11 PM

Receipt #: 930510

Requestor:

LSI TITLE AGENCY INC.

Recorded By: OSA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

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Space above this line for recorder's use only  
Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

### NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 05-07-2008. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

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On 10-20-2011 at 10:00 AM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 05-14-2008, Book 20080514, Page , Instrument 0005041 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: DELAINE L. HARNED, AN UNMARRIED WOMAN as Trustor, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at 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, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE FRONT ENTRANCE TO THE NEVADA LEGAL NEWS, LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein: PARCEL I: UNIT TWO (2) IN BUILDING SEVENTY-NINE 79) OF FINAL MAP OF PARADISE COURT (A COMMON INTEREST COMMUNITY), AS SHOWN BY MAP THEREOF ON FILE IN BOOK 116, OF PLATS, PAGE 33 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. PARCEL II: A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS AND EGRESS AND OF USE IN, TO AND OVER ALL COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, PRIVATE STREETS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE. PARCEL III: THE EXCLUSIVE RIGHT OF USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF ABOVE REFERENCED PLAT AS DESIGNATED AS EXCLUSIVE USE AREAS AND LIMITED COMMON ELEMENTS,

Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

INCLUDING BUT NOT LIMITED TO YARD COMPONENT, AS DEFINED ON AND SUBJECT TO THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 1076 SLATE CROSSING LANE #2, HENDERSON, NV 89002.



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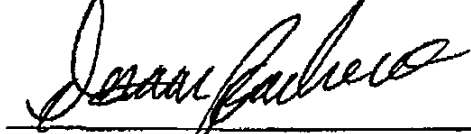
Accrued interest and additional advances, if any, will increase this figure prior to sale.

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

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Date: 09-27-2011

CALIFORNIA RECONVEYANCE COMPANY, as Trustee



Isaac Pacheco, Assistant Secretary

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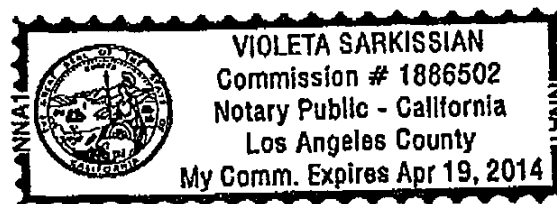
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On 09-27-2011 before me, VIOLETA SARKISSIAN, "Notary Public" personally appeared ISAAC PACHECO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature  (Seal)



Ex. 1-L

# EXHIBIT 1-L

Ex. 1-L

(2)

APN # 179-34-713-236  
NAS # N55556  
Chicago Title # 12880179  
Property Address: 1076 Slate Crossing Lane #102

Inst #: 201203070000441  
Fees: \$18.00  
N/C Fee: \$0.00  
03/07/2012 09:07:58 AM  
Receipt #: 1088463  
Requestor:  
CHICAGO TITLE  
Recorded By: KXC Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

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

**IMPORTANT NOTICE**

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

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

This amount is \$3,626.90 as of February 24, 2012 and will increase until your account becomes current.

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

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

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

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

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

NAS # NS5556

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT  
TAKE PROMPT ACTION.  
NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION  
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Delaine L Harned, dated February 2, 2010, and recorded on 2/5/2010 as instrument number 0001923 Book 20100205 in the official records of Clark County, Nevada, executed by Paradise Court, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on May 18, 2004, as instrument number 0001999 BK 20040518, as security has occurred in that the payments have not been made of homeowner's assessments due from 6/1/2009 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.


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

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

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

Legal Description: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark

Dated: February 24, 2012



By: Autumn Fesel, of Nevada Association Services, Inc.  
on behalf of Paradise Court

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

Chase/CRC 28

Ex. 1-M

# EXHIBIT 1-M

Ex. 1-M

APN# 179-34-713-236  
NAS# N55556  
Chicago Title # 12980179  
Property Address: 1076 Slate Crossing Lane #102

DOCUMENT RECORDED ON	3/7/2012
DOCUMENT #	0000441 Book 20120307
	Clark COUNTY
DATE MAILED	3/16/2012

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

**IMPORTANT NOTICE**

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IS IN DISPUTE!**

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

This amount is \$3,626.90 as of February 24, 2012 and will increase until your account becomes current.

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

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You  
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must pay all amounts in default at the time payment is made. However, you and your Association may mutually  
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the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your  
default; or both (1) and (2).

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

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your  
property is in foreclosure for any other reason, contact Nevada Association Services, Inc. on behalf of Paradise  
Court, 6234 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885 or toll  
free at (888) 627-5544.

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

NAS # N55556

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT  
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NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION  
SERVICES, INC.**

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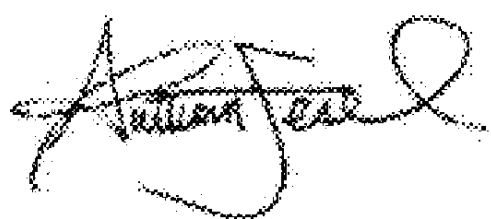
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the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

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

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

Legal Description: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark

Dated: February 24, 2012



By: Autumn Fesel, of Nevada Association Services, Inc.  
on behalf of Paradise Court

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

## Certified Addresses

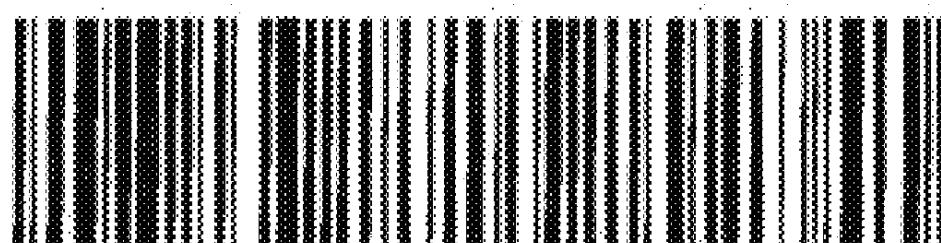
Trustees Sale No.: N55556  
HOA: Paradise Court  
Date: 3/15/2012

Address	Recipient	Selected
CALIFORNIA RECONVEYANCE COMPANY TS NO. 144017NV 9200 OAKDALE AVENUE MAIL STOP CA20-4379 CHATSWORTH, CA 91311	Hmnr1	No
CHASE HOME FINANCE LLC C/O CALIFORNIA RECONVEYANCE COMPANY TS NO. 144017NV 9200 OAKDALE AVENUE MAIL STOP CA2-4379 CHATSWORTH, CA 91311	Hmnr1	No
Delaine L. Harned 1076 Slate Crossing Lane #102 Henderson, NV 89002	Hmnr1	No
Delaine L. Harned 1076 Slate Crossing Lane #2 Henderson, NV 89002	Hmnr1	No
DELAINIE L HARNED 1076 SLATE CROSSING LN # 2 HENDERSON, NV 89002	Hmnr1	No
MERS MIN [Redacted] PO BOX 2026 FLINT, MI 48501-2026	Hmnr1	No
REPUBLIC SERVICES ACCOUNT 620-4077588 P.O. BOX 98508 LAS VEGAS, NV 89193-8508	Hmnr1	No
VENTA REALTY GROUP MIN [Redacted] 1290 S JONES BLVD STE 150 LAS VEGAS, NV 89146	Hmnr1	No



NAS

6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 0718 5000 4913 41

N55556

DELAINIE L HARNED  
1076 SLATE CROSSING LN # 2  
HENDERSON, NV 89002

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APN # 179-34-713-236  
NAS # N55556  
Chicago Title # 12980179  
Property Address: 1076 Slate Crossing Lane #102

DOCUMENT RECORDED ON 3/7/2012  
DOCUMENT # 0000441 Book 20120307  
Clark COUNTY  
DATE MAILED 3/16/2012

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

**IMPORTANT NOTICE**

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

This amount is \$3,626.90 as of February 24, 2012 and will increase until your account becomes current.

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

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

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NAS # N55556

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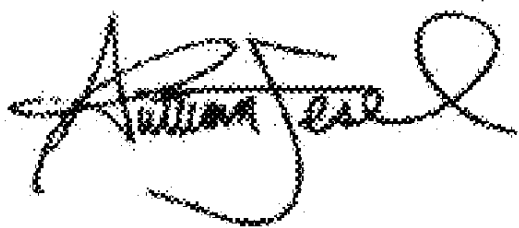
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Dated: February 24, 2012

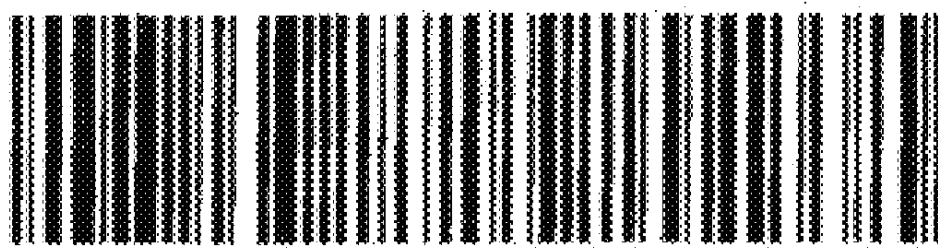


By: Autumn Fernald of Nevada Association Services, Inc.  
on behalf of Paradise Court

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

NAS

6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 0718 5000 4913 58

N55556

VENTA REALTY GROUP

MIN Redacted

1290 S JONES BLVD, STE 150  
LAS VEGAS, NV 89146

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APN # 179-34-713-236  
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While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, Paradise Court (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

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

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

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



NAS # N55556

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

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TAKE PROMPT ACTION.**

**NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION  
SERVICES, INC.**

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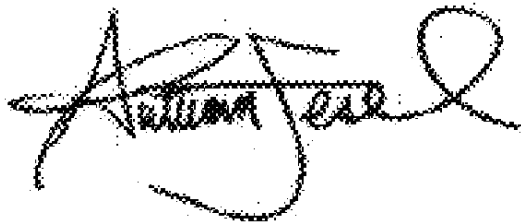
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Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

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Legal Description: Paradise Court, Flat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark

Dated: February 24, 2012

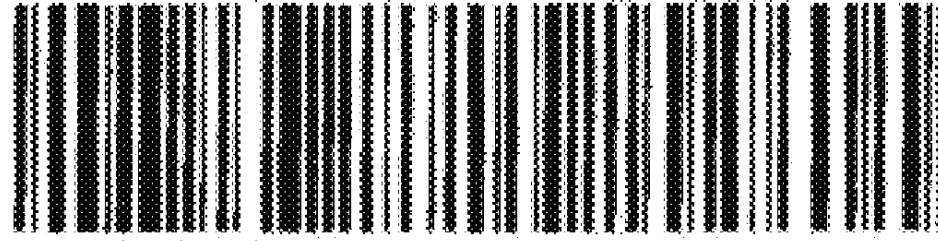


By: Autumn Fessel of Nevada Association Services, Inc.  
on behalf of Paradise Court

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

NAS

8224 W Desert Inn Rd  
Las Vegas, NV 89146



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N55556

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**Redacted**

PO BOX 2026

FLINT, MI 48501-2026

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

APN # 179-34-713-236  
NAS # N55556  
Chicago Title # 12980179  
Property Address: 1076 Slate Crossing Lane #102

DOCUMENT RECORDED ON 3/7/2012  
DOCUMENT # 0000441 Book 20120307  
Clark COUNTY  
DATE MAILED 3/16/2012

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

**IMPORTANT NOTICE**

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Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the  
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NAS # N55556

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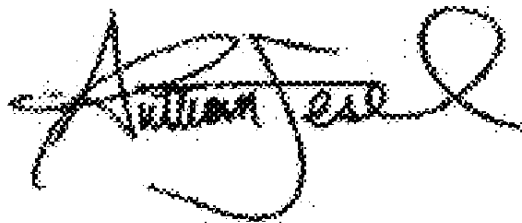
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Legal Description: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark

Dated: February 24, 2012

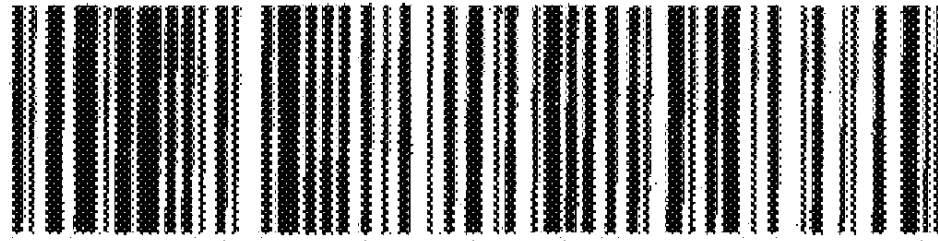


By: Autumn Fessel of Nevada Association Services, Inc.  
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When Recorded Mail To:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
(702) 804-8885  
(888) 627-5544

NAS

6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 0718 5000 4913 72

N55556

CHASE HOME FINANCE LLC  
C/O CALIFORNIA RECONVEYANCE COMPANY  
TS NO. 144017NV  
9200 OAKDALE AVENUE  
CHATSWORTH, CA 91311

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APN # 179-34-713-236  
NAS # N55556  
Chicago Title # 12980179  
Property Address: 1076 Slate Crossing Lane #102

DOCUMENT RECORDED ON 3/7/2012  
DOCUMENT # 0000441 Book 20120307  
Clark COUNTY  
DATE MAILED 3/16/2012

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NAS # N55556

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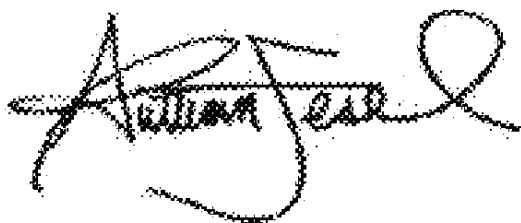
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Legal Description: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark

Dated: February 24, 2012

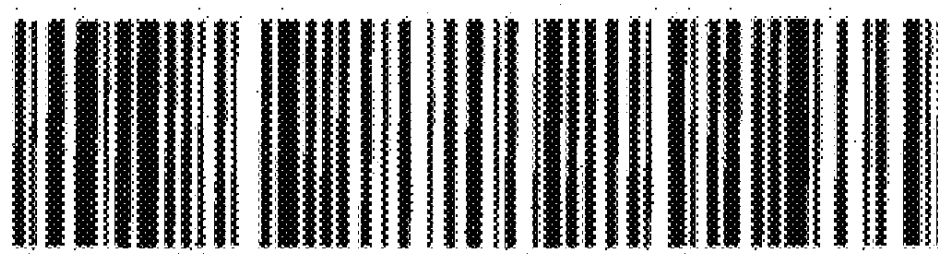


By: Autumn Fessel of Nevada Association Services, Inc.  
on behalf of Paradise Court

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

NAS

6224 W Desert Inn Rd  
Las Vegas, NV 89146



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N55556

CALIFORNIA RECONVEYANCE COMPANY

TS NO. 144017NV

9200 OAKDALE AVENUE

MAIL STOP: CA20-4379

CHATSWORTH, CA 91311

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APN # 179-34-713-236  
NAS # N55556  
Chicago Title # 12980179  
Property Address: 1076 Slate Crossing Lane #102

DOCUMENT RECORDED ON	3/7/2012
DOCUMENT #	0000441 Book 20120307
	Clark COUNTY
DATE MAILED	3/16/2012

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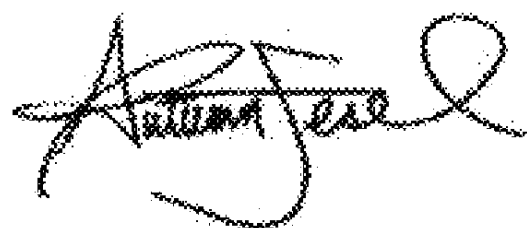
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Legal Description: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark

Dated: February 24, 2012

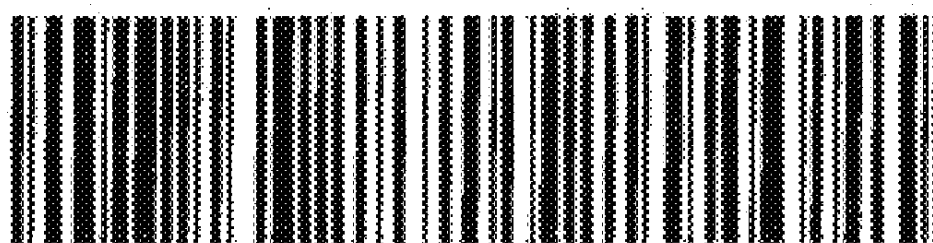


By: Autumn Fessel of Nevada Association Services, Inc.  
on behalf of Paradise Court

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

NAS

6224 W Desert Inn Rd.  
Las Vegas, NV 89146



9171 9000 0718 5000 4913 96

N55556

REPUBLIC SERVICES  
ACCOUNT 620-4077588  
P.O. BOX 98508  
LAS VEGAS, NV 89193-8508

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APN # 179-34-713-236  
NAS # N55556  
Chicago Title # 12980179  
Property Address: 1076 Slate Crossing Lane #102

DOCUMENT RECORDED ON 3/7/2012  
DOCUMENT # 0000441 Book 20120307  
Clark COUNTY  
DATE MAILED 3/16/2012

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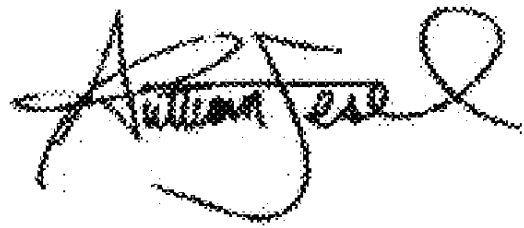
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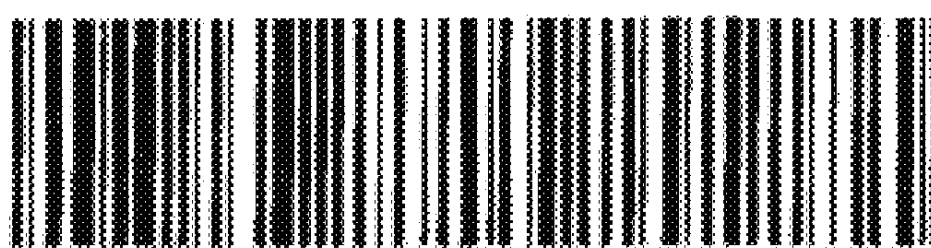


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NAS

6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 0718 5000 4914 02

N55556

Delaine L Harned  
1076 Slate Crossing Lane #102  
Henderson, NV 89002

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NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT  
IS IN DISPUTE!**

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

This amount is \$3,626.90 as of February 24, 2012 and will increase until your account becomes current.

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

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

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

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

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

NAS # N55556

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT  
TAKE PROMPT ACTION.**

**NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION  
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Delaine L Harned, dated February 2, 2010, and recorded on 2/5/2010 as instrument number 0001923 Book 20100205 in the official records of Clark County, Nevada, executed by Paradise Court, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on May 18, 2004, as instrument number 0001999 BK 20040518, as security has occurred in that the payments have not been made of homeowner's assessments due from 6/1/2009 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

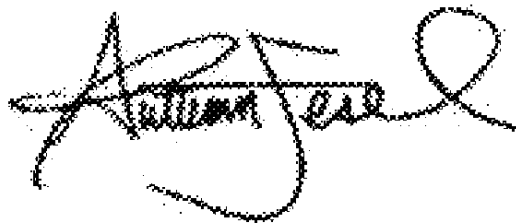
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the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

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

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

Legal Description: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark

Dated: February 24, 2012



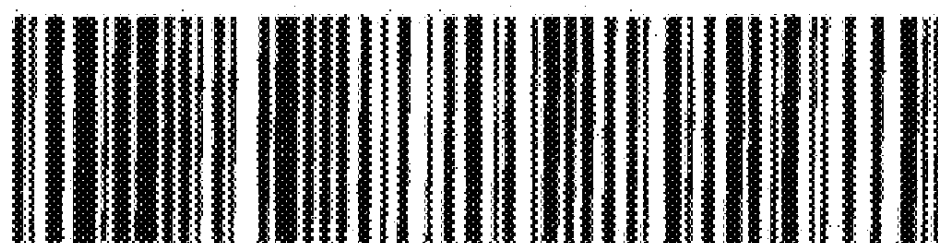
By: Autumn Fessel of Nevada Association Services, Inc.  
on behalf of Paradise Court

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



NAS

6224 W Desert Inn Rd  
Las Vegas, NV 89146



9171 9000 0718 5000 4914 19

N55556

Delaine L Harned  
1076 Slate Crossing Lane #2  
Henderson, NV 89002

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

APN # 179-34-713-236  
NAS # N55556  
Chicago Title # 12980179  
Property Address: 1076 Slate Crossing Lane #102

DOCUMENT RECORDED ON	3/7/2012
DOCUMENT #	0000441 Book 20120307
	Clark COUNTY
DATE MAILED	3/16/2012

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

**IMPORTANT NOTICE**

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

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

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NAS # N55556

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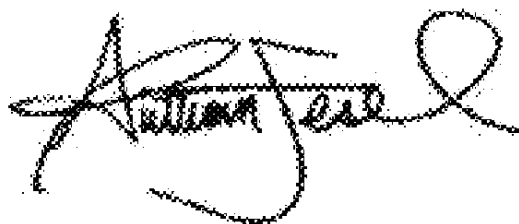
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Legal Description: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark

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



Ex. 1-N

# EXHIBIT 1-N

Ex. 1-N

BALLARD SPAHR LLP  
100 NORTH CITY PARKWAY, SUITE 1750  
LAS VEGAS, NEVADA 89106  
(702) 471-7000 FAX (702) 471-7070

Abran E. Vigil  
Nevada Bar No. 7548  
Lindsay Demaree  
Nevada Bar No. 11949  
BALLARD SPAHR LLP  
100 North City Parkway, Suite 1750  
Las Vegas, Nevada 89106-4617  
Telephone: (702) 471-7000  
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E-Mail: [vigila@ballardspahr.com](mailto:vigila@ballardspahr.com)  
E-Mail: [demareel@ballardspahr.com](mailto:demareel@ballardspahr.com)

*Attorneys for Defendant JPMorgan Chase  
Bank, N.A., successor by merger with  
Chase Home Finance LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL 1, LLC a  
Nevada limited liability company,

Plaintiff,

v.

VENTA REALTY GROUP, a Nevada  
corporation, JP MORGAN CHASE BANK,  
NA, a national association, successor by  
merge to CHASE HOME FINANCE LLC, a  
foreign limited liability corporation,  
NATIONAL DEFAULT SERVICING  
CORPORATION, an Arizona corporation,  
CALIFORNIA CONVEYANCE  
COMPANY, a California corporation,  
REPUBLIC SILVER STATE DISPOSAL,  
INC., a Nevada Corporation, PARADISE  
COURT HOMEOWNERS ASSOCIATION,  
a Nevada non-profit corporation and  
DELANIE L. HARNED, an individual,  
DOES I through X, ROE CORPORATIONS  
I through X, inclusive,

Defendants.

CASE NO. A-12-672963-C

DEPT NO. 27

**JPMORGAN CHASE BANK, N.A.'S  
RESPONSE TO REQUESTS FOR ADMISSIONS**

**TO:** Plaintiff, SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability  
company

**TO:** Howard C. Kim, Esq., Diana S. Cline, Esq., Jacqueline A. Gilbert, Esq.,  
Howard Kim & Associates, their attorney of record:

1 Pursuant to N.R.C.P. 26 and 36, in response to SFR Investments Pool 1, LLC's  
2 ("SFR" or "Plaintiff") Requests for Admissions to JPMorgan Chase Bank, N.A.,  
3 defendant JPMorgan Chase Bank, N.A., successor by merger with Chase Home  
4 Finance LLC ("Chase" or "Defendant"), states as follows:

5 **PRELIMINARY STATEMENT**

6 The following responses are based on information and documents readily  
7 available and known by Defendant after a diligent search and reasonable inquiry.  
8 Such documents and information may include hearsay and other forms of evidence  
9 that are neither reliable nor admissible. Defendant's discovery and investigation is  
10 ongoing.

11 Defendant expressly reserves all of the following rights:

12 1. The right to conduct further discovery and investigation for information  
13 and documents which, if presently known, would have been included in these  
14 responses;

15 2. The right to present, use or rely on at any time, including trial of this  
16 action, additional information and documents as may be uncovered through  
17 continuing discovery and investigation;

18 3. The right to raise any objection on any ground, including without  
19 limitation authenticity, foundation, relevance, materiality, privilege and  
20 admissibility as evidence, to the use for any purpose of any document or information  
21 produced in response to any Request herein in any subsequent proceeding or trial in  
22 this or any other action;

23 4. The right to object on any ground at any time to any other discovery  
24 involving any documents or information produced in response to any Request herein;  
25 and

26 5. The right to amend, supplement or otherwise modify these responses.

27 The following responses are based upon information presently available to,  
28 and located by, Defendant. Defendant has not yet completed its investigation of the

1 facts relating to this case and has not completed preparation for trial. Therefore, the  
2 responses given herein are without prejudice to Defendant's right to further  
3 supplement or amend its responses if appropriate pursuant to the Nevada Rules of  
4 Civil Procedure and/or the Local Rules of Practice for the Eighth Judicial District  
5 Court.

### 6 GENERAL OBJECTIONS

7 The following general objections apply to each Definition, Instruction and  
8 Request and shall have the same force and effect as if fully set forth in the specific  
9 objection to each of Plaintiff's discovery requests:

10 1. Defendant objects to each Request to the extent it seeks a response from  
11 any party other than Defendant.

12 2. Defendant objects to each Request to the extent it imposes or purports  
13 to impose obligations greater than those required by the Nevada Rules of Civil  
14 Procedure and/or the Local Rules of Practice for the Eighth Judicial District Court.

15 3. Defendant objects to each Request to the extent it is overly broad, vague  
16 and ambiguous, unduly burdensome, designed to harass or to annoy, or calls for  
17 information neither relevant to any issue in the instant litigation nor reasonably  
18 calculated to lead to the discovery of admissible evidence.

19 4. Defendant objects to each Request to the extent it seeks or purports to  
20 seek information protected from disclosure by the attorney-client privilege, the work  
21 product doctrine, the common legal interest privilege, the joint defense privilege, or  
22 any other applicable privilege, immunity or protection against disclosure.

23 5. Defendant objects to each Request to the extent it requires or purports  
24 to require Defendant: (a) to disclose information outside of its possession, custody or  
25 control; (b) to seek information about or from persons not currently employed or  
26 associated with Defendant; or (c) to provide or seek information regarding third  
27 parties.

28 6. Defendant objects to each Request to the extent it calls for legal

1 conclusions, contentions and/or legal theories.

2 7. Defendant objects to each Request to the extent it seeks information  
3 from documents already in the possession, custody or control of, or readily available  
4 to Plaintiff or its counsel, including, but not limited to the documents filed with the  
5 Court or already disclosed and/or produced to Plaintiff.

6 8. Defendant objects to each Request to the extent it calls for the  
7 production of information readily available through public sources, from sources that  
8 are more convenient, less burdensome or less expensive, or from sources that are  
9 more readily available to Plaintiff than Defendants.

10 9. Defendant objects to each Request to the extent it is internally  
11 repetitive, overlapping or duplicative.

12 10. Defendant objects to each Request to the extent it seeks to abrogate  
13 Defendant's right under the Nevada Rules of Civil Procedure to produce documents  
14 as they are kept in the usual course of business.

15 11. Defendant objects to the disclosure of trade secrets, confidential and/or  
16 private information related to loans to which Plaintiff is not a party, and/or  
17 confidential research, development, or commercial information that can be  
18 discovered, if at all, only through the entry of a protective order.

19 In providing responses and objections to a specific Request, Defendant does not  
20 in any way waive, but rather preserves: (a) all objections as to competence, relevancy,  
21 materiality, and admissibility; (b) all objections as to the vagueness, ambiguity, or  
22 other infirmity in the form of any Request and any objections based on the undue  
23 burden imposed by any Request; (c) all rights to object on any ground to the use of  
24 any of the responses, or their subject matter, in any subsequent proceeding; (d) all  
25 rights to object on any ground to any further requests involving or relating to the  
26 subject matter of the Request; (e) the right to supplement responses and objections to  
27 the Request before the disposition of this litigation; and (f) all privileges and/or rights  
28 under the applicable Nevada Rules of Civil Procedure, Nevada Rules of Evidence, the



1 Local Rules of Practice of the Eighth Judicial District Court, statutes or common law.

2 Each response uses the defined terms stated in SFR's "Requests for  
3 Admissions to JPMorgan Chase Bank, N.A.," with the exception of the definition  
4 "Association foreclosure sale," which improperly assumes the sale was a valid public  
5 auction, a fact that has yet to be established in this case.

6 **REQUEST FOR ADMISSIONS**

7 **REQUEST NO. 1:**

8 Admit that you were aware of the Association's Lien on the Property before  
9 September 21, 2012.

10 **RESPONSE TO REQUEST NO. 1:**

11 Objection. Request No. 1 is vague and ambiguous as to the terms "aware" and  
12 "Association's Lien," which are not defined and are susceptible to multiple  
13 interpretations in the context of this request. Subject to and without waiving any  
14 objection, Chase responds as follows: Admit.

15  
16 **REQUEST NO. 2:**

17 Admit that you were aware of the Association foreclosure sale before  
18 September 21, 2012.

19 **RESPONSE TO REQUEST NO. 2:**

20 Objection. Request No. 2 is vague and ambiguous as to the term "aware,"  
21 which is not defined and is susceptible to multiple interpretations in the context of  
22 this request. Subject to and without waiving any objection, Chase responds to the  
23 best of its knowledge and belief: Chase admits that its records indicate it received a  
24 "Notice of Foreclosure Sale" before September 21, 2012.

25  
26 **REQUEST NO. 3:**

27 Admit that you did not attend the Association foreclosure sale on September  
28 21, 2012.

**RESPONSE TO REQUEST NO. 3:**

Admit.

**REQUEST NO. [4]:**

Admit that you are the current holder of the beneficial interest in the First Deed of Trust.

**RESPONSE TO REQUEST NO. [4]:**

Admit.

**REQUEST NO. [5]:**

Admit that you or predecessor in interest to the First Deed of Trust received a notice of default from the Association or its agents.

**RESPONSE TO REQUEST NO. [5]:**

Objection. Request No. 5 is compound and calls for Chase to speculate regarding notices that received by third parties for which Chase is not responsible. Subject to and without waiving any objection, Chase respond, to the best of its knowledge and belief: Chase admits that its records indicate that NAS sent to California Reconveyance Company a "Notice of Default and Election to Sell under Homeowners Association Lien."

**REQUEST NO. [6]:**

Admit that you have not transferred your interest in the First Deed of Trust to HUD.

**RESPONSE TO REQUEST NO. [6]:**

Admit.

**REQUEST NO. [7]:**

Admit that you paid less than the face value of the note for your interest in the

1 First Deed of Trust.

2 **RESPONSE TO REQUEST NO. [7]:**

3       Objection. Request No. 7 seeks confidential information that is unduly  
4 burdensome given the needs of this case, irrelevant, and unlikely to lead to the  
5 discovery of relevant, admissible evidence. This request is also vague, ambiguous,  
6 and improperly assumes facts that have yet to be established to the extent the  
7 request suggests that Chase purchased an interest in the First Deed of Trust through  
8 a transaction that involved no other purchased interests or financial considerations.  
9 Finally, the request is vague and ambiguous as to the term "face value," which is  
10 undefined and is susceptible to multiple interpretations given that the Note provides  
11 for the payment of a principal sum, as well as interest. Subject to and without  
12 waiving any objection, Chase responds as follows: Deny.

13  
14 **REQUEST NO. [8]:**

15       Admit that you or predecessor in interest to the First Deed of Trust received a  
16 notice of sale from the Association or its agents.

17 **RESPONSE TO REQUEST NO. [8]:**

18       Objection. Request No. 8 is compound and calls for Chase to speculate  
19 regarding notices that received by third parties for which Chase is not responsible.  
20 Chase further objects that this request is overly broad, as it is not limited in time.  
21 Subject to and without waiving any objection, Chase responds, to the best of its  
22 knowledge and belief: Chase admits that its records indicate that NAS sent to  
23 California Reconveyance Company a "Notice of Foreclosure Sale."

24  
25 **REQUEST NO. [9]:**

26       Admit that you did not make any payment to the Association towards the  
27 Association's lien on the Property.



**RESPONSE TO REQUEST NO. [9]:**

Objection. Request No. 9 is vague and ambiguous as to the term "Association's lien," which is susceptible to multiple interpretations in the context of this request. Subject to and without waiving any objection, Chase responds, to the best of its knowledge and belief: Admit. Discovery is ongoing, and Chase reserves the right to amend this response.

**REQUEST NO. [10]:**

Admit that you did not take any steps to ensure the Association received assessments owed by the Borrower.

**RESPONSE TO REQUEST NO. [10]:**

Objection. Request No. 10 seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The request also is vague and ambiguous as to the term "any steps." Chase further objects to the extent the request suggests that Chase had any legal obligations or duty to ensure that the Association received assessments owed by the Borrower. Subject to and without waiving any objection, Chase responds as follows: Deny.

**REQUEST NO. [11]:**

Admit that you did not attempt to contact the Association or its agents to determine the super priority portion of the Association's lien on the Property.

**RESPONSE TO REQUEST NO. [11]:**

Objection. Request No. 11 is unduly burdensome, overly broad, and vague as to time. Chase further objects to the extent the request suggests that Chase had any legal obligation or duty to contact the Association to determine the super-priority portion of the Association's alleged lien. Subject to and without waiving any objection, Chase responds as follows: Deny.

REQUEST NO. [12]:

Admit that you failed to cure the super priority portion of the Association's lien before the Association foreclosure sale.

RESPONSE TO REQUEST NO. [12]:

Objection. Request No. 12 assumes that the Association's lien included a "super priority portion," a fact that has yet to be conclusively established in this case. Chase also objects that this request assumes Chase had a legal right to cure. Subject to and without waiving any objection, Chase responds as follows: Chase admits that it has yet to locate any records to show that it paid any part of the Association's purported lien prior to the date the Association purportedly sold the Property. Discovery is ongoing, and Chase reserves the right to amend this answer.

REQUEST NO. [13]:

Admit that you were aware that the Property was located within the Association and was subject to the Association's declaration of covenants, conditions and restrictions before you obtained an interest in the Property.

RESPONSE TO REQUEST NO. [13]:

Objection. Request No. 13 is compound. The request also is vague and ambiguous as to the term "aware," which is not defined and is susceptible to multiple interpretations in the context of this request. Subject to and without waiving any objection, Chase responds as follows: Deny.

REQUEST NO. [14]:

Admit that you were aware that the Borrower had not paid the Association assessments as required by the Association's declaration of CC&Rs before you obtained an interest in the Property.

**RESPONSE TO REQUEST NO. [14]:**

Objection. Request No. 14 is vague and ambiguous as to the terms “aware” and “interest,” which are not defined and are susceptible to multiple interpretations in the context of this request. The request also assumes that the Borrower did not pay “Association assessments as required by the Association’s declaration of CC&Rs,” a fact that has yet to be conclusively established in this case. Subject to and without waiving any objection, Chase responds as follows: Deny.

**REQUEST NO. [15]:**

Admit that you were aware before you took an interest in the Property that your security interest could be extinguished if a lien with a higher priority foreclosed.

**RESPONSE TO REQUEST NO. [15]:**

Objection. Request No. 15 is vague and ambiguous as to the term “aware,” which is not defined and is susceptible to multiple interpretations in the context of this request. Chase further objects that Request No. 15 calls for a bare legal conclusion. Subject to and without waiving this objection, Chase responds as follows: Deny.

**REQUEST NO. [16]:**

Admit that the portion of an association’s lien representing up to nine months worth of common assessments has priority over first security interests you have in Nevada.

**RESPONSE TO REQUEST NO. [16]:**

Objection. Request No. 16 calls for a bare legal conclusion and does not “relate to statement or opinions of fact or the application of law to fact” as required by N.R.C.P. 36. The request is also unduly burdensome and overly broad as it is not limited in time. Subject to and without waiving this objection, Chase responds as follows: Deny.

REQUEST NO. [17]:

Admit that a portion of the Association's lien had priority over your First Deed of Trust.

RESPONSE TO REQUEST NO. [17]:

Objection. Request No. 17 is vague and ambiguous as to the phrase "portion of an association's lien," which is not defined and is susceptible to multiple interpretations for the purpose of this request. The request is also unduly burdensome and overly broad as it is not limited in time. Chase further objects that Request No. 17 calls for a bare legal conclusion. Without waiving the foregoing objections, and in the interest of discovery, Chase responds as follows: Deny.

REQUEST NO. [18]:

Admit that you have servicing guidelines requiring you and your agents to protect your lien priority by paying association liens.

RESPONSE TO REQUEST NO. [18]:

Objection. Request No. 18 seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. The request is also unduly burdensome and overly broad as it is not limited in time. Chase further objects to Request No. 18 as vague and ambiguous as to the term "guidelines." Without waiving the foregoing objections, and in the interest of discovery, Chase responds as follows: Deny.

REQUEST NO. [19]:

Admit that the federal government has no contractual interest in the First Deed of Trust.

RESPONSE TO REQUEST NO. [19]:

Objection. Request No. 19 calls for a bare legal conclusion. The request is also

1 unduly burdensome and overly broad as it is not limited in time. Subject to and  
2 without waiving any objection, Chase responds as follows: Admit.

3  
4 REQUEST NO. [20]:

5 Admit that the federal government has no beneficial interest in the First Deed  
6 of Trust.

7 RESPONSE TO REQUEST NO. [20]:

8 Objection. Request No. 20 calls for a bare legal conclusion and is vague and  
9 ambiguous as to the term "beneficial interest." The request is also unduly  
10 burdensome and overly broad as it is not limited in time. Subject to and without  
11 waiving any objection, Chase responds as follows: Deny.

12  
13 REQUEST NO. [21]:

14 Admit the federal government does not insure the loan secured by the First  
15 Deed of Trust.

16 RESPONSE TO REQUEST NO. [21]:

17 Objection. Request No. 21 calls for a bare legal conclusion. Subject to and  
18 without waiving any objection, Chase responds as follows: Deny.

19  
20 *[Remainder of page intentionally left blank.]*  
21  
22  
23  
24  
25  
26  
27  
28



1 REQUEST NO. [22]:

2 Dated this 14th day of May, 2015.

3 RESPONSE TO REQUEST NO. [22]:

4 Request No. 22 does not contain a request for admission. Accordingly, Chase  
5 can neither admit nor deny this request.

6 DATED this 16th day of July, 2015.

7 BALLARD SPAHR LLP

8 By: Lindsay Demaree

9 Abran E. Vigil

10 Nevada Bar No. 7548

Lindsay Demaree

11 Nevada Bar No. 11949

BALLARD SPAHR LLP

12 100 North City Parkway, Suite 1750

Las Vegas, Nevada 89106-4617

13 *Attorneys for Defendant JPMorgan Chase*  
14 *Bank, N.A., successor by merger with*  
15 *Chase Home Finance LLC*  
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21  
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**CERTIFICATE OF SERVICE**

Pursuant to N.R.C.P. 5(b), I hereby certify that on July 16, 2015 a true and correct copy of the foregoing **JPMORGAN CHASE BANK, N.A.'S RESPONSE TO REQUESTS FOR ADMISSIONS** was served to the following via electronic service:

Howard C. Kim, Esq.  
Diana S. Cline, Esq.  
Jacqueline A. Gilbert, Esq.  
HOWARD KIM & ASSOCIATES  
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*Attorney for Plaintiff*

/s/ Thursday Lemanee  
An employee of BALLARD SPAHR LLP

Ex. 1-O

# EXHIBIT 1-O

Ex. 1-O

**In The Matter Of:**  
*SFR Investments Pool 1, LLC vs.*  
*Venta Realty Group, et al.*

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*Susan Lyn Newby*  
*July 23, 2015*

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*Min-U-Script® with Word Index*

Susan Lyn Newby - July 23, 2015  
SFR Investments Pool 1, LLC vs. Venta Realty Group, et al.

