

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Electronically Filed
May 15 2017 08:32 a.m.
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 3

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[illegible]

EXHIBIT 17

Inst #: 201112300003312
Fees: \$40.00
N/C Fee: \$0.00
12/30/2011 02:33:56 PM
Receipt #: 1023285
Requestor:
FIRST AMERICAN TITLE PASEO
Recorded By: MSH Pgs: 24
DEBBIE CONWAY
CLARK COUNTY RECORDER

After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-531-1

MAIL TAX STATEMENT TO: JAMES R. BLAHA
7639 TURQUOISE STONE CT
LAS VEGAS, NV 89113-3275

APN #: 176-10-213-042

----- [Space Above This Line For Recording Data] -----
V5 WBCD LOAN # 503369019

DEED OF TRUST

MIN [REDACTED]

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated DECEMBER 28, 2011, together with all Riders to this document.

(B) "Borrower" is JAMES R BLAHA, A MARRIED MAN SOLE AND SEPARATE.

Borrower is the trustor under this Security Instrument.

Initials: [REDACTED]

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01
Online Documents, Inc

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RECEIVED 0812
[REDACTED]

(C) "Lender" is FCH FUNDING INC.

Lender is a CORPORATION,
under the laws of UTAH.
7830 W SAHARA AVE, LAS VEGAS, NV 89117.

organized and existing
Lender's address is

(D) "Trustee" is ADELITA A. SHUBERT.

(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 **DECEMBER 28, 2011**. The Note states that Borrower owes Lender ***ONE HUNDRED SIXTY TWO THOUSAND AND NO/100** ***** Dollars (U.S. **\$162,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 1, 2042**.

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

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

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

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

(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.

Initials: JPB

V5 WBCD LOAN # [REDACTED]

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY

(Type of Recording Jurisdiction) of CLARK

(Name of Recording Jurisdiction);

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

APN #: 176-10-213-042

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.

Initials: JPR

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01

Online Documents, Inc.

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NVEDEDL 0912

12-27-2011 12:26

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

Initials: *[Signature]*

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner

Initials: [Signature]

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

Initials: 

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

Initials: [Signature]

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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 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

Initials: [Signature]

provided 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

Initials: [Signature]

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 16, 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

Initials: [Signature]

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

Initials: [Signature]

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

Initials: [Signature]

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 Lenders' 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. \$/A.

Initials: JB

V5 WBCD LOAN #

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.

James R. Blaha (Seal)
JAMES R. BLAHA

State of ~~NEVADA~~ Colorado
County of ~~CLARK~~ Weld

This instrument was acknowledged before me on 29th December, 2011 (date)
by James R. Blaha

(name(s) of person(s)).

(Seal, if any)

**MARY D. ROBINS
NOTARY PUBLIC
STATE OF COLORADO**

MY COMMISSION EXPIRES 12-22-2014

Mary D. Robins
(Signature of notarial officer)

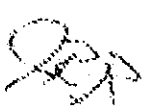
Title (and rank): Notary Public

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Clark, State of Nevada and is 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.



V5 WBCI
MIN: 1

PLANNED UNIT DEVELOPMENT RIDER

CASE 1:

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 28TH day of DECEMBER, 2011 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 FCH FUNDING INC, A UTAH CORPORATION

(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.

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 COVENANTS, CONDITIONS AND RESTRICTIONS

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

(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

Initials: [Signature]

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

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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 ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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

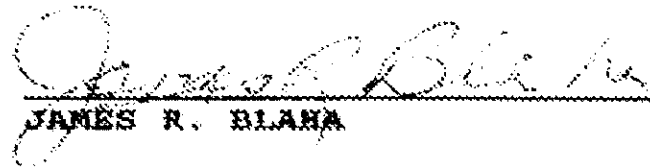
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial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

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

Initials: 

V5 WBCD LOAN

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

 (Seal)
JAMES R. BANA

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

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V5 WBCD LOAN # [REDACTED]
MIN: 100052550336901987

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In The Wall Street Journal)-Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 28TH day of DECEMBER, 2011, 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 Fixed/Adjustable Rate Note (the "Note") to FCH FUNDING INC, A UTAH CORPORATION

(**"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.

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 3.125%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the 1ST day of JANUARY, 2017, and the adjustable interest rate I will pay may change on that day every 12TH month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae Uniform Instrument
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Street Journal. The most recent Index figure available as of the date 45 days before each 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.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-FOURTH** percentage point(s) (**2.250%**) 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%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **8.125%** or less than **2.250%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000%**) from the rate of interest I have been paying for the preceding **12** month(s). My interest rate will never be greater than **8.125%** which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall 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.

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be 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 also may 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

V5 WBCD LOAN # [REDACTED]

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 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.

 12/29/11
JAMES R. BLAHA Date

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-WSJ One-Year LIBOR-Single Family-Fannie Mae Uniform Instrument

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V5 WBCE LOAN # [REDACTED]
WIN: [REDACTED]

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this 28TH day of DECEMBER, 2011 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," whether there are one or more persons undersigned) to secure Borrower's Note to FCM FUNDING INC, A UTAH CORPORATION

(the "Lender")
of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: 7639 TURQUOISE STONE CT, LAS VEGAS, NV 89113-3275.

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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 second home.

Initials: JPB

MULTISTATE SECOND HOME RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3090 1/01

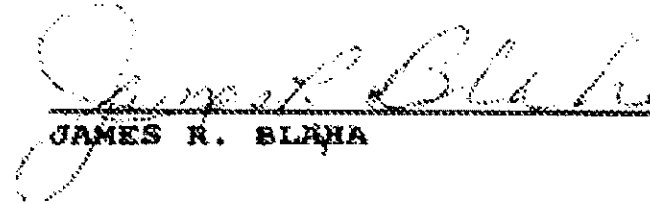
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V5 WBCD LOAN # [REDACTED]

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



JAMES R. BLAHA (Seal)

MULTISTATE SECOND HOME RIDER—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3890 1/01

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EXHIBIT 18

Michele W. Shafe, Assessor

PARCEL OWNERSHIP HISTORY

[Assessor Map](#)
[Aerial View](#)
[Comment Codes](#)
[Current Ownership](#)

ASSESSOR DESCRIPTION

NEVADA TRAILS #22 PHASE 1 PLAT BOOK 122 PAGE 85 LOT 130

CURRENT PARCEL NO.	CURRENT OWNER	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST	EST SIZE
176-10-213-042	BLAHA JAMES R		20110930:01615	9/30/2011	NS	635	.19 AC

PARCEL NO.	PRIOR OWNER(S)	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST	EST SIZE	
176-10-213-042	E Z PROPERTIES L L C		20110919:02647	09/19/2011	NS	635	SUBDIVIDED LOT	
176-10-213-042	LAS VEGAS DEVELOPMENT GROUP LLC		20110413:00979	04/13/2011	NS	635	SUBDIVIDED LOT	
176-10-213-042	PEREZ JOSE JR		20060323:05641	03/23/2006	NS	635	SUBDIVIDED LOT	
176-10-213-042	PARDEE HOMES NEVADA		20020308:01983	03/08/2002	NS	635	SUBDIVIDED LOT	
176-10-201-038	PARDEE HOMES NEVADA		20020308:01983	03/08/2002	NS	635	12.19 AC	A-200612
176-10-201-029	PARDEE HOMES NEVADA		20020308:01983	03/08/2002	NS	635	12.98 AC	
176-10-201-029	PARDEE CONSTRUCTION COMPANY NV		20010816:00975	08/16/2001	NS	635	12.98 AC	C-200106
176-10-201-029	WEBB DEL CONSERVATION HOLDING		19991015:01121	10/15/1999	NS	635	12.98 AC	
176-10-201-015	WEBB DEL CONSERVATION HOLDING		19991015:01121	10/15/1999	NS	635	13.37 AC	1.63A TC 2000122
176-10-201-015	USA		9999:9999999	11/11/1111	NS	635	15.00 AC	
360-650-001	USA		9999:9999999	11/11/1111	NS	635	113.63 AC	1.37A TC
360-650-001	USA		9999:9999999	11/11/1111		630	115.00 AC	
360-650-001	USA					630	115.00 AC	INITIAL

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

NOTE: THIS RECORD IS FOR ASSESSMENT USE ONLY. NO LIABILITY IS ASSUMED
AS TO THE ACCURACY OF THE DATA DELINEATED HEREON.

EXHIBIT 19

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3
4 LAS VEGAS DEVELOPMENT GROUP,)
5 LLC, a Nevada limited)
6 liability company,)
7 Plaintiff,)
8 v.) CASE NO. A-15-715532-C
9) DEPT. NO. XXX
10 JAMES R. BLAHA, an)
11 individual; BANK OF AMERICA,)
12 N.A., a National Banking)
13 Association, as successor by)
14 merger to BAC HOME LOANS)
15 SERVICING, LP; RECONTRUST)
16 COMPANY A, a Texas)
17 corporation; JOSE PEREZ, JR.,)
18 an individual; EZ PROPERTIES,)
19 LLC, a Nevada limited)
20 liability company; K&L BAXTER)
21 FAMILY LIMITED PARTNERSHIP, a)
22 Nevada limited partnership;)
23 FCH FUNDING, INC., an unknown)
24 corporate entity; DOE)
25 individuals I through XX; and)
ROE CORPORATIONS I through)
XX,)
Defendants.)
_____)

Reported By Kele R. Smith, NV CCR No. 672, CA CSR No. 13405
LST Job No. 1-298470

1 VIDEOTAPED DEPOSITION OF JON LESLIE JENTZ,
2 taken at 400 South Rampart Boulevard, Suite 400, Las
3 Vegas, Nevada, on Tuesday, April 19, 2016, at 1:34 p.m.,
4 before Kele R. Smith, Certified Court Reporter, in and
5 for the State of Nevada.

6

7 APPEARANCES:

8 For the Plaintiff:

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14 (702) 254-7775

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24 For the Defendant Bank of America:

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5 The Videographer:

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Suite 300
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9 tholloway@litigationervices.com

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1 BY MR. MAURICE:

2 Q. How many houses does Las Vegas Development Group
3 own in Washoe County?

4 A. Probably 80.

5 Q. So if I were to just use 200 as a round number,
6 would that sound about right for the number of houses
7 that Las Vegas Development Group owns in Nevada?

8 A. Probably, yes.

9 Q. Would it be accurate to state that all 200 of
10 those properties at some point went through an HOA
11 foreclosure sale?

12 A. Yes.

13 Q. When you and your ex-son-in-law first started
14 purchasing these properties through HOA foreclosure
15 sales, what did you think was going to happen with
16 regard to the primary mortgages, the purchase money
17 mortgages that were secured by those properties?

18 A. Well, we felt they were wiped out.

19 Q. And why did you feel that they were wiped out?

20 A. My son-in-law did primarily the research and said
21 hey, this -- they are wiped out and -- but we also knew
22 that we were fighting big banks. A lot of money, a
23 little guy.

