

IN THE SUPREME COURT OF THE STATE OF NEVADA

LAS VEGAS DEVELOPMENT GROUP, LLC,)
a Nevada limited liability company,)
)
Appellant,)

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Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court No. 71875

vs.)
)
)

JAMES R. BLAHA, an individual; BANK OF)
AMERICA, NA, a National Banking)
Association, as successor by merger to BAC)
HOME LOANS SERVICING, LP;)
RECONTRUST COMPANY NA, a Texas)
corporation; EZ PROPERTIES, LLC, a Nevada)
limited liability company; K&L BAXTER)
FAMILY LIMITED PARTNERSHIP, a Nevada)
limited partnership; FCH FUNDING, INC, an)
unknown corporate entity,)
Respondents.)

APPEAL

From the Eighth Judicial District Court,

The Honorable Jerry A. Wiese II , District Judge

District Court Case No. A-15-715532-C

JOINT APPENDIX - VOLUME 2

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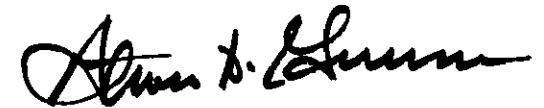
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CLERK OF THE COURT

1 **MSJD**

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LOANS, INC. formerly known as FCH

9 FUNDING, INC.

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 * * *

13 LAS VEGAS DEVELOPMENT GROUP, LLC,
14 a Nevada limited liability company,

15 Plaintiff,

16 vs.

17 JAMES R. BLAHA, an individual; BANK OF
AMERICA, NA, a National Banking
18 Association, as successor by merger to BAC
HOME LOANS SERVICING, LP;
19 RECONTRUST COMPANY NA, a Texas
corporation; JOSE PEREZ, JR. an individual;
20 EZ PROPERTIES, LLC, a Nevada limited
liability company; K&L BAXTER FAMILY
LIMITED PARTNERSHIP, a Nevada limited
21 partnership; FCH FUNDING, INC., an
unknown corporate entity; DOE individuals I
22 through XX; and ROE CORPORATIONS I
through XX,

23 Defendants.
24

CASE NO. A-15-715532-C

DEPT NO. XXX

**JAMES R. BLAHA AND NOBLE
HOME LOANS, INC.'S MOTION
FOR SUMMARY JUDGMENT**


25 COME NOW, Defendants JAMES R. BLAHA and NOBLE HOME LOANS, INC.
26 formerly known as FCH FUNDING, INC. (collectively "the Blaha Defendants"), by and through
27 their attorneys of record, the law firm of Kolesar & Leatham, and hereby file their Motion for
28 Summary Judgment.

This Motion is made and based on the Points and Authorities herein, the exhibits attached hereto, any pleadings on file with the Court and any oral arguments presented at the time of hearing on this matter.

DATED this 9th day of August, 2016.

KOLESAR & LEATHAM

By


AARON R. MAURICE, ESQ.

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Attorneys for Defendants

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LOANS, INC. formerly known as FCH
FUNDING, INC.

NOTICE OF MOTION

PLEASE TAKE NOTICE that the undersigned will bring the foregoing Motion on for hearing on the 13 day of SEPT, 2016, in Department XXX of the above-entitled Court at the hour of 9:00 AM .m., or as soon thereafter as counsel may be heard.

DATED this 9th day of August, 2016.

KOLESAR & LEATHAM

By


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JAMES R. BLAHA and NOBLE HOME
LOANS, INC. formerly known as FCH
FUNDING, INC.

POINTS AND AUTHORITIES

I.

INTRODUCTION

On April 12, 2011, Plaintiff Las Vegas Development Group, LLC (“LVDG”) paid \$5,200.01 to purchase a property at an HOA foreclosure sale knowing that in order to establish its interest in the property free and clear of any encumbrances, LVDG may need to incur litigation costs that were so high that LVDG might ultimately choose to simply “walk away” from the property.

On August 29, 2011, approximately four months after LVDG acquired its interest in the property, the property was sold at a deed of trust foreclosure sale to third-party purchaser, EZ Properties LLC (“EZ”), for \$151,300. One-month later, on September 30, 2011, James R. Blaha (“Blaha”) paid EZ \$208,000 to purchase the property.¹ Blaha has been the record title holder of the property since September 30, 2011. Following his September 30, 2011 purchase of the Property, Blaha obtained a loan from Noble Home Loans, Inc. (“NHLS”) (formerly known as FCH Funding, Inc.), pledging his interest in the property as security for the loan.

Although LVDG acquired its interest in the property knowing that its interest would be the subject of litigation and that its interest could potentially be wiped-out by a foreclosure on the deed of trust, LVDG took no steps to stop the deed of trust foreclosure sale or to protect its interest in the property. Moreover, after learning that the property had been sold to a third-party purchaser at a deed of trust foreclosure sale, LVDG failed to take any action to protect its interest in the property. Instead, LVDG did nothing, without explanation, for almost four years. Because of LVDG’s inexcusable failure to take any action to protect its interest in the property, the property was **sold twice** for purchase prices that were equivalent to the property’s fair market value at the time of the sales.

Since purchasing the property in 2011, Blaha has exercised exclusive dominion and

¹ In terms of the math, this means that LVDG paid less than 3.5% of the property’s fair market value (using the conservative measure of EZ’s bid at the deed of trust foreclosure sale) or 2.5% of the property’s fair market value when using the price that Blaha paid to purchase the property in a “traditional” sale five months later.

1 control over the property. During this same time, LVDG took no action to assert any claim to
2 the property. Instead, LVDG sat back and allowed Blaha to expend thousands of dollars to
3 maintain and improve the property. It was not until March 19, 2015 – 1,298 days after the deed
4 of trust foreclosure sale – that LVDG took any action to contest the deed of trust foreclosure or
5 otherwise challenge Blaha’s record title to the property.

6 As will be demonstrated below, LVDG’s Complaint – which asks this Court to remove
7 Blaha from title to the property by **rescinding two sales of the property** – fails as a matter of
8 law. Such is the case as: (1) LVDG’s claims are barred by the statute of limitation imposed by
9 NRS 107.080(5); (2) LVDG’s claims are barred by the doctrine of laches; and (3) LVDG’s
10 claims are barred by the doctrine of equitable estoppel.² For each of the aforementioned reasons,
11 summary judgment should be entered in favor of the Blaha Defendants and against LVDG.

12 II.

13 **STATEMENT OF UNDISPUTED FACTS**

14 On March 28, 2007, a deed of trust (“Perez Deed of Trust”) was recorded securing a
15 home loan in the amount of \$456,000 on property commonly described as 7639 Turquoise Stone
16 Ct., Las Vegas, NV 89113; APN 176-10-213-042 (“Property”), showing Jose Perez Jr. as the
17 borrower; Countrywide Bank, FSB (“Countrywide”) as the lender; Recontrust Company, N.A.
18 (“Recontrust”) as the trustee; and Mortgage Electric Registration Systems, Inc. (“MERS”) as the
19 beneficiary of record, acting solely as nominee for Countrywide and its successors and assigns.
20 See Deed of Trust, attached hereto as Exhibit 1.

21 Three years later, on April 12, 2010, the Nevada Trails II Homeowners Association
22 (“Nevada Trails”) recorded a Notice of Delinquent Assessment Lien against the Property,

23
24 ² To limit this Court’s burden in considering the legal arguments advanced in this Motion, the Blaha Defendants
25 have refrained from addressing any of the defects with regard to the HOA Sale under state law unrelated to the
26 untimeliness of the Complaint. The Blaha Defendants expressly reserve their right to raise those arguments in a
27 subsequent Motion for Summary Judgment. Not only was the price grossly inadequate pursuant to the Restatement
28 (Third) of Property: Mortgages, §8.3, the HOA’s agent refused to provide BANA’s counsel with a statement related
to the priority lien based on the agent’s written acknowledgment that BANA’s lien was “senior” to the HOA’s lien.
For these reasons, the HOA’s sale could not extinguish BANA’s deed of trust. See Shadow Wood Homeowners
Ass’n, Inc. v. New York Cmty. Bancorp, Inc., 132 Nev. Adv. Op. 5, 366 P.3d 1105 (Nev. 2016); ZYZZX2 v. Dizon,
2016 WL 1181666, 2:13-cv-1307-JCM-PAL (D. Nev. 2016)(setting aside an HOA sale where the price was grossly
inadequate and the association represented to the lender that the sale would not extinguish the first deed of trust).

1 asserting a delinquency in the amount of \$908. See Notice of Delinquent Assessment Lien,
2 attached hereto as Exhibit 2. The Notice of Delinquent Assessment Lien failed to identify the
3 amount, if any, of an alleged super-priority lien. Id.

4 On July 23, 2010, Nevada Trails recorded a Notice of Default and Election to Sell Under
5 Notice of Delinquent Assessment Lien, asserting a delinquency in the amount of \$1,917. See
6 Notice of Default and Election to Sell Under Notice of Delinquent Assessment Lien, attached
7 hereto as Exhibit 3. The Notice of Default failed to identify the amount, if any, of an alleged
8 super-priority lien. Id.

9 On September 16, 2010, counsel for BAC Home Loans Servicing sent correspondence to
10 Absolute Collection Services, LLC in response to the Notice of Default and Election to Sell
11 Under Notice of Delinquent Assessment Lien. See September 16, 2010 correspondence from
12 Miles, Bauer, Bergstrom & Winters, LLP to Absolute Collection Services, LLC, attached hereto
13 as Exhibit 4. The correspondence acknowledged:

14 [A] portion of your HOA lien is arguably senior to BAC's first deed
15 of trust, specifically the nine months of assessments for common
16 expenses incurred before the date of your notice of delinquent
17 assessment dated July 21, 2010. . . . It is unclear, based on the
18 information known to date, what amount the nine months' of
19 common assessments pre-dating the NOD actually are. That
amount, whatever it is, is the amount BAC should be required to
rightfully pay to fully discharge its obligations to the HOA per NRS
116.3102 and my client hereby offers to pay that sum upon
presentation of adequate proof of the same by the HOA.

20 Please let me know what the status of any HOA lien
21 foreclosure sale is, if any. My client does not want these issues to
22 be further exacerbated by the wrongful HOA sale that and it is my
23 client's goal and intent to have the issues resolved as soon as
possible. Please refrain from taking any further action to enforce the
HOA lien until my client and the HOA have had an opportunity to
speak to attempt to fully resolve all issues.

24 Id.

25 Absolute Collection Services, LLC responded to the September 16, 2010 correspondence,
26 rejecting BAC's assertion that it was entitled to tender a nine-month priority payment before a
27 foreclosure by BAC, stating, in relevant part:

28 I am making you aware that it is our view that without the

1 action of foreclosure, a 9 month Statement of Account is not valid.
2 At this time, I respectfully request that you submit the Trustees
3 Deed Upon Sale showing your client's possession of the property
and the date that it occurred. At that time, we will provide a 9
month super priority lien Statement of Account.

4 As discussed, any Statement of Account from us will show
5 the entire amount owed. We intend to proceed on the above-
6 mentioned account up to and including foreclosure. All such
7 notifications have been and will be sent to all interested parties.
8 **We recognized your client's position as the first mortgage
company as the senior lien holder.** Should you provide us with a
recorded Notice of Default or Notice of Sale, we will hold our
action so your client may proceed.

9 See September 21, 2010 correspondence from Absolute Collection Services, LLC to Miles,
10 Bauer, Bergstrom & Winters, LLP, attached hereto as Exhibit 5 (emphasis added).

11 On October 27, 2010, Perez filed a Chapter 7 Bankruptcy as Case Number 10-30260-lbr.
12 See Notice of Chapter 7 Bankruptcy, attached hereto as Exhibit 6.

13 On October 28, 2010, in violation of the automatic stay, Nevada Trails recorded a Notice
14 of Trustee's Sale, asserting a delinquency in the amount of \$2,989. See Notice of Trustee's Sale,
15 attached hereto as Exhibit 7. The Notice of Trustee's Sale failed to identify the amount, if any,
16 of an alleged super-priority lien. Id.

17 On February 28, 2011, Nevada Trails recorded a second Notice of Trustee's Sale,
18 asserting a delinquency in the amount of \$4,446. See Notice of Trustee's Sale, attached hereto
19 as Exhibit 8. The Notice of Trustee's Sale failed to identify the amount, if any, of an alleged
20 super-priority lien. Id. The Notice of Trustee's Sale also failed to account for any discharge of
21 the debt pursuant to the Perez bankruptcy. Id.

22 On April 12, 2011, LVDG purchased the Property at the HOA Foreclosure Sale for
23 \$5,200.01. See Trustee's Deed Upon Sale, attached hereto as Exhibit 9.

24 On April 14, 2011, a Corporation Assignment of Deed of Trust was recorded reflecting
25 that the Perez Deed of Trust had been assigned to BAC Home Loans Servicing, LP formerly
26 known as Countrywide Home Loans Servicing LP. See Assignment, attached hereto as Exhibit
27 10.

28 On April 14, 2011, the trustee of the Perez Deed of Trust recorded a Notice of Default

1 and Election to Sell Under Deed of Trust. See Notice of Default and Election to Sell Under
2 Deed of Trust, attached hereto as Exhibit 11.