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10	corporation, JPMORGAN CHASE BANK, N.A.;	9	1 Amended Notice
11	et al.,	10	2 Deed of Trust
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14		13	5 Notice of Default
15		14	6 Mortgage Insurance Certificate
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17	DATE TAKEN: Thursday, July 23, 2015	16	8 Trustee's Sale Guarantee
18	TIME: 1:05 p.m. - 2:41 p.m.	17	9 Letter dated 5/25/12
19	PLACE: 7301 Baymeadows Way	18	10 Notice of Foreclosure Sale
20	Jacksonville, Florida 32256	19	11 Residential Broker Price Opinion
21		20	
22		21	
23		22	
24	Stenographically Reported By:	23	
25	Colleen C. Lee, RPR and Notary Public	24	
		25	
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1	A P P E A R A N C E S	1	Deposition taken before Colleen C. Lee,
2		2	Registered Professional Reporter and Notary Public in
3	ON BEHALF OF THE PLAINTIFF:	3	and for the State of Florida at Large in the above
4	DIANA S. CLINE, ESQUIRE	4	cause.
5	HOWARD KIM & ASSOCIATES	5	-----
6	1055 Whitney Ranch Drive, Suite 110	6	(Exhibit Nos. 1-8 marked for
7	Henderson, NV 89014	7	identification.)
8	(702) 485-3300	8	SUSAN LYN NEWBY,
9	diana@hkimlaw.com	9	having been first duly sworn, was examined and
10		10	testified as follows:
11	ON BEHALF OF DEFENDANTS:	11	EXAMINATION
12	ABRAN E. VIGIL, ESQUIRE	12	BY MS. CLINE:
13	LINDSAY C DEMAREE, ESQUIRE	13	Q Good afternoon. Again, my name is Diana
14	BALLARD SPAHR, LLP	14	Cline. I represent SFR Investments Pool 1, LLC in this
15	100 North City Parkway	15	action.
16	Suite 1750	16	Can you state your name for the record?
17	Las Vegas, NV 89106	17	A Susan Lyn Newby.
18	(721) 471-7000	18	Q We had a deposition earlier this morning with
19	vigil@ballardspahr.com	19	you that was for Case No. A-12-672769-C, and counsel
20	demaree@ballardspahr.com	20	has agreed that we can reference the background
21	JERMAINE L. MCPHERSON, ESQUIRE	21	information for you in this deposition from that
22	JPMorgan CHASE & COMPANY	22	transcript. Is that okay?
23	4 Chase Metrotech Center, Floor 18	23	A Okay.
24	Brooklyn, NY 11245	24	Q That way we don't have to do it over again.
25	(718) 242-1758	25	Can you look at Exhibit No. 1, please. Do you
	jermaine.l.mcperson@chase.com		
	KARA H GOODCHILD, ESQUIRE		
	JPMorgan CHASE & COMPANY		
	1818 Market Street, Floor 14		
	Philadelphia, PA 19103		
	(215) 864-5740		
	kara.h.goodchild@jpmchase.com		

<p style="text-align: right;">Page 5</p> <p>1 recognize this document?</p> <p>2 <b>A Yes. It's the Amended Notice of 30(b)(6)</b></p> <p>3 <b>Deposition of JPMorgan Chase Bank, National</b></p> <p>4 <b>Association.</b></p> <p>5 Q Have you had a chance to review this document</p> <p>6 before today?</p> <p>7 <b>A Yes.</b></p> <p>8 Q Are you the person designated by JPMorgan</p> <p>9 Inc., National Association to testify on its behalf for</p> <p>10 the topics listed on pages 3 through 7 of the notice?</p> <p>11 <b>A Yes.</b></p> <p>12 Q Can you turn to page 2 of the notice. The</p> <p>13 notice defines property as the real property located at</p> <p>14 1076 Slate Crossing Lane, No. 102, Henderson, Nevada</p> <p>15 89002, Parcel No. 179-34-713-236. Whenever I refer to</p> <p>16 the property, I am going to be referring to this</p> <p>17 property on Slate Crossing. Okay?</p> <p>18 <b>A Yes.</b></p> <p>19 Q Also, whenever I refer to homeowners</p> <p>20 association or the association, I'll be referring to</p> <p>21 the Paradise Court Homeowners Association. Okay?</p> <p>22 <b>A Yes.</b></p> <p>23 Q And when I'm referring to the association</p> <p>24 foreclosure sale, I'm referring to the auction held on</p> <p>25 September 21, 2012, by Nevada Association Services on</p>	<p style="text-align: right;">Page 7</p> <p>1 <b>A That I can recall.</b></p> <p>2 Q If you would look at Exhibit 2, please. Do</p> <p>3 you recognize this document?</p> <p>4 <b>A This is the Deed of Trust for Delaine --</b></p> <p>5 <b>Delaine Harned.</b></p> <p>6 Q Is this a deed of trust that secures the loan</p> <p>7 for the property at issue in this case on Slate</p> <p>8 Crossing?</p> <p>9 <b>A Yes.</b></p> <p>10 Q Who originated this loan?</p> <p>11 <b>A Venta Realty Group.</b></p> <p>12 Q When was that?</p> <p>13 <b>A May 7, 2008.</b></p> <p>14 Q What is Mortgage Electronic Registration</p> <p>15 Systems, Inc.'s role or relationship to this deed of</p> <p>16 trust?</p> <p>17 <b>MR. VIGIL:</b> Objection. Compound. And</p> <p>18 I also object to the extent it may call for</p> <p>19 a legal conclusion.</p> <p>20 <b>BY MS. CLINE:</b></p> <p>21 Q Do you know?</p> <p>22 <b>A The document says the beneficiary is Mortgage</b></p> <p>23 <b>Electronic Registration System, Inc. ("MERS").</b></p> <p>24 Q If you will look at Exhibit No. 3, please.</p> <p>25 Do you recognize this document?</p>
<p style="text-align: right;">Page 6</p> <p>1 behalf of the association. Okay?</p> <p>2 <b>A Okay.</b></p> <p>3 Q What did you do to prepare for your</p> <p>4 deposition?</p> <p>5 <b>A I reviewed the business records of Chase.</b></p> <p>6 Q What did those include?</p> <p>7 <b>A That includes notes and documents.</b></p> <p>8 Q What documents did you review?</p> <p>9 <b>A The documents that were included in our</b></p> <p>10 <b>imaging system known as I-VAULT.</b></p> <p>11 Q What documents were included in the imaging</p> <p>12 system?</p> <p>13 <b>A The origination documents, correspondence,</b></p> <p>14 <b>default related documents.</b></p> <p>15 Q Anything else?</p> <p>16 <b>A There would be VPOs and appraisals available.</b></p> <p>17 Q Anything else?</p> <p>18 <b>A Not that I recall off the top of my head.</b></p> <p>19 Q What's included in the origination documents?</p> <p>20 <b>A The mortgage, the note, and the assignments</b></p> <p>21 <b>are the normal documents.</b></p> <p>22 Q Is anything else included in the origination</p> <p>23 documents for this file?</p> <p>24 <b>A The only other documents were the allonges.</b></p> <p>25 Q Anything else?</p>	<p style="text-align: right;">Page 8</p> <p>1 <b>A Yes.</b></p> <p>2 Q And what is that?</p> <p>3 <b>A It's the note.</b></p> <p>4 Q Is this the note that is secured by the deed</p> <p>5 of trust that we just marked as Exhibit 2?</p> <p>6 <b>A Yes.</b></p> <p>7 Q Is this one of the documents that you</p> <p>8 reviewed in preparation for your deposition today?</p> <p>9 <b>A Yes.</b></p> <p>10 Q Can you look at the page Bates stamped</p> <p>11 Chase-CRC 0236?</p> <p>12 <b>A It's a blank page.</b></p> <p>13 Q Do you see the word redacted on that page?</p> <p>14 <b>A Yes.</b></p> <p>15 Q Do you know what was redacted?</p> <p>16 <b>A No.</b></p> <p>17 Q Was this a copy of the note that you looked</p> <p>18 at in preparation for your deposition today redacted on</p> <p>19 that part?</p> <p>20 <b>A I don't understand what you said.</b></p> <p>21 Q What is the last page of that exhibit?</p> <p>22 <b>A It is the allonge.</b></p> <p>23 Q And who is Jason Madiedo?</p> <p>24 <b>A I don't know Mr. Madiedo.</b></p> <p>25 Q Do you know who Mr. Madiedo works for -- or</p>

Page 9	Page 11
<p>1 worked for at the time?</p> <p>2 A No, ma'am.</p> <p>3 Q Can you turn back to the page Bates stamped</p> <p>4 Chase-CRC 0235. Do you see the endorsement on that</p> <p>5 page?</p> <p>6 A Yes.</p> <p>7 Q And who is that signed by?</p> <p>8 A I believe it says Sheila Bird.</p> <p>9 Q Do you know who Sheila Bird is?</p> <p>10 A I am aware of the name, but I don't know her</p> <p>11 personally.</p> <p>12 Q Is she an employee of Chase?</p> <p>13 A I believe she is an employee of Chase.</p> <p>14 Q Is there another endorsement on the original</p> <p>15 note other than --</p> <p>16 A Not that I'm aware of.</p> <p>17 Q Did you look at the original note?</p> <p>18 A No.</p> <p>19 Q Do you know where the original note is kept?</p> <p>20 A Monroe, Louisiana.</p> <p>21 Q Who holds the note?</p> <p>22 A Chase.</p> <p>23 Q Do you know why the MIN number was redacted</p> <p>24 at the top of the front page of the note?</p> <p>25 A No, ma'am.</p>	<p>1 A It was included in our imaging system, yes.</p> <p>2 Q Is it part of -- sorry.</p> <p>3 Is the original contained in the collateral</p> <p>4 file?</p> <p>5 A It should be, yes.</p> <p>6 Q Are there any other assignments besides this</p> <p>7 one that were contained in Chase's business records?</p> <p>8 A Not that I recall.</p> <p>9 Q Were there any unrecorded assignments?</p> <p>10 A Not that I recall.</p> <p>11 Q Who was this assignment from and who was it</p> <p>12 to?</p> <p>13 A This assignment transfers to Chase Home</p> <p>14 Finance, LCC all beneficiary interests for the certain</p> <p>15 deed of trust from the California Reconveyance Company.</p> <p>16 Q What is Chase Home Finance, LLC's to JPMorgan</p> <p>17 Chase Bank, NA?</p> <p>18 A I believe it was considered a subsidiary.</p> <p>19 Q When you say "was," does that mean it is no</p> <p>20 longer in existence, Chase Home Finance?</p> <p>21 A Not that I'm aware of.</p> <p>22 Q I'm sorry; I asked that improperly.</p> <p>23 And is Chase Home Finance, LLC, still in</p> <p>24 existence?</p> <p>25 A No.</p>
Page 10	Page 12
<p>1 Q Do you know why the FHA number was redacted?</p> <p>2 A No, ma'am.</p> <p>3 Q Did you look at a copy of the collateral file</p> <p>4 in preparation for your deposition?</p> <p>5 A I would get a copy of the documents from the</p> <p>6 collateral file in our imaging system.</p> <p>7 Q What else was contained in there besides the</p> <p>8 deed of trust and the note?</p> <p>9 A The allonge.</p> <p>10 Q The allonge. Was there also an assignment of</p> <p>11 the deed of trust included in that file?</p> <p>12 A I did review an assignment for this</p> <p>13 particular one, yes.</p> <p>14 Q Can you look at Exhibit No. 4. Do you</p> <p>15 recognize that document?</p> <p>16 A Yes. It is the assignment of the deed of</p> <p>17 trust.</p> <p>18 Q And is this an assignment to the deed of</p> <p>19 trust that we marked as Exhibit 2?</p> <p>20 A Yes.</p> <p>21 Q Is this an assignment that you reviewed as</p> <p>22 part of your preparation for the deposition?</p> <p>23 A Yes.</p> <p>24 Q And is this an assignment that was included</p> <p>25 in the copy of the collateral file that you reviewed?</p>	<p>1 Q Did Chase Home Finance, LLC merge with</p> <p>2 JPMorgan Bank, NA?</p> <p>3 MR. VIGIL: Objection. Foundation.</p> <p>4 THE WITNESS: I believe that is</p> <p>5 correct.</p> <p>6 BY MS. CLINE:</p> <p>7 Q Do you know when that occurred?</p> <p>8 MR. VIGIL: Same objection.</p> <p>9 THE WITNESS: I don't know the exact</p> <p>10 date.</p> <p>11 BY MS. CLINE:</p> <p>12 Q Do you know an approximate date?</p> <p>13 A No, ma'am.</p> <p>14 Q Was it after December 6th of 2010?</p> <p>15 MR. VIGIL: Objection. Foundation.</p> <p>16 THE WITNESS: I don't know the exact</p> <p>17 date.</p> <p>18 BY MS. CLINE:</p> <p>19 Q Was there ever an assignment from Chase Home</p> <p>20 Finance, LLC to JPMorgan Chase Bank, NA?</p> <p>21 A I don't recall right off.</p> <p>22 Q Where would you look to find that out?</p> <p>23 A It would have to be in a business record</p> <p>24 outside of our servicing system.</p> <p>25 Q What do you mean it would have to be outside</p>



<p>Page 13</p> <p>1 of the servicing system?</p> <p>2 <b>A Well, you asked me what date it happened. So</b></p> <p>3 <b>I would have to either find a copy of the assignment or</b></p> <p>4 <b>I would have to look into Chase's business records to</b></p> <p>5 <b>see if there was a notation of the change.</b></p> <p>6 Q In your review of the business records, did</p> <p>7 you see a written assignment from Chase Home Finance,</p> <p>8 LLC to JPMorgan Chase Bank, NA?</p> <p>9 <b>A Off the top of my head, I don't recall.</b></p> <p>10 Q In preparation for your deposition you looked</p> <p>11 for assignments, correct?</p> <p>12 <b>A I looked through all of the documents in our</b></p> <p>13 <b>imaging system.</b></p> <p>14 Q If there was an assignment besides the one</p> <p>15 that was marked as Exhibit 4, you would have expected</p> <p>16 to see one, correct?</p> <p>17 <b>MR. VIGIL:</b> Objection to the extent</p> <p>18 this is going to call for a legal</p> <p>19 conclusion.</p> <p>20 <b>BY MS. CLINE:</b></p> <p>21 Q If there was a written assignment and actual</p> <p>22 document that assigned the deed of trust -- one that we</p> <p>23 marked as Exhibit 2 -- to another entity, you would</p> <p>24 have expected to see a written document that you</p> <p>25 reviewed, correct?</p>	<p>Page 15</p> <p>1 Q Can you look at Exhibit No. 6, please. Do</p> <p>2 you recognize that document?</p> <p>3 <b>A Yes, ma'am.</b></p> <p>4 Q What is that?</p> <p>5 <b>A It's the Mortgage Insurance Certificate.</b></p> <p>6 Q And what does -- what does this document</p> <p>7 represent?</p> <p>8 <b>MR. VIGIL:</b> Object to the extent it</p> <p>9 calls for a legal conclusion.</p> <p>10 <b>THE WITNESS:</b> This certificate is</p> <p>11 evidence of insurance of the mortgage loan</p> <p>12 described herein under the indicated section</p> <p>13 of the National Housing Act.</p> <p>14 <b>BY MS. CLINE:</b></p> <p>15 Q Do you know if the claim was ever made on</p> <p>16 this insurance?</p> <p>17 <b>A Not that I'm aware of.</b></p> <p>18 Q Where would you look to find out if one had</p> <p>19 been made?</p> <p>20 <b>A Our servicing system.</b></p> <p>21 Q You didn't see any when you reviewed the</p> <p>22 servicing system?</p> <p>23 <b>A No, ma'am.</b></p> <p>24 Q What is JPMorgan Chase Inc., NA's interest in</p> <p>25 the loan?</p>
<p>Page 14</p> <p>1 <b>A I would have thought so, yes.</b></p> <p>2 Q Can you look at Exhibit 5, please. Do you</p> <p>3 recognize this document?</p> <p>4 <b>A It is the Notice of Default and Election to</b></p> <p>5 <b>Sell Under Deed of Trust.</b></p> <p>6 Q And that's the deed of trust related to the</p> <p>7 property that we're talking about today, correct?</p> <p>8 <b>A That's correct.</b></p> <p>9 Q Do you see where it says -- there's a</p> <p>10 paragraph that starts, "That a breach of the</p> <p>11 obligations for which said Deed of Trust is security</p> <p>12 has occurred in that payment has not been made of the</p> <p>13 September 1st, 2009 monthly installment..."</p> <p>14 <b>A Yes.</b></p> <p>15 Q And does that date listed on the notice of</p> <p>16 default accurately reflect what your recollection is of</p> <p>17 the business records of Chase and the delinquency of</p> <p>18 the borrower?</p> <p>19 <b>MR. VIGIL:</b> We will object to the form</p> <p>20 of the question as being ambiguous.</p> <p>21 <b>THE WITNESS:</b> Yes. The default date</p> <p>22 was 9/1/2009.</p> <p>23 <b>BY MS. CLINE:</b></p> <p>24 Q Is this loan FHA insured?</p> <p>25 <b>A Yes.</b></p>	<p>Page 16</p> <p>1 <b>A Chase is the investor on the loan.</b></p> <p>2 Q When did Chase become the investor?</p> <p>3 <b>A I don't know the exact date when Chase became</b></p> <p>4 <b>the investor.</b></p> <p>5 Q Where would you look to find that out?</p> <p>6 <b>A We would look on our servicing system.</b></p> <p>7 Q Is there a particular place on the servicing</p> <p>8 system that you look?</p> <p>9 <b>A Are you asking me for a screen name? Is that</b></p> <p>10 <b>what --</b></p> <p>11 Q Yes.</p> <p>12 <b>A Okay.</b></p> <p>13 Q If that's how you would identify it.</p> <p>14 <b>A We have a screen called LNTH that identifies</b></p> <p>15 <b>investor changes.</b></p> <p>16 Q L, N as in Nancy?</p> <p>17 <b>A Yes, TH.</b></p> <p>18 Q Do you know what that stands for?</p> <p>19 <b>A I think it's the loan history transfer, but</b></p> <p>20 <b>I'm not 100 percent sure that's the order in which it</b></p> <p>21 <b>goes.</b></p> <p>22 Q The loan transfer. What's included on that</p> <p>23 screen? Is it just every time it has been transferred</p> <p>24 or just who the current investor is?</p> <p>25 <b>A It's a chronological history of transfers.</b></p>

<p style="text-align: right;">Page 17</p> <p>1 Q Is Chase also the servicer of the loan?</p> <p>2 A Yes.</p> <p>3 Q When did Chase become the servicer of the</p> <p>4 loan?</p> <p>5 A I don't know the exact date.</p> <p>6 Q Do you know if it was at the same time it</p> <p>7 became the investor of the loan?</p> <p>8 A I don't know the dates.</p> <p>9 Q Is there something that you could look at</p> <p>10 that will tell you when Chase became the servicer of</p> <p>11 the loan?</p> <p>12 A Yes.</p> <p>13 Q What is that?</p> <p>14 A Our servicing system.</p> <p>15 Q Is it the same screen as the LNTH?</p> <p>16 A No.</p> <p>17 Q What screen is that?</p> <p>18 A We have an acquisition screen.</p> <p>19 Q Did you look at the acquisition screen to</p> <p>20 prepare for your deposition today?</p> <p>21 A Yes.</p> <p>22 Q But as you sit here today, you don't recall</p> <p>23 the date that Chase became the servicer?</p> <p>24 A I didn't memorize dates.</p> <p>25 MS. CLINE: Is that something that we</p>	<p style="text-align: right;">Page 19</p> <p>1 Q Maybe you can explain what you're talking</p> <p>2 about. Sorry.</p> <p>3 A We have a request that we can pull that tells</p> <p>4 us what should be there. And I was mirroring it</p> <p>5 against what I was seeing in the imaging system.</p> <p>6 Q Okay. And that was specifically for the</p> <p>7 collateral file or for all of the documents?</p> <p>8 A Just the collateral file.</p> <p>9 Q And did you make a similar request as you did</p> <p>10 in the other case about where the loan was -- or where</p> <p>11 the collateral file was held?</p> <p>12 A The report tells me where it's held.</p> <p>13 Q Does Chase have a specific department that</p> <p>14 deals with FHA insurance?</p> <p>15 MR. VIGIL: Objection. Foundation.</p> <p>16 THE WITNESS: We have a mortgage</p> <p>17 insurance department. It's not specifically</p> <p>18 limited to FHA insurance.</p> <p>19 BY MS. CLINE:</p> <p>20 Q Do they have a different system in the</p> <p>21 mortgage insurance department than the one you reviewed</p> <p>22 in preparation for your deposition today?</p> <p>23 MR. VIGIL: Objection. Foundation.</p> <p>24 And I think that may fall outside the scope</p> <p>25 of the notice.</p>
<p style="text-align: right;">Page 18</p> <p>1 have in documents that you disclosed?</p> <p>2 MR. VIGIL: I don't know. The</p> <p>3 two -- the particular screen shot? I don't</p> <p>4 think so.</p> <p>5 BY MS. CLINE:</p> <p>6 Q Do you know if Chase became either the</p> <p>7 investor or the servicer before the association</p> <p>8 foreclosure sale in September of 2012?</p> <p>9 A I believe so, but I don't know the actual</p> <p>10 dates.</p> <p>11 Q In preparation for your deposition, did you</p> <p>12 talk to anyone besides your attorneys?</p> <p>13 A Not that I can recall.</p> <p>14 Q Did you request information from anyone in</p> <p>15 preparation for your deposition?</p> <p>16 A Just the information for the imaging and the</p> <p>17 collateral file.</p> <p>18 Q What do you mean you requested information</p> <p>19 for imaging?</p> <p>20 A To ensure that the file was completely</p> <p>21 imaged.</p> <p>22 Q Oh, you asked someone about the collateral</p> <p>23 file to make sure --</p> <p>24 A It wasn't someone. It is a screen that we</p> <p>25 look at.</p>	<p style="text-align: right;">Page 20</p> <p>1 THE WITNESS: And I'm not sure I</p> <p>2 understand the question.</p> <p>3 BY MS. CLINE:</p> <p>4 Q Before we were talking about whether or not</p> <p>5 there had been a claim made against the FHA insurance</p> <p>6 and you said -- I believe -- that you did not see any</p> <p>7 evidence of one; is that correct?</p> <p>8 A That is correct.</p> <p>9 Q I'm just wondering if there is another system</p> <p>10 or place where information would be stored about claims</p> <p>11 made.</p> <p>12 A Not that I'm aware of.</p> <p>13 Q Has there ever been an assignment of the deed</p> <p>14 of trust to HUD?</p> <p>15 A Not that I'm aware of.</p> <p>16 Q When you were looking at the file, did you</p> <p>17 see any communications with the borrower about the</p> <p>18 association, rescission lien, or foreclosure?</p> <p>19 A I believe there was a letter sent to the</p> <p>20 borrower.</p> <p>21 MS. CLINE: Let me go ahead and mark</p> <p>22 this as Exhibit 9.</p> <p>23 (Exhibit No. 9 marked for</p> <p>24 identification.)</p> <p>25 BY MS. CLINE:</p>

<p style="text-align: right;">Page 21</p> <p>1 Q Do you recognize that document?</p> <p>2 MR. VIGIL: Actually, for purposes of</p> <p>3 the record, are you skipping over 7 and 8?</p> <p>4 Or do you want to mark 7 and 8 and just talk</p> <p>5 about 9, and then work your way back?</p> <p>6 MS. CLINE: I can just come back to</p> <p>7 them, if that's okay. They are already</p> <p>8 marked.</p> <p>9 MR. VIGIL: Yes, that's fine.</p> <p>10 BY MS. CLINE:</p> <p>11 Q Do you recognize Exhibit 9?</p> <p>12 A Yes.</p> <p>13 Q What is that?</p> <p>14 A It's a letter that was sent to Delaine</p> <p>15 Harned.</p> <p>16 Q And why was it sent to Delaine Harned?</p> <p>17 MR. VIGIL: Objection to the extent</p> <p>18 that calls for a legal conclusion.</p> <p>19 THE WITNESS: The letter states that:</p> <p>20 "Paradise Court alleged your scheduled</p> <p>21 association fees and/or assessments are</p> <p>22 delinquent and now due in the amount of</p> <p>23 \$3,626.90 through March 2012. You are</p> <p>24 responsible for paying those fees. If the</p> <p>25 association proceeds with foreclosure, your</p>	<p style="text-align: right;">Page 23</p> <p>1 A Yes. The last two pages are the ledger that</p> <p>2 we received.</p> <p>3 Q When was the ledger received?</p> <p>4 A I don't remember what date the ledger was</p> <p>5 received, but it's dated January 13, 2012.</p> <p>6 Q Do you recognize the fax number up at the</p> <p>7 top?</p> <p>8 MR. VIGIL: And for the record, are we</p> <p>9 looking at Chase-CRC 0231?</p> <p>10 MS. CLINE: Correct.</p> <p>11 THE WITNESS: No, I don't recognize the</p> <p>12 fax number.</p> <p>13 BY MS. CLINE:</p> <p>14 Q Can you turn to the page right before that.</p> <p>15 Do you see where it says requester?</p> <p>16 A Yes.</p> <p>17 Q Do you know who that is on that line?</p> <p>18 A No, ma'am.</p> <p>19 Q Does Frank Napoli work for Chase?</p> <p>20 A I don't know who Mr. Napoli is.</p> <p>21 Q Do you know who the Prudential Americana</p> <p>22 Group is?</p> <p>23 A No, ma'am.</p> <p>24 Q Can you go back to the first page that's</p> <p>25 Bates stamped Chase-CRC 0226. Do you recognize this</p>
<p style="text-align: right;">Page 22</p> <p>1 unit may be sold and you may lose your home.</p> <p>2 Additional failure to pay these fees</p> <p>3 violates the terms of your mortgage with</p> <p>4 Chase. You must take immediate action to</p> <p>5 correct this situation."</p> <p>6 BY MS. CLINE:</p> <p>7 Q Do you know if there were any other letters</p> <p>8 to the borrower besides this one about the association?</p> <p>9 A Not that I've seen.</p> <p>10 Q Do you know if the borrower ever responded to</p> <p>11 this letter?</p> <p>12 A I'm not aware that they responded to Chase in</p> <p>13 any way.</p> <p>14 Q What triggered this letter?</p> <p>15 A There was a notice from a third party.</p> <p>16 Q What do you mean "a notice from a third</p> <p>17 party"?</p> <p>18 A We received a document with a breakdown or</p> <p>19 what looked like a ledger.</p> <p>20 MS. CLINE: Let me mark this as exhibit</p> <p>21 10.</p> <p>22 (Exhibit No. 10 marked for</p> <p>23 identification.)</p> <p>24 BY MS. CLINE:</p> <p>25 Q Do you recognize these records?</p>	<p style="text-align: right;">Page 24</p> <p>1 document?</p> <p>2 A It appears to be a cover sheet.</p> <p>3 Q Who is California Reconveyance Company?</p> <p>4 A They were the firm that handled our</p> <p>5 foreclosures in the state of California.</p> <p>6 Q Did California Reconveyance Company handle a</p> <p>7 foreclosure for the property related to the deed of</p> <p>8 trust that we marked as Exhibit 2?</p> <p>9 MR. VIGIL: Objection. Vague.</p> <p>10 THE WITNESS: I believe they did.</p> <p>11 BY MS. CLINE:</p> <p>12 Q Can you turn to the next page. Do you</p> <p>13 recognize this document?</p> <p>14 A It is the Notice of Foreclosure Sale.</p> <p>15 Q Do you know why this is -- was this document</p> <p>16 included in Chase's business records that you reviewed?</p> <p>17 A I was provided a copy to review, yes.</p> <p>18 Q Do you know what was redacted at the top?</p> <p>19 A No, ma'am.</p> <p>20 Q Do you see partway down where in the middle</p> <p>21 paragraph where it says, "property known as: 1076</p> <p>22 Slate Crossing"?</p> <p>23 A Where it's underlined?</p> <p>24 Q Yes.</p> <p>25 A Yes.</p>

<p style="text-align: right;">Page 25</p> <p>1 Q Do you know who underlined that?</p> <p>2 A <b>No, ma'am.</b></p> <p>3 Q Can you turn to the next page, please. Have</p> <p>4 you reviewed this document?</p> <p>5 A <b>It is the Notice of Foreclosure Sale.</b></p> <p>6 Q Is this something that was in Chase's</p> <p>7 business records?</p> <p>8 A <b>Yes.</b></p> <p>9 Q Do you know what the stamp "Customer Request</p> <p>10 Management" means?</p> <p>11 A <b>It's a date stamp for when items are</b></p> <p>12 <b>received.</b></p> <p>13 Q And is Customer Request Management someplace</p> <p>14 within Chase?</p> <p>15 A <b>I never actually heard that name, but that is</b></p> <p>16 <b>the stamp that we tell what date a group received a</b></p> <p>17 <b>document.</b></p> <p>18 Q Would that be the date that Chase received</p> <p>19 the document?</p> <p>20 A <b>It should be, yes.</b></p> <p>21 Q Do you know what the 21 is?</p> <p>22 A <b>No, ma'am.</b></p> <p>23 Q Do you know what was underneath the 21, if</p> <p>24 there was something underneath the 21?</p> <p>25 A <b>I don't know.</b></p>	<p style="text-align: right;">Page 27</p> <p>1 <b>exactly what the policy was at the time.</b></p> <p>2 Q Is there any written documentation of what</p> <p>3 the policies and procedures were at that time?</p> <p>4 <b>MR. VIGIL:</b> Objection. Foundation.</p> <p>5 <b>THE WITNESS:</b> I believe there are</p> <p>6 written documents.</p> <p>7 <b>BY MS. CLINE:</b></p> <p>8 Q And where would those documents be located in</p> <p>9 Chase's business records?</p> <p>10 A <b>They would -- as we have used business</b></p> <p>11 <b>records before where I reviewed, they wouldn't be</b></p> <p>12 <b>located in the business records such as our systems.</b></p> <p>13 <b>We have a system that contains policies and procedures.</b></p> <p>14 Q Does that system have a specific name?</p> <p>15 A <b>Our current system is called Info Source.</b></p> <p>16 <b>But, again, with things changing, I can't say that that</b></p> <p>17 <b>is what they were using at the time of this</b></p> <p>18 <b>foreclosure.</b></p> <p>19 Q Do you know if there was another system</p> <p>20 before Info Source that would have stored policies and</p> <p>21 procedures?</p> <p>22 A <b>I'm not aware.</b></p> <p>23 Q If you would look at Exhibit 7, do you</p> <p>24 recognize that document?</p> <p>25 A <b>It is the Loan Policy of Title Insurance,</b></p>
<p style="text-align: right;">Page 26</p> <p>1 Q Do you know what was redacted at the top?</p> <p>2 A <b>No, ma'am.</b></p> <p>3 Q If you look on page Chase-CRC 229, do you</p> <p>4 know what was redacted from that page?</p> <p>5 A <b>No, ma'am.</b></p> <p>6 Q Besides sending a letter to the borrower, did</p> <p>7 you take any other action after receiving the breakdown</p> <p>8 for the ledger?</p> <p>9 <b>MR. VIGIL:</b> Objection. Vague and</p> <p>10 overly broad.</p> <p>11 <b>THE WITNESS:</b> Not that I'm aware of.</p> <p>12 <b>BY MS. CLINE:</b></p> <p>13 Q Did Chase make any attempts to pay the</p> <p>14 association?</p> <p>15 A <b>Not that I'm aware of.</b></p> <p>16 Q Did Chase make any attempts to pay NAS?</p> <p>17 A <b>Not that I'm aware of.</b></p> <p>18 Q Did Chase file any civil or administrative</p> <p>19 actions challenging the foreclosure or the lien itself?</p> <p>20 A <b>Not that I'm aware of.</b></p> <p>21 Q Did Chase have a policy and procedure</p> <p>22 regarding what to do when it received a notice of sale</p> <p>23 from a homeowners association?</p> <p>24 A <b>There were policies and procedures. But as I</b></p> <p>25 <b>explained earlier they were influx, so I don't know</b></p>	<p style="text-align: right;">Page 28</p> <p>1 <b>which is Chicago Title Insurance Company.</b></p> <p>2 Q And is that related to the address we</p> <p>3 identified as Exhibit 2?</p> <p>4 A <b>Yes.</b></p> <p>5 Q Do you know when Chase obtained it?</p> <p>6 <b>MR. VIGIL:</b> Objection. Vague.</p> <p>7 <b>THE WITNESS:</b> The date on the LSI</p> <p>8 titled Agency, Inc., page shows May 14,</p> <p>9 2008.</p> <p>10 <b>BY MS. CLINE:</b></p> <p>11 Q Is that the same date that the deed of trust</p> <p>12 was originated or recorded?</p> <p>13 <b>MR. VIGIL:</b> Objection. Compound.</p> <p>14 <b>MS. CLINE:</b> Let me ask that</p> <p>15 differently.</p> <p>16 <b>BY MS. CLINE:</b></p> <p>17 Q Was this title insurance obtained in</p> <p>18 conjunction with the origination of the loan?</p> <p>19 A <b>I believe it was, yes.</b></p> <p>20 Q If you would look at Exhibit No. 8, please.</p> <p>21 Do you recognize that document?</p> <p>22 A <b>It's the Trustee's Sale Guarantee from First</b></p> <p>23 <b>American Title Insurance Company.</b></p> <p>24 Q Do you know when this trustee's sale</p> <p>25 guarantee was obtained?</p>

<p style="text-align: right;">Page 29</p> <p>1       <b>MR. VIGIL:</b> Objection. Vague. 2       <b>THE WITNESS:</b> The date of the guarantee 3       states November 10, 2011. 4       <b>BY MS. CLINE:</b> 5       Q   Do you know if there were any date downs? 6       A   <b>Date downs, I don't understand.</b> 7       Q   Do you know if there were any 8       supplemental -- if there was any supplemental 9       information provided by the title insurance company? 10       <b>MR. VIGIL:</b> Objection. Vague. 11       Actually, while she's looking, this 12       particular exhibit looks like there may be a 13       second trustee sale guarantee near the back 14       which is labeled Chase-CRC 199 through 203 15       or it may be extraneous pages or something. 16       <b>MS. CLINE:</b> It kind of looks like that 17       they may be duplicates of the first pages. 18       <b>MR. VIGIL:</b> They look like extraneous 19       records to me. 20       <b>MS. CLINE:</b> Let's go off the record for 21       a second. 22       (Off the record.) 23       <b>BY MS. CLINE:</b> 24       Q   Before we went off the record, we were 25       talking about Exhibit No. 8. And Exhibit No. 8 goes</p>	<p style="text-align: right;">Page 31</p> <p>1       <b>BY MS. CLINE:</b> 2       Q   Is that the same for the next endorsement 3       which is the document Bates stamped Chase-CRC 0197 4       through 0198? Those are outside of the scope as far as 5       timing. 6       <b>MR. VIGIL:</b> Yes. I'm sorry. Same 7       objection. 8       <b>BY MS. CLINE:</b> 9       Q   Do you know when the endorsement was -- the 10       second endorsement was obtained? 11       A   <b>By obtained, do you mean issue or effective?</b> 12       Q   Issued? 13       A   <b>Issued, 10/8/2012.</b> 14       Q   And that is on the page Bates stamped Chase 15       0196? 16       A   <b>Yes.</b> 17       Q   And then there's another one after that on 18       0197 to 0198. When was that issued? 19       A   <b>On Chase-CRC 198 it shows the issue date of</b> 20       <b>12/10/2012.</b> 21       Q   Did Chase attend the foreclosure sale -- the 22       association foreclosure sale? 23       A   <b>Not that I'm aware of.</b> 24       Q   And what type of transaction did Chase obtain 25       an interest in the property?</p>
<p style="text-align: right;">Page 30</p> <p>1       from Chase-CRC 0181 through 0203, and I think we 2       determined that 0199 through 0203 are identical to the 3       pages Bates stamped 0181 through 0185. 4       What I want to do is turn to the pages Bates 5       stamped Chase-CRC 0195 and 196. Do you know what this 6       document is? 7       A   <b>It's an endorsement.</b> 8       Q   Do you see on page 0195, Exception No. 6? 9       A   <b>Yes.</b> 10       Q   And does that reference the homeowners 11       association lien and sale and the foreclosure date? 12       A   <b>It references a notice of default and</b> 13       <b>election to sell under the terms of the above</b> 14       <b>homeowners association assessment lien. The notice of</b> 15       <b>homeowners association sale executed by Nevada</b> 16       <b>Association Services and there is a paragraph that</b> 17       <b>states the effect of the foreclosure deed executed by</b> 18       <b>Nevada Association of Services as agent for Paradise</b> 19       <b>Court.</b> 20       <b>MR. VIGIL:</b> And, just briefly, I'll 21       object based on foundation because the date 22       of this document appears to be outside the 23       timeframe set forth in the deposition 24       notice. 25       <b>MS. CLINE:</b> That's fair.</p>	<p style="text-align: right;">Page 32</p> <p>1       <b>MR. VIGIL:</b> Objection. Foundation and 2       vague. 3       <b>THE WITNESS:</b> And I didn't understand 4       the question. 5       <b>BY MS. CLINE:</b> 6       Q   How did Chase obtain its interest in the 7       property as the investor? 8       <b>MR. VIGIL:</b> Same objections. 9       <b>THE WITNESS:</b> They purchased the loan 10       from Venta or Venta Mortgage. 11       <b>BY MS. CLINE:</b> 12       Q   How much did they pay? 13       A   <b>I don't know.</b> 14       Q   And who would know that? 15       A   <b>I would just -- maybe someone in our sales</b> 16       <b>and acquisitions department.</b> 17       Q   Do you know the name of anyone that works 18       there? 19       A   <b>Not off the top of my head, no.</b> 20       Q   Where would you look to find that? 21       A   <b>In our phone directory.</b> 22       Q   What did you do to prepare for topic number 23       four? 24       <b>MR. VIGIL:</b> And that's going to Exhibit 25       No. 1, the deposition notice?</p>