24 Q. Right.

25 A. And so...

1 HOA houses. It was in the early time. I think it was
2 2011 or 2012 when this occurred.

3 Q. So if I understand what you're saying is that in
4 your review of the records that were provided to you
5 back during this time frame by Mr. Rodriguez, you don't
6 see anything that shows expenditures being made to
7 improve this property. Correct?

8 A. Yes, yes.

9 Q. But because of what you know about Mr. Rodriguez,
10 you don't know if that means that in fact no money was
11 spent to improve this property or if Mr. Rodriguez was
12 just cooking the books, so to speak?

13 A. Well, he didn't give me any books, so he didn't
14 have to cook the books.

15 Q. Okay. Okay. But so as you sit here today, would
16 it be accurate to state that you have no evidence that
17 indicates to you that Las Vegas Development Group spent
18 any money to improve this property after acquiring it in
19 April of 2011?

20 A. No.

21 Q. Is that a correct statement?

22 A. I have no showing of -- other than paying HOA
23 dues and -- I have no record of showing that we either
24 fixed it up or collected rent.

25 Q. That was going to be my next thing. I have been

1 focusing simply on Las Vegas Development Group putting
2 money into this property. Sounds like we're on the same
3 page with respect to that. In other words, you don't
4 have any evidence that Las Vegas Development Group paid
5 money for new appliances or paint or carpet or those
6 kind of things. Correct?

7 A. No.

8 Q. And now we go to kind of the other aspect of
9 this, which is you also don't have any records that
10 indicate that any rent was received from any tenant with
11 respect to this property. Correct?

12 A. Right.

13 Q. So it's possible that Mr. Rodriguez didn't put
14 any money into this property on behalf of Las Vegas
15 Development Group to improve it and never rented it out.
16 It's possible?

17 A. Possible.

18 MR. CROTEAU: Objection. Improper
19 hypothetical.

20 BY MR. MAURICE:

21 Q. When Las Vegas Development Group acquired its
22 interest in this property in April of 2011, did it have
23 to take any steps to evict anybody living in the
24 property at that time?

25 A. My understanding from Charlie -- again, I wasn't

1 BY MR. MAURICE:

2 Q. Was there any kind of multiplier that you used to
3 determine what you would accept and what you wouldn't
4 accept? For example, in this case, the purchase price
5 is \$5,200 and a penny. Is there any number that you
6 would tell Mr. Schmidt, "Hey, if the bank is willing to
7 pay us five times that, let's just get out of dodge and
8 sell to these guys and not deal with it"?

9 A. At that stage, if they would make us an offer
10 that were making double our money, we probably would
11 move on.

12 Q. Okay. So back in this 2011, 2012 time frame,
13 because of all the issues that are existing with regard
14 to the clouds on title, if a deal could be put together
15 with the lender that doubled your money, you'd consider
16 it, meaning Las Vegas Development Group would consider
17 it?

18 A. I would say 2010, 2011. 2012, we started getting
19 into not really wanting to sell. In the early stages,
20 yes, if we could make a quick dollar, we moved on.

21 Q. Okay. The second scenario you described was
22 negotiate with them. What did that mean, if Las Vegas
23 Development Group could negotiate something with the
24 lender?

25 A. Well, I mean, we were saying, "Hey, we got this.

1 interest held by Las Vegas Development Group. Correct?

2 A. I believe so. I am not sure.

3 Q. Any reason why there wasn't a fourth option,
4 which was just to allow the foreclosure to occur and
5 then after the foreclosure had occurred by the bank,
6 then sue and try to unwind the transaction?

7 A. Well, at the early stage we really looked at the
8 huge cost of litigation and didn't know where we stand.
9 I mean, we felt we were right but we didn't know where
10 the answer was going to be, and it was a big giant we
11 were fighting and we weren't deciding which way we were
12 going. What we tried at first -- the first thing is
13 let's see if we can get them to either stop or buy us
14 out and move on, and the last thing was just let it go.
15 I mean, at some point litigation costs got so expensive
16 that we, at that stage, walked away from it.

17 Q. So I guess I should add a fourth category. We
18 have sell your interest. Try and negotiate with the
19 bank. Which sounds like if it was Chase, that had a
20 chance. The third would be litigation to stop the
21 foreclosure before it occurred. The fourth would be, it
22 sounds like, based on a cost/benefit analysis to just
23 let the property go?

24 A. Yes.

25 Q. In terms of lenders, were there certain lenders

1 BY MR. MAURICE:

2 Q. This was all back in 2011.

3 A. I would say, I mean, this property particularly
4 could have had fix-up costs that were there. I mean, it
5 could be total costs. But yeah.

6 Q. Right.

7 A. I mean, looking at how much we had invested at
8 the time and...

9 Q. But in this 2011 time frame -- not thinking about
10 this property specifically, but in this 2011 time frame,
11 the decision to not contest a foreclosure by a primary
12 lender sounds like it had a lot to do with how much it
13 was going to cost to fight that foreclosure. Is that
14 correct?

15 A. Money was the factor, I would say, primarily. I
16 mean, I guess if I'm looking at here I had to spend 15
17 grand to fix up a house to get it to rent and I could
18 buy another one for 5 and you guys were foreclosing on
19 me and the total cost said let me take a different one.

20 Q. Right. Why spend -- to summarize what you just
21 said, why spend 20,000 in legal fees fighting over a
22 house we just bought for \$5,000 when we could use that
23 20,000 to go out and buy 5 more houses -- pardon me --
24 four more houses. Correct?

25 A. Yes.

1 specific -- back in 2011, at any point did Las Vegas
2 Development Group make an offer to Bank of America to
3 convey Las Vegas Development Group's interest in the
4 property that is the subject of this litigation to Bank
5 of America?

6 A. I don't think so.

7 Q. Back in 2011, did Las Vegas Development Group
8 take any steps to try to enjoin Bank of America and stop
9 Bank of America from foreclosing upon its Deed of Trust?

10 A. I don't recall.

11 Q. Why did Las Vegas Development Group not take any
12 steps back in 2011 to stop Bank of America's foreclosure
13 on its Deed of Trust?

14 A. I don't know.

15 MR. CROTEAU: Objection. Calls for
16 attorney/client privilege potentially and calls for a
17 legal conclusion.

18 Go ahead.

19 A. Yeah. I don't -- I don't recall anything about
20 it.

21 BY MR. MAURICE:

22 Q. Okay. After the foreclosure which occurs in, I
23 believe, August of 2011 -- that's Bank of America's
24 foreclosure -- did Las Vegas Development Group instigate
25 litigation seeking to set aside that foreclosure in 2011

1 or 2012?

2 A. I don't know.

3 Q. I can tell you we've looked at the court records
4 and haven't found anything that indicates that Las Vegas
5 Development Group sued Bank of America in 2011 or 2012,
6 trying to set the foreclosure aside.

7 A. Okay.

8 Q. Why is it that Las Vegas Development Group did
9 not sue Bank of America back in late 2011 or early 2012,
10 seeking to set that foreclosure aside?

11 MR. CROTEAU: Objection. Calls for
12 attorney/client privilege.

13 A. I'm not sure.

14 BY MR. MAURICE:

15 Q. I guess I should go a little further on that. We
16 did find in doing that research that Las Vegas
17 Development Group was in all sorts of litigation in 2012
18 with a number of banks with respect to various
19 properties that it had purchased through HOA foreclosure
20 sales. You're aware of that. Correct?

21 A. Yes. I'm not sure whether we did any litigation
22 in 2011.

23 Q. Right. I didn't find -- it looked to us like
24 2012 -- I think March of 2012 was really where Las Vegas
25 Development Group began fighting with the lender, so to

1 transactions with respect to this property going back to
2 Bank of America's foreclosure in August of 2011.

3 Correct?

4 A. Yes. My intent is that Bank of America had no
5 right to foreclose and whatever they did from there, it
6 would go back that we are still the owners.

7 Q. Other -- go ahead.

8 A. And we never approved sale of the property.

9 Q. Other than the Complaint that you filed -- strike
10 that.

11 Other than the Complaint that Las Vegas
12 Development Group filed in this case, can you think of
13 any other legal action filed by Las Vegas Development
14 Group seeking to invalidate that Bank of America
15 foreclosure back in August of 2011?

16 A. I don't know.

17 Q. Well, I'm asking if you can think of anything.

18 A. I have nothing that comes to recollection, no.

19 Q. So as you sit here today, you cannot think of any
20 other legal action taken by Las Vegas Development Group
21 seeking to invalidate the foreclosure by Bank of America
22 in August of 2011, other than the Complaint that forms
23 the basis for this litigation. Is that correct?

24 A. I don't -- recollection today I don't, but you
25 said there's no lawsuits.

1 Q. Well, you've got a lawsuit of lawsuits. Las
2 Vegas Development Group has a lot of lawsuit. I've seen
3 those. One of those lawsuits is the lawsuit that we're
4 here for today. You understand that. Correct?

5 A. Yes.

6 Q. Okay. This lawsuit was initiated in March of
7 2015.

8 Do you understand that?

9 A. Yes.

10 Q. Okay. What I'm asking you is: As you sit here
11 today, can you think of any other legal action initiated
12 by Las Vegas Development Group seeking to set aside the
13 August of 2011 foreclosure by Bank of America with
14 respect to the property that forms the basis for this
15 litigation?

16 A. I don't recall.

17 Q. So as you sit here today, you cannot think of
18 any?

19 A. I'm not -- I don't recall, no.

20 Q. Okay. When I ask you a question, can you think
21 of any -- the way I'm phrasing the question is you
22 cannot think of any. Is it accurate to state that as
23 you sit here today you cannot think of any legal action
24 other than the Complaint that forms the basis for this
25 case that was initiated by Las Vegas Development Group

1 seeking to invalidate the August of 2011 foreclosure
2 with respect to the property that is the subject of this
3 litigation. Is that correct?

4 A. As I sit here, I do not recall filing any legal
5 action against Bank of America that I sued before.

6 (Exhibit 2 was marked.)

7 BY MR. MAURICE:

8 Q. Mr. Jentz, you've just been handed a document
9 marked for identification as Exhibit 2. This is the
10 Corporation Grant, Bargain & Sale Deed that was issued
11 by Pardee Homes of Nevada in favor of Jose Perez,
12 Junior, and looks like it was recorded on March 23rd of
13 2006. Do you see that on the recording stamp?

14 A. Yep.

15 Q. Do you know who Mr. Perez, Junior, is in relation
16 to this case?

17 A. I probably know who he is from the records, yes.

18 Q. Right. You understand that he was the owner of
19 the property prior to the HOA foreclosure sale by which
20 Las Vegas Development Group took title of the property.
21 Do you recall that?