3 On April 20, 2011, a Release of Lien was recorded, rescinding the Notice of Delinquent
4 Assessment Lien recorded on April 12, 2010. See Release of Lien, attached hereto as Exhibit 12.

5 On August 9, 2011, a State of Nevada Foreclosure Mediation Program Certificate was
6 recorded, authorizing the beneficiary of the Perez Deed of Trust to proceed with the foreclosure.
7 See Certificate, attached hereto as Exhibit 13.

8 On August 9, 2011, a Notice of Trustee's Sale was recorded, noticing a sale of the
9 Property for August 29, 2011. See Notice of Trustee's Sale, attached hereto as Exhibit 14.

10 On August 29, 2011, the trustee of the Perez Deed of Trust sold the Property at a public
11 auction (the "Deed of Trust Foreclosure Sale"). See Trustee's Deed Upon Sale, attached hereto
12 as Exhibit 15. On September 19, 2011, a Trustee's Deed upon Sale was recorded reflecting that
13 EZ had purchased the Property at the Deed of Trust Foreclosure Sale for \$151,300. Id.

14 On September 30, 2011, Blaha purchased the Property from EZ for \$208,000. See Grant,
15 Bargain Sale Deed, attached hereto as Exhibit 16. Three months later, Blaha obtained a loan in
16 the amount of \$162,000 from NHLs which was secured by the Property. See Deed of Trust,
17 attached hereto as Exhibit 17. Blaha has been the record title holder of the Property since
18 September 30, 2011. See Clark County Assessor Parcel Ownership History, attached hereto as
19 Exhibit 18.

20 During the five months in which title to the Property was vested in the name of LVDG,
21 LVDG spent no money improving the Property. See Excerpts of Deposition Transcript of NRCP
22 30(b)(6) Designee of Las Vegas Development Group, LLC, Jon Jentz, attached hereto as Exhibit
23 19, p.46, ll.15-24; p.47, ll.4-7; p.178, ll.5-10; p.193, ll.1-19; Deposition Exhibit 36. Rather,
24 LVDG only spent \$257 maintaining the Property – paying one power bill and four HOA
25 assessments. With regard to these expenses, LVDG testified as follows:

26 Q. It looks like there's one entry for NV Energy and
27 that was on June 3rd, 2011. Do you see that?

28 A. Okay.

1 Q For \$32?

2 A. Right.

3 Q. Any understanding as to why there are no entries for
4 water, sewer, any of the other normal and customary expenses that
would go with property ownership?

5 A. No, not for sure. The – typically the electric was the
6 first thing you needed to get in there if you were going to look at a
7 property and keep the air conditioner on or whatever. I mean,
8 that's the first bill we turned on is Nevada Energy, and then maybe
9 water if we needed to. But not knowing what we did with this
property, I can't tell you why we did – we didn't go – I mean, we
may have looked at this property and it took too much work or too
much money or in a foreclosure. I don't know.

10 Q. Right.

11 A. I don't know.

12 Q. But you don't see anything here reflecting that any
property taxes were paid or sewer fees or garbage. Correct?

13 A. No.

14 Q. According to my math, it looks like \$257 total was
15 spent by Las Vegas Development Group, other than legal fees, in
connection with this property. Do you agree with that?

16 A. Yep. That looks right.

17 See Exhibit 19, p.179-80, ll.16-19.

18 LVDG never purchased homeowner's insurance for the Property. See Exhibit 19, p.186,
19 20-22.

20 In the 2010 to 2011 time-period, LVDG would frequently sell properties purchased at
21 HOA foreclosures to lenders that asserted an interest in the property for double the amount
22 LVDG had paid at the HOA foreclosure sale. See Exhibit 19, p.55, ll.5-11. During the 2010 to
23 2011 time-period, LVDG determined that the cost of establishing free and clear title to all of the
24 properties purchased by LVDG at HOA foreclosure sales was too expensive (LVDG had
25 purchased approximately 200 properties at HOA foreclosure sales). See Exhibit 19, p. 26, ll.2-
26 12; p.55, ll.5-11. As such, LVDG elected to walk away from some of its investments rather than
27 litigate with the secured lenders. Specifically, LVDG testified:

28

1 Well, at the early stage we really looked at the huge cost of
2 litigation and didn't know where we stand. I mean, we felt we
3 were right but we didn't know where the answer was going to be,
4 and it was a big giant we were fighting and we weren't deciding
5 which way we were going. What we tried at first – the first thing is
6 let's see if we can get them to either stop or buy us out and move
7 on, and the last thing was just let it go. **I mean, at some point
litigation costs got so expensive that we, at that stage, walked
away from it.**

8 See Exhibit 19, p.57, ll.7-16; see also p.59, ll.15-25.

9 With regard to the Property in this litigation, LVDG did not take any steps to try to enjoin
10 Bank of America from foreclosing on the Perez Deed of Trust. See Exhibit 19, p.63, ll.7-14;
11 p.64, ll.8-13; p.140, ll.4-13. Similarly, prior to filing this action, LVDG took no action to
12 attempt to set aside the Deed of Trust Foreclosure Sale. See Exhibit 19, p.68, ll.9-18; p.69-70,
13 ll.10-5; p.144, ll.2-19. Moreover, LVDG took no steps to prevent EZ from encumbering or
14 selling the Property following its purchase at the Deed of Trust Foreclosure Sale. See Exhibit
15 19, p.147-48, ll.21-1. Similarly, LVDG took no action to prevent Blaha from taking title to the
16 Property. See Exhibit 19, p.149-50, ll.25-3. LVDG also took no action to prevent Blaha from
17 obtaining financing secured by the Property. See Exhibit 19, p.153, ll.9-17.

18 After the Deed of Trust Foreclosure, LVDG stopped paying the HOA association fees.
19 See Exhibit 19, p.154-55, ll.23-1. As to the reason why LVDG stopped paying association fees,
20 LVDG testified:

21 Q. Do you know why the Las Vegas Development
22 Group stopped paying association fees in August of 2011 with
23 respect to the property?

24 A. I assume **because there is a disputed owner and the
HOA takes the dues from the recorded owner, and the
recorder showed the recorded owner to be somebody different.**
25 I don't know if they even would have accepted it.

26 See Exhibit 19, p.156, ll.1-8.

27 In 2011, LVDG was aware that there was a dispute with respect to the issue of whether
28 an HOA foreclosure sale could extinguish a prior recorded deed of trust. For this reason, LVDG
retained legal counsel to send correspondence to beneficiaries of deeds of trust secured by real

1 property that LVDG purchased at HOA foreclosure sales. See Exhibit 19, p.134, ll.9-17. By
2 2012, LVDG was represented by legal counsel in Nevada retained to actively defend LVDG's
3 title to real property purchased at HOA foreclosure sales. See Exhibit 19, p.134-35, ll.22-1.
4 When asked to explain why LVDG waited until March 19, 2015, to take any action to challenge
5 the Deed of Trust Foreclosure Sale, LVDG testified as follows:

6 Q. The question is: Why did Las Vegas Development
7 Group wait more than three years after all of the events that it
8 seeks to – or all the conveyances that it seeks to set aside to bring
9 this lawsuit?

10 A. I don't know what to say. He's telling me not to
11 answer, so...

12 Q. I don't think he's telling you not to answer this
13 question.

14 MR. CROTEAU: Whatever. Answer it. It doesn't matter.
15 None of this matters. Answer it.

16 A. We dealt with properties that we were in the process of
17 buying or being foreclosed on. That's stuff that had already
18 happened before we got attorneys involved. We were – we had
19 our hands full taking care of that, and we came back to this
20 knowing it was always here when we had more time with our
21 attorneys.

22 See Exhibit 19, p.158-59, ll.13-3.

23 Despite the fact that Blaha has been the record title holder of the Property since
24 September 30, 2011, on March 19, 2015 – 1,298 days after the Deed of Trust Foreclosure Sale –
25 LVDG filed a Complaint seeking to rescind the Deed of Trust Foreclosure Sale. See Complaint.
26 The following day, LVDG recorded a Lis Pendens. See Notice of Lis Pendens, attached hereto
27 as Exhibit 20. In its Complaint, LVDG claims that the Deed of Trust Foreclosure Sale was void
28 because the HOA Foreclosure Sale extinguished the Perez Deed of Trust. See Complaint.
LVDG's Complaint offers no explanation as to why LVDG took no steps to stop the Deed of
Trust Foreclosure Sale or why, immediately thereafter, LVDG did not take steps to have the
Deed of Trust Foreclosure Sale set aside within the 90 day period provided by NRS 107.080(5).
See id. As will be demonstrated below, LVDG's inexplicable delay is fatal to its claims against
the Blaha Defendants.

III.

STANDARD OF REVIEW

NRCP 56(c) provides that summary judgment shall be granted when, after a review of the record viewed in the light most favorable to the non-moving party, there are no remaining genuine issues of material fact and the moving party is entitled to judgment as a matter of law. Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1026, 1031 (Nev. 2005). “A genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for the non-moving party.” Posadas v. City of Reno, 109 Nev. 448, 851 P.2d 438 (Nev. 1993).

In determining whether summary judgment is appropriate, the Court applies a burden-shifting analysis. Cuzze v. Univ. & Cmty. Coll. Sys. of Nevada, 123 Nev. 598, 602-03, 172 P.3d 131, 134 (Nev. 2007). If – as in the present case – “the nonmoving party will bear the burden of persuasion at trial, the party moving for summary judgment may satisfy the burden of production by either (1) submitting evidence that negates an essential element of the nonmoving party’s claim, or (2) pointing out that there is an absence of evidence to support the nonmoving party’s case.” Id. (internal quotations omitted). If the moving party satisfies its burden, the burden then shifts to the nonmoving party who “must transcend the pleadings and, by affidavit or other admissible evidence, introduce specific facts that show a genuine issue of material fact.” Id. The evidence submitted by the nonmoving party must be relevant and admissible, and he or she “is not entitled to build a case on the gossamer threads of whimsy, speculation and conjecture.” Collins v. Union Fed. Sav. & Loan Ass’n, 99 Nev. 284, 302, 662 P.2d 610, 621 (Nev. 1983) (internal quotations omitted). As will be demonstrated below, there are no remaining genuine issues of material fact – the Blaha Defendants are entitled to judgment as a matter of law.

IV.

ARGUMENT

A. **LVDG’s claims are barred by the statute of limitations imposed by NRS 107.080(5)-(6).**

The Nevada Supreme Court has repeatedly acknowledged the public policy considerations that form the basis for any statute of limitation. See Winn v. Sunrise Hosp. &

1 Medical Center, 128 Nev. Adv. Op. 23, ___, 277 P.3d 458, 465 (Nev. 2012). Specifically, the
2 Nevada Supreme Court has recognized that limitation periods imposed by the Legislature are
3 meant to “provide a concrete time frame within which a plaintiff must file a lawsuit and after
4 which a defendant is afforded a level of security.” Id. (citing Peterson v. Bruen, 106 Nev. 271,
5 274, 792 P.2d 18, 19 (Nev. 1990)). In this regard, statutes of limitation “stimulate activity,
6 punish negligence and promote repose by giving security and stability to human affairs.” Id.

7 Here, LVDG’s Complaint seeks to set aside the Deed of Trust Foreclosure Sale that took
8 place on August 29, 2011, and all subsequent transfers of the Property – including Blaha’s
9 September 30, 2011 purchase of the Property.³ See Complaint, p.9, ll.12-13.

10 NRS 107.080(5) sets forth the statute of limitation for challenging a nonjudicial
11 foreclosure sale conducted pursuant to NRS Chapter 107. NRS 107.080(5) has been amended
12 several times in recent years. The version of NRS 107.080(5) applicable in this case stated in
13 relevant part:

14 Every sale made under the provisions of this section and other
15 sections of this chapter vests in the purchaser the title of the
16 grantor and any successors in interest without equity or right of
17 redemption. A sale made pursuant to this section **may**⁴ be declared
void by any court of competent jurisdiction in the county where the
sale took place if:

- 18 (a) The trustee or other person authorized to make the sale
19 does not substantially comply with the provisions of this
20 section or any applicable provision of NRS 107.086 and
107.087;

21 ³ LVDG’s Complaint asserts five causes of action against the Blaha Defendants: (1) Quiet Title; (2) Equitable
22 Mortgage; (3) Slander of Title; (4) Equitable Relief – Wrongful Foreclosure; and (5) Equitable Relief – Rescission.
23 Each cause of action is premised upon the allegation that the HOA Foreclosure Sale extinguished the Perez Deed of
24 Trust such that the Deed of Trust Foreclosure Sale and all subsequent transfers in the Property should be set aside by
25 this Court. For this reason, the statute of limitation imposed by NRS 107.080(5)-(6) should be applied to each of
LVDG’s claims. However, even if this Court determines that NRS 107.080(5)-(6) does not apply to LVDG’s claim
for money damages, LVDG’s slander of title claim would nonetheless be barred by the two-year statute of limitation
imposed by NRS 11.190(4)(c) as LVDG waited 1,298 days from the Deed of Trust Foreclosure Sale to file its
Complaint. See Spilsbury v. U.S. Specialty Ins. Co., 2015 WL 476228, 2:14-cv-00820-GMN-GWF (D. Nev. Feb.
4, 2015) (Nevada’s statute of limitation for slander of title is two years).