<p style="text-align: right;">Page 33</p> <p>1 MS. CLINE: Yes.</p> <p>2 THE WITNESS: I reviewed our servicing</p> <p>3 system and documents that were available.</p> <p>4 BY MS. CLINE:</p> <p>5 Q What do you mean documents that were</p> <p>6 available?</p> <p>7 A I believe we had some origination documents</p> <p>8 on our I-VAULT system that spoke to the transaction of</p> <p>9 the loan.</p> <p>10 Q Is that something that you have produced or</p> <p>11 that you've given to your attorney for him to produce?</p> <p>12 MR. VIGIL: Objection. Foundation.</p> <p>13 THE WITNESS: I don't know whether</p> <p>14 they've received them or produced them.</p> <p>15 BY MS. CLINE:</p> <p>16 Q Is there a specific document or documents</p> <p>17 that you reviewed that told you about the transaction</p> <p>18 for which JPMorgan Chase obtained its interest in the</p> <p>19 property?</p> <p>20 A They would have just -- simply the documents</p> <p>21 in the origination package.</p> <p>22 Q When we talked earlier about the origination</p> <p>23 package, you mentioned the mortgage, the note,</p> <p>24 assignments, and allonges. Are those the documents</p> <p>25 that you're talking about or is there some other type</p>	<p style="text-align: right;">Page 35</p> <p>1 provide those to your counsel?</p> <p>2 A (Nodding head.)</p> <p>3 Q Sorry. Is that a yes?</p> <p>4 A Yes.</p> <p>5 MR. VIGIL: Object. I will interpose a</p> <p>6 foundation objection. But I'm also taking</p> <p>7 notice.</p> <p>8 BY MS. CLINE:</p> <p>9 Q Are you aware of any other entities besides</p> <p>10 Chase that currently claim an interest in the first</p> <p>11 deed of trust?</p> <p>12 MR. VIGIL: Objection. Foundation.</p> <p>13 THE WITNESS: I'm aware that Chase does</p> <p>14 and the FHA insures the loan. But I'm not</p> <p>15 aware of anybody who claims an interest in</p> <p>16 the deed of trust.</p> <p>17 BY MS. CLINE:</p> <p>18 Q So Chase is the investor. Does Freddie Mac</p> <p>19 have any interest in this loan?</p> <p>20 A Not that I'm aware of.</p> <p>21 Q Does Fannie Mae have any interest in this</p> <p>22 loan?</p> <p>23 A Not that I'm aware of.</p> <p>24 Q Do you know of any federal agency that has an</p> <p>25 interest in the loan?</p>
<p style="text-align: right;">Page 34</p> <p>1 of document that would be included that would tell you</p> <p>2 how Chase obtained its interest?</p> <p>3 MR. VIGIL: Objection. Foundation.</p> <p>4 THE WITNESS: The documents you listed</p> <p>5 were related to the collateral file. There</p> <p>6 are other documents for origination that are</p> <p>7 not within the collaterals.</p> <p>8 BY MS. CLINE:</p> <p>9 Q What other documents?</p> <p>10 A There's the --</p> <p>11 MR. VIGIL: Also, objection. I think</p> <p>12 those documents are beyond the scope of the</p> <p>13 notice, but you can answer.</p> <p>14 MS. CLINE: I'm only asking because I</p> <p>15 am trying to find out what documents she</p> <p>16 reviewed in relation to topic number four.</p> <p>17 MR. VIGIL: Sure. Yes, I understand</p> <p>18 the purpose of the question, but I'm</p> <p>19 interposing the objection and you can</p> <p>20 respond.</p> <p>21 THE WITNESS: There should -- I believe</p> <p>22 there was sales documents available in the</p> <p>23 imaging system.</p> <p>24 BY MS. CLINE:</p> <p>25 Q If you haven't already, can you please</p>	<p style="text-align: right;">Page 36</p> <p>1 A The only two people I know that have any</p> <p>2 interest are the Chase and the FHA insurer.</p> <p>3 Q Okay. Is there a point of services agreement</p> <p>4 applicable to this loan?</p> <p>5 A No.</p> <p>6 Q Are there servicing guidelines that are</p> <p>7 applicable to this loan?</p> <p>8 A I'm sorry. Repeat the question, please.</p> <p>9 (Record read.)</p> <p>10 THE WITNESS: Chase would have</p> <p>11 servicing guidelines.</p> <p>12 BY MS. CLINE:</p> <p>13 Q Do any of those guidelines -- and maybe this</p> <p>14 is something we covered before with the policies and</p> <p>15 procedures. But at the time of the association</p> <p>16 foreclosure sale, did Chase have any servicing</p> <p>17 guidelines that were applicable to dealing with the</p> <p>18 association needs?</p> <p>19 MR. VIGIL: I'll object to that as</p> <p>20 being asked and answered. You can --</p> <p>21 THE WITNESS: The servicing guidelines</p> <p>22 and the policies and procedures would have</p> <p>23 been one in the same.</p> <p>24 BY MS. CLINE:</p> <p>25 Q Thank you. And, in your review of the file,</p>



<p>Page 37</p> <p>1 did you see any communications between Chase and any 2 other party to this litigation that mentions the 3 association's lien, assessments, or foreclosure? I 4 guess that is besides the letter to the borrower. 5 <b>A I'm not aware of any other communications.</b> 6 Q I may have asked this one. But has Chase 7 communicated with FHA about the association's 8 foreclosure sale? 9 <b>A Not that I'm aware of.</b> 10 Q Has Chase communicated with HUD about the 11 association's foreclosure sale? 12 <b>A Not that I'm aware of.</b> 13 Q Were there any internal communications in the 14 business records that mention the association's lien, 15 delinquent association assessments or the association 16 foreclosure sale that relates to the property? 17 <b>MR. VIGIL:</b> I will object to the extent 18 that may call for attorney/client 19 communications. Which will be outside of 20 the date of the scope of the notice anyway. 21 <b>BY MS. CLINE:</b> 22 Q I'm looking for -- from the origination date 23 to the time of the association foreclosure sale? 24 <b>A I believe there were notes related to the HOA</b> 25 <b>in the default notes.</b></p>	<p>Page 39</p> <p>1 <b>MS. CLINE:</b> Off the record for a 2 second. 3 (Off the record.) 4 <b>MS. CLINE:</b> Okay. Back on the record. 5 <b>BY MS. CLINE:</b> 6 Q Did Chase attempt to make any payments to the 7 homeowners association in regards to this property? 8 <b>A Not that I'm aware of.</b> 9 Q Do you know why not? 10 <b>A No.</b> 11 Q If you look at Exhibit 2, please. Are you 12 familiar with planning and development riders? 13 <b>A I have seen planning and development riders.</b> 14 Q If you look at a portion of the exhibit that 15 is Bates stamped Chase/CRC 12 and 13. Do you see the 16 document titled FHA Planned Unit Development Rider? Do 17 you see that? 18 <b>A Yes, ma'am.</b> 19 Q Do you know why this is included in the deed 20 of trust? 21 <b>MR. VIGIL:</b> Objection. Foundation. 22 <b>THE WITNESS:</b> It is per the origination 23 documents. 24 <b>BY MS. CLINE:</b> 25 Q Does paragraph C give the borrower notice</p>
<p>Page 38</p> <p>1 Q Do you know when the first note was? 2 <b>A No, ma'am.</b> 3 Q Was there more than one? 4 <b>A I didn't count them, but I would say</b> 5 <b>probably.</b> 6 Q And were those notes contained in the MSP 7 servicing system? 8 <b>A Yes.</b> 9 Q Was there a specific screen that those were 10 located on? 11 <b>A I believe it would be FORT.</b> 12 Q F-R-O -- 13 <b>A F-O-R-T.</b> 14 Q Did the homeowners association do anything 15 affirmatively to prevent Chase from paying the 16 association lien? 17 <b>MR. VIGIL:</b> Objection. Foundation. 18 <b>THE WITNESS:</b> What do you mean by 19 affirmatively? 20 <b>BY MS. CLINE:</b> 21 Q Well, I guess I could take out affirmatively. 22 In your review of the business records, did you see any 23 evidence that the homeowners association did anything 24 to prevent Chase from paying the association lien? 25 <b>A Not that I'm aware of.</b></p>	<p>Page 40</p> <p>1 that the lender may pay the association dues? 2 <b>MR. VIGIL:</b> Objection. Legal 3 conclusion. 4 <b>THE WITNESS:</b> Paragraph C states: If 5 borrower does not pay PUD dues and 6 assessments when due, the lender may pay 7 them. 8 <b>BY MS. CLINE:</b> 9 Q And if the lender does choose to pay them, 10 then those amounts will become additional debt of the 11 borrower secured by the deed of trust, correct? 12 <b>A It says, any amounts disbursed by your lender</b> 13 <b>under this paragraph C shall become additional debt of</b> 14 <b>the borrower secured by the security instrument.</b> 15 Q In your review of the file, did you see any 16 valuations? 17 <b>MR. VIGIL:</b> Objection. Vague and 18 overbroad. 19 <b>THE WITNESS:</b> I believe there was an 20 appraisal and a broker's price opinion. 21 <b>MR. VIGIL:</b> I am sorry. Did you say 22 valuations or evaluations? 23 <b>MS. CLINE:</b> Valuations. 24 <b>MR. VIGIL:</b> I withdraw my objection. 25 <b>BY MS. CLINE:</b></p>

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<p style="text-align: right;">Page 41</p> <p>1 Q I'm going to show you a document that we'll</p> <p>2 mark as Exhibit No. 11.</p> <p>3 (Exhibit No. 11 marked for</p> <p>4 identification.)</p> <p>5 <b>BY MS. CLINE:</b></p> <p>6 Q Do you recognize this document?</p> <p>7 <b>A It is the Residential Broker Price Opinion</b></p> <p>8 <b>for the property located at 1076 Slate Crossing Lane.</b></p> <p>9 Q Is this a document that was within Chase's</p> <p>10 business records?</p> <p>11 <b>A I believe that it was, yes.</b></p> <p>12 Q Do you know why it was obtained?</p> <p>13 <b>MR. VIGIL:</b> Objection. Vague and</p> <p>14 foundation.</p> <p>15 <b>THE WITNESS:</b> No.</p> <p>16 <b>BY MS. CLINE:</b></p> <p>17 Q Do you know when it was obtained?</p> <p>18 <b>MR. VIGIL:</b> Same objection.</p> <p>19 <b>THE WITNESS:</b> February 25, 2012.</p> <p>20 <b>BY MS. CLINE:</b></p> <p>21 Q Was this loan ever considered for a short</p> <p>22 sale?</p> <p>23 <b>MR. VIGIL:</b> Objection. I think that is</p> <p>24 outside of the scope of the notice.</p> <p>25 <b>BY MS. CLINE:</b></p>	<p style="text-align: right;">Page 43</p> <p>1 couple of minutes, I think I am just about</p> <p>2 done. If we can go off the record.</p> <p>3 (Recess from 2:35 p.m. to 2:41 p.m.)</p> <p>4 <b>BY MS. CLINE:</b></p> <p>5 Q Do you know Chase's position on whether or</p> <p>6 not the first deed of trust was extinguished by the</p> <p>7 association foreclosure sale?</p> <p>8 <b>MR. VIGIL:</b> Objection. That calls for</p> <p>9 a legal conclusion.</p> <p>10 <b>THE WITNESS:</b> I'm not aware of Chase's</p> <p>11 position.</p> <p>12 <b>MS. CLINE:</b> That's it.</p> <p>13 <b>MR. VIGIL:</b> And I have no questions.</p> <p>14 (The deposition concluded at 2:41 p.m.)</p> <p>15 - - -</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 42</p> <p>1 Q If you know?</p> <p>2 <b>A I don't remember off the top of my head.</b></p> <p>3 Q Do you see under the heading Subject</p> <p>4 Marketability where it -- about halfway down -- it</p> <p>5 says, if listed, provide the broker's name?</p> <p>6 <b>A Yes.</b></p> <p>7 Q And what is the broker's name?</p> <p>8 <b>A Frank Napoli.</b></p> <p>9 Q And it says the firm that he's with is?</p> <p>10 <b>A Prudential Americana.</b></p> <p>11 Q Is that the name that we saw on the request</p> <p>12 for a breakdown? It is Exhibit 10.</p> <p>13 <b>MR. VIGIL:</b> So Exhibit 10 is this</p> <p>14 (indicating).</p> <p>15 <b>THE WITNESS:</b> The question again,</p> <p>16 please.</p> <p>17 (Record read.)</p> <p>18 <b>THE WITNESS:</b> That is the name that we</p> <p>19 saw on the document Chase-CRC 0230.</p> <p>20 <b>BY MS. CLINE:</b></p> <p>21 Q And was there an appraisal with the</p> <p>22 origination? Is that where you saw it?</p> <p>23 <b>A I believe there was an appraisal with the</b></p> <p>24 <b>origination.</b></p> <p>25 <b>MS. CLINE:</b> If we could take just a</p>	<p style="text-align: right;">Page 44</p> <p>1 <b>CERTIFICATE OF OATH</b></p> <p>2 <b>STATE OF FLORIDA</b></p> <p>3 <b>COUNTY OF DUVAL</b></p> <p>4</p> <p>5 I, Colleen C. Lee, Registered Professional</p> <p>6 Reporter, Notary Public, State of Florida, certify that</p> <p>7 SUSAN LYN NEWBY personally appeared before me on the</p> <p>8 24th day of July, 2015, and was duly sworn.</p> <p>9 Signed this 17th day of August, 2015.</p> <p>10</p> <p>11</p> <p>12</p> <p>13 Colleen C. Lee, RPR</p> <p>14 Notary Public, State of Florida</p> <p>15 Commission No.: EE123272</p> <p>16 Commission Expires: August 18, 2015</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

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1                    CERTIFICATE OF REPORTER OATH

2

3        STATE OF FLORIDA

4        COUNTY OF DUVAL

5

6                    I, Colleen C. Lee, Registered Professional  
7        Reporter, certify that I was authorized to and did  
8        stenographically report the deposition of SUSAN LYN  
9        NEWBY, pages 1 through 43; that a review of the  
10       transcript was not requested; and that the transcript  
11       is a true record of my stenographic notes.

12

13                   I further certify that I am not a relative,  
14       employee, attorney, or counsel of any of the parties,  
15       nor am I a relative or employee of any of the parties'  
16       attorneys or counsel connected with the action, nor am  
17       I financially interested in the action.

18

19                   Dated this 17th day of August, 2015.

20

21

22                   Colleen C. Lee, RPR  
23                   Registered Professional Reporter

24

25

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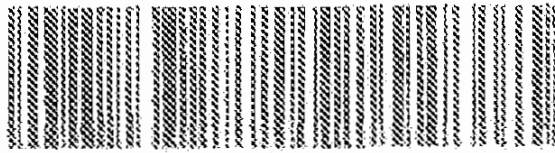
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NAS  
6224 W Desert Inn Rd  
Las Vegas, NV 89146



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NS5556

CHASE HOME FINANCE LLC  
C/O CALIFORNIA RECONVEYANCE COMPANY  
TS NO. 144017NV  
9200 OAKDALE AVENUE  
CHATSWORTH, CA 91311

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



CHASE-CRC 0226

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NAS # N55556

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**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.**

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, February 2, 2010. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 9/21/2012 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on May 18, 2004 as instrument number 0001999 BK 20040518 of official records of Clark County, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on February 5, 2010 as document number 0001923 Book 20100205 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 1076 Slate Crossing Lane #102, Henderson, NV 89002. Said property is legally described as: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Delaine L Harned


The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$5,068.57. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 3/7/2012 as instrument number 0000441 Book 20120307 in the official records of Clark County.

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

August 23, 2012

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

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

  
By: Elissa Hollander, Agent for Association and employee of  
Nevada Association Services, Inc.

# Redacted

Customer Request  
Management

AUG 31 2012

21

APN # 179-34-713-236  
Paradise Court

## NOTICE OF FORECLOSURE SALE

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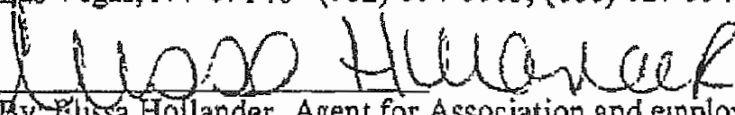
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August 23, 2012

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Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146

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

  
By: Elissa Hollander, Agent for Association and employee of  
Nevada Association Services, Inc.



**Redacted**

# Nevada Association Services, Inc.

6224 W. Desert Inn Rd.  
Las Vegas, Nevada 89146  
702/804-8885 FAX 702/222-2269  
775/322-8005 FAX 775/322-8009

## AUTHORIZATION TO RELEASE INFORMATION

It is Nevada Association Services, Inc.'s policy that we require authorization from the homeowner to provide account information. Please forward this completed document, signed by the owner of record to our office.

**PLEASE BE ADVISED THAT PAYOFFS WILL NOT BE SUPPLIED**  
**UNTIL THIS FORM IS RETURNED TO NAS**

Requestor: FRANK NAPOLI - PRUDENTIAL AMERICAN GROUP REALTORS

Homeowner name: DELAINE HARNEED

Property Address: 10716 SLATE CROSSING LN #2 HEN, NV 89002

DeLaine R Harneed  
Homeowner Signature

1/11/12  
Date

This authorization is valid through 2/30/12  
Date

Please call 702/804-8885 or 775/322/8005 if you have problems with this transmission.  
"Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose."



Nevada Association Services  
 6224 W. Desert Inn Road, Suite A  
 Las Vegas, NV 89146  
 Phone: (702) 804-8885  
 Fax: (702) 804-8887  
 Toll Free: (888) 627-5544

January 13, 2012

Prudential Americans Group  
 Via E-mail

RE: 1076 Slate Crossing Lane #102  
 Paradise Court / Delaine Harned  
 NAS # N55556

Dear Frank:

In response to your request for payoff amount on the above referenced matter, the following is a demand for payoff.

Total Assessments Due	\$3,125.00
Total Late Fees Due	\$210.00
Interest Due	\$0.00
Mgmt Intent to Lien	\$50.00
Misc: Advanced Assessment	\$95.00
Management Co. Fee/ Admin Fee	\$200.00
Transfer Fee	\$250.00
Demand Letter	\$135.00
Notice of Delinquent Assessment	
Lien/Violations Lien	\$325.00
Release of Notice of Delinquent	
Assessment Lien/Violations Lien	\$30.00

Mailing Costs	\$19.40
Mailing Fees	\$16.00
Recording Costs	\$31.00
Intent to Notice of Default	\$75.00
Payment Plan Fee	\$30.00
Prior Escrow Demand Fee	\$150.00
Posting & Publication Cost	\$0.00
Credits	(\$1,755.00)
Balance	\$3,011.40

This mortgage demand will expire on February 10, 2012. This mortgage demand may not include all management company transfer or document preparation fees, or other fees and costs. You must contact the management company directly for these additional amounts. This form is not to be used through escrow.

Please note that if this is going to be paid through escrow, there will be additional fees owed. Please have the title company contact Nevada Association Services directly..

Payment should be made payable to Nevada Association Services.

Sincerely,

Yolanda Erskine  
 Nevada Association Services, Inc.

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**Harned, Delaine**

1076 Slute Crossing Lane #102

**Paradise Court**

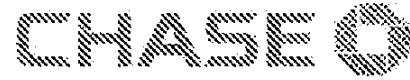
Account No.: 56

NAS #N55556

Assessments, Late Fees, Interest,  
Attorneys Fees & Collection Costs

	Amount (Monthly) Present Rate	Amount (CURRENT) NAS FEES	Amount (TOTAL) NAS COSTS
Dates of Delinquency:	6/1/2009 2/10/2012	6/1/2009 2/10/2012	6/1/2009 2/10/2012
Balance Forward	(10.00)	0.00	0.00
Assessment Amount	95.00	0.00	0.00
No. of Periods Delinquent	33	0	0
Total Assessments Due	3135.00	0.00	0.00
Late fee amount	10.00	0.00	0.00
No. of Periods Late Fees Incurred	21	0	0
Total Late Fees Due	210.00	0.00	0.00
Interest Due	0.00	0.00	0.00
Mgmt Intent to Lien	50.00	0.00	0.00
Misc. Advanced Assessment	95.00	0.00	0.00
Management Co. Fee/ Admin Fee	200.00	0.00	0.00
Transfer Fee	250.00	0.00	0.00
Demand Letter	0.00	135.00	0.00
Notice of Delinquent Assessment	0.00	325.00	0.00
Lien/Violations Lien			
Release of Notice of Delinquent	0.00	30.00	0.00
Assessment Lien/Violations Lien			
Mailing	0.00	16.00	19.40
Recording Costs	0.00	0.00	31.00
Intent to Notice of Default	0.00	75.00	0.00
Payment Plan Fee	0.00	30.00	0.00
Payment Plan Breach Letters	0.00	25.00	0.00
Escrow Demand Fee	0.00	150.00	0.00
Notice of Default Fees	0.00	0.00	0.00
Title Report	0.00	0.00	0.00
Notice of Sale Fee	0.00	0.00	0.00
Posting & Publication Cost	0.00	0.00	0.00
Courier	0.00	0.00	0.00
Postponement of Sale	0.00	0.00	0.00
Conduct Foreclosure Sale	0.00	0.00	0.00
Prepare/Record Deed	0.00	0.00	0.00
Property Transfer Tax	0.00	0.00	0.00
Subtotals	\$3930.00	\$786.00	\$50.40

	<u>Credit</u>	<u>Date</u>	
Payment to HOA	10/3/2009	(305.00)	
Payments to HOA/NAS	12/21/2010	(750.00)	
		(0.00)	
		(0.00)	
		(0.00)	
		(0.00)	
Interest		(0.00)	
Late charges		(0.00)	
Management Co		(0.00)	
		(0.00)	
NAS Fees	12/21/2010	(640.00)	
NAS Costs	12/21/2010	(60.00)	
<b>HOA TOTAL</b>		<b>3911.40</b>	



JP Morgan Chase Bank, NA  
CHF-HOA Correspondence  
3415 Vision Drive  
Mail Code: OH4-7302  
Columbus, OH 43219  
(800) 848-9136 Customer Service

May 25, 2012

Delaine L Harned  
1076 Slate Crossing Lane Unit 102  
Henderson, NV 89002

RE: 1076 Slate Crossing Lane Unit 102  
CHF LOAN # [Redacted]  
Delinquent Association Fees

Dear Valued Customer:

Paradise Court alleges your scheduled association fees and/or other assessments are delinquent and now due in the amount of \$ 3,626.90 through March 2012. You are responsible for paying these fees. If the Association proceeds with foreclosure, your unit may be sold and you may lose your home. Additionally, failure to pay these fees violates the terms of your mortgage with Chase. **YOU MUST TAKE IMMEDIATE ACTION TO CORRECT THIS SITUATION.**

If you do not take action to correct this situation, Chase may initiate the appropriate action(s) needed to bring your account current with your association pursuant to the terms of your mortgage. If Chase advances any funds or incurs any expenses associated with this claim, you will be responsible for reimbursing Chase the amount of the advances and the expenses.

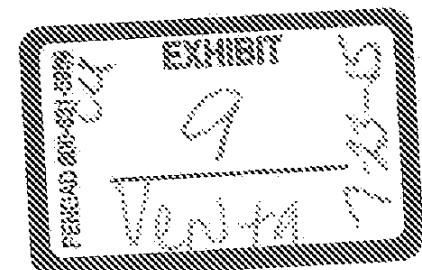
Chase could also foreclose on your mortgage. Failure to pay the association fees and/or other assessments constitutes a violation of the terms of your mortgage. Please contact their office today.

Nevada Association Services  
6224 W Desert Inn Rd.  
Las Vegas, NV 89146  
702-804-8885

In order to ensure that the Association does not foreclose on your property; please contact them immediately to verify whether you are delinquent in your payments and to satisfy the debt. If this matter has already been resolved, you may disregard this notice.

Sincerely,

Default Research  
Condo / HOA / Co-op



CERTIFICATE OF REPORTER OATH

STATE OF FLORIDA

COUNTY OF DUVAL

I, Colleen C. Lee, Registered Professional  
Reporter, certify that I was authorized to and did  
stenographically report the deposition of SUSAN LYN  
NEWBY, pages 1 through 43; that a review of the  
transcript was not requested; and that the transcript  
is a true record of my stenographic notes.

I further certify that I am not a relative,  
employee, attorney, or counsel of any of the parties,  
nor am I a relative or employee of any of the parties'  
attorneys or counsel connected with the action, nor am  
I financially interested in the action.

Dated this 17th day of August, 2015.

*Colleen C. Lee*

Colleen C. Lee, RPR  
Registered Professional Reporter

Ex. 1-P

# EXHIBIT 1-P

Ex. 1-P



Inst #: 201208300003067  
Fees: \$18.00  
N/C Fee: \$0.00  
08/30/2012 03:03:32 PM  
Receipt #: 1290959  
Requestor:  
CHICAGO TITLE  
Recorded By: MGM Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**RECORDING COVER PAGE**

(Must be typed or printed clearly in BLACK ink only  
and avoid printing in the 1" margins of document)

APN# 179-34-713-236

(2)

(11 digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>)

**TITLE OF DOCUMENT**  
(DO NOT Abbreviate)

Notice of foreclosure Sale

Document Title on cover page must appear EXACTLY as the first page of the  
document to be recorded.

**RECORDING REQUESTED BY:**

Chicago Title

RETURN TO: Name Chicago Title

Address 2370 Corporate Circle #100

City/State/Zip Henderson NV 89074

**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

APN # 179-34-713-236  
Paradise Court

NAS # N55556

### NOTICE OF FORECLOSURE SALE

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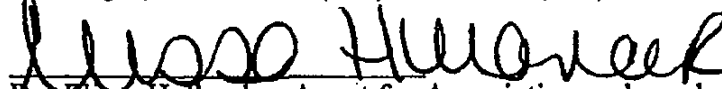
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By: Elissa Hollander, Agent for Association and employee of  
Nevada Association Services, Inc.

Ex. 1-Q

# EXHIBIT 1-Q

Ex. 1-Q

APN # 179-34-713-236  
Paradise Court

NAS # N55556

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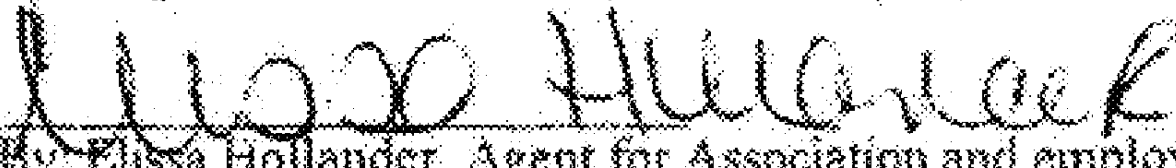
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Las Vegas, NV 89146

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

  
By: Elissa Hollander, Agent for Association and employee of  
Nevada Association Services, Inc.



Trustee's Sale Number 5556

{Attachments Here}

STATE OF NEVADA

COUNTY OF CLARK

)

)

)

ss.

The declarant, whose signature appears below, and who is an employee of Nevada Association Services, Inc., 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 date as set forth below, he/she personally served 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 with postage prepaid thereon, containing a copy of such Notice, addressed to the above named person at the address hereinabove stated.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated

**AUG 23 2012**

Signature

*Suzanne E. Puchett*



7196 9008 9111 5030 0745

**TO:**

Paradise Court  
c/o Chantal Delisle  
Real Properties Management Group  
P.O. Box 95606  
Las Vegas, NV 89193-5606

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	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

7196 9008 9111 5030 0752

**TO:**

Delaine L Harned  
1076 Slate Crossing Lane #2  
Henderson, NV 89002

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service®  
**Receipt for  
Certified Mail™**

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Do Not Use for International Mail

POSTMARK OR DATE

7196 9008 9111 5030 0769

**TO:**

Delaine L Harned  
1076 Slate Crossing Lane #102  
Henderson, NV 89002

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
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	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

7196 9008 9111 5030 0736

**TO:**

State of Nevada  
Ombudsman for Common-Interest Con  
2501 East Sahara Avenue, #102  
Las Vegas, Nevada 89104

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	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

7196 9008 9111 5030 0723

**TO:**

JPMorgan Chase Bank, N.A.  
c/o Chase Home Finance, LLC  
PO Box 79046  
Phoenix, AZ 85062-9046

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	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

7196 9008 9111 5030 0790

**TO:**

CHASE HOME FINANCE LLC  
C/O CALIFORNIA RECONVEYANCE I  
TS NO. 144017NV  
9200 OAKDALE AVENUE  
MAIL STOP CA2-4379  
CHATSWORTH, CA 91311

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	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

7196 9008 9111 5030 0806

**TO:**

MERS  
MIN Redacted  
PO BOX 2026  
FLINT, MI 48501-2026

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	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

7196 9008 9111 5030 0813

**TO:**

VENTA REALTY GROUP  
MIN Redacted  
1290 S JONES BLVD, STE 150  
LAS VEGAS, NV 89146

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	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

7196 9008 9111 5030 0783

**TO:**

CALIFORNIA RECONVEYANCE COM  
TS NO. 144017NV  
9200 OAKDALE AVENUE  
MAIL STOP CA20-4379  
CHATSWORTH, CA 91311

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	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

7196 9008 9111 5030 0776

**TO:**

REPUBLIC SERVICES  
ACCOUNT 620-4077588  
P.O. BOX 98508  
LAS VEGAS, NV 89193-8508

**SENDER:** TS No.: N55556**REFERENCE:**

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	5.21
	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



		Nevada Association Services, Inc. 6224 W. Desert Inn Road, Suite A Las Vegas, NV 89146
		Certified Article Number
		Certified Article Number
		Certified Article Number
1	1	Certified Article Number
2	2	Certified Article Number
3	3	Certified Article Number
4	4	Certified Article Number
5	5	Certified Article Number
6	6	Certified Article Number
7	7	Certified Article Number
8	8	Certified Article Number
9	9	Certified Article Number
10	10	Certified Article Number
11	11	Certified Article Number
12	12	7196 9008 9113 8030 0713 Certified Article Number
13	13	7196 9008 9113 8030 0713 Certified Article Number
14	14	7196 9008 9113 8030 0713 Certified Article Number
15	15	7196 9008 9113 8030 0713 Certified Article Number
16	16	7196 9008 9113 8030 0713 Certified Article Number
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18	18	7196 9008 9113 8030 0713 Certified Article Number
19	19	7196 9008 9113 8030 0713 Certified Article Number
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21	21	7196 9008 9113 8030 0713 Certified Article Number
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26	26	Certified Article Number
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36	36	Certified Article Number
37	37	Certified Article Number
38	38	Certified Article Number
39	39	Certified Article Number
40	40	Certified Article Number
41	41	SENDERS RECORD
42	42	
43	43	

TAYLOR, BEAN & WHITAKER MORTGAGE COR  
C/O Edward J. Peterson, III, Esq.  
Stichter, Riedel, Blair & Prosser, PA  
110 East Madison Street, Suite 200  
Tampa, FL 33602  
MIN: 100029500027531907

Stamp Here: If  
it is a certificate  
file, or for  
any copies of  
it, Postmark and  
if possible

AUG 23 2012

State of Nevada  
Ombudsman for Common-Interest Communities  
2501 East Sahara Avenue, #102  
Las Vegas, Nevada 89104

JPMorgan Chase Bank, N.A.  
do Chase Home Finance, LLC  
PO Box 79048  
Phoenix, AZ 85062-8048

VENTA REALTY GROUP  
MIN: Redacted  
1290 L. BOWEN BLVD, STE 150  
LAS VEGAS, NV 89146

MERS  
MIN: Redacted  
PO BOX 2026  
FLINT, MI 48501-2026

CHASE HOME FINANCE LLC  
C/O CALIFORNIA RECONVEYANCE COMF  
TS NO. 144017NV  
9200 OAKDALE AVENUE  
MAIL STOP: CA2-4379  
CHATSWORTH, CA 91311

CALIFORNIA RECONVEYANCE COMPAN  
TS NO. 144017NV  
9200 OAKDALE AVENUE  
MAIL STOP: CA20-4379  
CHATSWORTH, CA 91311

REPUBLIC SERVICES  
ACCOUNT 626-4077588  
P.O. BOX 99508  
LAS VEGAS, NV 89183-8508

Delaine L. Hamed  
1076 Slate Crossing Lane #102  
Henderson, NV 89002

Delaine L. Hamed  
1076 Slate Crossing Lane #2  
Henderson, NV 89002

Paradise Court  
c/o Chantal Delisle  
Real Properties Management Group  
P.O. Box 95606  
Las Vegas, NV 89193-5606

Total Number of Pieces  
Listed by Sender

Total Number of Pieces  
Received at Post Office

Postmaster, I am the employee

See Privacy Act Statement on Reverse

Ex. 1-R

# EXHIBIT 1-R

Ex. 1-R

AFFP  
P979170

## 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:

Aug 31, 2012  
Sep 07, 2012  
Sep 14, 2012

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: Sep 14, 2012

  
\_\_\_\_\_  
Rosalie Qualls

APN # 179-34-713-236 NAS # N55556 Paradise Court NOTICE OF FORECLOSURE SALE WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY, YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, February 2, 2010. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. NOTICE IS HEREBY GIVEN THAT on 9/21/2012, at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on May 18, 2004, as instrument number 0001999 BK 20040518, of official records of Clark County, Nevada Association Services, Inc., its duly appointed agent under that certain Delinquent Assessment Lien, recorded on February 5, 2010 as document number 0001923 Book 20100205 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 1076 State Crossing Lane #102, Henderson, NV 89052. Said property is legally described as: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79, official records of Clark County, Nevada. The owner(s) of said property as of the date of the recording of said lien is purported to be: Delaine L. Harrell. The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$5,068.57. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 3/7/2012 as instrument number 0000441 Book 20120307 in the official records of Clark County, Nevada. Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. August 29, 2012 Nevada Association Services, Inc. 6224 W. Desert Inn Road, Suite A Las Vegas, NV 89146 (702) 804-8885, (888) 627-8644 by: Elissa Hollander, Agent for Association and employee of Nevada Association Services, Inc. When Recorded Mail To: Nevada Association Services, Inc. 6224 W. Desert Inn Road, Suite A Las Vegas, NV 89146 P979170-B-31, 9/7, 09/14/2012

04106278 00332565

PRIORITY POSTING & PUBLISHING-2012  
17501 IRVINE BLVD, SUITE 1  
TUSTIN, CA 92780

Priority Posting & Publishing  
Order # P979170  
TS # N55556

**AFFIDAVIT OF SERVICE**

State of Nevada )  
County of Clark)

I, Jeanette Vignale, 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 **Delaine L. Harned** with a copy of the Notice of Sale, on 8/24/2012 at approximately 2:46 PM, by:

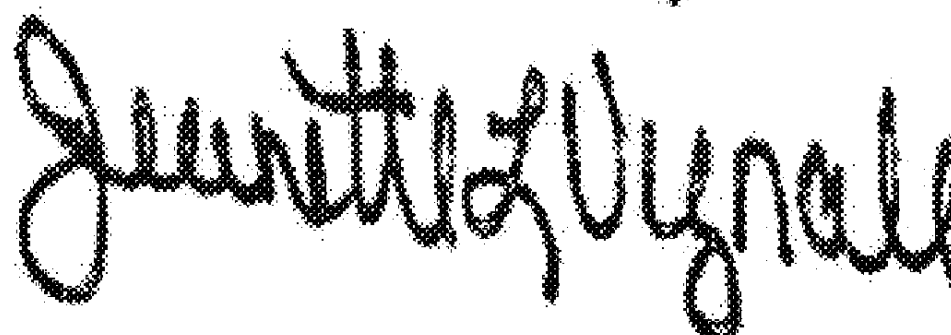
Attempting to personally serve the person(s) residing at the property, however no one answered the door, I thereafter posted a copy of the Notice of Sale on the property in the manner prescribed pursuant to NRS 107.087, in a conspicuous place on the property, upon information and belief, at least 15 days before the date of sale, which is located at:

**1076 Slate Crossing Lane Unit 102  
Henderson NV 89002**

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

Dated 8/24/2012

Nevada Legal Support Services LLC



Jeanette Vignale, 8222112  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
NV License #1711

NLN ID# 410019      82  
COUNTY OF SERVICE: CLARK  
SERVER: Jeanette Vignale



Priority Posting & Publishing  
Order # P979170  
TS # N55556

**AFFIDAVIT OF POSTING NOTICE OF TRUSTEE'S 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 8/24/2012, I posted a copy of the Notice of Trustee's Sale pursuant to NRS 107.080, concerning Trustee Sale N55556, 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

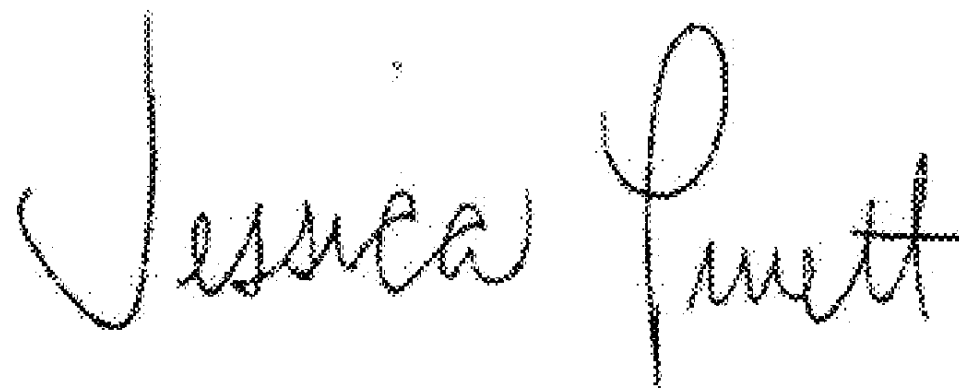
The purported owner and address of the property contained in the Notice of Trustee's Sale being:

**Delaine L. Harned, 1076 Slate Crossing Lane Unit 102, Henderson NV 89002.**

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

Dated 8/24/2012

Nevada Legal Support Services LLC



Jessica Pruett  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
NV License #1711

NLN ID# 410019      82  
COUNTY OF SERVICE: CLARK  
SERVER: Jessica Pruett  
NEVADA ASSOCIATION

Priority Posting & Publishing  
Order # P979170  
TS # N55556

**AFFIDAVIT OF POSTING NOTICE OF TRUSTEE'S SALE**

State of Nevada )  
County of Clark)

I, Jared Robinson, 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 8/24/2012, I posted a copy of the Notice of Trustee's Sale pursuant to NRS 107.080, concerning Trustee Sale N55556, 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, 280 SO. WATER ST, HENDERSON

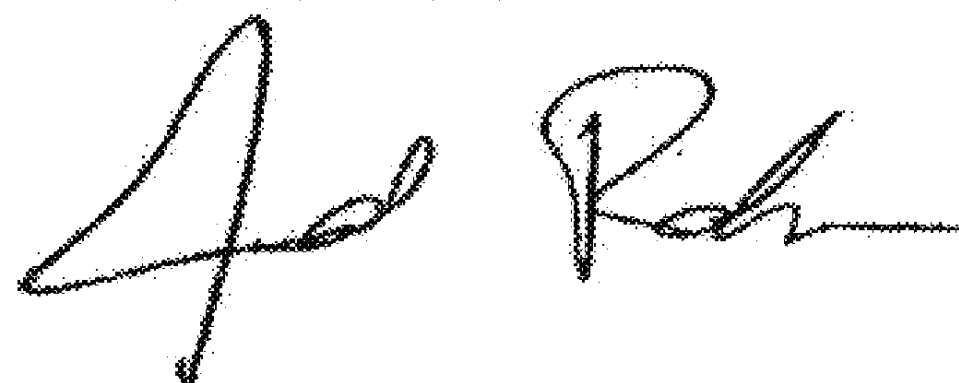
The purported owner and address of the property contained in the Notice of Trustee's Sale being:

**Delaine L. Harned, 1076 Slate Crossing Lane Unit 102, Henderson NV 89002.**

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

Dated 8/24/2012

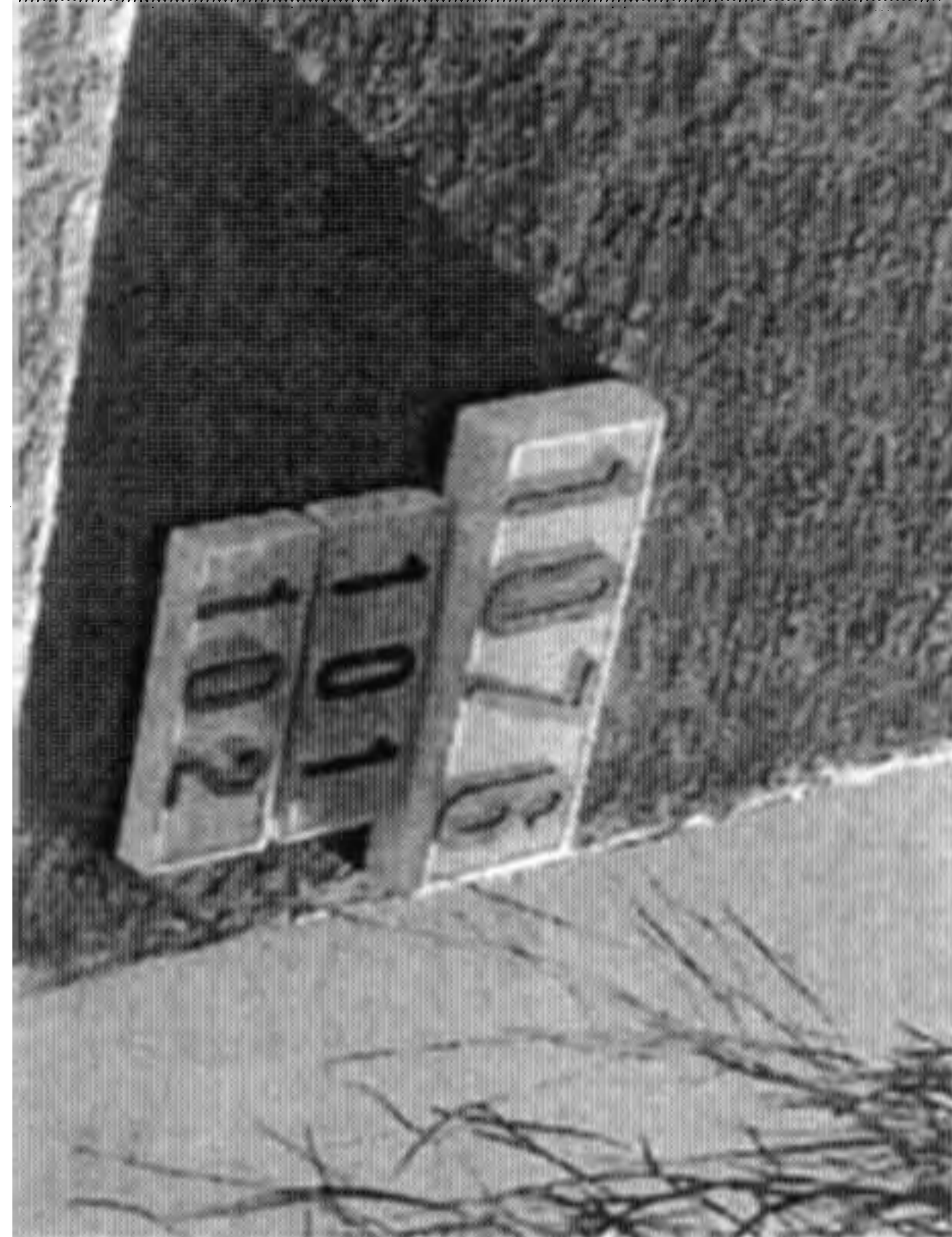
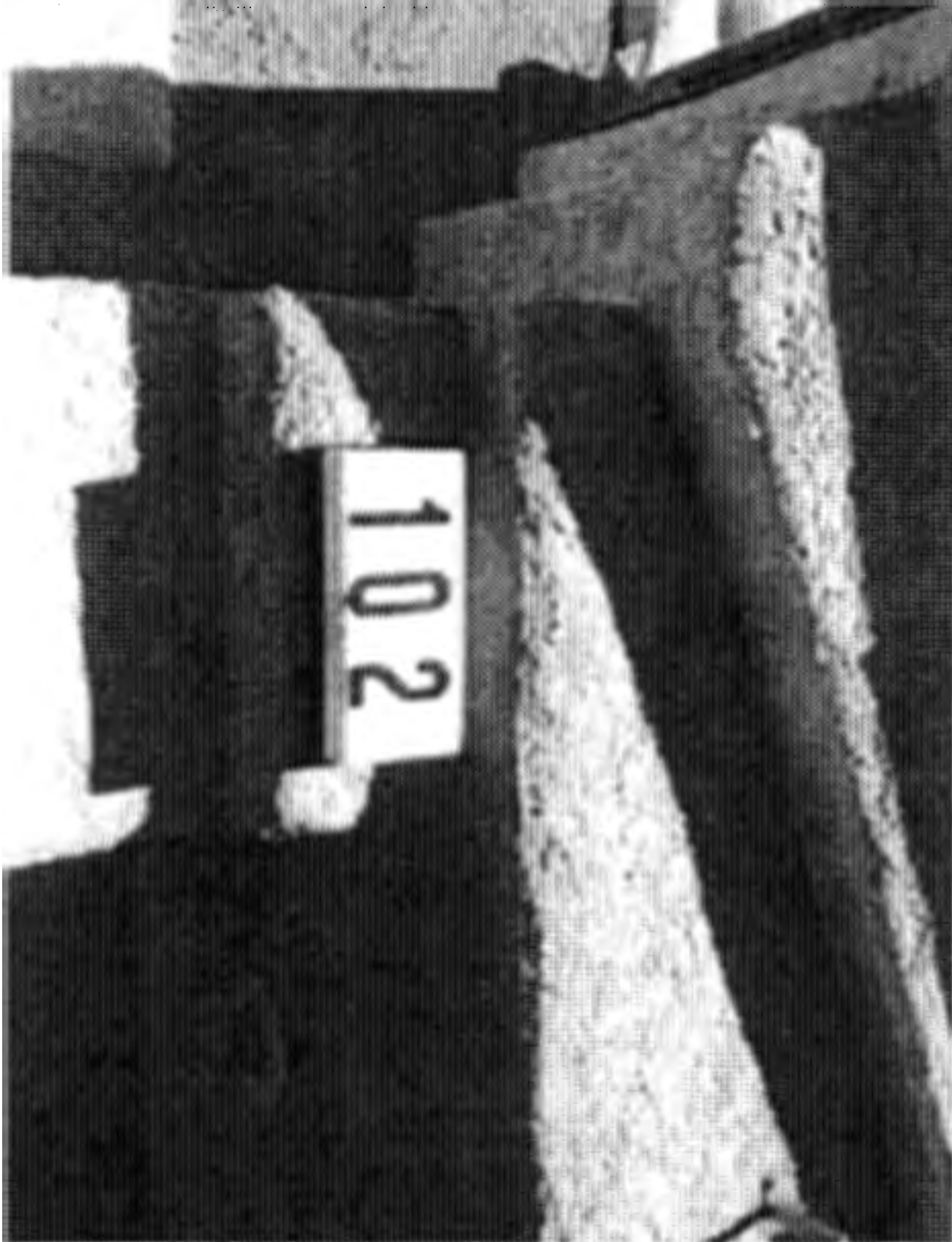
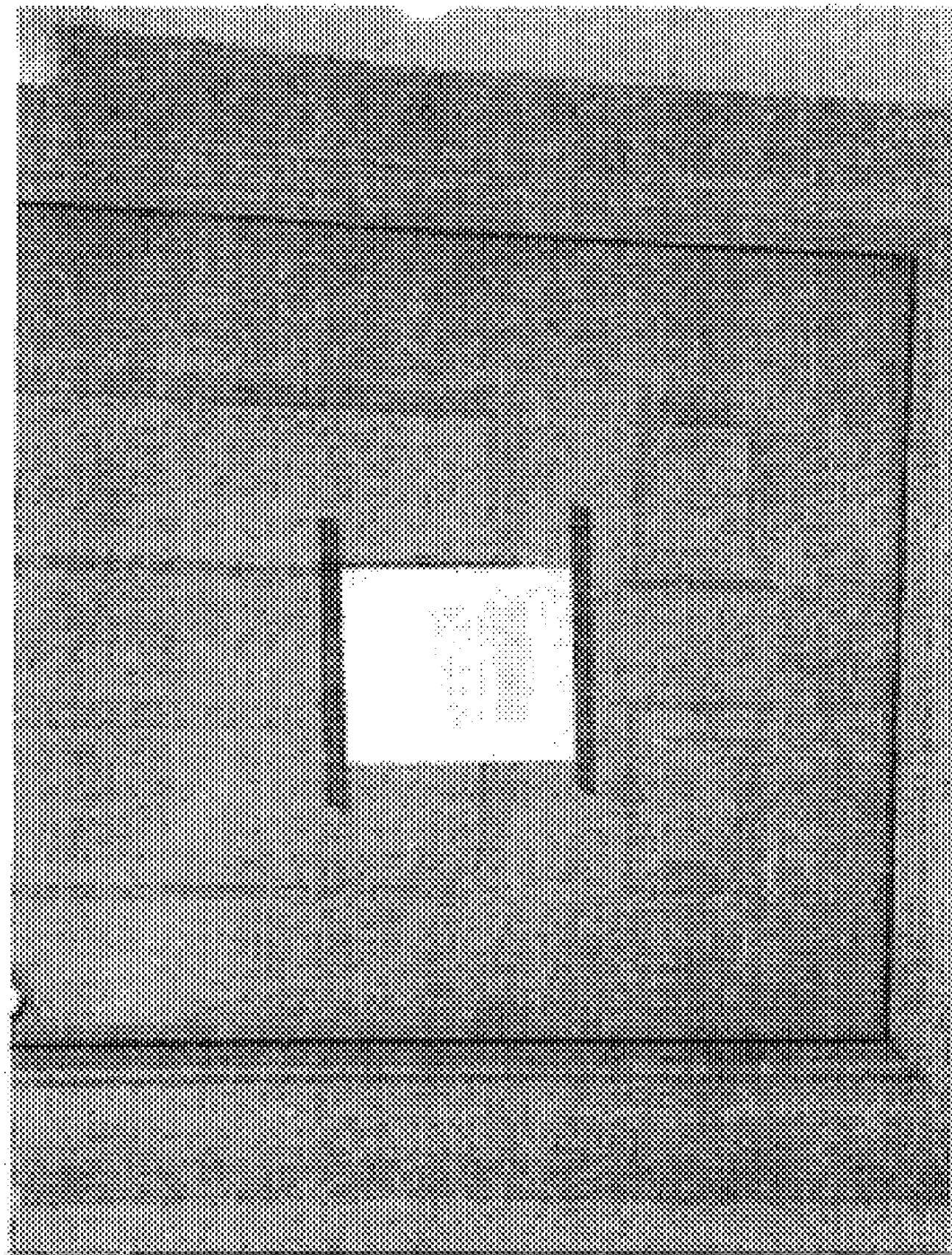
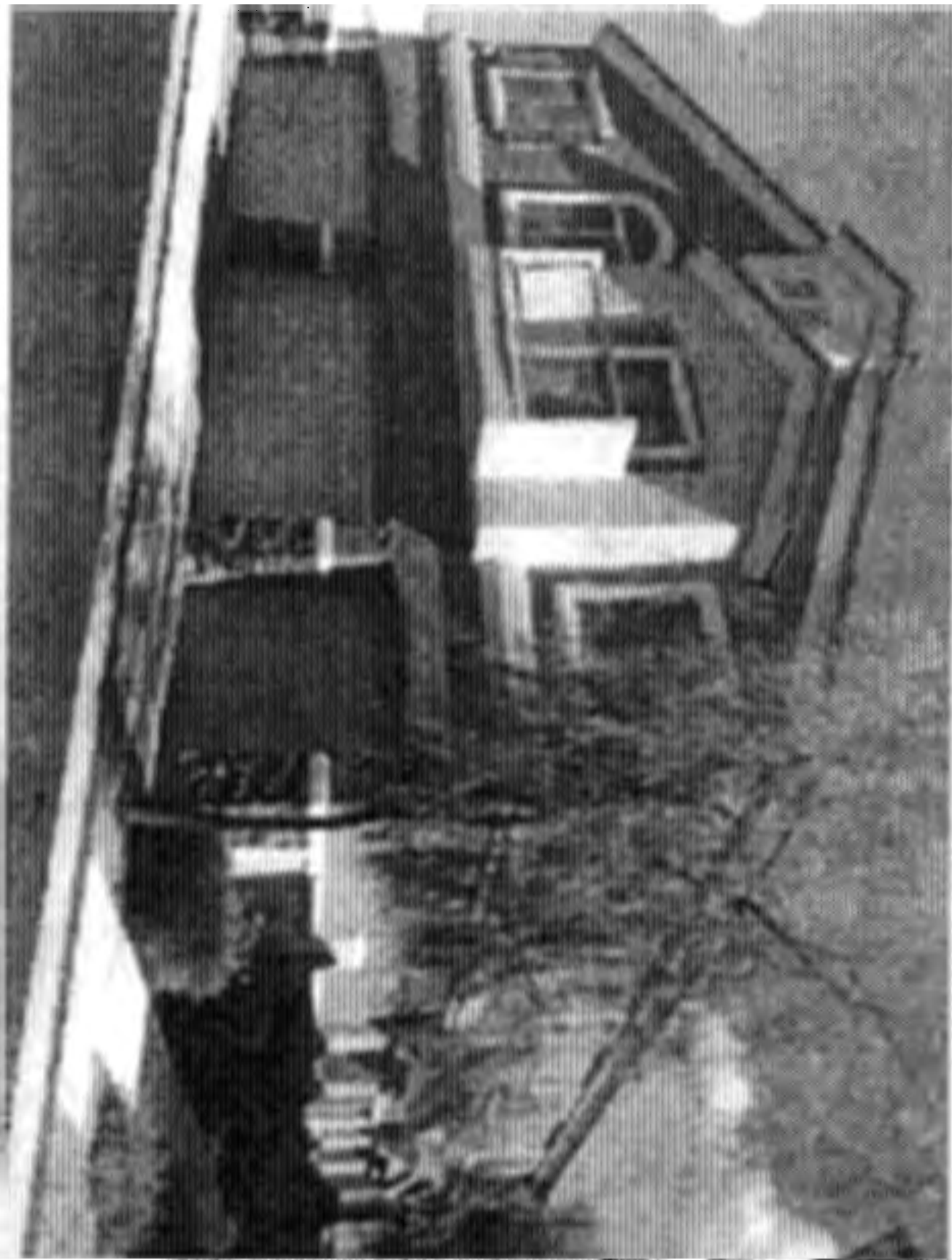
Nevada Legal Support Services LLC



Jared Robinson  
930 S. 4th Street, Suite 200  
Las Vegas, NV 89101  
(702) 382-2747  
NV License #1711

NLN ID# 410019      82  
COUNTY OF SERVICE: CLARK  
SERVER: Jared Robinson  
NEVADA ASSOCIATION





Photos taken by: Jeanette Vignale County: CLARK 36  
 Photo Date: 8/24/2012 Time: 2:46 PM NLN ID# 410019 Page 1 of 1  
 Primary Borrower: Delaine L. Harned  
 Property Address: 1076 Slate Crossing Lane Unit 102, Henderson NV 89002

Vegas Legal Support Services, Inc.  
 930 S. 4th Street, Suite 200  
 Las Vegas, NV 89101  
 (702) 382-2747 Lic. 988 & 988A

Priority Posting & Publishing Order # P979170 TS#N55556

Ex. 1-S

# EXHIBIT 1-S

Ex. 1-S



Inst #: 201210110001602

Fees: \$17.00

N/C Fee: \$0.00

10/11/2012 10:53:28 AM

Receipt #: 1339868

Requestor:

PREMIER AMERICAN TITLE

Recorded By: MAT Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RECORDING REQUESTED BY:**

National Default Servicing Corporation

**WHEN RECORDED MAIL TO:**

National Default Servicing Corporation

7720 N. 16<sup>th</sup> Street, Suite 300

Phoenix, AZ 85020

NDSC File No. : 11-34460-JP-NV

61103377

APN : 179-34-713-236

**SUBSTITUTION OF TRUSTEE**

WHEREAS, **DELAINE L. HARNED, AN UNMARRIED WOMAN** was the original Trustor(s), **LSI TITLE AGENCY** was the original Trustee and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR VENTA REALTY GROUP, DBA VENTA HOME LOANS, A NEVADA CORPORATION ITS SUCCESSORS AND ASSIGNS** was the original Beneficiary under that certain Deed of Trust dated **05/07/2008** and recorded on **05/14/2008** as Instrument No. **20080514-0005041** of the Official Records of **CLARK** County, State of **NV** and

WHEREAS, the undersigned is the present beneficiary under the said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes **NATIONAL DEFAULT SERVICING CORPORATION, An Arizona Corporation, whose address is 7720 N. 16<sup>th</sup> Street, Suite 300, Phoenix, Arizona 85020**, as Trustee under said Deed of Trust. Said Substitute Trustee is qualified to serve as Trustee under the laws of this state.

Whenever the context hereof requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

JPMorgan Chase Bank, National Association, successor by merger to

Chase Home Finance LLC

Dated : Sept 26 2012

By : Keesha Smith  
Its : Vice President

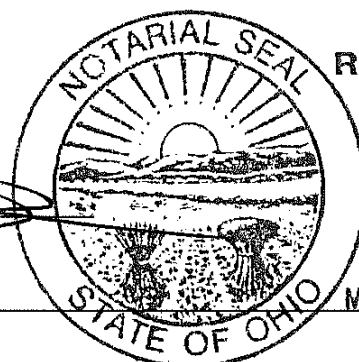
STATE OF Ohio  
COUNTY OF Franklin

On 26 Sept., 2012, before me, the undersigned, a Notary Public for said State, personally appeared Keesha Smith who personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Robert D Williams



ROBERT D WILLIAMS  
NOTARY PUBLIC

STATE OF OHIO

My Comm. Expires January 14, 2017

SFR000039

AA 445

Ex. 1-T

# EXHIBIT 1-T

Ex. 1-T

Inst #: 201210110001603

Fees: \$19.00

N/C Fee: \$0.00

10/11/2012 10:53:28 AM

Receipt #: 1339868

Requestor:

PREMIER AMERICAN TITLE

Recorded By: MAT Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 11-34460-JP-NV

Title Order No. : 61103377

APN No. : 179-34-713-236

**NOTICE OF TRUSTEE'S SALE**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 05/07/2008 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 PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

Notice is hereby given that **National Default Servicing Corporation** as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by **DELAINE L. HARNED, AN UNMARRIED WOMAN**, dated **05/07/2008** and recorded **05/14/2008** as Instrument No. **20080514-0005041** (or Book, Page) of the Official Records of **CLARK** County, State of **NV**, and pursuant to the Notice of Default and Election to Sell thereunder recorded **12/06/2010** as Instrument No. **20101206-0000317** (or Book, Page ) of said Official Records.

**Date and Time of Sale:** 12/10/2012 at 10:00 A.M.

**Place of Sale:** At the front entrance to the Nevada Legal News 930 S. 4th St., Las Vegas, NV 89101

Property will be sold at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit "A" attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

**1076 SLATE CROSSING LANE #2  
HENDERSON, NV 89002**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publications of the Notice of Sale is **\$194,703.33**. The opening bid at the time of the sale may be more or less than this amount depending on the total indebtedness owed and /or the fair market of the property.

**BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.**

Page 2

Notice of Trustee's Sale

NDSC File No. : 11-34460-JP-NV

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 10/10/2012

National Default Servicing Corporation

7720 N. 16<sup>th</sup> Street, Suite 300

Phoenix, AZ 85020

602-264-6101

Sales Line : 714-730-2727 Sales Website: [www.ndscorp.com/sales](http://www.ndscorp.com/sales)

By:



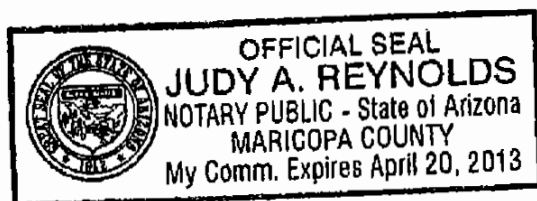
Nichole Alford, Trustee Sales Representative

State of: Arizona

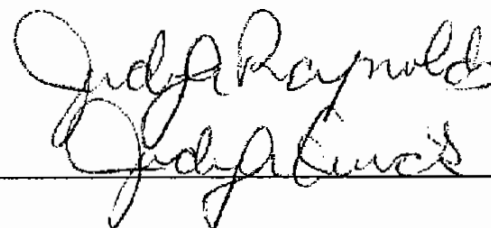
County of: Maricopa

On 10/10, 2012, before me, the undersigned, a Notary Public for said State, personally appeared Nichole Alford personally known to me be (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 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.

WITNESS my hand and official seal,



Signature



Chase/CRC 33

AA 448



**Exhibit A**

**NDSC Notice of Sale Addendum**

**NDSC No.** : 11-34460-JP-NV  
**PROP. ADDRESS** : 1076 SLATE CROSSING LANE #2  
HENDERSON, NV 89002

**COUNTY** : CLARK

**LEGAL DESCRIPTION :**

PARCEL I:  
UNIT TWO (2) IN BUILDING SEVENTY-NINE (79) OF FINAL MAP OF PARADISE COURT (A  
COMMON INTEREST  
COMMUNITY), AS SHOWN BY MAP THEREOF ON FILE IN BOOK 116, OF PLATS, PAGE 33  
IN THE OFFICE OF  
THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:  
A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS AND EGRESS AND OF USE IN,  
TO AND OVER ALL  
COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, PRIVATE STREETS AS  
DEFINED IN AND SUBJECT TO  
THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

PARCEL III:  
THE EXCLUSIVE RIGHT OF USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS  
OF ABOVE  
REFERENCED PLAT AS DESIGNATED AS EXCLUSIVE USE AREAS AND LIMITED  
COMMON ELEMENTS,  
INCLUDING BUT NOT LIMITED TO YARD COMPONENT, AS DEFINED ON AND SUBJECT  
TO THE DECLARATION,  
WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

Ex. 1-U

# EXHIBIT 1-U

Ex. 1-U

(4)

**RECORDING COVER PAGE**

(Must be typed or printed clearly in BLACK ink only  
and avoid printing in the 1" margins of document)

APN# 179-34-713-236

(11 digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>)

**TITLE OF DOCUMENT**  
(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the  
document to be recorded.

**RECORDING REQUESTED BY:**

Howard Kim & Associates

RETURN TO: Name Howard Kim & Associates

Address 400 N. Stephanie St., Ste. 160

City/State/Zip Henderson, NV 89012

**MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)**

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

Inst #: 201212050001738

Fees: \$20.00

N/C Fee: \$0.00

12/05/2012 01:53:24 PM

Receipt #: 1408076

Requestor:

XPEDIENT RUNNER SERVICE INC

Recorded By: GILKS Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

**HOWARD KIM & ASSOCIATES**

400 N. STEPHANIE ST., SUITE 160  
HENDERSON, NEVADA 89014  
(702) 485-3300 FAX (702) 485-3301

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and more particularly described as Clark County Assessor Parcel Number **179-34-713-236**.

DATED December 4th, 2012.

**HOWARD KIM & ASSOCIATES**

/s/ Diana S. Cline  
Howard C. Kim, Esq.  
Nevada Bar No. 10386  
Diana S. Cline, Esq.  
Nevada Bar No. 10580  
400 N. Stephanie St., Suite 160  
Henderson, Nevada 89014  
Phone: (702) 485-3300  
Fax: (702) 485-330

*Attorneys for Plaintiff*

Ex. 2

# EXHIBIT 2

Ex. 2

**DECLARATION OF ROBERT W. DIAMOND IN SUPPORT OF SFR INVESTMENTS  
POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT**

I, Robert W. Diamond, declare as follows:

1. I am over the age of eighteen years old and competent to testify.

2. I am a resident of Clark County, Nevada.

3. Unless otherwise stated, I have personal knowledge of the facts set forth in this declaration, and for those facts stated on information and belief, I believe them to be true.

4. At all relevant times, I was an agent of SFR Investments Pool 1, LLC ("SFR").

5. I make this declaration in support of SFR's Motion for Summary Judgment.

6. As part of my duties for SFR, I attended auctions conducted on behalf of homeowner's associations.

7. Prior to attending the auctions, I typically researched which properties would be available for sale through searches on Foreclosure Radar, Nevada Legal News, and Clark County Legal News.

8. I learned that the various agents representing homeowners associations regularly hold their auctions on the same day of the week, at a particular time and place.

9. The homeowners association foreclosure sale in this case was conducted by Nevada Association Services, Inc. ("NAS") on behalf of Paradise Court Homeowners Association (the "Association").

10. On September 21, 2012, at approximately 10:00 a.m., I attended a foreclosure auction located at 6224 West Desert Inn Road, Las Vegas, Nevada 89146.

11. NAS auctioned several properties that day.

12. At that auction, I bid the highest amount on the property located at **1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236.**

13. The winning bid on the Property was \$6,100.00, which I paid on behalf of SFR.

14. During the time I worked as SFR's agent, I never attended a sale where there was only one qualified bidder in attendance.

1           15.     SFR received a foreclosure deed from NAS that contains recitals regarding  
2     noticing of the sale. A true and correct copy of the foreclosure deed SFR received is attached  
3     hereto as **Exhibit 2-A**.

4           16.     I have no reason to doubt the recitals in the Association foreclosure deed.

5           17.     If there were any issues with delinquency or noticing, none of these were  
6     communicated to me before the sale.

7           18.     During the time I worked as SFR's agent, neither SFR nor I had any relationship  
8     or interest in the Association, other than later owning property within the community.

9           19.     During the time I worked as SFR's agent, neither SFR nor I had any relationship  
10    or interest in NAS, outside of my attending auctions, bidding and, occasionally, purchasing  
11    properties at these publically-held auctions.

12          20.     Based on my research, no release of the super-priority lien was recorded against  
13    the Property prior to SFR purchasing the Property.

14          21.     Based on my research, there were no lis pendens recorded against the Property  
15    prior to SFR purchasing the Property.

16                 I declare under penalty of perjury that the foregoing is true and correct.

17                 Dated this 11th day of August, 2016.

18  
19                                 /s/ Robert Diamond  
                                      Robert W. Diamond



Ex. 2-A

# EXHIBIT 2-A

Ex. 2-A

②-1

Inst #: 201209250001230  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$33.15 Ex: #  
09/25/2012 09:34:44 AM  
Receipt #: 1318819  
Requestor:  
NORTH AMERICAN TITLE COMPAN  
Recorded By: COJ Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

Please mail tax statement and  
when recorded mail to:  
SFR Investments Pool I, LLC  
P.O. Box 230970  
Las Vegas, Nevada 89105

**Accommodation**

**FORECLOSURE DEED**

APN # 179-34-713-236

NAS # N55556

The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Paradise Court), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded February 5, 2010 as instrument number 0001923 Book 20100205, in Clark County. The previous owner as reflected on said lien is Delaine L Harned. Nevada Association Services, Inc. as agent for Paradise Court does hereby grant and convey, but without warranty expressed or implied to: SFR Investments Pool I, LLC (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: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 Clark County

**AGENT STATES THAT:**

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Paradise Court governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 3/7/2012 as instrument # 0000441 Book 20120307 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Paradise Court at public auction on 9/21/2012, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$6,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: September 21, 2012



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

THIS IS YOUR COURTESY COPY  
DO NOT FORWARD TO JUDGE  
DO NOT ATTEMPT TO FILE

1 Abran E. Vigil  
Nevada Bar No. 7548  
2 Lindsay Demaree  
Nevada Bar No. 11949  
3 BALLARD SPAHR LLP  
100 North City Parkway, Suite 1750  
4 Las Vegas, Nevada 89106-4617  
Telephone: (702) 471-7000  
5 Facsimile: (702) 471-7070  
E-Mail: vigila@ballardspahr.com  
6 E-Mail: demareel@ballardspahr.com

7 *Attorneys for Defendant and*  
*Counterclaimant JPMorgan Chase*  
8 *Bank, N.A., as successor by merger*  
*to Chase Home Finance LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

11 SFR INVESTMENTS POOL1, LLC a  
12 Nevada Limited liability company,

13 Plaintiff,

14 vs.

15 VENTA REALTY GROUP, a Nevada  
16 Corporation, JP MORGAN CHASE BANK,  
NA, a national association, successor by  
17 merger to CHASE HOME FINANCE LLC, a  
foreign limited liability corporation, ET AL.,

18 Defendants.

19 JPMORGAN CHASE BANK, N.A., as  
20 successor by merger to Chase Home  
Finance LLC,

21 Counter-Claimant,

22 vs.

23 SFR INVESTMENTS POOL 1, LLC a  
24 Nevada Limited liability company

25 Counter-Defendant.

CASE NO. A-12-672963-C

DEPT NO. 27

DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS

27 CASE NO. A-12-672963-C  
28 Hearing Date: August 10, 2016

1 Hearing Time: 9:00 a.m.

2 Attorney for Plaintiff: Diana Ebron, Esq.  
Karen Hanks, Esq.  
3 Kim Gilbert Ebron

4 Attorney for Defendant: Abran Vigil, Esq.  
Lindsay Demaree, Esq.  
5 Ballard Spahr LLP

6  
7 I.

8 FINDINGS

9 This matter came on for a hearing on defendant and counterclaimant  
10 JPMorgan Chase Bank, N.A., as successor by merger to Chase Home Finance LLC's  
11 ("Chase") "Motion to Compel SFR's Rule 30(b)(6) Deposition Testimony" (hereinafter  
12 the "Motion") filed on July 8, 2016. On July 25, 2016, plaintiff and counter-defendant  
13 SFR Investments Pool 1, LLC ("SFR") filed an "Opposition to JPMorgan Chase  
14 Bank's Motion to Compel SFR's Rule 30(b)(6) Testimony -and- SFR's Countermotion  
15 for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1,  
16 LLC" (hereinafter the "Countermotion"). On August 3, 2016, Chase filed a "Reply in  
17 Support of Chase's Motion to Compel and Opposition to SFR's Countermotion for  
18 Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1,  
19 LLC."

20 After considering the Parties' briefs and the arguments of counsel at the  
21 hearing set for this matter, the Discovery Commissioner finds SFR should move for a  
22 protective order in the future. The Discovery Commissioner further finds good cause  
23 to grant in part and deny in part the Motion and to grant in part and deny in part  
24 the Countermotion to permit discovery on the equitable issue of unfairness, as set  
25 forth in the recommendations below.

26 *[Continued on following page.]*  
27  
28

II.

RECOMMENDATIONS

IT IS THEREFORE RECOMMENDED that the Court grant in part Chase's Motion and to grant in part SFR's Countermotion. The Rule 30(b)(6) deposition topics disputed by the Parties shall be addressed as follows:

Topic No. 14: SFR shall provide a Rule 30(b)(6) designee prepared to testify regarding SFR's disposition of the property at issue in this case, including: what SFR intended to do with the property, SFR's possible plans for the property, and what in fact has happened to the property, if SFR knows, as these issues related to the equitable inquiry on fairness. This topic shall permit questions about SFR's procedure for renting out the property; however, information regarding lease terms, SFR's profits, and lessees' assets is protected for purposes of SFR's Rule 30(b)(6) deposition. Chase may instead serve an interrogatory to SFR regarding the amount of rent that SFR charged for the subject property.

Topic No. 15: This topic is protected.

Topic No. 16: This topic is protected.

Topic No. 17: This topic is protected.

Topic No. 18: This topic is protected, unless the funds used to purchase the subject property were obtained illegally. SFR shall provide a Rule 30(b)(6) designee prepared to confirm that the funds were not obtained illegally or to testify about the illegal funds.

Topic Nos. 19 & 20: While topic 20 was not disputed, both topics are protected.

Topic No. 25: Although not disputed by the Parties, the topic shall be limited to the sale and use at issue in the case.

Topic No. 28: SFR shall provide a Rule 30(b)(6) designee prepared to provide testimony regarding Topic No. 28 as it relates to the property at issue in this case.

Topic No. 29: SFR shall provide a Rule 30(b)(6) designee prepared to provide testimony regarding SFR's communications with tenants about Chase's deed of trust,

1 including the specific language pertaining to a lender's deed of trust contained in the  
2 first lease agreement that SFR used following the association sale in this case. The  
3 rest of the lease's terms and conditions are protected. SFR's communications with  
4 tenants about this litigation are irrelevant and protected.

5 IT IS FURTHER RECOMMENDED that the Parties shall conduct a 2.34  
6 conference prior to the continued deposition of SFR's Rule 30(b)(6) designee to  
7 discuss Topic Nos. 13, 15, and 26.

8 IT IS FURTHER RECOMMENDED that each party shall bear its own fees  
9 and costs.

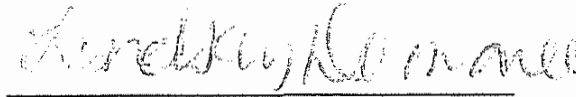
10 The Discovery Commissioner, met with counsel for the Parties, having  
11 discussed the issues noted above and having reviewed any materials proposed in  
12 support thereof, hereby submits the above recommendations.

13 DATED this 27 day of August, 2016.

14   
15 DISCOVERY COMMISSIONER

16 Submitted by:

17 BALLARD SPAHR LLP

18 By: 

19 Abran E. Vigil

20 Nevada Bar No. 7548

21 Lindsay Demaree

22 Nevada Bar No. 11949

23 100 North City Parkway, Suite 1750

24 Las Vegas, Nevada 89106-4617

25 Attorneys for Defendants JPMorgan

26 Chase Bank, N.A., as successor by merger  
27 to Chase Home Finance LLC

28 Approved as to form by:

KIM GILBERT EBRON

By: 

Diana Cline Ebron

Nevada Bar No. 10580

Jacqueline A. Gilbert

Nevada Bar No. 10593

Karen L. Hanks

1 including the specific language pertaining to a lender's deed of trust contained in the  
2 first lease agreement that SFR used following the association sale in this case. The  
3 rest of the lease's terms and conditions are protected. SFR's communications with  
4 tenants about this litigation are irrelevant and protected.

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6 conference prior to the continued deposition of SFR's Rule 30(b)(6) designee to  
7 discuss Topic Nos. 13, 15, and 26.

8 IT IS FURTHER RECOMMENDED that each party shall bear its own fees  
9 and costs.

10 The Discovery Commissioner, met with counsel for the Parties, having  
11 discussed the issues noted above and having reviewed any materials proposed in  
12 support thereof, hereby submits the above recommendations.

13 DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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DISCOVERY COMMISSIONER

Submitted by:

BALLARD SPAHR LLP

By: \_\_\_\_\_

Abran E. Vigil

Nevada Bar No. 7548

Lindsay Demaree

Nevada Bar No. 11949

100 North City Parkway, Suite 1750

Las Vegas, Nevada 89106-4617

*Attorneys for Defendants JPMorgan*

*Chase Bank, N.A., as successor by merger  
to Chase Home Finance LLC*

Approved as to form by:

KIM GILBERT EBRON

By: 

Diana Cline Ebron

Nevada Bar No. 10580

Jacqueline A. Gilbert

Nevada Bar No. 10593

Karen L. Hanks



SFR v. VENTA  
A 672963

1 Nevada Bar No. 9578  
7625 Dean Martin Drive, Suite 110  
2 Las Vegas, Nevada 89139  
3 *Attorneys for SFR Investments Pool 1, LLC*  
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BALLARD SPAHR LLP  
100 NORTH CITY PARKWAY, SUITE 1750  
LAS VEGAS, NEVADA 89106  
(702) 471-7000 FAX (702) 471-7070

NOTICE

Pursuant to NRCP 16.1(d) (2), you are hereby notified you have five (5) days from the date you receive this document within which to file written objections.

Pursuant to EDCR 2.34(f) an objection must be filed and served not more than five (5) days after receipt of the Discovery Commissioner's Report. The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the clerk of the court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office. See EDCR 2.34(f).

A copy of the foregoing Discovery Commissioner's Report was:

✓ Mailed to Counsel at the following address on the day of \_\_\_\_\_, 2016.

✓ Placed in the folder of Plaintiff/Defendant's counsel in the Clerk's office on the 30 day of August, 2016.

STEVEN D. GRIERSON, CLERK OF THE COURT

By: JENNIFER LOTT  
Deputy Clerk

BALLARD SPAHR LLP  
100 NORTH CITY PARKWAY, SUITE 1750  
LAS VEGAS, NEVADA 89106  
(702) 471-7000 FAX (702) 471-7070

*SFR Investments Pool 1, LLC v. Venta Realty Group, et al.*  
CASE NO. A-12-672963-C

ORDER

The Court, having reviewed the above report and recommendations prepared by the  
Discovery Commissioner and,

\_\_\_\_\_ The parties having waived the right to object thereto,

\_\_\_\_\_ No timely objections having been received in the office of the Discovery  
Commissioner pursuant to EDCR 2.34 (f),

\_\_\_\_\_ Having received the objections thereto and the written arguments in  
support of said objections, and good cause appearing,

\* \* \* \* \*

AND

\_\_\_\_\_ IT IS HEREBY ORDERED the Discovery Commissioner's Report and  
Recommendations are affirmed and adopted.

\_\_\_\_\_ IT IS HEREBY ORDERED the Discovery Commissioner's Report and  
Recommendations are affirmed and adopted as modified in the  
following manner. (Attached hereto).

\_\_\_\_\_ IT IS HEREBY ORDERED that a hearing on the Discovery  
Commissioner's Report is set for \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_:\_\_\_\_.m.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DISTRICT COURT JUDGE

**IN THE SUPREME COURT OF NEVADA**

JPMORGAN CHASE BANK, N.A.,  
SUCCESSOR BY MERGER TO  
CHASE HOME FINANCE LLC,

Appellant,

v.

SFR INVESTMENTS POOL 1, LLC,

Respondent.