22 A. I don't recall that, but I see it right here.

23 Q. Okay. Well, you recognize the address in the
24 upper left-hand corner as the 7639 Turquoise Stone
25 Court, Las Vegas, Nevada 89113? You recognize that as

1 California, but I can't remember.

2 Q. Was it an attorney that you had used previously
3 in California on -- in relation to some of your
4 investments out there?

5 A. No, no. It was an attorney in knew my property
6 manager.

7 Q. Mr. Rodriguez?

8 A. Okay. Came from him.

9 Q. So it sounds like in this 2011 time frame Las
10 Vegas Development Group had legal counsel, but at that
11 stage the response by that legal counsel took the form
12 of letter writing and phone calls as opposed to
13 lawsuits. Would that be correct?

14 A. I'm not sure of the time frame, but yes, that was
15 our -- we had a time frame in there that we did use an
16 attorney that did no lawsuits but letters back and
17 forth.

18 Q. Well, we know by March of 2012 lawsuits are
19 starting to be filed.

20 Do you understand that?

21 A. Yes.

22 Q. Okay. So clearly by March of 2012, Las Vegas
23 Development Group is represented by legal counsel in
24 Nevada and is actively defending its interests in
25 properties. Would you agree with that?

1 A. I believe so, yes.

2 Q. So how many months or years prior to March of
3 2012 do you believe would have been this time frame
4 where Las Vegas Development Group was represented by
5 California legal counsel, who was using letters and tell
6 phone calls to try to defend Las Vegas Development
7 Group's interests but not lawsuits?

8 A. It's going to be a guess. I can't give you a
9 good answer.

10 Q. Can you give me an estimate?

11 A. I'll tell you a year.

12 MR. CROTEAU: Objection.

13 BY MR. MAURICE:

14 Q. A year. Okay. So that would take you to about
15 March of 2011. Correct?

16 A. Maybe. That's not a hard number. I'm --

17 Q. I understand you're thinking back four years and
18 you're giving me -- four or five years and giving me
19 your best estimate. Fair enough?

20 A. That's an estimate, yes.

21 (Exhibit 23 was marked.)

22 BY MR. MAURICE:

23 Q. Mr. Jentz, you've just been handed a document
24 marked for identification as Exhibit 23. It's entitled
25 "Release of Lien," and it was recorded April 20th, 2011.

1 Q. Okay. Did Las Vegas Development Group take any
2 steps to stop the sale as noticed in Exhibit 24?

3 A. I don't know.

4 Q. Would you at least agree with me that Las Vegas
5 Development Group did not initiate litigation to enjoin
6 Bank of America from carrying out the sale on August
7 29th, 2011?

8 A. I don't know. But you've got the documents if
9 they did file something. You said there's nothing
10 filed.

11 Q. I haven't seen anything. I'm curious if you have
12 seen something that I haven't.

13 A. Nothing that I know of.

14 (Exhibit 25 was marked.)

15 BY MR. MAURICE:

16 Q. Mr. Jentz, you've just been handed a document
17 marked for identification as Exhibit 25. It's entitled
18 "Trustee's Deed Upon Sale Nevada" and it was recorded
19 September 19th, 2011. Do you see that?

20 A. Yes.

21 Q. So you understand that's a little more than a
22 month after the Notice of Sale that we just looked at as
23 Exhibit 24?

24 A. Right.

25 Q. If you turn to the second page of Exhibit 25, see

1 A. Yes.

2 Q. Okay. Other than the initiation of this
3 litigation in March of 2015, did Las Vegas Development
4 Group take any steps to prevent this conveyance back in
5 September of 2011?

6 A. I don't know.

7 Q. And is that because you can't think of any or
8 you're not familiar with what your attorney in
9 California was doing on behalf of Las Vegas Development
10 Group?

11 A. I don't know what happened back then.

12 Q. But in terms of litigation -- in other words,
13 beyond telephone calls and letter writing, you're not
14 aware of any other litigation other than the Complaint
15 that forms the basis for this case that was filed by Las
16 Vegas Development Group seeking to prevent or unwind the
17 conveyance that is documented by Exhibit 25. Correct?

18 A. I don't know of any other litigation. I don't
19 remember. And you said there's nothing filed so...

20 (Exhibit 26 was marked.)

21 BY MR. MAURICE:

22 Q. Mr. Jentz, you've just been handed a document
23 entitled "Short Form Deed of Trust and Assignment of
24 Rents." It was recorded December 19th, 2011. Do you
25 see that?

1 owns the property free and clear of all encumbrances.

2 Correct?

3 A. Yes.

4 Q. Okay. Other than -- well, strike that. Let's
5 just do it this way.

6 Did Las Vegas Development Group take any action
7 prior to September 19th, 2011 to prevent K&L Baxter
8 Family Limited Partnership from securing its \$121,040
9 loan to EZ Properties with the property?

10 A. I don't know of any.

11 Q. And other than this litigation, can you think of
12 any legal action that Las Vegas Development Group has
13 taken to obtain a declaration that the loan by K&L
14 Baxter Limited Family Partnership is not secured by the
15 property?

16 MR. CROTEAU: Asked and answered numerous
17 times.

18 A. I -- as far as we consider, we own this property
19 free and clear.

20 BY MR. MAURICE:

21 Q. Right. But I'm not asking that. I'm saying
22 other than this legal action, can you think of any other
23 legal action taken by Las Vegas Development Group to
24 invalidate the loan made by K&L Baxter Family Limited
25 Partnership?

1 A. I don't know of any at this time.

2 (Exhibit 27 was marked.)

3 BY MR. MAURICE:

4 Q. Mr. Jentz, you've been handed a document entitled
5 "Grant, Bargain & Sale Deed" and you'll see it was
6 recorded on September 30th, 2011. Do you see that?

7 A. Yeah. Okay.

8 Q. And do you see that this document conveys the
9 property from EZ Properties, LLC to my client, James
10 Blaha? Do you see that?

11 A. Okay.

12 Q. First question is: When did Las Vegas
13 Development Group learn that EZ Properties had conveyed
14 the property to James Blaha?

15 A. I don't know.

16 Q. Well, we know you filed this lawsuit March 20th
17 of 2015. So safe to state that by March 20th of 2015,
18 Las Vegas Development Group was aware that my client had
19 taken title of the property from EZ Properties, LLC.
20 Fair enough?

21 A. Yes.

22 Q. Okay. But the conveyance to my client occurred
23 back in 2011. Do you see that?

24 A. Yes.

25 Q. Do you have any recollection of when specifically

1 Las Vegas Development Group learned that my client had
2 taken title to the property?

3 A. No.

4 Q. Do you know if it would have been in -- sometime
5 in 2011, the last three months of 2011?

6 A. I don't know.

7 Q. What about 2012 when Las Vegas Development Group
8 gets legal counsel in Nevada and starts fighting with
9 the lenders with regard to properties that are being, at
10 that time, foreclosed upon by those lenders?

11 A. I don't know.

12 Q. What about 2013? Any idea if you learned about
13 Mr. Blaha's acquisition of the property in 2013?

14 A. No.

15 Q. And 2014?

16 A. No. I don't know.

17 Q. So really just no idea whatsoever as to when Las
18 Vegas Development Group learned about Mr. Blaha's
19 acquisition of an interest in the property?

20 A. No.

21 Q. You understand that this conveyance is one of the
22 conveyances that Las Vegas Development Group seeks to
23 set aside through this litigation?

24 A. Yes. We feel that -- yes.

25 Q. Prior to September 30th, 2011, did Las Vegas

1 Development Group take any action to prevent Mr. Blaha
2 from taking title to the property from EZ Properties?

3 A. I don't know of any.

4 Q. Okay. Within, let's say, a year afterwards,
5 let's go to --

6 MR. CROTEAU: Asked and answered.

7 BY MR. MAURICE:

8 Q. -- September of 2012, did Las Vegas Development
9 Group take any action to have this conveyance to
10 Mr. Blaha from EZ Properties set aside?

11 A. I don't know.

12 MR. CROTEAU: Asked and answered probably 30
13 times.

14 (Exhibit 28 was marked.)

15 BY MR. MAURICE:

16 Q. Mr. Jentz, you've just been handed a document
17 marked for identification as Exhibit 28. It's entitled
18 "Deed of Trust" and it was recorded December 30th of
19 2011. Do you see that?

20 A. Yes.

21 Q. You understand it's about three months after
22 Mr. Blaha acquired his interest in the property through
23 the Grant, Bargain & Sale Deed that we looked at as
24 Exhibit 27?

25 A. Yes.

1 seeks to set aside in this litigation?

2 A. This appears to be a trust deed that was recorded
3 against this property that they were not the owners of.
4 I was the owner of.

5 Q. So it is Las Vegas Development Group's position
6 that this loan is in fact not secured by the property.
7 Correct?

8 A. Yes.

9 Q. Okay. Did Las Vegas Development Group take any
10 steps prior to December 30th, 2011 to prevent Mr. Blaha
11 from securing a \$162,000 loan with this property?

12 A. I don't think so.

13 Q. And then, let's just say, within a year, did Las
14 Vegas Development Group take any action between December
15 30th of 2011 and December 30th of 2012 to have a court
16 invalidate this loan?

17 A. Not that I know of.

18 (Exhibit 29 was marked.)

19 BY MR. MAURICE:

20 Q. Mr. Jentz, you've just been handed a document
21 marked for identification as Exhibit 29. It's actually
22 three different documents related to an Email. The
23 first is a photo of an invoice to Mr. Blaha dated
24 November 1st, 2013 for \$100 for association fees. Do
25 you see that?

1 A. Yes.

2 Q. Do you know when it is Las Vegas Development
3 Group stopped paying association fees in connection with
4 the property?

5 A. We sent you some documents. I don't know what
6 they were.

7 Q. And that were -- those were the QuickBooks
8 printouts that were sent. Correct?

9 A. Yes.

10 Q. Okay. Does August 22nd of 2011 sound about right
11 in terms of the last payments that was made by Las Vegas
12 Development Group to Nevada Trails II for association
13 fees?

14 A. I don't know. You've got the records that show
15 when it was.

16 Q. Right. I'm just asking if that sounds about
17 right.

18 A. I don't know. If that's what the book says,
19 that's probably right.

20 Q. Well, here. Let me slide this to you. I think
21 that's the document you're talking about reviewing.

22 A. Yes.

23 Q. Okay. And can you see when the last time Las
24 Vegas Development Group shows association fees having
25 been paid to Nevada Trails?

1 A. Shows 8/22/2011.

2 Q. And you understand that's about -- well, that's
3 the month of the foreclosure by Bank of America.
4 Correct?

5 A. Sounds right.

6 Q. If you turn to the second page of Exhibit 29, you
7 see Nevada Trails II Community Association is sending a
8 hearing notice to Mr. Blaha at the address of the
9 property. Do you see that?

10 A. Yes.

11 Q. Do you know when the last time was that Nevada
12 Trails II Community Association communicated with Las
13 Vegas Development Group regarding the property?