26 ⁴ NRS 107.080(5) was amended to change “may” to “must,” effective October 1, 2011. 2011 Nev. Stat., ch. 81,
27 A.B. 284, § 5 at 334. The October 1, 2011 amendment only applies “to a notice of default and election to sell which
28 is recorded on or after July 1, 2011.” See A.B. 284. Here, the version of NRS 107.080(5) using the word “may”
applies because the Notice of Default and Election to Sell Pursuant to the Deed of Trust was recorded on April 14,
2011. See Notice of Default and Election to Sell, attached hereto as Exhibit “11”.

(b) Except as otherwise provided in subsection 6, an action is commenced in the county where the sale took place within **90 days**⁵ after the date of the sale; and

(c) A notice of lis pendens providing notice of the pendency of the action is recorded in the office of the county recorder of the county where the sale took place within **30 days**⁶ after commencement of the action.

(Emphasis added to highlight statutory changes). Similarly, at the time of the foreclosure sale in this case, NRS 107.080(6) stated:

If proper notice is not provided pursuant to subsection 3 or paragraph (a) of subsection 4 to the grantor, to the person who holds the title of record on the date the notice of default and election to sell is recorded, to each trustor or to any other person entitled to such notice, the person who did not receive such proper notice may commence an action pursuant to subsection 5 within **120 days**⁷ after the date on which the person received actual notice of the sale.

Thus, pursuant to NRS 107.080(6), if the challenging party did not have notice prior to the foreclosure sale, that party must challenge the nonjudicial foreclosure sale “within 120 days after the date on which the person received actual notice of the sale.”

The Nevada Supreme Court and the Ninth Circuit Court of Appeals have confirmed that a party cannot challenge an NRS Chapter 107 foreclosure sale outside of the time limits provided in NRS 107.080(5)-(6). See Bldg. Energetix Corp. v. EHE, LP, 129 Nev. Adv. Op. 6, 294 P.3d 1228, 1234 (2013)(“NRS 107.080(5)(a)-(c) and NRS 107.080(6) enumerate the limited instances in which a nonjudicial foreclosure sale may be made void”); Kim v. Kearney, 838 F. Supp. 2d 1077 (D. Nev. 2012)(dismissing plaintiff’s quiet title complaint because plaintiff failed to file an action to set aside the sale within ninety days of the date of sale), aff’d, ___ Fed. Appx. ___, 2013 WL 6172290 (9th Cir. Nov. 26, 2013); Michniak v. Argent Mortg. Co., LLC, 2012 WL

⁵ NRS 107.080(5)(b) was amended to change the 90 days to 45 days, effective October 1, 2013. 2013 Nev. Stat., ch. 403, SB 321, § 5 at 2197.

⁶ NRS 107.080(5)(c) was amended to change the 30 days to 15 days, effective October 1, 2013. 2013 Nev. Stat., ch. 403, SB 321, § 5 at 2197.

⁷ NRS 107.080(6) was amended to change the 120 days to 60 days, effective October 1, 2013. 2013 Nev. Stat., ch. 403, SB 321, § 6 at 2197.

6588912 (unpublished)(Nev. December 14, 2012)(“The title set forth in the trustee’s deed upon sale was conclusive and beyond challenge once the time period set forth in NRS 107.080 had lapsed. The trustee’s deed upon sale conclusively vested title in the purchaser, and as a matter of law appellant’s claim for quiet title based on wrongful foreclosure fails.”); Chattem v. BAC Home Loan Servicing LP, No. 2:11–CV–01727–KJD, 2012 WL 4795663 (D. Nev. Oct. 9, 2012) (dismissing an action to set aside a foreclosure sale where the action was commenced 109 days after the foreclosure sale in violation of NRS 107.080(5)); Guertin v. OneWest Bank, FSB, 2:11–CV–1531 JCM, 2012 WL 3133736 (D. Nev. July 31, 2012)(dismissing claims for statutorily defective foreclosure and quiet title where the action was not brought within ninety days of sale); Willis v. Federal Nat. Mortg. Ass’n, 512 Fed. Appx. 723, 2013 WL 1150755 (9th Cir. 2013)(upholding the district court’s dismissal of plaintiffs’ quiet title claim because plaintiffs did not allege facts showing that they were not in default when the defendants initiated non-judicial foreclosure proceedings and further holding that, to the extent the plaintiffs sought to allege a claim for wrongful foreclosure, the district court properly determined that this claim would have been time-barred by the ninety day statute of limitation imposed by NRS 107.080(5)(b)); Haischer v. Mortgage Elec. Registration Sys., Inc., 2012 WL 4194076, at *4 (D. Nev. Sept. 17, 2012)(dismissing plaintiff’s wrongful foreclosure claim because the plaintiff failed to file an action to set aside the sale within the time constraints imposed by NRS 107.080(5)-(6)).

An NRS Chapter 107 foreclosure sale terminates all other legal and equitable interests in the land. Charmicor, Inc. v. Bradshaw Fin. Co., 92 Nev. 310, 313, 550 P.2d 413 (Nev. 1976)(legal interest); McCall v. Carlson, 63 Nev. 390, 406–07, 172 P.2d 171 (Nev. 1946)(equitable interest). As such, once the deed of trust foreclosure sale is completed, title vests in the purchaser without equity or right of redemption. See 107.080(5); see also Michniak v. Argent Mortg. Co., LLC, 2012 WL 6588912 (unpublished)(Nev. Dec. 14, 2012).

Accordingly, **both the Ninth Circuit and the Nevada Supreme Court have recognized that a party seeking to set aside a sale conducted pursuant to NRS Chapter 107 cannot simply choose to plead its claims in such a way as to avoid having to comply with the provisions of NRS 107.080(5)-(6).** Michniak, 2012 WL 6588912 (unpublished)(Nev. December

1 14, 2012), Kim v. Kearney, 838 F. Supp. 2d 1077 (D. Nev. 2012)(dismissing plaintiff's quiet
2 title complaint because plaintiff failed to file an action to set aside the sale within ninety days of
3 the date of sale), aff'd, ___ Fed. Appx. ___, 2013 WL 6172290 (9th Cir. Nov. 26, 2013). In
4 rendering their decisions, both Courts furthered the legislative intent behind NRS 107.080(5)-(6),
5 which was enacted to encourage the free transferability of title following foreclosure sales. Such
6 is the case as the Nevada Legislature amended NRS Chapter 107 in 2007 to set strict time limits
7 for any action seeking to invalidate a foreclosure sale in order to facilitate the timely
8 transferability of title following foreclosure sales. See Legislative History for S.B. 217 (2007)
9 and S.B. 483 (2007)(incorporating the revision to NRS Chapter 107 proposed by S.B. 217). The
10 2007 amendment to NRS Chapter 107 was proposed by the Nevada Land Title Association to
11 address a problem that had been created in transferring title to real property following the 2005
12 amendments to NRS Chapter 107. See Senate Committee on Judiciary Minutes dated March 21,
13 2007, p.11-12. The purpose of the 2007 amendment to NRS Chapter 107 was to bring clarity to
14 the statute's provision with respect to actions brought to set aside foreclosure sales to once again
15 encourage the free transferability of title to real property following an NRS Chapter 107
16 foreclosure sale. Id.

17 Like the Nevada Supreme Court and the Ninth Circuit Court of Appeals, other Courts
18 within this Judicial District have confirmed that the statute of limitation imposed by NRS
19 107.080(5)-(6) applies to a quiet title action which seeks to invalidate a deed of trust foreclosure
20 conducted pursuant to NRS Chapter 107. See, e.g., Order Granting Defendants' Motion for
21 Summary Judgment in the matter of Girard v. Heizer, Case No. A-14-710917, Department No.
22 XXVI, attached hereto as Exhibit 21.

23 Here, it is undisputed that LVDG had actual notice of the Deed of Trust Foreclosure Sale
24 in August of 2011, or shortly thereafter. See Exhibit 19, p.156, ll.1-8. As acknowledged in
25 LVDG's own Complaint, the Blaha Defendants have "exercised dominion and control over the
26 Property . . . to the exclusion of" LVDG since September 30, 2011. See Complaint, p.14, ll.2-3.
27 Moreover, the testimony of LVDG confirms that LVDG had notice of the Deed of Trust
28 Foreclosure Sale by August of 2011. See Exhibit 19, p.156, ll.1-8.

1 It is undisputed that Blaha has been the record title holder of the Property since
2 September 30, 2011. See Exhibit 18. It is also undisputed that LVDG stopped making any
3 payments to maintain the Property in August of 2011, including the payment of HOA association
4 fees, because there was a dispute in the record ownership of title to the Property. See Exhibit 19,
5 p.156, ll.1-8; see also Exhibit 19, p.179, ll.16-19.

6 Similarly, it is undisputed that LVDG has never paid any property taxes, sewer fees or
7 garbage collection fees for the Property. See Exhibit 19, p.180, ll.11-14. In addition, LVDG
8 never purchased homeowner's insurance for the Property. See Exhibit 19, p.186, 20-22.

9 At deposition, LVDG admitted that, by 2011, LVDG was aware there was a dispute with
10 respect to issue of whether an HOA foreclosure sale could extinguish a prior recorded deed of
11 trust and, as a result of the same, LVDG retained legal counsel to send correspondence to
12 beneficiaries of deeds of trust secured by real property that LVDG purchased at HOA foreclosure
13 sales. See Exhibit 19, p.134, ll.9-17. By 2012, LVDG had retained legal counsel in Nevada to
14 defend LVDG's title to real property purchased at HOA foreclosure sales. See Exhibit 19,
15 p.134-35, ll.22-1. With respect to some of the other properties LVDG had purchased at HOA
16 foreclosure sales, LVDG elected to initiate quiet title actions by 2012. Id.

17 LVDG also acknowledged at deposition that during the 2010 to 2011 time-period, LVDG
18 determined that the cost of establishing free and clear title to all of the properties purchased by
19 LVDG at HOA foreclosure sales was too expensive. See Exhibit 19, p.57, ll.7-16; see also p.59,
20 ll.15-25. As such, LVDG elected to walk away from some of its investments rather than litigate
21 with secured lenders. Id.

22 Here, LVDG did not take any steps to try to enjoin Bank of America from foreclosing on
23 the Perez Deed of Trust. See Exhibit 19, p.63, ll.7-14; p.64, ll.8-13; p.140, ll.4-13. Similarly,
24 LVDG took no action to attempt to set aside the Deed of Trust Foreclosure Sale. See Exhibit 19,
25 p.68, ll.9-18; p.69-70, ll.10-5; p.144, ll.2-19. Moreover, LVDG took no steps to prevent EZ
26 Properties from encumbering or selling the Property following its purchase at the Deed of Trust
27 Foreclosure Sale. See Exhibit 19, p.147-48, ll.21-1. Finally, LVDG took no action to prevent
28 Blaha from taking title to the Property (see Exhibit 19, p.149-50, ll.25-3) or to prevent Blaha

1 from obtaining financing secured by the Property. See Exhibit 19, p.153, ll.9-17.

2 Despite the fact that Blaha has been the record title holder of the Property since
3 September 30, 2011, LVDG waited until March 19, 2015 – 1,298 days after the Deed of Trust
4 Foreclosure Sale – to take any action to set aside the Deed of Trust Foreclosure Sale. See
5 Complaint.

6 The public policy considerations that formed the basis for the Legislature’s enactment of
7 NRS 107.080(5)-(6) do not allow LVDG to be rewarded for its failure to take any action to
8 protect its interest in the Property for a period of 1,298 days – **1,208 days beyond the statute of**
9 **limitation imposed by NRS 107.080(5).** By enacting NRS 107.080(5)-(6), the Nevada
10 Legislature expressed its intent to promote the transferability of title following foreclosure sales
11 to “provide a concrete time frame within which a plaintiff must file a lawsuit and after which a
12 defendant is afforded a level of security.” See Winn v. Sunrise Hosp. & Medical Center, 128
13 Nev. Adv. Op. 23, ___, 277 P.3d 458, 465 (Nev. 2012)(citing Peterson v. Bruen, 106 Nev. 271,
14 274, 792 P.2d 18, 19 (Nev. 1990)). This public policy expression by the Nevada Legislature was
15 designed to promote the recovery of Nevada’s failing real estate market following the
16 devastating foreclosure crisis by allowing new market participants (such as the Blaha
17 Defendants) to purchase properties which other property owners had either willingly abandoned
18 or, out of the extreme distress caused by our country’s financial crisis, were no longer able to
19 afford. The Nevada Legislature made a public policy determination when it enacted the
20 legislation to encourage new homeowners, investors and lenders to invest in our State’s
21 economic recovery. This Court, like the Nevada Supreme Court and the Ninth Circuit Court of
22 Appeals, must apply the statute as the Nevada Legislature intended. Because it is undisputed
23 that LVDG consciously elected to wait 1,298 days to file its Complaint to set aside the Deed of
24 Trust Foreclosure Sale, LVDG’s claims against the Blaha Defendants are barred by the statute of
25 limitation imposed by NRS 107.080(5)-(6). Accordingly, this Court should enter summary
26 judgment in favor of the Blaha Defendants and against LVDG.