Supreme Court No. 71839

Electronically Filed  
Apr 24 2017 08:29 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPEAL**

from the Eighth Judicial District Court, Clark County  
The Honorable NANCY L. ALLF, District Judge  
District Court Case No. A-12-672963-C

**APPELLANT'S APPENDIX – VOLUME 2**

Abran E. Vigil, Nevada Bar No. 7548  
Lindsay Demaree, Nevada Bar No. 11949  
Matthew D. Lamb, Nevada Bar No. 12991

BALLARD SPAHR LLP  
100 North City Parkway, Suite 1750  
Las Vegas, Nevada 89106  
(702) 471-7000

vigila@ballardspahr.com  
demareel@ballardspahr.com  
lambm@ballardspahr.com

*Attorneys for Appellant*

## CHRONOLOGICAL INDEX

<b>Document</b>	<b>Filing Date</b>	<b>Volume and Bates Number(s)</b>
Complaint for Quiet Title and Injunctive Relief	December 4, 2012	1 AA 001-011
Affidavit of Service – California Reconveyance Company	December 20, 2012	1 AA 012
Affidavit of Service – JP Morgan Chase Bank, N.A.	December 20, 2012	1 AA 013
Affidavit of Service – National Default Servicing Corporation	December 20, 2012	1 AA 014
Affidavit of Service – Republic Silver State Disposal, Inc.	December 20, 2012	1 AA 015
Answer of JPMorgan Chase Bank, N.A., as Successor by Merger to Chase Home Finance LLC, and California Reconveyance Company	January 25, 2013	1 AA 016-021
Affidavit of Service – Paradise Court Homeowners Association	January 31, 2013	1 AA 022
Affidavit of Service – Venta Realty Group	January 31, 2013	1 AA 023
Affidavit of Publication – Delaine L. Harned	May 31, 2013	1 AA 024
Amended Answer and Counterclaim	October 19, 2015	1 AA 025-037
SFR Investments Pool 1, LLC's Answer to Counterclaim	November 6, 2015	1 AA 038-042
JPMorgan Chase Bank, N.A.'s Motion to Compel SFR's Rule 30(b)(6) Deposition Testimony	July 8, 2016	1 AA 043-100
JPMorgan Chase Bank, N.A.'s Motion to Exclude Testimony of Michael Brunson	July 8, 2016	1 AA 101-116
Excerpts from Appendix of Exhibits to Defendant JPMorgan Chase Bank's Motion to Exclude Testimony of Michael Brunson	July 8, 2016	1 AA 117-171
Opposition to Motion to Exclude Testimony of Michael Brunson	July 25, 2016	1 AA 172-181

Opposition to JPMorgan Chase Bank's Motion to Compel SFR's Rule 30(b)(6) Testimony and SFR's Countermotion for Protective Order relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC	July 25, 2016	1 AA 182-217
Reply in Support of Chase's Motion to Compel and Opposition to SFR's Countermotion for Protective Order relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC	August 3, 2016	1 AA 218-237
JPMorgan Chase Bank, N.A.'s Reply in Support of Motion to Exclude Testimony of Michael Brunson	August 3, 2016	2 AA 238-257
Transcript of Hearing on JP Morgan Chase Bank, N.A.'s Motion to Exclude Testimony of Michael Brunson	August 10, 2016 (Date of Hearing)	2 AA 258-270
SFR Investments Pool 1, LLC's Motion for Summary Judgment	August 11, 2016	2 AA 271-457
Discovery Commissioner's Report and Recommendations	August 24, 2016 (Date Signed)	2 AA 458-465
JPMorgan Chase Bank, N.A.'s Opposition to SFR Investments Pool 1, LLC's Motion for Summary Judgment	August 29, 2016	3 AA 466-494
Appendix of Exhibits to Opposition to SFR Investments Pool 1, LLC's Motion for Summary Judgment	August 29, 2016	3 AA 495-644
SFR Investments Pool 1, LLC's Reply in Support of its Motion for Summary Judgment	September 8, 2016	3 AA 645-665
JPMorgan Chase Bank, N.A.'s Objection to Discovery Commissioner's Report and Recommendation	September 12, 2016	4 AA 666-730
Defendant and Counter-Claimant JPMorgan Chase Bank, N.A.'s Motion for Summary Judgment	September 13, 2016	4 AA 731-759
Excerpts from Appendix of Exhibits to Defendant JPMorgan Chase Bank, N.A.'s Motion for Summary Judgment	September 13, 2016	4 AA 760-774



Order Denying Motion to Exclude Testimony of Michael Brunson	September 14, 2016	4 AA 775-776
Notice of Entry of Order Denying Motion to Exclude Testimony of Michael Brunson	September 15, 2016	4 AA 777-780
Transcript of Hearing on SFR Investments Pool 1, LLC's Motion for Summary Judgment	September 15, 2016 (Date of Hearing)	4 AA 781-801
Findings of Fact, Conclusions of Law, and Order	October 26, 2016	4 AA 802-816
Notice of Entry of Findings of Fact, Conclusions of Law, and Order	October 27, 2016	4 AA 817-833
Notice of Appeal	November 22, 2016	4 AA 834-836
Stipulation and Order Directing Entry of Final Judgment as between SFR Investments Pool 1, LLC and JPMorgan Chase Bank, National Association	December 19, 2016	4 AA 837-840

## ALPHABETICAL INDEX

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Findings of Fact, Conclusions of Law, and Order	October 26, 2016	4 AA 802-816
JPMorgan Chase Bank, N.A.'s Motion to Compel SFR's Rule 30(b)(6) Deposition Testimony	July 8, 2016	1 AA 043-100
JPMorgan Chase Bank, N.A.'s Motion to Exclude Testimony of Michael Brunson	July 8, 2016	1 AA 101-116
JPMorgan Chase Bank, N.A.'s Objection to Discovery Commissioner's Report and Recommendation	September 12, 2016	4 AA 666-730
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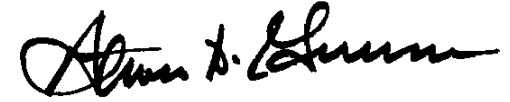
**CERTIFICATE OF SERVICE**

I certify that on April 21, 2017, I filed **Appellant's Appendix – Volume 2**.  
Service will be made on the following through the Court's electronic filing  
system:

Jacqueline A. Gilbert  
KIM GILBERT EBRON  
7625 Dean Martin Drive, Suite 110  
Las Vegas, NV 89139

*Counsel for Respondent*

/s/ Matthew D. Lamb  
An Employee of Ballard Spahr



CLERK OF THE COURT

1 Abran E. Vigil  
Nevada Bar No. 7548  
2 Lindsay Demaree  
Nevada Bar No. 11949  
3 BALLARD SPAHR LLP  
100 North City Parkway, Suite 1750  
4 Las Vegas, Nevada 89106-4617  
Telephone: (702) 471-7000  
5 Facsimile: (702) 471-7070  
E-Mail: vigila@ballardspahr.com  
6 E-Mail: demareel@ballardspahr.com

7 *Attorneys for Defendant and*  
*Counterclaimant JPMorgan Chase*  
8 *Bank, N.A., as successor by merger*  
*to Chase Home Finance LLC*  
9

DISTRICT COURT

CLARK COUNTY, NEVADA

10  
11  
12 SFR INVESTMENTS POOL1, LLC a Nevada  
Limited liability company,

13 Plaintiff,

14 vs.

15 VENTA REALTY GROUP, a Nevada  
Corporation, JP MORGAN CHASE BANK, NA,  
16 a national association, successor by merger to  
CHASE HOME FINANCE LLC, a foreign  
17 limited liability corporation, ET AL.,

18 Defendants.

19 JPMORGAN CHASE BANK, N.A., as successor  
20 by merger to Chase Home Finance LLC,

21 Counter-Claimant,

22 vs.

23 SFR INVESTMENTS POOL 1, LLC a Nevada  
24 Limited liability company

25 Counter-Defendant.

CASE NO. A-12-672963-C

DEPT NO. 27

26 **JPMORGAN CHASE BANK, N.A.'S REPLY IN SUPPORT OF**  
27 **MOTION TO EXCLUDE TESTIMONY OF MICHAEL BRUNSON**  
28

1 JPMorgan Chase Bank, N.A., as successor by merger to Chase Home Finance  
2 LLC (“Chase”) submits the following reply in support of its motion in limine to  
3 exclude the testimony of Michael Brunson, the rebuttal expert disclosed by SFR  
4 Investments Pool 1, LLC (“SFR”).

5 SFR argues that Brunson’s testimony should not be excluded because: (1) his  
6 opinions regarding disposition value are relevant; (2) his testimony qualifies as  
7 proper rebuttal testimony and was thus timely disclosed; and, (3) Brunson’s  
8 testimony is the product of a reliable methodology. These arguments are meritless.

9 **First, Brunson’s proffered testimony is irrelevant.** As set forth in Chase’s  
10 motion, Nevada law requires this Court to compare the foreclosure sale price to the  
11 Property’s market value. SFR fails to provide the Court with any authorities that  
12 hold “disposition value”—the valuation method used by Brunson—may be used. As  
13 SFR concedes in its Opposition, Brunson opines that disposition value should be used  
14 instead of market value and, based on this belief, criticizes the market value opinion  
15 offered by Chase’s initial expert. The decision to use market value as a point of  
16 comparison is a *legal determination* dictated by controlling Nevada law. The  
17 applicable legal standard is not an appropriate topic for expert testimony. Brunson  
18 simply cannot unseat a judge and re-write controlling Nevada law so that his  
19 “disposition value” becomes the new legal measure. The legal measure here—market  
20 value—was adopted by the Nevada Supreme Court, rendering any other opinion of  
21 value not relevant.

22 **Second, Brunson’s independent opinions are improper for rebuttal.**

23 Rule 16.1(a)(2)(C)(ii) expressly prohibits parties from disclosing expert  
24 opinions in a rebuttal disclosure if the proffered opinions: (a) contradict a portion of  
25 its adversary’s case in chief; or, (b) present opinions outside of the scope of the  
26 adversary’s expert disclosure. Since SFR disclosed Brunson as a mere rebuttal  
27 expert, he can only testify about what he believes Chase’s expert analyzed incorrectly  
28 in that expert’s market value appraisal. Brunson cannot testify about what he



1 believes Chase's expert analyzed incorrectly *and offer independent opinions about a*  
2 *different methodology and valuation amount.* See N.R.C.P. 16.1(a)(2)(C)(ii). SFR  
3 was required to disclose such affirmative opinions by Brunson as part of an initial  
4 expert disclosure. It failed to do so. Thus, Brunson's affirmative opinions (including,  
5 without limitation, his independent appraisal of the Property's "disposition value" at  
6 the time of the sale) must be excluded as improper rebuttal testimony.

7 **Finally, Brunson's testimony is unreliable.** SFR does not and cannot refute  
8 that Brunson's "methodology" suspiciously results in a property value that always is  
9 whatever sale price his clients, the HOA sale purchasers, happened to pay. Nor has  
10 SFR directed the Court to any other non-litigation appraisal that uses this  
11 "methodology." Instead, SFR invites this Court to disregard its gatekeeping role and  
12 allow Brunson's testimony because the court allowed a toxicologist to testify in *Higgs*  
13 *v. State*, 125 Nev. 1043, 20, 222 P.3d 648, 660 (2010). This Court must not do so.  
14 SFR's explanation of *Higgs* neglects to inform the Court that the opposing expert in  
15 that case did not take issue with the reliability of the toxicologist's methodology.  
16 Here, in contrast, Chase is challenging the reliability of Brunson's analysis. This  
17 Court, as a gatekeeper, should scrutinize and exclude Brunson's dubious opinions.  
18 For any of these three reasons, Brunson's expert testimony should be excluded in this  
19 case.

20 **I. NEVADA LAW REQUIRES THE COURT TO CONSIDER MARKET**  
21 **VALUE—NOT BRUNSON'S PROFFERED "DISPOSITION VALUE"**

22 As explained in Chase's Motion in Limine (the "Motion"), Nevada law requires  
23 the Court to use market value in evaluating the price obtained at a foreclosure sale.  
24 Motion at 10-12; *e.g.*, *Shadow Wood Homeowners Ass'n v. N.Y. Comty. Bancorp, Inc.*,  
25 132 Nev. \_\_\_, \_\_\_, 366 P.3d 1105, 112 & 113 n.3 (quoting Restatement of Prop.:  
26 *Mortgages* § 8.3 cmt b. and holding that HOA foreclosure price was not grossly  
27 inadequate as a matter of law where the price was more than 20% of an appraisal);  
28 *Golden v. Tomiyasu*, 79 Nev. 503, 505, 387 P.2d 989, 990 (1963) (assessing price

1 obtained at trustee's sale by comparing it to property's "market value" of \$200,000);  
2 *see also Branch Banking & Tr. Co. v. Pahrump 194*, No. 2:12-cv-1462-JCM-VCF,  
3 2015 U.S. Dist. LEXIS 176239, at \*7 (D. Nev. Dec. 15, 2015) ("[T]he sale price is not  
4 necessarily an indication of a property's fair market value.") (citing *Halfon v. Title*  
5 *Ins. & Trust Co.*, 97 Nev. 421, 634 P.2d 660, 661 (1981)). While SFR tries to argue  
6 otherwise, its argument cannot succeed. SFR fails to cite any legal authority  
7 whatsoever where a court has compared the adequacy of a foreclosure sale price to  
8 "disposition value" for purposes of determining whether to set aside the sale.<sup>1</sup> Since  
9 Nevada law requires the Court to consider market value, Brunson's opinions about  
10 disposition value are improper and irrelevant.

11 **A. Brunson's Opinion on the Applicable Law Is Improper**

12 First, as a threshold matter, the valuation method that should apply in this  
13 case is a legal question for this Court, not a fact question for an expert. NRS 50.265  
14 permits expert testimony only if it "will assist *the trier of fact* to understand *the*  
15 *evidence* or to determine *a fact* in issue." (Emphasis added); *see also Nationwide*  
16 *Transp. Fin. v. Cass Info. Sys., Inc.*, 523 F.3d 1051, 1058 (9th Cir. 2008) ("[A]n expert  
17 witness cannot give an opinion as to her legal conclusion, i.e., an opinion on an  
18 ultimate issue of law. Similarly, *instructing the jury as to the applicable law is the*  
19 *distinct and exclusive province of the court.*" (internal citations and quotation marks  
20 omitted; emphasis added)).

21  
22  
23 <sup>1</sup> SFR's sole disagreement with Chase's explanation of *Shadow Wood* centers on its  
24 contention that *Shadow Wood* requires a showing of fraud, unfairness or oppression  
25 in addition to an inadequate price before a court can set aside a sale. *See* Opposition  
26 at 7:27–8:17. SFR fails to identify where in *Shadow Wood* the Nevada Supreme  
27 Court held that a valuation other than a property's market value should apply.  
28 Instead, it leaps to the conclusion that, since *Shadow Wood* requires a showing of  
fraud, unfairness, or oppression, Chase's "challenge to Brunson's rebuttal analysis  
goes to the weight of the evidence, not to its admissibility." *Id.* at 8:19–20. This  
argument is a non sequitur and provides no basis for allowing Brunson's irrelevant  
testimony in this case.

1 Brunson opines that the Court should use the Property’s “disposition value.”  
2 Contrary to SFR’s arguments, this assertion is not a mere “difference of opinion  
3 regarding the correct definition of value.” Opposition at 5:2–3.<sup>2</sup> Brunson provides  
4 improper—and incorrect—testimony as to the applicable law in this case. *See*  
5 *Nationwide Transp. Fin.*, 523 F.3d at 1059 (affirming exclusion of expert where  
6 expert’s “legal conclusions not only invaded the province of the trial judge, but  
7 constituted erroneous statements of law”). The proper standard of comparison for  
8 the foreclosure sale price is a legal question, answered by looking to Nevada law, not  
9 to the ruminations of experts. As set forth above (and unchallenged by SFR), Nevada  
10 courts must look to a property’s market value, not its “disposition value.” Brunson’s  
11 testimony regarding disposition value must be excluded. *See* NRS 50.265.

12 **B. Disposition Value is Not Relevant to Market Value**

13 SFR’s invitation to allow Brunson’s “disposition value” simply because it is *a*  
14 valuation is improper—disposition value is not a *fair market* valuation, the standard  
15 required under Nevada law.

16 Disposition value is distinct from market value. “Fair market value is  
17 generally defined as the price which a purchaser, willing but not obliged to buy,  
18 would pay an owner *willing but not obliged to sell*, taking into consideration all the  
19 uses to which the property is adapted and might in reason be applied.” *Unruh v.*  
20 *Streight*, 96 Nev. 684, 686, 615 P.2d 247, 249 (1980) (emphasis added). Disposition  
21 value, in contrast, assumes that “[t]he seller is under a compulsion to sell,” thereby  
22 leading to a depressed sale price. *See* Exhibit C to Motion, at 052. It fails to value  
23 property based on the price a seller “willing *but not obliged to sell*” might accept.

24  
25 \_\_\_\_\_  
26 <sup>2</sup> SFR also attempts to analogize this difference of opinion to a personal injury case  
27 where two experts disagree about “a patient’s long-term life care plan.” SFR’s  
28 analogy is inapposite to this case. The treatment required after an injury is a fact  
question appropriate for expert debate. This motion, however, concerns the correct  
*legal* standard—an issue determined by Nevada law and this Court.

1 Thus, expert testimony about “disposition value” or this valuation method has  
2 no bearing on market value—the correct standard under Nevada law. *Shadow Wood*,  
3 132 Nev. Adv. Op. 5, 366 P.3d at 1112 (“[G]enerally ... a court is warranted in  
4 invalidating a sale where the price is less than 20 percent of fair **market value**”  
5 (emphasis added) (quoting Restatement § 8.3 cmt. b); *Golden*, 79 Nev. at 505, 387  
6 P.2d at 990 (relying on district court’s “finding that the land has a **market value** of  
7 \$2,500 an acre” (emphasis added)). Such testimony is irrelevant and will only serve  
8 to confuse the issues. *See* NRS 48.015 (“As used in this chapter, “relevant evidence”  
9 means evidence having any tendency to make the existence of any fact that is of  
10 consequence to the determination of the action more or less probable than it would be  
11 without the evidence.”); NRS 48.035(1) (“Although relevant, evidence is not  
12 admissible if its probative value is substantially outweighed by the danger of unfair  
13 prejudice, of confusion of the issues or of misleading the jury.”). As such, the Court  
14 should exclude Brunson’s report. *See* NRS 48.025(2) (“Evidence which is not relevant  
15 is not admissible.”).

## 16 **II. BRUNSON’S “REBUTTAL” IS IMPROPER UNDER RULE 16.1**

17 The Nevada Rules of Civil Procedure required SFR to disclose expert  
18 testimony that contradicts a portion of Chase’s anticipated case in chief or that  
19 presents opinions beyond the scope of Dugan’s testimony as an *initial* expert  
20 disclosure. Rule 16.1 explicitly states:

21 If the evidence is intended solely to contradict or rebut evidence on the  
22 same subject matter identified by another party under paragraph (2)(B),  
23 the disclosures shall be made within 30 days after the disclosure made  
24 by the other party. **This later disclosure deadline does not apply to any  
party’s witness whose purpose is to contradict a portion of another  
party’s case in chief that should have been expected and anticipated by  
the disclosing party, or to present any opinions outside of the scope of  
another party’s disclosure.**

25 N.R.C.P. 16.1(a)(2)(C)(ii) (emphasis added); *see also* N.R.C.P. 16.1(a)(2)(C)(i)  
26 (explaining that, except for rebuttal experts, any other experts must be disclosed in  
27 time set by Court for initial expert disclosures). Here, Brunson’s testimony was  
28

1 intended to contradict a part of Chase's case in chief *and* presents opinions outside  
2 the scope of Dugan's initial expert disclosure. Brunson's proffered "rebuttal"  
3 testimony is thus improper under Rule 16.1.

4 **A. Brunson's "Rebuttal" Testimony Improperly Seeks to Contradict a**  
5 **Portion of Chase's Case in Chief**

6 SFR seeks to use Brunson's testimony to contradict Chase's argument, as part<sup>3</sup>  
7 of its case in chief, that the Court should set aside the subject sale as to Chase's deed  
8 of trust because the sale price of the property was so low when compared to the  
9 Property's value. Brunson's entire report is intended to show that—contrary to  
10 Chase's argument—SFR's sale price of only \$6,100 was not too low because, in  
11 Brunson's opinion, the Property should be valued at "\$6,000 Seven Thousand Dollars  
12 (rounded) [sic]." Exhibit C to Motion, at 080. SFR was required to disclose such  
13 expert testimony in an *initial* expert disclosure.

14 Moreover, SFR anticipated Chase's case in chief arguments about the low sale  
15 price. SFR argues that it could not anticipate that Chase's challenge its inadequate  
16 purchase price because: (a) Chase did not allege commercial unreasonableness as an  
17 affirmative defense; and (b) "during the time period between the filing of this  
18 Complaint and expert disclosure deadline, commercial reasonableness allegations by  
19 lenders were not consistent or commonplace like they are today." Opposition at 5.  
20 SFR's argument is meritless.

21 First, Chase's amended answer asserts SFR's inadequate purchase price as an  
22 affirmative defense: *See* Amended Answer and Counterclaim (filed Oct. 19, 2015) at  
23 9 (Twelfth Affirmative Defense). SFR's counsel was provided with Chase's amended  
24 answer for review before the expert disclosure cutoff and, on October 13, 2015, SFR  
25 signed the stipulation to allow Chase to file this amended answer. *See* Stipulation  
26 and Order (filed Oct. 15, 2015), at 2. While SFR requested other discovery extensions

27 <sup>3</sup> Another portion of Chase's argument is that, in addition to price, other  
28 circumstances surrounding the subject sale also were unfair.

1 in this case, at no time did it request an extension of the initial expert deadline  
2 despite its notice of Chase's affirmative defense.

3 Second, SFR knew commercial reasonableness was an issue as early as April  
4 2015—six months before initial expert reports were due. On April 13, 2015, SFR  
5 served a Rule 30(b)(6) deposition notice to Chase that included the following topic:  
6 “To the extent JPMorgan is alleging that the price paid at the Association foreclosure  
7 sale was not commercially reasonable, any valuation, appraisals and/or broker's price  
8 opinions of the Property obtained by JPMorgan or its agents. . . .” Depo Notice to  
9 Chase, attached hereto as **Exhibit G**, at p. 6. The record demonstrates that SFR  
10 anticipated the need to obtain an initial expert to opine about the Property's value  
11 because SFR sought discovery on this very issue *months before* the deadline.

12 SFR was well aware that the Property's value was at issue in this case, but it  
13 chose not to retain an initial expert. As such, the Court should exclude Brunson's  
14 improper “rebuttal” testimony.

15 **B. Brunson's Testimony Also Exceeds the Scope of Dugan's Opinions**

16 Brunson's “rebuttal” testimony is improper and should be excluded as  
17 untimely for another reason: it presents opinions that far exceed the scope of Chase's  
18 initial expert disclosure. Dugan, Chase's initial expert, provides an opinion of the  
19 Property's market value. *See generally* Exhibit B to Motion. The scope of rebuttal  
20 testimony is therefore limited to this issue—the market value of the Property.<sup>4</sup>

21 Brunson's testimony, however, goes well beyond this topic. Nowhere in  
22 Chase's expert disclosure does Dugan opine about which valuation method to use (a  
23 legal issue already determined by Nevada law). He provides an opinion on the

24 <sup>4</sup> SFR also characterizes Dugan's report broadly as a “valuation,” in an attempt to  
25 argue that Brunson's “valuation” falls within the scope of rebuttal. SFR is incorrect.  
26 Dugan provides an opinion of market value. Exhibit B to Motion at 033 (defining  
27 “market value” to include a “typically motivated” seller); *see also Unruh v. Streight*,  
28 96 Nev. 684, 686, 615 P.2d 247, 249 (1980). As explained in Section I.B., Brunson's  
proffered “disposition value” opinions do not fall within the scope of Dugan's market  
value opinions.

1 Property's market value, as requested. Brunson, in contrast, does not merely rebut  
2 the opinions set forth in Chase's disclosure. He provides a separate report of  
3 completely new opinions. *Compare* Exhibit C at 046-072 (Brunson's "Appraisal  
4 Review" (emphasis added)) (reviewing Dugan's appraisal) *with id.* at 073-080, 092  
5 (Brunson's "Appraisal Report," which he labels, in the upper right corner, as an  
6 "Independent Opinion of Value" (emphasis added)).

7 Brunson's report is an untimely initial expert report couched as one that offers  
8 rebuttal testimony. It offers a newly made up legal opinion/standard about the  
9 propriety of using "disposition value," and then provides an "independent opinion of  
10 value." *Id.* at 073 (acknowledging that his "Appraisal Report" provides his  
11 "independent opinion of value"); *id.* at 078 ("Based on the above analysis, the most  
12 logical definition of value would be Disposition Value."); *id.* at 080 ("the impaired, fee  
13 simple, disposition value as of September 21, 2012 was: **\$6,000 Seven Thousand**  
14 **Dollars (rounded)** [sic]." (bold in original)).

15 SFR erroneously argues that Brunson's independent appraisal is "just the  
16 nomenclature for headings in the appraisal world" and offered for "demonstrative  
17 purposes" as part of the "natural flow of rebuttal." Opposition at 4. SFR's  
18 characterizations of the report fail. Rule 16.1 explicitly limits expert rebuttal  
19 testimony to "the scope of another party's disclosure." N.R.C.P. 16.1(a)(2)(C)(ii).  
20 Nowhere does SFR explain how Brunson's new opinions about the Property's  
21 disposition value falls within the scope of Dugan's market value appraisal.

22 Not only is Brunson's opinion irrelevant and improper for *any* expert as  
23 discussed above in Section I—it also seeks to contradict a portion of Chase's case in  
24 chief and exceeds the scope of Chase's initial expert disclosure. Brunson's expert  
25 testimony is thus improper for rebuttal. Since Brunson's independent opinions were  
26 not timely disclosed in the period set for initial expert disclosures, they must be  
27 excluded in this case.

28 ...



1 **III. BRUNSON'S EXPERT REPORT IS UNRELIABLE**

2 This Court should also exclude Brunson's expert disclosure for a third reason:  
3 his opinions are not reliable. SFR asserts that Brunson did not invent his  
4 methodology "for the purposes of appeasing his clients." Opposition at 6. SFR fails,  
5 however, to provide the Court with any examples where an appraiser employed  
6 Brunson's method—i.e., valuing the property for the same amount paid by the HOA  
7 sale purchaser that retained him as an expert—for a non-litigation purpose.  
8 *Hallmark v. Eldridge*, 124 Nev. 492, 502, 189 P.3d 646, 652 (2008) (considering  
9 whether method "was developed by the proffered expert for purposes of the present  
10 dispute"); *see also* Exhibit E to Motion (providing numerous examples of other  
11 reports where Brunson employed this "methodology"—all for HOA litigation cases).

12 As a fallback, SFR contends that this Court should nevertheless allow  
13 Brunson's testimony since a toxicologist expert in *Higgs* was allowed to testify  
14 despite a lack of evidence on the testing, peer review, and general acceptance of his  
15 methodology. Opposition at 6-7. SFR ignores the fact that the opposing expert in  
16 *Higgs* testified "he did not take issue with [the toxicologist's] methodology or results."  
17 *Higgs*, 222 P.3d at 660. Unlike *Higgs*, Chase takes issue with Brunson's methodology  
18 and results.

19 The Court cannot ignore its gate keeping function and allow Brunson's  
20 irrelevant and unreliable opinions of value. Expert testimony "will assist the trier of  
21 fact only when it is relevant and the product of reliable methodology." *Higgs*, 222  
22 P.3d at 660 (quoting *Hallmark*, 189 P.3d at 651); *see also* Section I (discussing  
23 relevance). Since Brunson's testimony is neither relevant nor reliable, it must be  
24 excluded in this case.

25  
26 *[Continued on following page.]*  
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**IV. CONCLUSION**

For the foregoing reasons, Chase respectfully requests that the Court exclude Michael Brunson's report and testimony.

Dated: August 3, 2016.

BALLARD SPAHR LLP

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Reconveyance Company*

**CERTIFICATE OF SERVICE**

Pursuant to N.R.C.P. 5, I hereby certify that on the 3<sup>rd</sup> day of August, 2016, an electronic copy of the JPMORGAN CHASE BANK, N.A.'S REPLY IN SUPPORT OF MOTION TO EXCLUDE TESTIMONY OF MICHAEL BRUNSON was served on the following counsel of record via the Court's electronic service system:

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# EXHIBIT G

# EXHIBIT G

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

SFR INVESTMENTS POOL1, LLC a Nevada  
limited liability company,

Plaintiff,

vs.

VENTA REALTY GROUP, a Nevada  
corporation, JP MORGAN CHASE BANK,  
N.A., a national association, successor by  
merger to CHASE HOME FINANCE LLC, a  
foreign limited liability corporation,  
NATIONAL DEFAULT SERVICING  
CORPORATION, an Arizona corporation,  
CALIFORNIA RECONVEYANCE  
COMPANY a California corporation,  
REPUBLIC SILVER STATE DISPOSAL,  
INC., a Nevada corporation, PARADISE  
COURT HOMEOWNERS ASSOCIATION, a  
Nevada non-profit corporation and DELANIE  
L. HARNED, an individual, DOES I through  
X; and ROE CORPORATIONS I through X,  
inclusive,

Defendants.

Case No. A-12-672963-C

Dept. No. XXVII

**NOTICE OF 30(b)(6) DEPOSITION OF  
JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION**

**Date: June 25, 2015**

**Time: 1:00 p.m.**

**TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD**

PLEASE TAKE NOTICE that SFR Investments Pool 1, LLC's ("SFR") shall take the  
deposition of defendant JPMorgan Chase Bank, National Association ("JPMorgan") on  
**Thursday, June 25, 2015 at 1:00 p.m. at 1111 Polaris Parkway, Columbus, OH 43240 ,**  
upon oral examination, pursuant to Rule 30 of the Nevada Rules of Civil Procedure.

1 YOU ARE FURTHER NOTIFIED that the deposition shall be taken before a certified  
2 court reporter, notary public or other officer authorized to administer oaths by the State of  
3 Nevada at the place where the deposition is to be held. The deposition will be recorded by  
4 stenographic means. You are invited to attend and to cross examine.

5 YOU ARE FURTHER NOTIFIED that the deponent is not a natural person. Pursuant to  
6 Nevada Rule of Civil Procedure 30(b)(6), JPMorgan, is advised of its duty to designate one or  
7 more of its knowledgeable officers, directors, managing agents, commissioners, employers or  
8 other persons who consent to testify on its behalf concerning the subjects identified in this notice.

9 **DEFINITIONS**

10 The following definitions apply to these areas of inquiry described below:

11 1. "Property" refers to the real property located at **1076 Slate Crossing Lane, #102,**  
12 **Henderson, Nevada 89002, Parcel No. 179-34-713-236.**

13 2. The lower-case term "association" refers generally to a homeowners association,  
14 planned unit development, or condominium association, and the capitalized term "Association"  
15 refers specifically to Paradise Court Homeowner's Association.

16 3. "Association foreclosure sale" refers to the public auction held on September 21,  
17 2012 by Nevada Association Services, Inc. ("NAS") on behalf of the Association.

18 4. "Plaintiff" refers to SFR Investments Pool 1, LLC.

19 5. "Borrower" refers to Defendant Delanie Harned.

20 6. "Deed of Trust" refers to the document recorded in the Official Records of the  
21 Clark County Recorder as Instrument No. 200805140005041 on or about May 14, 2008.

22 7. "Person" refers to any natural individual, governmental entity, or business entity,  
23 including a corporation, partnership, association, limited liability company, or other entity or  
24 combination thereof, and all corporations, divisions, or entities affiliated with, owned, or  
25 controlled directly or indirectly or owning or controlling directly or indirectly any such entities  
26 as well as directors, officers, employees, agents, attorneys, affiliates, or other representatives  
27 thereof, or third parties retained by any of the above.

28 JPMorgan shall designate one (1) or more persons to testify on its behalf who shall be

1 expected to testify and provide full and competent testimony in the following areas of inquiry:

- 2 1. If and how JPMorgan obtained actual notice of the Association foreclosure proceedings  
3 *before* the Association foreclosure sale.
- 4 2. To the extent JPMorgan denies having actual notice of the Association foreclosure  
5 proceedings *before* the Association foreclosure sale, all documents mentioning the  
6 Association lien, Association assessments and/or Association foreclosure as it relates to  
7 JPMorgan's security interest in the Property including, but not limited to computer records,  
8 imaged files, notes, correspondence, emails, loan modification applications/agreements,  
9 short sale applications/agreements, foreclosure records, valuations, appraisals, broker's price  
10 opinions, title reports and trustee's sale guarantees. This area of inquiry is limited to the  
11 time period beginning from the time the Borrower applied for the subject loan to the date of  
12 the Association foreclosure sale.
- 13 3. The current location and contents of the collateral file for the loan securing the First Deed of  
14 Trust containing the original promissory note, deed of trust, and any recorded or unrecorded  
15 assignments. For purposes of this inquiry, the "contents of the collateral file" is limited to  
16 the identification of documents included in the collateral file, the existence of any  
17 indorsements on or allonges to the promissory note, and information contained in all  
18 recorded and unrecorded assignments.
- 19 4. The transaction(s) through which JPMorgan obtained an interest in the Property, including  
20 the type of transaction, date of the transaction, and interest obtained. To the extent  
21 JPMorgan is alleging that the price paid at the Association foreclosure sale was not  
22 commercially reasonable, this area of inquiry also includes the price JPMorgan paid to  
23 obtain its interest in the Property.
- 24 5. JPMorgan's authority to enforce the First Deed of Trust and underlying promissory note,  
25 including the accuracy of representations made in any Affidavit of Authority attached to a  
26 Notice of Default and Election to Sell under the First Deed of Trust.
- 27 6. The identity of any other entities of which JPMorgan is aware that currently claim an  
28



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- 1 interest in the First Deed of Trust and/or the underlying promissory note.
- 2 7. The identity of any entity of which JPMorgan is aware that currently insures or claims a
- 3 contractual interest in the First Deed of Trust and/or underlying promissory note.
- 4 8. Provisions of any pooling and servicing agreement and/or servicing guidelines applicable to
- 5 JPMorgan's security interest in the Property that mention or are applicable to associations,
- 6 association liens or association foreclosures. This area of inquiry is limited to the time
- 7 period beginning from when the Association recorded any notice of delinquent assessments
- 8 to the time of the Association foreclosure sale.
- 9 9. All communications between JPMorgan and/or its agents and any other party to this
- 10 litigation that mention Association's lien, Association assessments and/or Association
- 11 foreclosure as it relates to the Property. This area of inquiry is limited to the time period
- 12 beginning from the time the Borrower applied for the subject loan to the date of the
- 13 Association foreclosure sale. For purposes of this area of inquiry, "agents" means any
- 14 person or entity JPMorgan authorized to communicate with any other party to this litigation
- 15 on JPMorgan's behalf.
- 16 10. All communications referencing the Property between JPMorgan and/or its agents and any
- 17 association, association's management company, association's collection company, or
- 18 association's foreclosure agent. This area of inquiry is limited to the time period beginning
- 19 from the time the Borrower applied for the subject loan to the date of the Association
- 20 foreclosure sale. For purposes of this area of inquiry, "agents" means any person or entity
- 21 JPMorgan authorized to communicate with any association, association's management
- 22 company, association's collection company, or association's foreclosure agent on
- 23 JPMorgan's behalf.
- 24 11. The date, amount, type and manner of any monetary payments tendered by JPMorgan or its
- 25 agents to the Association, the Association's management company, Association's
- 26 foreclosure agent and/or the Association's collection company relating to the Association's
- 27 lien on the Property. This area of inquiry is limited to the period beginning from the time the
- 28 loan securing the First Deed of Trust was originated to the date of the Association

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1 foreclosure sale. For purposes of this area of inquiry, "agents" means any person or entity  
2 JPMorgan authorized to tender monetary payments to the Association, the Association's  
3 management company, Association's foreclosure agent and/or the Association's collection  
4 company on JPMorgan's behalf.

5 12. To the extent JPMorgan alleges that any payment it tendered towards the amounts included  
6 in the Association's lien on the Property was rejected by the Association, the Association's  
7 management company, Association foreclosure company and/or the Association's collection  
8 company, the facts and circumstances surrounding any such rejection.

9 13. Foreclosure notices referencing an association lien on the Property received by JPMorgan,  
10 its predecessors in interest, or its agents, including the trustee of the First Deed of Trust.  
11 This area of inquiry is limited to the period beginning from the time the loan securing the  
12 First Deed of Trust was originated to the date of the Association foreclosure sale.

13 14. Attendance at and/or participation in the Association foreclosure sale by JPMorgan its  
14 predecessors in interest, or their agents. For purposes of this area of inquiry, "agents"  
15 includes any person or entity JPMorgan or its predecessors in interest authorized to attend or  
16 participate in the Association foreclosure sale on their behalf.

17 15. Any civil or administrative action challenging the Association lien or Association  
18 foreclosure sale in which JPMorgan or its predecessors in interest filed or participated. This  
19 area of inquiry is limited to the period beginning from the time the loan securing the First  
20 Deed of Trust was originated to the date of the Association foreclosure sale.

21 16. If applicable, all communications between JPMorgan and the servicer of the loan secured by  
22 the First Deed of Trust that mention the Association's lien, Association assessments and/or  
23 Association foreclosure as it relates to the Property. This area of inquiry is limited to the  
24 time period beginning from the time the loan securing the First Deed of Trust was originated  
25 to the date of the Association foreclosure sale.

26 17. All internal communications that mention the Association's lien, delinquent Association  
27 assessments and/or Association foreclosure as it relates to the Property. This area of inquiry  
28 is limited to the time period beginning from the time the loan securing the First Deed of

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1 Trust was originated to the date of the Association foreclosure sale. For privileged  
2 communications, please provide testimony regarding the date of any such communication  
3 and the parties involved.

4 18. To the extent JPMorgan denies having actual notice of the Association foreclosure  
5 proceedings *before* the Association foreclosure sale, all title insurance policies and trustee's  
6 sale guarantees that mention the Association or the Association lien as it relates to the  
7 Property, including any claims made against such policies or guarantees. This area of  
8 inquiry is limited to the time period beginning from the date the loan securing the First Deed  
9 of Trust was originated to the date of the Association foreclosure sale.

10 19. To the extent JPMorgan is alleging that the price paid at the Association foreclosure sale  
11 was not commercially reasonable, any valuation, appraisals and/or broker's price opinions of  
12 the Property obtained by JPMorgan or its agents. This area of inquiry is limited valuation,  
13 appraisals and/or broker's price opinions expressing the value of the Property anytime  
14 during the time period beginning from the date the loan securing the First Deed of Trust was  
15 originated to the date of the Association foreclosure sale.

16 20. JPMorgan's understanding of the purpose and effect of the Planned Unit Development Rider  
17 included in the First Deed of Trust.

18 21. JPMorgan's practices, policies and procedures applicable to the Property for handling  
19 association liens. This area of inquiry is limited to the time period beginning from the date  
20 the loan securing the First Deed of Trust was originated to the date of the Association  
21 foreclosure sale.

22 22. JPMorgan's factual basis for its allegation that the First Deed of Trust was not extinguished  
23 by the Association foreclosure sale.

24 ///

26 ///

27 ///

1 23. Factual basis for JPMorgan's responses to written discovery propounded by any party to this  
2 litigation.

3 Dated this 13th day of April, 2015.

**HOWARD KIM & ASSOCIATES**

/s/Diana S. Cline

HOWARD C. KIM, ESQ.

Nevada Bar No. 10386

DIANA S. CLINE, ESQ.