14 A. No, I don't.

15 Q. The last page of Exhibit 29 has an Email
16 exchange. If you look at the bottom, you see an Email
17 from Mr. Blaha to Alicia Stample regarding the
18 architectural review committee review request for Santa
19 Fe Board HOA. Do you see that?

20 A. Okay.

21 Q. Do you know if Las Vegas Development Group
22 received any correspondence after November of 2013 from
23 the association regarding any kind of compliance issues
24 with respect to the property?

25 A. No, I don't.

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

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

9 (Exhibit 30 was marked.)

10 BY MR. MAURICE:

11 Q. Mr. Jentz, you've just been handed a document
12 marked for identification as Exhibit 30. Do you
13 recognize this document?

14 A. Yes, I do.

15 Q. What is it?

16 A. It's our Complaint to give us back our property.

17 Q. That's the Complaint that's filed in this case.
18 Correct?

19 A. I believe so.

20 Q. And you understand from the recording stamp in
21 the upper right-hand corner that it was filed on March
22 19th of 2015?

23 A. Yes.

24 Q. And you understand that through this Complaint
25 you seek to set aside, first, the foreclosure by Bank of

1 You've already answered the question. Go
2 ahead. You've already answered the question. Go ahead.
3 Please -- you've already answered the question. Don't
4 answer the question.

5 BY MR. MAURICE:

6 **Q. Go ahead. You can answer the question.**

7 MR. CROTEAU: Enough. Enough. You've
8 already answered it a number of times. Same question.

9 MR. MAURICE: He has not answered this
10 question.

11 MR. CROTEAU: He has.

12 BY MR. MAURICE:

13 **Q. The question is: Why did Las Vegas Development**
14 **Group wait more than three years after all of the events**
15 **that it seeks to -- or all the conveyances that it seeks**
16 **to set aside to bring this lawsuit?**

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

19 **Q. I don't think he's telling you not to answer this**
20 **question.**

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

23 A. We dealt with properties that we were in the
24 process of buying or being foreclosed on. That's stuff
25 that had already happened before we got attorneys

1 involved. We were -- we had our hands full taking care
2 of that, and we came back to this knowing it was always
3 here when we had more time with our attorneys.

4 BY MR. MAURICE:

5 Q. So the priority was preventing future
6 foreclosures, and that's what you described as you had
7 your hands full with at the time?

8 A. Yes.

9 (Exhibit 31 was marked.)

10 BY MR. MAURICE:

11 Q. Mr. Jentz, you've just been handed a document
12 marked for identification as Exhibit 31. Do you
13 recognize this document?

14 A. Okay. I believe so.

15 Q. And what is it?

16 A. A lis pendens.

17 Q. If you turn to the last page of Exhibit 31, I
18 think you see the address of the property that is
19 impacted by this lis pendens. Do you recognize that
20 address?

21 A. Yes.

22 Q. It's the address of what we've been referring to
23 today as "the property." Correct?

24 A. Yes.

25 Q. Do you understand the purpose of a lis pendens?

1 Q. Okay. And that's what I was going to ask was:
2 Has Las Vegas Development Group found any additional
3 documentation?

4 A. No.

5 Q. Okay. So this QuickBooks printout that we're
6 going to look at now that is attached to Exhibit 36 is
7 the only thing that Las Vegas Development Group has
8 documenting expenses paid by Las Vegas Development Group
9 with respect to the property. Correct?

10 A. Yes.

11 Q. Okay. Let's turn back to that QuickBooks page.
12 I know I let you look at it a little bit earlier. No,
13 you've got it in your hand.

14 A. I do.

15 Q. It's in the back.

16 A. Okay.

17 Q. Okay. And you see it shows the first payment to
18 the association, looks like it was made on May 31st of
19 2011. Do you see that?

20 A. Yeah.

21 Q. And that would make sense. That was about a
22 month after Las Vegas Development Group acquired its
23 interest in the property. Correct?

24 A. Yes.

25 Q. Okay. And then it looks like it makes four

1 payments through August 22nd of 2011 to Nevada Trails,
2 which was the association. Correct?

3 A. Yes.

4 Q. And again, I think we've already discussed as to
5 why the payments would have stopped then. That would
6 have been because there would have been questions with
7 respect to the title as a result of the Bank of America
8 foreclosure. Correct?

9 A. Well, probably happened because they no longer
10 sent me a bill.

11 Q. Right.

12 A. I paid bills that I got.

13 Q. You're not going to go out and pay the bill if
14 the association is not sending you a bill. Correct?

15 A. Right.

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

18 A. Okay.

19 Q. For \$32?

20 A. Right.

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

24 A. No, not for sure. The -- typically the electric
25 was the first thing you needed to get in there if you

1 were going to look at a property and keep the air
2 conditioner on or whatever. I mean, that's the first
3 bill we turned on is Nevada Energy, and then maybe water
4 if we needed to. But not knowing what we did with this
5 property, I can't tell you why we did -- we didn't go --
6 I mean, we may have looked at this property and it took
7 too much work or too much money or in a foreclosure. I
8 don't know.

9 Q. Right.

10 A. I don't know.

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

14 A. No.

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

19 A. Yep. That looks right.

20 Q. And it looks like in terms of legal fees,
21 although they're blacked out, we could just take the
22 total identified, the 500 -- pardon me -- the \$5,966.57
23 and subtract out the \$257 and be able to figure out what
24 was paid in legal fees. Correct?

25 A. If that's all legal fees. I don't know. I can't

1 Q. Okay. And I think that goes to Mr. Rodriguez.

2 That's what you're alluding to. Correct?

3 A. Yes.

4 Q. So Mr. Rodriguez may have received some income,
5 but it never made its way to Las Vegas Development
6 Group?

7 A. Never got reported to me.

8 Q. Okay. But we do agree that Mr. Rodriguez was
9 retained as the property manager by Las Vegas
10 Development Group. Correct?

11 A. Yes.

12 Q. Request for Production No. 4 requested the
13 production of any homeowners insurance policy for the
14 property from January 1, 2011 to the present date.

15 You go down to the response after the objection
16 it says, "Without waiving said objections, Plaintiff
17 states as follows: Plaintiff possesses no applicable
18 documents." Do you see where I read that?

19 A. Yes.

20 Q. Is that because Las Vegas Development Group did
21 not obtain homeowners insurance on this property?

22 A. Yes.

23 Q. Request for Production No. 5 is "Produce any tax
24 return in which you" -- meaning Las Vegas Development
25 Group -- "reported any income expense gain or loss

1 And then the response is, after objections,
2 "Without waiving said objections, Plaintiff states as
3 follows: See redacted QuickBooks report attached hereto
4 (redacted to remove reference to legal fees).
5 Investigation continues. Additional information will be
6 provided when and if it becomes available."

7 See where I read that?

8 A. Uh-huh.

9 Q. Is that a yes?

10 A. Yes.

11 Q. You agree with me the QuickBooks printout doesn't
12 reflect any improvements to the property. Correct?

13 A. Right.

14 Q. Okay. And it sounds like from your testimony
15 today that you have continued that investigation and
16 have now confirmed that Las Vegas Development Group has
17 no documents that indicate that any improvements were
18 made to the property. Correct?

19 A. Yes.

20 Q. May have occurred, but Mr. Rodriguez didn't
21 document anything?

22 A. He used rent to do fix-ups, so, I mean, that's
23 why I wasn't getting checks.

24 Q. Yep.

25 A. But then...

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
3 COUNTY OF CLARK) ss:

4 I, KELE R. SMITH, a Certified Court Reporter in
5 Clark County, State of Nevada, do hereby certify: That
6 I reported the taking of the deposition of JON LESLIE
7 JENTZ, commencing on Tuesday, April 19, 2016, at 1:34
8 p.m.

9 That prior to being deposed, the witness was by
10 me duly sworn to testify to the truth, that I thereafter
11 transcribed my said shorthand notes into typewriting, and
12 that the typewritten transcript is a complete, true, and
13 accurate transcription of said shorthand notes and that
14 witness was asked to review and correct the transcript.

15 I further certify that I am not a relative or
16 employee of counsel of any of the parties, nor a
17 relative or employee of the parties involved in said
18 action, nor a person financially interested in the
19 action.

20 IN WITNESS WHEREOF, I have set my hand in my
21 office in the County of Clark, State of Nevada, this
22 27th day of April, 2016.

23

24

25


KELE R. SMITH, NV CCR #672, CA CSR #13405

ROGER P. CROTEAU & ASSOCIATES, LTD.
• 9120 W. Post Road, Suite 100 • Las Vegas, Nevada 89148 •
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

EXHIBIT 36
DATE 4-19-16
ATTN: Jenty
PAGE(S)
Kelle R. Smith, C.C. No. 672

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LAS VEGAS DEVELOPMENT GROUP, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

LAS VEGAS DEVELOPMENT GROUP, LLC,)
a Nevada limited liability company,)
Plaintiff,)
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; JOSE PEREZ, JR. an individual;)
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; DOE individuals 1 through)
XX; and ROE CORPORATIONS 1 through)
XX,)
Defendants.)

Case No. A-15-715532-C
Dept. No. XXX

RESPONSE TO REQUEST FOR PRODUCTION

COMES NOW, Plaintiff, LAS VEGAS DEVELOPMENT GROUP, LLC, by and through
its attorneys, ROGER P. CROTEAU & ASSOCIATES, LTD., and hereby presents its Response
to James R. Blaha's First Request for Production of Documents, as follows:

PRELIMINARY STATEMENT

Plaintiff, LAS VEGAS DEVELOPMENT GROUP, LLC (hereinafter "*Responding Party*") has not yet completed its discovery and investigation for the preparation of this case for trial. Accordingly, the answers set forth herein are provided without prejudice to the Responding Party's right to produce any subsequent discovered facts or interpretations thereof and/or to add, modify or otherwise change or amend the answers herein. The information hereinafter set forth is true and correct to the best of the Responding Party's knowledge at this particular time, but is subject to correction for inadvertent errors or omissions, if any such error or omissions are found to exist.

REQUEST FOR PRODUCTION NO. 1:

Produce any Document or Communication that constitutes or relates to Your purchase of the Property.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Objection. This Request is overly broad, overly burdensome, vague, ambiguous and confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving said objections, Plaintiff states as follows: See Plaintiff's Early Case Conference NRCP 16.1 Disclosure Statement. Specifically, see HOA Foreclosure Deed, bates labeled 0005 - 0008.

REQUEST FOR PRODUCTION NO. 2:

Produce any Document or Communication that constitutes or relates to any expenses incurred by You to maintain or improve the Property from January 1, 2011 to the present date.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Objection. This Request is overly broad, overly burdensome, vague, ambiguous and confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving said objections, Plaintiff states as follows: See redacted Quickbooks report attached hereto (redacted to remove reference to legal fees). Investigation continues. Additional information will be provided when and if it becomes available.

REQUEST FOR PRODUCTION NO. 3:

Produce any Document or Communication that constitutes or relates to any income You

1 received in connection with the Property from January 1, 2011 to the present date.