27 **B. LVDG’s claims are barred by the Doctrine of Laches.**

28 “Laches is an equitable doctrine which may be invoked when delay by one party works to

1 the disadvantage of the other, causing a change of circumstances which would make the grant of
2 relief to the delaying party inequitable.” Bldg. & Const. Trades Council of N. Nevada v. State ex
3 rel. Pub. Works Bd., 108 Nev. 605, 610-11, 836 P.2d 633, 636-37 (Nev. 1992). For example,
4 laches prevents a plaintiff from waiting several months to challenge a foreclosure sale when the
5 plaintiff cannot provide a reasonable excuse for his delay. See Marvel v. Cobb, 86 N.E. 360, 362
6 (Mass. 1908)(a plaintiff challenging a foreclosure sale was “barred by his own laches” because
7 the plaintiff did not have a “sufficient excuse” for why he waited “more than a reasonable time”
8 to file a Complaint); Steinberg v. Federal Home Loan Mortg. Corp., 901 F. Supp. 2d 945, 952
9 (E.D. Mich. 2012)(finding that a plaintiff challenging a foreclosure sale was barred by laches
10 because the plaintiff waited fourteen months to file a Complaint); Jackson Investment Corp. v.
11 Pittsfield Products, Inc., 413 N.W.2d 99, 102 (Mich. Ct. App. 1987)(finding that a plaintiff
12 challenging a foreclosure sale was barred by laches because the plaintiff waited five months after
13 the sale had occurred and the property had been sold to a third party to file his Complaint);
14 Lamas v. Citizens & S. Nat'l Bank, 245 S.E.2d 301, 302 (Ga. 1978)(“[A]ppellant was barred by
15 laches from invoking the aid of equity in setting aside the foreclosure deed” because “[h]e
16 remained silent until five months after the foreclosure”).

17 Here, LVDG’s claims are barred by the doctrine of laches. Unlike in Steinberg, Jackson,
18 and Lamas, where laches applied because the plaintiff waited several months to challenge a
19 foreclosure sale, here LVDG waited for nearly **four years** to challenge the Deed of Trust
20 Foreclosure Sale. Moreover, LVDG cannot provide a legitimate excuse for its delay other than
21 the fact that LVDG consciously elected to prioritize the manner in which it proceeded with its
22 quiet title litigation based on the anticipated costs of the litigation. See Exhibit 19, p.158-59,
23 ll.13-3; p.57, ll.7-16; p.59, ll.15-25.

24 Moreover, LVDG’s delay caused “a change of circumstances which would make the
25 grant of relief to [LVDG] inequitable.” Bldg. & Const., 108 Nev. at 610-11, 836 P.2d at 636-37.
26 EZ – who purchased the Property at the Deed of Trust Foreclosure Sale – certainly had “a
27 change of circumstances” while LVDG delayed bringing this lawsuit. Under the belief that it
28 had purchased the Property at a valid foreclosure sale, EZ sold the property to Blaha. See

Exhibit 16. Similarly, Blaha also had a substantial “change of circumstances” while LVDG delayed bringing this lawsuit. Based upon the belief that EZ purchased the Property at a valid foreclosure sale, Blaha purchased the property from EZ for \$208,000. Id. Blaha exercised exclusive dominion and control over the Property for nearly four years before LVDG filed its Complaint. See Complaint, p.14, ll.2-3. Since acquiring the Property, Blaha has paid all property taxes, HOA association fees and other costs to maintain and improve the property. See Property Tax Receipt, attached hereto as Exhibit 22 and Clark County Treasurer Property Account Summary, attached hereto as Exhibit 23.

Because Blaha has invested so much time and money into the Property while LVDG waited, without explanation, to file its Complaint, it would be inequitable to allow LVDG to now challenge the Deed of Trust Foreclosure Sale. Because LVDG’s claims are barred by the doctrine of laches, summary judgment should be entered in favor of the Blaha Defendants and against LVDG.

C. LVDG’s claims are barred by the doctrine of equitable estoppel.

“Equitable estoppel functions to prevent the assertion of legal rights that in equity and good conscience should not be available due to a party’s conduct.” In re Harrison Living Trust, 121 Nev. 217, 223, 112 P.3d 1058, 1061-62 (Nev. 2005)(internal quotations omitted). In deciding whether equitable estoppel applies, the court considers four elements:

- (1) the party to be estopped must be apprised of the true facts;
- (2) he must intend that his conduct shall be acted upon, or must so act that the party asserting estoppel has the right to believe it was so intended;
- (3) the party asserting the estoppel must be ignorant of the true state of facts;
- (4) he must have relied to his detriment on the conduct of the party to be estopped.

Id. Moreover, “silence can raise an estoppel quite as effectively as can words.” Id.

In Harrison, Harrison created a trust to dispose of her property after her death. Id. at 219, 112 P.3d at 1059. Michele Teriano was the principal beneficiary of the trust and would receive, among other things, all of Harrison’s “personal property.” Id. Terry Marsala was also a trust beneficiary and would receive, among other things, all of Harrison’s “home furnishings.” Id. When Harrison died, she left a collection of valuable paintings. Id. The trustee petitioned the

1 probate court for instruction on whether the paintings were “personal property” or “home
2 furnishings.” Id. Teriano and Marsala were sent notice of a court hearing on the matter, but
3 Teriano’s notice was sent to the wrong address. Id. After the hearing, the probate court ruled
4 that the paintings were “home furnishings” and directed that they be distributed to Marsala. Id.
5 Teriano received notice of the probate court’s ruling two months after the hearing was held. Id.
6 After the hearing, the attorney who drafted Harrison’s trust requested that the trustee seek
7 reconsideration of the probate court’s “home furnishings” decision. Id. The drafting attorney
8 claimed that Harrison declared to him that the paintings were to be considered “personal
9 property.” Id. A second hearing was held, but again, Teriano’s notice was sent to the wrong
10 address. Id. The drafting attorney also failed to appear at the second hearing, and the probate
11 court denied the petition for reconsideration. Id. After the second hearing, Teriano retained new
12 counsel who prepared and filed an order denying the petition for reconsideration. Id. Teriano’s
13 attorney also filed a notice of entry of order denying the petition for reconsideration. Id. Thirty
14 days after Teriano filed the notice of entry of order, the trustee distributed the trust property,
15 including the paintings to Marsala. Id. Marsala subsequently sold the paintings to a third party.
16 Id. More than a year after the trust property was distributed, Teriano filed a petition for an order
17 surcharging the trustee for breach of fiduciary duty or, in the alternative, to vacate as void the
18 court’s order finding that the paintings were “home furnishings.” Id. Teriano argued that the
19 court’s previous order should be vacated because Teriano did not receive notice of the two
20 hearings on the matter. Id. However, the district court concluded that Teriano “was estopped
21 from challenging the trust distribution order because she waited eighteen months to file the
22 petition.” Id.

23 On appeal, the Nevada Supreme Court affirmed the district court’s estoppel decision. Id.
24 at 223-24, 112 P.3d at 1062. The Supreme Court analyzed the four equitable estoppel elements
25 and concluded that Teriano was estopped from challenging the probate court’s decision because:
26 (1) Teriano was aware of the probate court’s “home furnishings” decision two months after the
27 decision was rendered; (2) although she was aware of the probate court’s decision, Teriano did
28 nothing to appeal that decision or to stop the distribution of property until a year after the

1 distribution occurred; (3) the trustee was unaware that Teriano intended to challenge the probate
2 court's "home furnishing" decision, especially after the petition for reconsideration was denied;
3 and (4) the trustee reasonably relied on the probate court's order and Teriano's inaction in
4 distributing the paintings to Marsala, who later sold them. Id. Thus, the Supreme Court
5 concluded that "[t]he findings of lack of diligence and application of equitable estoppel are
6 proper, and the district court did not err in denying Teriano's petition under NRCP 60(b)(4) to
7 set aside as void the distribution order." Id.

8 Here, LVDG should be estopped from challenging the Deed of Trust Foreclosure Sale.
9 First, like in Harrison, where Teriano was aware of the probate court's decision, LVDG was
10 aware that the Property was sold at a Deed of Trust Foreclosure Sale. See Exhibit 19, p.156, ll.1-
11 8. Second, like in Harrison, where Teriano did nothing to prevent the distribution of the trust
12 property and did not challenge the distribution of the trust property until a year later, LVDG did
13 nothing to stop the Deed of Trust Foreclosure Sale and did not challenge the Deed of Trust
14 Foreclosure Sale until nearly four years later. See Exhibit 19, p.63, ll.7-14; p.64, ll.8-13; p.68,
15 ll.9-18; p.69-70, ll.10-5; p.140, ll.4-13; p.144, ll.2-19. Third, like in Harrison, where the trustee
16 was unaware that Teriano intended to challenge the probate court's decision, especially after the
17 petition for reconsideration was denied, the Blaha Defendants had no idea that LVDG intended
18 to assert superior title to the Property, especially considering LVDG's years of inaction. Finally,
19 like in Harrison, where the trustee reasonably relied on the probate court's order and Teriano's
20 inaction in distributing the paintings, here the Blaha Defendants reasonably relied on the Deed of
21 Trust Foreclosure Sale and LVDG's years of inaction when investing thousands of dollars to
22 maintain and improve the Property. See Exhibit 22 and 23. Accordingly, after considering the
23 four equitable estoppel elements, it is clear that LVDG should be estopped from challenging the
24 Deed of Trust Foreclosure Sale. Summary judgment should be entered in favor of the Blaha
25 Defendants and against LVDG.

26 **D. LVDG's Equitable Mortgage claim fails as a matter of law.**

27 Even if this Court determines that NRS 107.080(5)-(6) does not bar LVDG's claim for
28 Equitable Mortgage, LVDG's Equitable Mortgage claim against the Blaha Defendants fails as a

1 matter of law as the parties never intended for LVDG to maintain a security interest in the
2 Property.

3 An equitable mortgage may be imposed when the parties intended to create a mortgage.
4 See Las Vegas Development Group, LLC vs. Yfantis, ___ F. Supp.3d ___ (D. Nev. 2016)(citing
5 Topaz v. Marsh, 108 Nev. 845, 839 P.2d 606, 612 (Nev. 1992)(granting Wells Fargo Bank's
6 Motion to Dismiss Las Vegas Development Group, LLC's claim for equitable mortgage in a
7 similar case)); see also Flyge v. Flynn, 63 Nev. 201, 224-25, 166 P.2d 539, 549 (Nev. 1946);
8 U.S. v. Agri Services, Inc., 81 F.3d 1002, 1007 (10th Cir. 1996)("The creation of an equitable
9 mortgage . . . is determined by the parties' intent."). Higgins v. Manson, 58 P. 907, 908 (Cal.
10 1899)("The form of the writing is not important, provided it sufficiently appears that it was
11 thereby intended to create a security. If that intention appears, it will create a mortgage in equity,
12 or a specific lien on the property so intended to be mortgaged.").

13 As an equitable remedy, an equitable mortgage is intended to enforce the parties'
14 intended agreement, even if the legal means of securing that agreement suffer a defect.

15 The whole doctrine of equitable liens or mortgages is founded
16 upon that cardinal maxim of equity which regards as done that
17 which has been agreed to be, and ought to have been, done. **To
dedicate property, or to agree to do so, to a particular purpose
or debt is regarded in equity as creating an equitable lien
thereon in favor of him for whom such dedication is made....**

18 The form which an agreement shall take in order to create an
19 equitable lien or mortgage is quite immaterial, for equity looks at
20 the final intent and purpose rather than at the form. **If an intent to
give, charge or pledge property, real or personal, as security
for an obligation appears, and the property or thing intended
to be given, charged or pledged is sufficiently described or
21 identified, then the equitable lien or mortgage will follow as of
22 course.**

23 In re Bridge, 18 F.3d 195, 200-01 (3rd Cir. 1994) (emphasis added).

24 Here, LVDG's Complaint does not allege that the Blaha Defendants agreed or intended to
25 impose a mortgage on the property in favor of LVDG. Such is the case as it is undisputed that
26 LVDG did not loan or advance money to the Blaha Defendants and the Blaha Defendants did not
27 agree that the Property would serve as collateral for a loan. Accordingly, there is no basis to
28

1 impose an equitable mortgage against the Property. As such, LVDG's claim for Equitable
2 Mortgage fails as a matter of law.

3 V.

4 **CONCLUSION**

5 As demonstrated above, summary judgment should be entered in favor of the Blaha
6 Defendants and against LVDG. First, LVDG's claims are barred by the statute of limitation
7 imposed by NRS 107.080(5)-(6). Next, LVDG's claims are barred by the doctrines of laches and
8 equitable estoppel. Finally, LVDG's claim for Equitable Mortgage against the Blaha Defendants
9 fails as a matter of law as the parties never intended for LVDG to maintain a security interest in
10 the Property. For each of the aforementioned reasons, this Court should grant summary
11 judgment in favor of the Blaha Defendants and against LVDG.

12 DATED this 9th day of August, 2016.

13 **KOLESAR & LEATHAM**

14 By

15 
AARON R. MAURICE, ESQ.

16 Nevada Bar No. 006412

17 BRITTANY WOOD, ESQ.

Nevada Bar No. 007562

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18 Attorneys for Defendants

19 JAMES R. BLAHA and NOBLE HOME

20 LOANS, INC. formerly known as FCH

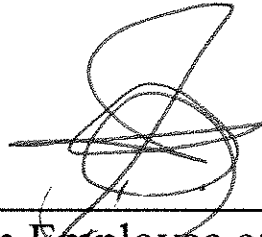
21 FUNDING, INC.

KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 9th day of August, 2016, I caused to be served a true and correct copy of foregoing JAMES R. BLAHA AND NOBLE HOME LOANS, INC.'S MOTION FOR SUMMARY JUDGMENT in the following manner:

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



An Employee of KOLESAR & LEATHAM

EXHIBIT 1

20070328-0002128

Assessor's Parcel Number:
17610213042
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.



Fee: \$38.00
N/C Fee: \$25.00

03/28/2007 10:05:23

T20070054312

Requestor:
CHICAGO TITLE

Debbie Conway CDO
Clark County Recorder Pgs: 25

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
STACY NORFLEET
Recording Requested By:
J. KEPHART

Countrywide Bank, FSB.



650 WHITE DRIVE, STE 280
LAS VEGAS
NV 89119

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[Escrow/Closing #]

[Doc ID #]

DEED OF TRUST

MIN

DEFINITIONS

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

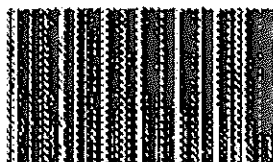
NEVADA-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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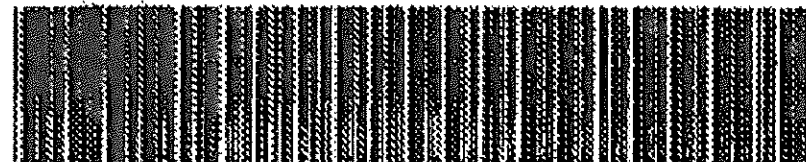
-6A(NV) (0507) CHL (11/05)(d)

VMP Mortgage Solutions, Inc.

Form 3029 1/01



* 2 3 9 9 1 *



* 1 8 4 4 3 7 1 5 4 0 0 0 0 1 0 0 6 A *

DOC ID #: [REDACTED]

(A) "Security Instrument" means this document, which is dated MARCH 16, 2007, together with all Riders to this document.

(B) "Borrower" is

JOSE PEREZ JR, AN UNMARRIED MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is

Countrywide Bank, FSB.

Lender is a

FED SVGS BANK

organized and existing under the laws of THE UNITED STATES

1199 North Fairfax St., Ste.500

Alexandria, VA 22314

(D) "Trustee" is

ReconTrust Company, N.A

225 West Hillcrest Dr., MSN TO-02

Thousand Oaks 91360

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

(F) "Note" means the promissory note signed by Borrower and dated MARCH 16, 2007

The Note states that Borrower owes Lender

FOUR HUNDRED FIFTY SIX THOUSAND and 00/100

Dollars (U.S. \$ 456,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 01, 2037

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

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

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



Adjustable Rate Rider



Condominium Rider



Second Home Rider



Balloon Rider



Planned Unit Development Rider



1-4 Family Rider



VA Rider



Biweekly Payment Rider



Other(s) [specify]

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

DOC ID #: [REDACTED]

irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY

[Type of Recording Jurisdiction]

CLARK

[Name of Recording Jurisdiction]

LOT ONE HUNDRED THIRTY (130) OF NEVADA TRAILS NO. 22 PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 122 OF PLATS, PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

which currently has the address of

7639 TURQUOISE STONE CT, LAS VEGAS

[Street/City]

Nevada 89113-3275 ("Property Address"):

[Zip Code]

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

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums

any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or

defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be

paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is

reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive

from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees,

property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

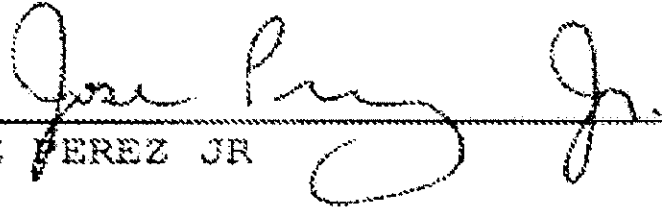
23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without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

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

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

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



JOSE PEREZ JR (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

DOC ID #: [REDACTED]

STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on March 21, 2007 by
Jose Perez Jr.

Danielle Happeny

Mail Tax Statements To:
TAX DEPARTMENT SV3-24

450 American Street
Simi Valley CA, 93065



DOC ID #: [REDACTED]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this SIXTEENTH day of MARCH, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Countrywide Bank, FSB.

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

7639 TURQUOISE STONE CT
LAS VEGAS, NV 89113-3275

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY

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

[Name of Planned Unit Development]

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

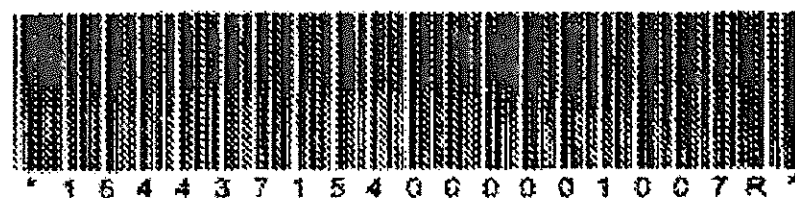
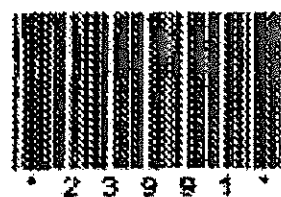
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Page 1 of 3

VMP Mortgage Solutions, Inc.

Form 3150 1/01



DOC ID #: [REDACTED]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

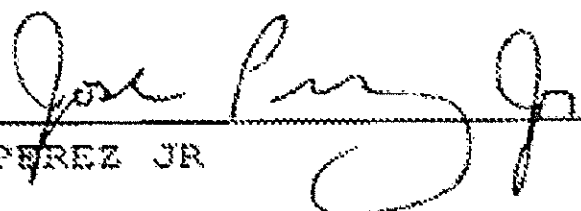
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

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E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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



JOSE PEREZ JR. (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

ADJUSTABLE RATE RIDER
(PayOption MTA Twelve Month Average Index - Payment Caps)

[Escrow/Closing #]

[Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this **SIXTEENTH** day of **MARCH, 2007**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Countrywide Bank, FSB.

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

7639 TURQUOISE STONE CT
LAS VEGAS, NV 89113-3275
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

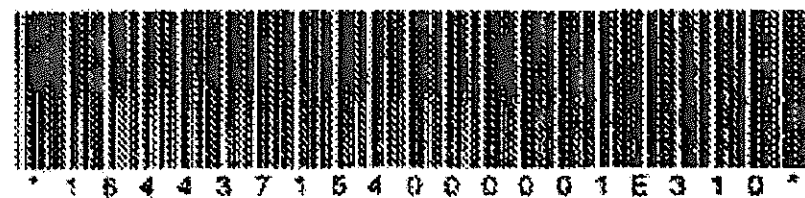
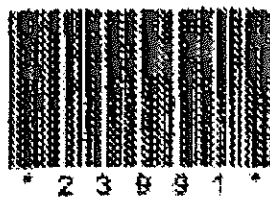
ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

* PayOption MTA ARM Rider
1E310-XX (09/05)(d)

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2. INTEREST**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 8.500 %. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 3.000 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of the Note is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of MAY, 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

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

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE & ONE-HALF percentage point(s) (3.500 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS**(A) Time and Place of Payments**

I will make a payment every month.

DOC ID #: [REDACTED]

I will make my monthly payments on the FIRST day of each month beginning on May, 2007. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on APRIL 01, 2037, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
P.O. Box 10219, Van Nuys, CA 91410-0219

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,922.51, unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of MAY, 2008, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.500% of my prior monthly payment. This 7.500% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." The Payment Options are calculated using the new interest rate in accordance with Section 2(D). I may be given the following Payment Options:

(i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

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

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

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

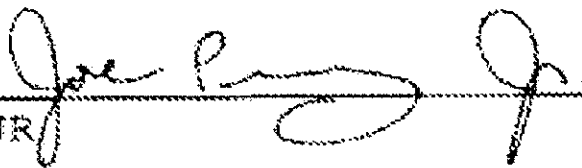
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by

DOC ID #: [REDACTED]

this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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



JOSE PEREZ JR. -Borrower

-Borrower

-Borrower

-Borrower

EXHIBIT 2

Return to:
Attn: Kelly Mitchell
Absolute Collection Services, LLC
PO Box 12117
Las Vegas, NV 89112
(702) 531-3394 phone

APN # 176-10-213-042

Inst #: 201004120001709
Fees: \$15.00
N/C Fee: \$0.00
04/12/2010 12:10:20 PM
Receipt #: 307691
Requestor:
CAMCO
Recorded By: MJM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Notice of Delinquent Assessment Lien

This NOTICE OF DELINQUENT ASSESSMENT is being given pursuant to N.R.S. 117.70 et seq. or N.R.S. 116.3115 et. Seq. and N.R.S. 116.3116 through 116.31168 et. Seq. and the provisions of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the Homeowners Association as follows:

Association Claimant: NEVADA TRAILS II CA Declarations of CC&Rs recorded 6/8/04 Instrument No: 0002308, Book No.: 20040608, Page No:____ County of CLARK, and any and all amendments or annexations of record thereto.

The description of the common interest development unit against which this notice is being recorded is as follows: Legal Unit No.: 7639 Turquoise Stone Ct., Nevada Trails #22 Phase 1 Plat Book 122 Page 85 Lot 130

The reputed owner is: JOSE PEREZ, JR.

Common address: 7639 Turquoise Stone Ct., Las Vegas NV 89113

Owner's mailing address: 7777 S. Jones Blvd #1151, Las Vegas NV 89139

DELINQUENCY #A1263

Total Amount due as of 04/09/10	\$908.00
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Additional monies shall accrue under this claim at the rate of the claimant's periodic assessments, plus permissible late charges, costs of collection and interest and other charges, if any, that shall accrue subsequent to the date of this notice.

The acting agency for enforcement on this lien is:

ABSOLUTE COLLECTION SERVICES, LLC
PO BOX 12117
LAS VEGAS NV 89112
(702) 531-3394

DATED: 04/10/10


RICHARD KAYE, Trustee Sales Officer

STATE OF NEVADA
COUNTY OF CLARK

On 4/10/10 before me, the undersigned, a Notary Public in and for said county, personally appeared, RICHARD KAYE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within Instrument and acknowledged to me that he/she 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.


KELLY MITCHELL, Notary Public



EXHIBIT 3

Return to:
Attn: Kelly Mitchell
Absolute Collections Services, LLC
PO Box 12117
Las Vegas, NV 89112
(702) 531-3394

APN # 176-10-213-042
TS NO: A1263
Title Order No:

Inst #: 201007230000868
Fees: \$16.00
N/C Fee: \$0.00
07/23/2010 09:49:40 AM
Receipt #: 437120
Requestor:
CAMCO
Recorded By: CYV Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO
SELL UNDER NOTICE OF DELINQUENT
ASSESSMENT**

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the legal right to bring your account in good standing by paying all of 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 may be recorded or mailed. The amount is **\$1917.00** as of **July 21, 2010** and will increase until your account becomes current. Upon your written request, **Nevada Trails II** will give you a written itemization of the entire amount you must pay. You and the Association may mutually agree in writing prior to the time the notice of sale is posted to, amount other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2). Following the expiration of the time period previously referred to, unless a separate written agreement between you and the 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 the Association.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, contact the following trustee who has been authorized by the Association to enforce its lien by sale: Absolute Collection Services, LLC, PO Box 12117, Las Vegas, NV 89112, 702-531-3394.

THIS NOTICE is given pursuant to NRS 117.070 et. Seq. or NRS 116.3115 et. Seq. and NRS 116.3116 through 116.31168 et. Seq., and pursuant to that certain Notice of

Delinquent Assessment Lien, recorded on 4/12/10 as Document no. 0001709 book 20100412 of Official Records in the office of the Recorder of Clark County, State of Nevada.

Owner: **Jose Perez Jr**

Property Address: **7639 Turquoise Stone Ct, Las Vegas, NV 89113**

Legal Description-shown on the Subdivision map recorded in Book No. 122 Page(s) 85 Inclusive, of Maps of the County of Clark, State of Nevada.

If you have any questions, you should contact a lawyer. 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: Absolute Collection Services, LLC, is the duly appointed Trustee/Agent authorized by the Association, pursuant to the terms contained in that certain Declaration of Covenants, Conditions and Restrictions, Recorded on 6/8/04 as document number 0002308-20040608 of Official Records in the Office of the Recorder of Clark County, Nevada, and any and all amendments or annexations of record thereto, describing the land therein. That the beneficial Interest under said Notice of Delinquent Assessment is presently held by the Association. That a breach of, and default in, the obligation for which said Covenants, Conditions and Restrictions as security has occurred in that the payment(s) have not been made of:

Periodic assessments, less credits and offsets, plus any late charges, interest, fees, charges, collection costs, trustee's fees, and attorney fees, if any.

That by reason thereof, the present Association under such Covenants, Conditions and Restrictions, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Covenants, Conditions and Restrictions and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the herein described property, liened by said Association, to be sold to satisfy the obligations secured thereby.