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*Attorneys for SFR Investments Pool 1, LLC*

**CERTIFICATE OF SERVICE**

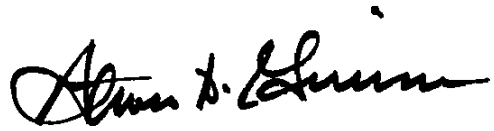
12 I HEREBY CERTIFY that on this 13th day of April, 2015, pursuant to NRCP 5(b), I  
13 served via the Eighth Judicial District Court electronic filing system the foregoing **NOTICE**  
14 **OF 30(b)(6) DEPOSITION OF JPMORGAN CHASE BANK, NATIONAL**  
15 **ASSOCIATION**, to the following parties:

**Smith Larsen & Wixom**

<b>Name</b>	<b>Email</b>
Cheryl J. Martinez	<a href="mailto:cjm@slwlaw.com">cjm@slwlaw.com</a>
Chet A. Glover	<a href="mailto:cag@slwlaw.com">cag@slwlaw.com</a>
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/s/ Jody Foote

AN EMPLOYEE OF HOWARD KIM & ASSOCIATES



CLERK OF THE COURT

TRAN

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \* \*

SFR INVESTMENTS POOL 1, LLC,	.	CASE NO. A-12-672963-C
	.	
Plaintiff,	.	DEPT. NO. XXVII
	.	
vs.	.	<b>TRANSCRIPT OF</b>
	.	<b>PROCEEDINGS</b>
	.	
VENTA REALTY GROUP, et al.,	.	
	.	
Defendants.	.	
. . . . .	.	
<u>And all related claims.</u>	.	

BEFORE THE HONORABLE NANCY ALLF, DISTRICT COURT JUDGE

**JP MORGAN CHASE BANK, N.A.'S MOTION TO EXCLUDE  
TESTIMONY OF MICHAEL BRUNSON**

WEDNESDAY, AUGUST 10, 2016

APPEARANCES:

FOR THE PLAINTIFF: KAREN HANKS, ESQ.

FOR THE DEFENDANTS: ABRAN E. VIGIL, ESQ.

COURT RECORDER:

TRACI RAWLINSON  
District Court

TRANSCRIPTION BY:

VERBATIM DIGITAL REPORTING, LLC  
Englewood, CO 80110  
(303) 798-0890

Proceedings recorded by audio-visual recording, transcript  
produced by transcription service.

1       LAS VEGAS, NEVADA, WEDNESDAY, AUGUST 10, 2016, 9:12 A.M.

2               THE COURT:   SFR Investments vs. Venta Realty.

3               MS. HANKS:   Good morning, Karen Hanks on behalf of  
4 SFR.

5               THE COURT:   Thank you.

6               MR. VIGIL:   Good morning, Your Honor.   Abe Vigil on  
7 behalf of JP Morgan Chase.

8               THE COURT:   Thank you.   And let's see, this is --  
9 let me make sure I have -- it's the -- JP Morgan's Motion to  
10 Compel and then we have a Motion to Exclude with an Opposition  
11 and Countermotion.   Mr. Vigil?

12              MR. VIGIL:   Thank you, Your Honor.   My understanding  
13 was that the Motion to Compel was going to be argued before  
14 the Discovery Commissioner.   And but if that's --

15              THE COURT:   You know, I wasn't sure.   I prepared for  
16 it either way, so.

17              MR. VIGIL:   Okay.   Well, for -- logistically I have  
18 an associate who prepared to argue that who's in the Discovery  
19 Commissioner's office right now.

20              THE COURT:   That's fine.

21              MR. VIGIL:   So it may make sense to -- for us to  
22 coordinate or to allow me to coordinate with her on that issue  
23 and --

24              THE COURT:   So --

25              MR. VIGIL:   -- and move on to the --

1 THE COURT: -- both of you intend for the Motion to  
2 Compel to be heard by the Discovery Commissioner?

3 MS. HANKS: Yes, we have an associate or a partner  
4 down there right now ready to argue that, so I'm not prepared  
5 to argue that, but.

6 THE COURT: That's fine. So let's just take up then  
7 the Motion to Exclude with the Opposition and Countermotion.

8 MS. HANKS: Great.

9 MR. VIGIL: Thank you so much, Your Honor.

10 On the Motion to Exclude, this has been briefed, I  
11 think, pretty well by both of the parties. And I know I don't  
12 appear in front of you all the time, but I understand that you  
13 -- you're very well prepared, and so I don't want to simply  
14 just recite everything that we already have presented to you  
15 and be in the papers.

16 THE COURT: No, not to cut you off either. You need  
17 to -- you need to be able to tell your clients that you've  
18 been heard.

19 MR. VIGIL: Understood. I recognize --

20 THE COURT: Right.

21 MR. VIGIL: -- that, Your Honor.

22 So for purposes of argument today, what I would like  
23 to do rather than rehash what you've already read, is simply  
24 hit on some of the high points --

25 THE COURT: Sure.



1 MR. VIGIL: -- that I believe are very important for  
2 purposes of our motion. So notwithstanding everything that  
3 we've provided to you in writing as a basis by which to  
4 exclude the rebuttal expert, I think there are two points that  
5 I'd like to hit on for purposes of oral argument. And those  
6 two points are going to be, Your Honor, of a procedural basis  
7 and then a substantive/legal basis.

8 The procedural basis which I'm going to talk about,  
9 Your Honor, is that a rebuttal expert simply cannot provide  
10 opinions that should have been made as an initial expert or  
11 within an initial expert disclosure.

12 The second basis, Your Honor, that I am going to  
13 talk about, which is I think legally substantive, is that the  
14 rebuttal expert opinion here is simply not relevant given the  
15 governing legal standard that has been established by the  
16 Nevada Supreme Court for purposes of measuring what an  
17 adequate value was to be garnered at the HOA foreclosure sale.

18 So first, Your Honor, and I think this is a pretty  
19 succinct point, here what SFR did was it supplied what should  
20 have been an initial expert report, but it did so in the form  
21 of a rebuttal report which was, you just can't do that. SFR  
22 knew in advance of the initial expert disclosure deadline that  
23 the adequacy of price was, in fact, at issue in this case, so  
24 it knew that that was something that Chase was providing in  
25 its defense in its case-in-chief.

1           And so an opinion of value is something that should  
2 have been provided as an initial report instead of waiting to  
3 try to supply that as a rebuttal report. That's simply barred  
4 both by the expert disclosure rules, and then it also, when  
5 you read the report, I'm sure you've seen, it simply goes far,  
6 far beyond rebutting and providing critique of what Chase  
7 provided in its initial expert disclosure. And so on that  
8 procedural basis it has to be excluded.

9           Secondarily, Your Honor, the rebuttal expert  
10 opinion, it's not relevant, and it's not relevant for I think  
11 two primary reasons. Number one is what the rebuttal expert  
12 does is he tries to invade on the province of the Court itself  
13 and tell the Court what the legal yardstick is by which to  
14 measure value for purposes of determining whether the amount  
15 garnered at the HOA foreclosure sale was adequate.

16           And when you look at the Shadow Wood case, which I  
17 know you're really familiar with, the Shadow Wood case, it  
18 speaks in terms of -- when we're talking about adequacy of  
19 price or commercial reasonableness it speaks in terms of the  
20 measure being fair market value, nothing else.

21           It doesn't talk about and it doesn't allow for an  
22 expert to come up with a different measure for the Court to  
23 use. Instead, the Nevada Supreme Court supplied, by rule of  
24 law, an objective measure, fair market value, which I  
25 recognize that there can be different types of fair market

1 value opinions, but here we have an opinion which isn't fair  
2 market value, it's something completely different. And  
3 because of that, it is not relevant, it is simply, you know, I  
4 think, an improper legal opinion trying to impede upon the  
5 Court's province of establishing what the yardstick is for  
6 purposes of measuring value.

7 And I think for that -- those reasons which are  
8 further articulated in our briefs, Your Honor, in substance,  
9 the rebuttal expert report needs to be excluded.

10 THE COURT: Thank you, Mr. Vigil.

11 MR. VIGIL: Thank you.

12 THE COURT: Ms. Hanks?

13 MS. HANKS: With respect to the first point, Your  
14 Honor, the Bank filed their Answer on January 25th, 2013, and  
15 not once did they allege price inadequacy or even commercial  
16 reasonableness as a defense or an allegation. So to suggest  
17 that SFR knew this was an issue in the case, this specific  
18 case, is actually not accurate.

19 Then the Bank also filed an Amended Answer on  
20 October 19, 2015 and still never alleged price inadequacy or  
21 commercial reasonableness as an issue or an affirmative  
22 defense in the case. But four days prior to doing the Amended  
23 Answer they did do a disclosure of an expert on October 13,  
24 2015. So it's just completely inaccurate to suggest that SFR  
25 knew that the Bank in this case was suggesting there was

1 anything wrong with the price or commercial reasonableness.

2           Setting that aside, however, Mr. Brunson's opinion  
3 is a true rebuttal opinion. He is attacking Mr. Dugan's  
4 choice of value with respect to the facts and circumstances of  
5 this case. And he goes through a pretty copious analysis and  
6 says, as an appraiser, they have an independent duty to  
7 identify what the appraisal problem is, and then looking at  
8 all the totality of the circumstances that are basically  
9 governing the market for this particular property, you have to  
10 take that into consideration and decide the appropriate value  
11 that you would apply. And he doesn't do that. And Mr.  
12 Brunson goes and explains why he doesn't do it, and why that's  
13 a faulty exercise on his part.

14           And then he also explains what the more appropriate  
15 definition would be, because there's multiple definitions of  
16 value. It's not a fact value, it is a concept. And so he  
17 explains there's multiple definitions and then he explains  
18 there's a more appropriate definition given the facts and  
19 circumstances of this case, particularly the fact that we're  
20 dealing with a distressed sale situation.

21           So it is a true rebuttal. Even though he's talking  
22 about a different value, it's no different than -- I try to  
23 liken it to a personal injury case where you might have a  
24 defense expert opining to a life care plan and they might say,  
25 well, I disagree with the rhizotomies and the surgery that's

1 being recommended, but I will agree that maybe this more  
2 conservative treatment, physical therapy, some medication,  
3 lifetime medication would be appropriate. It's not different.  
4 He's attacking the substance of the opinions, but then he's  
5 also recognizing what he might recommend in lieu of what the  
6 plaintiff's expert might be recommending. It's no different  
7 than what Mr. Brunson's doing.

8           With respect to the relevance, Your Honor, frankly,  
9 there is no case law in Nevada that tells you how to measure  
10 any type of adequacy of price. In fact, that's not even the  
11 standard. Nevada has very clearly laid out that they've  
12 adopted the Golden vs. Tomiyasu case and they say price alone  
13 is not sufficient. You have to have fraud, oppression or  
14 unfairness.

15           So frankly, I'm in a position, my client's in a  
16 position where we don't even think experts should be involved  
17 at all, because the Bank should have to be coming forward with  
18 evidence of fraud, oppression or unfairness that accounts for  
19 and brings about the actual price paid at the auction which  
20 they never do. And the Bank hasn't done it in this case.

21           The problem is, they name an expert. I'm not going  
22 to have my client jeopardize itself and go to trial without a  
23 competing expert, so I have to name an expert in rebuttal and  
24 that's what we're doing. But the bottom line is the  
25 *Restatement* is not adopted by Nevada, and even if it were

1 adopted by Nevada it's not as black and white as the Bank  
2 would like it to be.

3 Even the *Restatement* has examples of where fair  
4 market value is not the proper measurement and that it needs  
5 to be adjusted when you have liens that might stay on the  
6 property or other circumstances. And that's exactly what Mr.  
7 Brunson's testimony is going to be and that's exactly what his  
8 opinion is in this case.

9 That you cannot look at a property that was sold in  
10 a distressed sale situation and compare it to the best case  
11 scenario, a market transaction, as if a homeowner was selling  
12 it on the open market to every potential buyer out there.

13 You have to take into consideration what was --  
14 approaching this particular property, what was recorded  
15 against this particular property and take into consideration  
16 you have a smaller pool of buyers, typically cash buyers, not  
17 buyers who can get lending from an institution, who are  
18 attending these sales, and it's an auction type of an  
19 environment. It's going to be the best price, the highest  
20 price bid. You don't bid any -- a dollar more than you need  
21 to. So explains all of that and explains why you can't just  
22 look at it as a black and white market value versus the price  
23 paid at the auction.

24 So, Your Honor, based on that we believe that Mr.  
25 Brunson should be able to testify, and if anything if he's not

1 relevant than Mr. Dugan is not relevant.

2 THE COURT: Thank you, Ms. Hanks. Your reply,  
3 please, Mr. Vigil?

4 MR. VIGIL: Thank you, Your Honor.

5 First, I disagree with the personal injury analogy.  
6 In this instance the -- when the Court is weighing an adequacy  
7 of price there's a measure which has been established by the  
8 Nevada Supreme Court. Like it or not, the Nevada Supreme  
9 Court did, in fact, affirmatively cite to the *Restatement*  
10 *Third of Property* to discuss what is or is not a grossly  
11 inadequate price.

12 And we've cited for you -- we've quote in a block  
13 quote directly from the *Restatement Third of Property* which  
14 states that standard by which gross inadequacy is measured is  
15 the fair market value of real estate. For this purpose, the  
16 latter means not to the fair forced sale value of the real  
17 estate, but the price which would result from negotiation and  
18 mutual agreement and so on, going into the definition of what  
19 fair market value is.

20 That is a *Restatement* principal which is the law  
21 which is incorporated by the Shadow Wood case. For a rebuttal  
22 expert to try to redefine what that value is, again, that  
23 steps into the shoes of the Court and it tries to usurp your  
24 power, your ability as the arbiter of what is or is not  
25 admissible and what is a legal question to be applied here as



1 the standard of -- or the -- the measure for determining  
2 value.

3 Second, Your Honor, with regard to whether SFR had  
4 notice about whether inadequacy of price, and as some people  
5 are calling it, commercial reasonableness as to value was part  
6 of this case, we did supply for you in our Reply, together  
7 with an exhibit which is Exhibit G in the record, that it's  
8 about six full months in advance of the initial expert  
9 disclosure deadline that SFR, in fact, did include in a Rule  
10 30(b)(6) depo notice a question of whether Chase was going to  
11 contend that inadequacy of price was an issue.

12 And so that's -- that's tantamount to an admission  
13 that they know, and we certainly didn't say, no, that's not  
14 what we're doing. That's six months advance notice of this  
15 issue being part of this case.

16 And I, you know, I think with that, Your Honor, I  
17 think I'll rest. I do think that the rebuttal expert report  
18 does need to be excluded from this case. It's simply not  
19 germane to anything given that what it's trying to do is  
20 impede on basically your job of establishing what the legal  
21 standard is by trying to redefine it by way of an expert  
22 opinion.

23 THE COURT: Thank you. This is the Defendant's  
24 Motion to Exclude the Testimony of Michael Brunson as a  
25 Rebuttal Expert. The motion will be denied for the following

1 reasons. First, given the fact that the Answer did not  
2 originally bring up the adequacy of price, the rebuttal -- it  
3 was appropriate for the plaintiff to treat Mr. Brunson as a  
4 rebuttal witness.

5 The objection to his standard, I will listen to the  
6 testimony and apply the law correctly, but I think that the  
7 objection here goes to the weight and not admissibility of his  
8 testimony, and I do find that his testimony will be relevant  
9 at the time of trial. So -- and you guys are set for the  
10 22nd. Is that a stack or a firm date?

11 MS. HANKS: I think you gave us a firm date, Your  
12 Honor, in October.

13 THE CLERK: It's the 24th.

14 THE COURT: Oh, that's right.

15 MS. HANKS: Yeah.

16 THE COURT: Good enough. I wanted to make sure that  
17 I picked that up today since it looks like it may be one of  
18 the last motions before we have our trial, October 24th.

19 MS. HANKS: Yep.

20 THE COURT: Good enough. Ms. Hanks to prepare the  
21 order. Mr. Vigil, do you wish to sign off on it?

22 MR. VIGIL: Sure. Thank you.

23 THE COURT: Approve -- approve as to form.

24 MS. HANKS: Thank you.

25 MR. VIGIL: Thank you, Your Honor.

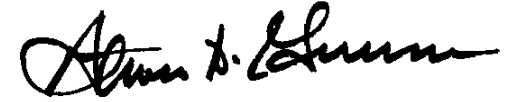
1 THE COURT: Thank you both.

2 (Proceeding concluded at 9:25 a.m.)

3 \* \* \* \* \*

4 ATTEST: I hereby certify that I have truly and correctly  
5 transcribed the audio/visual recording in the above-  
6 entitled case.

7   
8 Julie Ford  
9 Independent Transcriber



CLERK OF THE COURT

MSJD  
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*Attorneys for SFR Investments Pool 1, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

SFR INVESTMENTS POOL 1, LLC, a  
Nevada limited liability company,

Plaintiff,

vs.

VENTA REALTY GROUP, a Nevada  
corporation, JP MORGAN CHASE BANK,  
N.A., a national association, successor by  
merger to CHASE HOME FINANCE LLC, a  
foreign limited liability corporation,  
NATIONAL DEFAULT SERVICING  
CORPORATION, an Arizona corporation,  
CALIFORNIA RECONVEYANCE  
COMPANY a California corporation,  
REPUBLIC SILVER STATE DISPOSAL,  
INC., a Nevada corporation, PARADISE  
COURT HOMEOWNERS ASSOCIATION, a  
Nevada non-profit corporation and DELANIE  
L. HARNED, an individual, DOES I through  
X; and ROE CORPORATIONS I through X,  
inclusive,

Defendants.

Case No. A-12-672963-C

Dept. No. XXVII

**SFR INVESTMENTS POOL 1,  
LLC'S MOTION FOR SUMMARY  
JUDGMENT**

SFR Investments Pool 1, LLC ("SFR"), by and through its counsel, Kim Gilbert Ebron,  
hereby moves for summary judgment against JPMorgan Chase Bank, N.A.'s, ("Chase" or "the  
Bank")<sup>1</sup> for all claims pursuant to NRCP 56(c).

<sup>1</sup> Unless otherwise specified, herein "the Bank" refers to JP Morgan Chase, any predecessors in interest to  
the First Deed of Trust, as well as any agents acting on behalf of these entities, including but not limited

This Motion is based on the papers and pleadings on file herein, the following memorandum of points and authorities, the Declaration of Jacqueline A. Gilbert, Esq. (“Gilbert Decl.”), attached as **Exhibit 1**, the Declaration of Robert Diamond (“Diamond Decl.”) attached as **Exhibit 2**, and such evidence/and oral argument as may be presented at the time of the hearing on this matter.

## NOTICE OF HEARING

PLEASE TAKE NOTICE that on 15 day of SEPTEMBER, 2016, at the hour of 10:30A  
      a.m./~~p.m.~~, or as soon thereafter as counsel may be heard, the undersigned will bring  
this Motion for Summary Judgment before the Court.

DATED this 11th day of August, 2016.

**KIM GILBERT EBRON**

/s/ Jacqueline A. Gilbert  
 DIANA CLINE EBRON, ESQ.  
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 JACQUELINE A. GILBERT, ESQ.  
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## MEMORANDUM OF POINTS AND AUTHORITIES

## I. INTRODUCTION

This case arises from Paradise Court Homeowners' Association's (the "Association") foreclosure of real property commonly referred to as **1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236 (the "Property")**. Specifically, on September 21, 2012, the Association held a public auction of the Property based on unpaid monthly assessments. At the foreclosure sale, SFR made the highest bid.

Based on the underlying foreclosure sale, the First Deed of Trust (“FDOT”) was extinguished by the Association’s non-judicial foreclosure sale. See SFR Investments Pool I,

\_\_\_\_\_ (continued)  
to servicers, trustees and nominee beneficiaries.

1 LLC v. U.S. Bank, N.A., 130 Nev. \_\_\_, \_\_\_, 334 P.3d 408, 419 (2014). The recitals in the  
2 Foreclosure Deed provide conclusive proof that the Bank was given notice of the sale, which is  
3 supported by evidence of receipt by the Bank, and the Bank failed to protect its interest. SFR is  
4 entitled to summary judgment on its claims for quiet title and permanent injunction, against the  
5 above-named parties. Specifically, (1) title should be quieted in the name of SFR, (2) the deed  
6 of trust purportedly held by the Bank should be permanently removed from title; and (3) the  
7 Bank, and any agents acting on its behalf, are permanently enjoined from any sale or transfer  
8 that would affect SFR's title to the Property.

## 9 **II. STATEMENT OF UNDISPUTED FACTS**

10 The following contains facts undisputed by either party and is supported by documents  
11 disclosed by the parties, publicly recorded with the Clark County Recorder, produced by third-  
12 parties via subpoena or provided via deposition testimony:

13 <b>DATE</b>	<b>FACTS</b>
14 1991	Nevada adopted Uniform Common Interest Ownership Act as NRS 116, including NRS 116.3116(2).
15 May 18, 2004	Association perfected and gave notice of its lien by recording its Declaration of Covenants, Conditions and Restrictions ("CC&Rs") in Book No. 20040518 as Instrument No. 0001999. <sup>2</sup>
16 May 14, 2008	Grant, Bargain, Sale Deed, transferring the Property to Delaine L. Harned, recorded as Instrument No. 20080514-0005040. <sup>3</sup>
17 May 14, 2008	Deed of Trust in favor of the Venta Realty Group, dba Venta Home Loans ("FDOT"), recorded as Instrument No. 20080514-0005041. <sup>4</sup> The FDOT contained a Planned Unit Development Rider that allowed the Lender to pay the Borrowers Association Assessment and add that amount to the Borrower's debt to Lender. <sup>5</sup> The FDOT also included language that stated "the Lender may do and pay whatever is necessary to protect the value of the Property and the Lender's rights in the Property, including payment of taxes, hazard insurance, and other items mentioned in paragraph 2." <sup>6</sup>

24  
25 <sup>2</sup> See First and Last Page of Recorded CC&Rs attached to Gilbert Decl. as **Exhibit 1-A. [Chase\_CRC0088; Chase\_CRC0179]**.

26 <sup>3</sup> See Grant, Bargain, Sale Deed attached to Gilbert Decl. as **Exhibit 1-B. [Chase\_CRC\_NAS0192-0199]**

27 <sup>4</sup> See First Deed of Trust attached to Gilbert Decl. as **Exhibit 1-C. [Chase\_CRC 0001-0013]**.

28 <sup>5</sup> Id. at [Chase-CRC 0012-0013].

<sup>6</sup> Id. at [Chase-CRC 0002-0006].

February 5, 2010	Association recorded Notice of Delinquent Assessment (the operative NODA) Instrument No. 20100205-0001923. <sup>7</sup> The homeowner, Delaine L. Harned, was mailed the Operative NODA. <sup>8</sup>
December 6, 2010	Assignment of Deed of Trust on behalf of Chase Home Finance LLC recorded by California Reconveyance Company as Instrument No. 201012060000315 <sup>9</sup>
December 6, 2010	Substitution of Trustee by MERS, on behalf of Chase Home Finance as beneficiary under the deed of trust, substituting California Reconveyance Company as new trustee recorded as Instrument No. 20101206-0000316. <sup>10</sup>
December 6, 2010	A Notice of Default and Election to Sell Under Deed of Trust is recorded on behalf of the Bank as Instrument No. 201012060000317 <sup>11</sup>
April 12, 2011	Certificate of Mediation Foreclosure Program recorded as Instrument No. 201104120001990. <sup>12</sup> This document states, "Non-Applicable Property: The Beneficiary May Proceed with the foreclosure process."
June 1, 2011	A Notice of Trustee Sale's is recorded by California Reconveyance Company as trustee to MERS as Instrument No. 2011060100003269. <sup>13</sup> The sale was scheduled for June 21, 2011.
September 29, 2011	A Second Notice of Trustee's Sale is recorded by California Reconveyance Company as trustee to MERS as Instrument No. 2011060100003269. <sup>14</sup> The sale was scheduled for October 20, 2011.
March 7, 2012	After more than 30 days elapsed from the date of mailing of the operative NODA, Association recorded a Notice of Default as Instrument No. 201203070000441. <sup>15</sup> Within 10 days of recordation, the Notice of Default was thereafter mailed to numerous parties, including in pertinent part, Harned, Venta Realty Group, the Bank, California Reconveyance Company, and MERS. <sup>16</sup>

<sup>7</sup> See Notice of Delinquent Assessments attached to Gilbert Decl. as **Exhibit 1-D. [Chase\_CRC0014]**.

<sup>8</sup> See Proof of mailings, attached to Gilbert Decl. as **Exhibit 1-E [Chase\_CRC\_NAS0013-0016]**.

<sup>9</sup> See Assignment of Deed of Trust, attached to Gilbert Decl. as **Exhibit 1-F. [Chase\_CRC0017]**.

<sup>10</sup> See Substitution of Trustee attached to Gilbert Decl. as **Exhibit 1-G. [Chase\_CRC0015-0016]**.

<sup>11</sup> See Bank's Notice of Default and Election to Sell Under Deed of Trust attached to Gilbert Decl. as **Exhibit 1-H. [Chase\_CRC0018-0019]**.

<sup>12</sup> See Certificate of Nevada Foreclosure Mediation Program attached to Gilbert Decl. as **Exhibit 1-I. [Chase\_CRC-0020]**

<sup>13</sup> See First Notice of Trustee's Sale, attached to Gilbert Decl. as **Exhibit 1-J. [Chase\_CRC0021-0023]**.

<sup>14</sup> See Second Notice of Trustee's Sale, attached to Gilbert Decl. as **Exhibit 1-K. [Chase\_RC0024-0026]**.

<sup>15</sup> See Notice of Default attached to Gilbert Decl. as **Exhibit 1-L. [Chase\_CRC002-0028]**.

<sup>16</sup> See Notice of Default Mailings attached to Gilbert Decl. as **Exhibit 1-M. [Chase\_CRC\_NAS0164-**



	The Bank received the Notice of Default. The Bank does not dispute receiving this notice. <sup>17 18</sup>
	The Bank did not make any attempts to pay the Association's lien after it received the Notice of Default. <sup>19</sup>
May 25, 2012	The Bank sent a letter to the homeowner advising that the Association sent the Bank the NOD. In that letter, the Bank advised the homeowner that if she did not "take action to correct this situation, Chase may initiate the appropriate actions" to bring her account current with the "association, pursuant to the terms of your mortgage." <sup>20</sup>
August 30, 2012	After more than 90 days elapsed from the date of the mailing of the Notice of Default, Association recorded a Notice of Trustee's Sale ("Notice of Sale") as Instrument No. 20120830-0003067. <sup>21</sup>  The Notice of Sale was mailed to numerous parties, including in pertinent part, Harned, Venta Realty Group, the Bank, California Reconveyance Company, and MERS. <sup>22</sup>  The Bank received the Notice of Sale. <sup>23</sup> The Bank does not dispute receiving this notice. <sup>24</sup>  The Bank took no action after it received the Notice of Sale. <sup>25</sup>
Prior to September 21, 2012	The Notice of Sale was posted on the Property in a conspicuous place. <sup>26</sup>  The Notice of Sale was thereafter posted at three public places within Clark County for 20 consecutive days. <sup>27</sup>

(continued)

**0190].**

<sup>17</sup> See the Bank's responses to SFR's First Request for Admission, attached to Gilbert Decl. as **Exhibit 1-N**.

<sup>18</sup> See Deposition of Susan Newby, FRCP 30(b)(6) designee for the Bank, attached to Gilbert Decl. as **Exhibit 1-O**. See specifically, 21:11-22:5; Deposition Ex. 9.

<sup>19</sup> Ex. 1-O, at 22:7-14.

<sup>20</sup> Id. at Deposition Ex. 9.

<sup>21</sup> See Notice of Foreclosure Sale, attached to Gilbert Declaration as **Exhibit 1-P**. [Chase\_CRC0029-0030].

<sup>22</sup> See Proof of Notice of Sale Mailings, attached to Gilbert Decl. as **Exhibit 1-Q**. [Chase\_CRC\_NAS00240-00244].

<sup>23</sup> Ex. 1-O, See specifically, 25:5-20; Deposition Ex. 10.

<sup>24</sup> Ex. 1-O at 24:12-25:8

<sup>25</sup> Ex. 1-O at 26:5-20.

<sup>26</sup> See Mailings and Publication of Notice of Sale attached to Gilbert Decl. as **Ex. 1-R**. [Chase\_CRC\_NAS\_0245-0249].

<sup>27</sup> Id.

	The Notice of Sale was published in the Nevada Legal News for three consecutive weeks. <sup>28</sup>
Prior to September 21, 2012	<p>The Bank never exercised its right under the FDOT to set up an escrow account from which to pay the Association's assessments.<sup>29</sup></p> <p>The Bank never paid or tried to pay any portion of the Association's lien.<sup>30</sup></p> <p>The Bank did not challenge the foreclosure sale in any civil or administrative proceeding.<sup>31</sup></p> <p>No release of the superpriority portion of the Association's lien was recorded against the Property.<sup>32</sup></p> <p>No lis pendens was recorded against the Property.<sup>33</sup></p>
September 21, 2012	<p>Association foreclosure sale took place and SFR placed the winning bid of \$6,100.00.<sup>34</sup> This amount was paid by SFR.<sup>35</sup></p> <p>There were multiple bidders in attendance at the sale.<sup>36</sup></p> <p>No one acting on behalf of the Bank attended the sale.<sup>37</sup></p>
September 25, 2012	<p>Trustee's Deed Upon Sale ("Foreclosure Deed") vesting title in SFR recorded as Instrument No. 20120925-0001230.<sup>38</sup></p> <p>As recited in the Foreclosure Deed, the Association foreclosure sale all requirements of law were complied with, including the mailing of copies of notices, the recording of the Notice of Default, and the posting and publication of copies of the Notice of Sale.</p> <p>SFR has no reason to doubt the recitals in the Foreclosure Deed.<sup>39</sup> If there were any issues with delinquency or noticing, none of these were communicated to SFR.<sup>40</sup></p>

<sup>28</sup> Id.

<sup>29</sup> Ex. 1-O, at 22:7-14

<sup>30</sup> Id.

<sup>31</sup> Id.

<sup>32</sup> Ex. 2, at ¶ 18.

<sup>33</sup> Ex. 2, at ¶ 19.

<sup>34</sup> See Foreclosure Deed attached to Diamond Decl. as **Exhibit 2-A. [Chase\_CRC 0031]**.

<sup>35</sup> See Diamond Decl., **Exhibit 2**, ¶ 7; see also **Exhibit 2-A**.

<sup>36</sup> Ex. 2, ¶ 15.

<sup>37</sup> See **Exhibit 1-N** at p. 49:6-8.

<sup>38</sup> Ex. 2-B.

<sup>39</sup> Ex. 2, at ¶ 13.

<sup>40</sup> Ex. 2, at ¶ 14.

	Further, neither SFR, nor its agent, have any relationship with the Association besides owning property within the community. <sup>41</sup>
	Similarly, neither SFR, nor its agent, have any relationship with NAS, the Association's agent, beyond attending auctions, bidding, and occasionally purchasing properties at publicly-held auctions conducted by NAS, or having purchased some reverted properties through arm's-length negotiations. <sup>42</sup>
October 11, 2012	Substitution of Trustee in favor of National Default Servicing Corporation ("NDSC") recorded as Instrument No. 20121011-0001602 <sup>43</sup>
October 11, 2012	Notice of Trustee's Sale under the deed of trust recorded by NDSC as Instrument No. 20121011-0001603 <sup>44</sup>
December 4, 2012	SFR filed its Complaint for quiet title against the Bank. <sup>45</sup>
December 5, 2012	SFR filed its Notice of Lis Pendens on the Property. <sup>46</sup>
January 25, 2013	The Bank filed its Answer to SFR's Complaint. <sup>47</sup>
September 18, 2014	Nevada Supreme Court issued <u>SFR Investments Pool 1, LLC v. U.S. Bank, N.A.</u> , opinion holding that a properly held association foreclosure sale pursuant to NRS 116.31162-116.31168 extinguishes a first deed of trust. <sup>48</sup>
October 19, 2015	The Bank filed its Amended Answer to SFR's Complaint and Counterclaim against SFR <sup>49</sup>
November 6, 2015	SFR filed its Answer to the Bank's Counterclaim. <sup>50</sup>

### III. LEGAL ARGUMENT

#### A. Motion for Summary Judgment Standard.

Summary judgment is appropriate "when the pleadings and other evidence on file

<sup>41</sup> Ex. 2, at ¶ 16.

<sup>42</sup> Ex. 2, at ¶ 17.

<sup>43</sup> See Substitution of Trustee attached to Gilbert Decl. as **Exhibit 1-S. [SFR000039]**.

<sup>44</sup> See Notice of Trustee's attached to Gilbert Decl. as **Exhibit 1-T. [Chase\_CRC0032-0034]**.

<sup>45</sup> See Complaint on file herein. Default judgment quieting title against Venta entered by the Court on May 14, 2015. See Default on file herein. All other parties have been dismissed from this action.

<sup>46</sup> See Lis Pendens attached to Gilbert Decl. as **Exhibit 1-U. [Chase\_CRC0035-0036]**.

<sup>47</sup> See Answer on file herein.

<sup>48</sup> 334 P.3d at 419.

<sup>49</sup> See Amended Answer and Counterclaim on file herein.

<sup>50</sup> See Answer to Counterclaim on file herein.

1 demonstrate that no ‘genuine issue as to any material fact [remains] and that the moving party is  
2 entitled to a judgment as a matter of law.’” Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d  
3 1026, 1029 (2005). Additionally, “[t]he purpose of summary judgment ‘is to avoid a needless  
4 trial when an appropriate showing is made in advance that there is no genuine issue of fact to be  
5 tried, and the movant is entitled to judgment as a matter of law.’” McDonald v. D.P. Alexander  
6 & Las Vegas Boulevard, LLC, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting Coray v.  
7 Home, 80 Nev. 39, 40-41, 389 P.2d 76, 77 (1964).

8 Moreover, the non-moving party “must, by affidavit or otherwise, set forth specific facts  
9 demonstrating the existence of a genuine issue for trial or have summary judgment entered  
10 against [it].” Wood, 121 Nev. at 32, 121 P.3d at 1031. The non-moving party “is not entitled to  
11 build a case on the gossamer threads of whimsy, speculation, and conjecture.” Id. Rather, the  
12 non-moving party must demonstrate specific facts as opposed to general allegations and  
13 conclusions. LaMantia v. Redisi, 118 Nev. 27, 29, 38 P.3d 877, 879 (2002); Wayment v.  
14 Holmes, 112 Nev. 232, 237, 912 P.2d 816, 819 (1996). Though inferences are to be drawn in  
15 favor of the non-moving party, an opponent to summary judgment, must show that it can  
16 produce evidence at trial to support its claim or defense. Van Cleave v. Kietz-Mill Minit Mart,  
17 97 Nev. 414, 417, 633 P.2d 1220, 222 (1981)

18 **B. SFR is Entitled to Summary Judgment because the First Deed of Trust Was**  
19 **Extinguished by the Association’s Non-Judicial Foreclosure Sale.**

20 In Nevada, a homeowners’ association has a lien for delinquent assessments, a portion of  
21 which has priority over a first deed of trust. NRS 116.3116(2);<sup>51</sup> SFR, 334 P.3d at 419.  
22 Furthermore, when an association forecloses on its lien for delinquent assessment, the purchaser  
23 at the foreclosure sale receives “a deed without warranty which conveys to the grantee all title  
24 of the unit’s owner to the unit[.]” NRS 116.3116(3)(a).

25 While the party seeking to quiet title must prove good title in his name,<sup>52</sup> the following  
26 presumptions apply:

27 <sup>51</sup> All references to NRS 116 are to the statutes in effect and governing the foreclosure sale in September  
2012.

28 <sup>52</sup> Breliant v. Preferred Equities Corp., 112 Nev. 663, 670, 918 P.2d 314, 319 (1996).

1           1. Recorded title is presumed valid. See Breliant, 112 Nev. at 670, 918 P.2d at 319  
2    ("[T]here is a presumption in favor of the record titleholder.")

3           2. Foreclosure sales and the resulting deeds are presumed valid. NRS 47.250(16)-  
4    (18) (stating that there are disputable presumptions "that the law has been obeyed"; "that a  
5    trustee or other person, whose duty it was to convey real property to a particular person, has  
6    actually conveyed to that person, when such presumption is necessary to perfect the title of such  
7    person or a successor in interest"; "that private transactions have been fair and regular"; and  
8    "that the ordinary course of business has been followed.");

9           3. A foreclosure deed issued pursuant to NRS 116.31164 that "recit[es] compliance  
10   with notice provisions of NRS 116.31162 through NRS 116.31168 "is conclusive" as to the  
11   recitals "against the unit's former owner, his or her heirs and assigns and all other persons." SFR,  
12   334 P.3d at 411-12 (citing NRS 116.31166(2)).

13          These presumptions "not only fix[] the burden of going forward with evidence, but it  
14   also shifts the burden of proof." Yeager v. Harrah's Club, Inc., 111 Nev. 830, 835, 897 P.2d  
15   1093, 1095 (1995) (citing Vancheri v. GNLV Corp., 105 Nev. 417, 421, 777 P.2d 366, 368  
16   (1989)). "These presumptions impose on the party against whom it is directed the burden of  
17   proving that the nonexistence of the presumed fact is more probable than its existence." Id.  
18   (citing NRS 47.180.). Here, for the Bank to prevail, it has the burden to prove that it is more  
19   probable than not that the Association foreclosure sale and the resulting foreclosure deed are  
20   invalid. Yet the Bank has not produced any admissible evidence to prove such an allegation that  
21   would allow the sale to be set aside.<sup>53</sup> To overcome the presumption of validity, the Bank must  
22   plead and prove a claim for fraud with particularity or allege some unfairness or oppression that  
23   is not overshadowed by its own bad acts.

24          Further, "[i]f the trustee's deed recites that all statutory notice requirements and  
25   procedures required by law for the conduct of the foreclosure have been satisfied, a rebuttable  
26   presumption arises that the sale has been conducted regularly and properly; this presumption is  
27

28   <sup>53</sup> See Sections III(E) and III(F) herein.

1 **conclusive** as to a bona fide purchaser.” Moeller v. Lien, 25 Cal.App.4th 822, 831-832, 30  
2 Cal.Rptr.2d 777, 783 (1994) (emphasis added); see also, 4 Miller & Starr, Cal. Real Estate (3d  
3 ed. 2000) Deeds of Trust and Mortgages § 10:211, pp. 647-652; 2 Bernhardt, Cal. Mortgage and  
4 Deed of Trust Practice (Cont.Ed.Bar 2d ed. 1990) § 7:59, p. 476-477). This conclusive proof is  
5 key because “[t]he conclusive presumption precludes an attack by the trustor on the trustee’s  
6 sale to a bona fide purchaser even where the trustee wrongfully rejected a proper tender of  
7 reinstatement by the trustor[,]” and even where “the sale price was only 25 percent of the value  
8 of the property. . . .” Moeller, 25 Cal.App.4th at 831-833, 30 Cal.Rptr.2d at 783 (emphasis  
9 added). Put simply, where there were no irregularities in the proceedings of the sale, the sale  
10 cannot be set aside. Id. at 833. Further, in Nevada, unlike California, the conclusive proof does  
11 not require that the purchaser be a BFP to rely on the recitals. See Pro-Max Corp. v. Feenstra,  
12 117 Nev. 90, 95, 16 P.3d 1074, 1077-78 (2001), opinion reinstated on reh’g (Jan. 31, 2001)  
13 (holding that no limitation of bonafide purchaser can be read into a statute providing a  
14 conclusive presumption).<sup>54</sup> There needs to be finality to a foreclosure sale, so that buyers will  
15 attend and bid, without the continued threat of lawsuits challenging their title. There is a  
16 sanctity and finality to foreclosure sales where the deed contains the conclusive recitals. Cf.  
17 Moeller, 25 Cal.App.4th at 833, 30 Cal.Rptr.2d at 784.