2 **RESPONSE TO REQUEST FOR PRODUCTION NO. 3:**

3 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
4 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
5 said objections, Plaintiff states as follows: Plaintiff possesses no applicable documents.

6 **REQUEST FOR PRODUCTION NO. 4:**

7 Produce any homeowner's insurance policy for the Property from January 1, 2011 to the
8 present date.

9 **RESPONSE TO REQUEST FOR PRODUCTION NO. 4:**

10 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
11 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
12 said objections, Plaintiff states as follows: Plaintiff possesses no applicable documents.

13 **REQUEST FOR PRODUCTION NO. 5:**

14 Produce any tax return in which You reported any income, expenses, gain or loss related
15 to Property from January 1, 2011 to the present date.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 5:**

17 Objection. This Request is not reasonably likely to lead to the discovery of relevant,
18 admissible evidence. Without waiving said objections, Plaintiff states as follows: Plaintiff
19 possesses no applicable documents.

20 **REQUEST FOR PRODUCTION NO. 6:**

21 Produce any Document, Communication, Photograph or Writing that documents or
22 evidences the condition of the Property as of the date of Your purchase of the Property.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 6:**

24 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
25 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
26 said objections, Plaintiff states as follows: Plaintiff possesses no applicable documents.

27 **REQUEST FOR PRODUCTION NO. 7:**

28 Produce any Document, Communication, Photograph or Writing that documents or

1 evidences any maintenance or improvements You made to the condition of the Property from the
2 date of Your purchase of the Property to the present date.

3 **RESPONSE TO REQUEST FOR PRODUCTION NO. 7:**

4 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
5 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
6 said objections, Plaintiff states as follows: See redacted Quickbooks report attached hereto
7 (redacted to remove reference to legal fees). Investigation continues. Additional information
8 will be provided when and if it becomes available.

9 **REQUEST FOR PRODUCTION NO. 8:**

10 Produce any Document that constitutes or relates to any Communication between You
11 and James Blaha from January 1, 2011 to the present date.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 8:**

13 Plaintiff possesses no applicable documents.

14 **REQUEST FOR PRODUCTION NO. 9:**

15 Produce any Document that constitutes or relates to any Communication between You
16 and BAC Home Loans Servicing, LP, its successors or assigns, related to the Property from
17 January 1, 2011 to the present date.

18 **RESPONSE TO REQUEST FOR PRODUCTION NO. 9:**

19 Plaintiff possesses no applicable documents.

20 **REQUEST FOR PRODUCTION NO. 10:**

21 Produce any document that constitutes or relates to any Communication between You and
22 Jose Perez, Jr. from January 1, 2010 to the present date.

23 **RESPONSE TO REQUEST FOR PRODUCTION NO. 10:**

24 Plaintiff possesses no applicable documents.

25 **REQUEST FOR PRODUCTION NO. 11:**

26 Produce any Documents that constitutes or relates to any Communication between You
27 and any Tenant or Occupant of the Property from January 1, 2011 to the present date.

1 **RESPONSE TO REQUEST FOR PRODUCTION NO. 11:**

2 Plaintiff possesses no applicable documents.

3 **REQUEST FOR PRODUCTION NO. 12:**

4 Produce any Document that constitutes or relates to any Communication between You
5 and Nevada Trails II related to the Property from January 1, 2010 to the present date.

6 **RESPONSE TO REQUEST FOR PRODUCTION NO. 12:**

7 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
8 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
9 said objections, Plaintiff states as follows: See redacted Quickbooks report attached hereto
10 (redacted to remove reference to legal fees). Investigation continues. Additional information
11 will be provided when and if it becomes available.

12 **REQUEST FOR PRODUCTION NO. 13:**

13 Produce any Document that constitutes or relates to any Communication between You
14 and any property managers retained to manage the Property from January 1, 2011 to the present
15 date.

16 **RESPONSE TO REQUEST FOR PRODUCTION NO. 13:**

17 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
18 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
19 said objections, Plaintiff states as follows: During the time period around which Plaintiff
20 purchased the Property, Plaintiff retained James F. Rodriguez and Linda Sosamon to act as
21 property managers. These individuals were ultimately convicted of felonies related to the misuse
22 and conversion of funds belonging to various parties. See NREC printout attached hereto.

23 **REQUEST FOR PRODUCTION NO. 14:**

24 Produce any Document that constitutes or relates to any Communication between You
25 and Recontrust Company, N.A. related to the Property from January 1, 2010 to the present date.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 14:**

27 Plaintiff possesses no applicable documents.
28

1 **REQUEST FOR PRODUCTION NO. 15:**

2 Produce any Document that constitutes or relates to any Communication between You
3 and EZ Properties, LLC related to the Property from January 1, 2011 to the present date.

4 **RESPONSE TO REQUEST FOR PRODUCTION NO. 15:**

5 Plaintiff possesses no applicable documents.

6 **REQUEST FOR PRODUCTION NO. 16:**

7 Produce any Document that constitutes or relates to any Communication between You
8 and Absolute Collection Services, LLC related to the Property from January 1, 2011 to the
9 present date.

10 **RESPONSE TO REQUEST FOR PRODUCTION NO. 16:**

11 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
12 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
13 said objections, Plaintiff states as follows: Plaintiff possesses no applicable documents.
14 Investigation continues. Additional information will be provided when and if it becomes
15 available.

16 **REQUEST FOR PRODUCTION NO. 17:**

17 Produce any Document that constitutes or relates to any Communication between You
18 and Republic Silver State Disposal, Inc. related to the Property from January 1, 2011 to the
19 present date.

20 **RESPONSE TO REQUEST FOR PRODUCTION NO. 17:**

21 Plaintiff possesses no applicable documents. Investigation continues. Additional
22 information will be provided when and if it becomes available.

23 **REQUEST FOR PRODUCTION NO. 18:**

24 Produce any Communication or Document related to the foreclosure of any assessment
25 liens related to the Property from January 1, 2010 to the present date.

26 **RESPONSE TO REQUEST FOR PRODUCTION NO. 18:**

27 See Plaintiff's Early Case Conference NRCP 16.1 Disclosure Statement. Specifically, see
28 HOA Foreclosure Deed, bates labeled 0005 - 0008. See also those documents disclosed by other

1 parties to this litigation.

2 **REQUEST FOR PRODUCTION NO. 19:**

3 Produce any Communication or Document related to the foreclosure of any deed of trust
4 or mortgage secured by the Property from January 1, 2011 to the present date.

5 **RESPONSE TO REQUEST FOR PRODUCTION NO. 19:**

6 See Plaintiff's Early Case Conference NRCP 16.1 Disclosure Statement. Specifically,
7 see Bank Trustee's Deed Upon Sale, bates labeled 0009 - 0013. See also those documents
8 disclosed by other parties to this litigation.

9 **REQUEST FOR PRODUCTION NO. 20:**

10 Produce any Communication or Document related to any utility services provided to the
11 Property from January 1, 2011 to the present date.

12 **RESPONSE TO REQUEST FOR PRODUCTION NO. 20:**

13 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
14 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
15 said objections, Plaintiff states as follows: See redacted Quickbooks report attached hereto
16 (redacted to remove reference to legal fees). Investigation continues. Additional information
17 will be provided when and if it becomes available.

18 **REQUEST FOR PRODUCTION NO. 21:**

19 Produce any Communication or Document related to real property taxes for the Property
20 from January 1, 2011 to the present date.

21 **RESPONSE TO REQUEST FOR PRODUCTION NO. 21:**

22 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
23 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
24 said objections, Plaintiff states as follows: Plaintiff possesses no applicable documents.

25 **REQUEST FOR PRODUCTION NO. 22:**

26 Produce any Communication or Document related to any eviction, unlawful detainer or
27 "cash-for-keys" proceedings with respect to the Property.

28

1 RESPONSE TO REQUEST FOR PRODUCTION NO. 22:

2 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
3 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
4 said objections, Plaintiff states as follows: Plaintiff possesses no applicable documents.

5 REQUEST FOR PRODUCTION NO. 23:

6 Produce any Communication or Document related to any payments made to the Clark
7 County Water Reclamation District for the Property from January 1, 2011 to the present date.

8 RESPONSE TO REQUEST FOR PRODUCTION NO. 23:

9 Objection. This Request is overly broad, overly burdensome, vague, ambiguous and
10 confusing to the degree that Plaintiff cannot formulate an intelligent response. Without waiving
11 said objections, Plaintiff states as follows: Plaintiff possesses no applicable documents.

12 DATED this 9th day of March, 2016.

13 ROGER P. CROTEAU & ASSOCIATES, LTD.

14
15 /s/ Timothy E. Rhoda

16 ROGER P. CROTEAU, ESQ.

17 Nevada Bar No. 4958

18 TIMOTHY E. RHODA, ESQ.

19 Nevada Bar No. 7878

20 9120 West Post Road, Suite 100

21 Las Vegas, Nevada 89148

22 (702) 254-7775

23 Attorney for Plaintiff

24 LAS VEGAS DEVELOPMENT GROUP, LLC

CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of ROGER P. CROTEAU & ASSOCIATES, LTD. and that on the 9th day of March, 2016, I caused a true and correct copy of the foregoing document to be served on all parties as follows:

X VIA ELECTRONIC SERVICE: through the Eighth Judicial District Court's Odyssey e-file and serve system.

Akerman LLP

Contact

Akerman Las Vegas Office
Darren T. Brenner, Esq.
William S. Habdas, Esq.

Email

akermanlas@akerman.com
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Law Offices of Kevin R Hansen

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Email

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The Law Offices of Kevin R Hansen

Contact

Gabriela Mercado, Paralegal

Email

gabriela@kevinrhansen.com

VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, addressed as indicated on service list below in the United States mail at Las Vegas, Nevada.

VIA FACSIMILE: by causing a true copy thereof to be telecopied to the number indicated on the service list below.

VIA PERSONAL DELIVERY: by causing a true copy hereof to be hand delivered on this date to the addressee(s) at the address(es) set forth on the service list below.

/s/ Timothy E. Rhoda

An employee of ROGER P. CROTEAU &
ASSOCIATES, LTD.