PLEASE NOTE THAT WE ARE A DEBT COLLECTOR.

Date: 7/21/10

Absolute Collection Services, LLC as Trustee

[Signature]
Richard Kaye, Trustee Sale Officer

STATE OF NEVADA
COUNTY OF CLARK

On 7/22/10 before me, the undersigned, a Notary Public in and for said county, personally appeared, Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within Instrument and acknowledged to me that he/she 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]
Kelly Mitchell Notary Public

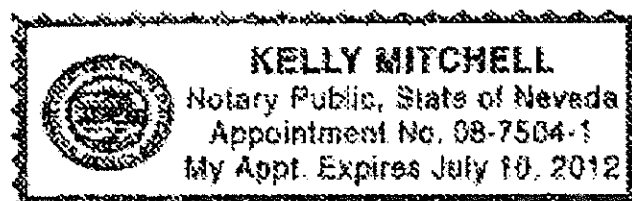


EXHIBIT 4

DOUGLAS E. MILES *
 Also Admitted in Nevada and Illinois
 RICHARD J. BAUER, JR.*
 JEREMY T. BERGSTROM
 Also Admitted in Arizona
 FRED TIMOTHY WINTERS*
 KEENAN E. McCLENAHAN*
 MARK T. DOMEYER*
 Also Admitted in District of
 Columbia & Virginia
 TAMI S. CROSBY*
 L. BRYANT JAQUEZ *
 DANIEL L. CARTER *
 GINA M. CORENA
 WAYNE A. RASH *
 ROCK K. JUNG
 VY T. PHAM *
 KRISTA J. NIELSON
 MARK S. BRAUN
 Also Admitted in Iowa & Missouri
 HADI R. SEYED-ALI *
 ROSEMARY NGUYEN *
 JORY C. GARABEDIAN
 THOMAS M. MORLAN
 Admitted in California
 KRISTIN S. WEBB *
 BRIAN H. TRAN *
 ANNA A. GHAFAR *



* CALIFORNIA OFFICE
 1231 E. DYER ROAD
 SUITE 100
 SANTA ANA, CA 92705
 PHONE (714) 481-9100
 FACSIMILE (714) 481-9141

MILES, BAUER, BERGSTROM & WINTERS, LLP
 ATTORNEYS AT LAW SINCE 1985

2200 Paseo Verde Parkway, Suite 250
 Henderson, NV 89052
 Phone: (702) 369-5960
 Fax: (702) 369-4955

1263

September 16, 2010

Nevada Trails II
 Absolute Collections Services, LLC
 PO Box 12117
 Las Vegas, NV 89112

SENT VIA FIRST CLASS MAIL

Re: *Property Address: 7639 Turquoise Stone Court, Las Vegas, NV 89113*
MBBW File No. 10-H1748

Dear Sirs:

This letter is in response to your Notice of Default with regard to the HOA assessments purportedly owed on the above described real property. This firm represents the interests of MERS as nominee for BAC Home Loans Servicing, LP aka Countrywide Home Loans, Inc. (hereinafter "BAC") with regard to these issues. BAC is the beneficiary/servicer of the first deed of trust loan secured by the property.

As you know, NRS 116.3116 governs liens against units for assessments. Pursuant to NRS 116.3116:

The association has a lien on a unit for:

any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section

While the HOA may claim a lien under NRS 116.3102 Subsection (1), Paragraphs (j) through (n) of this Statute clearly provide that such a lien is JUNIOR to first deeds of trust to the extent the lien is for fees and charges imposed for collection and/or attorney fees, collection costs, late fees, service charges and interest. See Subsection 2(b) of NRS 116.3116, which states in pertinent part:

2. A lien under this section is prior to all other liens and encumbrances on a unit except:
 - (b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent...

The lien is also prior to all security interests described in paragraph (b) to the extent of the assessments for common expenses...which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.

CONFIDENTIAL - Subject to Protective Order

BLAHIA000080

Subsection 2b of NRS 116.3116 clearly provides that an HOA lien "is prior to all other liens and encumbrances on a unit except: a first security interest on the unit..." But such a lien is prior to a first security interest to the extent of the assessments for common expenses which would have become due during the 9 months before institution of an action to enforce the lien.

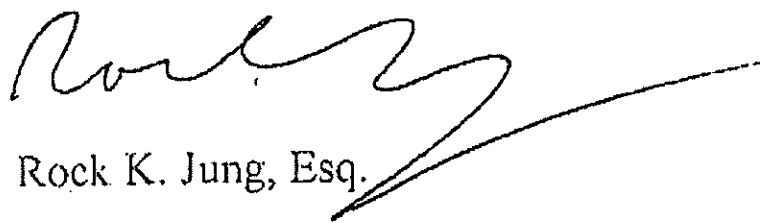
Based on Section 2(b), a portion of your HOA lien is arguably senior to BAC's first deed of trust, specifically the nine months of assessments for common expenses incurred before the date of your notice of delinquent assessment dated July 21, 2010. For purposes of calculating the nine-month period, the trigger date is the date the HOA sought to enforce its lien. It is unclear, based upon the information known to date, what amount the nine months' of common assessments pre-dating the NOD actually are. That amount, whatever it is, is the amount BAC should be required to rightfully pay to fully discharge its obligations to the HOA per NRS 116.3102 and my client hereby offers to pay that sum upon presentation of adequate proof of the same by the HOA.

Please let me know what the status of any HOA lien foreclosure sale is, if any. My client does not want these issues to become further exacerbated by a wrongful HOA sale and it is my client's goal and intent to have these issues resolved as soon as possible. Please refrain from taking further action to enforce this HOA lien until my client and the HOA have had an opportunity to speak to attempt to fully resolve all issues.

Thank you for your time and assistance with this matter. I may be reached by phone directly at (702) 942-0412. Please fax the breakdown of the HOA arrears to my attention at (702) 942-0411. I will be in touch as soon as I've reviewed the same with BAC.

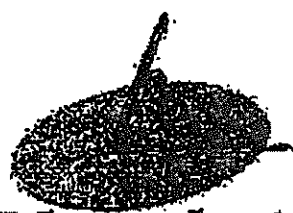
Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.

EXHIBIT 5



Absolute Collection Services, LLC

PO BOX 12117, Las Vegas, NV 89112
www.absolute-collection.com

Phone 702.531.3394
Fax 702.531.3396

CORRESPONDENCE RECEIPT

September 21, 2010

Rock Jung
Miles, Bauer, Bergstrom & Winters LLP
2200 Paseo Verde Pkwy, Ste 250
Henderson NV 89052
VIA FAX 702 369 4955

RE: Nevada Trails II CA: 7639 Turquoise Stone Ct.: MBBW File No [REDACTED]

Dear Mr. Jung:

I am in receipt of your most recent correspondence regarding a Statement of Account for the above-mentioned property. Please note that in conversations past, you had stated your clients position of paying for 9 months of assessments and no late fees, collection costs, etc., all occurring before foreclosure by your client.

I am making you aware that it is our view that without the action of foreclosure, a 9 month Statement of Account is not valid. At this time, I respectfully request that you submit the Trustees Deed Upon Sale showing your client's possession of the property and the date that it occurred. At that time, we will provide a 9 month super priority lien Statement of Account.

As discussed, any Statement of Account from us will show the entire amount owed. We intend to proceed on the above-mentioned account up to and including foreclosure. All such notifications have been and will be sent to all interested parties. We recognize your client's position as the first mortgage company as the senior lien holder. Should you provide us with a recorded Notice of Default or Notice of Sale, we will hold our action so your client may proceed.

Per our previous conversation, a Statement of Account costs \$25 and is not good for a sale/transfer of the property. If, after reviewing the information above, you would still like a Statement of Account, please email me at customerservice@absolute-collection.com or fax the above number. If you would like an actual payoff demand that is good for the sale/transfer of a property, please visit our website at www.absolute-collection.com and go to Order Documents. The upfront fee for the demand is \$150 and we take all major credit cards or you may send the funds to the above address and provide an email/fax so we may get the demand to you.

If you have further questions, please feel free to contact us.

Sincerely,

Kelly Mitchell, Collection Manager
Absolute Collection Services, LLC

PLEASE NOTE WE ARE A DEBT COLLECTOR

EXHIBIT 6

UNITED STATES BANKRUPTCY COURT District of Nevada

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 10/27/10.

You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice. Case documents may be viewed at www.nvb.uscourts.gov.

Important Notice to Individual Debtors: Debtors who are individuals must provide government-issued photo identification and proof of social security number at the meeting of creditors. Failure to do so may result in dismissal of their case.

See Additional Pages For Important Explanations and Notices

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

JOSE JR PEREZ
5612 CLOTIDLE SOUPERT CT
NORTH LAS VEGAS, NV 89081

Case Number:

10-30260-lbr

Judge: LINDA B. RIEGLE

Social Security / Individual Taxpayer ID / Employer Tax ID / Other nos:

3927

Attorney for Debtor(s) (name and address):

ANTHONY DELUCA
5830 W. FLAMINGO RD., #233
LAS VEGAS, NV 89103
Telephone number: (702) 873-5386

Bankruptcy Trustee (name and address):

BRIAN D. SHAPIRO
WWW.TRUSTEESHAPIRO.COM
411 E. BONNEVILLE AVE. #300
LAS VEGAS, NV 89101
Telephone number: (702) 386-8600

Meeting of Creditors

Date: December 6, 2010

Time: 09:30 AM

Location: 300 Las Vegas Blvd., South, Room 1500, Las Vegas, NV 89101

Presumption of Abuse under 11 U.S.C. § 707(b)

See "Presumption of Abuse" on reverse side.

The presumption of abuse does not arise.

Deadlines:

Papers must be received by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts: 2/4/11

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address:

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:

300 Las Vegas Blvd., South
Las Vegas, NV 89101
Telephone number: (702)388-6257

For the Court:

Clerk of the Bankruptcy Court:

Mary A. Schott

Mary A. Schott

Hours Open: Monday - Friday 9:00 AM - 4:00 PM

Date: 10/28/10

**EXPLANATIONS
(CONTINUED)**

B9A (Official Form 9A) (12/07)

Trustee Information	<p>The United States Trustee has appointed the herein named person as interim trustee effective the date of filing as shown on page 1 of this form. The case is covered by a trustee's blanket bond, the original of which is on file with the court.</p> <p>The trustee may abandon property of the estate that is burdensome or is of inconsequential value and benefit to the estate without further notice of abandonment, pursuant to 11 U.S.C. Section 554(a). Further notice will be provided upon request only. Any non-exempt property scheduled, but not administered at the time of closing of a case will be deemed abandoned pursuant to 11 U.S.C. Section 554(c).</p> <p>Please note that the trustee may use, sell or lease all non-exempt property of the estate which has an aggregate value of less than \$2,500 WITHOUT FURTHER NOTICE TO CREDITORS. Pursuant to Federal Bankruptcy Rule 6004(d) any objection to the sale of estate property may be filed and served by a party in interest within 25 days of the mailing of this Notice of Commencement of Case.</p>
----------------------------	--

Refer to Previous Page for Important Deadlines and Notices

EXHIBIT 7

Return to:
Attn: Kelly Mitchell
Absolute Collections Services, LLC
PO Box 12117
Las Vegas, NV 89112
(702) 531-3394

APN # 176-10-213-042
TS NO: A1263
Title Order No: 45010-10-26456G1-01
HOA: Nevada Trails II CA

Inst #: 201010280002540
Fees: \$15.00
N/C Fee: \$0.00
10/26/2010 12:26:14 PM
Receipt #: 658529
Requestor:
CAMCO
Recorded By: MJM Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF TRUSTEE'S 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 ABSOLUTE COLLECTION SERVICES, LLC AT 702-531-3394. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT 877-829-9907 OR 702-486-4480 IMMEDIATELY.

You are in default under a Notice of Delinquent Assessment LIEN, dated APRIL 12, 2010. Unless you take action to protect your property, it may be sold at public sale. If you need an explanation of the nature of the proceedings against you, you should contact a lawyer.

NOTICE IS HEREBY GIVEN THAT: On DECEMBER 7, 2010 at 4:00 PM, at the front entrance to Absolute Collection Services, LLC, 1820 E Sahara Ave #111, Las Vegas NV 89104, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on JUNE 8, 2004 as instrument number 0002308 Book 20040608 of official records of Clark County, as the duly appointed agent and pursuant to Notice of Delinquent Assessment LIEN, recorded on 4/12/10 as Document No. 0001709 in Book 20100412 of Official Records in the Office of the Recorder of Clark County, Nevada, **WILL SALE AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH**, (payable at time of sale in lawful money of the United States) all right, title and interest in the following commonly known property as:

Address: 7639 TURQUOISE STONE CT.
City, State, Zip: LAS VEGAS NV 89113

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

JOSE PEREZ, JR

The undersigned agent 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 due under said Notice of Delinquent Assessment Lien, with interest thereon, as provided in said notice, advances, if any, estimated fees, charges, and expenses of the Trustee, to-wit:


\$2,989.00 Estimated Accrued interest and additional advances, if any, will increase this figure prior to sale.

The Notice of Default and Election to Sell the described property was recorded on JULY 23, 2010 as instrument 0000868 Book 20100723 in the official records of Clark County.