18 Here, the Bank has the burden to overcome the conclusive presumption of the  
19 foreclosure deed recitals with evidence of fraud, unfairness and oppression. Shadow Wood  
20 Homeowners Association, Inc. v. New York Community Bancorp, Inc., 132 Nev. \_\_\_, \_\_\_, 366  
21 P.3d 1105, 1112 (2016). This is consistent with the Hon. Philip Pro’s conclusion in Bourne  
22 Valley Court Trust v. Wells Fargo Bank, N.A., where he granted summary judgment in favor of  
23 a purchaser at an association sale in a similar case. See Bourne Valley, 80 F.Supp.3d 1131  
24 (D.Nev. 2015). When faced with almost identical recitals as those in this case, the Bourne  
25 Valley court found the recitals in the foreclosure deed, i.e. “that there was a default, the proper  
26 notices were given, the appropriate amount of time ha[d] elapsed . . . and notice of the sale was  
27

28 <sup>54</sup> See, Sec. III(F), regarding SFR’s status as a bona fide purchaser.

1 given,” met the burden of showing the required notices were sent to the lender. Id. at 1135. The  
2 court continued that the lender was then ”required to come forward with evidence that a genuine  
3 issue of material fact remains for trial as to notice.” Id.

4 Here, like the lender in Bourne Valley, the Bank cannot dispute notice because the then-  
5 record holders of the First Deed of Trust actually received the Notice of Default and Notice of  
6 Sale. See Ex. 1-L; Ex. 1-N; Ex. 1-O; Ex. 1-P; Ex. 1-Q. Therefore, “. . . no issue of fact remains  
7 as to whether the required statutory notices were provided.” Bourne Valley, 30 F. Supp.3d at  
8 1135.

9 Further, even if the mailings were not enough, which they are, the Bank actually  
10 acknowledges receipt of the Notice of Default and Notice of Sale, which warned of the  
11 impending foreclosure proceedings, including the possibility of sale, stating, “WARNING! IF  
12 YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE  
13 YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!” See Ex. 1-L and,

14 WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU  
15 PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE  
16 DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN  
17 DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE  
18 ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES,  
INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE  
FORECLOSURE SECTION OF THE OMBUDSMAN’S OFFICE, NEVADA  
REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

19 See Ex. 1-P.

20 Additionally, there are no procedural irregularities related to the sale that would explain  
21 the Bank’s failure to pay the lien. Bourne Valley, 30 F. Supp.3d at 1135; see also Moeller, 25  
22 Cal.App.4th at 831-833, 30 Cal.Rptr.2d at 783.

23 **C. The Bank, as a Lienholder, is Not Entitled to an Equitable Remedy.**

24 Undoubtedly, the Bank will argue that the Nevada Supreme Court recently found that  
25 while the deed recitals contained in NRS 116.31166 are generally conclusive as to those matters  
26 asserted, the court may still set aside a defective foreclosure sale on equitable grounds “when  
27 appropriate.” Shadow Wood, 366 P.3d at 1112. But Shadow Wood is distinguishable from this  
28 case in one key aspect: the bank in Shadow Wood was the homeowner of the Property which the

1 Association foreclosed. Id. at 1107. In other words, it was the *homeowner* who challenged the  
2 validity of the sale, not a lienholder. A homeowner has a whole bundle of rights that accompany  
3 property ownership and, therefore, its property is unique and a homeowner can be entitled to  
4 equity. Unlike a homeowner, the Bank simply had a collateral interest in the Property, which  
5 gave it the right to foreclose. As such, the Bank's remedy at law, if one exists, is money  
6 damages from the persons who harmed it, such as the foreclosing association or trustee. Munger  
7 v. Moore, 11 Cal.App.3d 1, 89 Cal.Rptr. 323 (1970).

8 It is well-settled that, in Nevada, district courts lack authority to grant equitable relief  
9 when an adequate remedy at law exists. Las Vegas Valley Water Dist. v. Curtis Park Manor  
10 Water Users Ass'n, 98 Nev. 275, 277, 646 P.2d 549, 551 (1982). Because the Bank has an  
11 adequate remedy at law, should they be able to prove some irregularity with the sale, equitable  
12 relief is not available to the Bank. To the extent the Bank suggests that taking title subject to the  
13 first deed of trust is an option, the statute does not provide such an option. Unless the Bank can  
14 demonstrate actual fraud, unfairness, or oppression **by the purchaser** at the publicly advertised  
15 and held auction, the purchaser should not be subject to any acts that would set aside its  
16 unencumbered deed.

17 **D. SFR is Entitled to Summary Judgment because the Non-Judicial**  
18 **Foreclosure Sale Vested Title in SFR Without Equity or Right of**  
19 **Redemption.**

20 The association foreclosure sale vested title SFR "without equity or right of redemption.  
21 SFR, 334 P.3d at 419 (citing NRS 116.31166(3)). As the dissent in SFR explained, "the owner,  
22 as well as the first security, will have no right to redeem the property under the majority's  
23 holding." Id. citing NRS 116.31166(3) and Bldg. Energetix Corp. v. EHE, LP, 129 Nev. \_\_\_,  
24 \_\_\_, 294 P.3d 1228, 1233 (2013) (recognizing that there is no right to redeem after a Chapter  
25 107 non-judicial foreclosure sale because a sale under that chapter 'vests in the purchaser the  
26 title of the grantor and any successors in interest without equity or right of redemption" (quoting  
27 NRS 107.080(5)).<sup>55</sup>

28 <sup>55</sup> According to the Nevada Supreme Court, sales without equity or right of redemption vest the  
purchaser with absolute title:



1 This is consistent with long-standing Nevada non-judicial foreclosure law that “[i]f the  
2 sale is properly, lawfully and fairly carried out, [the bank] cannot unilaterally create a right of  
3 redemption in [itself].” Golden v. Tomiyasu, 79 Nev. 503, 518, 387 P.2d 989, 997 (1963).  
4 Nevada law does not allow the Bank or the Court to create a redemption period to save the  
5 holder of the first deed of trust from its own failure to protect its interest.

6 As such, SFR is entitled to a declaration from this Court that the first deed of trust was  
7 extinguished by the Association foreclosure sale, and SFR should have title quieted solely in its  
8 name.

9 **E. The Sale Was Commercially Reasonable.**

10 SFR is entitled to quiet title because there is no requirement of commercial  
11 reasonableness in association non-judicial foreclosure sales conducted pursuant to NRS 116, but  
12 even if there was, the price paid by SFR was commercially reasonable. As preliminary matter,  
13 NRS §116.31164, §116.31166 nor its surrounding provisions contain a requirement that the sale  
14 be “commercially reasonable.”<sup>56</sup> However, to the extent this Court engages in any analysis of the  
15 commercial reasonableness of the foreclosure sale, the following must be considered.

16 When evaluating the commercial reasonableness of a sale, an allegation of inadequate  
17 sales price alone is insufficient to set aside a foreclosure sale: “there must also be a showing of  
18 fraud, unfairness, or oppression.” Shadow Wood, 366 P.3d at 1105, (citing Long v. Towne, 98  
19 Nev. 11, 13, 639 P.2d 528, 530 (1982)); see Golden, 79 Nev. at 504, 514, 387 P.2d at 995  
20 (adopting the California rule that “ inadequacy of price, **however gross**, is not in itself a  
21 sufficient ground for setting aside a trustee’s sale legally made; there must be in addition proof of

22 \_\_\_\_\_ (continued)

23 [T]he law authorizing the mortgagee to sell is, in our opinion, so thoroughly settled that it  
24 cannot now admit of a question. Such being the right of the mortgagee, it follows as a  
25 necessary consequence that the purchaser from him obtains an absolute legal title as  
complete, perfect and indefeasible as can exist or be acquired by purchase; and a sale,  
upon due notice to the mortgagor, whether at public or private sale, forecloses all equity  
of redemption as completely as a decree of court.

26 In re Grant, 303 B.R. 205, 209 (Bankr. D. Nev. 2003) (quoting Bryant v. Carson River Lumbering Co., 3  
Nev. 313, 317–18 (1867)) (emphasis added).

27 <sup>56</sup> See Pro-Max, 117 Nev. at 95, 16 P.3d at 1077 (“where the language of a statute is plain and  
28 unambiguous, and its meaning clear and unmistakable, there is no room for construction, and the courts  
are not permitted to search for its meaning beyond the statute itself.”)

1 some element of fraud, unfairness or oppression **as accounts for and brings about the**  
2 **inadequacy of price**” (internal citations omitted) (emphasis added); see Bourne Valley, 80  
3 F.Supp.3d at 1136. This has been recently reaffirmed again by a panel of the Nevada Supreme  
4 Court, post Shadow Wood, stating in an unpublished order that “this court’s reaffirmation in  
5 [Shadow Wood], that a low sales price in not a basis for voiding a foreclosure sale absent ‘fraud,  
6 unfairness, or oppression. . . .” Centeno v. JPMorgan Chase Bank, N.A., Case No. 67365 (Nev.  
7 Mar. 18, 2016) (unpublished Order Vacating and Remanding a denial of preliminary injunction  
8 based in part on the district court’s determination that, based on price alone, the sale was  
9 commercially unreasonable).<sup>57</sup>

10 As will be shown below, not only can SFR show that the sale price itself was  
11 commercially reasonable, but there is no evidence of fraud, unfairness or oppression that  
12 accounted for or brought about an “inadequate” sales price. Golden, 79 Nev. at 504, 514, 387  
13 P.2d at 995.

14 *a. The Foreclosure Price was Sufficient.*

15 Any evaluation that does not consider the entirety of a property’s circumstances,  
16 including the fact that it was sold at an association non-judicial foreclosure sale, cannot shed  
17 light on the proper disposition value of a property. As the Bourne Valley Court recognized, when  
18 assessing commercial reasonableness of an association sale, the material facts affecting the  
19 specific market at that time must be considered, including the split in the courts as to the  
20 interpretation of NRS 116.3116(2), and whether there was evidence of fraud, oppression or  
21 unfairness:

22 The commercial reasonableness here must be assessed as of the time the sale  
occurred. Wells Fargo’s argument that the HOA foreclosure sale was

23 <sup>57</sup> Available at <http://caseinfo.nvsupremecourt.us/public/caseView.do?csIID=35567>, as Doc. 16-08672.

24 In that case, the price paid at the homeowners association’s auction was \$5,950.00. While the district  
25 court did not establish a value for the property, on appeal the Bank argued that that the deed of trust  
26 secured a loan for \$160,001.00 and the property later reverted to the Bank at its own auction for  
27 \$145,550.00. (See Case No. 67365, Response to Appellant’s Pro se Appeal Statement, filed Feb. 17,  
2016, available at <http://caseinfo.nvsupremecourt.us/public/caseView.do?csIID=35567>, as Doc. 16-  
04982. . . .

28 Thus, the price paid at the association’s foreclosure sale in Centeno was approximately 4% of the credit  
bid by the Bank at its subsequent auction.

1 commercially unreasonable due to the discrepancy between the sale price and the  
2 assessed value of the property ignores the practical reality that confronted the  
3 purchaser at the sale. Before the Nevada Supreme Court issued SFR Investments,  
4 purchasing property at an HOA foreclosure sale was a risky investment, akin to  
5 purchasing a lawsuit. Nevada state trial courts and decisions from the United  
6 States District Court for the District of Nevada were divided on the issue of  
7 whether HOA liens are true priority liens such that their foreclosure extinguishes  
8 the first deed of trust on the property. SFR Investments, 334 P.3d at 412. Thus, a  
9 purchaser at an HOA foreclosure sale risked purchasing merely a possessory  
10 interest in the property subject to the first deed of trust. This risk is illustrated by  
11 the fact that title insurance companies refused to issue title insurance policies on  
12 titles received from foreclosures of HOA super priority liens absent a court order  
13 quieting title. (Mot. to Remand to State Court (Doc. #6, Decl. of Ron Bloecker.)  
14 Given these risks, a large discrepancy between the purchase price a buyer would  
15 be willing to pay and the assessed value of the property is to be expected.

16 Bourne Valley, 80 F.Supp.3d at 1136.

17 Likewise, in BFP, the United States Supreme Court was analyzing whether the price  
18 received at a mortgage foreclosure sale was less than “reasonably equivalent value” under the  
19 bankruptcy code. Similar to the arguments made by the Bank in this case, the Chapter 11 debtor  
20 in BFP argued that because the property sold for a fraction of its fair market value, the price paid  
21 was not reasonable. The Court held that “a ‘reasonably equivalent value’ for foreclosed real  
22 property is the price in fact received at the foreclosure sale, so long as all the requirements of the  
23 State’s foreclosure law have been complied with.” BFP v. Resolution Trust Corporation, 511  
24 U.S. 531, 545, 114 S.Ct. 1757 (1994). The Court explained that in a forced sale situation, “fair  
25 market value cannot—or at least cannot always—be the benchmark[]” used to determine  
26 reasonably equivalent value. Id. at 537. This is so because the market conditions that generally  
27 lead to “fair market value” do not exist in the forced sale context, where sales take place with  
28 significant restrictions:

[M]arket value, as it is commonly understood, has no applicability in the forced-sale context; indeed, it is the very antithesis of forced-sale value. ‘The market value of ... a piece of property is the price which it might be expected to bring if offered for sale in a fair market; not the price which might be obtained on a sale at public auction or a sale forced by the necessities of the owner, but such a price as would be fixed by negotiation and mutual agreement, after ample time to find a purchaser, as between a vendor who is willing (but not compelled) to sell and a purchaser who desires to buy but is not compelled to take the particular ... piece of property.’ In short, ‘fair market value’ presumes market conditions that, by definition, simply do not obtain in the context of a forced sale.

29 Id. at 537-538, quoting Black's Law Dictionary 971 (6th ed. 1990).

30 The Court recognized that property sold in a forced-sale context i.e. a foreclosure, “is

1 simply worth less [because] [n]o one would pay as much to own such property as he would pay  
2 to own real estate that could be sold at leisure and pursuant to normal marketing techniques.” Id.  
3 at 539. As the Court further noted,

4 **Unlike** most other legal restrictions, however, foreclosure has the effect of  
5 completely redefining the market in which the property is offered for sale; normal  
6 free-market rules of exchange are replaced by the far more restrictive rules  
7 governing forced sales. Given this altered reality, and the concomitant inutility of  
the normal tool for determining what property is worth (fair market value), the  
only legitimate evidence of the property's value at the time it is sold is the  
foreclosure-sale price itself.

8 Id. at 548-549 (emphasis in original).<sup>58</sup>

9 Any analysis that does not take into account that this was forced sale cannot accurately  
10 depict the value of the property.

11 The evidence shows that SFR was the highest bidder at a publicly held auction with  
12 multiple bidders. See Ex. 2. In other words, SFR paid more than any other bidder was willing to  
13 pay. As discussed in BFP, a publicly held auction is a method use to sell property at its current  
14 value as any person or entity, including the Bank, could have bid more to receive the foreclosure  
15 deed to the Property. Although the Bank may be disappointed in the resulting sale price, no other  
16 buyer present was willing to pay more based, in part, on the Bank’s reluctance to accept Nevada  
17 law.

18 ***b. The Bank Has Not Presented Evidence of Fraud, Unfairness or  
Oppression that Brought About an “Inadequate” Sale Price.***

19 Even if this Court finds the sale price to be “inadequate,” in order for the Court to  
20 overturn the sale based on price, the Bank must show that some fraud, oppression or unfairness  
21 brought about such “inadequate” price at the sale. As stated above, an allegation of inadequate  
22 sales price alone is insufficient to set aside a foreclosure sale; “there must also be a showing of  
23 fraud, unfairness, or oppression.” Shadow Wood, 366 P.3d at 1105, (citing Long, 98 Nev. at 13,  
24 639 P.2d at 530); see Golden, 79 Nev. at 504, 514, 387 P.2d at 995 (“inadequacy of price,

25 <sup>58</sup> Courts have extended the BFP analysis to tax-defaulted sales of real property with adherence to  
26 requirements of state law, where such statutes included public noticing or advertising of the sale and  
27 competitive bidding or auction procedures. See In re Tracht Gut, LLC, 503 B.R. 804, 815-818 (9<sup>th</sup> Cir.  
28 B.A.P. 2014); T.F. Stone v. Harper, 72 F.3d 466 (5<sup>th</sup> Cir. 1995); Kojima v. Grandote Int’l Ltd. Co., 252  
F.3d 1146 (10<sup>th</sup> Cir. 2001). Regardless of the type of sale, however, the analysis still aptly explains how  
market value cannot be compared to a forced sale transaction.

1 **however gross**, is not in itself a sufficient ground for setting aside a trustee's sale legally made;  
2 there must be in addition proof of some element of fraud, unfairness or oppression **as accounts**  
3 **for and brings about the inadequacy of price**" (internal citations omitted) (emphasis added).)  
4 Important to note is that the amount of the inadequacy in price cannot, by itself, allow this Court  
5 to set aside a trustee sale. Id. Put simply, commercial reasonableness deals with looking at  
6 whether there was **conduct in the sale process that led to the low price**, not simply comparing  
7 price to value. See Iama Corp. v. Wham, 99 Nev. 730, 735-738, 669 P.2d 1076, 1079 (1983)  
8 (must look to the sale process, i.e., "whether proper notice was given, whether the bidding was  
9 competitive, and whether the sale was conducted pursuant to . . . normal procedures") (emphasis  
10 added); see also Weeping Hollow Ave. Trust v. Spencer, \_\_\_ F.3d \_\_\_, 2016 WL 4088749 at \* 5  
11 (9<sup>th</sup> Cir. Aug. 2, 2016) ("[W]e are unaware of any 'fraud, unfairness or oppression' that might  
12 have infected the sale.").

13 Here, there are no allegations or evidence of fraud, oppression or unfairness that brought  
14 about any inadequacy in price. The Association's sale was publicly noticed, as required by  
15 statute; multiple bidders attended the auction; and it is undisputed that neither the homeowner  
16 nor the Bank paid an amount necessary to cure the lien before the sale. Furthermore, the  
17 Association's compliance with notice is not in question. Moreover, by failing to present any  
18 relevant evidence of the property's value at the time of the Association's foreclosure, the Bank  
19 has not even demonstrated an inadequacy in price relating to the sale.

20 In sum, there is no fraud, oppression or unfairness which accounted for and brought about  
21 the price paid by SFR. Viewing the transaction as a whole, the sale was commercially  
22 reasonable, and summary judgment should therefore be granted in favor of SFR.

23 **F. While Not Required, Even if there were Irregularities with the Sale, these**  
24 **Cannot be Imputed to SFR Because SFR is a Bona Fide Purchaser.**

25 While SFR is a bona fide purchaser ("BFP") as to this Property, nothing under Nevada  
26 law requires a buyer at an NRS 116 sale to be a BFP. Instead, this is merely a defense alleged  
27 by SFR in the event the Bank claims a pre-sale dispute or irregularity occurred. In other words,  
28 Shadow Wood stood for the proposition that if the Bank claims that a pre-sale dispute occurred

1 between it and the Association or NAS, and SFR had no knowledge of this pre-sale dispute,  
2 then the sale cannot be unwound or SFR be forced to take subject to the deed of trust: “Where  
3 the complaining party has access to all the facts surrounding the questioned transaction and  
4 merely makes a mistake as to the legal consequences of his act, equity should normally not  
5 interfere, especially where the rights of third parties might be prejudiced thereby.” Shadow  
6 Wood, 366 p.3d at 1116 (quoting Nussbaumer v. Sup. Ct. in & for Yuma Cty., 107 Ariz. 504,  
7 489 P.2d 843, 846 (1971)). This is consistent with the Restatement’s commentary regarding  
8 those non-judicial foreclosure jurisdictions where price alone is not enough to set aside a sale:  
9 the wronged junior lienholder must seek a remedy from someone other than the purchaser:

10 If the real estate is unavailable because title has been acquired by a bona fide  
11 purchaser, the issue of price inadequacy may be raised by the [former title holder]  
12 or junior lienholder in a suit for wrongful foreclosure. . . . In addition, the  
[foreclosing lienholder] must be responsible for a defect in the foreclosure process  
of the type described in Comment *c* of this section.

13 Restatement (Third) Property: Mortgages, §8.3, Comment *b*, at 584. This is also consistent with  
14 California law that precludes unwinding a foreclosure sale once title has transferred to a BFP.  
15 See Melendrez v. D&I Investment, Inc., 127 Cal.App.4th 1238, 1258-1259, 26 Cal.Rptr.3d 413,  
16 431-432 (2005) (“courts have sustained a number of foreclosure sale challenges where the  
17 actions have been brought before the transfer of the trustee’s deed to the buyer[]”  
18 but not after delivery of the trustee’s deed) (internal citations omitted)).

19 A BFP purchases real property: (i) for value; and (ii) without notice of a competing or  
20 superior interest in the same property. Berge v. Fredericks, 95 Nev. 183, 185, 591 P.2d 246, 247  
21 (1979). A “purchaser for value” is one who has given “valuable consideration” as opposed to  
22 receiving the property as a gift. Id. at 187, 248; Allen v. Webb, 87 Nev. 261, 266, 485 P.2d 677,  
23 680 (1971) (“A specific finding of what the consideration was may be implied from the  
24 record.”). Even if a purchaser may purchase a property for lower than the property’s value on  
25 the open market, the fact that SFR paid “valuable consideration” is undisputed. Shadow Wood,  
26 366 P.3d at 1115 (citing Fair v. Howard, 6 Nev. 304, 308 (1871) (“the question is not whether  
27 the consideration is adequate, but whether it is valuable”); see also Poole v. Watts, 139 Wash,  
28 App. 1018 (2007) (unpublished disposition) (stating that the fact that the foreclosure sale

1 purchaser purchased the property for a “low price” did not in itself put the purchaser on notice  
2 that anything was amiss with the sale.) Further, notice by a potential purchaser that an  
3 association is conducting a sale pursuant to NRS 116, and that the potential exists for challenges  
4 to the sale “post hoc[,]” do not preclude that purchaser from BFP status. Shadow Wood, 366  
5 P.3d at 1116. As has been established, finality in foreclosure sales to bona fide purchasers is a  
6 must to avoid chilled bidding. Moeller, 25 Cal.App.4th at 833, 30 Cal.Rptr.2d at 784. These  
7 continued attacks by the lenders on the association sales causes the very issues with price that  
8 the lenders then complain of in their attacks on commercial reasonableness. See Sec. E, supra.

9 In analyzing this issue, Nevada law includes another relevant presumption: “[t]hat a  
10 person intends the ordinary consequences of that person’s voluntary act.” NRS 47.250(2). In the  
11 present case, SFR paid valuable consideration for the Property at the foreclosure sale. At the  
12 time of the sale, SFR had no notice of a competing or superior interest in the Property where the  
13 public records showed only that (1) a deed of trust was recorded after the Association perfected  
14 its lien by recording its declaration of CC&Rs, (2) there was a delinquency by the homeowner,  
15 which resulted in the Association instituting foreclosure proceedings and after complying with  
16 NRS Chapter 116, sold the Property at a public auction. Between the date the Notice of Default  
17 was recorded and the date of the foreclosure sale, the Bank never recorded a lis pendens or other  
18 document alleging any problems with the foreclosure process or the foreclosure sale. Ex. 2, ¶ 16.  
19 Additionally, SFR has no relationship with the Association or the Association’s Agent, except  
20 as a purchaser of Property. Ex. 2, ¶¶ 18, 19. Therefore, nothing known to the Association or its  
21 Agent about any purported irregularities in the foreclosure process could have been known by  
22 SFR. To that extent, the Bank has not alleged any facts or introduced admissible evidence that  
23 SFR had any knowledge precluding it from BFP status, other than an impotent deed of trust.  
24 Thus, this Court should not consider unwinding the sale or otherwise encumbering SFR’s deed  
25 to the Property. It should require the Bank—if it proves any irregularity with the sale process for  
26 which the Association was responsible—to seek its remedies elsewhere.

27 Even if this Court were to continue and weigh equities, which it should not, it “must  
28 consider the entirety of the circumstances that bear upon the equities.” Shadow Wood, 366 P.3d

1 at 1114. These would include not only any irregularities in the sale process by the Association  
2 or Association's agents, but the actions or (in)actions by the Bank and SFR's BFP status. Id. As  
3 the Shadow Wood court noted, "[c]onsideration of harm to potentially innocent third parties is  
4 especially pertinent here where [the Bank] did not use the legal remedies available to it to  
5 prevent the property from being sold to a third party. . . ." Id. at 1115, n.7. Here, the Bank failed  
6 to bring any evidence that the Association foreclosure notices were not sent to it as required by  
7 statute. Further, the Bank testified that it is not disputing receipt of the notice of sale. See Ex. 1-  
8 O. The Bank did not (1) pay the lien, (2) contact the Association or the Association's agent  
9 disputing the lien or the sale prior to the sale, (3) contact the Ombudsman, (4) record a lis  
10 pendens, (5) attend the sale, or (6) seek judicial intervention to enjoin the sale. See Ex. 1-O, see  
11 specifically 25:5-20. The Bank knew that without taking action to stop the sale, the  
12 Association's foreclosure would extinguish all junior interests in the Property. By allowing the  
13 sale to go forward, the Bank must have intended this consequence. NRS 47.250(2). On the  
14 other hand, SFR merely attended a publicly noticed, publicly held foreclosure sale, and placed  
15 the winning bid at the auction. The Bank is seeking yet another bail out for its poor business  
16 decisions.

17 While the Court should not get this far because of the absence of evidence of fraud,  
18 oppression or unfairness, or irregularity with the sales process, if it were to weigh equities, the  
19 equities lie in favor of SFR. Title should be quieted in SFR's name and the Bank enjoined from  
20 taking any further action to enforce its extinguished lien against the Property or further clouding  
21 SFR's title.

22 **G. SFR is Entitled to Summary Judgment Because the Bank's Unjust**  
23 **Enrichment Claim is Without Merit.**

24 Here, the Bank asserts that SFR has benefitted from the Bank's payment of taxes,  
25 insurance or homeowner's association assessments since the time of the HOA sale. See Bank's  
26 Amended Answer and Counterclaim, on file herein, at 11:5-20. However, the Bank is barred  
27 from the making an unjust enrichment claim as it is barred by the voluntary payment doctrine.  
28 "The voluntary payment doctrine law, which clearly provides that one who makes a payment



1 voluntarily, cannot recover it on the ground that he was under no legal obligation to make the  
2 payment.” Best Buy Stores v. Benderson-Wainberg Assocs., 668 F.3d 1019, 1030 (8th Cir.  
3 2012). Recently, the Nevada Supreme Court weighed in on this issue on whether the voluntary  
4 payment doctrine applies in Nevada to bar a property owner from recovering fees that it paid to a  
5 community association and, if so, whether the property owners demonstrated an exception to this  
6 doctrine by showing that the payments were made under business compulsion or in defense of  
7 property. Nevada Association Services, Inc. v. The Eighth Judicial District, 130 Nev. \_\_\_, \_\_\_,  
8 338 P.3d 1250 (2014). In NAS the Nevada Supreme Court ruled that the voluntary payment  
9 doctrine is a valid affirmative defense in Nevada. Id. at 1254. Because the voluntary payment  
10 doctrine is an affirmative defense, the defendant bears the burden of proving its applicability.  
11 Schwartz v. Schwartz, 95 Nev. 202, 206, 591 P.2d 1137, 1140 n. 2 (1979). Once a defendant  
12 shows that a voluntary payment was made, the burden shifts to the plaintiff to demonstrate that  
13 an exception to the voluntary payment doctrine applies. Randazo v. Harris Palatine, N.A., 262  
14 F.3d 663, 666 (7th Cir. 2001). There are two exceptions to the voluntary payment doctrine.  
15 These exceptions are (1) coercion or duress caused by a business necessity and (2) payment in  
16 the defense of property.

17 As such, the burden shifts to the Bank to prove that one of the exceptions applies. Here,  
18 the Bank was under no compulsion or obligation to pay any expenses on the Property. Just like  
19 any other homeowner, it was SFR’s duty and obligation to pay obligations such as the taxes,  
20 insurance and assessments, not the Bank’s. Had the Bank simply paid the assessments prior to  
21 the sale, we would not be here today. Why it would pay post-sale is inexplicable.

22 Additionally, the Bank’s payments were not in defense of the property. That is because  
23 the Bank cannot show that SFR failed or refused to pay and assessment, taxes or other expense  
24 of the property, to the extent the Bank voluntarily made payments for insurance, SFR has not  
25 benefitted from this unless the Bank made SFR an additional insured. Additionally, it is  
26 presumed that the Bank voluntarily paid the property taxes, which was unnecessary.  
27 Furthermore, the Bank has provided no evidence that SFR would not have paid the tax bill if  
28 given the opportunity.

1           Lastly, under Nevada law, in order to prevail on an unjust enrichment claim, the Bank  
2 must show that SFR retained the money or property of the Bank against fundamental principles  
3 of justice or equity and good conscience. Asphalt Products v. All Star Ready Mix, 111 Nev. 799,  
4 802, 898 P.2d 699, 701 (1995). Here, the subject Property was never property belonging to the  
5 Bank. Instead, the Property merely represented collateral that secured the first deed of trust until  
6 that security interest was extinguished by the Association foreclosure sale. As such, SFR has not  
7 retained property belonging to the Bank. Even if this Court were to consider a collateral interest  
8 as ownership interest in the Property, for all the reasons stated above, the Association foreclosure  
9 sale extinguished the deed of trust, and therefore there is no inequity or injustice as SFR has  
10 maintained possession of property it rightfully purchased at the Association sale.

11           Therefore, SFR is entitled to summary judgment on the Bank's claim for unjust  
12 enrichment.

13           **H.     FHA Insurance, Even if it Exists, Does not Change SFR's Entitlement to**  
14           **Summary Judgment.**

15           It is anticipated that the Bank will argue that the subject loan was insured by FHA, and  
16 therefore its security interest could not be extinguished because federal law preempts NRS 116  
17 and the federal government had a property interest in the loan. These arguments, however, are  
18 without merit.

19           First, the mere fact that the loan was anticipated to be FHA-insured, based on an FHA  
20 Case No. stamp on the deed of trust, (Ex. 1-C, at [Chase\_CRC0002], is insufficient to show the  
21 loan was actually insured by the FHA. In fact, Paragraph 9(e) of the deed of trust expressly  
22 contemplates the possibility the loan may be rejected as ineligible. Id. at [Chase\_CRC0006].

23           Second, the United States Supreme Court determined that private litigants cannot use the  
24 Supremacy Clause to displace state law. Armstrong v. Exceptional Child Care Ctr., Inc., 575  
25 U.S. \_\_\_, \_\_\_, 135 S.Ct. 1378, 1383-85 (2015). In Armstrong, providers of habilitation services  
26 claimed that the Supremacy Clause authorized them to sue Idaho officials for violating the  
27 Medicaid Act. The United States Supreme Court rejected the providers' invocation of the  
28 Supremacy Clause, determining that the "Supremacy Clause is not the 'source of any federal

1 rights' [and] certainly does not create a cause of action." Id. at 1383. Here, like the health care  
2 providers in Armstrong, the Bank is a private litigant and therefore cannot assert a cause of  
3 action under the Supremacy Clause.

4 Third, even assuming the Bank could assert the Supremacy Clause (which it cannot),  
5 NRS 116 is not preempted by federal law because there is no actual conflict between NRS 116  
6 and HUD/FHA's policies. As noted in Freedom Mortg. Corp. v. Las Vegas Dev. Grp., LLC, 106  
7 F.Supp.3d 1174, 1182 (D.Nev. 2015), the purpose of HUD is not frustrated by NRS 116 because  
8 Nevada homeowners' association laws "are entirely consistent with [HUD's] goals of improving  
9 residential community development, eliminating blight, and preserving property values." Id. at  
10 1188. In fact, HUD's policy is not only consistent with Nevada homeowners' association laws, it  
11 is harmonious because "[i]n superpriority lien states, the HUD-insured lenders' obligation to  
12 prevent foreclosure by satisfying HOA liens is not an aspirational goal; it's a requirement." Id.  
13 at 1184; see JPMorgan Chase Bank, N.A. v. SFR Investments Pool 1, LLC, No. 2:14-cv-02080-  
14 RFB-GWF, 2016 WL 4084036 at \*12 (D.Nev. July 28, 2016) (adopting Freedom Mortgage  
15 reasoning).

16 In Freedom Mortgage, the loan was insured through the FHA by HUD. The borrower  
17 defaulted on the HOA assessments and the HOA conducted a proper non-judicial foreclosure  
18 sale. Id. at 1177. The property was then sold to an investor. Id. Following the SFR decision, the  
19 lender filed a complaint and claimed that the property could not have been extinguished by the  
20 foreclosure sale because the loan was insured by HUD. Id. The court concluded that there was  
21 no conflict preemption because a lender has the ability to comply with Nevada law **and** HUD's  
22 policies and procedures. Id. at 1183-1186. In fact, "[n]othing prevents a lender from  
23 simultaneously complying with HUD's program and Nevada's HOA-foreclosure laws." Id. at  
24 1184. HUD provides that lenders must make sure that all assessments (including HOA  
25 assessments) are paid so that liens do not attach to the property. Id. HUD specifically directs  
26 lenders to pay outstanding liens, which includes HOA fees and assessments, in order to prevent  
27 foreclosure in superpriority lien states – a directive that is in line with Nevada's HOA lien law.  
28 Id. at 1185-1186.

1 As such, the court found that the bank's loss was a result of its own failure to follow  
2 HUD's policies and procedures. Id. at 1186. Thus, the court ultimately concluded that the  
3 association foreclosure sale was not barred by the Supremacy Clause, and that the foreclosure  
4 sale extinguished the lender's security interest in the property. Id. at 1189. Here, the Bank - like  
5 the bank in Freedom Mortgage - ignored HUD's directive when it failed to pay the past due  
6 assessments owed on the subject property. Now the Bank can only blame itself for the loss. In  
7 short, NRS Chapter 116 does not conflict with FHA/HUD policies; instead, it comports with  
8 FHA/HUD policies, and therefore summary judgment in favor of SFR is warranted.

9 Finally, even if the loan was insured by FHA, the Bank's defenses would suffer from two  
10 problems. First, HUD's "interest" is "too attenuated" to be "Property" under the Property Clause.  
11 Freedom Mortg. Corp., 106 F.Supp.3d at 1182 ("HUD's status with respect to this property will  
12 likely never be anything more than a former insurer of the Castro loan, which collected premium  
13 payments but never incurred a claim-payment obligation. That interest is far too attenuated to  
14 reasonably consider the HOA's foreclosure as disposing of '[p]roperty belong[ing] to the United  
15 States' in contravention of the Property Clause."); U.S. Bank, N.A. v. SFR Investments Pool 1,  
16 LLC, No. 2:15-cv-00287-APG-GWF, 2016 WL 1248704, at \*2 (D.Nev. Mar. 28, 2016)  
17 ("Further, to the extent HUD had some contingent interest in the property prior to the HOA  
18 foreclosure sale, the HOA foreclosure sale did not extinguish that interest in contravention of  
19 federal rights under the Property Clause. Rather, HUD long ago decided that any interest it  
20 would have in the property through its loan insurance program would be conditioned on the  
21 insured lender delivering good, marketable title.").

22 Second, even if the insurance was "property" protected by the Property Clause,<sup>59</sup> this is  
23 irrelevant to any of the Bank's defenses because the Bank lacks standing to assert a right that  
24 belongs to the federal government. "[T]he federal government is the best advocate of its own  
25 interests." Freedom Mortg. Corp., 106 F.Supp.3d at 1180.

26  
27 <sup>59</sup> Other courts in this jurisdiction have not found that insurance was "property". See Washington &  
28 Sandhill HOA v. Bank of America, N.A., No. 2:13-cv-01845-GMN-GWF, 2014 WL 4798565 at \*6  
(D.Nev. Sept. 25, 2014).

We ‘must hesitate before resolving a controversy on the basis of the rights of third persons not parties to the litigation’ for two reasons. ‘First, the courts should not adjudicate such rights unnecessarily, and it may be that in fact the holders of those rights do not wish to assert them.’ ... ‘Second, third parties themselves usually will be the best proponents of their own rights. The courts depend on effective advocacy, and therefore should prefer to construe legal rights only when the most effective advocates of those rights are before them.

Id. (quoting The Wilderness Soc’y v. Kane Cnty., Utah, 632 F.3d 1162, 1169 (10th Cir. 2011) (quoting Singleton v. Wulff, 428 U.S. 106, 113–14, 96 S.Ct. 2868, 49 L.Ed.2d 826 (1976))); Chase v. SFR, 2016 WL 4084036, at \*9-10 (same).

If FHA insurance does exist, which the Bank has not proved, the Bank lacks standing to assert a claim that belongs to the federal government. Thus, any such insurance does not impede SFR’s entitlement to summary judgment.

**I. All of the Bank’s Arguments Are Precluded by the Equitable Doctrine of Laches**

Here the Bank’s claims and any applicable defenses are barred by the doctrine of laches. Laches is an equitable doctrine which may be invoked when delay by one party works to the disadvantage of the other, causing a change of circumstances which would make the grant of relief to the delaying party inequitable. Building & Constr. Trades Council of N. Nev. v. State ex rel. Public Works Bd., 108 Nev. 605, 836 P.2d 633, 636-37 (Nev.1992). To determine whether a challenge is barred by the doctrine of laches, this court must consider (1) whether the party inexcusably delayed bringing the challenge, (2) whether the party’s inexcusable delay constitutes acquiescence to the condition the party is challenging, and (3) whether the inexcusable delay was prejudicial to others. Id.

If strong circumstances exist, then the defense of laches can be sustained despite the fact the statute of limitations has not run. Lanigir v. Arden, 82 Nev. 28, 36, 409 P.2d 891, 896 (1966). The current case is the poster child for the application of the doctrine of laches in granting summary judgment in favor of SFR. Here, the inexcusable delay is the Bank’s failure to act and assert its rights **prior** to the foreclosure sale. The Bank inexcusably delayed in asserting its rights as to the Property and its claims against SFR.

In Building & Constr. Trades Council of N. Nev. v. State ex rel. Public Works Bd., the public works board, acting on behalf of the board of regents, publicly invited construction

1 contractors to bid on a construction contract. After receiving numerous bids, the Public Works  
2 Board notified all the bidders that the construction project had to be redesigned and rebid in  
3 order to fit within the scope of the budget. However, in spite of this letter, Public Works entered  
4 into negotiations with one of the contractors, accepted a revised bid, and did not re-bid the project  
5 as required. In interpreting the statute, the Supreme Court held that Public Works had a legal  
6 duty under the statute to re-bid the contract. The Court held as follows:

7 Applying the test set forth in Buckholt, we hold that the district court properly  
8 found that the relief sought by Council's petition was precluded by the doctrine of  
9 laches. First, we believe the Council inexcusably delayed seeking the petition.  
10 The evidence reveals that the Council knew by January 8, 1991, that the project  
11 contract was going to be awarded to Weyher without being re-bid. The evidence  
12 also demonstrates that on or about January, 15, 1991, the Council knew that  
13 Weyher had begun work on the project. Nevertheless, the Council failed to take  
14 immediate legal action to stop the work being done on the project pending  
15 resolution of this dispute. **As the district court observed, the Council could  
16 have secured a temporary restraining order or preliminary injunction, but  
17 instead waited until February 11, 1991 (approximately one month later), to  
18 file a petition for writ of mandamus. The Council offers no convincing reason for  
19 this delay.**

20 Bldg. & Const. Trades Council of N. Nevada v. State ex rel. Pub. Works Bd., 108 Nev. 605, 611,  
21 836 P.2d 633, 637 (1992) (emphasis added)

22 Here, just as in Bldg. & Const. Trades Council of N. Nevada, the Bank inexcusably  
23 delayed in asserting its rights. There, the Court held that a one-month delay was inexcusable. In  
24 the present case, the Bank was placed on notice of the pending Association foreclosure sale as  
25 early as August 2012. See Ex. 1-P [Chase\_CRC0029-0030]. However, the Bank never made  
26 any attempt to contact NAS or the Association, even after it contacted its delinquent borrower  
27 and advised them that it would. In fact, SFR instituted the litigation in the instant action to  
28 protect its property rights because the Bank attempted to foreclose on its extinguished deed of  
trust without seeking to set aside the sale first. In fact, the Bank waited more than three years  
after the sale to bring its challenge.