9:50 AM
01/26/16
Accrual Basis

Jon Jentz 2011
Transaction Detail By Account
January 1, 2011 through January 26, 2016

Type	Date	Num	Name	Memo	Class	Chr	Split	Amount	Balance
HOA Fees									
Bill	03/31/2011	132943	Nevada Trak II Op	Turnover Non	Turnover		Accounts Paya	-46.00	500.00
Bill	06/26/2011	132943	Nevada Trak II Op	Turnover Non	Turnover		Accounts Paya	-43.00	138.00
Bill	07/22/2011	132943	Nevada Trak II Op	Turnover Non	Turnover		Accounts Paya	-42.00	182.00
Bill	08/22/2011	132943	Nevada Trak II Op	Turnover Non	Turnover		Accounts Paya	-43.00	225.00
Total HOA Fees								225.00	225.00
Legal Fees									
[REDACTED]									
Total Legal Fees									
[REDACTED]									
Utilities									
Bill	06/01/2011	30092	Nevada Energy	Turnover Non	Turnover		Accounts Paya	-23.00	-23.00
Total Utilities								-23.00	-23.00
TOTAL								-5,986.57	-5,986.57

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STATE REAL ESTATE COMMISSION REVOKES LICENSES, ASSESSES FINES AGAINST 13 LICENSEES

Las Vegas, NV - November 09, 2012

The Nevada Real Estate Commission this week revoked the licenses and issued fines ranging from \$5,000 to \$385,000 in 13 cases brought before them for disciplinary action by the Real Estate Division of the Department of Business & Industry.

Contact

Teri Williams
Public Information Officer
(702) 486-0407
twilliams@business.nv.gov

Attachments

[Press Release.pdf](#)

Of the 13 respondents, nine of the cases were brought before the commission after felony convictions or plea agreements were entered with the United States District Court. The felony convictions involved schemes of real estate fraud and homeowners association construction defect litigation. Each of the respondents was also found by the Commission to have committed one or more violations of NRS 645. Only one of the nine respondents appeared while the other eight cases proceeded under default hearings.

Broker-salesperson **Patrick Bergstrud**, salesperson **Michelle Deluca** and broker **Lisa Kim** had their respective licenses revoked after pleading guilty to felonies of conspiracy to commit wire fraud and mail fraud for knowingly participating in schemes to control homeowners' association boards. The conspiracy awarded the handling of construction defect lawsuits and remedial construction contracts to a law firm and construction company designated by co-conspirators. Bergstrud was fined \$75,000 plus costs of the hearing and investigation while Deluca and Kim were both fined \$50,000 plus costs. All three failed to appear at the hearings.

Curtis Briley, who failed to appear, was fined \$40,000 plus costs. The commission also revoked his salesperson license after pleading guilty to conspiracy to commit wire fraud. Briley's unlawful activity involved fraudulent double escrows and straw buyers in order to divert loan proceeds to himself and co-conspirators.

The commission revoked the salesperson license of **Christopher Lloyd Brown** after he pled guilty to felony theft relating to the practice of his license. He was fined \$100,000 plus costs at the hearing, at which he failed to appear. Brown diverted into his personal account funds given to him by a client for the purchase of a property at an auction. He then forged a Trustee's Deed Upon Sale for the subject property and caused it to be filed with the Clark County Recorder.

Salesperson **Michael Robert Capodici** was fined \$80,000 plus costs and had his license revoked. The disciplinary action taken by the Commission stemmed from a guilty plea of conspiracy to commit wire fraud, mail fraud, and bank fraud in a U.S. District Court. Capodici participated in a scheme to submit false and fraudulent mortgage loan applications to lenders and financial institutions for real estate purchases. A default hearing was held in his absence.

Brett Depue failed to appear before the Commission for disciplinary action after a jury found him guilty beyond a reasonable doubt of eight counts of conspiracy and fraud relating to straw buyers, double escrows, and third-party disbursements. The license he held at the time of the unlawful activity was revoked and he was assessed the costs of the hearing and investigation. Depue has an outstanding fine of \$385,000 plus costs stemming from a November 13, 2010 hearing.

The Commission revoked the salesperson license of **Jennifer Lorenzen** and assessed a \$30,000 fine plus costs and the hearing. She recently pled guilty to six counts of wire fraud, bank fraud and mail fraud. Lorenzen, along with co-conspirators, caused to be issued approximately 33 fraudulent mortgage loans, from which they obtained more than \$16 million in fraudulent mortgage loan proceeds.

Homebuilder **Paul A. Wagner** was found guilty in a U.S. District Court of multiple felonies including conspiracy to commit bank fraud and wire fraud. Paul A. Wagner's broker license was revoked and he was fined \$30,000 plus costs. As a home builder, Wagner devised a scheme to sell his homes to buyers at inflated prices and kicked back portions of the profits to buyers and their associates while concealing the actions from lenders. The kick backs were applied to mortgage payments, excessive real estate sales commissions, and reimbursements for loan payments.

In addition to the cases brought before the Real Estate Commission due to felony convictions and plea agreements, the Real Estate Division also brought four cases against licensees to the Commission involving misuse of funds held in trust and unlicensed activity at real estate foreclosure auctions.

James F. Rodriguez, who failed to appear, had his salesperson license revoked and was fined \$395,000 plus costs. Acting as a property manager without a permit, Rodriguez spent the security deposits from most of the approximately 40 rental properties he helped manage.

Linda Sosamon, James Rodriguez's broker, had her license revoked by the Commission for inadequate supervision of a salesperson and failing to exercise reasonable skill and care with respect to the management of her clients' accounts. Although the case against Rodriguez was ultimately brought before the Commission due to a statement Sosamon filed with the Division, she was found to have failed to adequately protect the public. She was also ordered to repay the costs incurred by the state for the investigation and hearing.

The Commission revoked the salesperson license of **Channing Jackson** and assessed an administrative fine of \$5,000 plus the cost of the investigation and hearing. Personal property from a listing he showed was allegedly taken by his roommate and listed to be sold on Craigslist. The commission did not determine who committed the theft, but found that Jackson had knowledge of the stolen property and failed to adequately protect the public.

Salesperson **Anthony Joseph Sy**, also known as Anthony Syevades, reached a stipulated settlement with the state after he acted as an unlicensed broker in 740 real estate purchase transactions on behalf of buyers at foreclosure auctions. His settlement included a fine of \$40,000 plus costs of the investigation and hearing.

"It is imperative that the division acts to protect the public from unscrupulous individuals that are seeking to defraud any of the parties involved in a real estate transaction," said Gail Anderson, Real Estate Division Administrator. "The public must be able to trust that a licensed broker or salesperson acting on their behalf is representing their best interest. A license is issued with the expectation that the holder of that license has earned and will uphold a reputation for honesty, trustworthiness and integrity and they are safeguarding the interests of the public."

About the Nevada Real Estate Division:

The mission of the Nevada Real Estate Division, a Department of Business and Industry agency, is to safeguard and promote interest in real estate transactions by developing an informed public and a professional real estate industry. For more information about the Nevada Real Estate Division, please visit <http://www.red.state.nv.us/>.

###

Select Language ▼

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EXHIBIT 20

3

Inst #: 20150320-0001999

Fees: \$19.00

N/C Fee: \$0.00

03/20/2016 03:41:36 PM

Receipt #: 2356044

Requestor:

ROGER P CROTEAU & ASSOCIATE

Recorded By: CYV Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN# 176-10-213-042

Recording Requested by and Return to:

Name: Roger P. Croteau & Associates, Ltd.

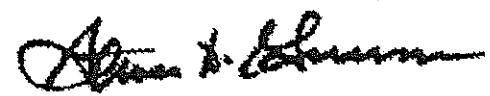
Address: 9120 West Post Road, Suite 100

City/State/Zip: Las Vegas, Nevada 89148

Title on Document: Lis Pendens

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.


CLERK OF THE COURT

ROGER P. CROTEAU & ASSOCIATES, LTD.
• 9120 W. Post Road, Suite 100 • Las Vegas, Nevada 89148 •
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

LIS
ROGER P. CROTEAU, ESQ.
Nevada Bar No. 4958
TIMOTHY E. RHODA, ESQ.
Nevada Bar No. 7878
ROGER P. CROTEAU & ASSOCIATES, LTD.
9120 West Post Road, Suite 100
Las Vegas, Nevada 89148
(702) 254-7775
(702) 228-7719 (facsimile)
croteaulaw@croteaulaw.com
Attorney for Plaintiff
LAS VEGAS DEVELOPMENT GROUP, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

LAS VEGAS DEVELOPMENT GROUP, LLC,)
a Nevada limited liability company,)
Plaintiff,)
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; JOSE PEREZ, JR. an individual;)
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; DOE individuals 1 through)
XX; and ROE CORPORATIONS 1 through)
XX,)
Defendants.)

Case No. A-15-715532-C
Dept. No. VIII

LIS PENDENS

NOTICE IS HEREBY GIVEN that an action has been commenced in the Eighth Judicial District Court of the State of Nevada, in and for the County of Clark, by the above-named party, to determine all and every claim, estate or interest in the premises and real estate in the Complaint in said action of said parties, or any of them, adverse to one another.

ROGER P. CROTEAU & ASSOCIATES, LTD.
• 9120 W. Post Road, Suite 100 • Las Vegas, Nevada 89148 •
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

1 The premises affected by this suit are situated in the County of Clark, State of Nevada,
2 commonly known as 7639 Turquoise Stone Court, Las Vegas, Nevada 89113, Assessor Parcel
3 No. 176-10-213-042, and are more fully described as:

4 NEVADA TRAILS #22 PHASE 1
5 PLAT BOOK 122 PAGE 85
6 LOT 130

7 DATED this 19th day of March, 2015.

8 ROGER P. CROTEAU & ASSOCIATES, LTD.

9
10 /s/ Timothy E. Rhoda
11 ROGER P. CROTEAU, ESQ.
12 Nevada Bar No. 4958
13 TIMOTHY E. RHODA, ESQ.
14 Nevada Bar No. 7878
15 9120 West Post Road, Suite 100
16 Las Vegas, Nevada 89148
17 (702) 254-7775
18 *Attorney for Plaintiff*
19 LAS VEGAS DEVELOPMENT GROUP, LLC
20
21
22
23
24
25
26
27
28

EXHIBIT 21

Aaron R. Maurice

CLERK OF THE COURT

FFCL

DISTRICT COURT
CLARK COUNTY, NEVADA

IRA GIRARD,

Plaintiff,

vs.

LEANN HEIZER; WILLIAM WRIGHT
HEIZER; Individually and as Trustee of the
HEIZER FAMILY REVOCABLE LIVING
TRUST DATED JUNE 18, 2010; and DOES 1
through 5,

Defendants.

CASE NO. A-14-710917

DEPT NO. XXVI

**ORDER GRANTING DEFENDANTS'
MOTION FOR SUMMARY
JUDGMENT**

Defendants', Leann Heizer and William Wright Heizer, Individually and as Trustees of the Heizer Family Revocable Living Trust Dated June 18, 2010 ("the Heizer Family Trust") (collectively "the Heizers"), Motion for Summary Judgment having come on for hearing on the 19th day of January 2016, the Heizers having appeared through their attorney of record, Aaron R. Maurice, of the law firm of Kolesar & Leatham, Plaintiff, Ira Girard, having appeared through his attorney of record, Christopher R. McCullough, of the law firm of McCullough, Perez & Dobberstein, Ltd.; the Court having reviewed the papers and pleadings on file herein and having carefully considered the same; the Court having heard the oral arguments of counsel; the Court being fully advised in the premises, and good cause appearing therefore:

//

//

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<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

I.