PLEASE NOTE THAT WE ARE A DEBT COLLECTOR

Date: 10/28/10

Absolute Collection Service, LLC
1820 E Sahara Ave #111
Las Vegas NV 89104
702-531-3394


Richard Kaye, Trustee's Sale Officer

STATE OF NEVADA
COUNTY OF CLARK

On 10/28/10 before me, the undersigned, a Notary Public in and for said county, personally appeared, Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within Instrument and acknowledged to me that he/she 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.

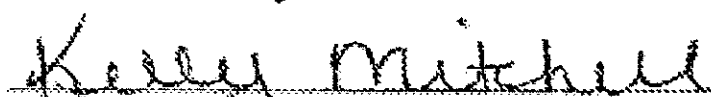

Kelly Mitchell, Notary Public



EXHIBIT 8

Return to:
Attn: Kelly Mitchell
Absolute Collections Services, LLC
PO Box 12117
Las Vegas, NV 89112
(702) 531-3394

APN # 176-10-213-042
TS NO: A1263
Title Order No: 45010-10-26456G1-01
HOA: Nevada Trails II CA

Inst #: 201102180000441
Fees: \$15.00
N/C Fee: \$0.00
02/16/2011 08:54:53 AM
Receipt #: 681328
Requestor:
CAMCO
Recorded By: SUO Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF TRUSTEE'S 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 ABSOLUTE COLLECTION SERVICES, LLC AT 702-531-3394. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT 877-829-9907 OR 702-486-4480 IMMEDIATELY.

You are in default under a Notice of Delinquent Assessment LIEN, dated APRIL 12, 2010. Unless you take action to protect your property, it may be sold at public sale. If you need an explanation of the nature of the proceedings against you, you should contact a lawyer.

NOTICE IS HEREBY GIVEN THAT: On APRIL 12, 2011 at 4:00 PM, at the front entrance to Absolute Collection Services, LLC, 1820 E Sahara Ave #111, Las Vegas NV 89104, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on JUNE 8, 2004 as instrument number 0002308 Book 20040608 of official records of Clark County, as the duly appointed agent and pursuant to Notice of Delinquent Assessment LIEN, recorded on 4/12/10 as Document No. 0001709 in Book 20100412 of Official Records in the Office of the Recorder of Clark County, Nevada, **WILL SALE AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH**, (payable at time of sale in lawful money of the United States) all right, title and interest in the following commonly known property as:

Address: 7639 TURQUOISE STONE CT.
City, State, Zip: LAS VEGAS NV 89113

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

JOSE PEREZ, JR.

The undersigned agent 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 due under said Notice of Delinquent Assessment Lien, with interest thereon, as provided in said notice, advances, if any, estimated fees, charges, and expenses of the Trustee, to-wit:

\$4,246.00 Estimated Accrued Interest and additional advances, If any, will increase this figure prior to sale.

The Notice of Default and Election to Sell the described property was recorded on JULY 23, 2010 as instrument 0000868 Book 20100723 in the official records of Clark County.

PLEASE NOTE THAT WE ARE A DEBT COLLECTOR

Date: 2/17/11

Absolute Collection Service, LLC
1820 E Sahara Ave #111
Las Vegas NV 89104
702-531-3394


Richard Kaye, Trustee's Sale Officer

STATE OF NEVADA
COUNTY OF CLARK

On 2/17/11 before me, the undersigned, a Notary Public in and for said county, personally appeared, Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within Instrument and acknowledged to me that he/she 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.



Kelly Mitchell, Notary Public



EXHIBIT 9

Inst #: 201104130000979
Fees: \$16.00 N/C Fee: \$0.00
RPTT: \$28.05 Ex: #
04/13/2011 09:15:29 AM
Receipt #: 738709
Requestor:
CAMCO
Recorded By: BJB Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 176-10-213-042

WHEN RECORDED MAIL DEED AND
TAX STATEMENTS TO:

Las Vegas Development Group, LLC
397 3rd Ave, Ste A
Chula Vista CA 91910

Title No. A1263
Account NO. 77527
TS No. 45010-10-26456G1-01

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUSTEE'S DEED UPON SALE

The undersigned declares:

- 1) The grantee herein WAS NOT the foreclosing beneficiary
- 2) The amount of the unpaid debt together with costs was \$5,200.01
- 3) The amount paid by the grantee at the trustee sale was \$5,200.01
- 4) The documentary transfer tax is \$ 28.05
- 5) City Judicial District of LAS VEGAS

And **Absolute Collection Services, LLC**, as the duly appointed Trustee under the Notice of Delinquent Assessment hereinafter described, does hereby GRANT and CONVEY, but without warranty, express or implied, to: **Las Vegas Development Group, LLC, 397 3rd Ave, Ste A, Chula Vista CA 91910**

(herein called Grantee), all of its right, title and interest in and to that certain property situated in the County of CLARK, State of NEVADA, described as follows:

7639 Turquoise Stone Ct., Las Vegas NV 89113

Legal Description-shown on the Subdivision map recorded in Book No. 122 Page(s) 85 Inclusive, of Maps of the Country of Clark, State of Nevada; See Exhibit A Attached


AGENT STATES THAT:

This conveyance is made pursuant to the powers granted to NEVADA TRAILS II CA and conferred upon appointed trustee by the provisions of the Nevada Revised Statutes, the NEVADA TRAILS II CA governing documents (CC&R's) recorded as instrument number 0002308 Book 20040608 on JUNE 8, 2004 and that certain Notice of Delinquent Assessment Lien recorded on APRIL 12, 2010 instrument number

0001709 Book 20100412 Official Records of CLARK County; and pursuant to NRS 117.070 et Seq. or NRS 116.3115 et Seq and NRS 116.3116 through 116.31168 et Seq. The name of the owner(s) of the property (trustor) was: JOSE PEREZ, JR.

Default occurred as set forth in a Notice of Default and Election to Sell, recorded on JULY 23, 2010 as instrument 0000868 Book 20100723 which was recorded in the office of the recorder of said county. Absolute Collection Services, LLC. 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 NEVADA TRAILS II CA at public auction on April 12, 2011 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 \$5,200.01 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: April 13, 2011


By Richard Kaye on behalf of Absolute Collection Services

STATE OF NEVADA)
COUNTY OF CLARK)

On 4/13/11 before me, Kelly Mitchell, personally appeared Richard Kaye personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.


Kelly Mitchell, Notary Public

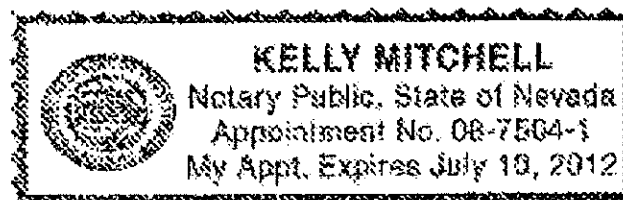


EXHIBIT "A"

LOT ONE HUNDRED THIRTY (130) OF NEVADA TRAILS NO. 22 PHASE 1, AS SHOWN BY MAP
THEREOF ON FILE IN BOOK 122 OF PLATS, PAGE 85, IN THE OFFICE OF THE COUNTY RECORDER
OF CLARK COUNTY, NEVADA.

1. Assessor Parcel Number(s)

2. Type of Property:

- FOR RECORDER'S OPTIONAL USE ONLY**

Notes:

- \$ 5200.01
()
\$ 5200.01
\$ 28.05

b. Explain Reason for Exemption:

- 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.

Capacity: Member, Grantee

Capacity: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Los Angeles Development Group LLC
Address: 397 RRD Ave Suite
City: CHULA VISTA
State: CA Zip: 91910

State: ALV Zip: 89112

BANA (PEREZ) 076¹⁴⁸

EXHIBIT 10

FIDELITY NATIONAL
RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.
AND WHEN RECORDED MAIL DOCUMENT TO:
BAC Home Loans Servicing, LP
400 National way SIMI VALLEY, CA 93065

Inst #: 201104140003342
Fees: \$14.00
N/C Fee: \$0.00
04/14/2011 01:42:46 PM
Receipt #: 740795
Requestor:
LPS DEFAULT TITLE AND CLOSI
Recorded By: AEA Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

TS No. [REDACTED]
TITLE ORDER#: 090542250
APN 176-10-213-042

CORPORATION ASSIGNMENT OF DEED OF TRUST NEVADA

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:
BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 03/16/2007,
EXECUTED BY: JOSE PEREZ JR, AN UNMARRIED MAN, TRUSTOR; TO RECONTRUST
COMPANY, N.A, TRUSTEE AND RECORDED AS INSTRUMENT NO. 0002128 ON 03/28/2007, IN
BOOK 20070328, OF OFFICIAL RECORDS IN THE COUNTY RECORDER'S OFFICE OF CLARK
COUNTY, IN THE STATE OF NEVADA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST.

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE
MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS
ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: April 12, 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

State of: TEXAS
County of: TARRANT

BY:

A J Turner
Alicia Turner

, Assistant Secretary

Alicia Turner

APR 12 2011

Elsie E. Kroussakis

On _____ before me

personally appeared _____

Asst. Sec.

know to me (or proved to me on the oath of _____ or through

F.D.D.L. to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Witness my hand and official seal.

Elsie E. Kroussakis
Notary Public's Signature

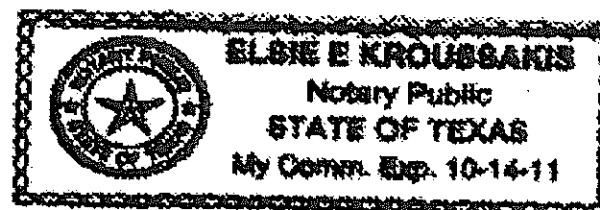


EXHIBIT 11

Inst #: 201104140003343

Fees: \$216.00

N/C Fee: \$0.00

04/14/2011 01:42:46 PM

Receipt #: 740796

Requestor:

LPS DEFAULT TITLE AND CLOSI

Recorded By: AEA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

FIDELITY NATIONAL
RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
2380 Performance Dr, TX2-984-0407
Richardson, TX 75082

NVNOD_2011.3.0.2_03/2011

TS No. 09-0109511

Title Order No. [REDACTED]

APN No. 176-10-213-042

Property Address:

7639 TURQUOISE STONE CT
LAS VEGAS, NV 89113-3275

NEVADA IMPORTANT NOTICE

NOTICE OF DEFAULT/ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: RECONTRUST COMPANY, N.A., Trustee for the Beneficiary under a Deed of Trust dated 03/16/2007, executed by JOSE PEREZ JR, AN UNMARRIED MAN as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as beneficiary recorded 03/28/2007, as Instrument No. 0002128 (or Book 20070328, Page) of Official Records in the Office of the County Recorder of Clark County, Nevada. Said obligation including ONE NOTE FOR THE ORIGINAL sum of \$456,000.00. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 11/01/2008 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES, PLUS ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY, INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEYS' FEES. IN ADDITION, THE ENTIRE PRINCIPAL AMOUNT WILL BECOME DUE ON 04/01/2037 AS A RESULT OF THE MATURITY OF THE OBLIGATION ON THAT DATE.

That by reason thereof, the present beneficiary under such deed of trust has deposited with RECONTRUST COMPANY, N.A. 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 payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed Of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring court action to assert the non existence of a default or any other defense of Trustor to acceleration and sale.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact: BAC Home Loans Servicing, LP, c/o RECONTRUST COMPANY, N.A. 2380 Performance Dr, TX2-984-0407, Richardson, TX 75082, PHONE: (800) 281-8219. Should you wish to discuss possible options for loan modification you may contact the Home Retention Division at 1-800-669-6650. If you meet the requirements of Section NRS 107.085 you may request mediation in accordance with the enclosed Election/Waiver of Mediation Form and Instructions. You may also contact the Nevada Fair Housing Center at 1-702-731-6095 or the Legal Aid Center at 1-702-386-1070 for assistance.

RECONTRUST COMPANY, N.A.

DATED: April 12, 2011

BY:

Laura Dalley 4-12-11
Laura Dalley, Authorized Signer

STATE OF TEXAS
COUNTY OF TARRANT

On APR 12 2011, before me Elsie E. Kroussakis, personally appeared Laura Dalley Authorized Signer, known to me (or proved to me on the oath of _____ or through FDOL) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL.

Elsie E. Kroussakis
Notary Public's Signature

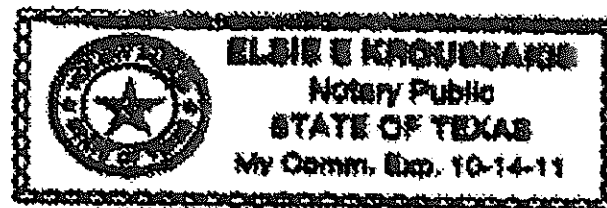


EXHIBIT 12

Return to:
Attn: Kelly Mitchell
ABSOLUTE COLLECTION SERVICES, LLC
PO Box 12117
Las Vegas, NV 89117
Phone: (702) 531-3394

Inst #: 201104200000393
Fees: \$14.00
N/C Fee: \$0.00
04/20/2011 09:09:46 AM
Receipt #: 746339
Requestor:
CAMCO
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Parcel No. 176-10-213-042
Reference # [REDACTED]

RELEASE OF LIEN

NEVADA TRAILS II CA hereby releases, rescinds and withdraws that the certain Notice of Claim - Delinquent Assessment executed by NEVADA TRAILS II CA recorded 4/12/10 as Book No. 20100412 Instrument No. 0001709 official Records of Clark County, Nevada.