Further, the Bank understood its responsibilities to protect its interest in from an  
Association foreclosure sale and cannot now claim that it did not. The Bank sent a letter to the

1 homeowner advising that if they were forced to pay the Association's lien, they would add the  
2 amount to the principal balance under the loan.<sup>60</sup> The Bank also threatened to foreclose on the  
3 homeowner for her failure to pay the Association dues as the homeowner was in violation of her  
4 mortgage contract.

5 There is no excuse for the delay in stopping the foreclosure action. As stated by the  
6 Court in Bldg. & Const. Trades Council of N. Nevada v. State ex rel. Pub. Works Bd:

7 Second, we conclude that an implied waiver arose from the Council's knowing  
8 acquiescence in existing conditions. As previously noted, the Council knew by  
9 January 15, 1991, that Weyher had received the project contract and had  
10 commenced working. Though the Council protested to respondents on January 8,  
11 1991, the Council failed to take any additional action until February 11, 1991.  
12 And this failure to take action cannot be ascribed to a lack of knowledge, for at  
13 the March 1, 1991, hearing before the district court, the Council's attorney stated:  
14 But the latches [sic] argument I don't think is a very valid argument because we  
15 acted with celerity I believe. We had our option of running to the [c]ourt for an  
16 injunction but prudence mandated we not do that at that point in time. We instead  
17 tried to put the various entities on notice, specifically the [Board] that we thought  
18 there was a reason for not letting this contract....

19 Thus, the Council knew of its legal rights but chose not to exercise them until  
20 February 11, 1991.

21 Id.

22 Here, just as there, the Bank knew of its legal rights, but chose not to exercise them.  
23 Contrary to the information the Bank placed in its letter, it did not exercise its legal right to  
24 foreclose on the property. Additionally, the Bank did not exercise its legal right to pay the lien,  
25 in spite of being aware of: (1) the amount of the lien; (2) the Association's intent to sell the  
26 property; and (3) its right to issue payment to protect its interest.<sup>61</sup> Perhaps most disturbing is the  
27 Bank's failure to assert that NRS 116 was unconstitutional until more than 8 years after issuing  
28 its Deed of Trust, while being aware of the statute's language since it was enacted in 1991. The  
Bank also did not bother to file a Notice of Lis Pendens, nor did it place anywhere on the record  
its dispute with the foreclosure sale.

It is anticipated that Bank may attempt to argue that it did not understand that its Deed of

<sup>60</sup> See Ex. 1-O, Deposition Exhibit 9.

<sup>61</sup> Id.

1 Trust was a truly a subordinate interest that could be extinguished by the Association's sale until  
2 after the SFR decision. However, the evidence provided by the Bank belies that attempted  
3 misrepresentation. First, as the Bank stated in its letter:

4 If you do not take action to correct this situation, Chase may initiate the  
5 appropriate action(s) needed to bring your account current with your association  
6 pursuant to the terms of your mortgage. If Chase advances any funds or incurs any  
expenses associated with this claim, you will be responsible for reimbursing Chase  
the amount of the advances and the expenses.

7 See Ex. 1-O, Deposition Exhibit 9.

8 Second, under the terms of the deed of trust it states:

9 **UNIFORM COVENANTS.** Borrower and Lender covenant and agree as  
10 follows:

11 **2. Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall  
include in each monthly payment, together with the principal and interest as set  
12 forth in the Note and any late charges, a sum for **(a) taxes and special**  
**assessments levied or to be levied against the Property...** Except for the  
13 monthly charge by the Secretary, these items are called "Escrow Items" and the  
sums paid to Lender are called "Escrow Funds."

14 **7. Charges to Borrower and Protection of Lender's Rights in the Property**

15 **...**  
**If Borrower fails to make these payments or the payments required by**  
**paragraph 2, or fails to perform any other covenants and agreements**  
**contained in this Security Instrument, or there is a legal proceeding that may**  
**significantly affect Lender's rights in the Property (such as a proceeding in**  
**bankruptcy, for condemnation or to enforce laws or regulations), then**  
**Lender may do and pay whatever is necessary to protect the value of the**  
**Property and Lender's rights in the Property, including payment of taxes,**  
**hazard insurance and other items mentioned in paragraph 2.**

16 See Ex. 1-C at Chase\_CRC0003-0005. (Emphasis added).

17 However, the Bank admits it never heard from the homeowner, and it never accelerated  
18 the loan. Ex. 1-O. The Bank did not attempt any further contact with the homeowner, the  
19 Association, or NAS. Id. The Bank did not do and pay whatever is necessary to protect the value  
20 of the Property and Lender's rights in the Property" although it understood it needed to do so.  
21 The Bank's inexcusable delay "constitutes acquiescence to the condition the party is  
22 challenging" which is, in the instant case, SFR's purchase of the property from the Association  
23 free and clear of the deed of trust.

24 Finally, there is no denying that the Bank's delay in asserting its arguments prejudices all  
25  
26  
27  
28



1 parties involved. Laches is more than mere delay in seeking to enforce one's rights, it is delay  
2 that works a disadvantage to another. Cooney v. Pedroli, 49 Nev. 55, 62, 235 P. 637, 640 (1925)  
3 (quoting Chase v. Chase, 37 A. 804, 805 (R.I.1897)). The condition of the party asserting laches  
4 must become so changed that he cannot be restored to his former state. Id.

5       Allowing the Bank to either unwind the sale or force SFR to accept the property subject  
6 to the Bank's deed of trust works to the disadvantage of SFR and other bona fide purchasers. If  
7 the Bank is allowed to assert its claims after failing to seasonably do so, it would not only have  
8 zero incentive to seasonably foreclose, it would actually benefit by not foreclosing for several  
9 reasons. First, there is no question that the mortgage crisis significantly reduced property value.  
10 The Bank chose to delay in instituting its own foreclosure to avoid either selling the property at a  
11 loss or becoming a homeowner with all the liabilities involved with ownership.

12       It is because of these delays, and banks failing to use the remedies afforded to them in  
13 their own deeds of trusts—pay the association dues and add them to the loans—that associations  
14 were forced to start foreclosing and selling to new owners who were willing to pay delinquent  
15 assessments. These third party owners often pay ongoing assessments as well as maintain the  
16 property. The Bank would saddle an innocent party with all the costs of foreclosure and then  
17 swoop in with its Deed of Trust at a profit.

18       Permitting the Bank's claims would steal SFR's right to hold its deed of trust free and  
19 clear, an expectation SFR had upon purchasing the property as evidenced by its decision to  
20 spearhead the litigation ensuring banks were forced to comply with the statute. Had the Bank  
21 proclaimed any of its rights previously, or taken appropriate measures to inform third party  
22 purchasers of any dispute regarding the foreclosure sale, it is undoubtable that SFR, the  
23 Association, and even the Attorney General could have asserted proper defenses prior to any sale  
24 or purchase. Based on litigation costs alone SFR, the Association, and the Association's agent  
25 can never be restored to their prior positions. More importantly, "[l]osing rights to real property  
26 may cause irreparable harm because the attributes of real property are unique." Indep. Asphalt  
27 Consultants, Inc. v. Studebaker, 126 Nev. 722, 367 P.3d 781 (2010). Forgiving the Bank's  
28 inexcusable delay in asserting its right to the property prior to the foreclosure sale results in direct

1 and uncorrectable prejudice against SFR. Therefore, SFR is entitled to summary judgment  
2 against the Bank based on the doctrine of laches.

3 **IV. CONCLUSION**

4 Based on the above, the Court should enter summary judgment against the Bank and in  
5 favor of SFR, stating that (1) SFR is the title holder of the Property; (2) the first deed of trust  
6 was extinguished when the Association foreclosed its lien containing super priority amounts,  
7 thus making the Bank's purported interest in the first deed of trust invalid; and (3) the Bank, and  
8 any agents acting on its behalf, are permanently enjoined from any sale or transfer that would  
9 affect SFR's title to the Property.

10 Dated this 11th day of August 2016.

**KIM GILBERT EBRON**

*/s/ Jacqueline A. Gilbert*  
JACQUELINE A. GILBERT, ESQ.  
Nevada Bar No. 10593  
7625 Dean Martin Drive, Suite 110  
Las Vegas, NV 89139  
*Attorneys for SFR Investments Pool 1, LLC*

15 **CERTIFICATE OF SERVICE**

16  
17 I HEREBY CERTIFY that on this 11th day of August, 2016, pursuant to NRCP 5(b), I  
18 served via the Eighth Judicial District Court electronic filing system, the foregoing **SFR**  
19 **INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT**, to the  
20 following parties:

<b>Ballard Spahr</b>		
	<b>Contact</b>	<b>Email</b>
	Abran Vigil	<a href="mailto:vigila@ballardspahr.com">vigila@ballardspahr.com</a>
	Mary Kay Carlton	<a href="mailto:carltonm@ballardspahr.com">carltonm@ballardspahr.com</a>
	Las Vegas Docketing	<a href="mailto:lvdocket@ballardspahr.com">lvdocket@ballardspahr.com</a>
	Lindsay Demaree	<a href="mailto:demareel@ballardspahr.com">demareel@ballardspahr.com</a>

24 */s/Trella N. Perkins-McLean*  
25 An Employee of Kim Gilbert Ebron

Ex. 1

# EXHIBIT 1

Ex. 1

**DECLARATION OF JACQUELINE A. GILBERT IN SUPPORT OF SFR  
INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT**

I, Jacqueline A. Gilbert, Esq., declare as follows:

1. I am an attorney with Kim Gilbert Ebron, and I am admitted to practice law in the State of Nevada.

2. I am counsel for SFR Investments Pool 1, LLC ("SFR") in this action.

3. I make this declaration in support of SFR's Motion for Summary Judgment.

4. I have personal knowledge of the facts set forth below based upon my review of the documents produced in this matter, except for those factual statements expressly made upon information and belief, and as to those facts, I believe them to be true, and I am competent to testify.

5. I am knowledgeable about how Kim Gilbert Ebron maintains its records associated with litigation, including litigation in this case. In connection with this litigation **1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236**, I reviewed the documents attached hereto as Exhibits 1-A through 1-U and 2-A.

6. In connection with this litigation, I reviewed the Clark County Recorder's website for records relating to the Property, as well as copies of the relevant recorded documents my office obtained through a title company. This includes the documents attached hereto as Exhibits A-19 and Exhibit A-20.

7. Attached hereto as **Exhibit 1-A through 1-M; 1-P through 1-R; and 1-T through 1-U** is a true and correct copy of excerpts from JP MORGAN CHASE BANK, N.A.'s ("the Bank") Initial and Supplemental Disclosures of Witnesses and Documents.

8. Attached hereto as **Exhibit 1-N** is a true and correct copy of the Bank's Responses to Requests for Admissions.

9. Attached hereto as **Exhibit 1-O** is a true and correct copy of the Deposition of the Bank's Rule 30(b)(6) witness Susan Newby.

10. Attached hereto as **Exhibit 1-S** is a true and correct copy of the Bank's recorded Substitution of Trustee, SFR received from a title company, recorded with the Clark County

**KIM GILBERT EBRON**  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NEVADA 89139  
(702) 485-3300 FAX (702) 485-3301

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Recorder's Office.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 11th day of August, 2016.

/s/ Jacqueline A. Gilbert  
Jacqueline A. Gilbert

Ex. 1-A

# EXHIBIT 1-A

Ex. 1-A

20040518-0001999

Fee: \$107.00  
05/18/2004 09:00:47 T20040023714  
Reg: UNITED TITLE OF NEVADA  
Frances Deane  
Clark County Recorder Pgs: 93

APN: ptn of: 179-34-710-001 through 179-34-710-004  
ptn of: 179-34-710-006 through 179-34-710-008

WHEN RECORDED, RETURN TO:

(94)

**WILBUR M. ROADHOUSE, ESQ.**  
Goold Patterson Ales Roadhouse & Day  
4496 South Pecos Road  
Las Vegas, Nevada 89121  
(702) 436-2600

(Space Above Line for Recorder's Use Only)

**DECLARATION OF**  
**COVENANTS, CONDITIONS & RESTRICTIONS**  
**AND RESERVATION OF EASEMENTS**  
**FOR**  
**PARADISE COURT**

(a Nevada Residential Common-Interest Planned Community)  
**CITY OF HENDERSON, CLARK COUNTY, NEVADA**





Ex. 1-B

# EXHIBIT 1-B

Ex. 1-B

C(8)4

20080514-0005040

**RECORDING REQUESTED BY:**

LSI Title Agency, Inc. - K726032  
FT080004762 PW  
Ref No. 0009015819

**When Recorded Mail Document  
and Tax Statement To:**

Delaine Harned  
1076 State Crossing Lane, Unit 2  
Henderson, NV 89015

Fee: \$17.00 RPTT: \$826.20  
N/C Fee: \$25.00

05/14/2008 15:19:12

T200800080036

Requestor:

FIDELITY NATIONAL TITLE

Debbie Conway STN

Clark County Recorder Pgs: 8

29

RPTT: \$826.20

APN: 179-34-713-236

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That U.S. Bank National Association, as Trustee, on behalf of the holders of the Home Equity Asset Trust 2006-3 Home Equity Pass Through Certificates, Series 2006-3 by Select Portfolio Servicing, its Attorney in Fact

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and

Convey to DELAINE L. HARNED, AN UNMARRIED WOMAN

all that real property situated in Clark County, State of Nevada, bounded and described as follows:

See "Exhibit One" Legal See "Exhibit Two" Special Warranty Deed for Verbiage

SUBJECT TO: 1. Taxes for the fiscal year 2007-08

2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED: April 11, 2008



U.S. Bank National Association, as Trustee, on behalf of the holders of the Home Equity Asset Trust 2006-3 Home Equity Pass Through Certificates, Series 2006-3 by Select Portfolio Servicing, its Attorney in Fact

BY: 

PATRICK PITTMAN, DOC. CONTROL OFFICER

STATE OF UTAH

COUNTY OF SALT LAKE

I, JULEE METTERS, a Notary Public of the County and State first above written, do hereby certify that PATRICK PITTMAN, DOC. CONTROL OFFICER personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

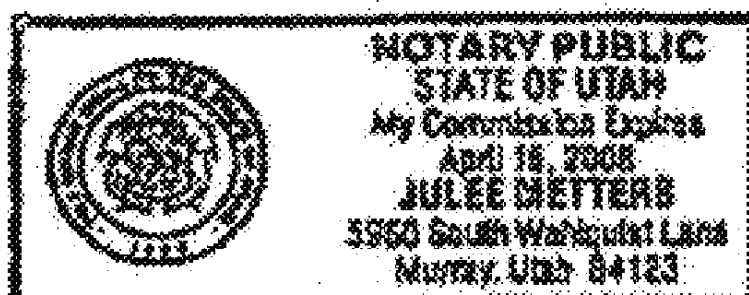
Witness my hand and official seal, this the

APRIL 11, 2008

  
Notary Public

My Commission Expires: 4-15-08

(SEAL)



**EXHIBIT "ONE"**

**LEGAL DESCRIPTION**

**PARCEL I:**

UNIT TWO (2) IN BUILDING SEVENTY-NINE (79) OF FINAL MAP OF PARADISE COURT (A COMMON INTEREST COMMUNITY), AS SHOWN BY MAP THEREOF ON FILE IN BOOK 116, OF PLATS, PAGE 33 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS AND EGRESS AND OF USE IN, TO AND OVER ALL COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, PRIVATE STREETS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

**PARCEL III:**

THE EXCLUSIVE RIGHT OF USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF ABOVE REFERENCED PLAT AS DESIGNATED AS EXCLUSIVE USE AREAS AND LIMITED COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO YARD COMPONENT, AS DEFINED ON AND SUBJECT TO THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

## SPECIAL WARRANTY DEED

### Exhibit "Two"

"Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise."

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- (1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- (5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to changes(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 179-34-713-236  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

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

2. Type of Property:

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

3. Total Value/Sales Price of Property \$ 162,000.00  
4. Deed in Lieu of Foreclosure Only (Value of Property) \$ \_\_\_\_\_  
Transfer Tax Value: \$ 162,000.00  
Real Property Transfer Tax Due \$ 826.20

5. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_  
b) Explain Reason for Exemption: \_\_\_\_\_

6. Partial Interest: Percentage being transferred: 100.00%

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

Signature: \_\_\_\_\_ Capacity: Grantor  
Signature: PATRICK PITTMAN, DOC. CONTROL OFFICER Capacity: Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(Required)  
Print Name: U.S. Bank National Association,  
as Trustee, on behalf of the  
holders of the Home Equity  
Asset Trust 2006-3 Home Equity  
Pass Through Certificates,  
Series 2006-3 by Select  
Portfolio Servicing, its Attorney  
in Fact

Address: 3815 South West Temple  
City, State, Zip: Salt Lake City, UT 84115

(Required)  
Print Name: Delaine Hamed

Address: 1076 State Crossing Lane, Unit 2  
City, State, Zip: Henderson, NV 89015

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

Fidelity National Title Agency of Nevada, Inc. Escrow #: FT05-FT080004762-PW  
600 North Rainbow Boulevard Suite 100

8040

Las Vegas, NV 89107

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

Can  
5040

Description: Clark, NV Document-Year, Date, DocID 2008, 514, 5040 Page: 6 of 8  
Order: 0179 Comment:



29

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a) 179-34-713-236  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

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

2. Type of Property:

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

- |   |               |
|---|---------------|
| 3. Total Value/Sales Price of Property                  | \$ 162,000.00 |
| 4. Deed in Lieu of Foreclosure Only (Value of Property) | \$ _____      |
| Transfer Tax Value:                                     | \$ 162,000.00 |
| Real Property Transfer Tax Due                          | \$ 826.20     |

5. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_  
b) Explain Reason for Exemption: \_\_\_\_\_

6. Partial Interest: Percentage being transferred: 100.00%

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

Signature: Delaine L. Harneal  
Signature: \_\_\_\_\_

Capacity: Grantor  
Capacity: Grantee

Wait  
8040



**SELLER (GRANTOR) INFORMATION**

(Required)

Print Name: U.S. Bank National Association,  
as Trustee, on behalf of the  
holders of the Home Equity  
Asset Trust 2006-3 Home  
Equity Pass Through  
Certificates, Series 2006-3 by  
Select Portfolio Servicing, its  
Attorney in Fact

Address: 3815 South West Temple  
City, State, Zip: Salt Lake City, UT 84115

**BUYER (GRANTEE) INFORMATION**

(Required)

Print Name: Delaine L. Harned

Address: 1076 Slate Crossing Lane, Unit  
City, State, Zip: Henderson, NV 89002

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

Fidelity National Title Agency of Nevada, Inc.  
500 North Rainbow Boulevard Suite 100  
Las Vegas, NV 89107

Escrow #: FT05-FT080004762-PW

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

Cont  
8040

Ex. 1-C

# EXHIBIT 1-C

Ex. 1-C

C  
(13)

20080514-0005041

Loan Number: 0000010336  
APN#: 179-34-713-236

Fee: \$26.00  
N/C Fee: \$25.00  
05/14/2008 15:19:12  
T20080088836  
Requestor:  
FIDELITY NATIONAL TITLE  
Debbie Conway STN  
Clark County Recorder Pgs: 13

Recording Requested by:  
Name: VENIA REALTY GROUP, DBA VENIA HOME LOANS  
Address: 1290 S JONES BLVD, STE 150  
City/State/Zip: LAS VEGAS, NEVADA 89146

Mail Tax Statements to:  
Name: JPMORGAN CHASE BANK, N.A. C/O CHASE  
Address: HOMER FINANCE, LLC P.O. BOX 79046  
City/State/Zip: PHOENIX, ARIZONA 85062-9046

30

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

Al Cooper Processing Pool  
Signature (Print name under signature) Title

Deed of Trust  
(Insert Title of Document Above)

Assessor's Parcel Number: 179-34-713-236

Recording Requested By:  
VENTA REALTY GROUP, DBA VENTA  
HOME LOANS

And When Recorded Return To:  
VENTA REALTY GROUP, DBA VENTA HOME LOANS  
1290 S JONES BLVD, STE 150  
LAS VEGAS, NEVADA 89146  
Loan Number: 0000010336  
Mail Tax Statements To:  
JPMORGAN CHASE BANK, N.A. C/O CHASE HOME  
FINANCE, LLC, P.O. BOX 79046, PHOENIX,  
ARIZONA 85062-9046

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

## DEED OF TRUST

FHA CASE NO.

332-4592539-703

MIN: 100600900000103369

THIS DEED OF TRUST ("Security Instrument") is made on MAY 7, 2008  
The grantor is DELAINE L. HARNED, AN UNMARRIED WOMAN

("Borrower").

The trustee is LSI TITLE AGENCY  
15661 RED HILL AVENUE #201, TUSTIN, CALIFORNIA 97280 ("Trustee").  
The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

VENTA REALTY GROUP, DBA VENTA HOME LOANS, A NEVADA CORPORATION  
("Lender")

is organized and existing under the laws of NEVADA  
and has an address of 1290 S JONES BLVD, STE 150, LAS VEGAS, NEVADA  
89146

Borrower owes Lender the principal sum of ONE HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED NINETY-SEVEN AND 00/100 Dollars (U.S. \$ 159,497.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2038 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in CLARK County, Nevada: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A". A.P.N. : 179-34-713-236

which has the address of

1076 SLATE CROSSING LANE #2  
[Street]

HENDERSON  
[City]

, Nevada

89002  
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or 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 and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the

Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

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

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

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

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

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

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

THIRD, to interest due under the Note;

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

FIFTH, to late charges due under the Note.

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

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

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

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

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

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

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

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

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

Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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

9. **Grounds for Acceleration of Debt.**

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

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

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

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

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

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



extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

**14. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

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

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

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

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

**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

**20. Substitute Trustee.** Lender, 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 the Trustee herein and by applicable law.

**21. Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 500, as a maximum amount, depending on whether the assumption includes a release of liability.

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

[Check applicable box(es)].

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Growing Equity Rider      |
| <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Rehabilitation Loan Rider |
| <input type="checkbox"/> Non-Owner Occupancy Rider                 | <input type="checkbox"/> Other [Specify]         |  |

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 9 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

*Delaine L. Harned* (Seal)  
DELAINE L. HARNED -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

State of NEVADA

County of CLARK

This instrument was acknowledged before me on May 8, 2008

by DELAINE L. HARNED



(Seal)

Leslie B. Bales  
Signature of notarial officer

Leslie B. Bales, Notary Public  
Title

My commission expires: March 26, 2012

**EXHIBIT "A" \_**

**LEGAL DESCRIPTION**

**PARCEL I:**

UNIT TWO (2) IN BUILDING SEVENTY-NINE 79) OF FINAL MAP OF PARADISE COURT (A COMMON INTEREST COMMUNITY), AS SHOWN BY MAP THEREOF ON FILE IN BOOK 116, OF PLATS, PAGE 33 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS AND EGRESS AND OF USE IN, TO AND OVER ALL COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, PRIVATE STREETS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

**PARCEL III:**

THE EXCLUSIVE RIGHT OF USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF ABOVE REFERENCED PLAT AS DESIGNATED AS EXCLUSIVE USE AREAS AND LIMITED COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO YARD COMPONENT, AS DEFINED ON AND SUBJECT TO THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

FHA Case Number: 332-4592539-703

Loan Number: 0000010336

## **FHA PLANNED UNIT DEVELOPMENT RIDER**

**THIS PLANNED UNIT DEVELOPMENT RIDER** is made this 7th day of MAY, 2008, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to VENTA REALTY GROUP, DBA VENTA HOME LOANS, A NEVADA CORPORATION ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

1076 SLATE CROSSING LANE #2, HENDERSON, NEVADA 89002

[Property Address]

The Property is part of a planned unit development ("PUD") known as:

PARADISE COURT

[Name of Planned Unit Development]

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

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners' Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

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

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

*Delaine L. Harned* (Seal)  
DELAINE L. HARNED Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

\_\_\_\_ (Seal)  
Borrower

Ex. 1-D

# EXHIBIT 1-D

Ex. 1-D



APN # 179-34-713-236  
# N55556

Inst #: 201002050001923  
Fees: \$14.00  
N/C Fee: \$0.00  
02/05/2010 11:28:48 AM  
Receipt #: 221950  
Requestor:  
CLARK RECORDING SERVICE  
Recorded By: OSA Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

45

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on May 18, 2004, as instrument number 0001999 BK 20040518, of the official records of Clark County, Nevada, the Paradise Court has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 1076 Slate Crossing Lane #102 Henderson, NV 89002 and more particularly legally described as: Paradise Court, Plat Book 116, Page 33, Unit 2, Bldg 79 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Delaine L Harned

Mailing address(es):  
1076 Slate Crossing Lane #102, Henderson, NV 89002

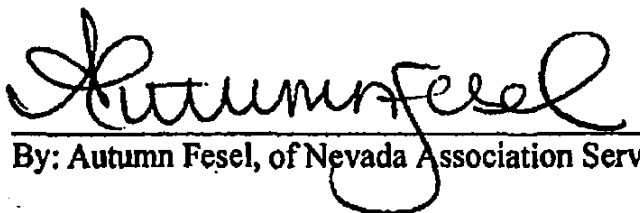
\*Total amount due through today's date is \$1,269.00.

This amount includes late fees, collection fees and interest in the amount of \$654.00.

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

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

Dated: February 02, 2010



By: Autumn Fesel, of Nevada Association Services, Inc., as agent for Paradise Court.

When Recorded Mail To:  
Nevada Association Services, Inc.  
TS #N55556  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885 Toll Free: (888) 627-554

Ex. 1-E

# EXHIBIT 1-E

Ex. 1-E

List of Owner Names: Delaine L Harned

HOA Name: Paradise Court

Mailing Address

Property Address

Print All Certified

Delaine L Harned 1076 Slate Crossing Lane #102 Henderson, NV 89002 →
→
→
→
→
→

Delaine L Harned 1076 Slate Crossing Lane #102 Henderson, NV 89002 →
→
→
→
→
→

Delaine L Harned 1076 Slate Crossing Lane #102 Henderson, NV 89002
Delaine L Harned 1076 Slate Crossing Lane #2 Henderson, NV 89002

**Transaction Report**

Mailed Date From 2/22/2010 To 2/22/2010

Reference #: N55556

Article Number	Ref #	Record Indicator	USPS® Service Type	Name & Address	Date Mailed	Status	USPS® Pstg. Fees
1 71138257147401735859	N55556	LIEN	Certified Mail™	Delaine L Harned 1076 SLATE CROSSING LN UNIT 102 HENDERSON, NV 89002-1028	02/22/2010	ELECTRONIC SHIPPING INFO RECEIVED at TEMECULA, CA	5.540
2 2231467491	N55556	LIEN	First-Class Mail®	Delaine L Harned 1076 SLATE CROSSING LN UNIT 102 HENDERSON, NV 89002-1028	02/22/2010	Walz Event - Mailed	0.440
3 71138257147401735866	N55556	LIEN	Certified Mail™	Delaine L Harned 1076 SLATE CROSSING LN UNIT 102 HENDERSON, NV 89002-1028	02/22/2010	ELECTRONIC SHIPPING INFO RECEIVED at TEMECULA, CA	5.540
4 2231467491	N55556	LIEN	First-Class Mail®	Delaine L Harned 1076 SLATE CROSSING LN UNIT 102 HENDERSON, NV 89002-1028	02/22/2010	Walz Event - Mailed	0.440
4 Records							\$11.960
1	Page: 1 of 1		Go	Page size: 10	Change	Item 1 to 4 of 4	

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[Terms of Use](#)

Generated: 12/21/2015 11:23:28 AM

Ex. 1-F

# EXHIBIT 1-F

Ex. 1-F

APN#: 179-34-713-236

AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311

Inst #: 201012060000315

Fees: \$15.00

N/C Fee: \$0.00

12/06/2010 08:04:34 AM

Receipt #: 601100

Requestor:

SPL INC - LA

Recorded By: STN Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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Space above this line for recorder's use only

Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

### **ASSIGNMENT OF DEED OF TRUST**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Chase Home Finance LLC all beneficial interest under that certain Deed of Trust dated 05-07-2008 executed by DELAINE L. HARNED, AN UNMARRIED WOMAN, as Trustor; to LSI TITLE AGENCY, as Trustee; and Recorded 05-14-2008, Instrument 0005041, Book 20080514, Page of Official Records in the Office of the County Recorder of CLARK County, Nevada..

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part the real property described therein.

Property Address: 1076 SLATE CROSSING LANE #2  
HENDERSON, NV 89002

Ex. 1-G

# EXHIBIT 1-G

Ex. 1-G

Inst #: 201012060000316

Fees: \$15.00

N/C Fee: \$0.00

12/06/2010 08:04:34 AM

Receipt #: 601100

Requestor:

SPL INC - LA

Recorded By: STN Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN# 179-34-713-236

AND WHEN RECORDED MAIL TO

CALIFORNIA RECONVEYANCE COMPANY

9200 Oakdale Avenue

Mail Stop: CA2-4379

Chatsworth, CA 91311

Space above this line for recorder's use only

Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

### SUBSTITUTION OF TRUSTEE

WHEREAS, DELAINE L. HARNED, AN UNMARRIED WOMAN was the original Trustor, LSI TITLE AGENCY was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS), SOLELY AS NOMINEE FOR LENDER, VENTA REALTY GROUP, DBA VENTA HOME LOANS, ITS SUCCESSORS AND ASSIGNS was the original Beneficiary under that certain Deed of trust dated 05-07-2008, Recorded 05-14-2008, Book 20080514, Page ,Instrument 0005041 of Official Records in the office of the Recorder of CLARK County, Nevada.

WHEREAS, Chase Home Finance LLC the undersigned, is the present Beneficiary under said Deed of Trust, and,

WHEREAS, the undersigned, desires to substitute a new Trustee under said Deed of Trust in the place of and stead of said original Trustee thereunder.

Now, THEREFORE, the undersigned Beneficiary hereby substitutes **CALIFORNIA RECONVEYANCE COMPANY**, 9200 Oakdale Avenue CA2-4379, Chatsworth, CA 91311, as Trustee of Said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number indicates the plural.

Date: 11/29/10

Chase Home Finance LLC

COLLEEN IRBY, VICE PRESIDENT

Chase/CRC 15



Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

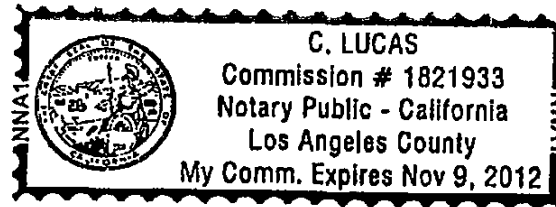
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On November 29, 2010, before me, C. LUCAS, "Notary Public" personally appeared COLLEEN IRBY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Ex. 1-H

# EXHIBIT 1-H

Ex. 1-H

APN#: 179-34-713-236

AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311  
800-892-6902

Inst #: 201012060000317  
Fees: \$215.00  
N/C Fee: \$0.00  
12/06/2010 08:04:34 AM  
Receipt #: 601100  
Requestor:  
SPL INC - LA  
Recorded By: STN Pgs: 2  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

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Space above this line for recorder's use only

Property Address: : 1076 SLATE CROSSING LANE #2, HENDERSON, NV 89002

Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

**IMPORTANT NOTICE**  
**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: CALIFORNIA RECONVEYANCE COMPANY is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 05-07-2008, executed by DELAINE L. HARNED, AN UNMARRIED WOMAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS), SOLELY AS NOMINEE FOR LENDER, VENTA REALTY GROUP, DBA VENTA HOME LOANS, ITS SUCCESSORS AND ASSIGNS under a Deed of Trust Recorded 05-14-2008, Book 20080514, Page , Instrument 0005041 of Official Records in the Office of the Recorder of CLARK County, State of Nevada.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: THE 09/01/2009 MONTHLY INSTALLMENT OF INTEREST, LATE CHARGES AND OTHER CHARGES AS DESCRIBED IN THE BILLING STATEMENT FOR SAID MONTHLY BILLING; AND ALL SUBSEQUENT MONTHLY INSTALLMENTS OF INTEREST, LATE CHARGES AND OTHER CHARGES AS DESCRIBED IN THE BILLING STATEMENT FOR EACH MONTHLY BILLING CYCLE.

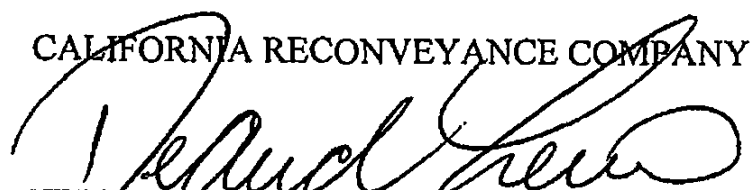
That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: JPMorgan Chase Bank, National Association, 10790 RANCHO BERNARDO ROAD SAN DIEGO, CA 92127 866-265-6459.

Date: 11/29/2010

CALIFORNIA RECONVEYANCE COMPANY

  
DE ANDRE LEWIS, Assistant Secretary

CALIFORNIA RECONVEYANCE  
COMPANY IS A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.

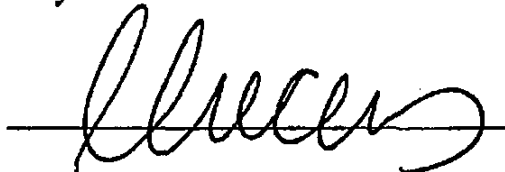
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

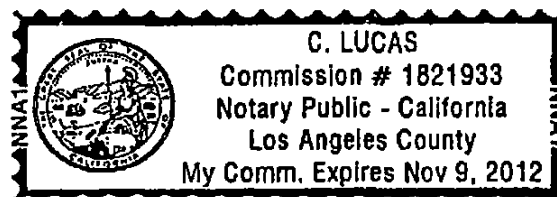
On 11/29/2010 before me, C. LUCAS, "Notary Public" personally appeared DE ANDRE LEWIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

 (Seal)



Ex. 1-I

# EXHIBIT 1-I

Ex. 1-I

APN: 179-34-713-236

Recording requested by:

~~CALIFORNIA RECONVEYANCE CO~~  
~~P.O. BOX 6200~~  
~~NORTHRIDGE, CALIFORNIA 91328~~

When recorded, mail to:

~~CALIFORNIA RECONVEYANCE CO~~  
~~P.O. BOX 6200~~  
~~NORTHRIDGE, CALIFORNIA 91328~~

TS# 144071NV  
LN# 1880035800

100730608

Inst #: 201104120001990

Fees: \$14.00

N/C Fee: \$0.00

04/12/2011 10:25:10 AM

Receipt #: 737439

Requestor:

LSI TITLE AGENCY INC.

Recorded By: MSH Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

**CERTIFICATE**  
STATE OF NEVADA  
FORECLOSURE MEDIATION PROGRAM

Property Owner(s):

**HARNED, DELAINE L**

Property Address:

**1076 SLATE CROSSING LANE #  
Henderson, NV 89002**

Trustee:

**CALIFORNIA RECONVEYANCE COMPANY  
ATTN: PETRA VAZQUEZ  
MAIL STOP: CA2-4379  
9200 OAKDALE AVE CHATSWORTH, CA 91311**

Deed of Trust Doc Number:

**0005041**

Book:

**20080514**

Page:

- ☒ **Non-Applicable Property:** The Beneficiary may proceed with the foreclosure process.
- ☐ **No Agreement:** A Foreclosure Mediation Conference was held on \_\_\_\_\_. The parties were unable to agree to a resolution of this matter. The Beneficiary may proceed with the foreclosure process.
- ☐ **Relinquish the Property:** A Foreclosure Mediation Conference was held on \_\_\_\_\_. The parties agreed homeowner would voluntarily relinquish the property. The mediation required by law has been completed in this matter. The Beneficiary may proceed with the foreclosure process.
- ☐ **Grantor Non-Compliance:** The Grantor or person who holds the title of record did not attend the Foreclosure Mediation Conference or failed to produce the necessary disclosure forms. The Beneficiary may proceed with the foreclosure process.
- ☐ **Certificate Reissuance:** The Beneficiary may proceed with the foreclosure process.
- ☐ **Court Ordered:** The Beneficiary may proceed with the foreclosure process.

NOD Date: 12-06-2010 Proof of Service Date: 12-03-2010

Certificate Issued Date: 03-16-2011

**FMP CERT: 2011-03-16-0112**



Ex. 1-J

# EXHIBIT 1-J

Ex. 1-J

③

APN#: 179-34-713-236

AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311  
800-892-6902

5

Inst #: 201106010003269  
Fees: \$16.00  
N/C Fee: \$0.00  
06/01/2011 01:46:58 PM  
Receipt #: 795934  
Requestor:  
CLARK RECORDING SERVICE  
Recorded By: GILKS Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

Space above this line for recorder's use only  
Title Order No. 100730608-NV-MAI Trustee Sale No. 144017NV Loan No. 1880635860

### NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 05-07-2008. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 06-21-2011 at 10:00 AM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 05-14-2008, Book 20080514, Page , Instrument 0005041 of official records in the Office of the Recorder of CLARK County, Nevada, executed by: DELAINE L. HARNED, AN UNMARRIED WOMAN as Trustor, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at 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, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state). At: AT THE FRONT ENTRANCE TO THE NEVADA LEGAL NEWS, LOCATED AT 930 SO. FOURTH STREET, LAS VEGAS, NV all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, Nevada describing the land therein:

#### PARCEL I:

UNIT TWO (2) IN BUILDING SEVENTY-NINE (79) OF FINAL MAP OF PARADISE COURT (A COMMON INTEREST COMMUNITY), AS SHOWN BY MAP THEREOF ON FILE IN BOOK 116, OF PLATS, PAGE 33 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.



**PARCEL II:**

A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS AND EGRESS AND OF USE IN, TO AND OVER ALL COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, PRIVATE STREETS AS DEFINED IN AND SUBJECT TO THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

**PARCEL III:**

THE EXCLUSIVE RIGHT OF USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF ABOVE REFERENCED PLAT AS DESIGNATED AS EXCLUSIVE USE AREAS AND LIMITED COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO YARD COMPONENT, AS DEFINED ON AND SUBJECT TO THE DECLARATION, WHICH ARE APPURTENANT TO PARCEL I DESCRIBED ABOVE.

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 1076 SLATE CROSSING LANE #2, HENDERSON, NV 89002.