UNDISPUTED MATERIAL FACTS

1. On June 30, 2006, a deed of trust ("Perea Deed of Trust") was recorded securing a home loan in the amount of \$249,000 on property commonly described as 5933 Mabel Road, Las Vegas, NV 89110; APN 140-34-412-013 ("Property"), showing Stephen and Paula Perea as the borrowers; Countrywide Home Loans Inc. ("Countrywide") as the lender; and Mortgage Electric Registration Systems, Inc. ("MERS") as the beneficiary of record, acting solely as nominee for Countrywide and its successors and assigns.

2. On November 3, 2009, MTC Financial Inc. dba Trustee Corps ("MTC") was substituted as the trustee of the Perea Deed of Trust.

3. On February 19, 2010 a Notice of Default and Election to Sell Pursuant to the Perea Deed of Trust was recorded.

4. Approximately three months later, on May 20, 2010, the Mountain Gate Homeowners Association ("Mountain Gate") recorded a Notice of Delinquent Assessment Lien against the Property.

5. On September 16, 2010, Mountain Gate recorded a Notice of Default and Election to Sell Pursuant to NRS Chapter 116.

6. On February 24, 2011, Mountain Gate recorded a Notice of Trustee Sale. The Notice of Trustee Sale stated that the Property would be sold at auction on April 12, 2011 ("HOA foreclosure sale"). However, the HOA foreclosure sale was not actually conducted until July 12, 2011.

7. Plaintiff, Ira Girard ("Girard") purchased the Property at the HOA foreclosure sale for \$4,200.

8. On August 3, 2012, the trustee of the Perea Deed of Trust sold the Property at a public auction ("Deed of Trust Foreclosure Sale").

1
2 9. On August 14, 2012, a Trustee's Deed upon Sale was recorded reflecting
3 that ELZ Investments LLC ("ELZ") had purchased the Property at the Deed of Trust
4 Foreclosure Sale for \$143,000.

5 10. Two months later, on October 11, 2012, ELZ recorded a Grant, Bargain,
6 Sale Deed reflecting that the Heizers – the defendants in this case – had purchased the
7 Property for \$180,000.

8 11. On January 9, 2013, the Heizers recorded a Quitclaim Deed transferring
9 the Property to themselves as trustees of The Heizer Family Revocable Living Trust
10 dated June 18, 2010.

11 12. The Heizers, individually and as trustees of the Heizer Family Trust, have
12 been the record title holders of the Property since October 11, 2012.

13 13. It cannot be disputed that Girard had actual notice of the Deed of Trust
14 Foreclosure Sale in 2012 or, at the latest, in 2013, because:

- 15 • Girard admitted in his deposition that he was aware of the Perea Deed of
16 Trust.
- 17 • When Girard leased the Property, he warned his tenants: "THIS HOUSE
18 WAS FORECLOSED ON BY THE HOA AND SOLD TO THE CURRENT
19 OWNER. THERE IS A POSSIBILITY OF BANK FORECLOSURE
20 DURING THE TIME OF THIS LEASE."
- 21 • By 2012, Girard's tenants stopped paying rent on the Property.
- 22 • As acknowledged in Girard's Complaint, the Heizers "have been withholding
23 the property from [Girard] since October 11, 2012."
- 24 • The Heizers have held record title to the Property since October 11, 2012.
- 25 • By 2013, Girard stopped reporting income or expenses related to the Property
26 and wrote off all losses associated with the Property.

27 14. Despite the fact that the Heizers have been "withholding the property from
28 [Girard] since October 11, 2012," Girard waited until December 10, 2014 – more than

1
2 two years after losing the property as a result of the Deed of Trust Foreclosure Sale – to
3 file a Complaint seeking to set aside the Deed of Trust Foreclosure Sale.

4 15. On December 11, 2014, Girard recorded a Notice of Lis Pendens against
5 the Property.

6 16. In his Complaint, Girard claims that the Deed of Trust Foreclosure Sale
7 was void because the HOA foreclosure sale extinguished the first deed of trust.

8 17. Girard's Complaint offers no explanation as to why he took no steps in
9 October of 2012 to stop the Deed of Trust Foreclosure Sale or why, immediately
10 thereafter, he did not take steps to have the Deed of Trust Foreclosure Sale set aside
11 within the 120 day period provided by NRS 107.080(6).

12 II.

13 CONCLUSIONS OF LAW

14 1. NRCP 56(c) provides that summary judgment shall be granted when, after
15 a review of the record viewed in the light most favorable to the non-moving party, there
16 are no remaining genuine issues of material fact and the moving party is entitled to
17 judgment as a matter of law. A genuine issue of material fact is one where the evidence
18 is such that a reasonable jury could return a verdict for the non-moving party.

19 2. In determining whether summary judgment is appropriate, the Court
20 applies a burden-shifting analysis. If – as in the present case – the nonmoving party will
21 bear the burden of persuasion at trial, the party moving for summary judgment may
22 satisfy the burden of production by either (1) submitting evidence that negates an
23 essential element of the nonmoving party's claim, or (2) pointing out that there is an
24 absence of evidence to support the nonmoving party's case. If the moving party satisfies
25 its burden, the burden then shifts to the nonmoving party who must transcend the
26 pleadings and, by affidavit or other admissible evidence, introduce specific facts that
27 show a genuine issue of material fact. The evidence submitted by the nonmoving party
28 must be relevant and admissible, and he or she is not entitled to build a case on the

1
2 gossamer threads of whimsy, speculation and conjecture.

3 3. Girard's Complaint seeks to set aside the Deed of Trust Foreclosure Sale
4 that took place on August 3, 2012, and all subsequent transfers of the Property –
5 including the Heizers' October 11, 2012 purchase of the property. See Complaint, p.3,
6 11.3-5.

7 4. The Nevada Supreme Court has acknowledged the public policy
8 considerations that form the basis for any statute of limitation. Specifically, the Nevada
9 Supreme Court has recognized that limitation periods imposed by the Legislature are
10 meant to provide a concrete time frame within which a plaintiff must file a lawsuit and
11 after which a defendant is afforded a level of security. In this regard, statutes of limitation
12 "stimulate activity, punish negligence and promote repose by giving security and stability
13 to human affairs."

14 5. NRS 107.080(5)-(6) creates a statute of limitations for challenging a
15 nonjudicial foreclosure sale. NRS 107.080(5) has been amended several times in recent
16 years. The applicable version of NRS 107.080(5) in this case stated in relevant part:

17 Every sale made under the provisions of this section and
18 other sections of this chapter vests in the purchaser the title
19 of the grantor and any successors in interest without equity
20 or right of redemption. A sale made pursuant to this section
21 **may**¹ be declared void by any court of competent
22 jurisdiction in the county where the sale took place if:

23 (a) The trustee or other person authorized to make the
24 sale does not substantially comply with the
25 provisions of this section or any applicable
26 provision of NRS 107.086 and 107.087;

27 (b) Except as otherwise provided in subsection 6, an
28 action is commenced in the county where the sale

25 ¹ NRS 107.080(5) was amended to change "may" to "must," effective October 1, 2011.
26 2011 Nev. Stat., ch. 81, A.B. 284, § 5 at 334. The October 1, 2011 amendment only
27 applies "to a notice of default and election to sell which is recorded on or after July 1,
28 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 February 19, 2010.

1 took place within **90 days**² after the date of the sale;
2 and

3 (c) A notice of lis pendens providing notice of the
4 pendency of the action is recorded in the office of
5 the county recorder of the county where the sale
6 took place within **30 days**³ after commencement of
7 the action.

8 (Emphasis added to highlight statutory changes).

9 6. Similarly, at the time of the foreclosure sale in this case, NRS 107.080(6)
10 stated:

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

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

23 8. A foreclosure sale terminates all other legal and equitable interests in the
24 land. As such, once the sale is completed, title vests in the purchaser without equity or
25 right of redemption.

26 9. A party cannot challenge a nonjudicial foreclosure sale outside of the time
27 limits provided in NRS 107.080(5)-(6).

28 10. Here, the Deed of Trust Foreclosure Sale that Girard seeks to set aside was

29 ² NRS 107.080(5)(b) was amended to change the 90 days to 45 days, effective October 1,
30 2013. 2013 Nev. Stat., ch. 403, SB 321, § 5 at 2197.

31 ³ NRS 107.080(5)(c) was amended to change the 30 days to 15 days, effective October 1,
32 2013. 2013 Nev. Stat., ch. 403, SB 321, § 5 at 2197.

33 ⁴ NRS 107.080(6) was amended to change the 120 days to 60 days, effective October 1,
34 2013. 2013 Nev. Stat., ch. 403, SB 321, § 6 at 2197.

1
2 conducted on August 3, 2012. However, Girard failed to take any action to set aside the
3 sale until December 11, 2014 – two years and three months after the foreclosure sale.

4 11. Instead of taking action to protect any interest he may have had in the
5 Property, Girard elected to do nothing for years. During the nearly two-year period in
6 which Girard failed to take any action to protect his interest in the Property, the Property
7 was sold twice – once at the NRS Chapter 107 Deed of Trust Foreclosure Sale and then
8 again on October 11, 2012, to the Heizers.

9 12. The public policy considerations that formed the basis for the
10 Legislature's enactment of NRS 107.080(5)-(6) simply do not allow Girard to be
11 rewarded for his failure to take any action to protect his interest in the Property.

12 13. Here, Girard has failed to “transcend the pleadings and, by affidavit or
13 other admissible evidence, introduce specific facts that show” that he filed his Complaint
14 within 120 days of first learning about the Deed of Trust Foreclosure Sale. Cuzze, 123
15 Nev. at 602-03, 172 P.3d at 134. Accordingly, Girard's claims are time-barred under
16 NRS 107.080(5)-(6).

17 14. Based on the above findings, the Court need not address the other legal
18 arguments raised in the Heizers' Motion for Summary Judgment.

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28

1
2 **IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that SUMMARY
3 **JUDGMENT IS HEREBY ENTERED** in favor of the Heizers and against the Plaintiff.

4 This Court hereby finds that Plaintiff's Complaint is time-barred by NRS 107.080(5)-(6).

5 **IT IS FURTHER ORDERED** that, pursuant to NRS 14.017, the Notice of
6 Pendency of Action recorded by Plaintiff against the Property commonly known as APN
7 140-34-412-013 in the Office of the Clark County Recorder as Instrument Number
8 201412110001044 is hereby cancelled and expunged. Said cancellation has the same
9 effect as an expungement of the original notice.

10
11 DATED this 26 day of February, 2016.