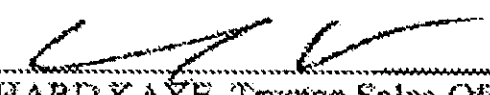
Reputed Owner(s): JOSE PEREZ, JR.

Common Address: 7639 Turquoise Stone Ct., Las Vegas NV 89113

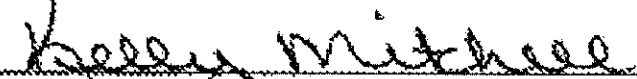
Dated: 4/19/11

State of Nevada)ss
County of Clark)ss

I, Richard Kaye, being first duly sworn, deposes and says:
That I am the authorized representative of NEVADA TRAILS II CA in the above-entitled action: that I have read the foregoing Release of Notice of Claim-Delinquent Assessment Lien and know the contents thereof, and that the same is true of my knowledge, except as to those matters therein stated on information and belief, and as to those matters, I believe them to be true.


RICHARD KAYE, Trustee Sales Officer

Subscribed and sworn to before
me this 19th DAY OF APRIL, 2011.


KELLY MITCHELL, Notary Public

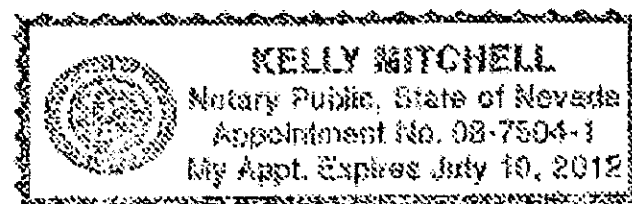


EXHIBIT 13

APN: 176-10-213-042

AIL APN:

Recording requested by:

When recorded, mail to:

ReconTrust Company, N.A.

NV Mediation Team

P.O. Box 660874

Dallas, TX 75266-0874

090842250

Inst #: 201108090003455

Fees: \$14.00

N/C Fee: \$0.00

08/09/2011 03:27:43 PM

Receipt #: 873899

Requestor:

LSI TITLE AGENCY INC.

Recorded By: KXC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

CERTIFICATE

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM

Property Owner(s):

Perez Jr., Jose

Property Address:

**7639 Turquoise Stone Ct
Las Vegas, NV 89113**

Trustee:

ReconTrust

NV Mediation Team

PO Box 660874

Dallas, TX 752660874

Deed of Trust Doc Number:

03/16/2007 0002128

Book:

20070328

Page:

- ☐ **Mediation Waived:** The Beneficiary may proceed with the foreclosure process.
- ☒ **Non-Applicable Property:** The Beneficiary may proceed with the foreclosure process.
- ☐ **No Agreement:** A Foreclosure Mediation Conference was held on N/A. 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 N/A. 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: 04-14-2011 Proof of Service Date: 04-22-2011

Certificate Issued Date: 07-27-2011

FMP CERT: 2011-07-27-0113



EXHIBIT 14

WHEN RECORDED MAIL TO:
RECONTRUST COMPANY
2380 Performance Dr, TX2-984-0407
Richardson, TX 75082

TS No. [REDACTED]
Title O [REDACTED]

APN No. 176-10-213-042

Inst #: 201108090003456
Fees: \$15.00
N/C Fee: \$0.00
08/09/2011 03:27:43 PM
Receipt #: 873899
Requestor:
LSI TITLE AGENCY INC.
Recorded By: KXC Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NEVADA NOTICE OF TRUSTEE'S SALE

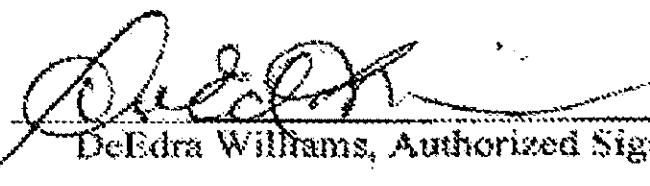
YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 03/16/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that RECONTRUST COMPANY, N.A., as duly appointed trustee pursuant to the Deed of Trust executed by JOSE PEREZ JR, AN UNMARRIED MAN, dated 03/16/2007 and recorded 03/28/2007, as Instrument No. 0002128, in Book 20070328, Page , of Official Records in the office of the County Recorder of CLARK County, State of Nevada, will sell on 08/29/2011 at 10:00 AM, at the front entrance to Nevada Legal News located at 930 S. 4TH Street, Las Vegas, NV 89101 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 as more fully described in the above referenced Deed of Trust. The street address and other common designation, if any, of the real property described above is purported to be: 7639 TURQUOISE STONE CT, LAS VEGAS, NV 89113-5275. The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The total amount of the unpaid balance with interest thereon of the obligation secured by the property to be sold plus reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$566,468.48. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

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, but 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 principal 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.

DATED: August 8, 2011
RECONTRUST COMPANY NA, Trustee
2380 Performance Dr., TX 2-985-07-03
Richardson, TX 75082
Phone/Sale Information (800)281-8219

By:  8/8/11
DeEdra Williams, Authorized Signer

RECONTRUST COMPANY NA is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

EXHIBIT 15

51

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 176-10-213-042

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

TITLE OF DOCUMENT (DO NOT Abbreviate)

TRUSTEE'S DEED UPON SALE NEVADA

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

Recording requested by:

SHUMWAY VAN & HANSEN, CHTD.

Return to:

Name EZ Properties, LLC

Address 131 Cliff Valley Drive

City/State/Zip Las Vegas, NV 89148

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.

P:\Recorder\Forms 12_2010

Inst #: 201109190002647

Fees: \$17.00 N/C Fee: \$0.00

RPTT: \$772.65 Ex: #

09/19/2011 04:05:58 PM

Receipt #: 917906

Requestor:

SHUMWAY VAN & HANSEN CHTD

Recorded By: SOL Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING REQUESTED BY:
RECONTRUST COMPANY
AND WHEN RECORDED MAIL TO:
EZ PROPERTIES, LLC, A NEVADA LIMITED LIABILITY COM
8985 S EASTERN AVE STE100

LAS VEGAS, NV 89123

Forward Tax Statements to Address listed above

TS No. 09-0109511

Title Order No. 090542250

TRUSTEE'S DEED UPON SALE NEVADA

APN# 176-10-213-042

The amount of the unpaid debt was \$ 567,553.28

The amount paid by the Grantee was \$ 151,300.00

The property is in the city of LAS VEGAS, County of CLARK

The documentary transfer tax is \$ 772.65. The Grantee herein was not the beneficiary.

RECONTRUST COMPANY, N.A., as the duly appointed Trustee, under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without covenant or warranty to: EZ PROPERTIES, LLC, A NEVADA LIMITED LIABILITY COMPANY herein called Grantee, the following described real property situated in CLARK County, Nevada:

SEE ATTACHED LEGAL DESCRIPTION

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust executed by JOSE PEREZ JR, AN UNMARRIED MAN, as Trustor, recorded on 03/28/2007, Instrument Number 0002128 (or Book 20070328, Page) Official Records in the Office of the County Recorder of CLARK County. All requirements of law regarding the recording and mailing of copies of the Notice of Default and Election to Sell, and the mailing, posting, and publication of the Notice of Trustee's Sale have been complied with. Trustee, in compliance with said Notice of Trustee's Sale and in exercise of its power under said Deed of Trust sold said real property at public auction on 08/29/2011. Grantee, being highest bidder at said sale became the purchaser of said property for the amount bid, which amount was \$ 151,300.00.

DATED: September 07, 2011

RECONTRUST COMPANY, N.A., Successor Trustee

State of: Texas
County of: Tarrant

BY: Stephanie Y. King 9-8-11
Stephanie Y. King AVP

On 9/8/11 before me R. Robinson, personally appeared
STEPHANIE Y. KING AVP know to me (or proved to me on the oath of _____) or
through DL to be the person whose name is subscribed to the foregoing instrument and
acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.
Witness my hand and official seal.

[Signature]
Notary Public's Signature

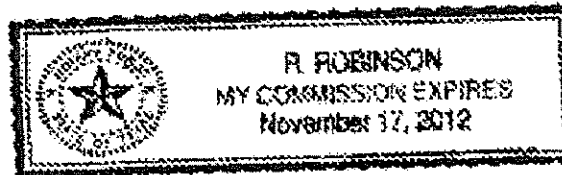


EXHIBIT A

REF. NO.: 09-0109511

LOT ONE HUNDRED THIRTY (130) OF NEVADA TRAILS NO. 22 PHASE 1, AS SHOWN BY
MAP THEREOF ON FILE IN BOOK 122 OF PLATS, PAGE 85, IN THE OFFICE OF THE
COUNTY RECORDER OF CLARK COUNTY, NEVADA.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 176-10-213-042
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property \$ 151,300.00
b. Deed in Lieu of Foreclosure Only (value of property) ()
c. Transfer Tax Value: \$ ~~772.65~~ 151,300
d. Real Property Transfer Tax Due \$ 772.65

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: _____ %

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 [Signature] Capacity GRANTOR
Signature [Signature] Capacity GRANTEE

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: RECONTRUST, N.A.
Address: 400 NATIONAL WAY
City: SIMI VALLEY
State: CALIFORNIA Zip: 93065

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: EZ PROPERTIES LLC
Address: 8985 S EASTERN AVE STE 100
City: LAS VEGAS
State: NEVADA Zip: 89123

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

Print Name: SA [Signature] Vow & [Signature] Escrow #: _____
Address: 8985 S. Eastern Ave 100
City: LV State: NV Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 16

A.P.N.: 176-10-213-042
File No: [REDACTED]
R.P.T.T.: \$1,060.80 C

Inst #: 201109300001615
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1060.80 Ex: #
09/30/2011 11:37:57 AM
Receipt #: 931669
Requestor:
FIRST AMERICAN TITLE PASEO
Recorded By: MSH Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

When Recorded Mail To: Mail Tax Statements To:
James R. Blaha
37088 SOARING EAGLE CIRCLE
WINDSOR, CO 80550

GRANT, BARGAIN and SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

EZ Properties, LLC, a Nevada Limited Liability Company

do(es) hereby *GRANT, BARGAIN and SELL* to

James R. Blaha, a married man as his sole and separate property

the real property situate in the County of Clark, State of Nevada, described as follows:

LOT ONE HUNDRED THIRTY (130) OF NEVADA TRAILS NO. 22 PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 122 OF PLATS, PAGE 85, AND AS AMENDED BY THAT CERTIFICATE OF AMENDMENT RECORDED APRIL 19, 2005, IN BOOK 20050419 AS INSTRUMENT NO. 00403 AND RECORDED DECEMBER 28, 2006 IN BOOK 20061228 AS INSTRUMENT NO. 06038 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPT ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED, IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 OR MORE FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT SURFACE OF THE GROUND.

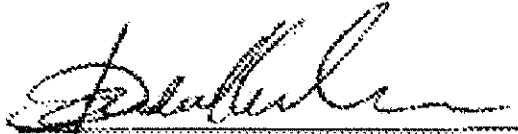
Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

TOGETHER with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Date: 09/21/2011

EZ Properties LLC

 , MANAGER

By: Daniel K Kovachev, Managing
Member

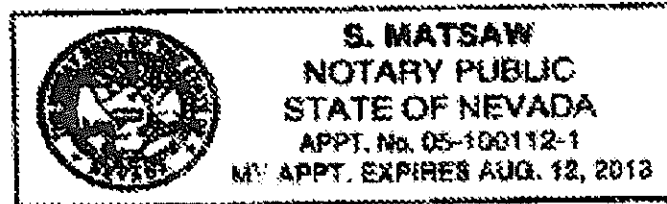
STATE OF NEVADA)
 : ss.
COUNTY OF CLARK)

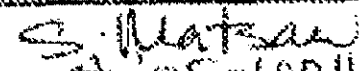
This instrument was acknowledged before me on

9/26/2011 by
EZ Properties LLC.



Notary Public
(My commission expires: 8/12/2013)




A: 05-100112-1
EXP: 8/12/2013

This Notary Acknowledgement is attached to that certain Grant, Bargain Sale Deed dated
09/23/2011 under Escrow No. 107-2414214

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 176-10-213-042
b) _____
c) _____
d) _____

2. Type of Property

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

FOR RECORDERS OPTIONAL USE

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. a) Total Value/Sales Price of Property: \$208,000.00
b) Deed in Lieu of Foreclosure Only (value of \$ _____)
c) Transfer Tax Value: \$208,000.00
d) Real Property Transfer Tax Due \$1,060.80

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per 375.090, Section: 0
b. Explain reason for exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature: [Signature]
Signature: _____

Capacity: Agent
Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: EZ Properties, LLC
Address: 131 Cliff Valley Drive
City: Las Vegas
State: NV Zip: 89148

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: James R. Blaha
Address: 37088 SOARING EAGLE
City: CIRCLE
State: CO Zip: 80550

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

First American Title Insurance
Print Name: Company
Address: 8311 West Sunset Road, Suite 150
City: Las Vegas

File Number: 107-2414214 klm/sm
State: NV Zip: 89113

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)