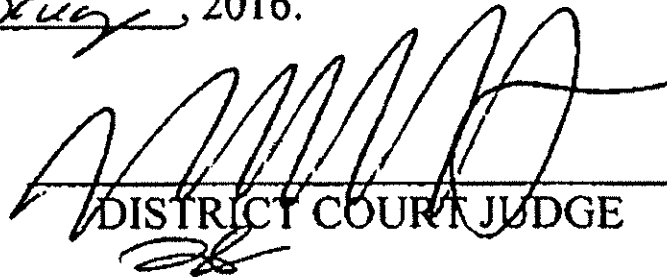
12
13 
14 DISTRICT COURT JUDGE

EXHIBIT 22

property tax

Clark County Treasurer's Office
Laura B. Fitzpatrick, Treasurer
500 S Grand Central Pky
P O Box 551220
Las Vegas NV 89155-1220
(702) 455-4323
www.accessclarkcounty.com/treasurer

Receipt No. 23522427 12/19/2011 3:50 PM
Paid By: BLAHA JAMES R & INNISS SUSAN M

Account No. 176-10-213-042
2012 Property Tax Principal 1,193.00

Receipt Total 1,193.00

Form of Payment:
Check 1,193.00

Thank you for your payment.
LEAH C.
Drawer No. 2043

EXHIBIT 23

Property Account Inquiry - Summary Screen

New Search	Recorder	Treasurer	Assessor	Clark County Home			
Parcel ID	176-10-213-042	Tax Year	2017	District	635	Rate	2.9328
Situs Address:	7639 TURQUOISE STONE CRT ENTERPRISE						
Legal Description:	ASSESSOR DESCRIPTION: NEVADA TRAILS #22 PHASE 1 PLAT BOOK 122 PAGE 85 LOT 130 GEOID: PT S2 NW4 SEC 10 22 60						

Status:	Property Characteristics	Property Values	Property Documents
Active	Tax Cap Increase Pct. 0.2	Land 24500	2011093001615 9/30/2011
Taxable	Tax Cap Limit Amount 2307.30	Improvements 83340	2011091902647 9/19/2011
	Tax Cap Reduction 855.43	Total Assessed Value 107840	2011041300979 4/13/2011
	Land Use 1-10 Single Family Residence	Net Assessed Value 107840	2006032305641 3/23/2006
	Cap Type OTHER	Exemption Value New Construction 0	2002030801983 3/8/2002
	Acreage 0.1900	New Construction - Supp Value 0	
	Exemption Amount 0.00		

Role	Name	Address	Since	To
Owner	BLAHA JAMES R	37088 SOARING EAGLE CIR , WINDSOR, CO 80550-8406 UNITED STATES	10/8/2011	Current

Summary	
Item	Amount
Taxes as Assessed	\$3,162.73
Less Cap Reduction	\$855.43
Net Taxes	\$2,307.30

PAST AND CURRENT CHARGES DUE TODAY		
Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 8/9/2016		\$0.00

NEXT INSTALLMENT AMOUNTS		
Tax Year	Charge Category	Installment Amount Due
2017	Property Tax Principal	\$576.83
NEXT INSTALLMENT DUE AMOUNT due on 10/3/2016		\$576.83

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR		
Tax Year	Charge Category	Remaining Balance Due
2017	Property Tax Principal	\$1,730.49
2017	Las Vegas Artesian Basin	\$0.00
TAX YEAR TOTAL AMOUNTS DUE as of 8/9/2016		\$1,730.49

PAYMENT HISTORY	
Last Payment Amount	\$578.62
Last Payment Date	8/8/2016
Fiscal Tax Year Payments	\$578.62

Prior Calendar Year Payments	\$2,304.53
Current Calendar Year Payments	\$578.62

EXHIBIT 24

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

DECL

AARON R. MAURICE, ESQ.

Nevada Bar No. 006412

BRITTANY WOOD, ESQ.

Nevada Bar No. 007562

KOLESAR & LEATHAM

400 South Rampart Boulevard, Suite 400

Las Vegas, Nevada 89145

Telephone: (702) 362-7800

Facsimile: (702) 362-9472

E-Mail: amaurice@klnevada.com

bwood@klnevada.com

Attorneys for Defendants

JAMES R. BLAHA and NOBLE HOME

LOANS, INC. formerly known as FCH

FUNDING, INC.

DISTRICT COURT

CLARK COUNTY, NEVADA

* * *

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

Plaintiff,

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; JOSE PEREZ, JR. an individual;
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; DOE individuals I
through XX; and ROE CORPORATIONS I
through XX,

Defendants.

CASE NO. A-15-715532-C

DEPT NO. XXX

**DECLARATION OF AARON R.
MAURICE IN SUPPORT OF JAMES
R. BLAHA AND NOBLE HOME
LOANS, INC.'S MOTION FOR
SUMMARY JUDGMENT**

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

AARON R. MAURICE, ESQ., declares under penalty of perjury as follows:

1. I am counsel of record for Defendants James R. Blaha and Noble Home Loans,

1 Inc., formerly known as FCH Funding, Inc. (collectively the "Blaha Defendants"), in the above-
2 referenced action. I am over the age of 18, have personal knowledge of the matters set forth
3 herein and, unless otherwise stated, am competent to testify to the same if called upon to do so.

4 2. I make this declaration in support of the Blaha Defendants' Motion for Summary
5 Judgment (the "Motion") of my own personal knowledge and a review of the files, records,
6 reports and data compilations of this case.

7 3. My office has custody of the files with respect to this matter and those files have
8 been maintained since the inception of this case.

9 4. The exhibits attached in support of the Motion are taken from the public records
10 or the files for this case, and are true and correct copies of the files maintained in my office.

11 5. Attached hereto as Exhibit "1" is a true and correct copy of the Deed of Trust
12 recorded in the Official Records of Clark County, Nevada as Instrument Number
13 200703280002128, produced in the course of this litigation as BANA (Perez) 036-60.

14 6. Attached hereto as Exhibit "2" is a true and correct copy of the Notice of
15 Delinquent Assessment Lien recorded in the Official Records of Clark County, Nevada as
16 Instrument Number 201004120001709, produced in the course of this litigation as BANA
17 (Perez) 063-64.

18 7. Attached hereto as Exhibit "3" is a true and correct copy of the Notice of Default
19 and Election to Sell Under Notice of Delinquent Assessment Lien recorded in the Official
20 Records of Clark County, Nevada as Instrument Number 201007230000868, produced in the
21 course of this litigation as BANA (Perez) 065-67.

22 8. Attached hereto as Exhibit "4" is a true and correct copy of the September 16,
23 2010 correspondence from Miles, Bauer, Bergstom & Winters, LLP to Absolute Collection
24 Services, LLC, produced in the course of this litigation as BLAHA000080-81.

25 9. Attached hereto as Exhibit "5" is a true and correct copy of the September 21,
26 2010 correspondence from Absolute Collection Services, LLC to Miles, Bauer, Bergstom &
27 Winters, LLP, produced in the course of this litigation as BANA (Perez) 129.

28 10. Attached hereto as Exhibit "6" is a true and correct copy of the Notice of Chapter

7 Bankruptcy, produced in the course of this litigation as BLAHA000093-94.

11. Attached hereto as Exhibit "7" is a true and correct copy of the Notice of Trustee's Sale recorded in the Official Records of Clark County, Nevada as Instrument Number 201010280002540, produced in the course of this litigation as BANA (Perez) 068-69.

12. Attached hereto as Exhibit "8" is a true and correct copy of the Notice of Trustee's Sale recorded in the Official Records of Clark County, Nevada as Instrument Number 201102180000441, produced in the course of this litigation as BANA (Perez) 071-72.

13. Attached hereto as Exhibit "9" is a true and correct copy of the Trustee's Deed Upon Sale recorded in the Official Records of Clark County, Nevada as Instrument Number 201104130000979, produced in the course of this litigation as BANA (Perez) 073-76.

14. Attached hereto as Exhibit "10" is a true and correct copy of the Assignment recorded in the Official Records of Clark County, Nevada as Instrument Number 201104140003342, produced in the course of this litigation as BANA (Perez) 077.

15. Attached hereto as Exhibit "11" is a true and correct copy of the Notice of Default and Election to Sell Under Deed of Trust recorded in the Official Records of Clark County, Nevada as Instrument Number 201104140003343, produced in the course of this litigation as BANA (Perez) 078-79.

16. Attached hereto as Exhibit "12" is a true and correct copy of the Release of Lien, recorded in the Official Records of Clark County, Nevada as Instrument Number 201104200000393, produced in the course of this litigation as BANA (Perez) 080.

17. Attached hereto as Exhibit "13" is a true and correct copy of the Certificate recorded in the Official Records of Clark County, Nevada as Instrument Number 201108090003455, produced in the course of this litigation as BANA (Perez) 081.

18. Attached hereto as Exhibit "14" is a true and correct copy of the Notice of Trustee's Sale recorded in the Official Records of Clark County, Nevada as Instrument Number 201108090003456, produced in the course of this litigation as BANA (Perez) 082-83.

19. Attached hereto as Exhibit "15" is a true and correct copy of the Trustee's Deed Upon Sale recorded in the Official Records of Clark County, Nevada as Instrument Number

201109190002647, produced in the course of this litigation as BANA (Perez) 088-92.

20. Attached hereto as Exhibit "16" is a true and correct copy of the Grant, Bargain Sale Deed recorded in the Official Records of Clark County, Nevada as Instrument Number 201109300001615, produced in the course of this litigation as BANA (Perez) 095-98.

21. Attached hereto as Exhibit "17" is a true and correct copy of the Deed of Trust recorded in the Official Records of Clark County, Nevada as Instrument Number 201112300003312, produced in the course of this litigation as BANA (Perez) 102-25.

22. Attached hereto as Exhibit "18" is a true and correct copy of the Clark County Assessor's Parcel Ownership History for APN 176-10-213-042.

23. Attached hereto as Exhibit "19" is a true and correct copy of transcript excerpts of the deposition of NRCP 30(b)(6) Designee of Las Vegas Development Group, LLC, Jon Jentz, conducted on April 19, 2016.

24. Attached hereto as Exhibit "20" is a true and correct copy of the Lis Pendens, produced in the course of this litigation as BANA (Perez) 126-28.

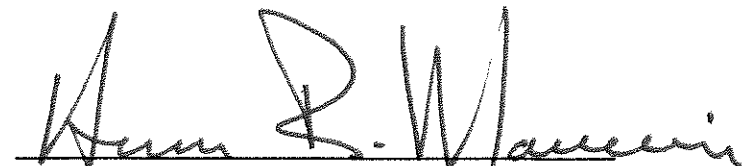
25. Attached hereto as Exhibit "21" is a true and correct copy of Order Granting Defendants' Motion for Summary Judgment in the matter of Girard v. Heizer, Case No. A-14-710917, Department No. XXVI.

26. Attached hereto as Exhibit "22" is a true and correct copy of a Property Tax Receipt, produced in the course of this litigation as BLAHA000782.

27. Attached hereto as Exhibit "23" is a true and correct copy of the Clark County Treasurer's Account Summary, dated August 9, 2016.

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

Dated this 9th day of August, 2016.


Aaron R. Maurice